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**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**

**April 12, 2017
7:00 PM**

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

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

PRESENTATION: [Introduction of 2017 Miss Santee and Miss Teen Santee](#)

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 meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of February 22, 2017 and March 8, 2017, and the Santee City Council Special Meeting of March 21, 2017.](#)**

- (C) Approval of Payment of Demands as presented.
- (D) Adoption of a Resolution awarding the Construction Contract for the Citywide Crack Sealing Program 2017 Project (CIP2017-04) to American Asphalt South, Incorporated for a total amount of \$18,802.00, determining a categorical exemption pursuant to Section 15301(c) of the California Environmental Quality Act, and authorizing the City Manager to execute the contract and authorizing the Director of Development Services to approve change orders in an amount not to exceed \$1,880.00.
- (E) Adoption of a Resolution approving the final map for the Prospect Fields Subdivision (TM 2015-01) and authorizing the City Manager to execute the associated Subdivision Improvement Agreement. Location: Prospect Avenue north of Clifford Heights. Applicant: KB Home California, LLC.
- (F) Adoption of a Resolution accepting the Unit II public improvements as complete for the Sky Ranch Subdivision (TM2004-08) and directing the City Clerk to release ninety percent of the Faithful Performance Bond and retain ten percent for twelve months as a Warranty Bond and retain the Labor and Material Bond for six months. Location: Claret Street, Dracena Street, Cala Lily Street, Castilla Street, Miraposa Street, Mirador Street, Mara Villa Street, Ocotillo Street and Sevilla Street.
- (G) Authorization for the purchase of equipment for the Emergency Operations Center from CDW Government LLC in an amount not to exceed \$23,649.60 per utilization of the City of Tucson National Intergovernmental Purchasing Alliance (National IPA) Contract Number 130733.
- (H) Adoption of a Resolution approving a Fiscal Year 2016/2017 contract extension with West Coast Arborists, Incorporated in the amount of \$145,200.00, which is the second of three 12-month options to renew, and authorizing the City Manager to execute the contract extension.
- (I) Adoption of a Resolution supporting the San Diego County Water Authority's long term water supply plan and pursuit of legal action against the Metropolitan Water District of Southern California for rate structure overcharges and authorize the Mayor to sign a letter of support.

2. PUBLIC HEARING:

- (A) Public Hearing for Major Revision Number 1 to Major Use Permit (MUP) P81-046 (MJR2016-1), Mitigated Negative Declaration (AEIS2016-6) and Mitigation Monitoring and Reporting Program prepared pursuant to the California Environmental Quality Act (CEQA) for an expansion of the existing Calvary Chapel Santee located at 10920 Summit Avenue in the low-medium residential alternative (R-1A) zone. Applicant: Calvary Chapel Santee.**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Adopt the Resolution finding that the Major Revision to MUP P81-046 (MJR2016-1) will not have a significant effect on the environment with mitigation, approve and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program as complete and in compliance with the provisions of the CEQA and authorize a filing of a Notice of Determination; and
3. Adopt the Resolution approving Major Revision Number 1 to MUP P81-046 (MJR2016-1).

- (B) Public Hearing for a Conditional Use Permit (P2016-3) and a Minor Parking Exception to develop a 4,086 square-foot fast food restaurant on a 1.04-acre parcel at 8867 Cuyamaca Street in the General Commercial (GC) Zone and finding the project categorically exempt from the California Environmental Quality Act (CEQA). Applicant: PM Design Group, Incorporated.**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Find Conditional Use Permit P2016-3 categorically exempt from the provisions of CEQA and authorize the filing of a Notice of Exemption; and
3. Adopt the Resolution approving Conditional Use Permit P2016-3 with a Minor Parking Exception.

3. ORDINANCES: None**4. CITY COUNCIL ITEMS AND REPORTS:****5. CONTINUED BUSINESS: None**

6. NEW BUSINESS:

- (A) Resolution authorizing the execution of a professional services agreement with LSA Associates, Incorporated for technical consultant services to complete a “Sustainable Santee Action Plan” (Climate Action Plan) and Environmental Impact Report.**

Recommendation:

Adopt the Resolution authorizing the City Manager to enter into a professional services agreement with LSA Associates, Incorporated in an amount not to exceed \$132,885.00.

- (B) Approval of a Memorandum of Understanding for the construction of new sports courts at Santana High School.**

Recommendation:

1. Approve the Memorandum of Understanding; and
2. Authorize the City Manager to execute the Memorandum of Understanding.

7. COMMUNICATION FROM THE PUBLIC:

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

8. CITY MANAGER REPORTS:**9. CDC SUCCESSOR AGENCY:**

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

10. SANTEE PUBLIC FINANCING AUTHORITY:

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

11. CITY ATTORNEY REPORTS:**12. CLOSED SESSION:**

- (A) Conference with Legal Counsel — Anticipated Litigation**
(Gov. Code section 54956.9(d)(2))
Significant exposure to litigation: 2 cases.

13. ADJOURNMENT:



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

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

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

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>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>April 7, 2017</u> , at <u>4:30 p.m.</u>	
_____ Signature	_____ Date

City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE INTRODUCTION OF 2017 MISS SANTEE AND MISS TEEN SANTEE

DIRECTOR/DEPARTMENT John Minto, Mayor

SUMMARY

The Annual Miss Santee pageant was held in the new theater at Helix Charter High School on Saturday, March 4, 2017. The 2017 Miss Santee and Miss Teen Santee along with their courts will be introduced at the Council Meeting by 2016 Miss Santee Marrissa Lawrence and Miss Teen Santee Kaylyn Rambo. Proclamations commending Miss Lawrence and Miss Rambo for their excellent representation of the City this past year were presented to them at the pageant.

FINANCIAL STATEMENT N/A

RECOMMENDATION ✓ Meet 2017 Miss Santee, Miss Teen Santee and Courts.

ATTACHMENTS (Listed Below)

None.

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL, THE CDC SUCCESSOR AGENCY AND THE SANTEE PUBLIC FINANCING AUTHORITY REGULAR MEETINGS OF FEBRUARY 22 AND MARCH 8, 2017, AND THE SANTEE CITY COUNCIL SPECIAL MEETING OF MARCH 21, 2017.

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk

PB

SUMMARY

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

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION
Approve Minutes as presented.

ATTACHMENTS

February 22, 2017 Regular Minutes
March 8, 2017 Regular Minutes
March 21, 2017 Special Minutes

Minutes

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

**Council Chamber – Building 2
10601 Magnolia Avenue
Santee, California
February 22, 2017**

This Regular Meeting of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority was called to order by Vice Mayor/Agency Vice Chair/Authority Vice Chair Ronn Hall at 7:00 p.m.

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

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

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

The **INVOCATION** was given by Imam Taha Hassane of the Islamic Center of San Diego and the **PLEDGE OF ALLEGIANCE** was led by Sandy Reynard.

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

Council Member Jones requested that Item 1(D) be pulled for discussion.

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of January 25, 2017.**
- (C) Approval of Payment of Demands as presented.**

- (D) Item pulled for discussion.
- (E) Adoption of a Resolution accepting the Town Center Community Park Memorial Flagpole (CIP 2016-34) as complete and direct the City Clerk to file a Notice of Completion. (Reso 013-2017)
- (F) Second Reading and adoption of an Ordinance amending Title 17 of the Santee Municipal Code, Chapter 17.04 titled "Administration," Chapter 17.08 titled "Development Review," and Chapter 17.10 titled "Residential Districts" to comply with State requirements for secondary dwelling units and farmworker housing. (ORD 546)
- (G) Authorization of a one year extension of the professional services agreement with Albert A. Webb Associates to provide assessment engineering services for the FY 2017-2018 levy of assessments process in the amount of \$18,401.

ACTION: On motion of Council Member McNelis, seconded by Council Member Houlahan, the Agenda and Consent Calendar were approved as amended with all voting aye, except Mayor Minto who was absent.

Item Removed from Consent Calendar:

- (D) Approval of the expenditure of \$52,481.26 for January 2017 Legal Services and related costs.

City Attorney Hagerty and City Manager Best answered Council's questions regarding what types of projects fall under "Special Projects." Director of Development Services Kush was asked to provide to Council a breakdown for the Cavalry Chapel Conditional Use Permit Revision.

ACTION: On motion of Council Member Jones, seconded by Council Member McNelis, the expenditure of \$52,481.26 for January 2017 Legal Services was approved with all voting aye, except Mayor Minto who was absent.

2. PUBLIC HEARING:

- (A) Continued Public Hearing to assess community development needs and to allocate Program Year 2017 Community Development Block Grant (CDBG) Funding. (continued from 02-08-17) (Reso 014-2017)

The continued Public Hearing was opened at 7:09 p.m. Director of Development Services Kush introduced the item and Senior Management Analyst Romstad answered Council's questions. Council Member Jones requested the Public Services Category be discussed after the Public Facilities and Administrative Activities categories.

PUBLIC SPEAKERS: None

MOTION: After discussion, it was moved by Council Member McNelis to close the Public Hearing and adopt the Resolution directing staff to prepare a Draft Annual Action Plan and publish a summary of the Annual Action Plan for Program Year 2017 CDBG funds with funding levels as listed below and to proportionally adjust sub recipient allocations to accommodate any shortfall or surplus received for Program Year 2017.

AMENDED MOTION: At the request of Council Member Jones, and approved by Council Member McNelis, the motion was amended to direct staff to proportionately adjust allocations among Public Services, Public Facilities and Administrative Activities to accommodate any shortfall or surplus, with the exception that any additional funding in the Public Service Activities category up to \$5,000 shall be allocated proportionately between the Santee Food Bank and Santee Santos and that staff shall return to the City Council for additional direction should the additional amount available for Public Services activities exceed \$5,000.

ACTION: After additional discussion and clarification, on the amended motion by Council Member McNelis, seconded by Council Member Jones, the Public Hearing was closed at 7:30 p.m. and the amended Resolution directing staff to proportionately adjust allocations among Public Services, Public Facilities and Administrative Activities to accommodate any shortfall or surplus between the projected Program Year 2017 CDBG allocation of \$227,000 and the actual CDBG grant received for Program Year 2017, with the exception that any additional funding in the Public Service Activities category up to \$5,000 shall be allocated proportionately between the Santee Food Bank and Santee Santos and that staff shall return to the City Council for additional direction should the additional amount available for Public Services activities exceed \$5,000. The motion carried with all voting aye, except Mayor Minto who was absent.

Public Facility Projects

City of Santee - 108 Loan Debt Service	\$152,362
City of Santee - 108 Loan Debt Service Reserve	656
Home of Guiding Hands	<u>0</u>
Total:	\$153,018

Administrative Activities

CDBG Program Administration	\$29,900
CSA San Diego County	<u>15,500</u>
Total:	\$45,400

Public Service Activities

Cameron Family YMCA	<u>Allocation</u> \$2,000
Crisis House	5,000

Caring Neighbors Program (LSS)	2,500
Elderhelp	2,500
Meals on Wheels	6,800
Santee Food Bank	11,500
Santee Santas	<u>3,750</u>
Total:	\$34,050

Grand Total Allocation: **\$232,468**

3. **ORDINANCES:** *See Item 1(F)*

4. **CITY COUNCIL ITEMS AND REPORTS:** None

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:**

- (A) **Resolution awarding the construction contract for the Citywide Bike Lane Project (CIP 2016-04) to Chrisp Company and approving a Categorical Exemption pursuant to the guidelines of the California Environmental Quality Act (CEQA). (Reso 015-2017)**

Vice Mayor Hall registered an abstention due to a conflict of interest and left the dais, turning the meeting over to Council Member McNelis. Principal Traffic Engineer Mei presented the staff report utilizing a PowerPoint presentation and noted for the record that a segment on Fanita Drive between Prospect Avenue and the City's southern limit is included in the scope of work, but was inadvertently left out of the agenda staff report. Principal Traffic Engineer Mie and Principal Civil Engineer Schmitz answered Council's questions.

ACTION: On motion of Council Member Jones, seconded by Council Member Houlahan, the Resolution determining the bid from Payco Specialties, Inc. to be non-responsive; awarding the construction contract to Chrisp Company for a total amount of \$100,503.65; authorizing the City Manager to execute the contract; authorizing the Director of Development Services to approve change orders in an amount not to exceed \$10,050.00; and approving a categorical exemption pursuant to CEQA was adopted with all voting aye, except Vice Mayor Hall who abstained and Mayor Minto who was absent.

(B) Approve in concept a temporary easement from Home Fed to allow public access to the Stowe Trail.

Director of Community Services Maertz presented the staff report utilizing a PowerPoint presentation and answered Council's questions.

PUBLIC SPEAKERS:

City Clerk Bell announced that one speaker slip in support, but not wishing to speak, was submitted by Kirk Riley.

In Support:

- Ben Stone, San Diego Mountain Biking Association
- Kevin Loomis, San Diego Mountain Biking Association
- Gardner Grady

ACTION: After discussion, on motion of Council Member Jones, seconded by Council Member McNelis, approval in concept of a temporary easement from HomeFed to allow public access to the Stowe Trail in a form substantially similar to the Draft Temporary Trail Access Easement provided, and directing the City Manager and City Attorney to refine and finalize the Temporary Trail Easement and indemnification of the property owner for this recreational use to allow patrons to access the Stowe Trail from Santee was approved with all voting aye, except Mayor Minto who was absent.

7. COMMUNICATION FROM THE PUBLIC:

- (A) Scot Wright asked Council to consider revising the City's Ordinance regarding beekeeping in Santee to be more in line with County regulations.

Council Members Jones, McNelis, and Houlahan provided general comments on beekeeping.

8. CITY MANAGER REPORTS:

City Manager Best reported on attending the East County Californian's Best of East County award ceremony and announced the local businesses that won and were highlighted at the event.

9. CDC SUCCESSOR AGENCY:

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

10. SANTEE PUBLIC FINANCING AUTHORITY:

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

11. CITY ATTORNEY REPORTS: None

12. CLOSED SESSION: None

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:08 p.m.

Date Approved: April 12, 2017

Patsy Bell, CMC, City Clerk/Agency Secretary
and for Authority Secretary Marlene Best

Minutes

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

**Council Chamber – Building 2
10601 Magnolia Avenue
Santee, California
March 8, 2017**

This Regular Meeting of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority was called to order by Mayor/Agency Chair/Authority Chair John W. Minto at 7:00 p.m.

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

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

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

The **INVOCATION** was given by Pastor Marshall Masser of Lakeside Christian Church, and the **PLEDGE OF ALLEGIANCE** was led by James Sly.

CERTIFICATE OF APPRECIATION: Rhae Novetti, City Clerk's Office Volunteer
Mayor Minto asked City Clerk Bell to assist in recognizing Rhae Novetti for her 14 years of service and Mayor Minto presented her with a Certificate of Appreciation.

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

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of February 8, 2017.**

- (C) Approval of Payment of Demands as presented.
- (D) Adoption of a Resolution authorizing submission of the Annual Housing Element Progress Report for calendar year 2016 to the State of California Office of Planning and Research and the State of California Department of Housing and Community Development. (Reso 016-2017)
- (E) Approval of a second amendment to the Memorandum of Understanding between the City of Santee, the Santee School District and the Santee Pioneer National Little League to clarify the sub-meter billing methodology for Chet Harritt Ball Fields use and authorization for the City Manager to execute the second amendment.

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

2. PUBLIC HEARING:

- (A) Public Hearing and Resolution amending the Transnet Local Street Improvement Program of Projects for Fiscal Years 2016/17 through 2020/21. (Reso 017-2017)

The Public Hearing was opened at 7:07 p.m. Director of Development Services Kush introduced the item and Principal Civil Engineer Schmitz presented the staff report and answered Council's questions.

ACTION: On motion of Council Member McNelis, seconded by Vice Mayor Hall, the Public Hearing was closed at 7:11 p.m. and the Resolution amending the TransNet Local Street Improvement Program of Project for Fiscal Years 2016/2017 through 2020/2021 and amending the adopted Capital Improvement Program budget for TransNet funded projects was adopted with all voting aye.

3. ORDINANCES: None

4. CITY COUNCIL ITEMS AND REPORTS:

Mayor Minto reported on attending the February 22 League of California Cities Board of Directors meeting.

5. CONTINUED BUSINESS: None

6. NEW BUSINESS: None

7. COMMUNICATION FROM THE PUBLIC:

Mayor Minto made a brief comment prior to starting Communication from the Public to address current corrugated metal pipe (CMP) failures that are located on private property.

- (A) Jeff O'Connor, HomeFed, gave an update on the temporary easement for the Stowe Trail.
- (B) Sergio Guerra requested the City's assistance regarding a CMP failure on his property.
- (C) Eileen Nielubowicz urged Council to help the residents with CMP failures on their properties.
- (D) Larry Stewart asked Council to help regarding a CMP failure on his property.
- (E) Denise Betz asked Council to help regarding a CMP failure on her property.
- (F) Alexandria Lowry distributed a handout to the Council and spoke of traffic concerns on Carlton Oaks; and requested the City look into options to help traffic flow.

Council Members asked clarifying questions to staff regarding the CMP failures, gave brief comments and directed staff to bring an item back to Council regarding the CMP failure on a future agenda.

8. CITY MANAGER REPORTS: None

9. CDC SUCCESSOR AGENCY:
(Note: Minutes appear as Item 1(B))

10. SANTEE PUBLIC FINANCING AUTHORITY:
(Note: Minutes appear as Item 1(B))

11. CITY ATTORNEY REPORTS:

(A) Report on Comprehensive Municipal Code update process and draft revisions to Titles 1 and 2.

City Attorney Hagerty provided an overview of the full Municipal Code update process and the changes being suggested in Titles 1 and 2 utilizing a PowerPoint presentation.

During discussion, City Attorney Hagerty answered Council's questions and noted that Title 3 would be coming before Council in the next few months.

12. CLOSED SESSION: None

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:07 p.m.

Date Approved: April 12, 2017

Patsy Bell, CMC, City Clerk/Agency Secretary
and for Authority Secretary Marlene Best

Minutes

Santee City Council

**ICON Building, 321 Tenth Avenue
San Diego, CA 92101
5th Inning Lounge**

**March 21, 2017
8:30 a.m.**

1. CALL TO ORDER

This Special Meeting of the Santee City Council was called to order by Mayor John W. Minto at 8:43 a.m.

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

Staff present were: City Manager Marlene Best, Assistant to the City Manager Kathy Valverde, Economic Development Coordinator Pam White, City Attorney Shawn Hagerty, Community Services Director Bill Maertz, Development Services Director Melanie Kush, Finance Director Tim McDermott, Fire Chief Richard Smith, and Human Resources Director Jessie Bishop. Facilitator Jim O'Grady was also present.

2. COMMUNICATION FROM THE PUBLIC

There was no communication from the public.

3. CITY COUNCIL/STAFF PLANNING WORKSHOP

Council Members and staff discussed various goals and priorities for the City.

Council Members recessed at 12:00 p.m. for lunch and reconvened at 1:10 p.m. with all Members present and further discussed the City's goals and priorities.

4. ADJOURNMENT

There being no further business, the meeting was adjourned at 3:45 p.m.

Date Approved: April 12, 2017

Kathy Valverde, Assistant to the City Manager

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT *tm*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Approval of the payment of demands as presented.

ATTACHMENTS (Listed Below)

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

Payment of Demands
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/15/17	Accounts Payable	\$ 70,931.23
03/16/17	Payroll	303,284.24
03/16/17	Accounts Payable	139,882.76
03/20/17	Accounts Payable	20,792.65
03/20/17	Accounts Payable	93,354.72
03/22/17	Accounts Payable	261,980.07
03/29/17	Accounts Payable	1,326,394.66
03/30/17	Payroll	316,957.11
03/30/17	Accounts Payable	135,055.44
04/03/17	Retiree Medical	5,203.00
04/03/17	Accounts Payable	<u>98,376.82</u>
TOTAL		<u>\$ 2,772,212.70</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
114766	3/15/2017	10412 AT&T	000008909684		TELEPHONE	-943.79
			000009041369		TELEPHONE	-370.49
			000009174951		TELEPHONE	778.91
			000009310231		TELEPHONE	779.06
					Total :	243.69
114767	3/15/2017	10021 BOUND TREE MEDICAL LLC	82410821	51676	EMS SUPPLIES	165.48
			82413505	51676	EMS SUPPLIES	106.18
			82413506	51676	EMS SUPPLIES	445.03
			82413507	51676	EMS SUPPLIES	42.31
			82413508	51676	EMS SUPPLIES	46.84
			82414833	51676	EMS SUPPLIES	458.76
			82416136	51676	EMS SUPPLIES	30.25
					Total :	1,294.85
114768	3/15/2017	10024 BUSINESS PRINTING COMPANY INC	131172		BUSINESS CARDS	154.62
					Total :	154.62
114769	3/15/2017	11055 CALIFORNIA SIGNS AND MARKETING	12396		NAME PLATE	21.55
					Total :	21.55
114770	3/15/2017	10327 CARLIN, TAMMIE K	031		INSTRUCTOR PAYMENT	1,836.00
					Total :	1,836.00
114771	3/15/2017	10299 CARQUEST AUTO PARTS	11102-427399	51488	VEHICLE REPAIR PART	45.10
			11102-427422	51488	VEHICLE REPAIR PART	53.79
					Total :	98.89
114772	3/15/2017	10958 CATERPILLAR FINANCIAL SERVICES	17729381		LEASE PYMNT#9 - BACKHOE	9,698.05
					Total :	9,698.05
114773	3/15/2017	11190 CDCE INC	131890	51705	MODEM & MDC MOUNTING EQUIP	2,447.88
				51705		
					Total :	2,447.88
114774	3/15/2017	10032 CINTAS CORPORATION #694	694313883	51489	UNIFORM/PARTS CLEANER RNTL	78.31

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114774	3/15/2017	10032 CINTAS CORPORATION #694	(Continued)			
114775	3/15/2017	12422 COURTESY CHEVROLET CENTER	8955985	51711	MEDIC UNIT REPAIR	78.31
					Total :	2,652.11
114776	3/15/2017	10333 COX COMMUNICATIONS	038997401		10601 N MAGNOLIA AVE	103.14
			105080401		9310 FANITA PKWY	35.31
					Total :	138.45
114777	3/15/2017	10595 CUTTER'S EDGE INDUSTRIES INC	021417-1	51468	EQUIPMENT REPAIR	20.55
					Total :	20.55
114778	3/15/2017	12438 DIESEL PRINT CO, LLC	1161		EGGSTRAVAGANZA	879.24
114779	3/15/2017	10251 FEDERAL EXPRESS	5-725-27408		SHIPPING CHARGES	879.24
					Total :	150.84
114780	3/15/2017	10009 FIRE ETC	93793		COMMUNICATION EQUIP INSTALL	432.56
			94287		COMMUNICATION EQUIP INSTALL	510.00
			95094		COMMUNICATION EQUIP INSTALL	340.00
			99502	51473	FIRE EXTINGUISHER SERVICE	29.11
					Total :	1,311.67
114781	3/15/2017	10066 GLOBALSTAR USA LLC	1000000008084883		SATELLITE PHONE SERVICE	49.94
					Total :	49.94
114782	3/15/2017	10490 HARRIS & ASSOCIATES INC	33805	51326	FANITA RANCH EIR	25,804.25
					Total :	25,804.25
114783	3/15/2017	10070 HAWTHORNE MACHINERY	SS000189208	51491	EQUIPMENT REPAIR	537.05
					Total :	537.05
114784	3/15/2017	11196 HD SUPPLY FACILITIES	9152274082	51517	STATION SUPPLIES	118.10
					Total :	118.10
114785	3/15/2017	10600 HINDERLITER, DE LLAMAS & ASSOC	0026770-IN (1)	51581	SVC-SALES TAX 1ST QTR 2017	1,350.00
			0026770-IN (2)		AUDIT-SALES TAX QTR 1 2017	3,352.66

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114785	3/15/2017	10600 HINDERLITER, DE LLAMAS & ASSOC	(Continued)			
114786	3/15/2017	12634 JUST A LITTLE SMOKE CATERING	2017-101-A		CITY COUNCIL RETREAT	150.00
114787	3/15/2017	12634 JUST A LITTLE SMOKE CATERING	2017-101-B		CITY COUNCIL RETREAT	150.00
114788	3/15/2017	10078 LUTHERAN SOCIAL SVCS OF SO CAL	LSS2016/2017 Q2	51669	CDBG SUBRECIPIENT	150.00
114789	3/15/2017	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-43 SANTEE03-23 SECT. 6 GRANT-07	51024	FANITA RCH CONSULTING SVCS WALMART EXPANSION PROF SVCS - SUBAREA PLAN COC	750.00
114790	3/15/2017	12613 MINE SAFETY APPLIANCES	98844344		EQUIPMENT REPAIR	455.00
114791	3/15/2017	10308 O'REILLY AUTO PARTS	2968-126089 2968-126211	51476 51476	VEHICLE SUPPLIES VEHICLE REPAIR PARTS	3,815.00
114792	3/15/2017	10344 PADRE DAM MUNICIPAL WATER DIST	29701296		TEMPORARY METER	175.00
114793	3/15/2017	12207 PERISCOPE HOLDINGS, INC.	SI-2538		NIGP CODE LIC RENEWAL	4,445.00
114794	3/15/2017	10606 SD COUNTY SHERIFF'S PRINT SHOP	4961		MV2 EXEMPLARY AWARDS 2016	1,235.61
114795	3/15/2017	10212 SANTEE SCHOOL DISTRICT	2017-1	51539	TEEN CENTER TRANSPORTATION	26.80
114796	3/15/2017	10110 SECTRAN SECURITY INC	17030343	51501	TRANSPORT SERVICES	46.33
					Total :	73.13
					Total :	235.71
					Total :	495.00
					Total :	495.00
					Total :	808.25
					Total :	808.25
					Total :	1,215.00
					Total :	1,215.00
					Total :	111.30
					Total :	111.30

Voucher List
CITY OF SANTEE

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
114797	3/15/2017	12623 SOLAR WEST		17-020		PERMIT REFUND	244.08
						Total :	244.08
114798	3/15/2017	10314 SOUTH COAST EMERGENCY VEHICLE		483377	51502	VEHICLE SUPPLIES	20.20
						Total :	20.20
114799	3/15/2017	10217 STAPLES BUSINESS ADVANTAGE		3330090847	51575	MISC OFFICE SUPPLIES	79.49
				3330090851	51504	OFFICE SUPPLIES	274.93
				3330395499	51575	OFFICE SUPPLIES - CSD	44.82
				3330710457	51547	OFFICE SUPPLIES	55.18
						Total :	454.42
114800	3/15/2017	10316 TCB EMBROIDERY		13017		FD LOGOS	70.00
						Total :	70.00
114801	3/15/2017	10250 THE EAST COUNTY		00049296		PUB ORD 546	273.00
						Total :	273.00
114802	3/15/2017	10158 THE SOCO GROUP INC		0363730-IN	51708	DELIVERED FUEL	764.21
				0364755-IN	51544	VEHICLE SUPPLIES	1,111.83
				CL93417	51683	FLEET CARD FUELING	1,148.69
						Total :	3,024.73
114803	3/15/2017	10165 TRAD AM ENTERPRISES INC		0217		INSTRUCTOR PAYMENT	881.40
						Total :	881.40
114804	3/15/2017	10642 USPS-HASLER		03082016		POSTAGE REIMBURSEMENT	2,327.52
						Total :	2,327.52
114805	3/15/2017	10475 VERIZON WIRELESS		9780686636		WIFI SERVICE	1,728.18
						Total :	1,728.18
						Bank total :	70,931.23
						Total vouchers :	70,931.23

40 Vouchers for bank code : ubgen
40 Vouchers in this report

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Prepared by: Michelle S
Date: 3/15/17
Approved by: [Signature]
Date: 3-15-17

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice			
114806	3/16/2017	10844 FRANCHISE TAX BOARD	PPE 03/08/14		WITHHOLDING ORDER	25.00
114807	3/16/2017	10508 LIFE INSURANCE COMPANY OF	March 2017		LIFE INSURANCE/LTD	2,713.93
114808	3/16/2017	10779 NATIONAL BENEFIT SERVICES LLC	PPE 03/08/17		FLEXIBLE SPENDING ACCOUNT	2,713.93
114809	3/16/2017	10784 NATIONAL UNION FIRE INSURANCE	March 2017		VOLUNTARY AD&D	2,261.56
114810	3/16/2017	10353 PERS	03 17 3		RETIREMENT PAYMENT	103.73
114811	3/16/2017	10335 SAN DIEGO FIREFIGHTERS FEDERAL	March 2017		LONG TERM DISABILITY-SAFETY	96,579.11
114812	3/16/2017	10424 SANTEE FIREFIGHTERS	PPE 03/08/17		DUES/PEC/BENEVOLENT/BC EXP	96,579.11
114813	3/16/2017	10776 STATE OF CALIFORNIA	PPE 03/08/17		WITHHOLDING ORDER	1,127.00
114814	3/16/2017	10001 US BANK	PPE 03/08/17		PARS RETIREMENT	2,472.19
114815	3/16/2017	10959 VANTAGE TRANSFER AGENT/457	PPE 03/08/17		ICMA - 457	2,472.19
114816	3/16/2017	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 03/08/17		RETIREE HEALTH SAVINGS ACCOL	267.69
114817	3/16/2017	10934 VEHICLE REGISTRATION	IDIRT 20161		WITHHOLDING ORDER	267.69
12 Vouchers for bank code : ubgen						686.82
						686.82
						29,966.83
						29,966.83
						3,499.90
						3,499.90
						179.00
						179.00
Bank total :						139,882.76

Bank code : ubgen
 Voucher Date Vendor Invoice PO # Description/Account Amount

12 Vouchers in this report
 Total vouchers : 139,882.76

Prepared by: Alade
 Date: 3-16-17
 Approved by: [Signature]
 Date: 3-16-17

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114819	3/20/2017	10001 US BANK				
			000047		CITY HALL DANCE SUPPLIES	21.60
			00068536		MEETING SUPPLIES	63.19
			002-5887064-7021853		OFFICE SUPPLIES	128.05
			002-7147754-3724204		OFFICE SUPPLIES	54.59
			005590		WEARING APPAREL	126.00
			007366		GOVT DAY MEETING EXPENSE	30.74
			012312		NAME TAGS AND PLATES	96.81
			012717		CITY HALL DANCE	100.83
			013017		DUE FROM EMPLOYEE	27.32
			01302		SIGN MAINTENANCE & REPAIR - V-	14.63
			013898		SANTEE ACTIVE LIFESTYLE EXPO	113.28
			017089		MEETING SUPPLIES	15.99
			018		CREDIT	-0.32
			020217		COUNCIL MEETING SUPPLIES	65.00
			02021734443		TOOL REPAIR	59.26
			020317		TEEN CTR SUPERBOWL PARTY	41.02
			020717		COUNCIL MEETING SUPPLIES	23.02
			02082017		TEEN CENTER SUPPLIES	36.00
			02112017		FF TRAINING COURSE	100.00
			021417		TEEN CENTER MAT/SUP	13.37
			02171094		ENGRAVING	6.44
			02220		SIGN MAINTENANCE & REPAIR	44.24
			02224		SIGN MAINTENANCE & REPAIR	105.90
			02460		STORM DRAIN FENCE REPAIR	232.25
			0280		GOVT DAY MEETING EXPENSE	132.25
			02849		SIGN MAINTENANCE & REPAIR	68.43
			030609		OATH OF OFFICE SUPPLIES	11.96
			033139		PHOTOS	61.72
			054377		COUNCIL RETREAT ROOM RENTAL	50.00
			058830		GENERAL SPECIAL EVENTS	46.75
			064401		SUPPLIES	9.63
			0673		SANTEE ACTIVE LIFESTYLE EXPO	28.77
			070717		MEETING SUPPLIES	13.56
			075873		SUPPLIES	23.80
			077065		OFFICE SUPPLIES	27.14
			077356		MEETING	37.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114819	3/20/2017	10001 US BANK	(Continued)			
			085034		LEAGUE CITY MGR CONFERENCE	13.00
			090389		MEETING SUPPLIES	7.50
			090813		MEETING SUPPLIES	7.49
			09770		PARKING	1.25
			103-0122077-4272275		EQUIPMENT HOLDERS	96.93
			103-1986902-1481056A		MEDIC UNIT EQUIPMENT	39.46
			103-1986902-1481056B		MEDIC UNIT EQUIPMENT	143.99
			1054998171-A		SANTEE ACTIVE LIFESTYLE EXPO	37.31
			1054998171-B		SANTEE LIFESTYLE EXPO	167.73
			1064258		LEAGUE CITY MGR CONFERENCE	758.88
			107-5615838-4062660		CIP FIELD SUPPLIES	337.16
			11154502		MATERIALS & SUPPLIES - CIP	66.23
			112-1091967-2225863		MATERIALS & SUPPLIES-TRAFFIC	8.99
			115-1326623-3324235		BOOKCASE	82.50
			115-2946864-0441004		HP TONER CARTRIDGES	516.86
			115-6521794-3434633		HP TONER CARTRIDGE	171.44
			124645		SHOP TOOLS	1,294.25
			1256-4200		FIRESTATS TRAINING REG	580.00
			127832		BAGGED COLD MIX ASPHALT, FLIN	992.28
			1295677		SOCAL WOOD BIOMASS SYMPOSI	49.00
			133282		OFFICE SUPPLIES	31.05
			133569		CITY HALL DANCE SUPPLIES	32.40
			135124		SANTEE ACTIVE LIFESTYLE EXPO	61.71
			1385		ENGRAVING	22.63
			14014		VEHICLE REPAIR PART	30.58
			14170		EQUIPMENT REPAIR	69.58
			156177		2/13 MANAGER'S MEETING	14.99
			15667		MAINT SUPPLIES - CITY HALL	28.45
			175		STATION SUPPLIES	10.43
			185756		MEETING REGISTRATION	25.00
			185847		MEETING REGISTRATION	25.00
			18925		MISC SUPPLIES	83.66
			1A-128412		PUB EDUCATION EVENT	49.68
			202315		FIREHOUSE WORLD CONFERENCE	360.00
			2123		DISC GOLF COURSE SIGNAGE	711.15
			216		ACTIVE LIFESTYLE EXPO	769.50

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114819	3/20/2017	10001 US BANK	(Continued)			
			21J0044		SANDAG BOARD RETREAT	26.00
			22671009		PARKING FEE	18.00
			2278512		VEHICLE REPAIR PART	209.97
			2294091		SO CAL IDEA EXCHANGE	175.00
			22976		SIGN MAINTENANCE & REPAIR	150.79
			23254993		STORM DRAIN REPAIR	540.54
			23552803		DISCHARGE HOSES FOR PUMPS	1,310.76
			237010048		PHOTOS	42.15
			2371513		SANTEE ACTIVE LIFESTYLE EXPO	95.00
			2427		LEAGUE CITY MGR CONFERENCE	22.76
			262017		CITY HALL DANCE WRISTBANDS	33.85
			26953		MAINT SUPPLIES - CITY HALL	6.27
			284657458		LEAGUE CITY MGR CONFERENCE	106.63
			295		REC CLASS PROMOTION & MKTG	20.00
			31694		VEHICLE REPAIR	205.89
			3-283		PARMA CONFERENCE	15.07
			3321		SPARC BREAKFAST	67.15
			3780		SANTEE ACTIVE LIFESTYLE EXPO	32.34
			38362		MAINT SUPPLIES - CITY HALL	36.46
			40004462		GOVT DAY MEETING EXPENSE	33.86
			40004587		OFFICE SUPPLIES	12.38
			4-149		PARMA CONFERENCE	38.33
			426943171848		PARMA CONFERENCE	472.26
			426963279536-1		PARMA CONFERENCE	442.26
			426963279536-2		PARMA CONFERENCE	30.00
			43319		SIDEWALK - DRAIN REPAIR	19.22
			453686-a		FRAMES	-13.34
			453686-b		FRAMES	-13.34
			453686-c		FRAMES	-13.34
			453686-d		FRAMES	-13.34
			453686-e		FRAMES	-13.34
			453686-f		FRAMES	-17.99
			453686-g		FRAMES	-17.99
			453686-h		FRAMES	-17.99
			453686-i		FRAMES	-17.99
			453686-j		FRAMES	-17.99

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114819	3/20/2017	10001 US BANK	(Continued)			
			48056		FACILITIES MATERIALS - OPS	32.79
			48474-NOAH		WASHING MACHINE REPAIR-FS #5	408.38
			50003		GOVT DAY MEETING EXPENSE	242.14
			51769		MAINT SUPPLIES - FS #5	67.25
			5262485913373		LEAGUE OF CA CITIES	232.88
			5617		LEAGUE CITY MGR CONFERENCE	10.70
			590517		LEAGUE CITY MGR CONFERENCE	40.00
			5YZRJU-A		LEAGUE OF CA CITIES	15.00
			5YZRJU-B		LEAGUE OF CA CITIES	15.00
			6/60033		PARMA CONFERENCE	42.00
			620234		LEAGUE CITY MGR CONFERENCE	15.57
			62863		CHLORINE-MISSION CREEK	7.39
			64403350		SUPPLIES	146.50
			6578		SANTEE ACTIVE LIFESTYLE EXPO	162.00
			66015		GATE REPAIR -WEST HILLS PARK	25.14
			6803		OATH OF OFFICE & SUPPLIES	73.03
			7028		ACTIVE LIFESTYLE EXPO	41.75
			730476-01		TOOL ORGANIZATION - V162	96.98
			73958		SPRING BROCHURE PRINTING	1,290.68
			77467		REFUND FOR MISC SUPPLIES	-83.66
			77717		REPAIRS-TOWN CENTER PARK EA	23.17
			80507		ASPHALT REPAIR SUPPLIES	62.27
			8292		COPY CHARGE	11.92
			8785147		SUPPLIES	215.97
			8887		ACTIVE LIFESTYLE EXPO	1,000.00
			89215		FACILITIES MATERIALS - OPS	88.39
			935203088		LEAGUE OF CA CITIES	118.09
			BUS2120		SPRING EGGSTRAVAGANZA	871.20
			CE111460		SUPPLIES TO CAP FIRE LINE	54.26
			G95046/1		VEHICLE REPAIR PARTS	40.82
			HRBN887		I.T. SUPPLIES	386.74
			HRBN904		I.T. SUPPLIES	386.74
			IN39087		RADIO SUPPLIES	127.49
			PARTS-4513		DRINKING FOUNTAIN REPAIR	239.63
			Q88434		FRAMING	66.19
			QHOFLLMA		LEAGUE CITY MGR CONFERENCE	-285.20

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114819	3/20/2017	10001 US BANK	(Continued) QHOF LMB QHOF LMC T103845 TRN9322		LEAGUE CITY MGR CONFERENCE LEAGUE CITY MGR CONFERENCE MATERIALS & SUPPLIES - CIP OFFICE SUPPLIES	285.20 25.00 425.55 33.13

Total : 20,792.65

Bank total : 20,792.65

Total vouchers : 20,792.65

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Prepared by: *Michele J*
Date: 3-20-17

Approved by: *F. Adams*
Date: 3-20-17

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64722	3/20/2017	10955 DEPARTMENT OF THE TREASURY	PPE 03/08/17		FEDERAL WITHHOLDING TAX AND	72,220.59
					Total :	72,220.59
64751	3/20/2017	10956 FRANCHISE TAX BOARD	PPE 03/08/17		CA STATE TAX WITHHELD	21,134.13
					Total :	21,134.13
					Bank total :	93,354.72
					Total vouchers :	93,354.72

2 Vouchers for bank code : ubgen
2 Vouchers in this report

Prepared by: *[Signature]*
Date: 3-20-17
Approved by: *[Signature]*
Date: 3-20-17

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114820	3/22/2017	11859 AIRGAS USA LLC	9060872994		EQUIPMENT TESTING	338.51
					Total :	338.51
114821	3/22/2017	11445 AMERICAN MESSAGING	L1072898RC		FD PAGER SERVICE	171.82
					Total :	171.82
114822	3/22/2017	12083 ANIMAL PEST MANAGEMENT	502888	51537	PEST CONTROL SERVICES	696.00
			502924	51537	PEST CONTROL SERVICES	45.00
			502925	51537	PEST CONTROL SERVICES	45.00
			504264	51537	BEE HIVE REMOVAL	120.00
					Total :	906.00
114823	3/22/2017	12464 AON GLOBAL RISK CONSULTANTS	K68-0002125	51641	CUST#2595020 SVCS DEC 2016	5,400.00
					Total :	5,400.00
114824	3/22/2017	10516 AWARDS BY NAVAJO	02171130		NAME TAG	11.85
					Total :	11.85
114825	3/22/2017	10062 BATHRICK, FRANK T	03172017A		COMMISSION STIPEND	50.00
					Total :	50.00
114826	3/22/2017	10020 BEST BEST & KRIEGER LLP	LEGAL SVC FEB 2017		LEGAL SERVICES FEB 2017	51,776.46
					Total :	51,776.46
114827	3/22/2017	10021 BOUND TREE MEDICAL LLC	82418638	51676	EMS SUPPLIES	254.39
			82420016	51676	EMS SUPPLIES	1,476.41
			82420017	51676	EMS SUPPLIES	59.22
			82420018	51676	EMS SUPPLIES	321.70
			82420019	51676	EMS SUPPLIES	21.07
			82420020	51676	EMS SUPPLIES	17.46
			82421780	51676	EMS SUPPLIES	172.11
					Total :	2,322.36
114828	3/22/2017	11863 BRADLEY, NICK	03162017B		COMMISSION STIPEND	50.00
					Total :	50.00
114829	3/22/2017	10023 BUILDERS FENCE COMPANY INC	1629819	51620	FENCE MATERIALS	41.46

