

**Click on
Blue Text
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material for
that item.**

**City of Santee
Regular Meeting Agenda**

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

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

**April 22, 2015
7:00 PM**

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

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

PRESENTATION: [Santee Recycling Champions](#)

PROCLAMATION: [Arbor Day 2015 and Recognizing the City of Santee as a Tree City USA for 2014](#)

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 on agenda.**
- (B) [Approval of Payment of Demands as presented.](#)**
- (C) [Approval of the expenditure of \\$39,232.28 for March 2015 legal services and related costs, and the appropriation of funds.](#)**
- (D) [Adoption of the Resolution accepting the Carlton Oaks School Sidewalk Access Improvements \(CIP 2013-07\) as complete and directing the City Clerk to file a Notice of Completion.](#)**

- (E) **Rejection of four (4) claims against the City by Carol Chalmers, Bonnie Awes, Brad Barfield and Diana Amsden per Government Code § 913.**

2. PUBLIC HEARINGS:

- (A) **Public Hearing for Rezone R2014-1, Major Revision MJR2014-1, and a Negative Declaration pursuant to the California Environmental Quality Act (AEIS14-09) to establish the MHP (Mobile Home Park) Overlay District and add 16 new mobile home spaces on a 2.27 acre undeveloped parcel on the east side of Railroad Avenue between Mission Gorge Road and Buena Vista Avenue (Applicant: Cameron Brothers Construction Co., L.P.)**

Recommendation:

Per the applicant's request, continue the Public Hearing to May 13, 2015.

- (B) **Public Hearing to review the draft 2015-2019 Consolidated Plan and Program Year 2015 Annual Action Plan, and authorization for the City Manager to submit the grant application for Program Year 2015 Community Development Block Grant funds.**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Approve the 2015-2019 Consolidated Plan and the Program Year 2015 Annual Action Plan; and
3. Authorize the City Manager to submit the CDBG grant application.

- (C) **Public Hearing to review the draft 2015-2019 Assessment of Impediments to Fair Housing Choice, and authorizing execution of the Certificate of Compliance.**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Authorize the City Manager to execute the Certificate of Compliance.

3. ORDINANCES (First Reading): None

4. CITY COUNCIL ITEMS AND REPORTS:

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) Information regarding SONIC Burger’s request for a median opening on Mission Gorge Road.**

Recommendation:
Receive Report.

- (B) Resolution approving termination of the San Diego Pooled Insurance Program Authority (SANDPIPA) Joint Powers Authority and amendments to the Joint Powers Agreement.**

Recommendation:
Approve the Resolution authorizing the San Diego Pooled Insurance Program Authority (SANDPIPA) to terminate and authorizing SANDPIPA member to make the appropriate changes to the Joint Powers Agreement.

- (C) Report on the status of goals developed at the City Council Strategic Planning Workshop.**

Recommendation:
Receive report and provide direction as needed.

7. COMMUNICATION FROM THE PUBLIC:

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

8. CITY MANAGER REPORTS:

9. CDC SUCCESSOR AGENCY: None

10. SANTEE PUBLIC FINANCING AUTHORITY: None

11. CITY ATTORNEY REPORTS:

12. CLOSED SESSION:

- (A) CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Designated Representative: Acting City Manager
Employee organization: Santee Firefighters Association

13. ADJOURNMENT:



Apr	02	SPARC	Conf Room Building 6
Apr	08	City Council Meeting	Council Chamber
Apr	13	Community Oriented Policing Committee	Council Chamber
Apr	22	City Council Meeting	Council Chamber
May	07	SPARC	Conf Room Building 6
May	11	Community Oriented Policing Committee	Council Chamber
May	13	City Council Meeting	Council Chamber
May	27	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 Resolution 61-2003 on <u>April 17, 2015,</u> at <u>4:30 p.m.</u>	
_____ Signature	4/17/15 Date

City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE PRESENTATION: SANTEE RECYCLING CHAMPIONS

DIRECTOR/DEPARTMENT Bill Maertz, Community Services *MM*

SUMMARY

As a partner with the City of Santee, Waste Management is dedicated to promoting recycling throughout the city and remains committed to increasing their public education and outreach as it pertains to commercial recycling and AB 341, the mandatory commercial recycling law. In honor of Earth Month, Waste Management will be implementing its inaugural program to recognize businesses and multi-family complexes for their exemplary efforts in implementing recycling services on their properties. Waste Management will recognize one commercial customer and one multi-family customer each year as "Recycling Champions" for the City of Santee.

GTM Discount General Stores is being recognized as the Commercial Recycling Champion.

GTM has embraced the need to increase recycling on their property. Before implementing recycling on site in late 2014, their property was producing nearly 40 cubic yards of waste per month that was being sent to the landfill. With their new recycling program on site, they now divert over 50% of their material away from the landfills and continue to strive to be a model recycling business in the City of Santee. Their efforts to dramatically increase recycling while keeping their recycling bins clean from non-recyclable materials has made GTM the 2015 Commercial Recycling Champion.

Meadowbrook Mobile Home Estates is being recognized as the Multi-Family Recycling Champion.

Meadowbrook Mobile Home Estates has shown great initiative in promoting and practicing strong recycling habits for its tenants on the property. With 338 units, Meadowbrook produces a high amount of materials each year, and with ten (10) 3-yard recycling bins on site, they give their residents many opportunities to divert recyclable materials away from the landfill. Each new tenant is given proper recycling instruction and made aware of Meadowbrook's desire to remain at the forefront of waste diversion in the City of Santee. Meadowbrook diverts over 1,700 pounds of recyclable material each year, making them our 2015 Multi-Family Recycling Champion.

Elmer Heap, Waste Management Public Sector Manager, will be recognizing GTM and Meadowbrook as Recycling Champions.

ENVIRONMENTAL REVIEW N/A

FINANCIAL STATEMENT *mm* N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *JOD*

Recognize GTM Discount General Stores and Meadowbrook Mobile Home Estates as Recycling Champions.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

PROC

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE PROCLAMATION: DESIGNATING ARBOR DAY 2015
AND RECOGNIZING THE CITY OF SANTEE AS A
TREE CITY USA FOR 2014

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY A National Arbor Day Foundation program, Tree City USA, recognizes U.S. towns and cities that develop comprehensive urban forestry programs.

Tree City USA began as a 1976 Bicentennial project co-sponsored by the National Association of State Foresters and the USDA-Forest Service. The National League of Cities and the U.S. Conference of Mayors are now co-sponsors as well.

To become a Tree City USA, a community must meet four standards: establish a tree board or department, adopt a community tree care ordinance, develop a comprehensive community forestry program, and schedule an Arbor Day observance and proclamation.

Tree City USA designation recognizes the work of elected officials, staff and citizens who plant and care for the community forest.

The National Arbor Day Foundation has named the City of Santee a Tree City USA for 2014. It is the thirteenth year Santee has received this national recognition.

A representative from the California Department of Forestry and Fire Protection will be making tonight's presentation recognizing Santee as a Tree City USA.

FINANCIAL STATEMENT ^{no} N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓

Present Proclamation and receive Tree City USA Flag & Plaque from the California Department of Forestry and Fire Protection.

ATTACHMENTS (Listed Below)

Proclamation

City of Santee, California

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2015 is the 143rd anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

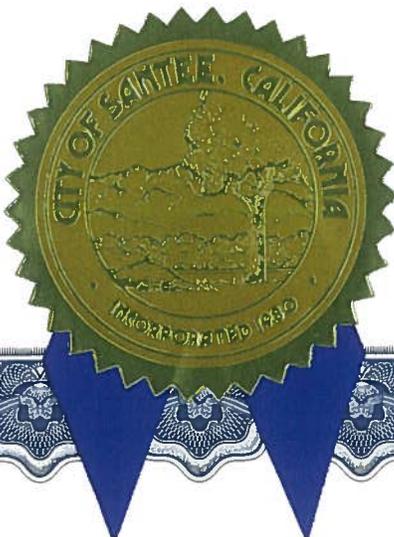
WHEREAS, the City of Santee will be planting 35 trees at the Walker Preserve on May 9th, 2015, as part of the San Diego River Park Festival using community volunteer labor.

NOW, THEREFORE, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim May 9, 2015 as the 143rd anniversary celebration of

ARBOR DAY

in the City of Santee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand this Twenty-second day of April, two thousand fifteen, and have caused the Official Seal of the City of Santee to be affixed.



Mayor Randy Voepel

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Tim K. McDermott/Finance *TM*

SUMMARY

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

FINANCIAL STATEMENT *TM*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *TM*

Approval of the payment of demands as presented.