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114829	3/22/2017	10023 BUILDERS FENCE COMPANY INC	(Continued)			
114830	3/22/2017	10098 BURNER, RONALD	22817	51560	ATHLETIC FIELD COORDINATION	41.46
					Total :	2,083.34
114831	3/22/2017	11169 CALIFORNIA WATERS LLC	250	51522	FOUNTAIN MAINT & REPAIRS	2,474.00
					Total :	2,474.00
114832	3/22/2017	10876 CANON SOLUTIONS AMERICA INC	902551117		MATERIALS & SUPPLIES	331.89
					Total :	331.89
114833	3/22/2017	10032 CINTAS CORPORATION #694	694306876	51489	CLEANING FLUID DSPNSR SRVC	51.64
			694316439	51489	UNIFORM/PARTS CLEANER RNTL	60.53
					Total :	112.17
114834	3/22/2017	11330 CLEANSTREET	85550	51591	STREET SWEEPING SVCS	14,876.64
					Total :	14,876.64
114835	3/22/2017	10160 CORELOGIC SOLUTIONS LLC	50018276		SOFTWARE LICENSING	1,800.00
					Total :	1,800.00
114836	3/22/2017	10039 COUNTY MOTOR PARTS COMPANY INC	348982	51467	VEHICLE REPAIR PARTS	687.45
			349753	51467	VEHICLE REPAIR PARTS	48.70
					Total :	736.15
114837	3/22/2017	10358 COUNTY OF SAN DIEGO	17CTOFSAN08		SHERIFF RADIOS	4,345.00
					Total :	4,345.00
114838	3/22/2017	10358 COUNTY OF SAN DIEGO	17CTOFSAN08	51619	800 MHZ ACCESS (FIRE/PS)	1,485.00
					Total :	1,485.00
114839	3/22/2017	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	237.49
					Total :	237.49
114840	3/22/2017	10142 CSA SAN DIEGO COUNTY	411	51671	CDBG SUBRECIPIENT	974.87
					Total :	974.87
114841	3/22/2017	12465 CUYAMACA ANIMAL HOSPITAL	CD16030S		REFUNDABLE DEPOSIT	1,411.55

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
114841	3/22/2017	12465 12465 CUYAMACA ANIMAL HOSPITAL	(Continued)			
114842	3/22/2017	10043 D & D SERVICES INC	31316	51556	DEAD ANIMAL REMOVAL SVC	1,235.00
					Total :	1,235.00
114843	3/22/2017	11418 DAMOOR, KESHAV	03162017C		COMMISSION STIPEND	50.00
					Total :	50.00
114844	3/22/2017	10053 EL CAJON PLUMBING & HEATING	297852	51432	PLUMBING SUPPLIES - FIRE#4	37.51
					Total :	37.51
114845	3/22/2017	12593 ELLISON WILSON ADVOCACY, LLC	317		ADVOCACY SERVICES	1,500.00
					Total :	1,500.00
114846	3/22/2017	12224 ENNISS INC.	424170	51630	SAND - YARD MATERIALS	514.92
					Total :	514.92
114847	3/22/2017	10057 ESGIL CORPORATION	02/27/17-03/03/17 03/06/17-03/10/17		SHARE OF FEES	34,246.33
					SHARE OF FEES	18,896.60
					Total :	53,142.93
114848	3/22/2017	10580 FASTENAL COMPANY	CAELC66725 CAELC66784	51524 51524	MATERIALS & HARDWARE - PSD MATERIALS & HARDWARE - PSD	4.24 22.75
					Total :	26.99
114849	3/22/2017	10065 GLOBAL POWER GROUP INC	47720	51437	GENERATOR MAINT & REPAIRS	401.00
					Total :	401.00
114850	3/22/2017	10256 HOME DEPOT CREDIT SERVICES	5152755 9152704 9152708 9152709	51514 51514 51514 51514	EMS SUPPLIES STATION SUPPLIES STATION SUPPLIES STATION SUPPLIES	3.21 68.92 -68.92 5.23
					Total :	8.44
114851	3/22/2017	11724 ICF JONES & STOKES INC	0118161 0118807 0119361 0119855	50890 50890 50890 50890	CIRCULATION ELEMENT CEQA CIRCULATION ELEMENT CEQA CIRCULATION ELEMENT CEQA CIRCULATION ELEMENT CEQA	7,200.00 11,427.50 8,457.50 21,341.50

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
114851	3/22/2017	11724 ICF JONES & STOKES INC	(Continued)			
114852	3/22/2017	10075 IRON MOUNTAIN INFO MGMT INC	201251434		DATA STORAGE	198.31
114853	3/22/2017	12461 MARSHALL DJ SERVICES	031017		DJ SERVICES TEEN DANCE	198.31
114854	3/22/2017	12028 MEACOR SIGNS	9397	51682	DIRECTIONAL SIGNS	395.00
114855	3/22/2017	10079 MEDICO PROFESSIONAL	1953907	51497	MEDICAL LINEN SERVICE	395.00
114856	3/22/2017	10800 METTLER, DENNIS	7788	51497	MEDICAL LINEN SERVICE	4,029.85
114857	3/22/2017	12612 NOEL, DAVID	01242017		STEEL TOE WORK BOOTS	4,029.85
114858	3/22/2017	10344 PADRE DAM MUNICIPAL WATER DIST	21105559		SETTLEMENT PAYMENT	8.16
114859	3/22/2017	10161 PRIZM JANITORIAL SERVICES INC	14480	51595	9170 VIA DE CRISTINA	20.02
114860	3/22/2017	10101 PROFESSIONAL MEDICAL SUPPLY	14481	51574	10580 PROSPECT AVE	28.18
			Z989179		10541 PROSPECT AVE	188.55
			Z989180		10054 PROSPECT AVE	188.55
			Z989181		10027 PROSPECT AVE	352.75
					GROUP BILL	352.75
					CUSTODIAL SVCS - OFFICES	420.12
					CUSTODIAL SERVICES - PARKS	66.65
					OXYGEN CYLINDERS & REFILLS	66.65
					OXYGEN CYLINDERS & REFILLS	37.88
					OXYGEN CYLINDERS & REFILLS	44.95
						9,201.34
					Total :	9,837.59
						2,502.63
						1,973.85
					Total :	4,476.48
						55.23
						168.00
					Total :	75.39
						298.62

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114866	3/22/2017	10158 THE SOCO GROUP INC	(Continued) CL93822	51708	FLEET CARD FUELING	1,375.12
					Total :	2,387.45
114867	3/22/2017	10479 TIRE CENTERS LLC	8720176269	51520	TIRES - V165	1,411.89
					Total :	1,411.89
114868	3/22/2017	10133 UNDERGROUND SERVICE ALERT	220170680	51552	DIG ALERT SERVICES	96.00
					Total :	96.00
114869	3/22/2017	10978 US BANK	4562917		LEASE REV BONDS SERIES 2005	1,260.00
					Total :	1,260.00
114870	3/22/2017	10211 VISION INTERNET PROVIDERS	34307	51506	WEBSITE REDESIGN	11,656.00
					Total :	11,656.00
114871	3/22/2017	10326 WESCO INC	245084	51459	SANTANA TENNIS COURT LIGHTS	1,143.44
			245086	51459	LIGHTING SUPPLIES	699.84
			247121	51459	CREDIT- LIGHTING SUPPLIES	-699.84
			247123	51459	SANTANA TENNIS COURT LIGHTS	238.56
					Total :	1,382.00
114872	3/22/2017	10136 WEST COAST ARBORISTS INC	123099	51579	URBAN FORESTRY MGMT SVCS	640.00
			123100	51579	URBAN FORESTRY MGMT SVCS	3,840.00
			123101	51579	URBAN FORESTRY MGMT SVCS	640.00
					Total :	5,120.00
114873	3/22/2017	10537 WETMORES	63063074	51507	VEHICLE SUPPLIES	63.32
			63063101	51507	VEHICLE SUPPLIES	7.07
					Total :	70.39
114874	3/22/2017	10879 WHITAKER BROTHERS BUSINESS	SRV088698		EQUIPMENT REPAIR	317.02
					Total :	317.02
114875	3/22/2017	10137 WILLIAMS, RUSTY	03162017D		COMMISSION STIPEND	50.00
					Total :	50.00
114876	3/22/2017	10797 WILSON, LEE	03162017E		COMMISSION STIPEND	50.00

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
114876	3/22/2017	10797 WILSON, LEE					50.00
114877	3/22/2017	10317 WM HEALTHCARE SOLUTIONS INC		0358786-2793-0 0358787-2793-8	51509 51509	BIOMEDICAL WASTE DISPOSAL BIOMEDICAL WASTE DISPOSAL	90.94 91.12
						Total :	182.06
114878	3/22/2017	10232 XEROX CORPORATION		088300089 088300090 088300091 088300093 088300096 088300097	51534 51533 51511 51660 51531 51532	COPY CHARGES COPY CHARGES COPY CHARGES - STATION #5 COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES & LEASE	157.11 227.38 99.97 308.85 134.17 381.87
						Total :	1,309.35
114879	3/22/2017	10318 ZOLL MEDICAL CORPORATION		2491400 2492706	51521 51715	EMS SUPPLIES EMS SUPPLIES	383.86 14,223.65
						Total :	14,607.51
						Bank total :	261,980.07
						Total vouchers :	261,980.07

60 Vouchers for bank code : ubgen

60 Vouchers in this report

Prepared by: 
 Date: 3-22-17

Approved by: 
 Date: 3-22-17

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code :	ubgen					
114881	3/29/2017	11419 ANALYTICAL CHEMISTS INC	37165-A	51463	EQUIPMENT TESTING	95.00
114882	3/29/2017	10262 AUSTIN, ROY	APRIL -JUNE 2017		RETIREE HEALTH INSURNACE	1,144.59
114883	3/29/2017	10516 AWARDS BY NAVAJO	030171018		NAME TAGS	23.71
114884	3/29/2017	12471 BEAR ELECTRICAL	4312	51664	TRAFFIC SIGNAL IMPROVEMENT	240.00
			4369	51664	STREET LIGHT CALL-OUTS	3,810.75
			4370	51664	TRAFFIC SIGNAL MAINT	1,350.00
114885	3/29/2017	12575 BELL, BEVERLY	ARPIL - JUNE 2017		RETIREE HEALTH INSURANCE	389.70
114886	3/29/2017	10619 BELL, PATSY	11082016		PUBLIC INFO OFFICER TRAINING	90.08
114887	3/29/2017	11513 BOND, ELLEN	04012017-263		MEADOWBROOK HARDSHIP PGRM	33.28
114888	3/29/2017	10021 BOUND TREE MEDICAL LLC	82426916	51676	EMS SUPPLIES	48.40
			82426917	51676	EMS SUPPLIES	51.37
			82426918	51676	EMS SUPPLIES	78.09
			82428543	51676	EMS SUPPLIES	100.71
			82428544	51676	EMS SUPPLIES	899.49
			82428545	51676	EMS SUPPLIES	375.03
			82428546	51676	EMS SUPPLIES	70.59
			82428547	51676	EMS SUPPLIES	124.59
114889	3/29/2017	10898 CALIFORNIA CHAMBER OF COMMERCE	11087265		2017 EMPLOYMENT POSTER	17.00
114890	3/29/2017	12439 CALIFORNIA PARKS AND	GPGF2016		DAY CAMP FIELD TRIP	400.00
					Total :	1,748.27
					Total :	17.00
					Total :	17.00

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114890	3/29/2017	12439 CALIFORNIA PARKS AND	(Continued)			400.00
114891	3/29/2017	10876 CANON SOLUTIONS AMERICA INC	988827485	51549	SCANNER MAINTENANCE	66.10
			988830018	51549	PLOTTER MAINT & USAGE	178.68
					Total :	244.78
114892	3/29/2017	10299 CARQUEST AUTO PARTS	11102-428431	51488	VEHICLE SUPPLIES	30.21
			11102-428521	51488	VEHICLE REPAIR PARTS	19.60
					Total :	49.81
114893	3/29/2017	11402 CARROLL, JUDI	04012017-96		MEADOWBROOK HARDSHIP PGRM	33.38
					Total :	33.38
114894	3/29/2017	10032 CINTAS CORPORATION #694	694318968	51489	UNIFORM/PARTS CLEANER RNTL	60.53
					Total :	60.53
114895	3/29/2017	10033 CITY ELECTRIC SUPPLY COMPANY	STE/038914	51426	LIGHT REPLACEMENTS	377.13
					Total :	377.13
114896	3/29/2017	10050 HCFA	HCA0000182		4TH QTR MEMBER ASSESSMENT	51,412.00
					Total :	51,412.00
114897	3/29/2017	10050 CITY OF EL CAJON	HFTA000039		HFTA FEES - 4TH QUARTER	8,119.00
					Total :	8,119.00
114898	3/29/2017	11409 CLAYTON, SYLVIA	04012017-340		MEADOWBROOK HARDSHIP PGRM	34.91
					Total :	34.91
114899	3/29/2017	10035 COMPETITIVE METALS INC	246100	51428	SIGN POLES FOR WALKER TRAIL	403.25
					Total :	403.25
114900	3/29/2017	12602 COOK, TROY	1-B		SPRING EGGSTRAVAGANZA	500.00
					Total :	500.00
114901	3/29/2017	10268 COOPER, JACKIE	APRIL 1, 2017		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
114902	3/29/2017	12153 CORODATA RECORDS	RS4301697		DOC RETRIEVAL AND STORAGE	209.10

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114902	3/29/2017	12153 CORODATA RECORDS	(Continued)			209.10
114903	3/29/2017	10486 COUNTY OF SAN DIEGO	201700131		MAP COPIES	6.00
114904	3/29/2017	10040 COUNTYWIDE MECHANICAL SYSTEMS	P17061564	51626	PLUMBING REPAIRS-MAST PARK	6.00
			P17061595	51626	PLUMBING REPAIRS - FS#4	180.00
					Total :	408.80
114905	3/29/2017	12422 COURTESY CHEVROLET CENTER	8957139	51569	VEHICLE REPAIR	740.14
114906	3/29/2017	10333 COX COMMUNICATIONS	063453006		9534 VIA ZAPADOR	740.14
114907	3/29/2017	12483 DISCOUNT SIGNS AND BANNERS	4731		EQUIPMENT SUPPLIES	344.16
					Total :	344.16
114908	3/29/2017	10057 ESGIL CORPORATION	03/13/17-03/17/17		SHARE OF FEES	5.39
					Total :	5.39
114909	3/29/2017	12335 GREENPLAY LLC	5707	51413	2016 PARKS & REC MASTER PLAN	13,203.36
					Total :	13,203.36
114910	3/29/2017	10256 HOME DEPOT CREDIT SERVICES	1152852	51514	STATION SUPPLIES	121.67
			7152905	51514	STATION SUPPLIES	121.30
			8152888	51514	STATION SUPPLIES	2.56
					Total :	245.53
114911	3/29/2017	10612 HOME OF GUIDING HANDS CORP	675-001	51672	CDBG SUBRECIPIENT	7,074.00
					Total :	7,074.00
114912	3/29/2017	12642 HOMEFED FANITA RANCHO, LLC	03242017		REFUND-SR 52 CORRIDOR STUDY	125.49
					Total :	125.49
114913	3/29/2017	10271 HORAN, BERNICE	APRIL 1, 2017		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114914	3/29/2017	12499 JACOBS TELECOMMUNICATIONS	CUP1503A		REFUNDABLE DEPOSIT	6,537.72
					Total :	6,537.72
114915	3/29/2017	11233 JIMMIE JOHNSON'S KEARNY MESA	453775	51526	VEHICLE REPAIR PARTS	27.41
					Total :	27.41
114916	3/29/2017	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-44 SANTEE03-24 SANTEE04-18 SECT. 6 GRANT-08	51024	FANITA RCH CONSULTING SVCS PROF SVCS - WALMART EXP PROF SVCS - CALVARY CHAPEL PROF SVCS - SUBAREA PLAN COC	1,540.00 1,505.00 3,500.00 420.00
					Total :	6,965.00
114917	3/29/2017	10079 MEDICO PROFESSIONAL	1957350 1957351	51497 51497	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 8.16
					Total :	28.18
114918	3/29/2017	12332 MICHAEL BAKER	970240	51719	WALMART EXPANSION EIR	13,006.03
					Total :	13,006.03
114919	3/29/2017	12451 MOBILE GRAPHICS & DESIGN	201704	51629	BANNER INSTALL & REMOVAL	225.00
					Total :	225.00
114920	3/29/2017	12122 NUERA PLATINUM CONCRETE LLC	01722015-0117	51566	CONCRETE REPAIR/REPLACEMENT	27,042.12
					Total :	27,042.12
114921	3/29/2017	10218 OFFICE DEPOT	908502322001 910265342001 910803745001	51550 51550 51550	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	67.38 323.14 16.25
					Total :	406.77
114922	3/29/2017	10344 PADRE DAM MUNICIPAL WATER DIST	90000367		GROUP BILL	6,473.10
					Total :	6,473.10
114923	3/29/2017	11442 PATTERSON, LUANNE	04012017-225		MEADOWBROOK HARDSHIP PGRM	32.30
					Total :	32.30
114924	3/29/2017	11888 PENSKE FORD	10126958	51478	VEHICLE REPAIR PARTS	45.80

Bank code :	ubgen	Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor				
114924	3/29/2017	11888 PENSKE FORD	(Continued)			
114925	3/29/2017	10150 PROBUILD	14-0156450	51446	BUILDING MATERIALS & SUPPLIES	45.80
					Total :	17.42
114926	3/29/2017	12062 PURETEC INDUSTRIAL WATER	1546539	51479	DEIONIZED WATER SERVICE	45.00
			1546554	51479	DEIONIZED WATER SERVICE	90.00
					Total :	135.00
114927	3/29/2017	10095 RASA	5070	51589	MAP CHECK	440.00
			5071	51589	MAP CHECK	420.00
			5072	51589	MAP CHECK	420.00
					Total :	1,280.00
114928	3/29/2017	12237 RAYON, KYLE	APRIL 1, 2017		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
114929	3/29/2017	12256 ROE, DARLENE	04012017-318		MEADOWBROOK HARDSHIP PGRM	33.84
					Total :	33.84
114930	3/29/2017	10097 ROMAINE ELECTRIC CORPORATION	12-037986	51543	VEHICLE SUPPLIES	232.89
					Total :	232.89
114931	3/29/2017	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF JAN 2017		LAW ENFORCEMENT JAN 2017	1,100,083.40
					Total :	1,100,083.40
114932	3/29/2017	10870 SAN DIEGO COUNTY VECTOR	SD10121		VECTOR CONTROL - ASSESS	5.00
			SD10203		VECTOR CONTROL - ASSESS	305.46
					Total :	310.46
114933	3/29/2017	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8		STREET LIGHTS	30,785.47
			2237 358 004 2		TRAFFIC SIGNAL	4,565.85
			3422 380 562 8		GAS TAX	129.68
			7990 068 577 7		PARKS	12,696.48
			8509 742 169 4		CITY HALL GROUP BILL	6,552.87
					Total :	54,730.35
114934	3/29/2017	12639 SANTOS, KENNETH	0014		WEARING APPAREL	77.92

Voucher List
CITY OF SANTEE

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114934	3/29/2017	12639 SANTOS, KENNETH	(Continued)			
114935	3/29/2017	12223 SITEONE LANDSCAPE SUPPLY LLC	79344142	51709	ROW WEED ABATEMENT	77.92
114936	3/29/2017	11403 ST. JOHN, LYNNE	04012017-78		MEADOWBROOK HARDSHIP PGRM	2,484.27
114937	3/29/2017	10217 STAPLES BUSINESS ADVANTAGE	3332404980	51555	OFFICE SUPPLIES	2,484.27
			3332483072	51555	OFFICE SUPPLIES	33.44
			3332562237	51504	OFFICE SUPPLIES	-12.44
			3332744068	51555	OFFICE SUPPLIES	280.67
			3332744069	51555	OFFICE SUPPLIES	182.94
			3332744071	51555	OFFICE SUPPLIES	-63.23
			3332744073	51547	COUNCIL STAFF RETREAT	63.23
			3332744073	51547	COUNCIL STAFF RETREAT	6.87
					COUNCIL STAFF RETREAT	7.09
					Total :	465.13
114938	3/29/2017	10121 SUPERIOR READY MIX LP	844999	51565	ASPHALT MATERIALS & SUPPLIES	128.01
114939	3/29/2017	10250 THE EAST COUNTY	00049801			128.01
					Total :	248.50
114940	3/29/2017	10158 THE SOCO GROUP INC	0366260-IN	51455	EQUIPMENT - SMALL TOOLS	140.02
			CL94573	51683	FLEET CARD FUELING	681.71
					Total :	821.73
114941	3/29/2017	10482 TRISTAR RISK MANAGEMENT	91013	51692	WORKERS' COMP AGREEMENT	6,789.25
114942	3/29/2017	10475 VERIZON WIRELESS	9781890530			6,789.25
					Total :	1,491.28
114943	3/29/2017	12641 WITTORFF, VICKY DENISE	APRIL 1, 2017		RETIREE HEALTH PAYMENT	91.00
114944	3/29/2017	10232 XEROX CORPORATION	0883000094	51529	COPY CHARGES & LEASE	91.00
			0883000092	51461	COPY CHARGES & LEASE	230.90
					Total :	231.17

Voucher List
CITY OF SANTEE

Bank code :	ubgen	Vendor		Invoice	PO #	Description/Account	Amount
114944	3/29/2017	10232	XEROX CORPORATION	(Continued) 088300095	51578	COPY CHARGES & LEASE	318.10 780.17
114945	3/29/2017	10232	XEROX CORPORATION	088409603 088409604	51510 51530	COPIER LEASE - FIRE ADMIN COPY CHARGES - STATION 4	179.15 67.28 246.43
65 Vouchers for bank code : ubgen							Bank total : 1,326,394.66
65 Vouchers in this report							Total vouchers : 1,326,394.66

Prepared by: M. Cole
Date: 3-29-17

Approved by: [Signature]
Date: 3-29-17

Bank code : ubgen		Vendor		Invoice	PO #	Description/Account	Amount
Voucher	Date						
114946	3/30/2017	10844	FRANCHISE TAX BOARD	PPE 03/22/17		WITHHOLDING ORDER	25.00
114947	3/30/2017	10779	NATIONAL BENEFIT SERVICES LLC	PPE 03/22/17		FLEXIBLE SPENDING ACCOUNT	2,261.56
114948	3/30/2017	10353	PERS	03 17 4		RETIREMENT PAYMENT	2,261.56
114949	3/30/2017	10424	SANTEE FIREFIGHTERS	PPE 03/22/17		DUES/PEC/BENEVOLENT	95,599.51
114950	3/30/2017	10776	STATE OF CALIFORNIA	PPE 03/22/17		WITHHOLDING ORDER	95,599.51
114951	3/30/2017	10001	US BANK	PPE 03/22/17		PARS RETIREMENT	2,447.20
114952	3/30/2017	10959	VANTAGE TRANSFER AGENT/457	PPE 03/22/17		ICMA - 457	267.69
114953	3/30/2017	10782	VANTAGEPOINT TRNSFR AGT/801801	PPE 03/22/17		RETIREE HEALTH SAVINGS ACCOL	697.72
8 Vouchers for bank code : ubgen							30,241.54
8 Vouchers in this report							30,241.54
Bank total :							135,055.44
Total vouchers :							135,055.44

Prepared by: *Allyce J*
Date: 3-30-17

Approved by: *Samuel J. ...*
Date: 3-30-17

Voucher List
CITY OF SANTEE

Bank code :	ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount				
2104	4/3/2017	10955 DEPARTMENT OF THE TREASURY	PPE 03/22/17		FEDERAL WITHHOLDING TAX AND	75,728.08				
					Total :	75,728.08				
2128	4/3/2017	10956 FRANCHISE TAX BOARD	PPE 03/22/17		CA STATE TAX WITHHELD	22,648.74				
					Total :	22,648.74				
2 Vouchers for bank code : ubgen						Bank total :	98,376.82			
2 Vouchers in this report						Total vouchers :	98,376.82			

Prepared by: Made
 Date: 4-3-17
 Approved by: [Signature]
 Date: 4-3-17

City of Santee
COUNCIL AGENDA STATEMENT

1D

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK SEALING PROGRAM 2017 PROJECT (CIP 2017-04) AND DETERMINING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301(c) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

This item requests City Council to award the construction contract for the Citywide Crack Sealing Program 2017 Project (CIP 2017-04) to American Asphalt South, Inc. in the amount of \$18,802.00. This project will place crack sealing in advance of the Citywide Pavement Repair and Rehabilitation Program and the Citywide Slurry Seal and Roadway Maintenance Program, which is scheduled this summer. The project neighborhoods are in various locations throughout the City (refer to attached project map).

On March 23, 2017, the City Clerk publicly opened and examined six sealed bids. American Asphalt South, Inc. was found to be the lowest responsive and responsible bidder, with a bid amount of \$18,802.00, which is 34% lower than the Engineer's Estimate of \$28,500.00.

Staff also requests authorization for the Director of Development Services to approve change orders in an amount not to exceed \$1,880.00 for unforeseen items and additional work.

ENVIRONMENTAL REVIEW

The project is categorically exempt from environmental review by Section 15301(c) of the Guidelines to the California Environmental Quality Act (CEQA). This Section provides an exemption for the maintenance of existing facilities.

FINANCIAL STATEMENT 

Funding for this Project is included in the adopted Capital Improvement Program budget as part of the Citywide Pavement Repair and Rehabilitation program. Funding for this project is provided by TransNet.

Design and Bidding	\$ 3,636.50
Construction Contract	18,802.00
Construction Change Orders	1,880.00
Construction Engineering/Management	<u>3,000.00</u>
Total Anticipated Project Cost	<u>\$27,318.50</u>

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION 

Adopt the attached Resolution, awarding the crack sealing contract for the Citywide Crack Sealing Program 2017 Project to American Asphalt South, Inc. for a total amount of \$18,802.00, authorizing the City Manager to execute the contract and the Director of Development Services to approve change orders in an amount not to exceed \$1,880.00.

ATTACHMENTS

Resolution

Bid Summary Chart

Project Map

Street List

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK
SEALING PROGRAM 2017 PROJECT, (CIP 2017-04) AND DETERMINING A
CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301(c) OF THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, the City Clerk, on the 23rd day of March, 2017 publicly opened and examined sealed bids for the Citywide Crack Sealing Program 2017 Project, (CIP 2017-04) ("Project"); and

WHEREAS, the lowest received bid was submitted by American Asphalt South, Inc. in the amount of \$18,802.00; and

WHEREAS, in accordance with Santee Municipal Code section 3.24.110 (E), staff has determined that the bid submitted by American Asphalt South, Inc. conforms in all material respects to the requirements set forth in the invitation for bids; and

WHEREAS, American Asphalt South, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of \$18,802.00; and

WHEREAS, staff recommends awarding the construction contract to American Asphalt South, Inc. in the amount of \$18,802.00; and

WHEREAS, staff requests authorization to expend an amount not to exceed \$1,880.00 for unforeseen change orders and additional work; and

WHEREAS, the project is categorically exempt from environmental review by sections 15301(c) of the Guidelines to the California Environmental Quality Act.

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

SECTION 1: The construction contract for the Citywide Crack Sealing Program 2017 Project, (CIP 2017-04) is awarded to American Asphalt South, Inc. as the lowest responsive and responsible bidder in the amount of \$18,802.00 and the City Manager is authorized to execute the contract on behalf of the City.

SECTION 2: The Director of Development Services is authorized to approve change orders in an amount not to exceed \$1,880.00 for unforeseen items and additional work.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 12th day of April, 2017 by the following roll call vote to wit:

**AYES:
NOES:
ABSENT:**

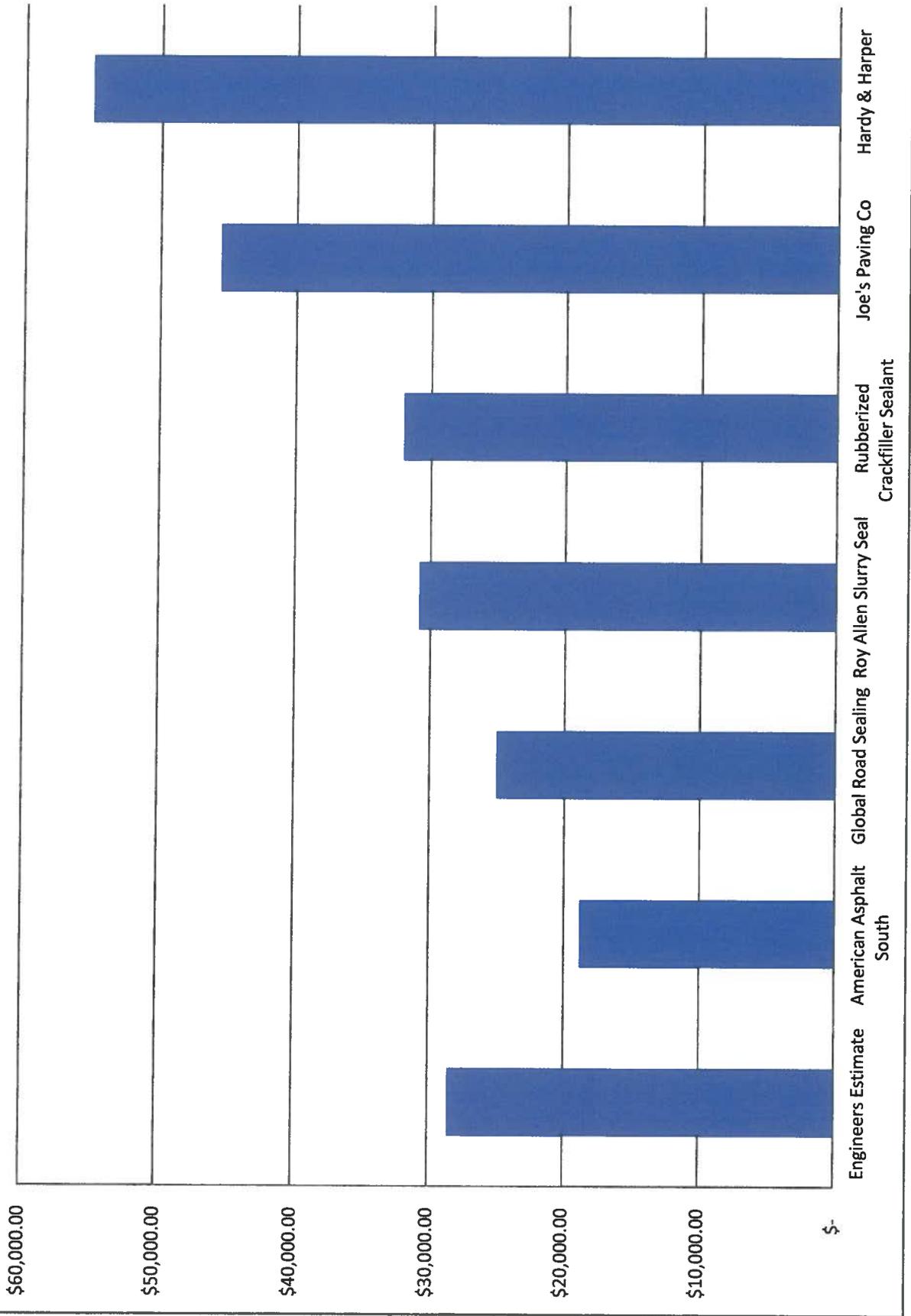
APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Citywide Crack Sealing Program 2017, CIP 2017-04





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CITYWIDE CRACK SEAL
PROGRAM 2017
ZONES BB,BF,ED & Halberns Blvd

**Citywide Crack Sealing Program 2017
CIP 2017-04**

ZONE BB

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

ZONE BF

Street	Begin	End
Timberlane Way	Beck Dr	El Nopal

ZONE ED

Street	Begin	End
Via de Amor	Cul de Sac (W)	Cul de Sac (E)
Via de Cristina	Cul de Sac (E)	Cul de Sac (W)
Via de Juan	Via de Victoria	Cul de Sac
Via de Victoria	Prospect Ave	End

City of Santee
COUNCIL AGENDA STATEMENT

1E

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE FINAL MAP FOR THE PROSPECT FIELDS SUBDIVISION (TM 2015-01) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT. LOCATION: PROSPECT AVENUE NORTH OF CLIFFORD HEIGHTS. APPLICANT: KB HOME CALIFORNIA, LLC

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MJK*

SUMMARY

This item requests City Council approve the final map for the Prospect Fields condominium project and the associated Subdivision Improvement Agreement. On November 18, 2015, City Council adopted Resolution No. 105-2015 for Tentative Map 2015-01, approving a residential condominium development comprised of 75 detached units on individual lots, and one common area lot located on Prospect Avenue. Development would be in substantial conformance with Development Review Permit DR 2015-01.

Dedications and plan approvals required by Tentative Map Resolution No. 105-2015 have been satisfied. The final map has been reviewed by the Department of Development Services and found to be technically correct, in substantial conformance with the tentative map requirements of Resolution No. 105-2015, the Santee Municipal Code and the Subdivision Map Act.

ENVIRONMENTAL REVIEW

A Negative Declaration (AEIS# 05-33) was approved for the project on November 18, 2015.

FINANCIAL STATEMENT *jm*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MOB*

Adopt the Resolution:

1. Authorizing the approval of the final map for the Prospect Fields subdivision, TM 2015-01.
2. Authorizing the City Manager to execute the associated Subdivision Improvement Agreement.

ATTACHMENTS

Resolution
Vicinity Map
Subdivision Improvement Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING THE FINAL MAP FOR THE PROSPECT FIELDS SUBDIVISION
(TM 2015-01) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT.
LOCATION: PROSPECT AVENUE NORTH OF CLIFFORD HEIGHTS.
APPLICANT: KB HOME CALIFORNIA, LLC**

WHEREAS, on November 18, 2015, the City Council adopted Resolution No. 105-2015 approving Tentative Map 2015-01, a residential condominium development comprised of 75 detached units on individual lots, and one common area lot, located on Prospect Avenue; and

WHEREAS, on November 18, 2015 a Negative Declaration was approved for the project, compliant with the requirements of the California Environmental Quality Act; and

WHEREAS, the developers KB Home California, LLC, has complied with all provisions of the tentative map approval required for recordation of the Final Map; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee does hereby approve the Final Map of Tentative Map 2015-01.

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

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 12th day of April 2017, by the following vote to wit:

**AYES:
NOES:
ABSENT:**

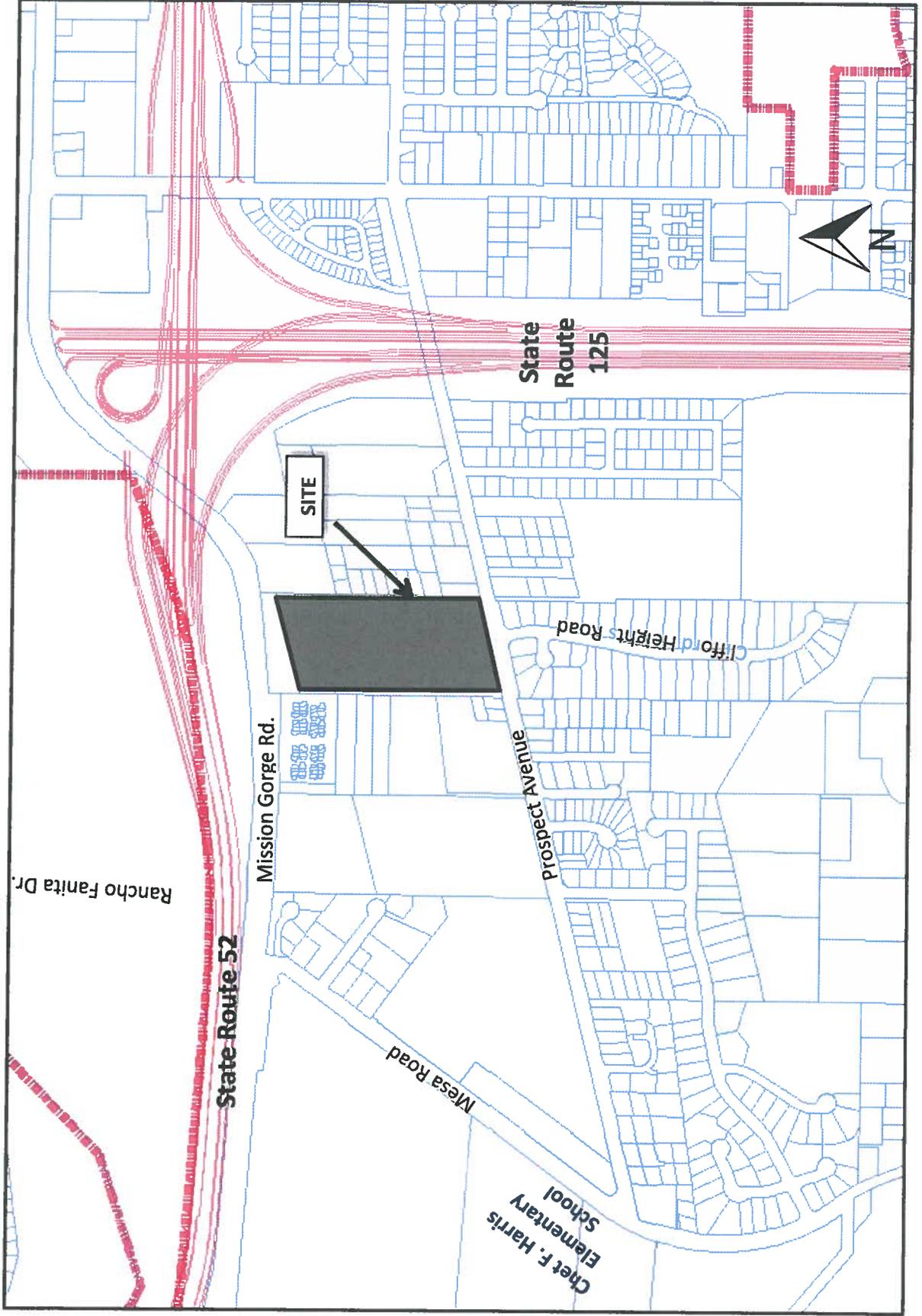
APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Vicinity Map
Prospect Fields (TM 2015-01)



**CITY OF SANTEE
SUBDIVISION IMPROVEMENT AGREEMENT**

DATE OF AGREEMENT: November 15, 2016

NAME OF SUBDIVIDER: KB Home California, LLC
(referred to as "Subdivider")

NAME OF SUBDIVISION: PROSPECT FIELDS
(referred to as "Subdivision")

TENTATIVE MAP RESOLUTION
AND DATE OF APPROVAL: Resolution No. 105-2015, November 18, 2015
(referred to as "Resolution of Approval")

IMPROVEMENT PLAN NO(S).: 2016-326-351

GRADING PLAN NO(S).: 2016-299-325

LANDSCAPE PLAN NO(S).: 2016-299-325
(all hereinafter referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF GRADING AND LANDSCAPING: \$ 1,992,662.00

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 803,367.00

ESTIMATED TOTAL COST OF MONUMENTATION: \$ 9,504.00

SURETY/FINANCIAL INSTITUTION: CONTINENTAL INSURANCE COMPANY

ADDRESS: 2020 MAIN STREET, SUITE 750, IRVINE CA 92614

FORM OF SECURITY: BONDS AND CHECKS DEPOSIT

SECURITY ID NOS.: BOND NOS. 929636872, 929636873, 929636874

CHECK NOS. 10730003, 10730004, 10730005, 10730006

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

RECITALS

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

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

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

1. Subdivider's Obligations to Construct Improvements.

Subdivider shall:

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

<u>IMPROVEMENTS</u>	<u>DEADLINE DATE</u>
<u>City of Santee Plans Drawing</u>	<u>Prior to first occupancy and/or</u>
<u>Nos. 2016-299-351</u>	<u>per Director of Development Services</u>

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

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

schedule inspections.

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

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

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

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

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

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

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

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

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

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

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

- b. The Subdivider shall construct the improvements in accordance with the City standards in effect at the time of their construction. City reserves the right to modify the standards applicable to the Subdivision and this agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.
9. Injury to Public Improvements, Public Property or Public Utility Facilities. Subdivider shall replace or repair subdivision monuments which are destroyed or damaged as a result of any work under this agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this agreement, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency, district or political subdivision thereof or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval of, the City Engineer.
10. Injury to Work. Until such time as the improvements are accepted by City, Subdivider shall be responsible to bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed and accepted by City, Subdivider will be responsible for the care, operation of, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.
11. Default of Subdivider.
 - a. Default of Subdivider shall include, but not be limited, to, Subdivider's failure to timely commence construction of the improvements under this agreement; Subdivider's failure to timely complete construction of the improvements; Subdivider's failure to cure any defect in the improvements; Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work; Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or Subdivider's failure to perform

any other obligation under this agreement.

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

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

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

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

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

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

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

the prevailing party shall be entitled to costs and reasonable attorney's fees in enforcing the terms of this agreement.

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

Executed by SUBDIVIDER this 15th day of NOVEMBER, 2016.