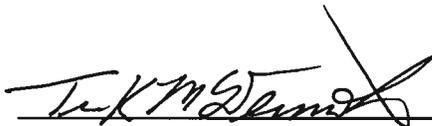
ATTACHMENTS (Listed Below)

- 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>
04/01/15	Accounts Payable	\$ 317,288.25
04/01/15	Accounts Payable	169,529.40
04/01/15	Retiree Medical	5,096.00
04/02/15	Payroll	293,582.52
04/06/15	Accounts Payable	84,111.99
04/06/15	Accounts Payable	23,171.61
04/07/15	Accounts Payable	111,447.06
04/08/15	Accounts Payable	<u>150,052.82</u>
	TOTAL	<u>\$ 1,154,279.65</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

vchlist

04/01/2015 8:25:18AM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108278	4/1/2015	11942 AT&T INC	03252015		PROSPECT AVENUE	10,184.00
					Total :	10,184.00
108279	4/1/2015	10262 AUSTIN, ROY	April-June2015		RETIREE HEALTH INSURANCE	629.40
					Total :	629.40
108280	4/1/2015	10264 BELL, HARRY	April-June2015		RETIREE HEALTH INSURANCE	779.40
					Total :	779.40
108281	4/1/2015	10018 BENCHMARK LANDSCAPE SVCS INC	116575	50918	LANDSCAPE SERVICES	10,594.00
					Total :	10,594.00
108282	4/1/2015	11513 BOND, ELLEN	04012015-263		MEADOWBROOK HARDSHIP PGRM	43.64
					Total :	43.64
108283	4/1/2015	10021 BOUND TREE MEDICAL LLC	81715833	50725	PHARMACEUTICALS	67.34
			81715834	50724	EMS SUPPLIES	967.29
			81715835	50724	EMS SUPPLIES	885.02
			81717366	50725	PHARMACEUTICALS	470.26
			81719896	50724	EMS SUPPLIES	604.78
					Total :	2,994.69
108284	4/1/2015	11169 CALIFORNIA WATERS LLC	10306	50845	FOUNTAIN MAINTENANCE	1,525.00
					Total :	1,525.00
108285	4/1/2015	10299 CARQUEST AUTO PARTS	11102-356160	50727	VEHICLE REPAIR PARTS	16.25
					Total :	16.25
108286	4/1/2015	11402 CARROLL, JUDI	04012015-96		MEADOWBROOK HARDSHIP PGRM	44.02
					Total :	44.02
108287	4/1/2015	10032 CINTAS CORPORATION #694	694810096	50815	UNIFORM/PARTS CLEANER RNTL	59.43
					Total :	59.43
108288	4/1/2015	10033 CITY ELECTRIC SUPPLY COMPANY	STE/026101	50765	ELECTRICAL SUPPLIES	121.68

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108288	4/1/2015	10033 CITY ELECTRIC SUPPLY COMPANY	(Continued)			Total : 121.68
108289	4/1/2015	11409 CLAYTON, SYLVIA	04012015-340		MEADOWBROOK HARDSHIP PGRM	45.77
						Total : 45.77
108290	4/1/2015	11905 COMMERCIAL TRANSPORTATION	1367	50977	NEW HIRE TRAINING	5,572.00
						Total : 5,572.00
108291	4/1/2015	10036 COOPERATIVE PERSONNEL SERVICES	SOP38665		FIREFIGHTER/PARAMEDIC TESTING	1,326.00
						Total : 1,326.00
108292	4/1/2015	10039 COUNTY MOTOR PARTS COMPANY INC	259128	50944	VEHICLE REPAIR PARTS	57.79
			259295	50944	VEHICLE SUPPLIES	79.60
			259603	50944	VEHICLE SUPPLIES	102.54
						Total : 239.93
108293	4/1/2015	10171 COUNTY OF SAN DIEGO AUDITOR &	02/2015 AGENCY REV		02/15 AGENCY PARK CITE REPT	30.00
			02/2015 DMV		02/15 DMV PARK CITE REPT	299.50
			02/2015 PHOENIX REV		02/15 PHOENIX CITE REV REPT	167.50
						Total : 497.00
108294	4/1/2015	10358 COUNTY OF SAN DIEGO	15CTOSAN08		SHERIFF RADIOS	4,845.00
						Total : 4,845.00
108295	4/1/2015	10486 COUNTY OF SAN DIEGO	201501536		RECORDED DOCUMENTS	39.00
			201501610A		MAP COPIES	10.00
			201501610B		MAP COPIES	2.00
						Total : 51.00
108296	4/1/2015	10040 COUNTYWIDE MECHANICAL SYSTEMS	15060006	50851	PLUMBING REPAIRS	390.00
			15060942	50851	PLUMBING REPAIRS	225.00
			15061315	50851	PLUMBING REPAIRS	325.20
			15061317	50851	PLUMBING REPAIRS	185.88
						Total : 1,126.08
108297	4/1/2015	10608 CRISIS HOUSE	02282015	50906	CDBG SUBRECIPIENT REIMBURSEMENT	210.95

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108297	4/1/2015	10608 CRISIS HOUSE				210.95
108298	4/1/2015	10595 CUTTER'S EDGE INDUSTRIES INC	030515-7	50730	EQUIPMENT REPAIR PARTS	13.27
108299	4/1/2015	10200 DELGADO, PEDRO ORSO	3122015		CELL PHONE REIMBURSEMENT	13.27
108300	4/1/2015	10045 DIAMOND ENVIRONMENTAL SERVICES	0000372673	50886	PORTABLE TOILET RENTAL SERVICE	102.49
			0000372674	50886	PORTABLE TOILET RENTAL SERVICE	17.50
108301	4/1/2015	11295 DOKKEN ENGINEERING	28670	50583	ENGINEERING DESIGN SERVICES	118.00
			28672		PROSPECT AVENUE SIDEWALK	135.50
108302	4/1/2015	11934 ELEMENT BUILDERS	15-287		REFUND OF PERMIT FEES	14,406.64
108303	4/1/2015	10057 ESGIL CORPORATION	3/16/15-3/20/15		SHARE OF FEES	800.00
108304	4/1/2015	10251 FEDERAL EXPRESS	2-974-20432		SHIPPING CHARGES	15,206.64
108305	4/1/2015	10009 FIRE ETC	72026		EQUIPMENT REPAIR	319.00
			72180		EQUIPMENT TESTING	10,725.55
108306	4/1/2015	10332 FRAZEE INDUSTRIES INC	6940-0	50773	PAINT SUPPLIES	10,725.55
108307	4/1/2015	10612 HOME OF GUIDING HANDS CORP	14-15-001	50910	CDBG SUBRECIPIENT	18.77
108308	4/1/2015	10272 JENKINS, CARROLL	April-June2015		RETIREE HEALTH INSURANCE	850.00
						194.40
						1,044.40
						190.65
						190.65
						17,020.00
						17,020.00
						2,299.50

Voucher List
CITY OF SANTEE

Bank code : ubgen													
Voucher	Date	Vendor	Invoice	PO #	Description	Amount							
108308	4/1/2015	10272 JENKINS, CARROLL											
108309	4/1/2015	10151 KONICA MINOLTA BUSINESS	9001220033	50739	COPIES 2/3-3/2, 2015	2,299.50	Total :						
108310	4/1/2015	10079 MEDICO PROFESSIONAL	1580781 1580782	50869 50869	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	35.43	Total :						
108311	4/1/2015	10527 MOYNEUR, KYLE	03172015		MILEAGE REIMBURSEMENT	35.43	Total :						
108312	4/1/2015	11693 ND ELECTRICAL CONSTRUCTION INC	12226		RETENTION RELEASE	22.47	Total :						
108313	4/1/2015	11442 PATTERSON, LUANNE	04012015-225		MEADOWBROOK HARDSHIP PGRM	13.93	Total :						
108314	4/1/2015	10241 JAN SHERAR	03262015		PETTY CASH REIMBURSEMENT	36.40	Total :						
108315	4/1/2015	10161 PRIZM JANITORIAL SERVICES INC	9302	50867	CUSTODIAL SERVICES	77.52	Total :						
108316	4/1/2015	10150 PROBUILD	04-76959	50826	BUILDING MATERIALS	6,807.70	Total :						
108317	4/1/2015	10095 RASA	4826	50861	MAP CHECK	6,807.70	Total :						
108318	4/1/2015	11883 SAMMAK, POUNEH	2015-02	50978	RECRUITMENT SERVICES	420.00	Total :						
108319	4/1/2015	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8 2237 358 004 2 3422 380 562 8 4394 020 550 9		STREET LIGHTS TRAFFIC SIGNAL GAS TAX LMD	2,700.00	Total :						
						32,057.02							
						5,116.68							
						103.32							
						4,364.45							

Voucher List
CITY OF SANTEE

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Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108319	4/1/2015	10407 SAN DIEGO GAS & ELECTRIC	(Continued) 7990 068 577 7 8509 742 169 4		PARKS CITY HALL GROUP BILL	14,422.62 5,913.42 Total : 61,977.51
108320	4/1/2015	11463 SANKS, ESTHER	04012015-66		MEADOWBROOK HARDSHIP PGRM	44.35 Total : 44.35
108321	4/1/2015	10768 SANTEE SCHOOL DISTRICT	7193 7194 7195	50843 50893	CHET HARRITT FIELDS LIGHTS SHARED WATER/SEWER COST IRRIGATION/MOWING RIO SECO	1,743.75 113.37 251.36 Total : 2,108.48
108322	4/1/2015	11638 SAVMART PHARMACEUTICAL	588854	50856	PHARMACEUTICALS	43.50 Total : 43.50
108323	4/1/2015	10939 SD COUNTY CITY CLERKS ASSOC	03242015		2015 ANNUAL MEMBERSHIP DUES	30.00 Total : 30.00
108324	4/1/2015	11951 SHERAR, JAN	03312015		EMPLOYEE REIMBURSEMENT	150.00 Total : 150.00
108325	4/1/2015	10487 SIEMENS INDUSTRY INC	5610008556 5620006490	50889 50889	TRAFFIC SIGNAL MAINTENANCE TRAFFIC SIGNAL CALL OUTS	2,679.00 2,161.83 Total : 4,840.83
108326	4/1/2015	10282 SNELSON, MARY	April-June2015		RETIREE HEALTH INSURANCE	551.70 Total : 551.70
108327	4/1/2015	10314 SOUTH COAST EMERGENCY VEHICLE	474927	50782	VEHICLE REPAIR PARTS	121.44 Total : 121.44
108328	4/1/2015	11403 ST. JOHN, LYNNE	04012015-78		MEADOWBROOK HARDSHIP PGRM	43.84 Total : 43.84
108329	4/1/2015	10217 STAPLES ADVANTAGE	3259312593 3259312595	50798 50703	OFFICE SUPPLIES OFFICE SUPPLIES	7.56 149.64