SUBDIVIDER:

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

KB Home California, LLC
(Name of Subdivider)

By: [Signature]
(sign here)

By: _____

City Manager

ERIC JOHNSTON
(print name here)

SENIOR FORWARD PLANNER
(title and organization of signatory)

Attest: _____

Patsy Bell,
CMC, City Clerk

By: _____
(sign here)

(print name here)

(title and organization of signatory)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

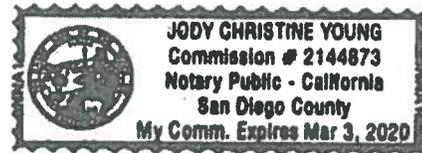
State of California }

County of San Diego }

On November 17, 2017 before me, Jody Christine Young, Notary Public, personally appeared Eric Johnston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

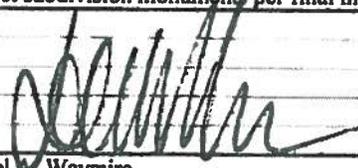
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jody Christine Young
Jody Christine Young

(SEAL)

PROSPECT ESTATES PHASE 1 ENGINEER'S ESTIMATE FOR CONSTRUCTION BOND IMPROVEMENTS				
ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
I. PUBLIC STREET IMPROVEMENTS				
AC berm removal	530	LF	\$2.00	\$1,060
6" Type 'A' AC berm (G-5)	325	LF	\$9.50	\$3,088
6" PCC curb & gutter (G-2)	750	LF	\$20.00	\$15,000
AC paving & base	16,564	SF	\$3.75	\$62,115
PCC sidewalk (G-7)	2,550	SF	\$5.00	\$12,750
PCC driveway apron (G-14A)	85	SF	\$7.00	\$595
PCC alley apron (City of Santee G-17 modified)	743	SF	\$7.00	\$5,201
Type 'A' pedestrian ramp (G-27)	2	EA	\$1,600.00	\$3,200
150 watt induction street light (E-1, E-2)	2	EA	\$2,900.00	\$5,800
Type 'A' curb outlet (reverse-flow)	2	EA	\$2,500.00	\$5,000
18" RCP storm drain	25	LF	\$95.00	\$2,375
24" grated inlet	1	EA	\$1,500.00	\$1,500
Trench resurface	15	LF	\$25.00	\$375
II. EASEMENT IMPROVEMENTS				
4" PCC mountable curb	657	LF	\$15.00	\$9,855
4" PCC curb & gutter (G-2)	1,167	LF	\$20.00	\$23,340
4" PCC rolled curb & gutter (G-4B)	3,066	LF	\$20.00	\$61,320
AC paving & base	93,403	SF	\$3.75	\$350,261
DG road	13,811	SF	\$4.00	\$55,244
PCC sidewalk (G-7)	21,198	SF	\$6.00	\$127,188
Type 'A' pedestrian ramp (G-27)	10	EA	\$1,600.00	\$16,000
150 watt induction street light (E-1, E-2)	9	EA	\$2,900.00	\$26,100
Type 'A' curb outlet	4	EA	\$2,500.00	\$10,000
PCC spillway	4	EA	\$1,500.00	\$6,000
			Subtotal	\$803,367
III. SUBDIVISION MONUMENTS				
Set subdivision monuments per final map	1	LS	\$9,504.00	\$9,504
			Subtotal	\$9,504
			GRAND TOTAL	\$812,871
 Joel Waymire R.C.E. 56258		Date 11/2/16 Exp. 12-31-2016		
Polaris Development Consultants, Inc. 2514 Jamacha Road, Suite 502-31 El Cajon, CA 92019 619-444-2923				



RECEIVED
 City of Santee
 NOV 02 2016
 Engineering Div.
 Dept. of Development Services

EXHIBIT "B"

Planning * Engineering * Mapping
POLARIS
Development Consultants, Inc.

October 24, 2016

248.0

John Keane
CITY OF SANTEE DEPARTMENT OF DEVELOPMENT SERVICES
10601 Magnolia Avenue
Santee, CA 92071

REGARDING: MONUMENTATION FOR PROSPECT FIELDS PHASE I (G-1242)

Dear John,

We estimate the cost to set the monuments at the Prospect Fields project per the proposed final map to be \$9,504. Please give me a call if you have any questions or comments.

Sincerely,



Joel A. Waymire, P.E., L.S.
Principal
R.C.E. 56258, Exp. 12-31-2016



City of Santee
COUNCIL AGENDA STATEMENT

1F

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION ACCEPTING THE UNIT II PUBLIC IMPROVEMENTS FOR THE SKY RANCH SUBDIVISION (TM 2004-08) LOCATION: CLARET STREET, DRACENA STREET, CALA LILY STREET, CASTILLA STREET, MIRAPOSA STREET, MIRADOR STREET, MARA VILLA STREET, OCOTILLO STREET AND SEVILLA STREET**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

This item requests City Council acceptance of the public improvements for Unit II of Sky Ranch, TM 2004-08, that include improvements to Claret Street, Dracena Street, Cala Lily Street west of Castilla Street, Castilla Street, Miraposa Street, Mirador Street, Mara Villa Street, Ocotillo Street and Sevilla Street west of Lot 59. Refer to Exhibit "A" for specific locations.

The public improvements constructed by Lennar Homes, as a part of the Sky Ranch development, Unit II, are complete and ready for acceptance and incorporation into the City maintained street system.

All Unit II improvements along Claret Street, Dracena Street, Cala Lily Street west of Castilla Street, Castilla Street, Miraposa Street, Mirador Street, Mara Villa Street, Ocotillo Street and Sevilla Street west of Lot 59 have been constructed in accordance with the Resolution of Approval, the accepted plans and to the satisfaction of the Director of Development Services. These improvements include the streets, sidewalks, curb and gutter, street lighting, signage, drainage conveyances and landscaping.

ENVIRONMENTAL REVIEW

Environmental review was completed at the time of development review approval.

FINANCIAL STATEMENT 

Acceptance of these public improvements will result in a minor increase in City street maintenance costs such as street sweeping and storm drainage system cleaning.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION 

Adopt the attached resolution accepting the public improvements as complete, direct the City Clerk to release ninety percent of the faithful performance bond and retain ten percent for twelve months as a warranty bond, and retain the labor and material bond for six months.

ATTACHMENTS

Resolution
Exhibit "A" to Resolution: Sky Ranch Unit II Area Map
Sky Ranch Phasing Exhibit

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE UNIT II PUBLIC IMPROVEMENTS
FOR THE SKY RANCH SUBDIVISION (TM 2004-08)
LOCATION: CLARET STREET, DRACENA STREET, CALA LILY STREET,
CASTILLA STREET, MIRAPOSA STREET, MIRADOR STREET,
MARA VILLA STREET, OCOTILLO STREET AND SEVILLA STREET**

WHEREAS, Lennar Homes, the developer of the Sky Ranch Subdivision, entered into an improvement agreement to construct certain public improvements associated with Unit II of the development; and

WHEREAS, the Unit II public improvements to Claret Street, Dracena Street, Cala Lily Street west of Castilla Street, Castilla Street, Miraposa Street, Mirador Street, Mara Villa Street, Ocotillo Street and Sevilla Street west of Lot 59, as shown on Exhibit "A" attached hereto, are constructed according to the improvement agreement, accepted plans and to the satisfaction of the Director of Development Services.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Santee, California, does hereby accept the Unit II public improvements and incorporates them into the City's maintained street system.

BE IT FURTHER RESOLVED that the City Council does hereby direct the City Clerk to retain ten percent of the Unit II faithful performance bond for twelve months as a warranty bond, and retain the Unit II labor and material bond for six months. The retained bonds shall be released upon approval of the Director of Development Services.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 12th day of April 2017 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

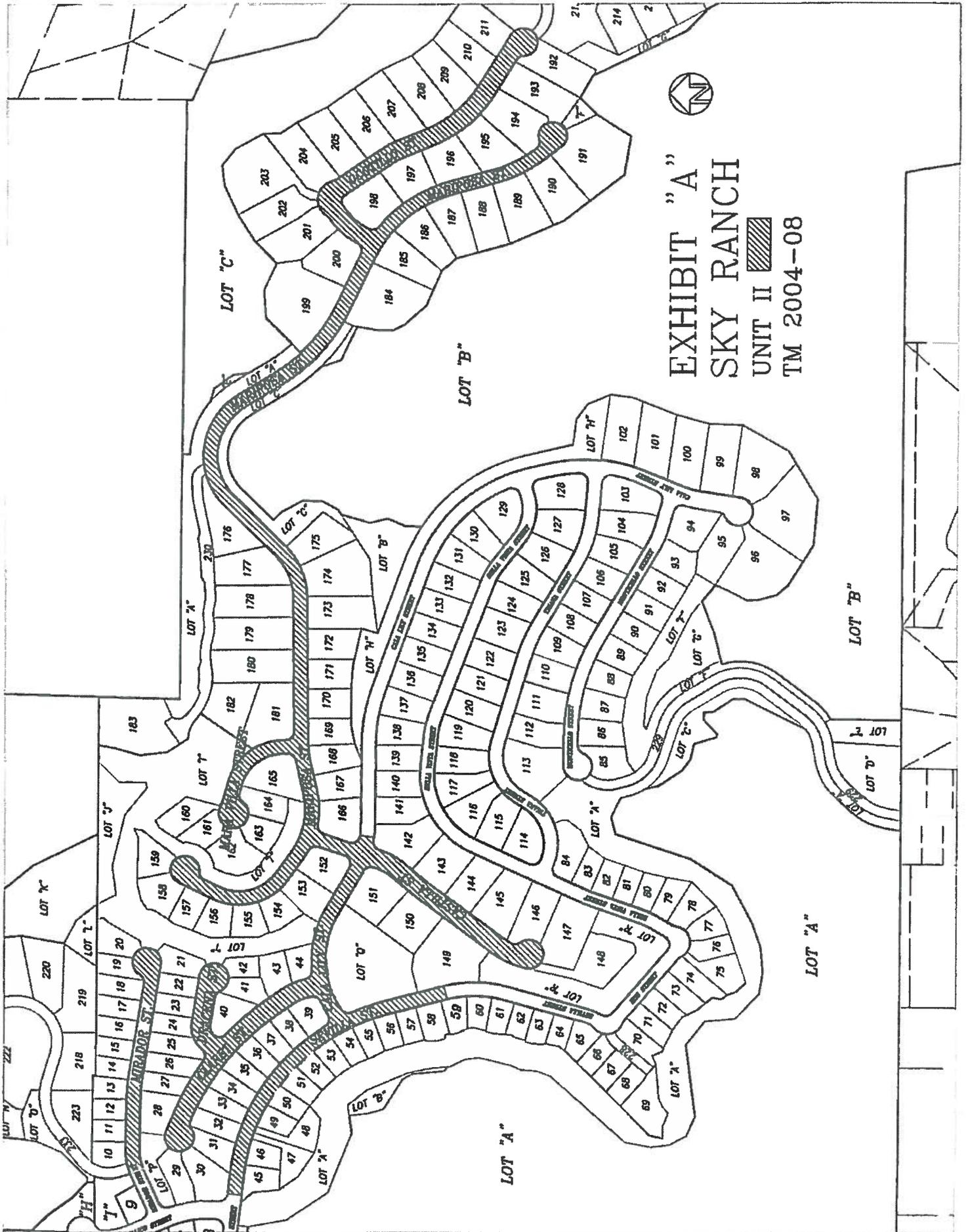


EXHIBIT "A"
 SKY RANCH
 UNIT II 
 TM 2004-08

LOT "C"

LOT "B"

LOT "B"

LOT "A"

LOT "A"

LOT "B"

LOT "C"

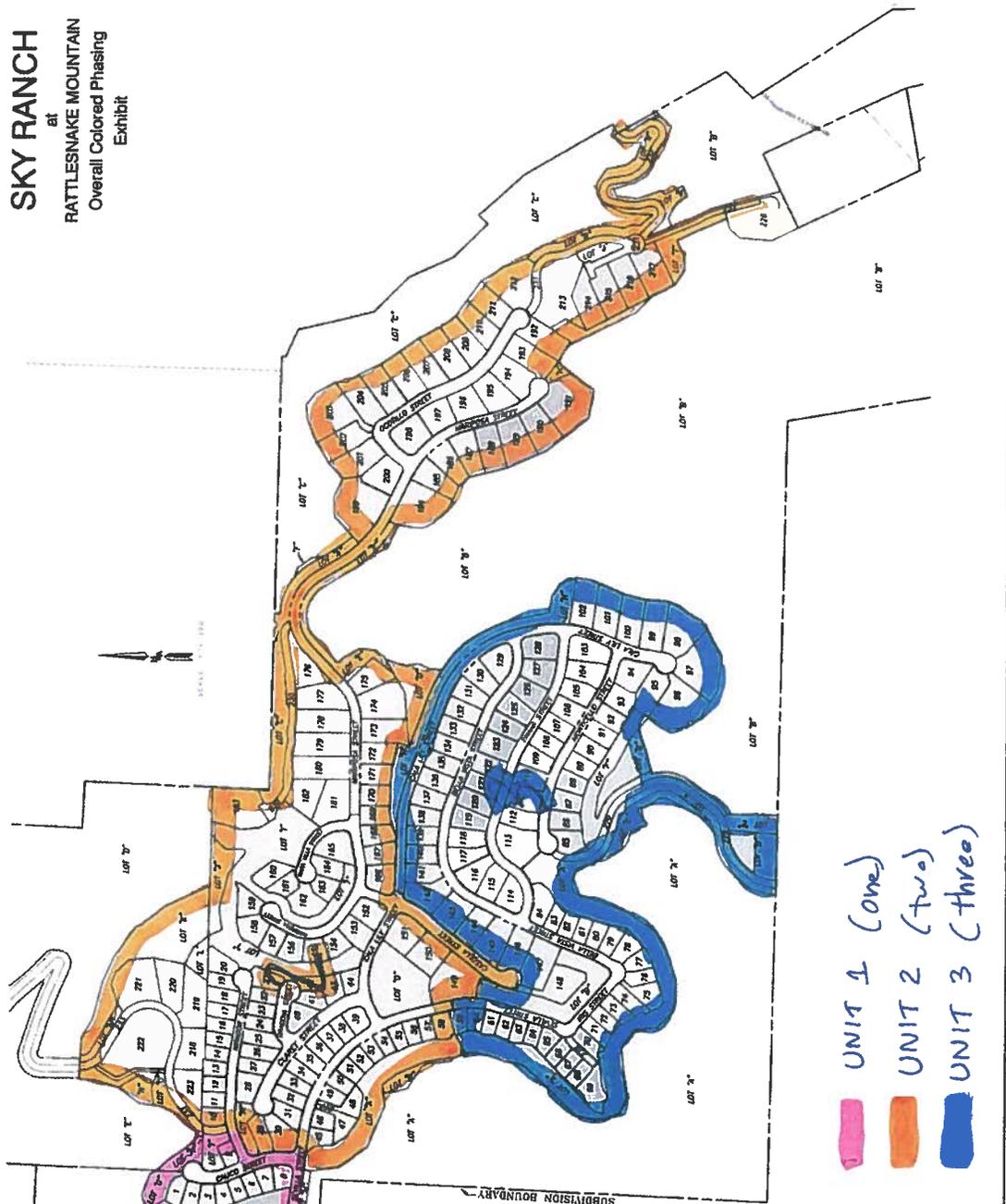
LOT "A"

LOT "A"

LOT "B"

LOT "C"

SKY RANCH
 at
RATTLESNAKE MOUNTAIN
 Overall Colored Phasing
 Exhibit



- UNIT 1 (one)
- UNIT 2 (two)
- UNIT 3 (three)

NORTHEAST MULTI-FAMILY UNITS

Phase	Subdividing Number	Units
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CRESTVIEW - 8,000 s.f. Lots

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STIMBERGE - 10,000 s.f. Lots

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EAGLESPRINT - 20,000 s.f. Lots

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HUNSAKER & ASSOCIATES
 AN AFFILIATE OF
 HUNSAKER GROUP
 10000 N. 100th Street, Suite 100
 Overland Park, KS 66210
 Phone: 913.241.1000
 Fax: 913.241.1001
 Website: www.hunsaaker.com

City of Santee
COUNCIL AGENDA STATEMENT

1G

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE AUTHORIZE THE PURCHASE OF EQUIPMENT FOR THE EMERGENCY OPERATIONS CENTER FROM CDW GOVERNMENT LLC PER UTILIZATION OF CITY OF TUCSON NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NATIONAL IPA) CONTRACT NO. 130733.

DIRECTOR/DEPARTMENT Richard Smith, Fire Chief 

SUMMARY

On January 11, 2017, the City Council accepted and appropriated a Cy Pres CRT Settlement Funds grant award in the amount of \$32,552.00 for the technological modernization of the Emergency Operations Center (EOC). To keep up with technological advances and better prepare ourselves in the event of a large-scale emergency, the City is in critical need of upgrading its EOC. The City is currently utilizing a temporary EOC and is committed to transforming it to a permanent, fully functioning EOC. Funds made available through Cy Pres CRT Settlement Funds will be used to drastically improve current operational capabilities through the technological modernization of antiquated equipment. The temporary EOC currently consists of outdated computers and ancillary equipment that is no longer compatible with regional technology. The grant funds will be used to purchase new computers, monitors, televisions, a plotter and an 80" interactive display board. Section 3.24.180 of the Santee Municipal Code (SMC) allows the City to buy directly from a vendor at a price established by a competitive or competitively negotiated bid by another public jurisdiction in substantial compliance with SMC Section 3.24.110. In accordance with SMC Section 3.24.180, the City desires to purchase certain EOC technology from CDW Government LLC using City of Tucson National Intergovernmental Purchasing Alliance Technology Solutions Contract No. 130733 in an amount not to exceed \$23,649.60, per the attached quote. Remaining grant funds will be used to purchase equipment in accordance with the City's purchasing requirements.


FINANCIAL STATEMENT

Funding for this purchase is provided in full by a Cy Pres CRT Settlement Funds grant award.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION 

Authorize the purchase of computers, monitors, printers, plotter, interactive display board, and related electronics from CDW Government LLC for an amount not to exceed \$23,649.60 per utilization of City of Tucson National IPA Contract No. 130733.

ATTACHMENTS

CDW Quote



QUOTE CONFIRMATION

DEAR JERRY CERPA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HRNS090	2/6/2017	HP PLOTTER ETC	1713384	\$23,649.60

IMPORTANT - PLEASE READ

Fees applied to Item(s): 4009898, 4269060, 3394354

Special Instructions: Please include this quote # on your PO and either fax it to 847-371-2100 or email it to jeffbut@cdwg.com
Thank you!

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP DesignJet T830 - Color MFP Mfg. Part#: F9A30A#B1K UNSPSC: 44101503 Contract: National IPA Technology Solutions (130733)	1	3912632	\$5,395.00	\$5,395.00
Sharp PN-L803C Aquos Board - 80" LED display Mfg. Part#: PN-L803C-SLED UNSPSC: 43211902 Contract: National IPA Technology Solutions (130733)	1	4009898	\$7,995.00	\$7,995.00
HP LaserJet Pro M402n Monochrome (\$269-\$100 savings=\$169, Ends 3/31) Mfg. Part#: C5F93A#BGJ UNSPSC: 43212105 Contract: California HP Inc NVP Computer Equipmt HP c/o CDW (MNNVP-133 7-15-70-34-001)	5	3826576	\$225.00	\$1,125.00
DELL CTO T3420 I76700 128GB 8GB W10P Mfg. Part#: 3000011127396 Contract: National IPA Technology Solutions (130733)	5	4512079	\$900.00	\$4,500.00
Dell E2417H - LED monitor - 23.8" Mfg. Part#: E2417H UNSPSC: 43211902 Contract: National IPA Technology Solutions (130733)	5	4269060	\$158.26	\$791.30
Samsung 8 Series S32D850T - LED monitor - 32" Mfg. Part#: S32D850T UNSPSC: 43211902 Contract: National IPA Technology Solutions (130733)	5	3394354	\$416.02	\$2,080.10
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE

QUOTE DETAILS (CONT.)

RECYCLING FEE 35" AND OVER Fee Applied to Item: 4009898	1	654813	\$7.00	\$7.00
RECYCLING FEE 15" TO LESS THAN 35" Fee Applied to Item: 4269060,3394354	10	654810	\$6.00	\$60.00

PURCHASER BILLING INFO		SUBTOTAL	\$21,886.40
Billing Address: CITY OF SANTEE FINANCE 10601 N MAGNOLIA AVE SANTEE, CA 92071-1222 Phone: (619) 258-4100 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		RECYCLING FEE	\$67.00
		SALES TAX	\$1,696.20
		GRAND TOTAL	\$23,649.60
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF SANTEE JERRY CERPA 10601 N MAGNOLIA AVE SANTEE, CA 92071-1222 Phone: (619) 258-4100 Shipping Method: UPS Freight LTL, Special Services		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Butchko

(877) 853-0557

jeffbut@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

City of Santee
COUNCIL AGENDA STATEMENT

1H

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE RESOLUTION APPROVING A FY 16/17 CONTRACT EXTENSION WITH WEST COAST ARBORISTS INCORPORATED FOR URBAN FORESTRY MANAGEMENT SERVICES

DIRECTOR/DEPARTMENT Bill Maertz, Community Services *BMM*

SUMMARY At the June 11, 2014 City Council meeting, the Council awarded the contract for Urban Forestry Management Services to West Coast Arborists Incorporated and authorized the City Manager to execute a professional services contract for an amount not to exceed \$97,000.00 for Fiscal Year (FY) 2014/15. The term of the initial contract was July 1, 2014 through June 30, 2015 (FY 2014/15) with three (3) subsequent 12-month options to renew. On June 24, 2015 the City Council approved the first 12-month extension of this contract for FY 15/16. Prior to the end of FY 15/16, FY 16/17 extension letters were sent to and signed by various contractors, including West Coast Arborists, as part of the standard contract extension process. These contracts went into effect July 1, 2016. Since the initial contract, the City and West Coast Arborists have executed six amendments to the contract, resulting in an increased contract amount of \$145,200.00 for FY 16/17. Based on the June 11, 2014 City Council action, it has been determined that, specifically, the FY 16/17 extension of the contract with West Coast Arborists requires City Council approval.

West Coast Arborists Incorporated has performed to the satisfaction of the City. As such, staff recommends the City Council approve the FY 16/17 contract extension in the amount of \$132,000.00 and as subsequently amended with a 10% increase to \$145,200.00. This extension is the second of three 12-month options to renew. Staff also recommends Council authorize the City Manager's execution of said FY 16/17 contract extension.

ENVIRONMENTAL REVIEW

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b) (3).

FINANCIAL STATEMENT *mm*

Funding for this contract is provided by various maintenance accounts in the FY 2016-17 Community Services Department operating budget.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB* Adopt resolution:

1. Approving the FY 16/17 contract extension with West Coast Arborists Incorporated in the amount of \$145,200.00 which is the second of three 12-month options to renew; and
2. Authorizing the City Manager's execution of said FY 16/17 contract extension.

ATTACHMENTS (Listed Below)

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
APPROVING A FY 16/17 CONTRACT EXTENSION WITH WEST COAST
ARBORISTS INCORPORATED FOR URBAN FORESTRY MANAGEMENT
SERVICES**

WHEREAS, at the June 11, 2014 City Council meeting, the Council awarded the contract for Urban Forestry Management Services to West Coast Arborists Incorporated and authorized the City Manager to execute a professional services contract for an amount not to exceed \$97,000.00 for Fiscal Year (FY) 2014/15; and

WHEREAS, the term of the initial contract was July 1, 2014 through June 30, 2015 (FY 2014/15) with three (3) subsequent 12-month options to renew; and

WHEREAS, on June 24, 2015 the City Council approved the first 12-month extension of this contract for FY 15/16; and

WHEREAS, prior to the end of FY 15/16, FY 16/17 extension letters were sent to and signed by various contractors, including West Coast Arborists, as part of the standard contract extension process; and

WHEREAS, these contract extensions went into effect July 1, 2016; and

WHEREAS, since the initial contract date, the City and West Coast Arborists have executed six amendments to the contract, resulting in an increased contract amount of \$145,200.00 for FY 16/17; and

WHEREAS, based on the June 11, 2014 City Council action it has been determined that, specifically, the FY 16/17 extension of the contract with West Coast Arborists Incorporated requires City Council approval.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Santee, California, approves the FY 16/17 contract extension with West Coast Arborists Incorporated in the amount of \$132,000.00 and as subsequently amended with a 10% increase to \$145,200.00, which is the second of three 12-month options to renew and authorizes the City Manager's execution of said FY 16/17 contract extension.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 12th day of April, 2017, by the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

11

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE RESOLUTION SUPPORTING SAN DIEGO COUNTY WATER
AUTHORITY'S LONG TERM WATER SUPPLY PLAN AND LITIGATION
AGAINST THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA

DIRECTOR/DEPARTMENT Marlene Best, City Manager

SUMMARY

The San Diego County Water Authority (SDCWA) made a presentation to the City Council at the March 22, 2017 meeting. The Authority's representative outlined efforts to diversify the region's water supply from being nearly wholly dependent on Metropolitan Water District's (MWD) supply in 1991 to relying on the MWD to supply only 13% of supply in 2035. This diversification is intended to protect the region's supply during times of prolonged drought like what has plagued the state of California in recent years. The Authority also presented information related to the on-going litigation against MWD for overcharging the region's water providers for raw water. SDCWA prevailed in a November 2015 case against MWD awarding the Authority and its member agencies \$244 million, but the District is appealing the ruling. The case could mean \$4,813,200 being returned to Padre Dam Municipal Water District as the water provider to the City of Santee. The City Council requested staff agendize a letter of support for SDCWA in these efforts.

FINANCIAL STATEMENT *mr*

This action creates no financial impact on the City of Santee, but could return over \$4 million to the Padre Dam Municipal Water District as the City's water provider.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Staff recommends the City Council approve the attached resolution supporting the efforts of the San Diego County Water Authority in diversifying the region's long term water supply and pursuit of legal action against MWD's rate structure overcharges and authorize the Mayor to sign a letter of support to the SDCWA.

ATTACHMENTS

Resolution
Letter of Support

RESOLUTION NO. ___-2017

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
SUPPORTING THE SAN DIEGO COUNTY WATER AUTHORITY'S LONG TERM
WATER SUPPLY PLAN AND LITIGATION AGAINST THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA**

WHEREAS, San Diego County's \$222 billion economy and 3.3 million people depend on the San Diego County Water Authority ("Water Authority") and its member agencies to provide a reliable water supply at a reasonable cost; and

WHEREAS, the Water Authority is a member agency of the Los Angeles-based Metropolitan Water District of Southern California ("MWD"), which has historically supplied the Water Authority with water imported from the Colorado River and through the State Water Project; and

WHEREAS, following a severe drought in which San Diego County experienced 31% cutbacks in 1991, and was threatened with 50% water supply cutbacks by MWD, a Declaration of Water Independence and Reliability was declared on July 3, 1996, by San Diego civic and business leaders; and

WHEREAS, over the past 20 years, the Water Authority and its member agencies have successfully transformed the San Diego region from being 95% dependent on MWD in 1990, to approximately 20% by 2020; and

WHEREAS, MWD has fought against the actions the Water Authority has taken to reduce its MWD water purchases including, among other things, establishing rates and charges intended to penalize San Diego and its diversification efforts; and

WHEREAS, these overcharges could cumulatively total more than \$7 billion by 2040;

WHEREAS, the Water Authority has filed four separate lawsuits against MWD, challenging these rates; and

WHEREAS, a San Francisco Superior Court judge has already ruled in the first two cases that MWD's rates are illegal, awarded the Water Authority more than \$243 million in damages, costs, pre-judgment interest and attorneys' fees, and directed MWD by writ of mandate to set lawful rates; and

WHEREAS, MWD has appealed the Court's ruling, denies that it is required to limit its rates to no more than the cost of the services it provides, and has not changed its rates in response to the Court's ruling; and

WHEREAS, MWD has engaged and is continuing to engage in a number of highly questionable financial practices, including overcharging ratepayers \$847 million from 2012-2015 (of which, \$189 million was collected from ratepayers in San Diego County, with \$4,813,200 being overcharged to residents and business in Padre Dam Municipal Water District which provides service to the City of Santee); spending more

RESOLUTION NO. ____-2017

than \$1.2 billion outside of its adopted budgets from 2013-2016; and making plans to spend billions more without having any plan for how it will allocate these costs; and

WHEREAS, MWD's current financial practices present a grave risk to the people and economy of Southern California; and

WHEREAS, a reliable, cost-certain and diverse water supply is vital to the sustained prosperity of all San Diego County citizens and business enterprises.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Santee, California, that the City of Santee supports fully the Water Authority's rate litigation against MWD that is necessary to recover illegal rates and charges that may be assessed by MWD, now and in the future; and

BE IT FURTHER RESOLVED, that the Mayor and the City Council of the City of Santee, supports fully the programs of the San Diego County Water Authority and its member agencies, on behalf of San Diego County, as a free and independent community, to continue to diversify San Diego County's water supply, free of any program or influence by, or subordination to MWD.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 12th day of April, 2017, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

April 13, 2017

Mark Muir, Chair
Board of Directors
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

Dear Chair Muir:

I am writing to extend my agency's steadfast support for the Water Authority's rate litigation against the Metropolitan Water District of Southern California so that this region may recover illegal rates and charges assessed by MWD over the past several years and prevent them in the future.

The City of Santee fully supports efforts by the Water Authority and its member agencies to continue diversifying San Diego County's water supply, free of MWD's attempts to undermine this highly successful strategy that benefits the region's 3.3 million residents and \$222 billion economy.

Over the past 20 years, the Water Authority and its member agencies have successfully transformed the San Diego region from being 95 percent dependent on MWD in 1990, to approximately 20 percent by 2020. MWD has fought the Water Authority's efforts by establishing rates and charges that penalize San Diego County and force it to subsidize water costs for other water agencies across Southern California. These overcharges could cumulatively total more than \$500 million in the first eight years alone. The Water Authority has filed four lawsuits against MWD, and a San Francisco Superior Court judge has ruled in the first two cases that MWD's rates are illegal. The judge also awarded the Water Authority more than \$243 million in damages, costs, prejudgment interest and attorneys' fees, and directed MWD to set lawful rates.

Unfortunately, MWD has appealed the court's ruling, denying that it is required to limit its rates to no more than the cost of the services it provides, and it has refused to change its rates in response to the court's ruling.

In addition, MWD continues to engage in highly questionable financial practices that present a serious risk to the ratepayers and economy of Southern California. The problems include overcharging ratepayers across its service area \$847 million from 2012-2015. Of that, \$189 million was collected from the ratepayers in San Diego County, with \$4,813,200 being overcharged to residents and business in Padre Dam Municipal Water District, which provides water service to the City of Santee and its

Chair Mark Muir
April 13, 2017
Page 2

residents. MWD also has spent more than \$1.2 billion outside of its adopted budgets from 2013-2016 and borrowed \$900 million in unplanned debt.

For these reasons, we believe that it is critical for the San Diego County Water Authority to continue diversifying our region's water supply portfolio and continue to defend county ratepayers against overcharges by MWD. Thank you for your efforts on our behalf.

Sincerely,

John Minto, Mayor
City of Santee

City of Santee
COUNCIL AGENDA STATEMENT

2A

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR MAJOR REVISION NUMBER 1 TO MAJOR USE PERMIT P81-046 (MJR2016-1), MITIGATED NEGATIVE DECLARATION (AEIS2016-6), AND MITIGATION MONITORING AND REPORTING PROGRAM PREPARED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR AN EXPANSION OF THE EXISTING CALVARY CHAPEL SANTEE LOCATED AT 10920 SUMMIT AVENUE IN THE LOW-MEDIUM RESIDENTIAL ALTERNATIVE (R-1A) ZONE. APPLICANT: CALVARY CHAPEL SANTEE

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY The proposed project is a request for a Major Revision to Major Use Permit (MUP) to expand the Calvary Chapel Santee facilities on the 3.38-acre site off Summit Avenue. The proposed project would construct a new, 9,263 square foot, two-story building, play yard, a prayer garden, parking lot, two concrete bridges and landscaped areas. Assembly seating capacity would increase from approximately 160 to 350 persons. Parking would be reconfigured and expanded from 50 to 117 parking spaces. The existing building and covered patio would be retained and converted into classrooms for use during Sunday church services and as ancillary meeting space. The exterior of the existing building would be improved to provide a consistent architecture and façade with the new building. Summit Avenue, from the Church property to Princess Joann Drive, would be resurfaced. Development would require mitigation for impacts to biological, cultural and geotechnical resources, water quality, hydrology and noise.

ENVIRONMENTAL REVIEW An Environmental Initial Study, prepared in accordance with the California Environmental Quality Act (CEQA) concluded that the project would have no significant impact on the environment with mitigation. Therefore, a Mitigated Negative Declaration (MND) was prepared. The MND was advertised and was available for agency and public review/comment from February 2 through March 6, 2017. One comment letter (San Diego Archaeological Society) was received, which did not raise any new environmental issues. The State Office of Planning and Research confirmed that no comments were received from State agencies.

FINANCIAL STATEMENT Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to be: Drainage Fee \$50,310.00; Traffic Impact Fee \$8,670.17; Traffic Signal Fee \$1,407.98.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS *MDB*

1. Conduct and close the Public Hearing
2. Find that the Major Revision to MUP P81-046 (MJR2016-1) will not have a significant effect on the environment with mitigation; and approve and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution and authorize a filing of a Notice of Determination
3. Approve the Major Revision Number 1 to MUP P81-046 (MJR2016-1) per the attached Resolution.

ATTACHMENTS

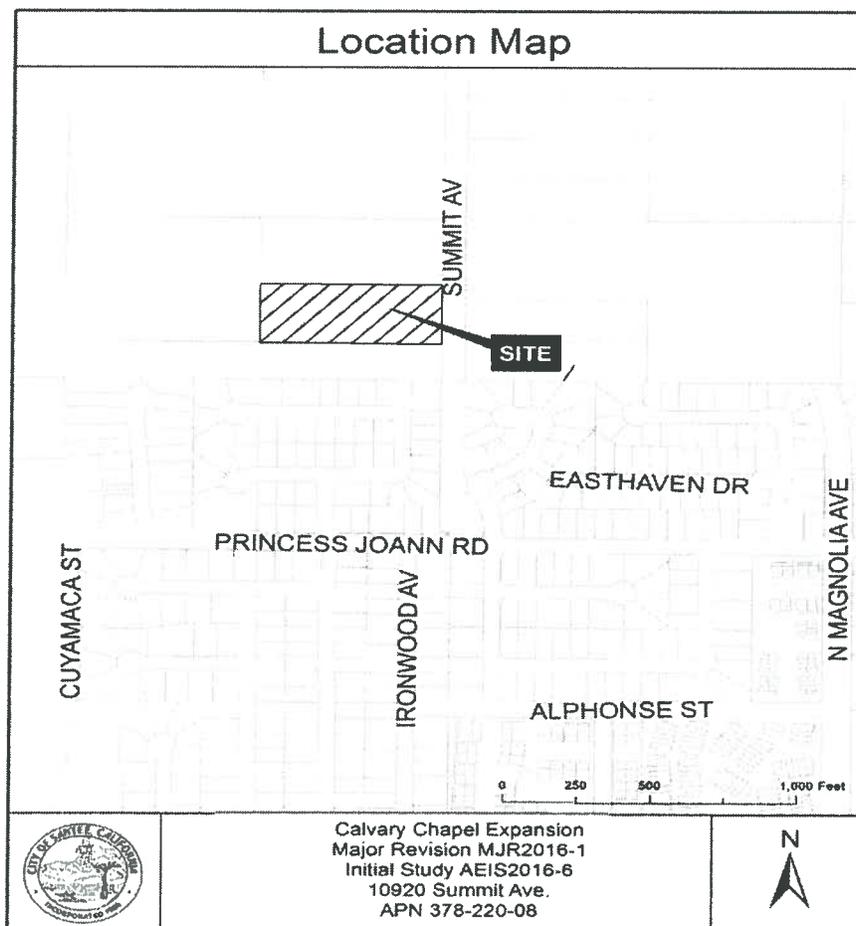
Staff Report Resolutions Aerial/Vicinity Map Project Site Plan/Elevations
Initial Study/Mitigated Negative Declaration and comments/responses (excluding appendices)

STAFF REPORT

MAJOR REVISION NUMBER 1 TO MAJOR USE PERMIT P81-046 (MJR2016-1), MITIGATED NEGATIVE DECLARATION (AEIS2016-6), AND MITIGATION MONITORING AND REPORTING PROGRAM PREPARED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR AN EXPANSION OF THE EXISTING CALVARY CHAPEL SANTEE LOCATED AT 10920 SUMMIT AVENUE IN THE LOW-MEDIUM RESIDENTIAL ALTERNATIVE (R-1A) ZONE. APPLICANT: CALVARY CHAPEL SANTEE

CITY COUNCIL MEETING, APRIL 12, 2017

Notice of Intent to Adopt a Mitigated Negative Declaration (MND) was published in The East County Californian on February 2, 2017 for a 30-day public review period and Notice of the Public Hearing was published in the East County Californian on March 30, 2017 and 43 owners of property within 300 feet of the request and other interested parties were notified by U.S. Mail on March 30, 2017.



A. SITUATION AND FACTS

1. Requested by Gary Lawton
2. Land Owner Calvary Chapel Santee
3. Type and Purpose of Request..... Major Revision to Major Use Permit to expand an existing church and associated site improvements
4. Location..... 10920 Summit Avenue
5. Site Area..... 3.38 acres
6. Number of lots 1
7. Number of units..... Not applicable
8. Density..... Not applicable
9. Hillside Overlay..... No
10. Existing Zoning R-1A (Low Density Residential Alternative)
11. Surrounding Zoning North: R-1A (Low Density Residential Alternative)
South: R-2 (Low-Medium Density Residential)
East: R-1A and HL (Low Density Residential Alternative and Hillside/Limited Residential)
West: R-1A and R-1 (Low Density Residential Alternative and Low Density Residential)
12. General Plan Designation..... GC (General Commercial)
13. Existing Land Use..... Religious Facility
14. Surrounding Land Use..... North: Scattered single-family residential on large lots and undeveloped land
South: Single family residential
East: Single family residential
West: Undeveloped
15. Terrain Gently sloping to the southeast with elevations from approximately 535 to 516 feet above msl.
16. Environmental Status Mitigated Negative Declaration (AEIS2016-6)
17. APN 378-220-08
18. Within Airport Influence Area No

B. BACKGROUND

The project site is located on the west side of Summit Avenue, north of Princess Joann Road. The 3.38-acre parcel is currently used by the Calvary Church Santee that is operating under an existing Major Use Permit (P81-046). Approximately one-third of the site is developed with a 5,700 square foot church building, attached 1,925 square foot covered patio, surface parking lot, play yard and modular classrooms/trailers. The eastern approximately two-thirds of the site is undeveloped but was previously graded during construction of the existing building in the early 80s. The entrance to the site is from Summit Avenue.

C. PROJECT DESCRIPTION

New and Existing Structures: The proposed project would construct a new, two-story, 9,263 square foot concrete tilt-up building (8,056 square foot first floor & 1,207 square foot second floor), play yard, terraced prayer garden, parking lot, two concrete bridges and landscaped areas, while retaining the existing building. The new building would include two classrooms, two offices, assembly area, storage space, a green room, a video room, a sound room, restrooms, foyer, and lobby. Seating capacity in the church would increase from approximately 160 to 350 persons. A new 2,000 square foot play yard area would replace the existing play yard area and would be constructed directly west of the existing building. The play yard would be used by the younger congregation members before, during and after church services. A terraced prayer garden would be built west of the new parking lot. The project would also include the resurfacing of Summit Avenue, from the Church property to Princess Joann Drive.

The existing building currently includes a sanctuary, three classrooms, offices, Fellowship Hall, kitchen, nursery and restrooms. The existing building and covered patio would be retained and converted into classrooms for use during Sunday church services and for use as an ancillary meeting space before, during and after church services.

All modular classrooms/trailers would be removed from the project site. As part of the overall site improvements, the church would improve the exterior of the existing building in order to provide a consistent architecture and façade.

Parking: Parking would be reconfigured and expanded from 50 to 117 parking spaces. The majority of the parking lot would be surfaced with pervious material. Two, one-way driveways would provide ingress to and egress from the parking area. Two bridges would be constructed over the onsite drainage to avoid all impacts to jurisdictional areas. The parking lot would be striped and would provide parking for clean air vehicles.

Storm Water Management: In addition to construction and source control best management practices (BMPs), three onsite receiving biofiltration basins would be constructed to manage storm water runoff from the impervious areas of the project

site. All storm water quality requirements for the project would be met by the biofiltration basin treatment system, designed in accordance with the standards set forth by the Regional Water Quality Control Board and the County of San Diego's BMP Design Manual.

Landscaping/Lighting: The proposed project includes landscaping throughout the development area, including trees and shrubs. The project is conditioned to require shrub landscaping to be a minimum of 3 feet high north and south of the parking lot to reduce visibility of vehicle lights on adjacent land uses. All landscaping onsite would adhere to the California Model Efficient Landscape Ordinance, the San Diego County approved plant list for use within Wildland Urban Interface (WUI) areas and the City of Santee landscape requirements. Trees and plants within the bioretention area would be planted in accordance with the San Diego County Standard Urban Storm Water Mitigation Plan (SUSMP) design manual. Plants selected for the proposed project are classified as low water use plants, which comply with the State of California and City of Santee drought tolerant requirements.

The project includes parking lot lighting. The new parking lot lights would only be used during church services, being typically turned off around 9 p.m. The project's lighting would comply with the City of Santee's Municipal Code. Additionally, a photometric study has been completed for the project and shows that no light from the proposed parking lot would spill onto areas outside of the Project site.

Facility Operations: Upon completion of the church expansion, it is anticipated that church activities would remain similar to existing operations. Church services are currently and proposed to be held Saturdays from 5 p.m. to 7 p.m., Sundays from 8:30 a.m. to 10 a.m. and 10:30 a.m. to 11:30 a.m. and Wednesdays at 7:00 p.m. to 9:00 p.m. Sunday school child care and youth group church activities are held concurrently with each service. Small bible study groups and counseling sessions are offered throughout the week to the congregation. The facility does not currently operate a weekday day-care operation, nor does it have plans to operate a weekday day-care operation.

As a condition of project approval, the Applicant shall be required to comply with the noise ordinance that regulates exterior noise levels after 10 p.m. in the R1-A zone. For special events that could occur after 10 p.m., the Applicant will be required to apply for a Temporary Use Permit in accordance with Section 17.06.070 of the Zoning Code.

Demolition and Grading: The existing parking lot and structures, excluding the building to remain, would be demolished prior to grading. Waste material generated by demolition of the onsite facilities would be recycled to the extent practical, with the balance transported to a receiving landfill. The area proposed for development would then be graded to develop the parking lot and additional building. Grading of the project site would include 6,030 cubic yards of cut, which would all be used onsite for fill, requiring no export of materials. Maximum cut for grading would be 6.9 feet while maximum fill would be 10.1 feet.

D. ANALYSIS

General Plan/Zoning Consistency: Churches are conditionally allowed in all residential zones per Section 17.10.030(B)(3) of the Santee Municipal Code. A church was approved for the site per a Major Use Permit approved on November 23, 1981 (P-81-046). A church was constructed in 1984 and has operated on the site since that time.

Parking: Section 17.24.040(B)(6)(g) of the Santee Municipal Code requires churches to provide one parking space for each thirty-five square feet of seating area. The project proposes 3,152 square feet of assembly seating area. The project would provide 117 onsite parking spaces, which exceeds the 90 spaces required.

Compatibility with On-site and Adjacent Land Uses: The site is currently occupied by and operates as the Calvary Church of Santee. The site has been operating as a religious facility since 1984. The project would create a new assembly space, improve the existing facilities and continue the existing church services. Therefore, the project is compatible with existing on-site uses.

Vacant land and scattered large lot single-family residences are located to the north and east of the site. Immediately to the south is the existing 150-wide SDGE power line easement. Beyond the easement is an existing single-family development. To the west is vacant land. The proposed expansion would occur within the existing site, and existing church service schedule would continue post expansion. The project would increase onsite parking to avoid parking “spill over” onto Summit Avenue. Exterior church activities would not be permitted after 10 p.m. without a Temporary Use Permit. The project is conditioned to require shrub landscaping to be a minimum of 3 feet high north and south of the parking lot to reduce visibility of vehicle lights on adjacent land uses. The project’s lighting would comply with Section 17.30.030(B) of the Santee Municipal Code, which regulates lighting “spill over” onto adjacent properties.

The project would also include off-site improvements to Summit Avenue. The project would improve the west side of Summit Avenue along the property frontage including the replacement of inadequate pavement 20 feet from curb to street centerline, replacement of failed or inadequate concrete sidewalk, concrete curb and gutter, installation of street lights, drainage facilities, and landscaping. In addition, the project would repair or replace failed or inadequate pavement on Summit Avenue from Princess Joann Road to the project boundary to ensure a 24-foot wide access road.

Traffic: Upon completion, the proposed expansion would generate an additional 83 weekday trips and 333 Sunday daily trips. The additional trips would not change the level of service for these road segments or surrounding traffic intersections in the project vicinity. As part of the project, Summit Avenue would be resurfaced from the

church frontage to Princess Joanne Road which would improve the existing road conditions.

Drainage and Water Quality: There is an ephemeral drainage feature that runs north-to-south in the approximate center of the project site. The project has been designed to avoid all impacts to this drainage feature. Runoff from the site would be treated by three multi-purpose onsite best management practice (BMP) detention facilities. All three basins serve to meet water quality and hydromodification requirements for the project site. Furthermore, the project design would result in a net decrease of peak flow discharged from the project site by approximately 0.07 cfs as compared to existing conditions.

E. ENVIRONMENTAL REVIEW

An Initial Study was conducted for the project in accordance with the California Environmental Quality Act (CEQA). The analysis concluded that there would be no significant adverse impacts on the environment with mitigation; therefore a Mitigated Negative Declaration (MND) was prepared. The MND (State Clearinghouse No. 2017021006) was made available for a 30-day public review and comment period from February 2 to March 6, 2017. One comment letter (San Diego Archaeological Society) was received, which indicated support of the cultural resources mitigation measures presented. No new information or environmental issues were raised that have not already been addressed in the MND. In addition, the State Office of Planning and Research (OPR) provided a letter that confirmed that no comments were received from State agencies. A full discussion of the environmental issues and responses to the comment letter and the OPR letter are provided in the Final MND.

F. ESTIMATED FEES

Staff costs for application processing are paid on an actual cost recovery basis. If the Major Revision to MUP is approved, the building permit cost would be paid by the applicant. Development Impact Fees are estimated to be:

1. Drainage Fee..... \$50,310.00 (based on a fee rate of \$1,118/1,000 square feet of increased impermeable area)
2. Traffic Impact Fee..... \$8,670.17 (based on a fee rate of \$936/1,000 square feet of building area)
3. Traffic Signal Fee..... \$1,407.98 (based on a fee rate of \$152/1000 square feet of building area)

E. STAFF RECOMMENDATION

1. Conduct and close the Public Hearing.
2. Find that the Major Revision to MUP P81-046 (MJR2016-1) will not have a significant effect on the environment with mitigation; and approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution and authorize a filing of a Notice of Determination.
3. Approve the Major Revision Number 1 to MUP P81-046 (MJR2016-1) per the attached Resolution.

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING AND ADOPTING A MITIGATED NEGATIVE DECLARATION (AEIS2016-6) AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR MAJOR REVISION NUMBER 1 TO MAJOR USE PERMIT P81-046 (MJR2016-1) FOR AN EXPANSION OF THE EXISTING CALVARY CHAPEL SANTEE LOCATED AT 10920 SUMMIT AVENUE IN THE LOW DENSITY RESIDENTIAL ALTERNATIVE (R-1A) ZONE. APPLICANT: CALVARY CHAPEL SANTEE

**APN: 378-220-08
(RELATED CASE FILES: MJR2016-1)**

WHEREAS, on May 16, 2016, Calvary Chapel Santee ("Applicant") submitted an application for the expansion of the existing facility (the "Project") including a new 9,263 square foot building, parking lot, prayer garden and play yard, and renovation of the existing building on the 3.38-acre property located at 10920 Summit Avenue. The Project would require approval of Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) from the City; and

WHEREAS, on January 27, 2017 the application for Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) for an expansion of the existing Calvary Chapel Santee was deemed complete; and

WHEREAS, pursuant to Public Resources Code section 21067, and section 15367 of the State CEQA Guidelines (tit. 14, Cal. Code Regs., § 15000 et seq.), the City is the lead agency for the Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15063, the City prepared an Initial Study to determine if the Project may cause a significant effect on the environment; and

WHEREAS, based on the information contained in the Initial Study, which concluded that the Project would not have significant impacts on the environment with mitigation incorporated, the City determined that a Mitigated Negative Declaration should be prepared for the Project, and a Draft Initial Study/MND, SCH No. 2017021006 ("MND") was prepared in accordance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines; and

WHEREAS, pursuant to State CEQA Guidelines section 15072, on February 2, 2017, the Notice of Intent to Adopt the MND was posted by the Clerk for the County of San Diego and published in the East County Californian; and

WHEREAS, pursuant to State CEQA Guidelines section 15073, the Draft MND was circulated for a 30-day public review period from February 2, 2017 through March 6, 2017; and

RESOLUTION _____

WHEREAS, the Notice of Intent to Adopt the Draft MND was also submitted to the State Clearinghouse for state agency review and, as required by State CEQA Guidelines section 15073, the state agency review period began on February 1, 2017 and closed on March 3, 2017; and

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

WHEREAS, one comment letter was received during the public review period (San Diego Archaeological Society), which did not raise any new environmental issues. The State Office of Planning and Research confirmed that no comments were received from State agencies; and

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

WHEREAS, the Final MND consists of the Draft MND, errata to the Draft MND (solely to clarify the Major Use Permit number), comments and responses on the Draft MND, and the Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the proposed MMRP is attached hereto as "Exhibit A"; and

WHEREAS, in compliance with Public Resources Code section 21080.3.1, the City solicited Tribal input on the Project on November 1, 2016, and received input on mitigation measures but no request for consultation; and

WHEREAS, the City Council conducted a duly-noticed public hearing on April 12, 2017 to review the Project, the Final MND, the MMRP, and all other relevant information contained in the administrative record for the Project; and

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

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

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

RESOLUTION _____

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the Initial Study, MND, and MMRP; and

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

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

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

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

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

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the MND, errata to the MND/MMRP, comments received, other documents contained in the administrative record, and all other written and oral evidence presented to the City Council for the Project (collectively, the "Record"). The City Council finds that the MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflect the independent judgment and analysis of the City Council. The City Council further finds that the MND, errata to the MND and the MMRP have been completed in compliance with CEQA and the State CEQA Guidelines.

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

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

RESOLUTION _____

SECTION 4. WILDLIFE RESOURCES. Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to the California Environmental Quality Act shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a “no effect” finding is made by the California Department of Fish and Wildlife. This fee is due and payable as a condition precedent to the County Clerk’s filing of a Notice of Determination. The City of Santee hereby notifies the Applicant that in order to comply with State Law, the Applicant shall remit to the City of Santee Department of Development Services, within two (2) working days of the effective date (as defined in Section 8 below) of this approval, a certified check payable to the "County Clerk, County of San Diego" in the amount of \$2,266.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 5. ADOPTION OF THE MND. The Final MND is hereby approved and adopted.

SECTION 6. ADOPTION OF THE MMRP. The MMRP prepared for the Project, attached hereto as “Exhibit A”, is hereby approved and adopted.

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

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

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

RESOLUTION _____

ADOPTED by the City Council of Santee, California, at a Regular Meeting held this 12th day of April 2017, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibit A - MMRP

RESOLUTION _____

EXHIBIT A MITIGATION MONITORING AND REPORTING PROGRAM Calvary Chapel Expansion (MJR1601-1/AEIS2016-6)

The California Public Resources Code, Section 21081.6, requires that a lead or responsible agency adopt a mitigation monitoring plan when approving or carrying out a project when a Mitigated Negative Declaration (MND) identifies measures to reduce potential adverse environmental impacts. As lead agency for the project, the City of Santee (City) is responsible for adoption and implementation of the Mitigation Monitoring and Reporting Program (MMRP).

The City has prepared an MND in conformance with Section 15047.08 of the State Guidelines for the Implementation of the California Environmental Quality Act. The purpose of the MND and the Initial Study Checklist/Environmental Evaluation is to identify any potentially significant impacts associated with the proposed project and incorporate mitigation measures into the project as necessary to eliminate the potentially significant effects of the project or to reduce the effects to a level of insignificance.

Purpose of the MMRP

The purpose of the MMRP is to ensure that the mitigation measures required by the MND for the Calvary Chapel Expansion (MJR 1601-1; AEIS2016-6) are properly implemented. The City will monitor the mitigation measures required for construction of the Project. The MMRP Checklist provides a mechanism for monitoring the mitigation measures in compliance with the MND. General guidelines for the use and implementation of the monitoring program are described below.

Mitigation Monitoring Checklist

The Mitigation Monitoring Checklist is organized by the time of implementation and by categories of environmental impacts. For each impact area, the impacts identified in the MND are summarized, and the required mitigation measures are listed. The following items are identified for each mitigation measure to ensure the implementation of each measure: (1) responsibility for implementation and monitoring; (2) date of completion; and (3) initials of monitor. A "Comments" column is provided for the monitor to insert comments concerning the completion of the mitigation measures.

Timing

The mitigation measures will be implemented at various times as construction proceeds. Some measures are implemented prior to the commencement of construction while others are completed during construction (e.g., during trenching and grading).

Responsibility

For each mitigation measure, the responsible party for implementing the measure is identified. In most cases, the Applicant is the responsible party for implementing the

RESOLUTION _____

mitigation measure. The entity responsible for monitoring the implementation is also identified. In most cases, the City is responsible for monitoring.

Verification of Completion

The "Completion" columns have been left blank. The mitigation monitor will use these columns to indicate the date of completion, and to initial the completion of the mitigation measure.

Comments

A comments column is included to provide space for the monitor to record notes and observations as needed.

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<i>Biological Resources</i>											
<p>BIO-MM-1: Prior to approval of the grading permit, the Project applicant shall purchase 1.76 acres of Diegan coastal sage scrub occupied by coastal California gnatcatcher, which must be managed in perpetuity within a conservation easement. An Incidental Take Permit from USFWS shall be required because activities associated with the project may result in the incidental take of coastal California gnatcatcher through the removal and modification of occupied coastal California gnatcatcher habitat. To fulfill the requirements of the Incidental Take Permit, a low-effect Habitat Conservation Plan (HCP) shall be prepared for the proposed mitigation site, and shall be approved by USFWS prior to approval of the grading permit for the Project. The HCP includes measures to avoid, minimize and mitigate impacts to the coastal California gnatcatcher. The coastal sage scrub mitigation acreage shall be achieved off-site through the purchase and conservation of 1.76 acres of Diegan coastal sage scrub, located within a parcel (APN 378-170-10-00) containing 9.1 acres of coastal sage scrub and approved by USFWS. The mitigation acreage shall be protected by permanent signage and its location within a larger protected conservation area, and managed in accordance with all requirements in the approved HCP and associated resource management plan.</p>	Applicant	X				City of Santee					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
BIO-MM-2: Prior to approval of the grading permit, the Project applicant shall purchase 0.12 acre of non-native grassland. The non-native grassland mitigation acreage, to be purchased at an existing habitat mitigation bank, such as Crestridge, shall be managed in perpetuity within a conservation easement.	Applicant	X				City of Santee					
BIO-MM-3: Prior to vegetation clearing, grubbing, and/or grading, a qualified biologist shall supervise the placement of temporary construction fencing or flagging at the limits of disturbance adjacent to sensitive biological habitats. The biologist shall attend the pre-construction meeting, educate workers about the need to avoid impacts outside of the approved area, shall be present during pre-construction activities such as clearing and grubbing to ensure there is no encroachment into the fenced biologically sensitive areas, and shall notify the City if any such encroachment should occur. Permanent fencing shall be installed at the western, northwestern, and southwestern edges of the Site development footprint between the Project and remaining coastal sage scrub habitat prior to construction.	Applicant		X	X	X	City of Santee					
BIO-MM-4: The Project applicant shall ensure that no active nests are adversely affected by vegetation clearing, grubbing, grading, or construction, in compliance with the Migratory Bird Treaty Act California Fish and Game Code. These activities shall be scheduled to avoid the coastal California gnatcatcher and general avian breeding season (February 15 - August 31).	Applicant	X	X	X		City of Santee					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>Alternatively, these activities may occur during the avian breeding season if a qualified biologist conducts a survey for nests within three days prior to the work in the area, and monitors vegetation removal to ensure no nesting birds/raptors are impacted by the Project. If an active nest is identified, the following active nest protection mitigation measures shall be applied:</p> <p>a. A buffer shall be established between the clearing, grubbing, grading, and construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be a minimum width of 300 feet and shall be delineated by temporary fencing, and shall remain in effect as long as construction is occurring or until the nest is no longer active. The biologist shall monitor the nest during Project activities until nesting is complete. This buffer may be reduced if it can be demonstrated to the satisfaction of the Wildlife Agencies that the reduction does not represent a threat to nesting activities.</p> <p>b. Normal clearing, grubbing, grading, and construction without nest buffer(s) may resume once the biologist demonstrates to the satisfaction of the City of Santee and Wildlife Agencies that all nesting is complete. Nesting would be considered complete if no active nests are observed during a focused nesting bird survey conducted within three days prior to resumption of such activities.</p>											
<p>BIO-MM-5: Project-related landscaping shall not include exotic plant species that may be invasive to native habitats. Invasive exotic plant</p>	Applicant	X		X		City of Santee					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>species not to be used include those listed on the California Invasive Plant Council's Invasive Plant Inventory. Prior to approval of grading plans, the Project applicant shall submit and obtain City approval of a Landscape Plan. Due to the proximity to the Wildland Urban Interface, the landscape plan shall be consistent with the San Diego County Plant List for Defensible Space. In addition, landscaping shall not include plants that require intensive irrigation, fertilizers, or pesticides adjacent to preserve areas, and water runoff from landscaped areas shall be directed away from adjacent habitat and contained and/or treated within the development footprint. Any planting stock to be brought onto the Project Site for landscaping shall be first inspected by a qualified pest inspector to ensure it is free of pest species that could invade natural areas, including but not limited to, Argentine ants, fire ants, and other insect pests.</p>											
<p>BIO-MM-6: Lighting from the Project Site shall not "spill over" or "trespass" into adjacent native habitat. A total of twelve lighting standards shall be placed in the parking lot in accordance with the locations specified in the Photometric Analysis for the Project prepared by Hamann Construction dated August 2016. Lighting standards shall be mounted 19 feet above finished grade, and the luminaire shall be shielded and directed to ensure that Project-related lighting does not spill over onto adjacent native habitat.</p>	Applicant			X	X	City of Santee					

Cultural Resources

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>CUL-MM-1: An Archaeological monitor and qualified Native American observer shall be present onsite during all earth-disturbing activities, with the authority to stop such activity if any cultural resources, or human remains, are unearthed. Prior to any ground disturbance, the archaeological monitor shall perform a walk-over transect to identify any cultural artifacts, surface scatter, midden, etc. The archaeological monitor would ensure that if any prehistoric or historic subsurface cultural resources are discovered during ground-disturbing activities, all work within 50 feet of the resource shall be halted and a qualified archaeologist shall be consulted to assess the significance of the find according to CEQA Guidelines Section 15064.5. If any find is determined to be significant, representatives from the City and the archaeologist will meet to determine the appropriate avoidance measures or other appropriate mitigation. All significant cultural materials recovered shall be, as necessary and at the discretion of the consulting archaeologist, subject to scientific analysis, professional museum curation, and documentation according to current professional standards. In considering any suggested mitigation proposed by the consulting archaeologist to mitigate impacts to historic resources or unique archaeological resources, the City will determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs and other</p>	Applicant			X		City of Santee Applicant's Archaeological / Tribal Cultural Resources Specialists					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) will be instituted. Work may proceed on other parts of the project site while mitigation for cultural resources is being carried out.</p> <p>If human skeletal remains are uncovered during project construction, the archaeological monitor will direct the contractor or appropriate representative to halt work, contact the San Diego County Coroner to evaluate the remains, and follow the procedures and protocols set forth in Section 15064.(e)(1) of the CEQA Guidelines. If the coroner determines that the remains are Native American, the project proponent will contact the Native American Heritage Commission (NAHC), in accordance with Health and Safety Code Section 7050.5, subdivision (c), and Public Resources Code 5097.98 (as amended by AB 2641). Per Public Resources Code 5097.98, the land owner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as required by law, with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.</p>											
<p>CUL-MM-2: Prior to the preconstruction meeting, a paleontologist that meets the Society of Vertebrate Paleontology standards</p>	Applicant		X	X		City of Santee					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>shall be retained by the applicant to establish procedures for paleontological resource surveillance throughout the project construction and, in cooperation with the project applicant, procedures for temporarily halting or redirecting work to permit sampling, identification and evaluation of fossils. The same paleontologist shall attend the preconstruction meeting and shall inform construction personnel involved in excavating and grading activities of the possibility of discovering fossils at any location and the protocol to be followed if fossils are found. Prior to grading plan approval, the City shall ensure grading plan notes include specific reference to the following: During any ground-disturbing activities, construction personnel involved in excavating and grading activities shall be informed of the possibility of discovering fossils at any location and the protocol to be followed if fossils are found. If potentially unique paleontological resources (fossils) are inadvertently discovered during project construction, work shall be halted immediately within 50 feet of the discovery, the City shall be notified, and paleontologist shall be retained to determine the significance of the discovery. Excavated finds shall be offered to a State-designated repository such as the Museum of Paleontology at the University of California, Berkeley, or the California Academy of Sciences.</p>					Applicant's Paleontologist						
<i>Geology and Soils</i>											
GEO-MM-1: The Construction Contractor shall ensure that construction of the Project complies	Applicant	X	X	X		City of Santee					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
with the recommendations identified in the project specific Geotechnical Investigation, prepared by Construction Testing and Engineering (2016).						Applicant's Construction Contractor					
Hydrology and Water Quality											
HYDRO-MM-1: Prior to and during project grading and construction, the construction contractor shall incorporate the appropriate construction BMPs, as identified in the Project Specific SWQMP and Drainage Study, to prevent water quality contamination, including: vegetation stabilization planting; hydraulic stabilization hydroseeding; bonded fiber matrix or stabilized fiber matrix; physical stabilization erosion control blanket; standard lot perimeter protection, silt fencing, gravel and sand bags; storm drain inlet protection; stabilized construction entrances, street sweeping and vacuuming; material delivery and storage; spill prevention and control; concrete waste management; solid waste management; sanitary waste management and hazardous waste management. During project construction, the construction contractor shall be responsible for ensure proper implementation and maintenance of construction BMPs required in the Project Specific SWQMP and Drainage Study.	Applicant		X	X		City of Santee Applicant's Construction Contractor					
HYDRO-MM-2: During project construction, the construction contractor shall ensure the following source control and site design BMPs are implemented, as identified in the Project Specific SWQMP and Drainage Study: storm drain stenciling	Applicant			X	X	City of Santee Applicant's Construction Contractor					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
<p>or signage; protecting trash storage areas from rainfall, run-on, runoff and wind dispersal; maintaining natural drainage pathways and hydrologic features; conserving natural areas, soils and vegetation; minimizing impervious areas; impervious area dispersion; and landscaping with native or drought tolerant species. During project operation, the site owner shall be responsible for ensuring proper maintenance of the onsite source control and site design BMPs.</p>											
<p>HYDRO-MM-3: Prior to discharging the project site, all runoff from the developed portions of the project site shall be intercepted by three onsite receiving biofiltration basin BMPs to be constructed as part of the project, as identified in the Project Specific SWQMP and Drainage Study. The construction contractor shall be responsible for the installation of the biofiltration basins, which include the following: BMP 1 is an infiltration basin located adjacent to Summit Avenue; BMP 2 consists of two basins located in the proposed parking lot that are hydraulically connected to act as a single partial basin; and BMP 3 is an infiltration basin located adjacent to the south entrance of the project.</p>	Applicant			X	X	City of Santee Applicant's Construction Contractor					
<p>HYDRO-MM-4: Prior to issuance of a grading permit, the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the City of Santee. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD). A Qualified SWPPP Practitioner (QSP) shall be hired to monitor and manage the SWPPP construction BMPs onsite</p>	Applicant	X		X		City of Santee					

RESOLUTION NO. _____

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
during construction.											
<i>Noise</i>											
NOI-MM-1: In conformance with Section 8.12.290 of the Municipal Code (Noise Ordinance), construction work, including onsite equipment maintenance and repair, shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday.	Applicant			X		City of Santee					
NOI-MM-2: Construction equipment, including vehicles, generator and compressors, shall be maintained in proper operating condition and will be equipped with manufacturers' standard noise control devices or better (mufflers, acoustical lagging, and/or engine enclosures).	Applicant			X		City of Santee					
NOI-MM-3: Electrical power shall be supplied from commercial power supply, wherever feasible, in order to avoid or minimize the use of engine-driven generators.	Applicant			X		City of Santee					
NOI-MM-4: Prior to approval of the final grading plans, the plans shall demonstrate to the satisfaction of the City Engineer that the staging and heavy equipment repair areas have been located as far as practicable from the closest residences.	Applicant	X				City of Santee					

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE APPLICATION OF CALVARY CHAPEL SANTEE FOR MAJOR REVISION NUMBER 1 TO MAJOR USE PERMIT P81-046 (MJR2016-1) FOR AN EXPANSION OF THE EXISTING CALVARY CHAPEL SANTEE LOCATED AT 10920 SUMMIT AVENUE IN THE LOW DENSITY RESIDENTIAL ALTERNATIVE (R-1A) ZONE. APPLICANT: CALVARY CHAPEL SANTEE

APN: 378-220-08

WHEREAS, on May 16, 2016, Calvary Chapel Santee ("Applicant") submitted an application for the expansion of the existing facility (the "Project") including a new 9,263 square foot building, parking lot, prayer garden and play yard, and renovation of the existing building on the 3.38-acre property located at 10920 Summit Avenue. The Project would require approval of Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) from the City; and

WHEREAS, on January 27, 2017 the application for Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) for an expansion of the existing Calvary Chapel Santee was deemed complete; and

WHEREAS, the Director set April 12, 2017 for a public hearing for Major Use Permit P81-046 (MJR2016-1); and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), an Initial Study (AEIS2016-6) was conducted for the Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) that determined the potential significant environmental effects to biological, cultural and geotechnical resources, water quality, hydrology and noise could be mitigated to a less than significant level and a Mitigated Negative Declaration (State Clearinghouse Number 2017021006) was prepared and advertised for public review from February 2, 2017 to March 6, 2017; and

WHEREAS, on April 12, 2017, the City Council held a duly advertised public hearing on Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1); and

WHEREAS, the City Council considered the Staff Report, the Mitigated Negative Declaration, all recommendations by staff, and public testimony.

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: CEQA Compliance. On April 12, 2017, the City Council approved and adopted Mitigated Negative Declaration (State Clearinghouse Number 2017021006) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Major Revision contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution

RESOLUTION NO. _____

SECTION 2: The findings in accordance with Section 17.06.030 of the Santee Municipal Code for the Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) are made as follows:

- A. **General Plan/Zoning Consistency:** Churches are conditionally allowed in all residential zones per Section 17.10.030(B)(3) of the Santee Municipal Code. A church was approved for the site per a Major Use Permit approved on November 23, 1981 (P-81-046). A church was constructed in 1984 and has operated on the site since that time.
- B. **That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.** The project is an expansion of an existing religious facility. The new structure would provide a larger assembly area to alleviate existing seating capacity constraints. The project would improve access to the site and would provide additional parking to alleviate parking spill over onto Summit Avenue. The project includes the resurfacing of Summit Avenue, which is currently in poor condition. The expansion would occur entirely on the existing church property and would not be injurious to properties in the vicinity.
- C. **The proposed use complies with each of the applicable provisions of the Zoning Ordinance.** All development standards are met including landscaping, building setbacks, conformance with the requirements of the Fire Code, and all proposed public improvements will meet the public works standards of the City. The proposed use is an expansion of an existing religious facility; has building characteristics that are compatible with the existing onsite use; includes landscaping that will enhance the existing use of the site and support stormwater quality objectives and is compatible with adjacent natural landscape and Wildland Urban Interface; provides for improved site access and additional parking; removes modular classroom/trailers; and improves the condition of existing onsite structures.

SECTION 3: Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) is hereby approved subject to the following conditions:

- A. The applicant shall be responsible for complying with all the provisions of the Mitigation Monitoring and Reporting Program adopted by the City Council on April 12, 2017 and attached to Resolution No. _____ (MND Resolution No.) as Exhibit "A". Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.
- B. Onsite activities shall not create noise levels that exceed the limits established by Title 8, Chapter 8.12 of the Santee Municipal Code. The one-hour average

RESOLUTION NO. _____

sound level shall not exceed 40 decibels at any point on or beyond the boundaries between 10p.m. and 7a.m.

- C. Temporary special events, outside of normal church activities/services, that affect the hours of operation, onsite parking, traffic circulation, on- and off-site noise levels, or any other land use activity which may adversely affect the public health, safety, welfare and compatibility with surrounding uses shall require a Temporary Use Permit in accordance with Section 17.06.070 of the Municipal Code.
- D. Permanent changes to the onsite land use (e.g. a daycare facility), approved site plan (e.g. additional or expansion of buildings), onsite circulation, operating hours of operation that would result in increased noise and traffic or other permanent changes that are not considered minor in accordance with Section 17.04.060 of the Municipal Code shall require a Major Revision to the Major Use Permit (P81-046).
- E. In accordance with Municipal Code Section 17.24, all parking stalls shall be clearly delineated in accordance with the site plan dated December 14, 2016, and eight (8) parking stalls for clean air vehicles shall be provided per Section 17.24.040(C)(4) of the Municipal Code.
- F. The parking areas and driveways shall be well maintained. Entrance and exit signs shall be visible to northbound traffic on Summit Avenue, and shall be placed on the subject property and not in the public right of way. Arrows shall be painted on the pavement clearly showing one-way circulation into the property along the entire northern driveway and drive aisle and exiting from the property along the entire southern drive aisle as shown on the December 14, 2016 site plan and as amended, to the satisfaction of the Director of Development Services.
- G. In accordance with Chapter 17.32 of the Municipal Code, any new signs shall be processed separately through the Sign Permit application process unless determined exempt by the Director of Development Services.
- H. Assembly areas for worship services shall not exceed 9,263 square feet as shown on plans dated December 14, 2016, and shall comply with all Fire and Building Codes related to occupancy.
- I. Prior to issuance of Building Permit, the Applicant shall:
 - 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 their project architect, design engineer, and landscape architect.

RESOLUTION NO. _____

2. The Applicant shall include provisions in their design contract with their design consultants that following approval 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. A letter of acknowledgement of this requirement from each design consultant is required at the time of plan submittal. This letter shall be in a format acceptable to the City Engineer.
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 building plans, shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the project engineer.
4. The Applicant shall ensure that all property corners are properly monumented. If corners have been lost, or do not exist, corners shall be set and a Record of Survey filed prior to issuance of a building permit.
5. Starting with the first plan check submittal, all plan sets shall be submitted concurrently to Padre Dam Municipal Water District for review and approval. The City does not coordinate the review process with the Padre Dam Municipal Water District. 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.
6. Street Improvement Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance. Prior to the start of construction of any improvements, public or private, within the limits of the public right-of-way, the Applicant shall have plans accepted, agreements executed, securities posted and an encroachment permit issued. All improvements shall be installed in accordance with City standards and at the Applicant's cost unless otherwise indicated. The following improvements are conditioned as part of this development:
 - a. Provide public improvements on the west side of Summit Avenue along the property frontage to include the replacement of inadequate pavement 20 feet from curb to street centerline, replacement of failed or inadequate concrete sidewalk, concrete curb and gutter, installation of street lights, drainage facilities, and landscaping.
 - b. Repair or replace failed or inadequate pavement on Summit Avenue from Princess Joann Road to the project boundary to ensure a 24-foot

RESOLUTION NO. _____

wide access road. All work shall be completed to the satisfaction of the Director of Development Services.

- c. Replace two 16 feet wide driveways on Summit Avenue per San Diego Regional Standard G-14A.
- d. Provide adequate energy dissipater for drainage along Summit Avenue to eliminate erosion adjacent to the south driveway.
- e. Street Improvement plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines, 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 (improvements).
 - 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 prior to issuance of the permit.

- 7. Precise Grading Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance. The following items shall be included in the plot plans and are conditioned as a part of this development:
 - a. Horizontal and vertical control for all plans shall be obtained from ROS 11252 and shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the City project engineer.
 - b. Project landscape and irrigation plans shall be excluded from the grading plan set but must be submitted by the second grading plan check.
 - c. All recommended measures identified in the approved geotechnical study shall be incorporated into the project design and construction.
 - d. Grading plans shall include preliminary recommendations for all pavement design sections within the project limits. The pavement structural section shall be designed based on the "R" value method using a minimum traffic index of 5.0. Structural sections shall consist of

RESOLUTION NO. _____

asphalt concrete over approved aggregate base material. Minimum concrete section shall be 5 ½ 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 Service, 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.

- e. Grading plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. 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, landscape and irrigation 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) Two copies of the Storm Water Quality Management Plan specified here within.
- 7) Two copies of the Storm Water Pollution Prevention Plan specified here within.
- 8) Three copies of the Geotechnical Study specified here within.
- 9) A copy of any letters of permission from any adjoining property owners if grading is proposed off-site. Letters shall be in a form acceptable to the City.
- 10) A letter of acknowledgement, signed and sealed, from each design consultant acknowledging City ownership of all construction drawings following City approval as specified here within.
- 11) 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 prior to issuance of permit.

- 8. Landscape and Irrigation Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance.
 - a. Horizontal and vertical control for all plans shall be obtained from ROS 11252 and shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the City project engineer.

RESOLUTION NO. _____

b. Landscape and irrigation plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. 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, landscape and irrigation plan submittal package:

- 1) Six sets of landscape and irrigation plans bound and stapled.
- 2) Plan check fees.
- 3) A cost estimate for the cost of construction.
- 4) A letter of acknowledgement, signed and sealed, from each design consultant acknowledging City ownership of all construction drawings following City approval as specified here within.

c. Shrub landscaping between the northern and southern limits of the parking lot and the property boundary shall be a minimum of 3-feet in height to reduce visibility of vehicle headlights on adjacent properties.

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

9. Provide three copies of a geotechnical study prepared in accordance with 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 adequate design provided.

10. The Applicant consents to annexation of the property under development to the Santee Roadway Lighting District and agrees to waive any public notice and hearing of the transfer. Applicant shall pay the necessary annexation costs and upon installation of any street lights required for the development, pay the necessary street light energizing and temporary operating costs.

RESOLUTION NO. _____

11. 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 \$50,310.00
calculated based on a fee rate of \$1,118/1000 square feet of increased impermeable area
- b. Traffic \$8,670.17
calculated based on a fee rate of \$ 936/1000 square feet of building area
- c. Traffic Signal \$1,407.98
calculated based on a fee rate of \$ 152/1000 square feet of building area

Impact fee amounts shall be calculated in accordance with the City Fee Schedule and based on current fee ordinances in effect at issuance of building permit. The drainage fee shall be calculated based on the actual impermeable area created by the project including off-site street improvements or other improvements beyond the project boundary. The Applicant shall provide certification of final site and building areas by their engineer of work to be approved by the Director of Development Services for use in calculating the final fee amounts. Fees shall be adjusted on an annual basis in accordance with the Municipal Code.

12. Following issuance of a grading permit, the Applicant shall complete precise grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of precise grading and prior to issuance of any building permits, provide three originals of the pad compaction certification from the geotechnical engineer and three originals of the pad elevation certification from the project civil engineer to the City project engineer.

13. Provide three copies of a preliminary 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 final 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

RESOLUTION NO. _____

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 include analysis for conveying runoff of the tributary area north of the site through the proposed bridge structures crossing the natural channel.
 - c. The surface run-on from north of Summit Avenue onto the northeastern boundary of the property shall be adequately conveyed.
 - d. 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.
14. 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 (latest version). All requirements 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. The site shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash

RESOLUTION NO. _____

capture devices. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential. In addition, all inlets must be labeled with concrete stamp or equivalent, stating "No Dumping - Drains to River".

- d. Down spouts and HVAC systems are not permitted to be connected to 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.
15. Provide a copy of an Operation & Maintenance (O&M) plan in accordance with the City of Santee SUSMP. 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.
16. Water Quality Control – Construction Storm Water Management Compliance
- a. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) prior to start of construction. This project disturbs 1 or more acres of soil or disturbs less than 1 acre but is part of a larger common plan of development that in total disturbs 1 or more acres. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
 - b. 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 (BMP's) the Applicant will use to protect storm water runoff and the placement of those BMP's. Section XIV of the Construction General Permit describes the SWPPP requirements.
17. The Applicant shall comply at all times with the following work hour requirements:
- 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, no exceptions.

RESOLUTION NO. _____

- 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 Sundays and City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are permitted.
- d. If the Applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, additional reduction of work hours may be imposed by the Department 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.

- 18. 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.
- 19. Comply with all applicable sections of the Municipal Code, Land Development Manual, and Public Works Standards of the City of Santee.

J. Prior to Occupancy, the Applicant shall:

- 1. 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.
- 2. Plant all new trees in and within 10 feet of the public right-of-way with root control barriers.

RESOLUTION NO. _____

3. Construct all improvements as shown on the approved precise grading plans. Improvements shall be completed to the satisfaction of the Director of Development Services.
4. The proposed one-way fire lane driveways in and out of the site shall be a minimum 16' wide as shown. The roadway and proposed bridges shall be constructed in such a manner to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. The fire lane through at least the first drive aisle shall be 24' wide.

The roadway shall be designated as a "fire lane" access roadway around the buildings. 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. Or, signs shall be installed on the edge of the curb indicating the same. Placement of the signs shall be every 75 feet (or other approved spacing), placed in between the curb stenciling. Exact placement shall be approved by the fire code official prior to installation.

5. Repair and overlay Summit Avenue to a minimum of 24 feet to support the weight of fire apparatus and to meet the requirements of the Engineering Department.
6. Address numbers shall be placed near the roofline of all structures visible from the street. Numbers shall be block style, 12" in height, black in color (or other approved color), in contrast with their background. Address numbers shall also be illuminated for nighttime visibility. Exact location and color of address numbers shall be approved by the fire code official prior to installation.
7. The new building 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. The sprinkler system is required to be monitored by an approved central station monitoring company. Contact the Fire Department for specific requirements for the automatic fire sprinkler system. A Potter, "SASH-120" Horn/Strobe (or equivalent) shall be located below each address placement for audio/visual indication of fire sprinkler activation.
8. A separate plan for the underground fire service (providing water supply to the fire sprinkler system) is required to be submitted to the Fire Department

RESOLUTION NO. _____

for approval prior to construction. Thrust block inspections are required for the underground fire service piping prior to filling with water. An underground hydrostatic test shall be conducted (at 250 psi for two hours) and flush of the fire service is required during construction. Contact the Santee Fire Department at least 48 hours in advance to schedule the inspections.

9. The device that supplies water to the automatic fire sprinkler system shall be placed in an approved location within 50' of a fire hydrant. The device shall be designed, installed, and inspected per the current Water Agency Standards (WAS). The finished height of the Fire Department Connection (FDC) shall be no higher than 48" from grade. The entire device may be painted dark green or brown to blend in with adjacent landscaping. The Fire Department Connection (FDC) shall be painted red, and once installed, shall be "pinned" in place for theft protection. Knox FDC plugs are required for installation immediately following the flush of the system. The (RPDA) device shall be stenciled with 2" white numbers indicating the address served. The assembly shall be equipped with a chain and breakaway locks for security. Location of these devices shall be approved prior to installation. If the building is equipped with central station monitoring of the sprinkler system, the control valves on the device shall be monitored for tamper of the valves. Contact the Fire Marshal to witness the flush and for installation of the Knox FDC plugs.
10. A Knox Box key safe for emergency access of Fire Department personnel is required for the building. Knox Boxes shall be installed at the front entrance, riser room and other required location(s). Knox Box applications may be obtained from the Fire Department. Approval of the number and exact mounting location shall be determined by the Fire Department prior to installation.
11. The fire sprinkler riser shall be enclosed in a room or approved soffit enclosure accessible from the outside of the building or address. The exact size and location of the enclosure shall be approved by the fire code official prior to construction. The enclosure shall contain the fire sprinkler riser for the building/address, pressure gauges for the system, applicable valves, sprinkler head box, "test and drain" inspectors test valve and any diagrams or documentation for the fire protection systems. The enclosure shall have exterior locking hardware and a Knox box shall be located at an approved location near the room for easy Fire Department access. The exterior side of the enclosure door shall have labeling or signage approved by the Fire Department indicating "FIRE RISER INSIDE".
12. An automatic fire alarm system is required for the building to provide audio/visual notification of the automatic fire sprinkler system activation for occupant evacuation. Separate plans shall be submitted to the Fire Department for plan approval prior to installation. The fire alarm control

RESOLUTION NO. _____

panel or a remote keypad for the system shall be located in an approved location. Plans & documentations for the fire alarm system shall include, manufacturer cut sheets for all fire alarm devices, California State Fire Marshal Listing sheets for all appropriate devices, plans showing locations of all devices, line diagram & point to point diagram of the alarm system and complete battery & voltage drop calculations for the system.

13. A minimum of one, 2A10BC fire extinguisher shall be located every 75' of travel distance throughout the building. Exact extinguisher location to be determined by the fire code official prior to installation.
14. All exit pathways shall be equipped with approved emergency pathway lighting. Emergency lights shall be placed at each exit sign location, stairway landing, and other approved location. Exit lights shall be self-powered or have battery back-up power. Emergency lighting shall be approved by the fire code official prior to installation.
15. Provide a permanent engraved, carved or embossed sign indicating "Occupant Load" (and the number of people allowed in the room or area). This sign shall be located in the assembly/sanctuary room. The sign shall be a minimum of 8" x 10", with 3" block letters/numbers. Exact design, occupant load number and sign placement shall be approved by the fire code official prior to installation.
16. A manual fire alarm system may be required for the converted building to be used for Sunday school classes. Separate plans for this system shall be submitted to the Fire Department for approval prior to installation.
17. The Building is located within a Wildland-Urban Interface (WUI) area. Structures built in these areas shall be constructed using non-combustible building materials and other approved non-combustible construction techniques. Please contact the Fire Department to discuss the applicability of the WUI requirements.
18. Fencing within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas shall consist of approved materials. The closest five (5) feet of fencing to any structure shall be approved noncombustible.
19. All plants within the WUI must be on the approved San Diego County approved plant list for use within WUI areas and approved by the Santee fire code official for use in your project. Some of the plants proposed may not be on the approved list.
20. The existing fire hydrant on the north side of the building appears to be within the limits of the proposed driveway and may need to be moved for the development. This hydrant may be relocated but must be retained for project

RESOLUTION NO. _____

approval. Exact final location of this fire hydrant shall be approved by the fire code official prior to final placement.

21. The following notes shall be placed on the grading plans:

- a. All unpaved construction areas shall be sprinkled with water or other acceptable San Diego APCD dust control agents during dust-generating activities to reduce dust emissions. Additional watering or acceptable APCD dust control agents shall be applied during dry weather or windy days until dust emissions are not visible.
- b. Trucks hauling dirt and debris shall be covered to reduce windblown dust and spills. Dirt shall not be over the height of the truck bed.
- c. On dry days, dirt or debris spilled onto paved surfaces shall be swept up immediately to reduce resuspension of particulate matter caused by vehicle movement. Approach routes to construction sites shall be cleaned daily of construction-related dirt in dry weather.
- d. On-site stockpiles of excavated material shall be covered or watered.
- e. Water rock materials undergoing rock-crushing processing at sufficient frequency. Automatic water or mist or sprinkler system should be installed in areas of rock crushing and conveyor belt systems.
- f. Abide by all conditions of approval for dust control required by the San Diego APCD.
- g. Use low pollutant-emitting construction equipment.
- h. Equip construction equipment with prechamber diesel engines (or equivalent) together with proper maintenance and operation to reduce emissions of nitrogen oxide, to the extent available and feasible.
- i. Use electrical construction equipment to the extent feasible.