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108329	4/1/2015	10217 STAPLES ADVANTAGE	(Continued)			
			3259388556	50798	OFFICE SUPPLIES	220.59
			3259388561	50784	OFFICE SUPPLIES	153.58
					Total :	531.37
108330	4/1/2015	10027 STATE OF CALIFORNIA	086371		FINGERPRINTING SERVICES	192.00
					Total :	192.00
108331	4/1/2015	10119 STEVEN SMITH LANDSCAPE INC	29621	50883	LANDSCAPE SERVICES	133.94
			29691	50883	LANDSCAPE SERVICES	2,500.00
			29699	50883	LANDSCAPE SERVICES	32,209.00
			29780	50883	LANDSCAPE SERVICES	251.00
			29782	50883	LANDSCAPE SERVICES	175.00
			29794	50883	LANDSCAPE SERVICES	750.00
					Total :	36,018.94
108332	4/1/2015	10158 THE SOCO GROUP INC	CL35295	50927	FLEET CARD FUELING	1,473.45
					Total :	1,473.45
108333	4/1/2015	10479 TIRE CENTERS LLC	8720156940	50801	TIRES FOR MEDIC UNIT	802.11
					Total :	802.11
108334	4/1/2015	11194 USAFACT INC	2408463-IN		BACKGROUND CHECK	164.58
					Total :	164.58
108335	4/1/2015	10642 USPS-HASLER	02232015		POSTAGE REIMBURSEMENT	1,106.55
					Total :	1,106.55
108336	4/1/2015	10475 VERIZON WIRELESS	9742065207		CELL PHONE SERVICE	865.03
					Total :	865.03
108337	4/1/2015	10136 WEST COAST ARBORISTS INC	103763	50834	TREE MAINTENANCE SERVICES	3,130.00
			103764	50834	TREE MAINTENANCE SERVICES	3,485.00
					Total :	6,615.00
108338	4/1/2015	11075 WHILLOCK CONTRACTING INC	1364-2	50960	CITYWIDE CMP REPLACEMENT PROGRAM	101,885.43
			1364-2R		RETENTION	-5,094.27

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108338	4/1/2015	11075 WHILLOCK CONTRACTING INC	(Continued)			
108339	4/1/2015	10331 HDS WHITE CAP CONST SUPPLY	10003121775A 10003121775B	50706	WORK WEAR FIELD SUPPLIES	113.34 63.31
108340	4/1/2015	10318 ZOLL MEDICAL CORPORATION	2218427 2218649	50802 50802	EMS SUPPLIES EMS SUPPLIES	699.19 133.65
108341	4/1/2015	11042 ZW USA INC	69133		DOG WASTE BAGS	753.84
Total :						96,791.16
Total :						176.65
Total :						832.84
Total :						753.84
Bank total :						317,288.25
Total vouchers :						317,288.25

64 Vouchers for bank code : ubgen

64 Vouchers in this report

Prepared by: 
Date: 04/01/2015

Approved by: 
Date: 4-1-15

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108342	4/1/2015	10208 ANTHEM BLUE CROSS	000495459B		EMPLOYEE ASSISTANCE PROGRAM	255.30
					Total :	255.30
108343	4/1/2015	10350 ASSURANT EMPLOYEE BENEFITS	April 2015		DENTAL INSURANCE	7,615.87
					Total :	7,615.87
108344	4/1/2015	10844 FRANCHISE TAX BOARD	PPE 03/25/15 PPE 03/25/15AK		WITHHOLDING ORDER WITHHOLDING ORDER	110.00 477.46
					Total :	587.46
108345	4/1/2015	10779 NATIONAL BENEFIT SERVICES LLC	PPE 03/25/15		FLEXIBLE SPENDING ACCOUNT	2,108.21
					Total :	2,108.21
108346	4/1/2015	10353 PERS	03 15 4		RETIREMENT PAYMENT	117,348.29
					Total :	117,348.29
108347	4/1/2015	10785 RELIANCE STANDARD LIFE	April 2015		VOLUNTARY LIFE INSURANCE	1,513.75
					Total :	1,513.75
108348	4/1/2015	10424 SANTEE FIREFIGHTERS	PPE 03/25/15		DENTAL/DUES/PEC/BC EXPENSES	4,862.49
					Total :	4,862.49
108349	4/1/2015	10001 US BANK	PPE 03/25/15		PARS RETIREMENT	689.74
					Total :	689.74
108350	4/1/2015	10959 VANTAGE TRANSFER AGENT/457	ICMA PPE 03/25/15		ICMA - 457	27,333.92
					Total :	27,333.92
108351	4/1/2015	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 03/25/15		RETIREE HEALTH SAVINGS ACCOUNT	7,214.37
					Total :	7,214.37
					Bank total :	169,529.40
					Total vouchers :	169,529.40

10 Vouchers for bank code : ubgen

10 Vouchers in this report

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
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Prepared by: 
Date: 04/01/15
Approved by: 
Date: 4-1-15

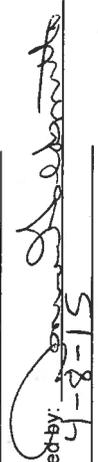
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
63008	4/6/2015	10955 DEPARTMENT OF THE TREASURY	PPE 03/25/15		FEDERAL WITHHOLDING TAX	65,228.96
					Total :	65,228.96
63075	4/6/2015	10956 FRANCHISE TAX BOARD	PPE 03/25/15		CA STATE TAX WITHHELD	18,883.03
					Total :	18,883.03
					Bank total :	84,111.99
					Total vouchers :	84,111.99

2 Vouchers for bank code : ubgen

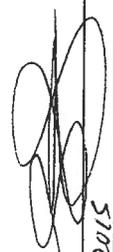
2 Vouchers in this report

Prepared by: 
Date: 04/08/2015

Approved by: 
Date: 4-8-15

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
473	4/6/2015	10482 TRISTAR RISK MANAGEMENT	95810		WORKERS' COMPENSATION	23,171.61
1 Vouchers for bank code : ubqen						Total :
1 Vouchers in this report						Bank total :
						23,171.61
						Total vouchers :
						23,171.61

Prepared by: 
Date: 04/13/2015

Approved by: 
Date: 4-13-15

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108352	4/7/2015	10010 ALLIANT INSURANCE SERVICES INC	01/01/15-03/31/15		1ST QTR EVENT INSURANCE	758.00
					Total :	758.00
108353	4/7/2015	11493 ATKINS NORTH AMERICA INC	1809031	50635	CLIMATE ACTION PLAN	2,362.50
					Total :	2,362.50
108354	4/7/2015	10017 BAY CITY ELECTRIC WORKS	W138951	50840	STATIONERY GENERATOR MAINTENANCE	182.02
			W138952	50840	STATIONERY GENERATOR MAINTENANCE	182.02
			W138956	50840	STATIONERY GENERATOR MAINTENANCE	182.02
			W139013	50840	STATIONERY GENERATOR MAINTENANCE	7,842.37
			W139016	50840	STATIONERY GENERATOR MAINTENANCE	915.17
					Total :	9,303.60
108355	4/7/2015	11866 BLUE PACIFIC ENGINEERING &	2	50959	MAGNOLIA AVE & PALM GLEN DR MEDIAN	28,756.50
			2R		RETENTION	-1,437.82
					Total :	27,318.68
108356	4/7/2015	10021 BOUND TREE MEDICAL LLC	81722386	50725	PHARMACEUTICALS	223.00
			81723962	50724	EMS SUPPLIES	1,006.27
			81723963	50725	PHARMACEUTICALS	132.56
			81723964	50724	EMS SUPPLIES	9.72
			81725505	50724	EMS SUPPLIES	219.93
					Total :	1,591.48
108357	4/7/2015	10024 BUSINESS PRINTING COMPANY INC	118330		BUILDING NOTICES	320.76
					Total :	320.76
108358	4/7/2015	10668 CALIFORNIA BUILDING STANDARDS	JAN - MAR 2015		SB 1473 JAN - MAR 2015	252.00
					Total :	252.00
108359	4/7/2015	10032 CINTAS CORPORATION #694	694812541	50815	UNIFORM/PARTS CLEANER RNTL	59.43
					Total :	59.43
108360	4/7/2015	10035 COMPETITIVE METALS INC	174832	50767	VANDALISM REPAIRS	82.12
			178709	50767	PARK RESTROOM REPAIRS	61.52

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108360	4/7/2015	10035 10035 COMPETITIVE METALS INC	(Continued)			Total : 143.64
108361	4/7/2015	10039 COUNTY MOTOR PARTS COMPANY INC	260470	50944	VEHICLE SUPPLIES	160.80
			810805	50944	EQUIPMENT REPAIR PART	21.59
						Total : 182.39
108362	4/7/2015	10358 COUNTY OF SAN DIEGO	15CTOSASN08	50729	800 MHZ ACCESS (FIRE/PS)	1,272.00
						Total : 1,272.00
108363	4/7/2015	10333 COX COMMUNICATIONS	038997401		10601 N MAGNOLIA AVE	102.79
						Total : 102.79
108364	4/7/2015	10433 DEPARTMENT OF CONSERVATION	JAN - MAR 2015		SMIP JAN - MAR 2015	700.18
						Total : 700.18
108365	4/7/2015	11208 DION & SONS INC	E13088	50816	MOTOR OIL & FLUIDS	143.21
						Total : 143.21
108366	4/7/2015	11017 DIVISION OF THE STATE	JAN-MAR 2015		SB 1186 JAN-MAR 2015	295.50
						Total : 295.50
108367	4/7/2015	11889 DONNOE & ASSOCIATES INC	5410		AUTOMOTIVE MECHANIC STOCK EXAM	515.00
						Total : 515.00
108368	4/7/2015	10250 EAST COUNTY CALIFORNIAN	00031673		INVITATION TO BID	217.00
						Total : 217.00
108369	4/7/2015	10053 EL CAJON PLUMBING & HEATING	276643	50770	PLUMBING SUPPLIES	217.22
						Total : 217.22
108370	4/7/2015	10057 ESGIL CORPORATION	3/23/15-3/27/15		SHARE OF FEES	11,076.95
						Total : 11,076.95
108371	4/7/2015	11835 FASTAIRE HAND DRYLER INC	HD2964	50952	HEX ADAPTER AND SPRINGS	10.40
						Total : 10.40
108372	4/7/2015	10009 FIRE ETC	72429	50737	FIRE EQUIPMENT PARTS	59.84
						Total : 59.84