SECTION 4: The City Council and/or the Director of Development Services may periodically review any Conditional Use Permit and/or Major Revision thereto to ensure that it is being operated in a manner consistent with the conditions of approval or in a manner that is not detrimental to the public health, safety, or welfare, or materially injurious to properties in the vicinity. If, after review, the City Council or the Director of Development Services deems that there is sufficient evidence to warrant a full examination, then a public hearing date shall be set pursuant to S.M.C 17.06.030(G) et seq. Such hearing may result in revocation or modification of permit conditions.

SECTION 5: The terms and conditions of this Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) shall be binding upon the permittee and all persons, firms

RESOLUTION NO. _____

and corporations having an interest in the property subject to this Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 6: This Major Revision Number 1 to Major Use Permit P81-046 (MJR2016-1) expires on April 12, 2020 at 5:00 p.m. unless prior to that date substantial construction of the proposed use pursuant to this permit has taken place. If such construction has not taken place within the three-year period, the City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 7: Pursuant to Government Code Section 66020, the 90 day approval period in which the Applicant may protest the imposition of any fees, dedications, reservations, or exaction imposed pursuant to this approval, shall begin on April 12, 2017.

SECTION 8: 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 9: Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Wildlife. This fee is due and payable as a condition precedent to the County Clerk's filing of a Notice of Determination. The City of Santee hereby notifies the applicant that in order to comply with State Law, the applicant shall remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval, a certified check payable to the "County Clerk, County of San Diego" in the amount of \$2,266.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 10: 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 12th day of April 2017, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

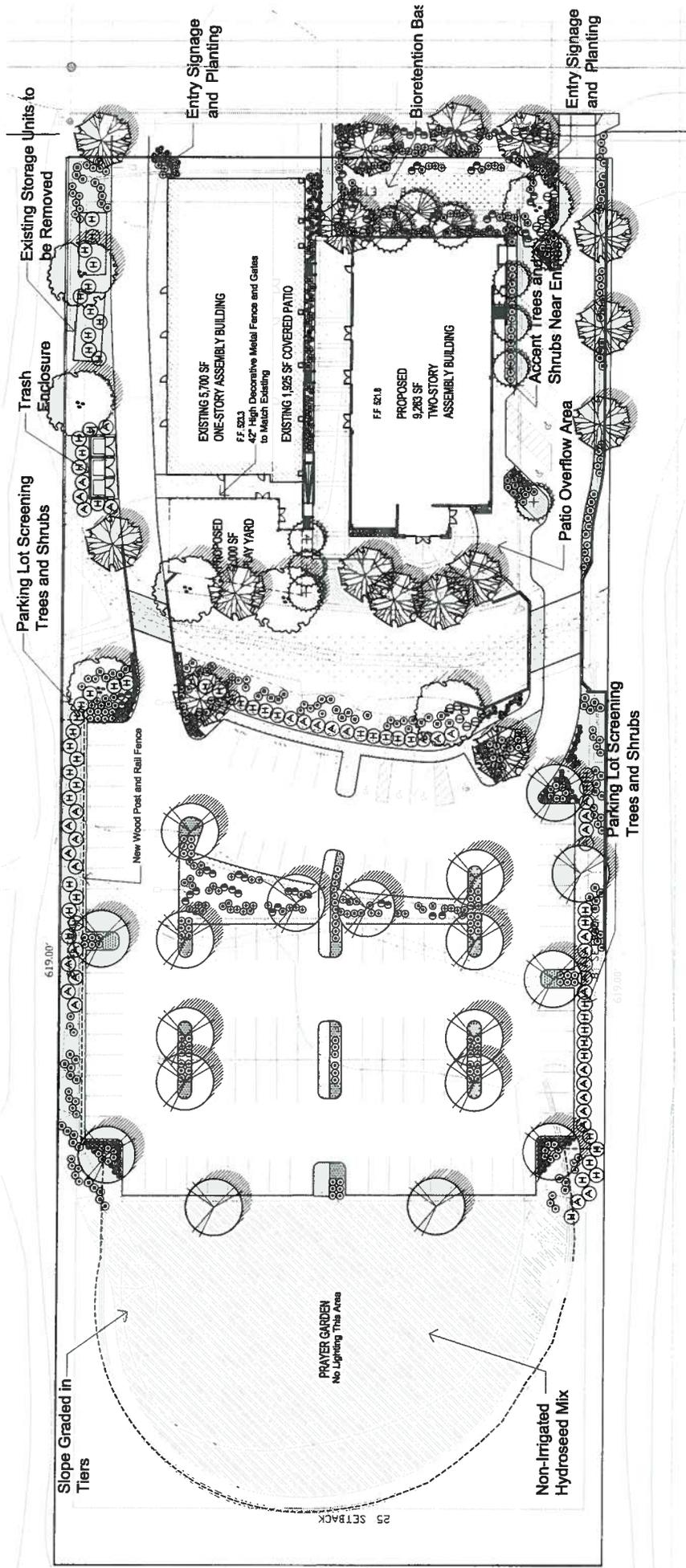
JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

AERIAL PHOTO OF SITE AND VICINITY
Calvary Chapel Expansion (MJR2016-1/AEIS2016-6)
10920 Summit Avenue





L-1
 11/05/15
 3/10/16
 7/6/16
 10/5/16
 11/7/15

For Planting Legend, See Sheet L-2
 For Notes, See Sheet L-2



CALVARY CHAPEL Santee LANDSCAPE CONCEPT PLAN

Calvary Chapel Expansion (MJR2016-1/ AEIS2016-6)

25 SETBACK

238.00'

619.00'

619.00'

PRAYER GARDEN
 No Lighting This Area

Non-Irrigated
 Hydroseed Mix

Slope Graded in
 Tiers

Parking Lot Screening
 Trees and Shrubs

Trash
 Enclosure

Existing Storage Units to
 be Removed

Entry Signage
 and Planting

Bioretention Bas

Entry Signage
 and Planting

Patio Overflow Area

Parking Lot Screening
 Trees and Shrubs

JENNIFER ROBINSON ARCHITECTS

100 METAL CENTER DRIVE
SAN FRANCISCO, CA 94103
415.771.9144
www.jrarchitects.com

ALL DIMENSIONS UNLESS NOTED OTHERWISE.
DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE.

CALVARY CHAPEL
ASSEMBLY BUILDING
10920 SUMMIT AVENUE, SANTEE, CA 92071

ISSUE DATE
OR PRELIMINARY REVIEW OF JULY 8

PROPOSED FLOOR PLAN

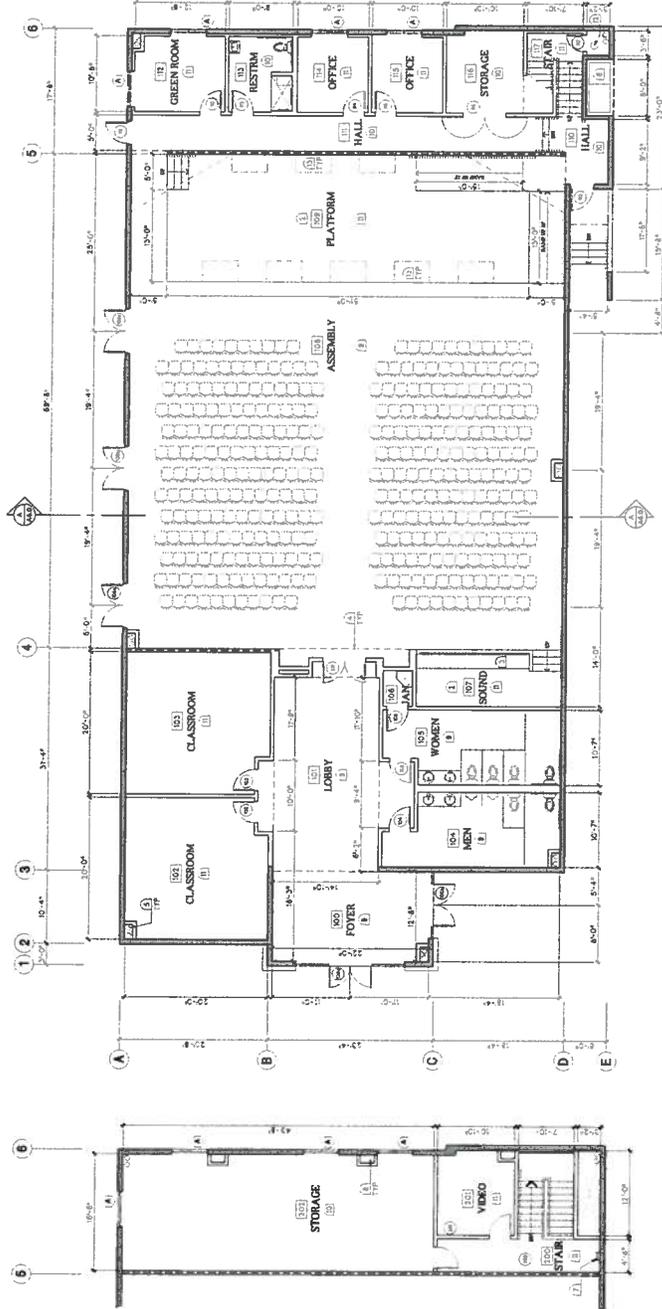
A2.0
SHEET OF

LEGEND

-  NEW CONCRETE TILT-UP WALL WITH ALUMINUM STOREFRONT
-  NEW Poured CONCRETE TILT-UP WALL
-  NEW Poured CONCRETE TILT-UP WALL WITH FIXED ALUMINUM WINDOW
-  NEW INTERIOR METAL FRAME WALL WITH WOOD DOOR AND ALUMINUM WINDOW
-  NEW FULL HEIGHT BEARING INTERIOR METAL FRAME WALL
-  NEW PARTIAL HEIGHT METAL FRAME WALL
-  WINDOW, SEE WINDOW SCHEDULE
-  DOOR, SEE DOOR SCHEDULE

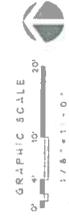
CONSTRUCTION NOTES

- (1) CONCRETE TILT-UP PANEL PAINT
- (2) 3/4" HIGH PLATFORM
- (3) PLASTIC LAMINATE COUNTERTOP
- (4) SLOTTED ABOVE
- (5) ROOF BRIM AND OVERFLOW
- (6) MECHANICAL SHUNT
- (7) ROOF ACCESS LADDER
- (8) MECHANICAL SHUNT
- (9) CONCRETE STAIN & SEAL
- (10) CARPET
- (11) FRC RISER
- (12) EQUIPMENT AREA BELOW PLATFORM



FIRST FLOOR PLAN

MEZZANINE PLAN



A

B

Calvary Chapel Expansion (MJR2016-1/ AEIS2016-6)

ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA ELECTRICAL CODE.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL ELECTRICAL BOARD.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL ELECTRICAL BOARD.

CALVARY CHAPEL
 ASSEMBLY BUILDING, SANTEE, CA 92071

ISSUE _____ DATE _____
 BY PROGRAM/REVIEW BY DATE

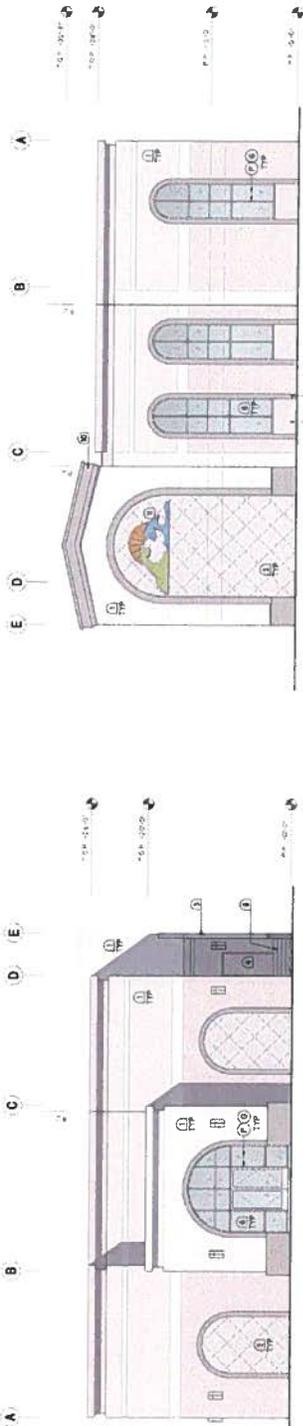
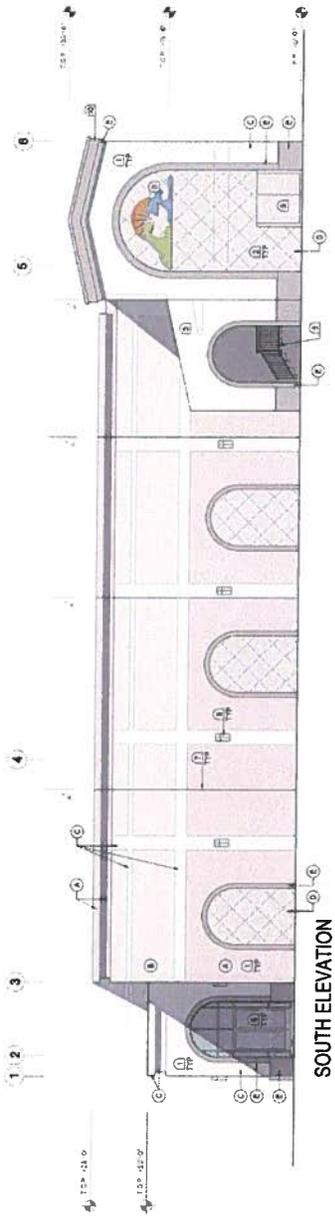
PROPOSED EXTERIOR ELEVATIONS
A5.0
 SHEET _____ OF _____

CONSTRUCTION NOTES

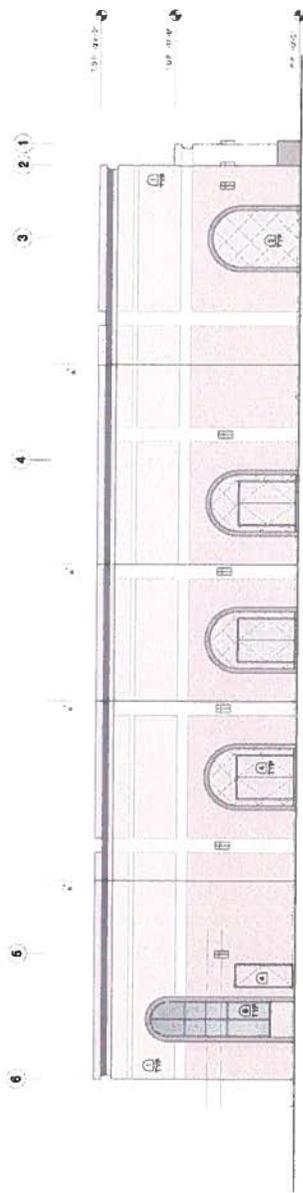
- 1) CONCRETE TILT-UP WALL WITH JUMP REPAIRS, PAINT
- 2) JUMP REPAIRS, PAINT
- 3) CONCRETE TILT-UP SCREEN WALL, PAINT
- 4) HOLLOW METAL DOOR AND STEEL FRAME, PAINT
- 5) ELECTRICAL INTERCOMER
- 6) ELECTRICAL INTERCOMER
- 7) PANEL JOINT
- 8) EXTERIOR WALL-MOUNTED LIGHT FIXTURE
- 9) STEEL STACK, GABRIEL AND HANCOCK
- 10) EXTERIOR WALL-MOUNTED LIGHT FIXTURE
- 11) COMPENSATIONAL BRIDGE

FINISH LEGEND

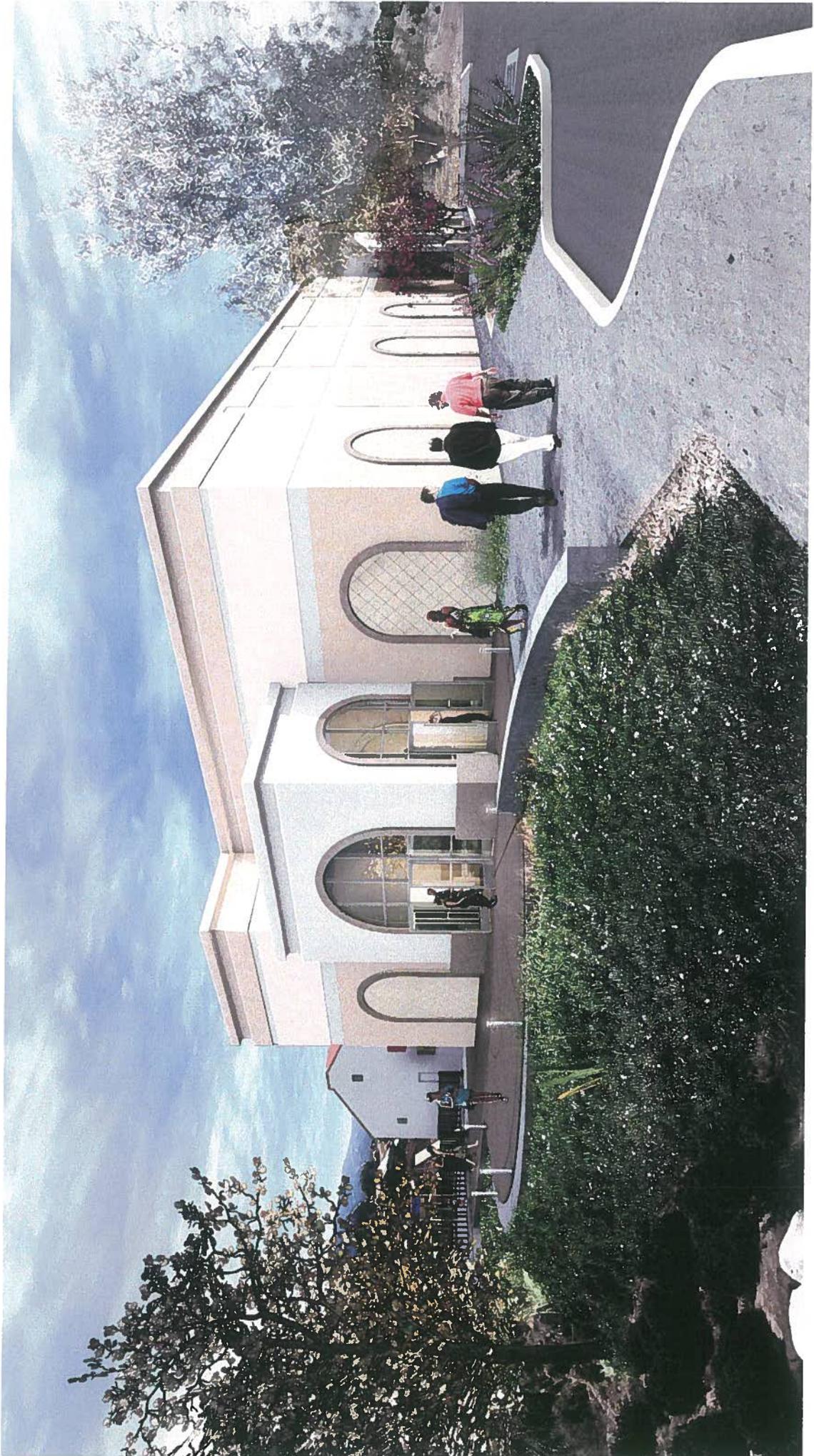
- 1) SCREEN WALL COLOR - SHERRIN WILLIAMS SW 703 - MINK BRICK
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EAST ELEVATION



NORTH ELEVATION



Calvary Chapel Expansion
MJR2016-1/AEIS2016-6



Due to its large size, the
Mitigated Negative Declaration
with appendices is a separate document
that can be reviewed at:

Santee City Clerk's Office
Development Services Department
or

On the website at:
<http://www.cityofsanteeca.gov/Index.aspx?page=164>

City of Santee
COUNCIL AGENDA STATEMENT

2B

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR A CONDITIONAL USE PERMIT (P2016-3) AND A MINOR PARKING EXCEPTION, TO DEVELOP A 4,086 SQUARE-FOOT FAST FOOD RESTAURANT ON A 1.04-ACRE PARCEL AT 8867 CUYAMACA STREET IN THE GENERAL COMMERCIAL ZONE (GC) AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, APPLICANT: PM DESIGN GROUP, INC.

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY The project proponent is requesting a Conditional Use Permit and a Minor Exception to City parking standards to develop a Raising Cane's fast food restaurant with a drive-through facility on the east side of Cuyamaca Street approximately 200 feet south of Mission Gorge Road. An existing vacant building on the site, formerly occupied by Bank of the West, would be demolished to allow construction of the proposed project. The project includes a 4,086 square-foot building and an uncovered outdoor eating area. The drive-through facility includes two lanes with two menu boards able to accommodate up to 17 vehicles at a time. Internal circulation and drive aisles would be configured to accommodate an additional 21 vehicles entirely within the property. In addition, the project provides 34 parking spaces, which is seven less than the Code requirement of 41 spaces. The applicant is requesting a Minor Exception to allow this reduction in the parking requirement. Findings for the Minor Exception are included in the attached Resolution. Restaurant hours would be from 10 a.m. to 12 a.m. Monday through Friday, and 10 a.m. to 2 a.m. on weekends.

The attached Staff Report provides an analysis of the proposed project, including a compatibility analysis with the adjacent residential neighborhood east of the site and an assessment of potential traffic, noise, and lighting impacts. Project conditions of approval include required public improvements to Cuyamaca Street, construction of a new sidewalk along the adjoining alley east of the site, and a prohibition on truck deliveries between the hours of 7p.m. and 7a.m.

ENVIRONMENTAL REVIEW This project is Categorically Exempt from the provisions of the California Environmental Quality Act pursuant to State CEQA Guidelines sections 15303 because it involves the construction of a small restaurant in an urbanized area intended for such uses; 15332 because the project is consistent with the General Plan and Zoning Designation, includes a project area of less than 5 acres, and is proposed on a site currently developed with a parking lot and vacant commercial building; and 15301 because it includes minor alteration of existing structures and facilities involving negligible or no expansion of use.

FINANCIAL STATEMENT Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to be: Drainage Fee \$45,582.87; Traffic Impact Fee \$28,615.16; Traffic Signal Fee \$4,618.18.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS *MSB*

1. Conduct and close the Public Hearing; and
2. Find Conditional Use Permit P2016-3 Categorically Exempt from the provisions of CEQA and authorize the filing of a Notice of Exemption.
3. Approve Conditional Use Permit P2016-3 with a Minor Exception per the attached Resolution.

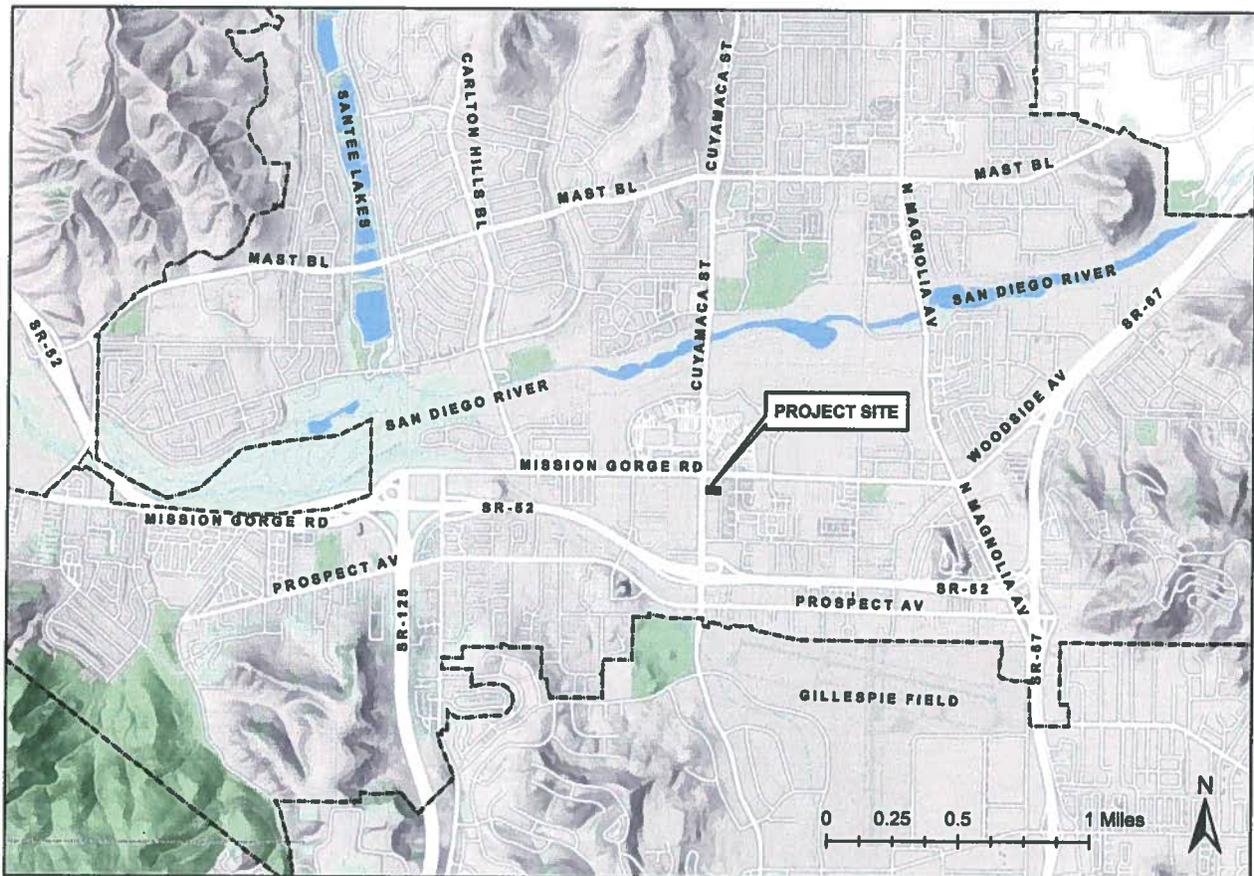
ATTACHMENTS

Staff Report Resolution Aerial/Vicinity Map Project Site Plan/Elevations

STAFF REPORT

PUBLIC HEARING FOR A CONDITIONAL USE PERMIT (P2016-3) AND A MINOR PARKING EXCEPTION, TO DEVELOP A 4,086 SQUARE-FOOT FAST FOOD RESTAURANT ON A 1.04-ACRE PARCEL AT 8867 CUYAMACA STREET IN THE GENERAL COMMERCIAL ZONE (GC) AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. APPLICANT: PM DESIGN GROUP, INC.

Notice of the Public Hearing was published in the East County Californian and mailed to 73 owners of property within 300 feet of the request, and other interested parties, including the owner of the subject property and the applicant, were notified by U.S. Mail on **March 30, 2017**. Notice was also provided to the Homeowner's Association of the Mission La Vega condominium development immediately east of the project site.



A. SITUATION AND FACTS

1. Requested by Raising Cane's
2. Land Owner 8867 Cuyamaca LLC
3. Type and Purpose of Request Conditional Use Permit to construct a 4,086 square foot Raising Cane's fast-food restaurant with drive-through service with a Minor Exception for reduced on-site parking.
4. Location 8867 Cuyamaca Street
5. Site Area 45,230 square foot site (1.04 ac)
6. Number of lots One
7. Hillside Overlay No
8. Existing Zoning GC (General Commercial)
9. Surrounding Zoning North: GC (General Commercial)
South: GC (General Commercial)
East: R7 (Medium Density Residential)
West: GC (General Commercial)
10. General Plan Designation GC (General Commercial)
11. Existing Land Use Vacant commercial building
12. Surrounding Land Use North: Gas station, fast food restaurant
South: AT&T building
East: Mission La Vega condominium development
West: Shopping center, fast food restaurants
13. Terrain Flat
14. Environmental Status Categorical Exemption: Section 15303 New Construction of Small Structures, Section 15332 Infill Development Projects, and Section 15301 Existing Facilities
15. APN 384-041-43
16. Within Airport Influence Area Yes, Safety Zone 6, No Restrictions

B. BACKGROUND

The project site is located on the east side of Cuyamaca Street, approximately 200 feet south of Mission Gorge Road and consists of a 1.04-acre property developed with a 3,280 sq. ft. vacant commercial building formerly occupied by Bank of the West. The site is fully developed with a paved parking area and bank teller drive-through lanes with two driveway approaches along Cuyamaca Street. The building and parking lot would be demolished to accommodate the proposed project. A Conditional Use Permit is required for a drive-through fast food restaurant pursuant to the Municipal Code.

C. PROJECT DESCRIPTION

The applicant proposes to construct a new fast food restaurant (approximately 4,086 square feet) on a 1.04-acre developed parcel of land. The indoor dining area would seat approximately 88 patrons, with additional seating proposed in an outdoor patio area. The patio area would measure approximately 572 sq. ft. and include five tables with umbrellas. The restaurant would operate between 10 a.m. to 12 a.m. Monday through Friday, and 10 a.m. to 2 a.m. on weekends. The restaurant would have two shifts with 8-10 employees per shift.



Outdoor seating area

The drive-through facility would include two lanes with two menu boards and would accommodate up to 17 vehicles. Internal circulation and drive aisles would be configured to accommodate an additional 21 vehicles queueing into the drive-through lanes. Thirty-four parking spaces are proposed, including two accessible stalls and corresponding paths of travel. The two existing driveways would be consolidated with a single driveway to limit traffic conflicts with motorists travelling north on Cuyamaca Street.

Architecture

The proposed building would include a light-brown stucco exterior, a stone veneer wainscoting on the exterior walls, and black metal trim. The outdoor dining area would include up to five non-fixed tables with black and red fabric umbrellas. Black metal awnings are proposed over select windows on both the west and south-facing elevations.

A covered trash enclosure for trash and recycle bins has been designed to complement the building's architectural theme. The project signage would match the national branding theme for Raising Cane's, with white and yellow lettering on a red background.

Landscaping

The project, as designed and conditioned, would include approximately 9,436 sq. ft. of landscaping. Landscape planters and strips would be provided in areas abutting the building, around the proposed trash enclosure and along the entire perimeter of the project site, including along the Cuyamaca Street frontage. The landscaped areas will include a combination of drought-tolerant trees, shrubs, and vegetative ground cover with decomposed granite mulch.

D. ANALYSIS

The project site is located in the General Commercial zone designation, which requires City Council approval of a Conditional Use Permit for a drive-through fast food restaurant. The proposed restaurant use is consistent with the range of uses that are permitted in the General Plan and Zoning Ordinance and the use is compatible with surrounding commercial uses. In addition, the project is consistent with the General Commercial zone development standards including the 40-foot building height limit, required five-foot wide side setbacks, required 10-foot front setback from Cuyamaca Street and 5-foot rear yard setback from the adjoining alley. The project will replace a deteriorating building that has been vacant for several years and that has had ongoing nuisance abatement issues. The project meets the City's design and landscaping standards.

Compatibility with Adjacent Land Uses

On-site uses: Fast food restaurants with drive-through service intend to move orders through the drive aisle as quickly as possible. The proposed restaurant will include two drive-through aisles with a menu board in each aisle to allow orders to be completed more quickly and thus allow for a more rapid movement of vehicles through the drive-through facility. The menu boards will have intercom equipment that represents the best available technology to minimize sound levels.

Adjacent uses: Located on the west side of Cuyamaca Street across from the project site is the Plaza de Cuyamaca Shopping Center, which includes McDonald's and KFC restaurants; directly north of the site is a gas station and Taco Bell restaurant; directly south of the site is an AT&T building; and east of the site is the Mission La Vega condominium development. The Mission La Vega development is buffered from the project site by a 40-foot wide alley.

Traffic

A traffic impact study for the project was prepared by Kimley-Horn and Associates, Inc. dated January 2017. The study includes a queue report on the proposed drive-through facility. The report surveyed a number of existing Raising Cane's restaurants and determined the average peak hour queue would be 10 vehicles. The proposed drive-through facility could accommodate stacking for 17 cars and in the event the queue extends beyond the drive-through lane

itself, an additional 21 vehicles could be accommodated on-site without extending beyond the project site. Overall, the project results in 2,491 average daily trips. All study intersections and roadway segments would operate at an acceptable level of service under near term and build-out conditions with the addition of the project traffic.

Minor Exception for Parking

A Minor Exception for a variance to the minimum required number of on-site parking spaces, which is based upon gross commercial square footage for retail and restaurant uses, is provided for in Municipal Code Section 17.06.050.B.4. Variances may be processed in conjunction with a Conditional Use Permit application and do not require a separate application or separate public hearing in accordance with Municipal Code Section 17.06.040.B.3. A Minor Exception may be considered for a reduction in required parking by up to 25%.

Findings in support of a Minor Exception for the proposed project are included in the attached Resolution based on the following considerations:

- The restaurant serves customers primarily through its drive-through facility and the traffic study completed for the project demonstrates that based on average service times for the restaurant chain and the proposed two-lane drive-through configuration, the project will be able to adequately accommodate vehicular traffic during peak times.
- More than 50% of the restaurant floor space is dedicated to non-dining areas such as kitchen and cooking areas, storage rooms, and restrooms, such that the gross square footage parking standard may not accurately account for the unique operational characteristics of the restaurant.
- The dedication of additional right-of-way to the City along Cuyamaca Street for a future northbound right-turn pocket reduces the developable area of the site.
- The site's proximity to public transit routes and the proposed installation of bicycle racks at the new restaurant offers alternative modes of transportation to access the site.

Noise

Due to the location of the menu boards in the rear part of the property adjacent to the residential uses a noise study was completed for the project. The noise study assessed the sound levels from the proposed menu boards and idling vehicles and calculated the sound levels from these sources at property line. Based on the location of the drive-through aisles and menu boards at more than 80 feet from the eastern property line, noise related with the amplified communication system and idling vehicles would be reduced to 45 dBA and 42 dBA, respectively. The City Code requires that noise not exceed 50 dBA

between the hours of 7 p.m. and 7 a.m. at property line. Based on this study, noise from the menu boards and idling vehicles would not exceed the noise limit of 50 dBA at the eastern property line. In addition, a project condition of approval would limit truck deliveries to the site between 7 a.m. and 7 p.m. Therefore, noise impacts associated with late night restaurant operations are not anticipated

Lighting

A photometric (lighting) study was also completed for the proposed project due to the potential for light encroachment into the condominium complex. The lighting study maps the intensity of light sources, including proposed lighting fixtures on the building and lamps within the parking lot, throughout the project site and immediately surrounding area. Based on this study, light intensity, calculated in footcandles, would be less than 0.1 footcandles at property line and 0 footcandles (no light trespass) beyond the property line east of the project site. Based on this study, the project would not have a lighting impact on the adjacent residential area to the east.

Impact Fees

Development Impact Fees are estimated to be: Drainage Fee \$45,582.87; Traffic Impact Fee \$28,615.16; Traffic Signal Fee \$4,618.18.

Environmental Determination

A Notice of Exemption has been prepared finding the project Categorically Exempt from the provisions of the California Environmental Quality Act pursuant to State CEQA Guidelines sections 15303, "New Construction of Small Structures", Class 3 because the project involves the construction of a small restaurant in an urbanized area intended for such uses; 15332, "Infill Development Projects", Class 32 because the project is consistent with the General Plan Designation and Zoning, includes a project area of less than 5 acres, and is proposed on a site currently developed with a commercial building and parking lot; and 15301 because it includes minor alteration of existing structures and facilities involving negligible or no expansion of use.

E. STAFF RECOMMENDATION

1. Conduct and close the Public Hearing; and
2. Find Conditional Use Permit P2016-3 Categorically Exempt from CEQA and authorize the filing of a Notice of Exemption.
3. Approve Conditional Use Permit P2016-3 with a Minor Exception per the attached Resolution.

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTEE, CALIFORNIA APPROVING
A CONDITIONAL USE PERMIT (P2016-3) AND A MINOR
PARKING EXCEPTION, TO DEVELOP A 4,086 SQUARE-FOOT
FAST FOOD RESTAURANT ON A 1.04-ACRE PARCEL AT 8867
CUYAMACA STREET IN THE GENERAL COMMERCIAL ZONE
(GC) AND FINDING THE PROJECT CATEGORICALLY EXEMPT
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.
APPLICANT: PM DESIGN GROUP, INC.**

WHEREAS, on March 13, 2017, PM Design Group, Inc. submitted a complete application for a Conditional Use Permit P2016-3 with a Minor Exception, to establish a fast food restaurant with drive-through service at 8867 Cuyamaca Street within the site; and

WHEREAS, the Conditional Use Permit P2016-3 and Minor Parking Exception includes a 4,086 square foot restaurant with both indoor and outdoor seating, and a drive-through facility that can accommodate up to 17 vehicles; and

WHEREAS, the project is consistent with both General Plan and Zoning Ordinance land use regulations. The site is located in the General Commercial (GC) land use district which is intended for intensive general commercial activities and services encouraged along major transportation routes; and

WHEREAS, the project will maximize the economic and development potential of the site by replacing a vacant use with a compatible use accessible by transit, bicycle, foot, and automobile; and

WHEREAS, a minor reduction in the number of required on-site parking spaces will not adversely affect parking availability based on a traffic study prepared by Kimley-Horn and Associates, dated January 2017, and findings for a Minor Exception have been made herein; and

WHEREAS, based on the environmental assessment, the City, as lead agency under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* ("CEQA") has determined the project is categorically exempt from environmental review under State CEQA Guidelines sections 15303, "New Construction of Small Structures", because it involves the construction of a small restaurant in an urbanized area intended for such uses; 15332, "Infill Development Projects," as the project is consistent with the General Plan Designation and Zoning, includes a project area of less than 5 acres, and is proposed on a site currently developed as a parking lot and vacant commercial building; and 15301, "Existing Facilities", because it includes minor alteration of existing structures and facilities involving negligible or no expansion of use.

WHEREAS, the Director set a April 12, 2017, public hearing for Conditional Use Permit P2016-3 with Minor Exception; and

WHEREAS, on April 12, 2017, the City Council held a duly advertised and noticed public hearing; and

WHEREAS, the City Council considered the staff report, all recommendations by staff, and all public testimony; and

WHEREAS, the determination that the project is not subject to CEQA review reflects the City Council's independent judgement and analysis.

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: The City Council finds that all components of the project and Conditional Use Permit P2016-3 and Minor Exception are exempt under CEQA and satisfy the criteria for one or more exemptions as follows:

- A. The project is exempt under Class 1, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. (14 Cal. Code Regs. § 15301.) The project includes the demolition of the small, existing vacant commercial structure on the site located in an urban area zoned General Commercial for commercial use.
- B. The project is exempt under Class 3, which consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. (14 Cal. Code Regs. § 15303.) The project includes the construction of one commercial structure in an urbanized area that does not exceed 10,000 square feet in floor area; the restaurant will not employ the use of significant amounts of hazardous substances; the site is fully developed and all necessary public services and facilities are available as evidenced by water and sewer availability letters from Padre Dam Municipal Water District; the surrounding area is fully improved as a paved and impervious parking lot and is not environmentally sensitive; and the site is zoned General Commercial for commercial use.
- C. The project is exempt under Class 32, which consists of projects characterized as in-fill development that are consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; occur within city limits on a project site of no more than five acres substantially surrounded by urban uses; located on a site that has no value, as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and located on a site that can be adequately served by all required utilities and public services. (14 Cal. Code Regs. § 15332.) The project conforms to the General Plan and Zone Code and is located within city limits on less than 5 acres substantially surrounded by urban uses. The project site has no habitat value due to the site being fully developed as a paved parking lot. The project will be served by adequate utilities and public services and would not

result in any other significant environmental effects.

SECTION 2. The City Council finds that none of the following exceptions to the categorical exemptions apply. (14 Cal. Code Regs. § 15300.2.)

- A. The project is not located in a particularly sensitive environment as the project impact areas are located in an existing, developed urban area within an existing commercial site.
- B. The cumulative impact of successive projects of this same type in the same place over time would not be significant because the project components are limited in size and scope and consistent with the General Plan and applicable zoning, and there are no reasonably foreseeable projects that would result in cumulative impacts with the project.
- C. There is no reasonable possibility the project will have a significant effect on the environment due to unusual circumstances. The project does not involve any unusual improvements and involves structures comparable to existing improvements at the project site, which is located within an existing, developed urban area.
- D. The project would not result in damage to scenic resources within a designated state scenic highway.
- E. The project is not located on a site designated pursuant to Government Code 65962.5.
- F. The project does not involve any improvements, modifications, or other changes to an historical resource.

Therefore, none of the circumstances outlined in Title 14, California Code of regulations, section 15300.2 applies. Thus, the Project qualifies for the categorical exemptions outlined above.

SECTION 3: The findings in accordance with Section 17.06.030.E of the Santee Municipal Code for a Conditional Use Permit are made as follows:

- A. The use is in accord with the General Plan, the objectives of the Zoning Ordinance, and the purposes of the district in which the site is located. The site is located in the General Commercial (GC) land use district which is intended for intensive general commercial activities and services encouraged along major transportation routes. The project is a fast-food restaurant with drive-through service, which is permitted with an approved Conditional Use Permit within the GC (General Commercial) land use designation and zoning district.
- B. The use, as designed and conditioned, complies with each of the applicable provisions of the zoning ordinance because all development standards are met including landscaping and building setbacks, and all proposed public improvements will meet the public works standards of the City.