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108372	4/7/2015	10009 FIRE ETC				59.84
108373	4/7/2015	11911 GALLS LLC	003230252		COUNCIL MEMBER BADGE	128.80
					Total :	128.80
108374	4/7/2015	10065 GLOBAL POWER GROUP INC	38206	50887	ELECTRICAL REPAIRS	140.00
			38207	50887	ELECTRICAL REPAIRS	350.00
			38208	50887	ELECTRICAL INSTALLATION	1,768.24
					Total :	2,258.24
108375	4/7/2015	10490 HARRIS & ASSOCIATES INC	27591	50122	BUENA VISTA & RAILROAD IMPROVEMENTS	20,203.00
108376	4/7/2015	11956 HOLLOWAY, DANA	13-934		REFUND OF PERMIT FEES	870.73
108377	4/7/2015	10256 HOME DEPOT CREDIT SERVICES	2150788	50818	STATION SUPPLIES	24.62
108378	4/7/2015	10301 HORSMAN AUTOMOTIVE	387434	50746	VEHICLE SERVICE	66.99
108379	4/7/2015	11724 ICF JONES & STOKES INC	0106191	50991	MSCP SUBAREA PLAN & EIR/EIS	66.99
					Total :	8,552.50
108380	4/7/2015	10151 KONICA MINOLTA BUSINESS	9001243834	50708	COPIER MAINT & USAGE	132.20
108381	4/7/2015	10079 MEDICO PROFESSIONAL	1584177	50869	MEDICAL LINEN SERVICE	22.47
			1584178	50869	MEDICAL LINEN SERVICE	13.93
					Total :	36.40
108382	4/7/2015	10238 MILLER, STEVE	03302015		EMPLOYEE REIMBURSEMENT	79.00
108383	4/7/2015	10507 MITEL LEASING	1296971		MONTHLY RENTAL 124690	146.90
			1297555		MONTHLY RENTAL 122670	878.90
					Total :	79.00

(Continued)

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108383	4/7/2015	10507 MITEL LEASING	(Continued) 1297804 1297844		MONTHLY RENTAL 130737 MONTHLY RENTAL 131413	74.85 65.33 Total : 1,165.98
108384	4/7/2015	10218 OFFICE DEPOT	759866544001A 759866544001B 759866734001	50710 50710	OFFICE SUPPLIES OFFICE SUPPLIES PRINTING SERVICES	65.82 63.40 37.91 Total : 167.13
108385	4/7/2015	10308 O'REILLY AUTO PARTS	2968-395414	50752	VEHICLE REPAIR PARTS	62.66 Total : 62.66
108386	4/7/2015	11919 ROTTENBERG, MICHAEL R	04062015		DENTAL REIMBURSEMENT	166.66 Total : 166.66
108387	4/7/2015	10936 SAFECHECKS	0525745		AP LASER CHECK STOCK	774.85 Total : 774.85
108388	4/7/2015	11940 SCHREIBER, JOSH	1150314104		SUMMER CONCERT SERIES	925.00 Total : 925.00
108389	4/7/2015	10314 SOUTH COAST EMERGENCY VEHICLE	475035	50782	PIERCE FIRE APPARATUS PARTS	123.21 Total : 123.21
108390	4/7/2015	11056 STANDARD ELECTRONICS	21628	50758	SECURITY SYSTEM KEYPAD	410.13 Total : 410.13
108391	4/7/2015	10217 STAPLES ADVANTAGE	3259388558 3259388560 3260069341 3260069343	50741 50741 50798 50741	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	-28.79 312.03 16.20 299.03 Total : 598.47
108392	4/7/2015	10126 THE LIGHTHOUSE INC	0129996	50756	VEHICLE REPAIR PARTS	25.49 Total : 25.49

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108393	4/7/2015	10158 THE SOCO GROUP INC	CL35602	50927	FLEET CARD FUELING	1,988.39
						Total :
						1,988.39
108394	4/7/2015	10520 TRAFFIC SAFETY MATERIALS INC	4582	50830	TRAFFIC SUPPLIES	403.38
						Total :
						403.38
108395	4/7/2015	10555 UNITIS INC	100781	50858	YARD MATERIALS	99.07
						Total :
						99.07
108396	4/7/2015	10715 VERONICA TAM & ASSOCIATES INC	2005	50976	FAIR HOUSING ANALYSIS	280.21
						Total :
						280.21
108397	4/7/2015	10211 VISION INTERNET PROVIDERS	29749	50712	WEB HOSTING	200.00
						Total :
						200.00
108398	4/7/2015	10136 WEST COAST ARBORISTS INC	104025	50834	TREE MAINTENANCE SERVICES	5,066.00
			104026	50834	TREE MAINTENANCE SERVICES	3,330.00
			104028	50834	TREE MAINTENANCE SERVICES	5,455.00
						Total :
						13,851.00
108399	4/7/2015	11447 WHITE TIGER MARTIAL ARTS	002		INSTRUCTOR PAYMENT	409.50
						Total :
						409.50
108400	4/7/2015	10139 ZAP MANUFACTURING INC	43603	50839	STREET SIGNS	540.88
						Total :
						540.88
						Bank total :
						111,447.06
						Total vouchers :
						111,447.06

49 Vouchers for bank code : ubgen

49 Vouchers in this report

Prepared by: 
 Date: 04/07/2015
 Approved by: 
 Date: 4-7-15

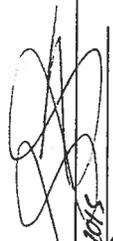
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108401	4/8/2015	10334 CHLIC	April 2015		HEALTH INSURANCE	150,052.82

Total : 150,052.82
Bank total : 150,052.82
Total vouchers : 150,052.82

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Prepared by: 
Date: 04/08/2015
Approved by: 
Date: 4-8-15

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$39,232.28 FOR MARCH 2015
LEGAL SERVICES AND RELATED COSTS, AND THE
APPROPRIATION OF FUNDS

DIRECTOR/DEPARTMENT

Tim K. McDermott, Finance *tm*

SUMMARY

Legal service billings proposed for payment for the month of March 2015 total \$39,232.28 as follows:

- 1) General Retainer Services - \$13,094.22
- 2) Labor & Employment - \$10,892.83
- 3) Litigation & Claims-General Fund - \$3,816.70
- 4) Special Projects-General Fund (primarily Community Oriented Policing) - \$5,928.78
- 5) MHFP Commission - \$41.40
- 6) Bond Proceeds (Prospect Ave. Enhancements) - \$1,024.85
- 7) Applicant Initiated Projects - \$4,433.50

FINANCIAL STATEMENT *tm*

Adopted Budget	\$ 308,000.00	
Revised Budget	\$ 404,668.58	
Prior Expenditures	(404,668.58)	
Current Request	(33,732.53)	\$ (33,732.53)
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 5,000.00	
Revised Budget	\$ 121,835.27	
Prior Expenditures	(118,096.62)	
Current Request	(1,066.25)	\$ 2,672.40

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *tm*

Approve the expenditure of \$39,232.28 for March 2015 legal services and related costs, and appropriate \$33,732.53 from the General Fund reserve.

ATTACHMENT (Listed Below)

Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY
FY 2014-15

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Mo/Yr	Current Request Amount
General Fund:						
General / Retainer	\$ 162,000.00	\$ 162,000.00	\$ 106,558.20	\$ 55,441.80	Mar-15	\$ 13,094.22
Labor & Employment	20,000.00	116,668.58	176,325.15	(59,656.57)	Mar-15	10,892.83
Litigation & Claims	50,000.00	50,000.00	54,314.75	(4,314.75)	Mar-15	3,816.70
Special Projects	76,000.00	76,000.00	67,470.48	8,529.52	Mar-15	5,928.78
Total	\$ 308,000.00	\$ 404,668.58	\$ 404,668.58	\$ -		\$ 33,732.53
Other City Funds:						
Litigation & Claims	\$ -	\$ 2,787.60	\$ 2,787.60	\$ -		\$ -
Special Projects	-	211.50	211.50	-		-
MHFP Commission	5,000.00	5,000.00	2,286.20	2,713.80	Mar-15	41.40
Total	\$ 5,000.00	\$ 7,999.10	\$ 5,285.30	\$ 2,713.80		\$ 41.40
CDC Successor Agency:						
Riverview Public Improvements	\$ -	\$ 17,849.37	\$ 17,849.37	\$ -		\$ -
Bond Proceeds:						
Prospect Avenue Project	\$ -	\$ 95,986.80	\$ 94,961.95	\$ 1,024.85	Mar-15	\$ 1,024.85

LEGAL SERVICES BILLING SUMMARY
FY 2014-15

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Mo/Yr	Current Request Amount
Applicant-initiated (paid from developer/applicant deposits)						
Lantern Crest	n/a	n/a	\$ 1,625.50	n/a		\$ -
Castlerock	n/a	n/a	3,726.70	n/a	Mar-15	737.50
El Nopal Estates II	n/a	n/a	2,837.27	n/a		-
Wal-Mart	n/a	n/a	1,897.50	n/a		-
Conejo	n/a	n/a	291.50	n/a		-
Fanita (HomeFed)	n/a	n/a	10,106.50	n/a	Mar-15	944.00
Toyota Freeway Sign	n/a	n/a	413.00	n/a		-
San Diego Christian College	n/a	n/a	9,603.50	n/a		-
Halberns Wireless Facility	n/a	n/a	16,962.35	n/a		-
Cameron Mobile Estates	n/a	n/a	5,958.73	n/a		-
Santee 50	n/a	n/a	8,998.50	n/a		-
Helix Environmental	n/a	n/a	8,743.01	n/a		-
PDMWD Wireless Facility	n/a	n/a	413.00	n/a	Mar-15	221.00
East County Estates	n/a	n/a	-	n/a	Mar-15	53.00
Cameron Commercial Center	n/a	n/a	-	n/a	Mar-15	2,478.00
Total			\$ 71,577.06			\$ 4,433.50

Total Previously Spent to Date		Total Proposed for Payment	
FY 2014-15			
General Fund	\$ 404,668.58	General Fund	\$ 33,732.53
Other City Funds	5,285.30	Other City Funds	41.40
CDC Successor Agency	17,849.37	CDC Successor Agency	-
Bond Proceeds	94,961.95	Bond Proceeds	1,024.85
Applicant Deposits	71,577.06	Applicant Deposits	4,433.50
Total	\$ 594,342.26	Total	\$ 39,232.28

City of Santee
COUNCIL AGENDA STATEMENT

1D

MEETING DATE

April 22, 2015

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION ACCEPTING THE CARLTON OAKS SCHOOL
SIDEWALK ACCESS IMPROVEMENTS (CIP 2013-07) AS COMPLETE**

DIRECTOR/DEPARTMENT

Melanie Kush, Development Services



SUMMARY This item requests City Council accept the Carlton Oaks School Sidewalk Access Improvements (CIP 2013-07) as complete. This project is a Safe Routes to School (SR2s) Grant Project which widened the eastern sidewalk on Wethersfield Drive along the frontage of Carlton Oaks School to provide a larger and safer sidewalk and school drop off area. Additional improvements included pedestrian ramps, accessible driveways, retaining walls and fencing.