- C. The use, as designed and conditioned, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity, because: 1) the restaurant will replace a commercial building formerly occupied by a bank; 2) on-site circulation and queue design will ensure drive through traffic does not back onto Cuyamaca Street; and 3) the project will utilize only one driveway approach along Cuyamaca Street, resulting in a reduction in driveway approaches along Cuyamaca Street and limiting vehicular conflicts along Cuyamaca Street.
- D. The use, as designed and conditioned, is proposed on an unused property of the and would replace a long vacant commercial building with a viable use, and therefore is not inhibiting the development potential of the site.

SECTION 4: The findings in accordance with Section 17.06.050.E of the Santee Municipal Code for a Minor Parking Exception are made as follows:

- A. The strict or literal interpretation and enforcement of the specified regulations would result in practical difficulty or unnecessary hardship inconsistent with the objectives of the general plan and development code, because the site's General Commercial (GC) zone designation allows a range of commercial uses including restaurants when adequate parking is provided. A traffic study by Kimley-Horn and Associates (January 2017), included a queue analysis and peak traffic calculations and concluded that the site would be able to accommodate anticipated peak traffic. Therefore, the strict interpretation of the Zoning Ordinance parking standards would create a practical difficulty by precluding the establishment of a restaurant use even when adequate parking would be available to serve restaurant operations.
- B. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties in the same zone, because unlike other properties, the subject property is located along a planned right-turn lane on Cuyamaca Street that requires dedication of additional right-of-way to the City. This reduces the ability to provide additional parking spaces on the property.
- C. That the strict or literal interpretation and enforcement of the Zoning Ordinance parking standards would deprive the site from having a restaurant with unique operational characteristics, since the parking standard is based solely on the gross square footage of the building. More than 50% of the proposed restaurant floor space is dedicated to non-dining areas such as kitchen and cooking areas, storage rooms, and restrooms.
- D. That the granting of the Minor Exception will not be detrimental to the public health, safety or welfare, or materially injurious to properties or be inconsistent with limitations on other improvements in the vicinity, because 1) the restaurant serves customers primarily through its drive-through facility and a traffic study completed for the project demonstrates that based on average service times for the restaurant chain and the proposed two-lane drive-through configuration, the project will be able to adequately accommodate vehicular traffic during peak times; 2) the dedication of additional right-of-way to the City along Cuyamaca Street for a future northbound right-turn pocket for public safety purposes

reduces the developable area of the site; and 3) bicycle racks will be provided to encourage a healthier manner of travel; 4) the project includes completion of an adjacent sidewalk segment furthering pedestrian mobility; and 5) the site is accessible to alternative modes of transportation, including a bus stop within 500 feet of the project site and a trolley station approximately 1,500 feet from the project site, reducing the need for on-site parking.

SECTION 5: The PM Design Group, Inc. application for Conditional Use Permit P2016-3, with a Minor Exception, to establish a 4,086 square foot fast food restaurant with drive-through service located in the GC zone at 8867 Cuyamaca Street within the site is hereby approved, subject to the following conditions:

- A. All construction shall be in substantial conformance with the approved project plans received March 24, 2017, as amended by this Resolution.
- B. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.
- C. Minor or Major Revisions to the Conditional Use Permit, such as changes to the building elevations, site design, landscaping design and changes to business hours, shall be approved by the Director of Development Services, unless, in the Director's judgment, a Major Revision should be reviewed by the City Council.
- D. The applicant shall utilize intercom equipment that represents best available technology in order to minimize sound levels at their drive-through order station, including features to change speaker volumes during peak and non-peak hours, and headsets that reduce the transfer of background noise. This technology shall ensure the microphone is at a decibel level not audible at the east property line.
- E. Delivery trucks shall not operate on the site between 7 p.m. and 7 a.m.
- F. All existing landscaping on-site is to remain unless otherwise noted on plans. Any landscaping damaged during construction shall be replaced in kind. A bond, equal to the cost of full landscape installation, shall be required prior to the issuance of a building permit and shall not be released for a minimum of one year until said landscaping is demonstrated to be fully viable.
- G. Lighting shall be downshielded and installed in accordance with the photometric study, dated January 10, 2017.
- H. Separate sign permits shall be obtained for any proposed signage in accordance with Chapter 17.32 of the Municipal Code.
- I. Three (3) clean air vehicle spaces shall be provided in accordance with Section 17.24.040 of the Municipal Code.
- J. The applicant shall recycle a minimum of 65% of the construction and demolition waste generated from the project, consistent with the City's Construction and Demolition Debris Recycling Ordinance (SMC 13.38) and State law.
- K. The applicant shall obtain a consistency determination for the proposed project from the San Diego Airport Land Use Commission prior to the issuance of a building permit.

- L. All lanes other than marked parking stalls should be considered fire lanes with no parking allowed along the curb. Most of these lanes are drive lanes and should not need red striping or other fire lane markings. If parking in these lanes becomes a problem, marking of the fire lanes will be necessary.

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. Or, signs shall be installed on the edge of the curb indicating the same. Placement of the signs shall be every 75 feet (or other approved spacing), placed in between the curb stenciling. Exact placement shall be approved by the fire code official prior to installation.

- M. Address numbers shall be placed near the roofline of all structures visible from the street or access roadway. Numbers shall be block style, 12" in height, black in color (or other approved color), in contrast with their background. Address numbers shall also be illuminated for nighttime visibility. A Potter, "SASH-120" Horn/Strobe (or equivalent) shall be located below each address placement for indication of fire sprinkler activation. Exact location and color of address numbers shall be approved by the fire code official prior to installation.

- N. The building 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. If the fire sprinkler system has 20 or more sprinkler heads, the sprinkler system is required to be monitored by an approved central station monitoring company. Contact the Fire Department for specific requirements for the automatic fire sprinkler system.

- O. The building shall have a walk-in, enclosed, fire sprinkler riser room accessible from the outside of the building or address. The exact size and location of the riser room shall be approved by the Fire Department prior to construction. This room shall contain the fire sprinkler riser(s) for the building/address, pressure gauges for the system, applicable valves, sprinkler head box, "test and drain" inspectors test valve and any diagrams or documentation for the fire protection systems. These rooms shall have exterior locking hardware and a Knox box shall be located at an approved location near the room for easy Fire Department access. The room shall be provided with lighting on the emergency circuit or have battery backup power. The exterior side of the riser room door shall have labeling or signage approved by the fire code official indicating "FIRE RISER ROOM". The fire riser room shall also have an inlet to the sewer system for periodic flushing of the fire sprinkler system.

- P. The device (Double Detector Check Valve Assembly/Fire Department Connection (RPDA/FDC) that supplies water to the automatic fire sprinkler system shall be placed in an approved location within 50' of a fire hydrant. The device shall be installed per San Diego County Regional Standard WF-05. The

finished height of the Fire Department Connection (FDC) shall be no higher than 48" from grade. The entire device may be painted dark green or brown to blend in with adjacent landscaping. The Fire Department Connection (FDC) shall be painted red. The Fire Department Connection (FDC) once installed, shall be "pinned" in place for theft protection. The (RPDA) device shall be stenciled with 2" white numbers indicating the address served. The assembly shall be equipped with a chain and breakaway locks for security. Location of these devices shall be approved prior to installation. If the building is equipped with central station monitoring of the sprinkler system, the control valves on the device shall be monitored for tamper of the valves.

- Q. A Knox Box key safe for emergency access of Fire Department personnel is required for the building. Knox Boxes shall be installed at the front entrance, riser room and other required location(s). Knox Box applications may be obtained from the Fire Department. Approval of the number and exact mounting location shall be determined by the fire code official prior to installation.
- R. Santee has adopted the use of Knox Fire Department Connection (FDC) Plugs for FDC hose connections to the automatic fire sprinkler systems. These plugs ensure that the FDC's will be clear of obstructions and allow for the proper Fire Department use of automatic fire sprinkler systems. Knox Plugs can be ordered online directly from the Knox Company at Knoxbox.com. Order FDC Plugs for use in the City of Santee. Order model #3043 (two per building if using Siamese connection). Contact Santee Fire Department if assistance is needed in ordering.
- S. A Fire sprinkler monitoring system is required for the buildings to send a signal to a central station monitoring company upon waterflow activation of the fire sprinkler systems. Separate plans shall be submitted to the Fire Department for any fire alarm system(s) or devices for approval prior to installation. The fire sprinkler monitoring system shall be located in the "Fire Riser Room". Plans & documentations for this system shall include, manufacturer cut sheets for all fire alarm devices, California State Fire Marshal Listing sheets for all appropriate devices, plans showing locations of all devices, line diagram & point to point diagram of the alarm system and complete battery & voltage drop calculations for the system.
- T. A minimum of one, 2A10BC fire extinguisher shall be located every 75' of travel distance throughout the building. Exact extinguisher location to be determined by the fire code official prior to installation.
- U. The cooking area is required to be protected by a hood and duct fire protection system. Separate plans are to be submitted to the Fire Department for approval prior to installation. Exact locations of manual pull station(s) and "K" rated fire extinguishers are to be determined by the fire code official prior to installation.
- V. Provide a permanent engraved, carved or embossed sign indicating "Occupant Load" (and the number of people allowed in the room or area). The sign shall be a minimum of 8" x 10", with 3" block letters/numbers. Exact design, occupant

load number and sign placement shall be approved by the fire code official prior to installation.

W. Prior to Building Permit Issuance:

1. The applicant shall include provisions in their design contract with their design consultants that following approval 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. A letter of acknowledgement of this requirement from each design consultant is required at the time of plan submittal. This letter shall be in a format acceptable to the City Engineer.
2. 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 building plans, shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the project engineer.
3. The applicant shall ensure that all property corners are properly monumented. If corners have been lost or do not exist, corners shall be set and a Record of Survey filed prior to issuance of a building permit.
4. Starting with the first plan check submittal, all plan sets 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.
5. Street Improvement Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance. 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 a thirty two foot (32') wide commercial driveway on Cuyamaca Street per City of Santee Standards. The driveway design consists of a San Diego Regional Standard G-17, modified to the satisfaction of the Director of Development Services. The driveway and pedestrian ramps shall be designed and installed in the interim condition so as not to require modification to said driveway and ramps when the construction of a future dedicated right turn lane is installed.

- b. Widen Cuyamaca Street to major arterial road standards and provide an irrevocable offer of dedication to provide for a total of eighty and a half feet (80.5') of right-of-way measured from centerline for the future installation of a dedicated right turn lane in substantial conformance with the preliminary site plan prepared by Kimley-Horn dated February 24, 2017. Show curb, gutter, sidewalks, street lighting, fire hydrants and pedestrian ramps at curbs.
- c. Show the relocation of existing and proposed utilities located on-site and along the property frontage at ultimate location to allow for the future installation of sidewalk and a dedicated right turn lane. Utilities to be relocated include, but are not limited to, the existing street light, fire hydrant, pull boxes, meters, and drainage facilities. The applicant shall provide utility easements as necessary for public facilities located outside of the accepted public right of way.
- d. Show on the improvement plans the proposed interim public improvements in bold and the future ultimate improvements in grayscale. Interim improvements shall include, but not limited to, removal of the existing driveways, installation of a concrete driveway and pedestrian ramps at ultimate location, installation of a temporary concrete sidewalk and curb and gutter, relocation of existing utilities to ultimate location, installation of an ADA complaint pedestrian connection to the public sidewalk to the project side with future connection with ultimate sidewalk, and traffic striping as necessary. Future public improvements, to be installed by others, are anticipated to include, but not limited to, installation of a dedicated right turn lane, removal of interim concrete curb gutter and sidewalk, installation of concrete curb gutter and sidewalk at the ultimate location, pavement widening, and traffic striping as necessary. No signage, utilities, or permanent obstructions shall be placed within the limits of future public improvements unless otherwise approved by the Director of Development Services.
- e. Widen Cuyamaca Alleyway to local road standards and provide an irrevocable offer of dedication of twenty feet (20') of right-of-way measured west of easterly property line. Show curb, gutter, pavement restoration and transition to existing adjoining improvements to the satisfaction of the Director of Development Services.
- f. The Applicant shall improve the adjoining twenty feet (20') of Cuyamaca Alleyway, located east of the easterly property line. Improvements shall consist of the installation of curb, sidewalks, pavement restoration and transitions to existing adjoining improvements to the satisfaction of the Director of Development Services.
- g. Street Improvement plans shall be one hundred percent (**100%**) complete at the time of plan check submittal is 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 (improvements).
- 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 prior to issuance of the permit.

6. Precise Grading Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance.
 - a. Horizontal and vertical control for all plans shall be obtained from ROS 11252 and shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the City project engineer.
 - b. All recommended measures identified in the approved geotechnical study shall be incorporated into the project design and construction.
 - c. Landscape and irrigation plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. Include the landscape and irrigation plans as part of the precise grading plan set.
 - d. Grading plans shall include preliminary recommendations for all pavement design sections within the project limits. The pavement structural section shall be designed based on the "R" value method using a minimum traffic index of 4.5 for Automobile Parking Areas and a minimum traffic index of 5.5 for On-site Driveways/Delivery Areas. 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.
 - e. Grading plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. 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, landscape and irrigation plan submittal package:

- 1) Six sets of grading, landscape and irrigation plans bound and stapled.
- 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) Two copies of the Storm Water Quality Management Plan specified here within.
- 7) Two copies of the Storm Water Pollution Prevention Plan specified here within.
- 8) Three copies of the Geotechnical Study specified here within.
- 9) A copy of any letters of permission from any adjoining property owners if grading is proposed off-site. Letters shall be in a form acceptable to the City.
- 10) A letter of acknowledgement, signed and sealed, from each design consultant acknowledging City ownership of all construction drawings following City approval as specified here within.
- 11) 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 prior to issuance of the permit.

7. Provide three copies of a geotechnical study prepared in accordance with 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.
8. Replace failed or inadequate pavement to the centerline and/or sidewalk adjacent to the site on Cuyamaca Street and the Cuyamaca Alleyway to the satisfaction of the Director of Development Services.
9. 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:

Resolution No. _____

- a. Drainage \$ 45,582.87 (estimated); calculated based on \$ 1,118 / 1000 square feet of increased impermeable area.
- b. Traffic \$ 28,615.16; calculated based on a fee rate of \$ 7,485 / 1000 square feet of building area.
- c. Traffic Signal \$ 4,618.18; calculated based on a fee rate of \$ 1,208 / 1000 square feet of building area.

Impact fee amounts shall be calculated in accordance with the current fee ordinances in effect at issuance of building permit. Fees shall be adjusted on an annual basis in accordance with the Municipal Code. The drainage fee shall be calculated based on the actual impermeable area created by the project including off-site street improvements or other improvements beyond the project boundary. The applicant shall provide site and building footage certification by their engineer of work to the Director of Development Services for approval for use in calculating the final fee amounts.

Note: Fee Credits for existing development may be applied provided the applicant obtains demolition permits prior to removal, and receives Engineering Approval of a plan documenting existing impervious area and building square footage of the commercial facilities prior to removal. Fee Credits will only be applied to Drainage, Traffic and Traffic Signal.

- 10. 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 the pad compaction certification from the geotechnical engineer and three originals of the pad elevation certification from the project civil engineer to the City project engineer.
- 11. 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 identify all existing areas contributing run-on to the site and provide a means to convey said run-on to an acceptable discharge point. A proposed curb on the south property line to prevent run-on from the adjacent building is not an acceptable alternative.
 - d. The drainage study shall provide calculations for the proposed 24" x 24" inlet, raised curb and bypass pipe.
12. 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 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 SWMP.
 - 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. 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.
 - d. The site shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash capture devices. Said devices must be designed to capture debris of 5 mm or

greater, while preventing flooding potential. In addition, all inlets must be labeled with concrete stamp or equivalent - stating, "No Dumping - Drains to River".

- e. 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.

13. Water Quality Control – Construction Storm Water Management Compliance

- a. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) prior to start of construction. This project disturbs 1 or more acres of soil or disturbs less than 1 acre but is part of a larger common plan of development that in total disturbs 1 or more acres. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
- b. 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 (BMP's) the applicant will use to protect storm water runoff and the placement of those BMP's. Section XIV of the Construction General Permit describes the SWPPP requirements.

14. 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.

15. Applicant shall provide four copies of a revised traffic study prepared in accordance with City guidelines and have same approved by the City Traffic Engineer.

16. Submit two copies of a current preliminary title report (dated within six months of plan submittal) and two copies of all documents listed in the title report. Copies of recorded documents must be clear and legible copies of the original recorded document.

17. The applicant shall comply at all times with the following work hour requirements:

- 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, no exceptions.

- 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 Sundays and City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are permitted.
- d. If the applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, additional reduction of work hours may be imposed by the Department 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.

18. Trench work when required within City streets and City alleyways shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each work day. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.

19. Vehicle access on Mission Gorge Road, Cuyamaca Street and Cuyamaca Alleyway 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.

20. Comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.

X. Prior to Occupancy the Applicant shall:

1. 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.

2. Plant all new trees in and within 10 feet of the public right-of-way with root control barriers.
3. Construct all improvements within the public right-of-way and improvements as shown on the approved precise grading plans. Improvements shall be completed to the satisfaction of the Director of Development Services.

SECTION 6: The terms and conditions of this Conditional Use Permit (P2016-3) approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to these permits and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 7: In addition to all other available remedies, the City of Santee Municipal Code, Chapter 1.14, provides for the issuance of Administrative citations for Municipal Code violations. Should non-compliance with said terms and conditions of this Conditional Use Permit or any violation of the Municipal Code that includes the City's Storm Water Ordinance, the City has the right to issue administrative citations containing an assessment of civil fines for each violation and collect administrative fines for violations.

SECTION 8: 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 April 12, 2017.

SECTION 9: The applicant shall defend with counsel of City's choice 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.

SECTION 10: This Conditional Use Permit (P2016-3), with the Minor Exception, shall expire on April 12, 2020 except where substantial use has commenced prior to its expiration. If use of the development has not commenced within the three-year period, said expiration date may be extended pursuant to a request for time extension received 60 days prior to the original expiration date. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 11: Staff is directed to file a Notice of Exemption for approval of the project with the San Diego County Clerk. The City of Santee hereby notifies the applicant that the County Clerk collects a documentary handling fee for the processing of CEQA documents. The applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$ 50.00. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the thirty (35) day statute of limitations on court challenges to the approval under CEQA.

SECTION 12: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 12th day of April 2017, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

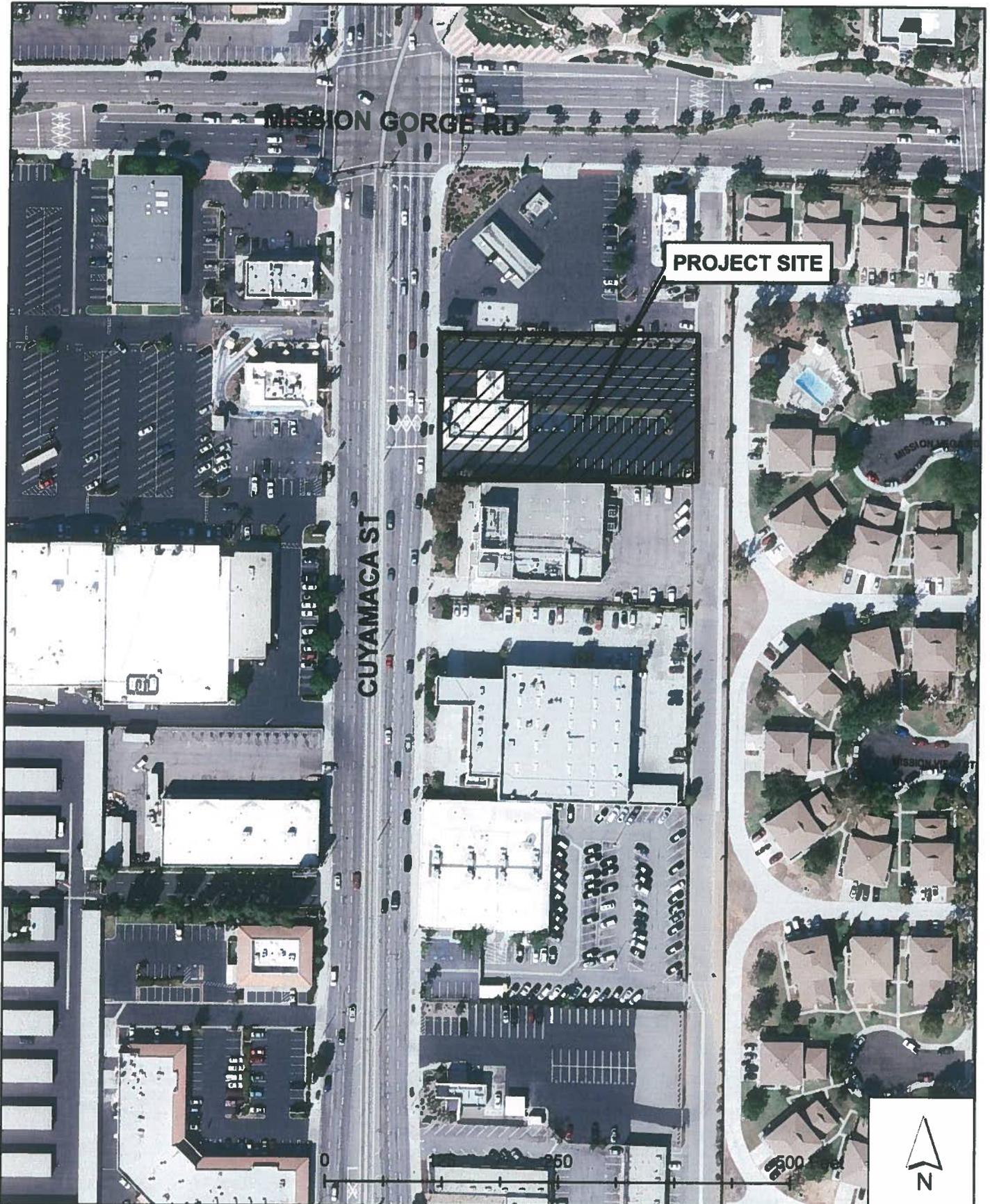
ATTEST:

PATSY BELL, CMC, CITY CLERK

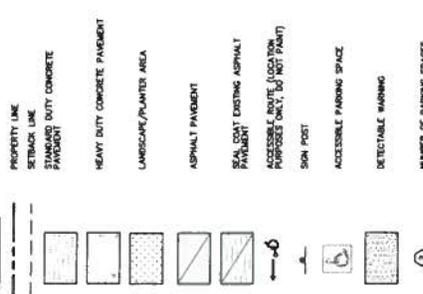
AERIAL PHOTO OF SITE AND VICINITY

Raising Cane's Conditional Use Permit No. P2016-3

8867 Cuyamaca Street



LEGEND:

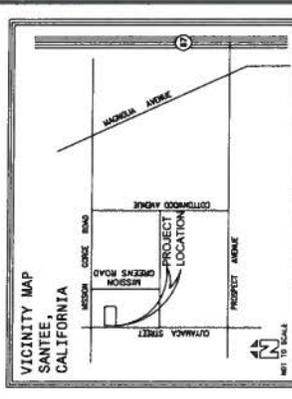


CONSTRUCTION NOTES:

- 1 STANDARD DUTY CONCRETE PAVEMENT
- 2 CONCRETE CURB
- 3 STANDARD DUTY ASPHALT CONCRETE PAVEMENT
- 4 LANDSCAPE/PLANTER AREA
- 5 HEAVY DUTY CONCRETE PAVEMENT
- 6 EXISTING TRANSFORMER TO REMAIN
- 7 DIRECTIONAL MARKING FOR PLAN
- 8 ACCESSIBLE RAMP WITH DETECTABLE MARKING (TRUNCATED DOMES)
- 9 4" THICK WHITE STRIPING 60" S.C. O.C.
- 10 8" THICK WHITE STRIPING 12" S.C. O.C.
- 11 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
- 12 SEAL COAT EXISTING ASPHALT PAVEMENT
- 13 ADA PATH OF TRAVEL SIGN
- 14 PUBLIC SIDEWALK PER SAN DIEGO REGIONAL STANDARD DRAWING G-02
- 15 MODIFIED G-17 DRIVEWAY PER CITY OF SANTEE PUBLIC WORKS STANDARDS
- 16 8" THICK WHITE STRIPING WITH 6" ROUND PAVEMENT MARKERS AT 24" O.C.
- 17 MONUMENT SIGN
- 18 CONCRETE TRASH ENCLOSURE
- 19 COMPACT 807 PARKING STALL STRIPING
- 20 STANDARD 807 PARKING STALL STRIPING
- 21 BIKE BACK
- 22 8" THICK WHITE STRIPING
- 23 STANDARD DUTY CONCRETE PAVEMENT
- 24 LANDSCAPE/PLANTER AREA
- 25 HEAVY DUTY CONCRETE PAVEMENT
- 26 EXISTING TRANSFORMER TO REMAIN
- 27 DIRECTIONAL MARKING FOR PLAN
- 28 ACCESSIBLE RAMP WITH DETECTABLE MARKING (TRUNCATED DOMES)
- 29 4" THICK WHITE STRIPING 60" S.C. O.C.
- 30 8" THICK WHITE STRIPING 12" S.C. O.C.
- 31 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
- 32 SEAL COAT EXISTING ASPHALT PAVEMENT
- 33 ADA PATH OF TRAVEL SIGN
- 34 PUBLIC SIDEWALK PER SAN DIEGO REGIONAL STANDARD DRAWING G-02
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- 37 MONUMENT SIGN
- 38 CONCRETE TRASH ENCLOSURE
- 39 COMPACT 807 PARKING STALL STRIPING
- 40 STANDARD 807 PARKING STALL STRIPING
- 41 BIKE BACK
- 42 8" THICK WHITE STRIPING

SIGN INFORMATION

- 1 CHAUNTED SIGN 81-1 - "3100"
- 2 CHAUNTED SIGN 82-1 - "700 NOT ENTER"



SITE DATA

PROJECT DESCRIPTION:
 DEMOLITION OF EXISTING BANK BUILDING AND NEW CONSTRUCTION OF A BAKING CAFE'S RESTAURANT
 8887 CUYAMACA STREET
 SANTEE, CA 92071
 GC

GENERAL COMMERCIAL

LAND USE:
 ZONING DISTRICT: GC
 FLOOD ZONE: UNCLASSIFIED

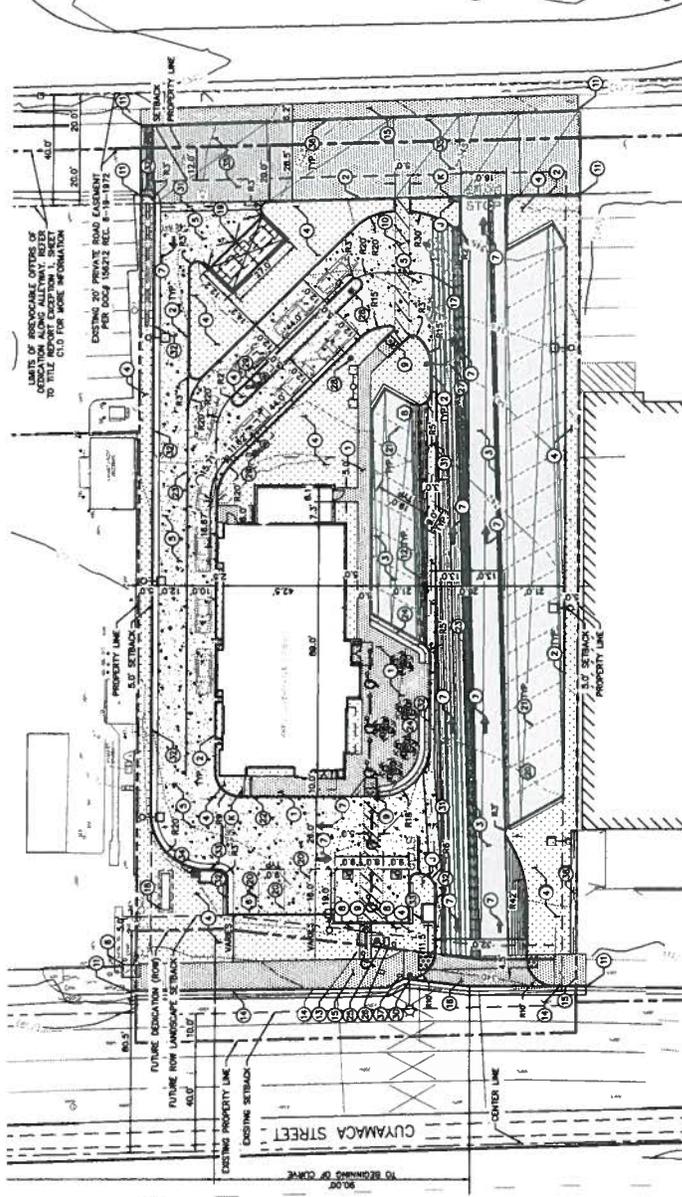
EXISTING 20' PRIVATE ROAD EASEMENT PER DCP 156212 REC. 8-18-1972

LANDSCAPE AREA:
 TOTAL PAVED AREA: 24,219 S.F. (1.00 AC)
 TOTAL UNPAVED AREA: 10,000 S.F. (0.23 AC)
 TOTAL LANDSCAPE AREA: 34,219 S.F. (0.78 AC)
 TOTAL HARDSCAPE AREA: 18,810 S.F. (0.43 AC)

PERMITS:
 PERMITS REQUIRED PER CITY CODE: 4
 TOTAL NUMBER OF PERMITS: 4

MARKING SCHEDULE:
 TOTAL: 19.07
 TOTAL: 19.07
 TOTAL: 19.07

DRAINAGE SUMMARY:
 DRAINAGE SCALE IN FEET: 10, 20, 30
 SCALE: 1" = 10'-0"
 NORTH



DIGIART
 1000 W. STATE ST. SUITE 200
 SANTEE, CA 92071
 TEL: 619.441.1111
 FAX: 619.441.1112
 WWW.DIGIART.COM

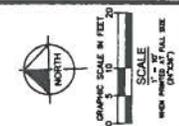
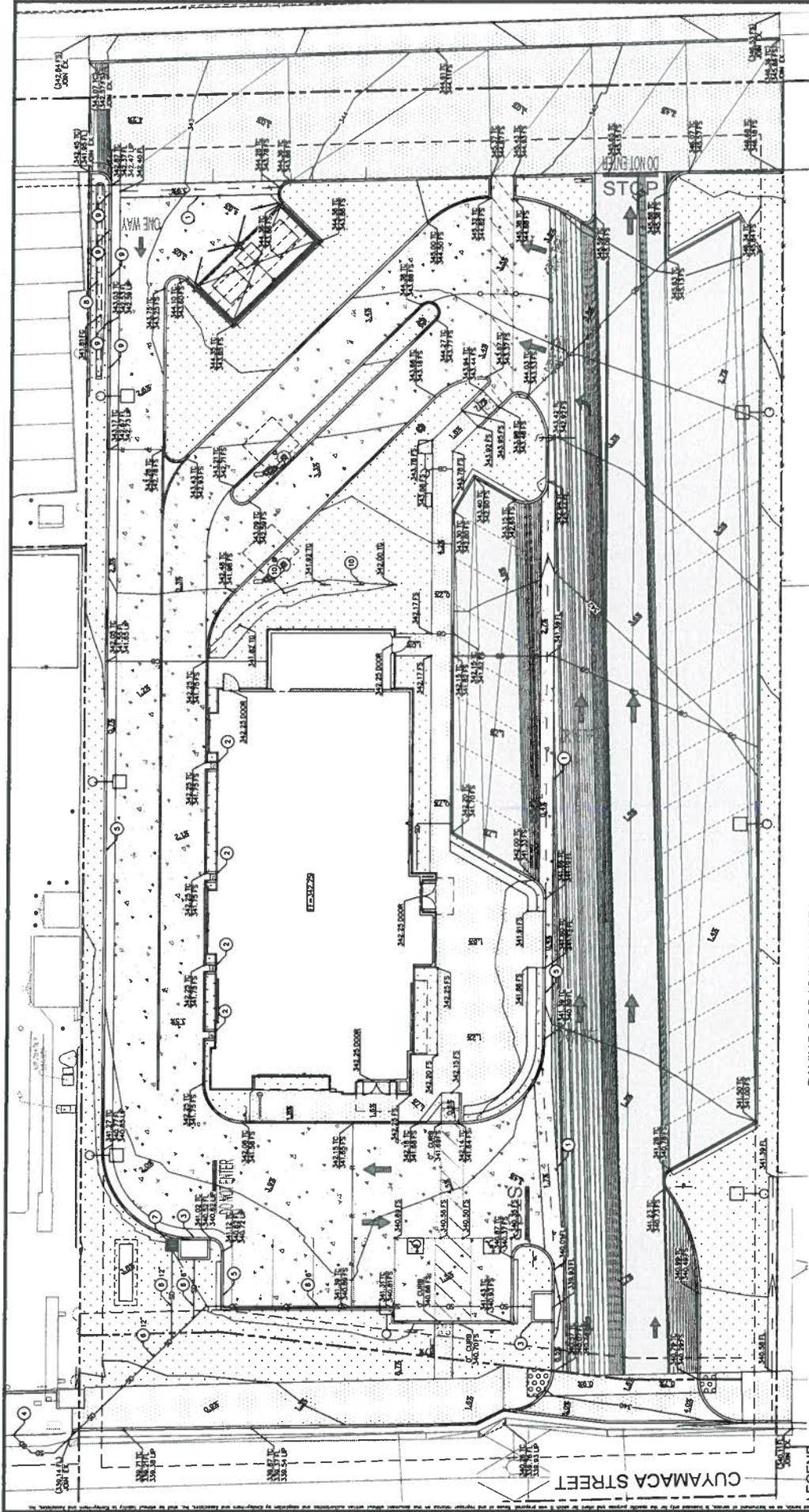
APPROVED BY: _____
 CITY OF SANTEE
 DATE: _____

DESIGNED BY: _____
 CHECKED BY:

PROJECT NO.: _____
 DATE: 3/23/2017
 SCALE: 1/4" = 10'-0"

Kimley-Horn
 1000 W. STATE ST. SUITE 200
 SANTEE, CA 92071
 TEL: 619.441.1111
 FAX: 619.441.1112
 WWW.KIMLEY-HORN.COM

CITY OF SANTEE
 PRELIMINARY SITE PLAN
 C1.1



SITE CHARACTERISTICS

UNDERLYING HYDROLOGIC SOIL GROUP: TYPE 0
 APPROXIMATE DPTH TO GROUNDWATER: 15 FEET
 EXISTING NATURAL HYDROLOGIC FEATURES: N/A
 CRITICAL COARSE SEDIMENT YIELD AREAS TO BE PROTECTED: N/A

PAVING & GRADING NOTES

- VALLEY GUTTER
- ROOF DRAINS
- MODULAR METAL TREATMENT UNIT LABEL INLET WITH "NO OUMPING" STENCIL
- CONNECT TO EXISTING CATCH BASIN PER SPPAC STD. DRAWING NO. 11A-2. INSTALL OLEAGIBLE FLOATED MODEL FT-240 CATCH BASIN INSERT FILTER (OR EQUIVALENT AND APPROVED EQUAL).
- CURB AND GUTTER
- PVC STORM DRAIN PIPE SIZE PER PLAN
- 24"x24" JORDEN PRECAST DRAIN INLET FOR OVERFLOW PROTECTION
- 2.0' CURB OUT TO ALLOW RUN OFF ENTRY INTO VEGETATED SWALE.

LEGEND

PROPERTY LINE	PROPOSED SPOT ELEVATION
SETBACK LINE	EXISTING SPOT ELEVATION
STANDARD DUTY CONCRETE PAVEMENT	STANDARD DUTY PAVEMENT
HEAVY DUTY CONCRETE PAVEMENT	LANDSCAPE AREA
SEAL EXISTING ASPHALT PAVEMENT	

LANDSCAPE SWALE WITH LANDSCAPE DRAINS SPILL THRU CURB FACE

⑩

		CITY OF SANTEE PRELIMINARY GRADING PLAN C2.0	
		8867 CUYAMACA STREET SANTEE, CA 92071	
APPROVED BY: _____ DATE: _____ CITY ENGINEER: _____ DATE: _____		Kimley-Horn 780 THE CITY CENTER, SUITE 200 SANTEE, CA 92078 PHONE: (619) 441-1111 FAX: (619) 441-1112 WWW.KHENGINEERS.COM	
PROJECT NO.: 17-001 DATE: 03/23/2017 DRAWN BY: _____ CHECKED BY: _____ IN CHARGE: _____		PROJECT NO.: 17-001 DATE: 03/23/2017 DRAWN BY: _____ CHECKED BY: _____ IN CHARGE: _____	

DRAWING NO.: K:\084\17001\17001-01\17001-01-01.dwg
 DATE: 03/23/2017 11:29am
 BY: [redacted]
 CHECKED BY: [redacted]



6400 Bayway Plaza, Suite 100
Houston, TX 77059
Tel: 972-759-3100 Fax: 972-759-3101

Raising Cane's
8867 Cuyamaca
Suite, CA 92071
Store # RC282
Prototype 2



Prototype Item Date: _____
Design Author: _____
Date Issued: _____
Revision: _____

PLANNING SUBMITTAL - REV

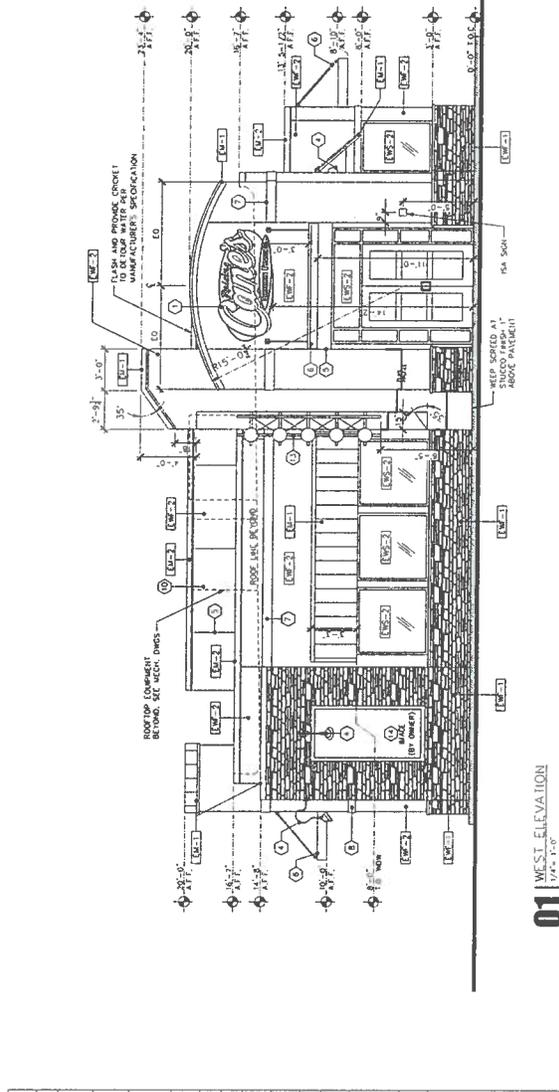
#	Date	Description
1	11/07/2016	PLANNING SUBMITTAL
2	01/05/2017	PRO SUBMITTAL REV
3	02/20/2017	PRO SUBMITTAL REV

Sheet Size: _____
Title: **EXTERIOR ELEVATIONS**
Project Number: RC282002
Drawn By: _____
Checked By: _____
Scale: _____

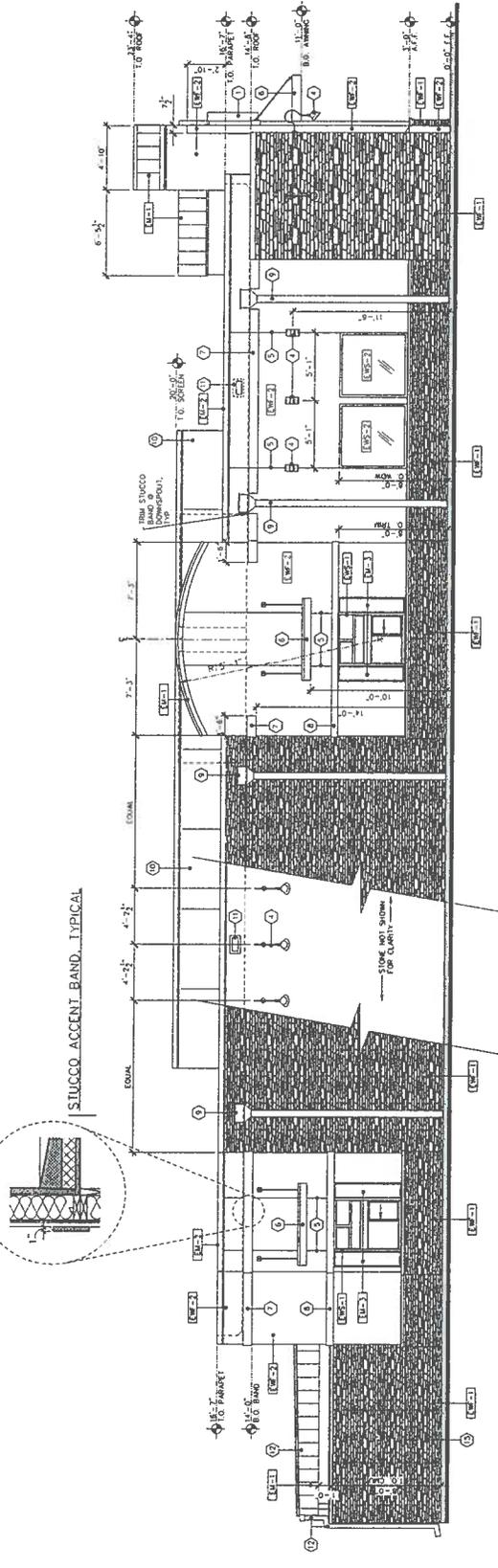
A04.1

KEY NOTES	
MARK	DESCRIPTION
1	SOON BY OWNER PROVIDE BLOCKING AS NOTED REFER TO SOON PACKAGE. SEPARATE SUBMITTAL.
2	NOT USED
3	NOT USED
4	EXTERIOR LIGHTING REFER TO ELEC. DWGS.
5	CONTROL POINT
6	PRE-FABRICATED METAL FLASHING, E.C. TO PROVIDE BY BLOCKING. TYPICAL AT ALL FLASHING LOCATIONS. COLOR: WHITE BLACK.
7	6" STUCCO BAND AS SHOWN
8	4 1/2" ALUM. STOREFRONT RAILER PER 45" R. ANODIZED, TYP. SINK
9	ROOF SUMMER & DOWNPOUT BY OWNER/CONTRACTOR AT FACE OF CONCRETE HEAD. COLOR: WHITE BLACK.
10	DOWNPOUT BY OWNER/CONTRACTOR AT FACE OF CONCRETE HEAD.
11	OWNER/CONTRACTOR
12	METAL ROOF, OUTER & DOWNPOUT, COLOR: WHITE BLACK.
13	METAL NETWORK BY OWNER. INSTALLED BY: _____
14	NOT USED
15	ELECTRICAL CABINETS, PAINT TO MATCH EXTERIOR FINISH. PROVIDE WHITE COATING RECOMMENDED BY ULCC. SUBMITTAL

NOTES:
1. SHADING TO BE APPROVED UNDER SEPARATE FENCING SUBMITTAL.
2. PROVIDE OWNER SPECIFICATIONS AND SUP. DRAWINGS REFERRED SUBMITTAL.



01 WEST ELEVATION
1/4" = 1'-0"



02 NORTH ELEVATION
1/4" = 1'-0"



Raising Canes
 8867 Cuyamaca
 San Jose, CA 92071
 Store # RC282
 Prototype 2



Project Name: Raising Canes
 Designer: Paul Mendenhall
 Title: Architect
 Address: 8867 Cuyamaca
 San Jose, CA 92071
 Phone: 408-255-1101
 Fax: 408-255-1102
 Email: paul@mendenhall.com

PLANNING SUBMITTAL - REV

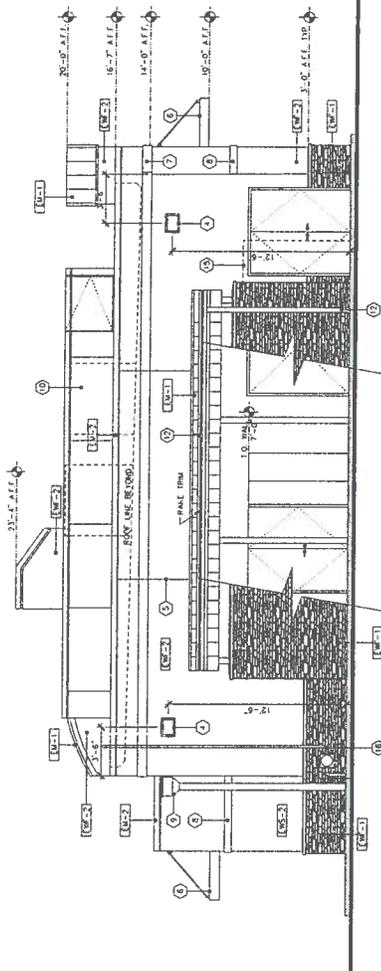
#	Date	Description
1	11/07/2016	PLANNING SUBMITTAL
2	04/01/2017	REV SUBMITTAL REV
3	05/15/2017	REV SUBMITTAL REV

Sheet No: EXTERIOR ELEVATIONS
 Title: 2011/21/11
 Project Number: MAC 100282
 Date: 11/07/2016
 Scale: 1/8" = 1'-0"

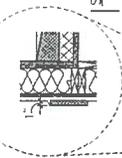
A04.2

KEY NOTES	
MARK	DESCRIPTION
1	SOFFIT ON CHAIR & BENCHES BOLDING AS PER REFER TO SOFFIT PACKAGE. SEE PLANNING SUBMITTAL.
2	NOT USED
3	NOT USED
4	EXTERIOR LIGHTING, REFER TO ELEC DWGS.
5	CONTROL UNIT
6	PRE-FACTURED METAL CANTY, C.C. TO PROVIDE CH BOLDING, TYPICAL AT ALL EXTERIOR LOCATIONS. COLOR: WHITE BLACK.
7	8" STUCCO BAND AS SHOWN
8	4 1/2" ALUM. STOREFRONT FANMER TRIP AD 4518 ADJUSTED, TIP UP
9	ROOF SHIMMER & DOWNPOUTS WITH OVERLAP SCOFFED AT FACE OF DOWNPOUT HEAD. COLOR: WHITE BLACK.
10	CONICAL ROOF TOP COMPONENT BE LOW
11	OVERDOOR SCOFFER
12	METAL ROOF, OUTER & DOWNPOUT, COLOR WHITE BLACK.
13	METAL ARTWORK BY OTHER, INSTALLED BY CC
14	NOT USED
15	ELECTRICAL CABINETS, PAINT TO MATCH EXTERIOR FINISHES. PROVIDE 1/2" REINFORCEMENT WITH STUCCO. SEE COVER DRAWINGS (OFFERED SEPARATE).
16	METAL ROOF, OUTER & DOWNPOUT, COLOR WHITE BLACK.
17	7/8" STUCCO FINISH ON SELF-FINISHING CONCRETE. MOLDING & TRIM AS REQUIRED (SEE SPECIFICATIONS). COLOR: #82
18	STUCCO TO MATCH CONCRETE
19	PROVIDE SCAFFOLD & BRACKER ROOF AT ALL EXTERIOR LOCATIONS. PROVIDE 1/2" REINFORCEMENT WITH STUCCO. SEE COVER DRAWINGS (OFFERED SEPARATE).
20	2" THICK BOARD ON VERTICAL SURFACE SEPARANT BY SOUNDBOARD BUILDING PRODUCTS. CUSTOM STOREFRONT & WINDOW WALL DETAILINGS AND STUCCO TO MATCH CONCRETE

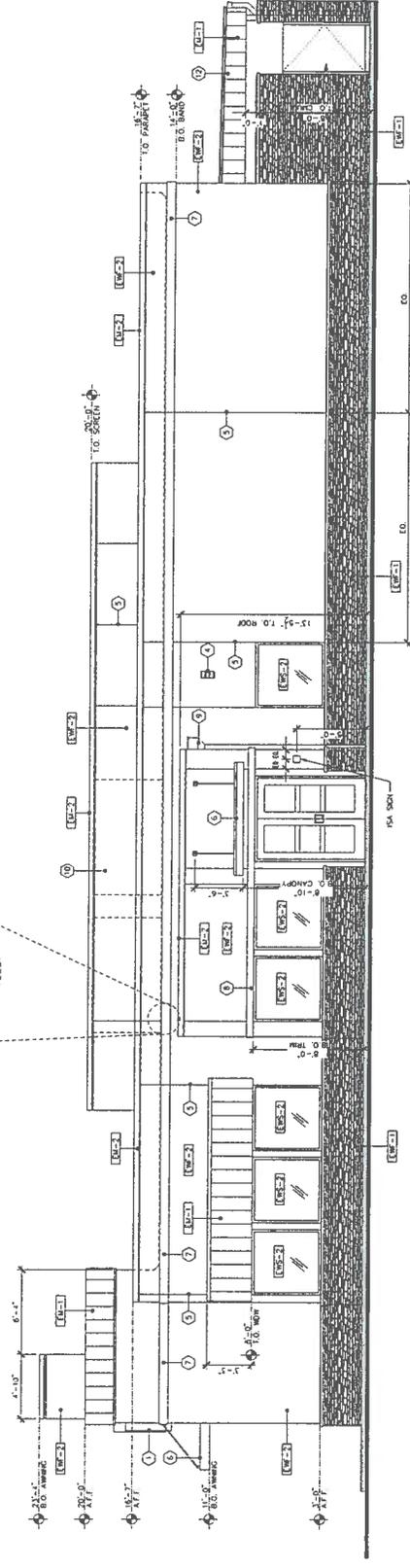
NOTES:
 1. STUCCO TO BE APPROVED UNDER SEPARATE FIELD (OFFERED SEPARATE).
 2. PROVIDE FINISHES USING MANUFACTURER SPECIFICATIONS AND SHOP DRAWINGS (OFFERED SEPARATE).



01 | EAST ELEVATION
 1/8" = 1'-0"



STUCCO ACCENT BAND, TYPICAL



02 | SOUTH ELEVATION
 1/8" = 1'-0"



KIESEL + DESIGN
 Landscape Architecture
 422 E. Main Street
 Ventura, CA 93001
 (805) 634-7370
 jacob@kiesel-design.com
 CA # 5206

Raising Canes
 8887 Ouyernace
 & Milson Gorge
 San Jose, CA

Perforator: _____ DATE _____



Type: OUP/POH

Residential Date: March 27, 2017

Drawn By: NAME DATE
 R. Oshin 3/27/17

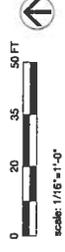
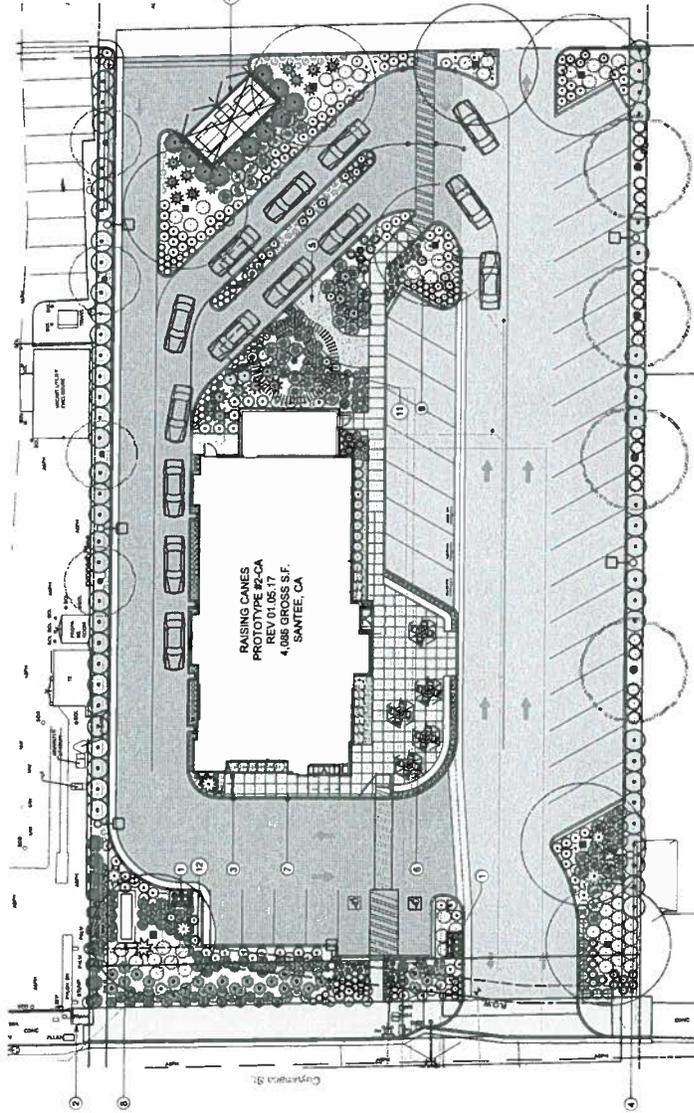
Approved By: NAME DATE
 R. Oshin 3/27/17

Title: _____

Preliminary Landscape Plan

Sheet Number: _____

L1:1



Abbreviations
 DO decomposed granite mulch, edged with 1/4\" steel header where adjacent to planting, typ.
 DI drop inlet, see CIVL drawings
 E existing
 P proposed

General Notes
 1. See sheet L2:1 for irrigation zones. A fully automated irrigation system to be submitted with the building permit application.
 2. Applicant is required to verify street tree requirements with the Parks Division
 3. Total landscape area: (see Architect's plan, exclude hardscape & DO parking areas)

Tree Requirement Calculations per Predevelopment Findings
 8 of trees required - 1 tree / 3 parking bays, 11 trees required.
 8 of trees provided on-site = 17
 --All trees to be MDN, 15 gallon or greater

Keynotes
 1. P1 storm water bio infiltration device, see CIVL drawings
 2. P1 bike rack for 2 bikes, min.
 3. P1 1/4\" steel header, layout to be approved by LA in field
 4. P1 1/4\" steel header, layout to be approved by LA in field
 5. P1 1/4\" steel header, layout to be approved by LA in field
 6. P1 1/4\" steel header, layout to be approved by LA in field
 7. P1 1/4\" steel header, layout to be approved by LA in field
 8. P1 1/4\" steel header, layout to be approved by LA in field
 9. P1 1/4\" steel header, layout to be approved by LA in field
 10. P1 1/4\" steel header, layout to be approved by LA in field
 11. P1 1/4\" steel header, layout to be approved by LA in field
 12. P1 1/4\" steel header, layout to be approved by LA in field

Planting Notes
 Important note: All plant materials shall be set out as shown on plan. Final locations shall be approved by the Landscape Architect prior to planting.
 1. Prior to starting work, Contractor shall take representative soil samples from the project site. Soil shall be analyzed by an approved commercial soil testing laboratory for suitability for ornamental plantings. A copy of the results of the soil analysis shall be submitted to the Owner and Landscape Architect. Contractor shall follow the recommendations of the soil lab as to the application of fertilizer & amendments to provide a suitable medium for the growth of the plants. The Contractor shall be responsible for any damage to plants.
 2. Contractor shall clear and grade all planting areas, removing all weed growth and construction debris, prior to installation of plant materials.
 3. All plants are identified by typical symbols and quantities in each area. Plant quantities indicated on the plan are approximate and are provided for informational purposes only. Contractor shall verify quantities prior to actual plant installation. Landscape Architect shall be given 48 hours notice to inspect Contractor layout prior to final plant installation.
 4. As noted above, all plant materials shall be set out as shown on plan by Contractor for approval by Landscape Architect. Landscape Architect shall be given 48 hours notice to inspect Contractor layout prior to final plant installation.
 5. Contractor shall provide and install 3\" of mulch in all planted areas, unless otherwise noted, which shall be Orange County Bark, 1/2 inch-1 inch. Mulch shall be spread evenly. Contractor to provide Landscape Architect with samples of mulch for approval prior to installation.
 6. All DO (decomposed granite) mulch to be installed, brown color.
 7. Fabric weed barrier shall be provided for all proposed planting areas.
 8. Linear Road Barriers shall be provided for all trees 8\" or closer to parking and curbs.

Common Name	Size Qty	Mature Height	Size Width	WOOOLS
Desert Museum Palo Verde	36\" boro 1	25 ft.	25 ft.	Low
Jacaranda	36\" boro 8	15-35 ft	20-35 ft	Med
Bay Laurel	36\" boro 4	15-25 ft	15-25 ft	Low
Chinese Evergreen Elm	36\" boro 4	35-50 ft.	> 35 ft.	Med
TOTAL 17				
Desert Redbush	15 gal 27	3-4 ft	4-7 ft	Low
Green Hoopoe Bush	15 gal 57	8-15 ft	4-7 ft	Low
New Gold Lantana	1 gal 147	12-15 in	18-24 in	Low
Italian Buckhorn	15 gal 11	12-18 ft	6-8 ft	Low
Desert Yucca Hawthorn	15 gal 11	3-5 ft.	36 in. - 4 ft.	Low
loblolly Rose	15 gal 50	30 in.-3 ft	4-5 ft	Med
Red Yellow Kangaroo Paw	5 gal 18	3-5 ft	2-3 ft	Med
Large Cedar Bush	5 gal 10	5'	4'	Low
Blue Flax Lily	5 gal 84	12-18 in	12-18 in	Low
Baccharid Spurge	5 gal 13	1-2 ft	1-2 ft	Med
Elk's Blue Rush	5 gal 12	12-24 in	12-24 in	Low
Yellow White New Zealand Flax	5 gal 3	3-5 ft.	4-7 ft.	Med
Majestic Toucanum	1 gal 101	<= 12 in	2-3 ft.	Low
Saltier Orange Aloe	5 gal 10	2-3 ft.	3-4 ft	Low
Ray of Light Fox Tail Agave	5 gal 20	3-4 ft.	3-4 ft.	Low
Artichoke Agave	5 gal 25	2-3 ft.	2-3 ft.	Low
Weber Agave	5 gal 7	4-5 ft.	6-8 ft.	Low
Silver Spurge	5 gal 57	1-2 ft.	2-3 ft.	Low
Red Yucca	5 gal 18	2-3 ft.	2-3 ft.	Very Low
Holbein	1 gal 176	1-2 ft	2-3 ft	Low
Soft Leaf Yucca	15 gal 21	6-8 ft	6-8 ft	Very Low
European Gray Sedge	1 gal 20	24-30 in	24-30 in	Low
Desert Mat Rush	5 gal 23	2-4 ft	2-4 ft	Low
White Iron Mulberry	5 gal 57	3-4 ft	3-4 ft	Low
Pine Mulberry	5 gal 87	3 ft	3 ft	Low
Materials	Area	Size	Notes	
Hatch	226sf	NA	NA	
DO (decomposed granite)	1996sf	30\" 50\" 2.5\"	30\" 50\" 2.5\"	



KIESEL + DESIGN
 Landscape Architecture
 422 E Main Street
 Ventura, CA 93001
 (818) 525-7073
 jack@kiesel-design.com
 CL1 5/20

Raising Canes
 8887 Ouyermesa
 & Mission Garage
 Santhee, CA
 Revision: _____ DATE _____



Type: OUP/FCH

Revised/Issued Date:
 March 27, 2017

Drawn By: NAME
 R. Oshman
 DATE
 03/20/17

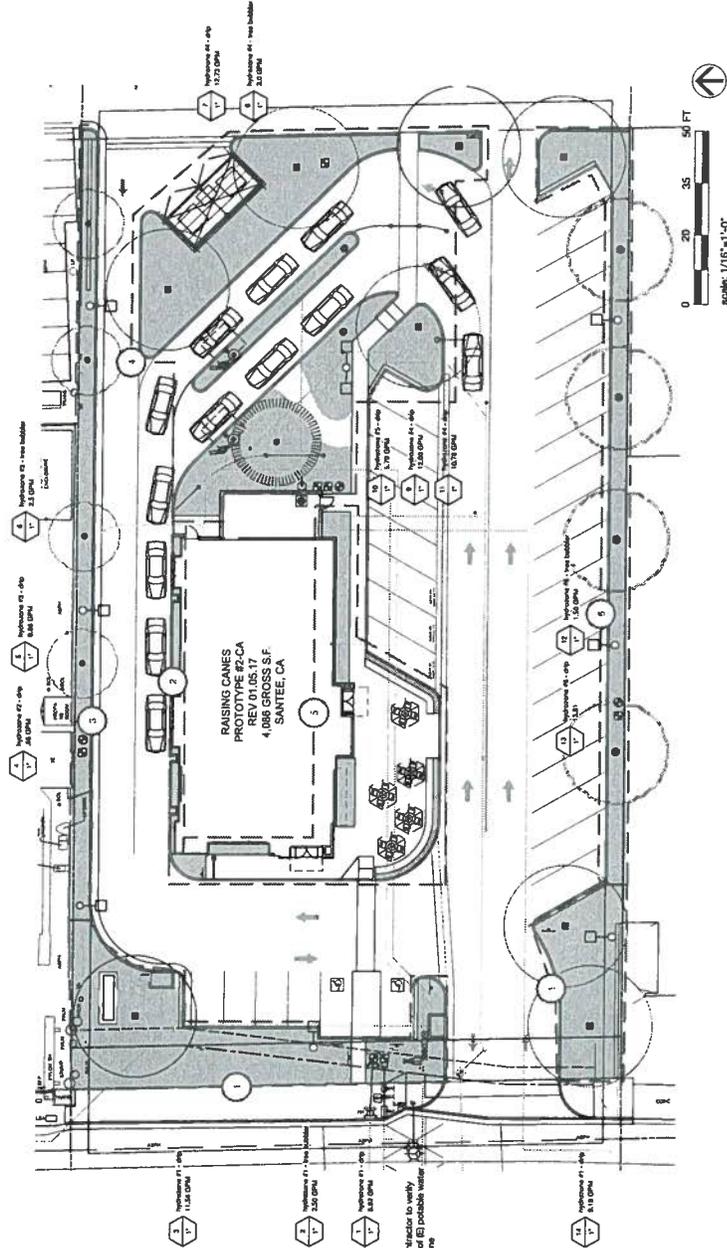
Checklist:
 [] 1. All drawings are checked for accuracy.
 [] 2. All drawings are checked for completeness.
 [] 3. All drawings are checked for consistency.
 [] 4. All drawings are checked for clarity.
 [] 5. All drawings are checked for legibility.

Title:

**Prelim. Irrigation
 Zone Plan**

Sheet Number:

L2.1



Scale: 1/16"=1'-0"

- Irrigation Notes**
1. Install irrigation system per City of Santhee standards.
 2. Verify location of City potable water service mainline.
 3. This plan is diagrammatic. All pipes, valves, etc. shown within paved areas are for design clarification only and shall be installed in planting areas whenever possible.
 4. Do not install the irrigation system as indicated on the drawings when it is obvious in the field that obstructions or grade differences exist and should be brought to the attention of the owner's authorized representative.
 5. Irrigation system is designed assuming a static water pressure of at least 75.00 PSI at point-of-connection. Prior to installation of irrigation system, contractor shall verify pressure at point-of-connection and report any discrepancies to the landscape architect.
 6. If the intent of this plan is to provide adequate irrigation to all planting areas, contractor shall be responsible for providing adequate water to the irrigation system necessary to insure 100% irrigation coverages of all planting areas.
 7. Install the irrigation system in accordance with all local codes.
 8. Piping installed under pathways or paved areas, through walls or footings shall be placed inside schedule 40 PVC sleeves of adequate size to allow the movement of the pipe in the future.
 9. Flush all lines and adjust all emitters for maximum performance. Call Landscape Architect and Owner 48 hours in advance for coverage tests.
 10. Adjust flow controls for proper performance and valve longevity.
 11. Provide shutoff for mainline below driveway, sidewalk, and walls.
 12. Irrigation lines shall be buried at the following minimum depths:
 PVC lateral line: 12"
 PVC lateral line: 12"
 PVC line 2-1/2" or larger: 24"
 13. Soil Type, per USDA Soil Conservation Service, Ca. - Camallo fine sandy loam.
 14. Do NOT program controller to run more than one valve at a time.
 15. Static water pressure: 117 PSI
 16. Minimum static pressure: 75.00 PSI
 17. Dynamic pressure downstream of all valves to be regulated to 40 PSI.
 18. All static pressure downstream of all valves to be regulated to 50 PSI.
 19. All static pressure downstream of all valves to be regulated to 50 PSI.
 20. See Sheet L2.3, detail #1 for more information.

Irrigation Hydrozone Legend



- Irrigation Legend**
- Point of Connection at City potable water supply main line. Contractor to verify location in field.
 - Irrigation main line
 - Irrigation lateral pipe
 - OF dripline header
 - subsurface dripline
 - sleeve pipe for main, lateral and valves under paving and through walls
 - 1" irrigation system sub-meter
 - backflow preventer of pressure indicator install per City code
 - reactor valve, normally closed
 - flow sensor
 - ball valve
 - weather based irrigation controller, interior wall mount
 - rain sensor
 - pressure regulating drip valve assembly
 - pressure regulating electric bubbler valve
 - tree bubbler
 - quick coupler
 - manual flush valve
 - air relief valve

Irrigation Water Use Calculations

Area	Area (sq ft)	ET (inches)	Water Use (gallons)
Zone 1	10,000	0.5	100,000
Zone 2	5,000	0.5	50,000
Zone 3	15,000	0.5	150,000
Zone 4	8,000	0.5	80,000
Zone 5	12,000	0.5	120,000
Zone 6	7,000	0.5	70,000
Zone 7	9,000	0.5	90,000
Zone 8	6,000	0.5	60,000
Zone 9	11,000	0.5	110,000
Zone 10	4,000	0.5	40,000
Zone 11	13,000	0.5	130,000
Zone 12	10,000	0.5	100,000
Zone 13	8,000	0.5	80,000
Zone 14	14,000	0.5	140,000
Zone 15	6,000	0.5	60,000
Zone 16	16,000	0.5	160,000
Zone 17	5,000	0.5	50,000
Zone 18	17,000	0.5	170,000
Zone 19	7,000	0.5	70,000
Zone 20	18,000	0.5	180,000
Zone 21	9,000	0.5	90,000
Zone 22	19,000	0.5	190,000
Zone 23	10,000	0.5	100,000
Zone 24	20,000	0.5	200,000
Zone 25	11,000	0.5	110,000
Zone 26	21,000	0.5	210,000
Zone 27	12,000	0.5	120,000
Zone 28	22,000	0.5	220,000
Zone 29	13,000	0.5	130,000
Zone 30	23,000	0.5	230,000
Zone 31	14,000	0.5	140,000
Zone 32	24,000	0.5	240,000
Zone 33	15,000	0.5	150,000
Zone 34	25,000	0.5	250,000
Zone 35	16,000	0.5	160,000
Zone 36	26,000	0.5	260,000
Zone 37	17,000	0.5	170,000
Zone 38	27,000	0.5	270,000
Zone 39	18,000	0.5	180,000
Zone 40	28,000	0.5	280,000
Zone 41	19,000	0.5	190,000
Zone 42	29,000	0.5	290,000
Zone 43	20,000	0.5	200,000
Zone 44	30,000	0.5	300,000
Zone 45	21,000	0.5	210,000
Zone 46	31,000	0.5	310,000
Zone 47	22,000	0.5	220,000
Zone 48	32,000	0.5	320,000
Zone 49	23,000	0.5	230,000
Zone 50	33,000	0.5	330,000

I have complied with the criteria of the City of Santhee Water Efficient Landscape Ordinance, and applied said criteria accordingly for the efficient use of water in the irrigation design plan.

Name: _____ Title: _____
 Signature: _____ Date: _____

Revision	Date	Description
1	03/20/17	Initial Design
2	03/20/17	Revised Design
3	03/20/17	Final Design



8800 Bishop Road, Frisco, TX 75024
Tel: 972-789-3100 Fax: 972-759-3101

Raising Cane's
8867 Cuyamaca
Sanitee, CA 92071
Store # RC282
Prototype 2



Prototype Item Data:
Design Number: 1000000000
Date Issued: 11/13/2014
Revision Number:

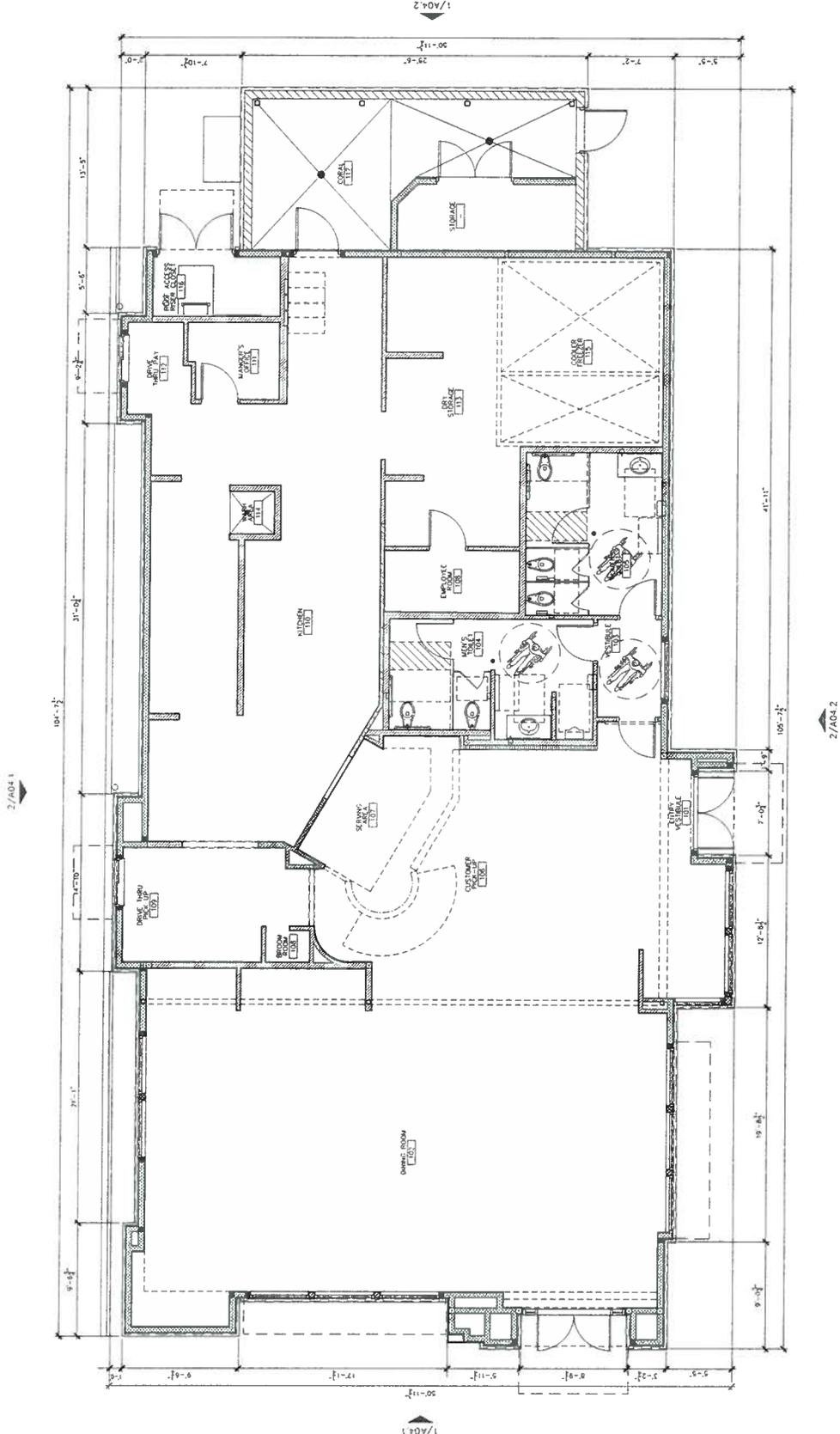
PLANNING SUBMITTAL - REV

#	Date	Description
1	11/13/2014	PLANNING SUBMITTAL
2	11/13/2014	2ND SUBMITTAL REV
3	11/23/2014	3RD SUBMITTAL REV

FLOOR PLAN

Sheet Title	Scale
FLOOR PLAN	1/4" = 1'-0"

A01.1



SEATING CAPACITY	
TYPE OF SEATING	SEATS
2-TOP TABLE	18
2-TOP BOOTH	6
4-TOP BOOTH	24
5-TOP BOOTH	10
BAR SEATING	6
TOTAL INTERIOR SEATING	64
TOTAL EXTERIOR SEATING	20
TOTAL INTERIOR AND EXTERIOR SEATING	84



1 FLOOR PLAN
1/4" = 1'-0"



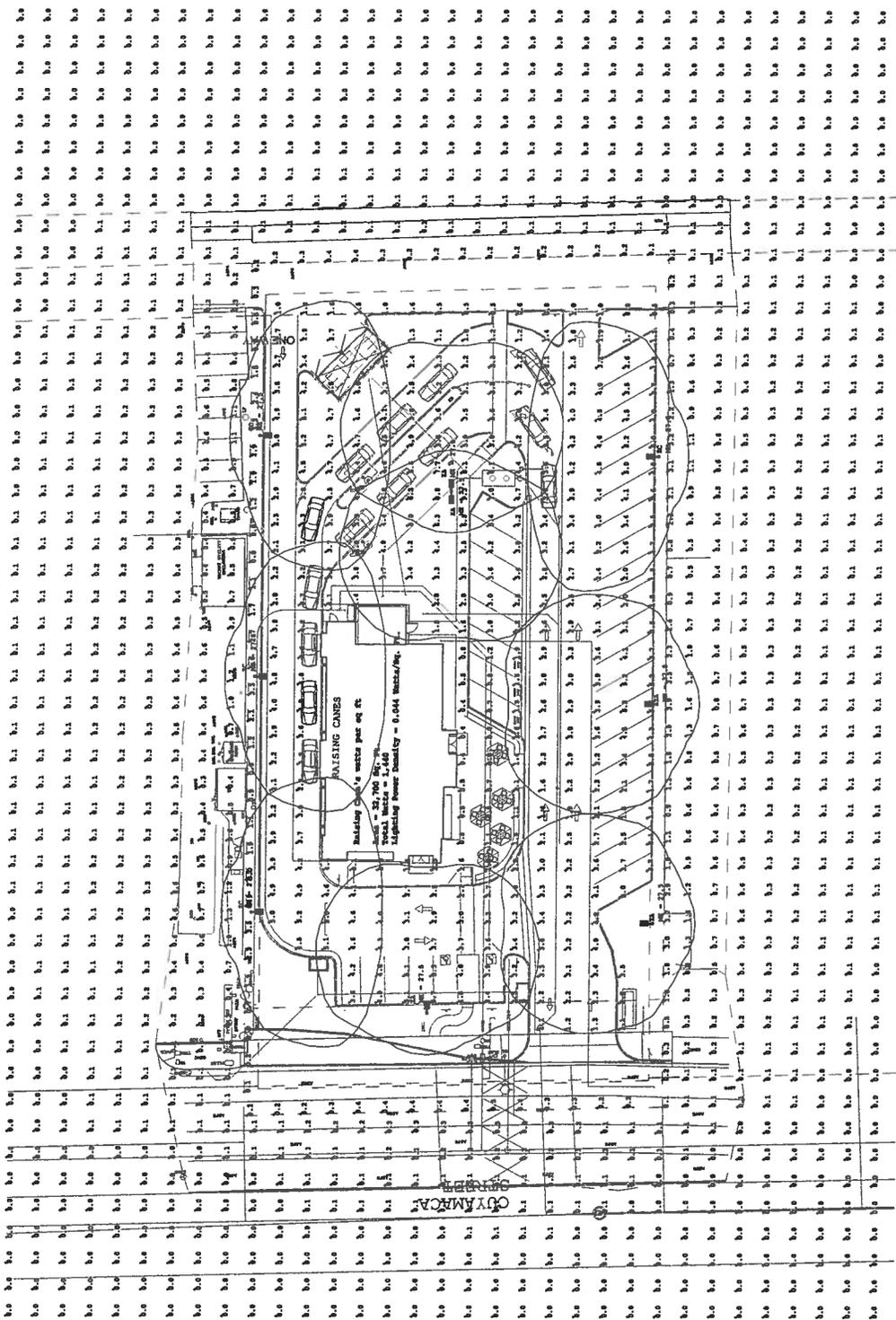
Raising Canes
 8867 Cuyamaca
 San Jose, CA 92071
 Store # RC282
 Prototype 2



FOR REFERENCE ONLY

Project Name:	PLANNING SUBMITTAL - REV
Date Issued:	11/12/2015
Revision Number:	2
Author:	JMO
Checker:	JMO
Designer:	JMO
Project Number:	160

Sheet Title:	ELECTRICAL SITE PHOTOMETRICS
Project Number:	160
Date:	11/12/2015
Author:	JMO
Checker:	JMO
Designer:	JMO



Symbol	Qty	Label	Total Lamp Lumens	LF/F	Description	LF/F	Sum. Watts
⊙	5	ZA	N.A.	0.850	KOXL LED F4 50K R4 MVOLIT	160	160
⊙	4	ZC	N.A.	0.850	KOXL LED F4 50K R3 MVOLIT	160	160

Calculation Summary			
Label	CalcType	Units	Avg
Beyond prop line	Illuminance	Fc	0.09
Parking lot	Illuminance	Fc	3.21
Property line	Illuminance	Fc	1.18
	Avg/Min	Max/Min	
	N.A.	N.A.	
	9.3	23.25	
	0.1	11.60	
	3.9	39.00	

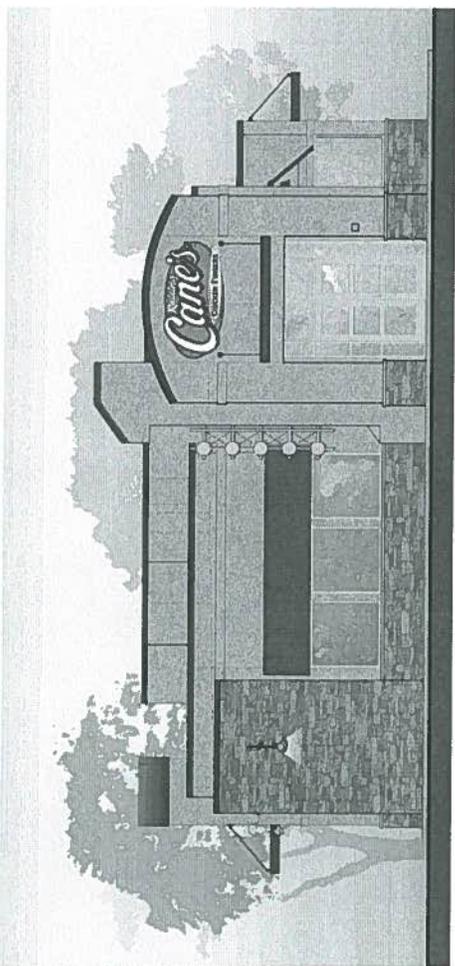


ELECTRICAL SITE PHOTOMETRIC
 1" = 20'

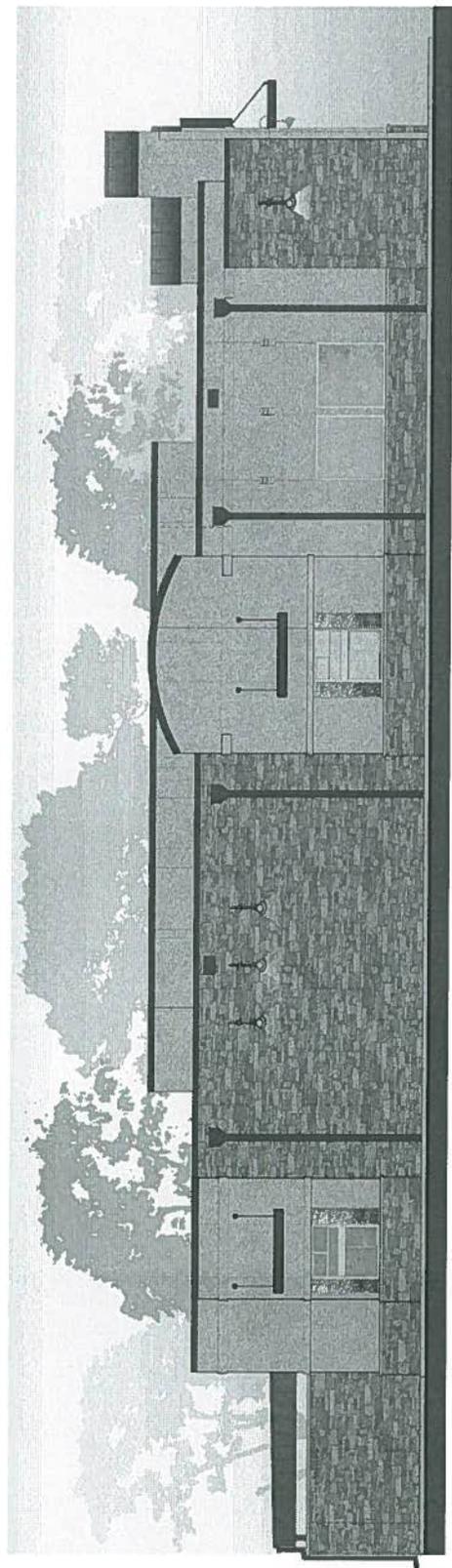
E1.2

DESCRIPTION	AREA (SQ FT)	COVERAGE
STAINLESS STEEL METAL ROOF	532	54%
MATTE BLACK	220	23%
METAL CAP FLASHING	337	35%
MATTE BLACK	979	100%
PINK AN METAL CANOPY	748	80%
MATTE BLACK	880	93%
ROOF SCUPPER AND DOWN SPOUT	1,860	196%
MATTE BLACK	1,860	196%
STAINLESS STEEL COVER PANEL	360	38%
STONE	152	16%
GLAZING (DPW)	152	16%
TOTAL SF	1,319	139%
STONE VENEER	360	38%
MOUNTAIN LODGE DUMMAGE BY ELDONADO STONE	152	16%
STUCCO FINISH	273	29%
CONCRETE (DPW) TWIST FIBER	152	16%
ALUMINUM STONE FINISH	152	16%
CONCRETE (DPW) TWIST FIBER	152	16%
PANTRY TO MATCH	152	16%
DPW TWIST FIBER	152	16%

MATERIALS CALCULATIONS		
WEST ELEVATION		
MATERIAL	AREA (SQ FT)	COVERAGE
STUCCO	532	54%
STONE	220	23%
GLAZING (DPW)	337	35%
TOTAL SF	979	100%
NORTH ELEVATION (CONCRETE)		
MATERIAL	AREA (SQ FT)	COVERAGE
STUCCO	748	80%
STONE	880	93%
GLAZING (DPW)	1,860	196%
TOTAL SF	1,860	196%
EAST ELEVATION		
MATERIAL	AREA (SQ FT)	COVERAGE
STUCCO	360	38%
STONE	152	16%
GLAZING (DPW)	152	16%
TOTAL SF	1,319	139%
SOUTH ELEVATION		
MATERIAL	AREA (SQ FT)	COVERAGE
STUCCO	360	38%
STONE	152	16%
GLAZING (DPW)	152	16%
TOTAL SF	1,319	139%