City Council awarded the construction contract to Ace Excavating & Environmental Services, Inc. in the amount of \$98,560.00 on January 28, 2015, and authorized the Director of Development Services to approve change orders in an amount not to exceed \$9,856.00 for unforeseen items and additional work. The Notice to Proceed was issued on March 24, 2015 and all work was completed between March 30, 2015 and April 10, 2015 during the Santee School District's spring break. During construction unsuitable soil was encountered under both school driveways requiring removal and reconstruction during the weekend hours, in order to complete all work within the spring break period. One change order was approved for the project in the amount of \$9,856.00 for a total contract price of \$108,416.00.

Staff requests City Council accept the project as complete and authorize filing a notice of completion.

FINANCIAL STATEMENT



Funding for this project was provided through a State Safe Routes to School (SR2S) Program Grant in the amount of \$175,500.00 with City matching funds provided by Developer Impact Fees in the amount of \$29,600.00. The total available funding for this project was \$205,100.00.

Design and Bidding	\$ 24,640.00
Construction Contract	98,560.00
Construction Change Orders	9,856.00
Construction Management and Inspection	4,911.89
Estimated Project Close Out and Grant Reporting	<u>5,000.00</u>

Total Project Cost \$142,967.89

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION



Adopt the attached Resolution accepting the Carlton Oaks School Sidewalk Access Improvements (CIP 2013-07) as complete.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
ACCEPTING THE CARLTON OAKS SCHOOL SIDEWALK ACCESS
IMPROVEMENTS (CIP 2013-07)**

WHEREAS, the City Council awarded the construction contract for the Carlton Oaks School Sidewalk Access Improvements (CIP 2013-07) to Ace Excavation & Environmental Services, Inc. on January 28, 2015, for \$98,560.00; and

WHEREAS, City Council authorized the Director of Development Services to approve construction change orders not to exceed \$9,856.00; and

WHEREAS, Staff approved a total of one construction change order in the amount of \$9,856.00; and

WHEREAS, the project was completed for a total amount of \$108,416.00; and

WHEREAS, Ace Excavating & Environmental Services, Inc. has completed the project in accordance with the contract plans and specifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the work for the construction of the Carlton Oaks School Sidewalk Access Improvements (CIP 2013-07) is accepted as complete on this date and the City Clerk is directed to record a "Notice of Completion".

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 22nd day of April 2015, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

1E

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE FOUR CLAIMS AGAINST THE CITY BY CAROL CHALMERS, BONNIE AWES, BRAD BARFIELD, AND DIANA AMSDEN

DIRECTOR/DEPARTMENT Jodene Dunphy, Director of HR & Risk Management *JD*

SUMMARY

Four claims were filed against the City by Carol Chalmers, Bonnie Awes, Brad Barfield, and Diana Amsden. These claims have been reviewed by the City's Claims Administrator prior to bringing them forward for consideration. The Claims Administrator recommends the claims be rejected as provided in Government Code Section 913.

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

JD
FINANCIAL STATEMENT Sufficient funds for Claims Administration are budgeted in the Risk Management Claims Administration Account.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *JD*

Reject claims as per Government Code Section 913.

ATTACHMENTS (Listed Below)

None.

City of Santee
COUNCIL AGENDA STATEMENT

2A

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR REZONE R2014-1, MAJOR REVISION MJR2014-1, AND A NEGATIVE DECLARATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (AEIS14-09) TO ESTABLISH THE MHP (MOBILE HOME PARK) OVERLAY DISTRICT AND ADD 16 NEW MOBILE HOME SPACES ON A 2.27 ACRE UNDEVELOPED PARCEL ON THE EAST SIDE OF RAILROAD AVENUE BETWEEN MISSION GORGE ROAD AND BUENA VISTA AVENUE (Applicant: Cameron Brothers Construction Co., L.P.)

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

This project was noticed in the UT-San Diego on April 12, 2015 for an April 22, 2015 public hearing. Notice to property owners within 300 feet of the subject property was also mailed on April 10, 2015.

The Applicant has requested that this item be continued to the May 13, 2015 City Council meeting.

ENVIRONMENTAL REVIEW N/A

FINANCIAL STATEMENT  N/A

RECOMMENDATION 

Continue the public hearing to May 13, 2015.

ATTACHMENTS

None

City of Santee
COUNCIL AGENDA STATEMENT

2B

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING TO REVIEW THE DRAFT 2015-2019 CONSOLIDATED PLAN AND PROGRAM YEAR 2015 ANNUAL ACTION PLAN, AND AUTHORIZATION FOR THE CITY MANAGER TO SUBMIT THE GRANT APPLICATION FOR PROGRAM YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY The Five Year Consolidated Plan and Annual Action Plan are required by the U.S. Department of Housing and Urban Development (HUD) in order for the City to qualify for federal funding under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs. The Consolidated Plan covers the period from July 1, 2015 to June 30, 2020 (Program Years 2015 to 2019). The Annual Action Plan covers the period from July 1, 2015 to June 30, 2016 (Program Year 2015).

Key components of the Five Year Consolidated Plan include the preparation of a citizen participation plan, conduct of community/stakeholder focus group meetings, development of a community profile and housing market analysis, assessment of community development needs, assessment of housing issues faced by special needs populations, and the development of a five year strategic plan and an action plan for the first year of the strategic plan period. In accordance with HUD direction, Consolidated and Annual Action Plans are now submitted online using templates provided by HUD. As a consequence, the two plans are no longer printed as distinct documents (attachment).

On October 8, 2014, the City Council authorized the execution of a professional services agreement with Crystal & Company for the preparation of the draft 2015-2019 Consolidated Plan. The cost of the plan's preparation is funded through the CDBG Administrative allowance.

This public hearing provides an opportunity for the public to comment on the Consolidated Plan and Annual Action Plan. Notice of the availability of the Consolidated Plan and PY 2015 Annual Action Plan was published in the East County Californian on April 2, 2015. The Draft 2015-2019 Consolidated Plan has also been available for public review and comment in the Department of Development Services and on the City's website beginning on March 30, 2015. No comments have been received to date.

ENVIRONMENTAL REVIEW This item is exempt from environmental review under the California Environmental Quality Act ("CEQA") by Guidelines section 15061(b)(3) because the action would clearly have no adverse effect on the environment.

FINANCIAL STATEMENT  The Consolidated Plan and the Annual Action Plan are required documents in order for the City to continue to receive CDBG funds.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS 

1. Conduct and close the public hearing; and
2. Approve the 2015-2019 Consolidated Plan and the PY 2015 Annual Action Plan
3. Authorize the City Manager to submit the CDBG grant application

ATTACHMENTS

Draft 2015-2019 Consolidated Plan and PY 2015 Annual Action Plan

**DRAFT FY 2015-2019 CITY OF SANTEE
CONSOLIDATED PLAN AND FY 2015 CITY OF
SANTEE ANNUAL ACTION PLAN**

This document can be reviewed at:

Santee City Clerk's Office

Council Reference Library

or

Online at: www.CityofSanteeCa.gov

City of Santee
COUNCIL AGENDA STATEMENT

2C

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING TO REVIEW THE DRAFT 2015-2019 ASSESSMENT OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND AUTHORIZING EXECUTION OF THE CERTIFICATE OF COMPLIANCE

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY Among the requirements that must be satisfied by jurisdictions that seek to receive an annual allocation of Community Development Block Grant (CDBG) funding is a certification of the jurisdiction's efforts to "actively further fair housing choice" through the following:

- Completion of an Analysis of Impediments to Fair Housing Choice (AI);
- Taking actions to eliminate identified impediments; and
- Maintaining fair housing records.

The AI provides an overview of laws, regulations, conditions or other obstacles that may affect an individual or household's access to housing. In recognition of the fact that discrimination in housing choice is a regional issue requiring regional solutions, all of San Diego County, including the 18 incorporated cities and all unincorporated areas agreed to cooperate in the preparation a regional AI for 2015-2019. Veronica Tam & Associates was selected to prepare the 2015-2019 AI, with each jurisdiction contributing toward plan preparation costs in proportion to its share of total federal CDBG allocations within the County. The City of Santee's share was \$1,570.38 (1.18%).

The City of Santee contracts with a fair housing service provider for counseling and random audit testing of disparate housing access. The City also participates in the San Diego Alliance for Fair Housing, a region-wide organization established to coordinate the activities of governmental agencies and non-profit advocates and service providers.

This public hearing provides an opportunity for the public to comment on the Draft AI. Notice of the availability of the AI was published in the East County Californian on April 2, 2015. The Draft 2015-2019 AI has also been available for public review and comment in the Department of Development Services beginning on March 30, 2015. No comments have been received to date. A hard copy is available for review in the City Clerk's Office through May 1.