01 WEST ELEVATION
1/4" = 1'-0"



02 NORTH ELEVATION
1/4" = 1'-0"



8867 CUYAMACA ST.
SANTEE, CA 92071
Prototype 2
Store #282

8867 CUYAMACA ST.
SANTEE, CA 92071
Prototype 2
Store #282



PM DESIGN
ARCHITECTURAL
311 E. 10th Street, Suite 210
San Jose, CA 95114
PH: (408) 432-0011
WWW.PMDSIGNARCHITECT.COM

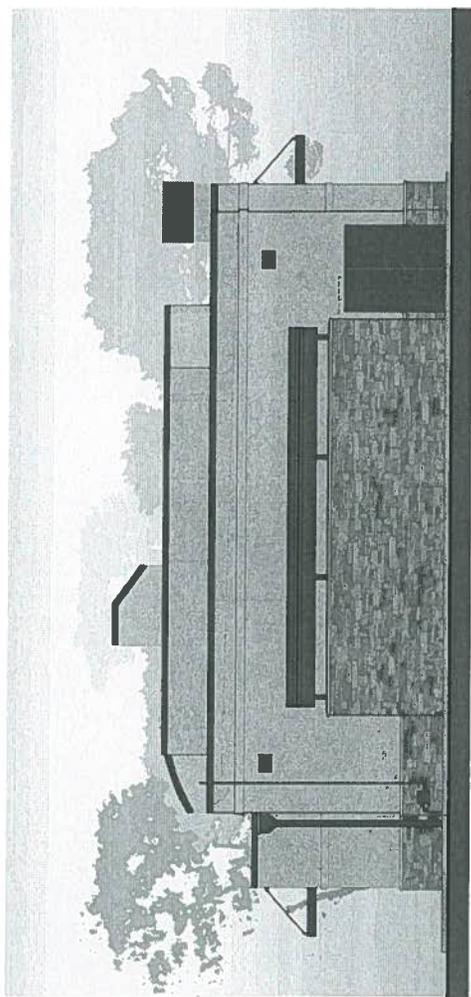
Project Name:	8867 CUYAMACA ST.
Project Number:	1421002.0
Client:	PM
Architect:	PM DESIGN
Designer:	
Scale:	
Date:	

EXTERIOR ELEVATIONS

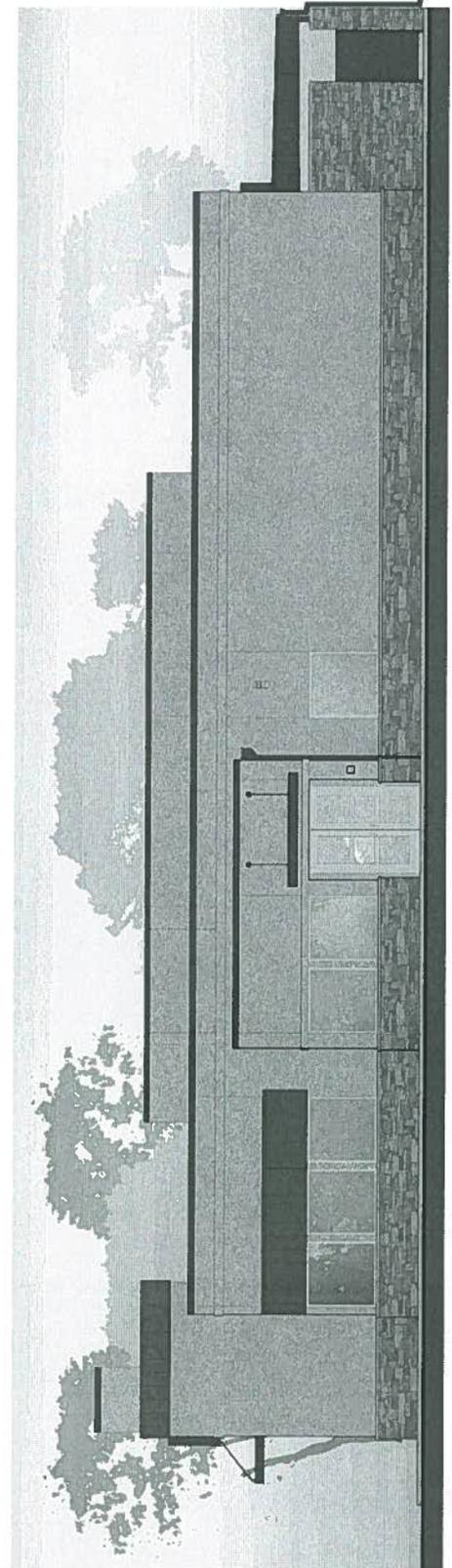
PRA04.1

MATERIALS LEGEND	
DESCRIPTION	
STANDING SEAM METAL ROOF	
WHITE BLACK	
METAL CUP FLASHING	
WHITE BLACK	
PRE-PAN METAL CANOPY	
WHITE BLACK	
ROOF SCUPPER AND DOWN SPOUT	
WHITE BLACK	
STAINLESS STEEL COVER PANEL	
STONE VENEER	
MOUNTAIN LOGSLE DURANGO BY ELDMADO STONE	
STUCCO FINISH	
SPRINKLER HEADS	
ALUMINUM WINDOW/DOOR	
BRONZE/TEAK/PALASIS & HANDEL	
PANTRY TO MATCH	
DRIFT PINEY TRIST KISS	

MATERIALS CALCULATIONS			
MATERIAL	AREA (SQ. FT.)	COVERAGE	
STUCCO	532	54%	
STONE	229	23%	
GLAZING (SQ. FT.)	227	23%	
TOTAL SF	978	100%	
NORTH ELEVATION (CONTS. 2/16)			
MATERIAL	AREA (SQ. FT.)	COVERAGE	
STUCCO	748	60%	
STONE	899	49%	
GLAZING (SQ. FT.)	227	14%	
TOTAL SF	1,874	100%	
EAST ELEVATION			
MATERIAL	AREA (SQ. FT.)	COVERAGE	
STUCCO	653	81%	
GLAZING (SQ. FT.)	152	15%	
TOTAL SF	1,018	100%	
SOUTH ELEVATION			
MATERIAL	AREA (SQ. FT.)	COVERAGE	
STUCCO	273	27%	
GLAZING (SQ. FT.)	132	15%	
TOTAL SF	1,018	100%	



01 | EAST ELEVATION



02 | SOUTH ELEVATION



Restaurant Support Office
 6800 Birch Road, Reno, NV 89521
 TEL: 972-789-3257 FAX: 972-785-3101

Site: 8867 CUYAMACA ST.
 SANTEE, CA 92071
 Prototype 2
 Store #282
 Production # 1000



3000 W. 10th Street
 Suite 100
 San Diego, CA 92104
 Tel: (619) 430-1011
 Fax: (619) 430-1011
 www.pmdesign.com

Project Name:	Design Update Update	
Date:	08/14/2019	
Drawn by:	Quinn Smith	
Checked by:		
Scale:		
Notes:		
Revisions:		
#	Date	Description

Sheet Title:	EXTERIOR ELEVATIONS
Date:	September 7, 2019
Project Number:	19-000002
Client:	RAI
Drawn by:	JM
Checked by:	
Scale:	
Notes:	

Sheet Number: PRA04 2

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR TECHNICAL CONSULTANT SERVICES TO COMPLETE A "SUSTAINABLE SANTEE ACTION PLAN" (CLIMATE ACTION PLAN) AND ENVIRONMENTAL IMPACT REPORT**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY In 2014, Santee began preparing a "Sustainable Santee Action Plan" (Climate Action Plan) to reduce greenhouse gas (GHG) emissions consistent with State regulations. Specifically, by 2020, GHG emissions are to be reduced to 1990 levels (i.e., 15% below 2005 levels by 2020). Many jurisdictions have used 2005 as the baseline year as recommended in the AB 32 Scoping Plan. A series of Executive Orders and Senate and Assembly Bills have refined goals and GHG reduction targets such that:

- By 2030, GHG emissions must be reduced to 40% below 1990 (2005) levels; and
- By 2050, reduce GHG emissions to 80% below 1990 (2005) levels

A "Sustainable Santee Action Plan" ("Plan") would provide a roadmap for achieving these reductions. The City engaged Atkins North America, Inc. ("Atkins") to provide the technical services, and the environmental documentation for the Plan. A Negative Declaration or a Mitigated Negative Declaration was anticipated to fulfill compliance with the California Environmental Quality Act (CEQA). Given the controversial nature of Climate Action Plans and rise in CEQA challenges, staff recommends the preparation of an Environmental Impact Report.

To date most of the technical analyses regarding current and projected GHG emissions, established reduction targets, and drafted / quantified reduction measures have been drafted. Work stopped on the Plan when Atkins' prime consultant moved to LSA Associates Inc. The Atkins contract was terminated. Staff has re-negotiated with LSA to complete the Plan, and the scope of work now includes the preparation of an EIR at a not-to-exceed amount of \$132,885.00.

mm
FINANCIAL STATEMENT The City has expended \$106,883.75 of an allocated \$146,400 of General Fund money for work on a climate action plan. In addition, the City received and expended \$30,592.50 in grant money from SDG&E. The renewed CAP effort with LSA Associates, Inc. would be funded in part by \$93,368.75 of developer funding with the balance being funded by the \$39,516.25 unexpended balance that was previously allocated from the General Fund.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Adopt the attached resolution authorizing the City Manager to enter into a professional services agreement with LSA Associates, Inc. in an amount not to exceed \$132,885.00.

ATTACHMENTS Staff Report Resolution Draft Professional Services Agreement

STAFF REPORT

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR TECHNICAL CONSULTANT SERVICES TO COMPLETE A "SUSTAINABLE SANTEE ACTION PLAN" (CLIMATE ACTION PLAN) AND ENVIRONMENTAL IMPACT REPORT

CITY COUNCIL MEETING OF APRIL 12, 2017

A. GREEN HOUSE GAS EMISSIONS AND CLIMATE CHANGE

Gases that trap heat in the atmosphere are called greenhouse gases (GHG) because they transform the light of the sun into heat, similar to the glass walls of a greenhouse. Human-generated GHG emissions, particularly through the combustion of fossil fuels, are tied to the changes in the global climate.

Climate change is a term used to describe large-scale shifts in historically observed patterns in earth's climate system. Although the climate has historically responded to natural drivers, recent climate change has been linked to increasing concentrations of GHGs in earth's atmosphere which have a number of physical and environmental effects. The effects associated with global climate change include sea level rise, increase in frequency and intensity of droughts, and increased temperature.

B. REGULATORY FRAMEWORK

Beginning with Governor Schwarzenegger's Executive Order in 2005, the State of California has sought to reduce greenhouse gas emissions. These goals have been clarified and extended by a variety of Executive Orders, Senate Bills, and Assembly Bills. This current GHG reduction timeline is:

2020 Reduce GHG emissions to 15% below 1990 levels using 2005 as the baseline as recommended in the AB 32 Scoping Plan.

2030 Reduce GHG emissions to 40% below 1990 (2005) levels.

2050 Reduce GHG emissions to 80% below 1990 (2005) levels.

Of direct impact to Santee is SB 97, which requires a greenhouse gas emissions analysis for projects reviewed under the California Environmental Quality Act (CEQA).

C. CLIMATE ACTION PLANS AND CEQA

SB 97 along with revised CEQA Guidelines now require every project to evaluate 1) whether a project's GHG emissions (directly or indirectly) may have a significant impact on the environment; and 2) whether the project conflicts with an applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions.

The revised CEQA Guidelines (§15183.5) added a provision that allows lead agencies (City of Santee) to analyze and mitigate the significant effects of GHG on a programmatic level to reduce GHG emissions. Later project-specific environmental documents may tier off and/or incorporate by reference that existing programmatic review and rely upon the Environmental Impact Report (EIR) containing a programmatic review of GHG emissions. These agency-wide reviews of GHG emissions and mitigation measures may be included in a stand-alone plan, known as a climate action plan. These climate action plans generally contain the following:

- GHG Inventory
- GHG Projections out to 2020, and 2035
- Measures needed to meet the State mandated GHG emissions reductions
- A description of the impact of climate change on the City
- Adaptation measures to mitigate climate change impacts on the City
- A mechanism to monitor the plan's progress and adjust reduction measures as necessary

Of the 18 regional cities and the County of San Diego, nine have adopted climate action plans. Six other agencies are in varying stages of developing climate action plans. These include La Mesa and Lemon Grove. Santee can now capitalize on lessons learned from earlier climate action plans, benefit from recent State clarification on reduction targets for the year 2030, and incorporate new tools and techniques being developed to model GHG emissions.

D. SANTEE'S CLIMATE ACTION PLAN

In 2014, the City began the process of creating a climate action plan. Staff engaged a consultant, Atkins North America, to help with this project. The City committed \$146,400 toward this task. To date \$106,883.75 was expended by Atkins North America, Inc. in developing a climate action plan. Work completed thus far includes:

- Verification of the previous 2005 GHG Inventory for consistency with current practice
- Creation of a 2013 GHG inventory
- Creation of GHG projections out to the years 2020 and 2035
- Quantification of state-mandated reduction targets
- Identification and quantification of reduction measures
- Identification of possible reduction measures that would be enacted city-wide
- Creation of a list of options from which developers could choose to ensure that their individual project meets GHG emissions anticipated by the plan

The project has been delayed by most notably the requirement that the CAP be evaluated with an EIR. At the time the project was initiated many climate plans were evaluated under CEQA with a Negative Declaration (ND) or Mitigated Negative

Declaration (MND). In 2014, the planned budget anticipated a CEQA review using a ND or MND. Due to the increased scrutiny of climate action plans, an Environmental Impact Report (EIR) is now recommended. There was no funding to support producing an EIR for the climate action plan. Therefore, the City ended its relationship with Atkins North America in June 2016.

The Atkins, project manager, Mr. Michael Hendrix, is now with LSA Associates, Inc. ("LSA"). He is fully conversant with the Santee climate action plan. Staff is seeking authorization to enter into a professional services agreement with LSA Associates, Inc. to complete the climate action plan and an associated EIR. Funding for the LSA services would be partially reimbursed by the Fanita Ranch developer because the project is a substantial portion of planned future development within the City and is currently undergoing environmental review under CEQA.

E. PATH AHEAD

If authorized to proceed, the City Manager would enter into an agreement with LSA Associates, Inc. Staff would return to the City Council shortly thereafter to discuss reduction targets and suggested measures to be employed to achieve state-mandated GHG emission reductions.

Completion of a Santee climate action plan that complies with §15183.5 of the CEQA Guidelines will 1) provide a quantifiable path that will document the State's target for GHG emissions reductions; 2) evaluate GHG emissions in a comprehensive manner; and 3) facilitate development by simplifying the GHG emission analysis for future projects.

The goal would be to bring a climate action plan before the City Council in approximately six months. If approved, the City would then monitor progress towards achieving the State-mandated GHG emissions reduction targets.

F. RECOMMENDATION

Authorize the City Manager to enter into a professional services agreement with LSA Associates, Inc. per the attached resolution.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH LSA ASSOCIATES, INC. FOR TECHNICAL CONSULTANT SERVICES TO
COMPLETE A "SUSTAINABLE SANTEE ACTION PLAN" (CLIMATE ACTION PLAN)
AND ENVIRONMENTAL IMPACT REPORT**

WHEREAS, the Governor's Executive Order S-3-05 in 2005 established greenhouse gas (GHG) emission reduction targets; and

WHEREAS, State Assembly Bill 32 (AB 32) in 2006 required the State to adopt regulations and policies that would limit the GHG emissions in the year 2020 to a level experienced in 1990; and

WHEREAS, in 2008 the City of Santee initiated the Sustainability Project which identified opportunities and prioritized actions to reduce energy use, promote energy efficiencies and water conservation, and become more environmentally responsible; and

WHEREAS, State Senate Bill 97 (SB 97) in 2007 required the State Office of Planning and Research to incorporate GHG reduction into the California Environmental Quality Act (CEQA); and

WHEREAS, subsequent changes to the California Environmental Quality Act (CEQA) Guidelines require lead agencies to analyze whether projects covered by CEQA would generate significant levels of GHG emissions either directly or indirectly; and whether the project conflicts with plans, policies, or regulations adopted for the purpose of reducing the emissions of GHG; and

WHEREAS, the City has no published policies or plans aimed at reducing GHG or determining significance levels for GHG emissions; and

WHEREAS, in February 2014 the City entered into a professional services agreement with Atkins North America, Inc. to develop a climate action plan and a Mitigated Negative Declaration for the City of Santee; and

WHEREAS, work commenced on the project and GHG inventory, GHG estimates for 2020 and 2035, and draft reduction measures were completed; and

WHEREAS, in 2016 staff was advised that an Environmental Impact Report (EIR) is recommended to analyze the climate action plan under CEQA; and

WHEREAS, the City of Santee terminated the contract with Atkins North America, Inc. as the scope of work agreed upon in 2014 did not include an EIR; and

WHEREAS, a total of \$146,400.00 was allocated by the City from the General Fund to develop a climate action plan and a Negative Declaration/Mitigated Negative Declaration: and

Resolution No. _____

WHEREAS, a total of \$106,883.75 has been expended from the General Fund to date, leaving a balance of \$39,516.25; and

WHEREAS, LSA Associates, Inc. is a consulting firm with expertise in Santee climate action planning efforts; and

WHEREAS, LSA Associates, Inc. has provided a quote of \$132,885.00 to complete the climate action and develop an EIR; and

WHEREAS, Home Fed Corporation has agreed to provide \$93,368.75 towards the completion of the climate action plan and an associated EIR; and

WHEREAS, the remaining balance of General Fund monies programmed for the climate action plan in the amount of \$39,516.25 would also be allocated to this effort.

NOW, THEREFORE, BE IT RESOLVED that the City of Santee City Council, authorizes the City Manager to execute a professional services agreement with LSA Associates, Inc. in an amount not to exceed \$132,885.00 for consulting services toward developing a climate action plan.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 12th day of April, 2017, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE
AND
LSA ASSOCIATES, INC.**

This Agreement for Professional Services ("Agreement") is made and entered into this ____ day of _____, _____, by and between the City of Santee ("City"), a charter city organized and operating under the laws of the State of California and LSA Associates, Inc., a Corporation ("Consultant").

RECITALS

- A. City is a charter city and entered into agreement with Atkins Global on February 12, 2014 for the preparation of the City's Climate Action Plan.
- B. Atkins provided the City with a draft Climate Action Plan. Subsequently, the scope of work expanded from the original agreement to include additional tasks related to the plan and preparation of an Environmental Impact Report.
- C. The Atkins staff and Project Manager assigned to the Climate Action Plan moved to LSA Associates, Inc.
- D. The City is in need of professional services to complete the Climate Action Plan and Environmental Impact Report ("the Project") and for continuity, it is in the best interest of the City to have the same staff continue with the preparation of these documents.
- E. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- F. The parties' desire by this Agreement to establish the terms for the City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

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

2. Compensation

- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.

- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$ 132,885.00.
- c. Each month Consultant shall furnish City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.
- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. **Additional Work**

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

4. **Maintenance of Records**

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

5. **Ownership and Use of Work**

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

drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. **Findings Confidential**

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

7. **Conflict of Interest**

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

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

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

9. **Delays in Performance**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

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

10. **Compliance with Law**

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

11. Standard of Care

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

12. Assignment and Subconsultants

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

13. Independent Consultant

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

14. Integration

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

15. Insurance

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability

- (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.
- b. Automobile Liability
- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
 - (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
 - (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.
- c. Workers' Compensation/Employer's Liability
- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
 - (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
 - (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
 - (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California

and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

(i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance

f. Cyber Liability.

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

g. Minimum Policy Limits Required.

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

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)

Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)
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If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

h. Evidence Required.

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

i. Policy Provisions Required.

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

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

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

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

16. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of

nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

17. Confidentiality

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

18. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

19. Termination or Abandonment

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

20. Organization

Consultant shall assign Monique Chen as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and

continuity of Consultant's staff assigned to perform the services required under this Agreement.

21. Notice

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

CITY:
Name: Melanie Kush, AICP
Title: Director Development Services
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1222

CONSULTANT:
Attn: Lynn Calvert-Hayes, AICP
Title: Principal
LSA Associates, Inc.
703 Palomar Airport Road, Suite 260
Carlsbad, CA 92011

22. Third Party Rights

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

23. Severability and Waiver

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

24. Nondiscrimination

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

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

CITY OF SANTEE

CONSULTANT

By: _____
Marlene D. Best, City Manager

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

EXHIBIT 'A' SCOPE OF SERVICES

The following scope of work is structured as an extension to the original Atkins contract. The task numbers in this proposed amendment match the task numbers in the original contract's scope of work and budget.

SCOPE OF WORK

Task 5: Reduction Measures

The City has established reduction targets for the years 2020 and 2035 that are in line with the state's goal and current regulations. As recommended in the AB 32 Scoping Plan, the City has set a goal to reduce forecast emissions 15 percent below 2005 levels. The goal for 2035 is to reduce emissions 49 percent below 2005 levels, which would put the City on a path toward the state's long-term goal to reduce emissions 80 percent below 1990 levels by 2050. In order to achieve these reduction targets, a list of reduction measures were developed and quantified using best available data and best practices.

Reduction Target Analysis: LSA will review and make recommendations on updating the 2035 Reduction Target to better align with recent recommendations from the California Air Resources Board (ARB) concerning CAPs. Specifically, ARB is now recommending an efficiency target of 6 metric tons (MT) carbon dioxide equivalents (CO₂e) per service population (SP) by year 2030 and an efficiency target of 2 MT CO₂e in 2050. This equates to an efficiency target of 5 MT CO₂e per SP in 2035. The service population is the combined number of residents plus employees living or working within the City of Santee. The advantage to the City in using an efficiency target is that it allows population and economic growth without penalizing the City for this growth. LSA will provide an analysis of how the ARB recommended Reduction Targets will impact the City and make a recommendation to the City on the Reduction Targets that best fits the legal requirements, environmental, and economic interests of the City and the community.

CCA Analysis: If the City decides to incorporate a regional CCA into the CAP, LSA will quantify the GHG reduction potential of this measure and add it to the existing list of reduction measures.

Task 7: Climate Action Plan

A draft CAP report has already been provided to the City that incorporates the GHG inventories, forecasted GHG emissions, GHG emission reduction targets, GHG reduction measures, and climate change adaptation strategies. After receiving initial comments from the public, the City is exploring the possibility of including a CCA program into the CAP.

CCA Analysis: If the City decides to incorporate a regional CCA into the CAP, LSA will add language to the report that gives the reader background information on CCAs, identifies potential regional partners, and explains how a CCA program would reduce GHG emissions and help the City achieve its reduction targets.

Task 8: Environmental Report (CEQA)

California Environmental Quality Act (CEQA) requires impacts from GHG emissions to be reviewed for discretionary projects (such as proposed development projects). A qualified GHG reduction plan may be used by future development projects as the basis for GHG analysis in their CEQA documents, resulting in greater certainty for developers and cost-effectiveness for developers and City staff.

Task 8.1: Preparation of an Initial Study/Notice of Preparation

The original contract included the preparation of an Initial Study/Mitigated Negative Declaration (ISMND). Therefore, LSA will utilize the work already performed during the draft ISMND process to complete the Initial Study (IS) as part of the EIR process. LSA staff will evaluate the CAP utilizing each issue area in the CEQA checklist. The City will use the Initial Study to determine possible environmental effects of plan implementation and appropriate mitigation measures to lessen environmental impacts. Per CEQA requirements, the following topics will be addressed:

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

Deliverables: one (1) electronic version of a Draft Initial Study to the City for review and comment.

Task 8.2: Notice of Preparation

A Notice of Preparation (NOP) to prepare an EIR has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments in the public record as to what issues they suggest or require be addressed in the EIR. It is also essential that the City understand the aspirations, concerns, and values of community interest groups from their unique perspectives. The NOP will indicate that an EIR is in preparation, and will request guidance from each agency and members of the general public regarding the scope and content of the environmental information to be included in the EIR. Based on the estimated conclusions from the Initial Study, it is anticipated that the NOP will indicate that the EIR will include a detailed discussion of air quality and greenhouse gas (GHG) emissions.

LSA will prepare a draft NOP using the City's preferred format. The draft NOP will be submitted to the City for review and approval as part of the review of the Initial Study discussed in Task 8.1. Once final, the NOP will be packaged with the Initial Study for distribution. Using the City's distribution list, LSA will identify Responsible Agencies, Trustee Agencies (if any), and other interested parties and members of the public who should receive

the Initial Study/NOP. LSA will distribute/mail the Initial Study/NOP to persons/agencies/organizations on the City's mailing list.

Deliverables: Preparation and submittal of the draft Notice of Preparation and Initial Study in electronic (MS Word) format for the City to review and comment. Preparation of up to fifteen (15) hard copies of the Initial Study and Notice of Preparation documenting the project's potential for producing significant environmental impacts for submittal to the State Clearinghouse in accordance with CEQA procedures. LSA will distribute and mail up to 45 copies of the Notice of Preparation with the Initial Study on CD-ROM, which also includes 15 copies to the State Clearinghouse.

Task 8.3: Public Scoping Meeting

LSA will attend one public scoping meeting. The purpose of this meeting will be to provide the public the opportunity to obtain plan-related information, to express its concerns regarding potential environmental impacts of the proposed project, and to learn about the environmental process. LSA will solicit public input relative to the proposed project, explain the EIR process, and respond to questions related to the preparation and processing of the environmental document for the proposed development.

The City will be required to schedule the time and location of the scoping meeting as well as to secure an appropriate venue for the meeting and Notice the meeting in the newspaper. It is anticipated that the date, place, and time for the scoping meeting will be included in the NOP.

Deliverables: Attendance at one public scoping meeting, presentation of plan-related information, printed speaker cards for the public to fill out if they want to comment during the meeting, minutes of the meeting, public sign-in sheet, and the identification of areas of public concern.

Task 8.4: Administrative Draft EIR

The Administrative Draft EIR will include a thorough assessment of the potential impacts that may result from the implementation of the CAP and will contain the information set forth in Article 9 of the State CEQA Guidelines.

The Administrative Draft EIR will include a summary of the issues cited in the Initial Study that will have no impact, a less than significant impact, or a less than significant impact with mitigation. The EIR will further identify any impact that cannot be reduced to a less than significant level. Implementation of the CAP is not anticipated to result in potentially significant impacts.

The Administrative Draft EIR will incorporate relevant data received during the Public Scoping Meeting as well as address specific areas of concern identified in written responses to the NOP. These work efforts will be compiled into an Administrative Draft EIR, along with analysis of topical issues required by CEQA, executive summary, introduction, and project description.

Administrative Draft EIR #1 will be submitted to the City for review and will be modified based on comments received. Based on incorporation of review comments made on Administrative Draft EIR #1, LSA will prepare an Administrative Draft SEIR #2 for review for the City. The

City will combine its comments into a single document, providing specific and non-contradictory comments.

Deliverables: Prepare and distribute an electronic copy of the Administrative Draft SEIR to the City for each round of review (up to two rounds of review total).

Task 8.5: Draft EIR

A Draft EIR will be prepared and distributed to agencies and the public within three weeks of receiving a complete, specific, and non-contradictory set of comments from the City on the Administrative Draft EIR. LSA will utilize the most recent distribution list compiled and provided by the City. LSA will prepare the Notice of Completion (NOC) to accompany the required copies of the Draft EIR to the State Clearinghouse and will prepare a Notice of Availability (NOA) of the EIR for filing with the San Diego County Clerk. The City will be responsible for adequately satisfying all filing and noticing requirements associated with the NOA in the manner required under CEQA and/or other applicable regulations.

The technical appendices to the Draft EIR will be provided on CD-ROM in Adobe Acrobat Portable Document Format (PDF) along with the hard copies of the Draft EIR.

Deliverables: LSA will prepare and distribute up to 75 electronic copies of the Draft EIR, NOA, and technical appendices, including hard copies of the executive summary and the entire Draft EIR on CD-ROM (including the graphics and technical appendices) in Adobe Acrobat Portable Document Format (PDF). Fifteen (15) of these copies will be submitted along with the NOC to the State Clearinghouse for State Agency review. LSA will provide up to 20 copies (bound) and one unbound, reproducible copy of the Draft EIR to the City. Unless otherwise requested, the twenty hard copies of the Draft EIR will be reproduced single-sided and spiral bound including the appendices. The Draft EIR will be sent via overnight mail to the State Clearinghouse and via certified mail or overnight mail to all other recipients.

Task 8.6: Response to Comments

At the close of the 45-day public review period for the Draft EIR, LSA will coordinate with City staff to review all comments on the Draft EIR that were received, and to discuss potential responses to these comments. LSA will then formulate responses to the comments on the Draft EIR received during the public review period. Once draft responses to comments are completed, they will be submitted to City staff for review and comment. The review comments will be incorporated into the response to comments document, which will be submitted to the City for use in public hearings and submitting to the commenting agencies. As required by State law, it will be necessary to distribute the response to comments directly to each commenting agency 10 days prior to the public hearing to consider approval of the project and certification of the EIR. The response to comments will be included in the Final EIR.

Deliverables: Prepare draft responses to all comments on the Draft EIR that were received during the public review period, submit the City for review and comment, and revise responses to comments based on review comments. Distribute 5 copies of the Response to Draft EIR Comments to the City and additional copies to be sent to the Commenting Agencies.

Task 8.7: Mitigation Monitoring and Reporting Program

Prior to the City Council hearings to consider approval of the project and certification of the EIR, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to assist the City in implementing the mitigation measures contained in the EIR. The MMRP will delineate the procedures for monitoring and complying with each mitigation measure, identify the agency/position responsible for the monitoring and reporting of each measure, and the schedule for implementation.

Deliverables: A Mitigation Monitoring and Reporting Program to be incorporated into the Final SEIR to ensure the implementation of EIR mitigation measures, meeting applicable CEQA and City requirements.

Task 8.8: Administrative Final EIR

LSA will prepare an Administrative Final EIR that includes the Draft EIR, Responses to Comments, and the Mitigation Monitoring and Reporting Program for City review and comment. To facilitate review of the Final EIR, revisions made subsequent to the public review of the document will be depicted utilizing underline/~~strikeout~~ text.

Deliverables: One electronic (MS Word format) copy of the Administrative Final EIR for City review and comment.

Task 8.9: Final EIR

The Administrative Final EIR will be revised per City comments and compiled into a Final EIR prior to public hearings on the CAP and EIR. The Final EIR will include an Executive Summary of the Draft EIR, the Draft EIR (as modified in response to comments received), letters of comments and responses regarding the Draft EIR, and the Mitigation Monitoring and Reporting Program.

Deliverables: Prepare for the City up to 25 copies of the Final EIR. Additionally, the City will be provided one unbound, single-sided reproducible original and one electronic copy.

Should the City elect to transmit the Final EIR electronically, LSA will distribute the appropriate numbers of the Final EIR on CD-ROM in Adobe Acrobat Portable Document Format.

Task 9: Approval Process

The citizens and businesses in the City are integral to the success of the CAP and to overall GHG reduction for the region. Their involvement is essential, considering that several measures depend on the voluntary commitment, creativity, and participation of the community. LSA recommends providing several public workshops and meetings to inform City Council and the public of the value of the Sustainable Santee Plan in addition to the minimum of one City Council meeting to certify the EIR and adopt the Sustainable Santee Plan required by CEQA.

Task 9.1: Internal Project Meetings

LSA will attend up to twelve (12) internal meetings and/or conference calls with the City during the course of the preparation and finalization of the Sustainable Santee Plan and

associated EIR. It is anticipated that the majority of these meetings will be conference calls to discuss the project status.

Task 9.2: Public Forums

As part of the public engagement strategy, LSA will attend and co-lead with City staff in two public forums.

Task 9.3: Public Hearings

LSA will attend up to two City Council meetings related to approval of the proposed CAP and certification of the EIR. As appropriate, LSA will make presentations to the City Council, explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings.

Task 9.4: Project Certification

Upon adoption of the Final EIR, LSA will provide the City with the Notice of Determination (NOD) for submittal to the County Clerk. While LSA will prepare the NOD, it is the responsibility of the City to file the NOD with the County Clerk. It should be noted that failure to file the NOD within five business days of project approval will substantially increase the period in which the project approval may be legally challenged. LSA will complete applicable forms to comply with AB 3158 (California Department of Fish and Game filing fees), if requested, and provide them to the City for filing. It will be the responsibility of the City to pay any applicable Department of Fish and Game filing fees. LSA will provide up to five (5) copies of the certified Final EIR to the City.

Task 10: Screening Tool

LSA will develop screening tables to assist City planner and developers in evaluating a proposed project's consistency with the City's CAP. Screening tables are a menu of options of energy efficiency improvements, renewable energy options, water conservation measures, and other options that provide predictable GHG reductions. Each option within the Screening tables includes point values based upon the GHG reduction that option will provide to a development projects. Developers that choose options from the screening tables totaling 100 points or more will be determined to have provided a fair-share contribution of GHG reductions, and therefore, are considered consistent with the CAP. This determination of consistency can be used in a CEQA climate change analysis of the development, which provides a legally defensible and streamlined CEQA process for the project.

LSA will provide the City with a draft copy of the screening tables to review and test at the City level before finalizing the tool. One-round of City comments resulting from this review will then be incorporated into the final copy of the screening tables.

EXHIBIT 'B'
SCHEDULE OF CHARGES

Upon notice to proceed, Consultant will perform the tasks outlined in Exhibit A for a fixed fee of One Hundred Thirty Two Thousand Eight Hundred Eighty Five Dollars (\$132,885.00) including expenses. The schedule of charges is provided below:

Staff Position	Project Director	Senior Analyst	Analyst	CEQA Analyst	GIS	Word Processing	Total Hours Per Task	Total Fee Per Task
Rate of Pay	\$235*	\$180*	\$115	\$115	\$125	\$105		
Task 5: Reduction Measures	2	4	8				14	\$2,110
Task 7: Sustainable Santee Plan	2	4	8			5	19	\$2,635
Task 8: Draft & Final EIR								
Task 8.1: Initial Study	2	4	8			5	19	\$2,635
Task 8.2: NOP	1		2			1	4	\$570
Task 8.3: Scoping Meeting	4	4	2				10	\$1,995
Task 8.4: Admin Draft EIR	40	60	120	120	20	24	384	\$52,820
Task 8.5: Draft EIR	16	20	40	40	6	8	130	\$17,400
Task 8.6: RTC	12	10	20	20			62	\$9,220
Task 8.7: MMRP	4	10	20	32		4	70	\$9,140
Task 8.8: Admin Final EIR	4	6	8	32	2	8	60	\$7,460
Task 8.9: Final EIR	4	4	8	24	2	4	46	\$3,000
Task 9: Approval Process								
Task 9.1: Project Meetings	9	9					18	\$3,735
Task 9.2: Public Forums	6	6	10				22	\$3,640
Task 9.3: Public Hearings	6	6	10				22	\$3,640
Task 9.4: EIR Certification	2	4		8			14	\$2,110
Task 10: Screening Tool	5	15	60					\$10,775
Hours Per Staff	119	166	324	276	30	60		
Fee Per Staff	\$27,965	\$29,880	\$37,260	\$31,740	\$3,750	\$6,300		
Direct Costs								\$5,500
TOTAL COST								\$132,885

**EXHIBIT 'C'
ACTIVITY SCHEDULE**

LSA will provide the deliverables as shown below:

Task	
Notice to Proceed	Week 1
5. Reduction Measures	Week 3
7. Climate Action Plan	Week 4
8. Draft and Final Environmental Impact Report (EIR)	
8.1 Initial Study	Week 5
8.2: Notice of Preparation (NOP)	Week 5
8.3: Scoping Meeting	Week 8
8.4: Administrative Draft EIR	Week 3 thru Week 12
8.5: Draft EIR (includes public review period)	Week 12 thru Week 23
8.6: Response To Comments (RTC)	Week 18 thru Week 24
8.7: Mitigation Monitoring and Reporting Program (MMRP)	Week 18 thru Week 24
8.8 Administrative Final EIR	Week 20 thru Week 24
8.9: Final EIR	Week 24 thru Week 26
9. Approval Process	
9.1: Internal Project Team Meetings	Throughout Process
9.2: Public Forums	Weeks 4 and 5
9.3: Public Hearings	Week 26
9.4: EIR Certification	Week 26
10. Screening Tool	Week 18 thru Week 24

City of Santee
COUNCIL AGENDA STATEMENT

6B

MEETING DATE April 12, 2017

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR THE CONSTRUCTION OF NEW SPORTS COURTS AT SANTANA HIGH SCHOOL

DIRECTOR/DEPARTMENT Bill Maertz, Community Services *JMM*

SUMMARY The existing asphalt tennis and basketball courts ("Sports Courts") at Santana High School are in disrepair. The Santee American Basketball League ("League"), along with the Grossmont Union High School District ("District") have applied and received \$100,000 in funding from Supervisor Dianne Jacob's Neighborhood Reinvestment Grant for the demolition of the existing Sports Courts and construction of new Sports Courts ("Project").

As the total estimated cost for the Project is \$250,000, the League and District have approached the City requesting the City contribute \$40,000 towards the Project. The League has offered to contribute \$10,000. In addition, the District has pledged \$100,000. The District would manage the Project construction.

As the Sports Courts have been available to the City and the Santee residents for public use via a Joint Use Agreement with the District, City staff believes it is in its best interest to financially assist in the demolition and re-construction of new Sports Courts.

City and District staffs have drafted the attached Memorandum of Understanding (MOU) which stipulates the responsibilities of the District, League and City.

ENVIRONMENTAL REVIEW

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b) (3).

FINANCIAL STATEMENT *JM*

Funding for the Project will come from the General Park Improvements project in the adopted capital improvement program budget \$40,000; Grossmont Union High School District \$100,000; County of San Diego Neighborhood Reinvestment Grant \$100,000; and Santee American Basketball League \$10,000.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *MSB*

1. Approve the Memorandum of Understanding; and
2. Authorize the City Manager to execute the Memorandum of Understanding.

ATTACHMENTS (Listed Below)

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
Improvements to Santana High School Sports Courts

This Memorandum of Understanding (“MOU”) is executed and entered into this _____ day of _____, 2017, by and between the Grossmont Union High School District (“DISTRICT”), City of Santee (“CITY”) and Santee American Basketball League (“LEAGUE”), collectively referred to as the “PARTIES”.

RECITALS

WHEREAS, the DISTRICT and CITY currently share use of and maintenance responsibilities for the Tennis and Basketball courts at Santana High School (“Sports Courts”) under an agreement for cooperative use and maintenance of certain community recreation facilities executed November 1, 2008 (“Joint Use Agreement”); and,

WHEREAS, the DISTRICT and CITY desire to construct or cause to be constructed certain improvements to the Sports Courts covered under the Joint Use Agreement more fully described below and hereinafter referred to as (“The Project”):

- Provide asphalt resurfacing of the existing asphalt Sports Courts including 4 tennis courts, 8 basketball courts (1 court striped for pickle ball) and minor fence repairs at Santana High School. The associated poles, backboards, netting and equipment for each court is included in the Project. The Project scope will be adjusted as needed to complete the work within the available funding.

WHEREAS, League has applied and received funding from Supervisor Dianne Jacob’s Office for The Project;

WHEREAS, the PARTIES wish to ensure that each entity’s roles and responsibilities in reference to The Project are clearly defined;

NOW THEREFORE, the PARTIES do hereby mutually agree as follows:

1. General:
 - a. The foregoing recitals are true and correct;
 - b. The Project will be located at Santana High School 9915 Magnolia Avenue, Santee, CA.
2. Contribution of Funds upon receiving \$100,000 grant from the County of San Diego :
 - a. The LEAGUE will contribute \$10,000 towards construction of the The Project;
 - b. The DISTRICT will contribute \$100,000 towards construction of The Project.
 - c. The CITY will contribute \$40,000 towards construction of the The Project; CITY shall pay DISTRICT within thirty (30) calendar days of receiving notice from DISTRICT of award of a bid to a contractor.
3. Installation of Improvements:
 - a. Once all of the funds have been received by the DISTRICT, DISTRICT shall coordinate with contractors to ensure all work associated with The Project is completed to industry and regulatory standards;
 - b. DISTRICT shall provide personnel for coordination and access as may be reasonably necessary and requested in advance by CITY.

MEMORANDUM OF UNDERSTANDING
Improvements to Santana High School Sports Courts

4. Maintenance of Improvements:

- a. DISTRICT shall maintain The Project as stipulated in the Joint Use Agreement.

5. Notices:

Any and all notices, reimbursements, bills and payments sent or required to be sent to the parties to this Agreement will be mailed to the following addresses:

CITY

Bill Maertz
Director of Community Services
10601 Magnolia Avenue
Santee, CA 92071

DISTRICT

Dena Johnson
Project Manager
1100 Murray Drive
El Cajon, CA. 92020

6. Legal Relations and Responsibilities:

- a. Nothing in the provisions of this MOU is intended to create duties or obligations to, or rights in, third parties to this MOU.

In witness thereof, the PARTIES have caused this MOU to be executed by action of their respective governing bodies or designees and to be effective and operative upon the fixing of the last signature hereto.

Signatures of the PARTIES:

DISTRICT:

CITY:

Dr. Tim Glover, Superintendent
Grossmont Union High School District

Marlene Best, City Manager

Date

Date

LEAGUE:

Approved as to Form:

Frank Gutierrez, President
Santee American Basketball

BEST, BEST, and KRIEGER LLP
Attorney for City of Santee

Date

Date