ENVIRONMENTAL REVIEW This item is exempt from environmental review under the California Environmental Quality Act ("CEQA") by Guidelines section 15061(b)(3) because the action would clearly have no adverse effect on the environment.

FINANCIAL STATEMENT The Assessment of Impediment to Fair Housing choice is a required document in order for the City to continue to receive CDBG funds. The City of Santee's pro-rata share of the cost (\$1,570.38) was paid through the General Fund Planning Division Fiscal Year 2015 budget.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS Close the Public Hearing and authorize the City Manager to execute the Certificate of Compliance.

ATTACHMENTS

Draft 2015-2019 Analysis of Impediments to Fair Housing Choice

**DRAFT FY 2015-2019 SAN DIEGO COUNTY
REGIONAL ANALYSIS OF IMPEDIMENTS TO
FAIR HOUSING CHOICE**

This document can be reviewed at:

Santee City Clerk's Office

Council Reference Library

or

Online at: www.CityofSanteeCa.gov

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE

April 22, 2015

AGENDA ITEM NO.

ITEM TITLE

**INFORMATION REGARDING SONIC BURGER'S REQUEST FOR A
MEDIAN OPENING ON MISSION GORGE ROAD**

DIRECTOR/DEPARTMENT

Melanie Kush, Development Services



SUMMARY

This item is for information only regarding a public request made at the April 8, 2015 City Council meeting by SONIC Burger to install a median opening within the newly installed median on Mission Gorge Road in front of their driveway.

The City received a Highway Safety Improvement Program (HSIP) grant in the amount of \$251,640 in 2009 to install a raised median between Magnolia Avenue and 1st Street. The City was awarded the grant due to accidents that occurred in that section, mostly involving westbound left turning movement. The median was installed in 2014.

Since September 2014 SONIC has contacted staff several times about the possibility of installing a median opening to allow a westbound left turn movement into their driveway. After a thorough review by staff the request was denied as documented in the attached letter dated January 28, 2015. The reasons for the denial are as follows:

1. Safety - Staff believes if an opening is installed the potential for accidents would increase.
2. Liability - There would be potential liability to the City for allowing an opening at a location with a known accident history.

SONIC Burger was made aware of the City's intention to install a raised median through conditions of approval in City Council Resolution No. 071-2008, dated September 10th 2008. Additionally, Resolution Condition C.17 disclosed that access and egress to and from the property would be restricted to right turn in and right turn out at the driveways (refer to page 9 of the Resolution).

FINANCIAL STATEMENT



If modifications are made to the existing median the City would likely be required to return a portion if not all of the grant funds to Caltrans.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION

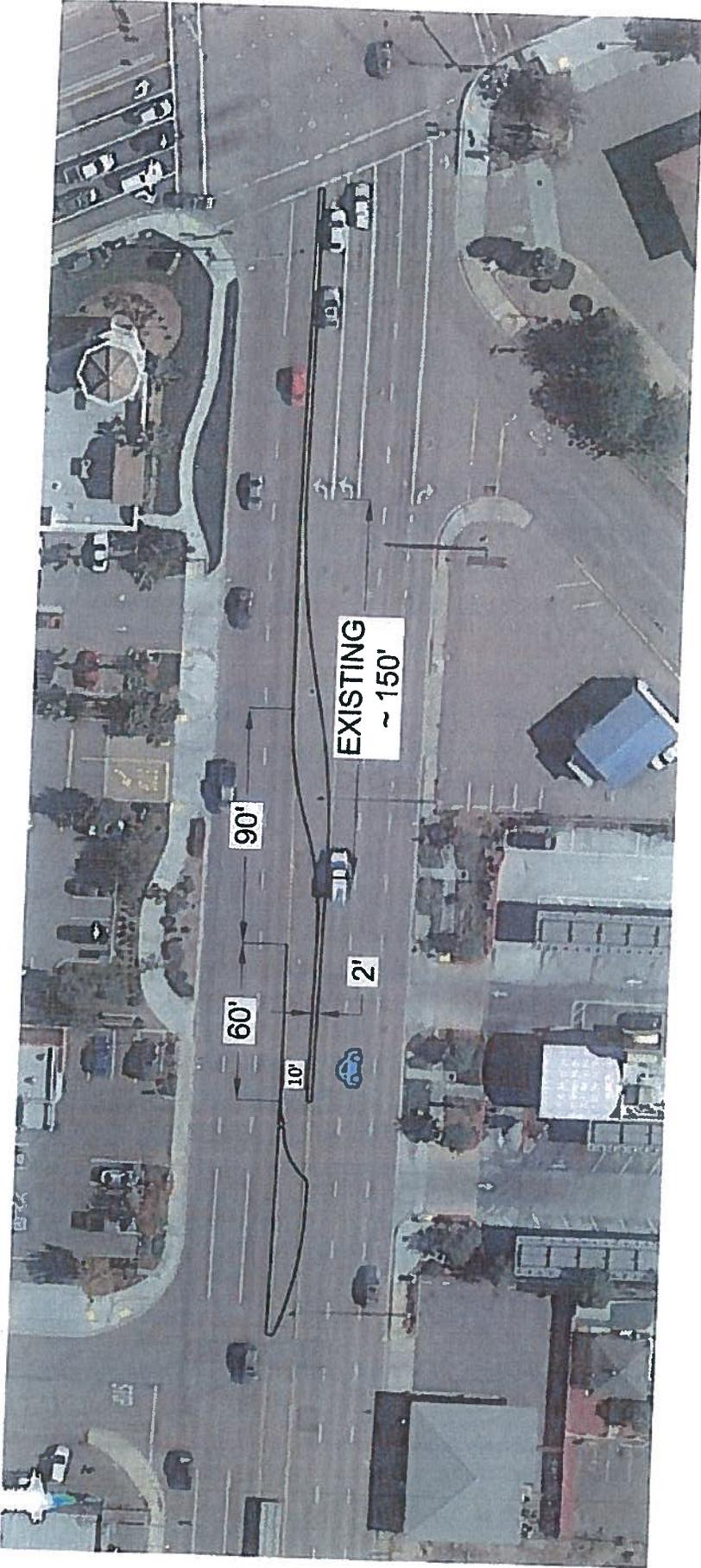
Receive Report



ATTACHMENTS

Aerial depicting SONIC Burger's request
City Letter dated January 28, 2015 to Sonic Burger with attachments
City Council Resolution No. 071-2008
HSIP Grant Application

SONIC BURGER'S REQUEST





CITY OF SANTEE

MAYOR
Randy Voepel

CITY COUNCIL
Jack E. Dale
Ronn Hall
Rob McNelis
John W. Minto

**ACTING
CITY MANAGER**
Pedro Orso-Delgado

January 28, 2015

Mr. Kasey Suryan
Pacific Drive-Ins, LLC
2892 S. Santa Fe Ave, # 107
San Marcos, CA 92069

RE: Request for a Median Opening on Mission Gorge Road – SONIC BURGER

Dear Mr. Suryan:

You have made several enquiries over the past five months about the possibility of a modification to the recently constructed center median on Mission Gorge Road so as to facilitate westbound left turns from Mission Gorge Road into SONIC. The City's responses to date have not been in support of the request. SONIC in turn asserts that the median opening is essential to arrest the decline in business, and that, without this accommodation, the business may have no choice but to close in Santee.

Know that your request, augmented with your supporting information, has been reviewed by the City traffic engineers with your concerns in mind. Note that, among the conditions of approval in the Resolution adopted by the City Council in 2008 for the fast food restaurant, the installation of the center median was disclosed, and additionally required that a fair share contribution be made toward its construction (Resolution No. 71-2008, enclosed). However a center median opening is not supported by staff based on the following rationale:

Mission Gorge Road is a Prime Arterial and carries the highest traffic volume in the City of Santee. The City's General Plan Circulation Element, Policy 3.2, states that "The City should encourage the utilization of traffic control devices such as center medians and/or left turn pockets where appropriate and shall discourage the installation of non-standard median cuts where traffic safety cannot be assured".

In furtherance of Policy 3.2, the City of Santee completed the subject landscaped center median on Mission Gorge Road in August 2014. This was made possible with a Federal Highway Safety Improvement Program grant. The grant was awarded to the City because there had been 37 accidents over a ten-year period in that section of Mission Gorge Road due to vehicles turning left and attempting to cross three traffic lanes.

January 28, 2015
Kasey Suryan
Pacific Drive-Ins, LLC
Page 2 of 2

It was determined that the center median was necessary to specifically eliminate the left turn movement in that section and to reduce or eliminate accidents. Since installation, no accidents have been reported. Allowing a median opening as requested by SONIC would compromise public safety and would be non-compliant with the purpose and intent of the fully implemented grant.

The City offers a solution that would improve access to SONIC from westbound Mission Gorge Road; the traffic signal at Edgemoor Drive could be modified to allow a safe U-turn for westbound traffic a short 400 feet to the west of SONIC. The modification could be accomplished quickly if SONIC would be willing to fund the traffic signal modification. This cost is estimated to be \$30,000; the City would invoice SONIC once the actual cost is determined. Absent SONIC funding now, the traffic signal modification would be implemented as part of a grant-funded project to complete the installation of the center median between First Street and Riverview Parkway within two to three years.

It is hoped that the solution offered herein will improve access. Please contact Minjie Mei, Principal Traffic Engineer if you wish to proceed with the traffic signal modification at Edgemoor Drive. He may be reached at 619-258-4100, extension 189, or electronically at mmei@cityofsanteeca.gov.

Respectfully,



Melanie Kush
Acting Director, Development Services

Enclosures:
Aerial Exhibit
City Council Resolution No. 71-2008

Cc: Pedro Orso-Delgado, Acting City Manager
City Council
Minjie Mei, Principal Traffic Engineer
Scott Johnson, Principal Civil Engineer



Proposed median opening by SONIC

400 feet

Proposed U turn by City

SONIC

Walgreens

1st St

Mission Gorge Rd

Mission Gorge Rd

Attachment C – Council Resolution No. 071-2005

RESOLUTION NO. 071 – 2008

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING THE APPLICATION OF D & M INVESTMENT
PARTNERS, INC. FOR CONDITIONAL USE PERMIT P08-04 TO CONSTRUCT A
1,728 SQUARE-FOOT SONIC FAST FOOD RESTAURANT ON A 0.87-ACRE
PARCEL IN THE GENERAL COMMERCIAL ZONE
LOCATED AT 10515 MISSION GORGE ROAD**

APN: 384-091-07 & 65

WHEREAS, on June 17, 2008, D & M Investment Partners, Inc. submitted a complete application for Conditional Use Permit P08-04 to construct a 1,728 square-foot drive-through and drive-in Sonic fast food restaurant, 34-space parking lot, and 8,953 square feet of landscaping on a 0.87-acre parcel in the GC zone at 10515 Mission Gorge Road; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), an Initial Study was conducted for Conditional Use Permit P08-04 that determined that the project will not result in a significant adverse impact upon the environment, and a Negative Declaration was prepared and advertised for public review from August 7, 2008 to August 27, 2008, and no comments were received; and

WHEREAS, an Airport Land Use Plan consistency determination is not required by the San Diego County Regional Airport Authority for Conditional Use Permit P08-04 because the project site is outside the current Airport Influence Area of Gillespie Field; and

WHEREAS, the Director of Development Services scheduled Conditional Use Permit P08-04 for public hearing on September 10, 2008; and

WHEREAS, on September 10, 2008 the City Council held a duly advertised public hearing on Conditional Use Permit P08-04; and

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

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

SECTION 1: Conditional Use Permit P08-04 will not result in a significant adverse impact upon the environment and a Negative Declaration (AEIS 08-11), dated August 4, 2008, is approved.

SECTION 2: The findings in accordance with Section 17.06.030 of the Santee Municipal Code for Conditional Use Permit P08-04 are made as follows:

RESOLUTION NO. 071 – 2008

- A. That the proposed project, as conditioned, meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the project meets the General Commercial zone development standards for parking, landscaping, building height, and setbacks. Specifically 17 parking spaces are required pursuant to section 17.24.040.B of the Santee Municipal Code, and 34 spaces are proposed. A minimum of 2,500 square feet of landscaping (10% of parking area) is required (SMC No. 17.24.030A) in the parking area and 2,500 square feet is provided, and the five-foot side and 10-foot perimeter landscape strips are provided. As conditioned, signage will be consistent with Chapter 17 of the Santee Municipal Code which regulates free-standing and wall-mounted sign size and location. Section 17.12.040.A allows a maximum height of 40 feet and 25 feet is proposed. The project as designed exceeds the required 30-foot setback from Mission Gorge Road required by the Mission Gorge Road Design Standards, the required 10-foot front setback from Railroad Avenue, and required five-foot side setback.
- B. That the proposed development is compatible with the Santee General Plan in that a drive-through and drive-in fast food restaurant use is permitted with an approved Conditional Use Permit within the GC (General Commercial) land use designation and the GC (General Commercial) zone of the subject site, and the project is consistent with the Mission Gorge Road Design Standards of the General Plan Community Enhancement Element because it provides a 30-foot average landscape setback with five-foot meandering sidewalk along Mission Gorge Road and incorporates a Mediterranean architectural theme.

Additionally, as designed and conditioned to locate the drive-through ordering window and pick-up window on the south and east side of building respectively, away from the adjacent residences to the west, and to construct an 8-foot solid decorative wall along west property line, the project is not expected to result in a visual or audible nuisance for these residents. Furthermore, the hours of operation are limited to 5 am to 11:30 pm on weekdays, and 6 am to 11:30 pm on weekends, and truck deliveries are limited to between 8 am and 8 pm to minimize noise impacts on adjacent properties. The project conditions limit the maximum noise level of the drive-in menu boards to 60 dBA and require that this limit be reduced if reasonable complaints are received by adjacent residents.

- C. That the proposed use, as 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 project is a commercial use that is consistent with the surrounding community because it is proposed in a developed commercial zoned area with existing commercial businesses along a major arterial road within Santee; (2) the business will be operated in compliance with the Municipal Code, including, but not limited to, the noise standards for commercial zones; (3) The project will provide an 8-foot high decorative block wall and landscape buffer adjacent to existing nonconforming residential uses located to the west of the project site, and will limit the hours of operation and truck deliveries, as well as the maximum noise levels of the drive-in menu boards.

RESOLUTION NO. 071 – 2008

SECTION 3: The D & M Investment Partners, Inc. application for Conditional Use Permit P08-04 to construct a 1,728 square-foot Sonic fast food restaurant, 34-space parking lot, and 8,953 square feet of landscaping on a 0.87-acre parcel in the GC zone at 10515 Mission Gorge Road is hereby approved, subject to the following conditions:

- A. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.
- B. Minor or Major Revisions to the Conditional Use Permit, such as changes to the capacity of the project, 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.
- C. Prior to issuance of building permits pursuant to Conditional Use Permit P08-04, the following condition shall be met to the Satisfaction of the Director of Development Services:
 - 1. Obtain a demolition permit from the Building Division for the removal of the existing building on site.
 - 2. Submit revised architectural plans for building permit issuance showing the following:
 - a. A revised site plan with an 8-foot high decorative block wall along the west property line, except in required front yard setbacks or visibility clearance areas adjacent to Mission Gorge Road and Railroad Avenue. Within setback and visibility clearance areas along the west property line a decorative block wall no higher than 42 inches may be shown.
 - b. Section drawings which demonstrate that all roof mounted equipment including vents shall be completely screened from view on Mission Gorge Road, Railroad Avenue, and adjacent properties to the east and west of the project site. All parapet walls and roof mounted equipment including support structures shall be dimensioned on the section drawings.
 - c. Revised elevation drawings that show the roof ladder has been relocated inside the building.
 - d. Revised elevation drawings that show decorative light fixtures on exterior walls.
 - e. Revised drawings that show the elevations and floor plan of the trash enclosure.

RESOLUTION NO. 071 – 2008

3. 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 the project architect, their design engineer and their landscape architect.
4. 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.
5. 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.
6. Applicant shall consolidate the existing development parcels into one (1) parcel through the filing of a parcel map to be reviewed and approved through the Department of Development Services. The requirement for a tentative parcel map is hereby waived with the approval of the project.
7. 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.
8. Parcel Map shall be submitted to the Department of Development Services Engineering Division. The first and last submittal of the map shall be made by appointment only with the City project engineer administering the map review. Submittal requirements are listed below. Incomplete submittals will not be accepted for plan check.

Please include the following with the first submittal:

- a. Two sets of prints bound and stapled.
- b. Two copies of a current preliminary title report (dated within six months of submittal date) which shows current ownership.
- c. Two copies of all documents listed in the preliminary title report.
- d. Two copies of all reference documents used to prepare the parcel map.
- e. Two copies of closure calculations for the map.
- f. One copy of the Resolution of Approval or Director's Decision approving the project.

RESOLUTION NO. 071 – 2008

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

- a. Previous submittal check prints.
 - b. Two sets of prints bound and stapled.
 - c. Two copies of the map in Autocad format on separate disks, CD or DVD for incorporation into the City GIS data base.
 - d. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
 - e. Copies of all certified return receipts for all signature omission letters.
 - f. Subdivision Guarantee.
9. 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 will 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.
10. 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. Improve Mission Gorge Road to prime arterial standards, including replacement of curb and gutter, and installation of a five-foot wide meandering sidewalk along the site frontage. The meandering sidewalk plan shall be reviewed and approved by the Director of Development Services prior to installation.
 - b. Construct two commercial driveways a minimum of 26 feet wide on Mission Gorge Rd. The driveways shall conform to San Diego Regional Standard G-17, modified to the satisfaction of the Director of Development Services.

RESOLUTION NO. 071 – 2008

- c. Widen Railroad Avenue to residential collector street standards (40' curb to curb/60' right-of-way). Show curb, gutter, sidewalks, street lighting, fire hydrants and pedestrian ramps at curbs. Construct a commercial driveway on Railroad Avenue a minimum of 30-feet wide. The driveway egress shall be limited to right turn out.
- d. Install a street light located at the southwesterly corner of the property along Railroad Ave. conforming to Public Works Standards.
- e. Revise the proposed water and sewer service locations shown on plans in accordance with Padre Dam Municipal Water District requirements
- f. On the Improvement and grading plans, show reservation for a future cul-de-sac on Railroad Avenue to be constructed by the City at a future date. No structures or above grade utilities shall be installed within the reserved area, excepting the proposed trash enclosure. The limits of the reservation shall be shown as an offset cul-de-sac with a 48-foot radius. The radius center point shall be located along the proposed Railroad Avenue curb line approximately 50 feet north of the westerly property line.
- g. Street Improvement plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines and the requirements set forth herein, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. At the time of plan check submittal the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the improvement plan submittal package:
 - 1) Six sets of plans bound and stapled (improvements).
 - 2) Plan check fees.
 - 3) Preliminary cost estimate for the Improvements.
 - 4) One copy of the Resolution of Approval or Director's Decision approving the project.

Plan check and inspection fees shall be paid in accordance with the City Fee Schedule prior to issuance of the permit.

- 11. 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. Project landscape and irrigation plans shall be separate from grading plan set but must be submitted by the second grading plan check.

RESOLUTION NO. 071 – 2008

- 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 9.0 and 7.5 for Mission Gorge Rd. and Railroad Avenue respectively. 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 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 or Director's Decision approving the project.

Plan check and inspection fees shall be paid in accordance with the City Fee Schedule prior to issuance of the permit.

RESOLUTION NO. 071 – 2008

12. Landscape and Irrigation Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance. Landscape and irrigation plans shall be consistent with the landscape plan received by the Department of Development Services on June 17, 2008 except as modified below:
- 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. At least ninety percent of the plant materials selected in non-turf areas shall be drought tolerant in that they are well suited to the climate of the region and require minimal water once established. A higher percentage of non-drought tolerant plant materials may be approved by the Development Services Director if reclaimed water is used for irrigation.
 - c. A maximum of 25 percent of the total landscaped area is permitted to be planted in turf. All turf shall be warm season turf or a drought tolerant turf adaptable to the Santee region.
 - d. In addition to trees located in required landscape setbacks a minimum of one fifteen gallon tree per three parking spaces shall be shown.
 - e. The irrigation plan shall utilize a weather based controller and rotating irrigation heads wherever feasible.
 - f. Increase the size of trees along Railroad Avenue to a minimum of 36-inch box.
 - g. All shrub and tree planting areas without groundcover shall have a minimum of a four-inch layer of bark mulch.
 - h. Show a five-foot wide meandering sidewalk along Mission Gorge Road.
 - i. 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.

RESOLUTION NO. 071 – 2008

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

13. 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.
14. 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.
15. Replace failed or inadequate pavement to the centerline adjacent to the site on Mission Gorge Road and Railroad Avenue to the satisfaction of the Director of Development Services.
16. A landscaped and irrigated traffic safety island is currently planned for Mission Gorge Road. In lieu of constructing the median at this time, the applicant shall make a cash contribution for construction of one-half of the median the length of the project frontage. At present, the contribution rate is \$125/linear foot of frontage.
17. Driveway access to the site from Mission Gorge Rd. shall be restricted to right turn in and right turn out. The applicant is hereby given notice of the City's intent to prohibit left turns into and out of the site with construction of medians on Mission Gorge Road and shall notify future buyers or lessees of the property.
18. 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 \$ 11,717.12 (estimated)
calculated based on \$ 934/1000 square feet of increased impermeable area.
 - b. Traffic \$ 10,793.09
calculated based on a fee rate of \$ 6,246/1000 square feet of building area.
 - c. Traffic Signal \$ 1,743.55
calculated based on a fee rate of \$ 1,009/1000 square feet of building area.

RESOLUTION NO. 071 – 2008

The above impact fee estimates include a credit for existing buildings on the project site. 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. Fee rates include annual adjustment based on the San Diego Consumer Price Index (CPI).

19. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of 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.

20. Water Quality Control – Drainage and Flood Damage Prevention
 - a. 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. A storm drain system shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality.

 - b. 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, and be based on full development of upstream areas.

 - c. The drainage study shall evaluate the project's conditions of concern in accordance with the City of Santee Standard Urban Storm Water Mitigation Plan (SUSMP). The analysis shall consider the project area's location (from the larger watershed perspective), topography, soil and vegetation conditions, percent impervious area, natural infrastructure drainage features, wet season groundwater depth and any other relevant hydrologic and environmental factors to be protected specific to the project area's watershed.

RESOLUTION NO. 071 – 2008

- d. As part of the drainage study, a qualified, licensed professional shall provide a report on proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) regarding 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.
 - e. As part of the drainage study, a field reconnaissance to observe and report on downstream conditions, including undercutting erosion, slope stability, vegetative stress (due to flooding, erosion, water quality degradation, or loss of water supplies) and the area's susceptibility to erosion or habitat alteration as a result of an altered flow regime.
 - f. 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. The drainage shall report the project's conditions of concern based on the hydrologic and downstream conditions discussed above. Where downstream conditions of concern are identified, the drainage study shall establish that pre-project hydrologic conditions affecting downstream conditions of concern would be maintained by the proposed project, satisfactory to the City, by incorporating in the site design, source control, and treatment control requirements identified in the approved SUSMP Project Plan.
21. Water Quality Control – Post Construction Storm Water Management Compliance
- a. Provide two copies of a Storm Water Management Plan (SWMP) as required by the City of Santee Storm Water Management and Discharge Control Ordinance and in accordance with the City of Santee Standard Urban Storm Water Mitigation Plan (SUSMP). A sample SWMP format and SWMP guidelines document is available upon request. All SUSMP requirements developed in the approved SWMP shall be incorporated into the project design.
 - 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.

RESOLUTION NO. 071 – 2008

- c. Develop and implement appropriate Best Management Practices (BMP's) 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 BMP's, including Site Design, Source Control, and Structural Treatment Control after the pollutants and conditions of concern have been identified shall be implemented in accordance with the approved SUSMP Project Plan. The condition of concerns shall be evaluated from the project's drainage study report.
 - d. Design Structural Treatment Control BMP's in accordance with the City of Santee SUSMP. In accordance with the San Diego Regional Water Quality Control Board Order No. R9-2007-0001 (San Diego Municipal Storm Water Permit), volume or flow based BMPs shall be designed infiltrate, filter or treat the volume of runoff produced by the 85th percentile 24-hour rainfall or the maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity. Section V, Step 8 and 9 of the City of Santee SUSMP completely defines the treatment control design requirements. Structural treatment control shall be of medium or high removal efficiency for the primary pollutants of concern.
 - e. 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.
22. 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.
23. 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 and must be obtained directly from the County Recorder's Office. Care shall be taken to obtain clear focus of the recorded document prior to printing. Copies submitted, can not be reproductions of the document obtained from the recorder's office and can not be a faxed copy of the document.
24. 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. 071 – 2008

- 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 falls 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.

- 25. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each work day. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.
- 26. A "Notice of Restrictions" shall be recorded which discloses the conditions of Conditional Use Permit P08-04 and existing zoning regulations. The form and content of the notice shall be to the satisfaction of the Director of Development Services.
- 27. Vehicle access on Mission Gorge Road shall be maintained at all times and all work shall be done at night unless otherwise approved by the City Engineer. When day work is permitted, work hours shall be from 8:30 am to 3:30 pm, including set up and break down of traffic control. No day work will be permitted during the holiday season between November 15th and January 5th.
- 28. Prior to the placement of any construction trailers on the project site to provide a temporary job office during construction of the project the applicant shall:
 - a. Provide a site plan showing the trailer location, elevations of the trailer, and locations of temporary power poles for approval by the Department of Development Services.

RESOLUTION NO. 071 – 2008

- b. Comply with applicable Fire and Building codes, including, but not limited to, obtaining a building permit from the Building Division.
 - c. Install one 2A10BC fire extinguisher inside the structure mounted so that the bottom of the extinguisher is 4 feet above the floor. Install an arrow sign above the extinguisher so that the bottom of the sign is mounted 6 feet above the floor.
29. Provide a cost estimate from a landscape contractor or landscape architect for the installation of landscaping and irrigation for the project to determine the appropriate amount that will be necessary for the landscape bond.
30. The applicant shall complete the following requirements to the satisfaction of the Fire Department:
- a. Provide a minimum 16' wide, paved one-way "fire lane" access roadway around the building. 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. Additionally, signs shall be installed on the edge of the curb indicating the same. Placement of the signs shall be every 75 feet (or other approved spacing), placed in between the curb stenciling. Exact placement shall be approved by the Fire Department prior to installation.
 - b. Address numbers shall be placed near the roofline of the building visible from the street. Numbers shall be block style, a minimum 10" 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 Department prior to installation.
 - c. The building is required to be constructed with an approved automatic fire sprinkler system installed by a licensed fire sprinkler contractor. An automatic sprinkler system may be required for the canopies covering the outdoor dining area and drive-in parking. Separate plans are required to be submitted to the Fire Department for approval prior to installation. Contact the Fire Department for specific requirements for the automatic fire sprinkler system. A Potter, "SASH-120" Horn/Strobe (or equivalent) shall be located below each address placement for indication of fire sprinkler activation.

RESOLUTION NO. 071 – 2008

- d. The building shall have a fire riser enclosure accessible from the outside of the building. 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.
 - e. A Double Detector Check Valve Assembly/Fire Department Connection (RPDA/FDC) device that supplies water to the automatic fire sprinkler system shall be placed in an approved location within or near Railroad Ave. The entire device shall be painted red with 2" white-stenciled numbers indicating 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.
 - f. A Knox Box is required for emergency fire access to the building. Knox Box applications may be obtained from the Fire Department. Approval of the exact mounting location shall be determined by the Fire Department prior to installation.
 - g. 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 Department prior to installation.
 - h. 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 Department prior to installation.
- D. Prior to any occupancy or use of the premises pursuant to Conditional Use Permit P08-04, the following conditions shall be met to the satisfaction of the Development Services Director:
- 1. Obtain a "blue card" final inspection approval from the Fire Department, Engineering Division and Planning Division, and final inspection from the Building Division.

RESOLUTION NO. 071 – 2008

2. "No loitering" signs and "no through traffic" signs shall be installed on the project site. The applicant shall post sign(s) not less than one square foot in area, displaying prominently in addition to such other information as may be deemed desirable, the words "NO LOITERING PURSUANT TO SANTEE MUNICIPAL CODE SECTIONS 9.60.023, 9.60.026" in legible letters not less than two inches in height.
3. The decorative block wall along the west property line of the project site shall be completed.
4. Provide a bond equal to the cost of the installation of all landscaping and irrigation on the project site. The bond shall be maintained for a minimum period of one year after occupancy is granted for the proposed addition. The City shall authorize the release of the landscape bond after the one year period, provided the landscape is established and irrigation system is operational in accordance with the approved landscape and irrigation plans.
5. All landscaping shall be planted and irrigation shall be installed in accordance with the approved landscape and irrigation plans.
6. 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, including along Railroad Avenue, and may include extension of the undergrounding to either side of the project to the nearest existing utility pole.

7. Applicant shall obtain parcel map approval and record the parcel map consolidating the existing development parcels into one parcel. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy and seven sets of prints of the map to the City for their permanent records. The prints shall be bound and stapled. The prints and mylar shall be in accordance with City standards in effect at the time of recordation.
8. Applicant shall dedicate right-of-way along Mission Gorge Road adjacent to the site such that the ultimate right-of-way width to centerline is 55 feet (an approximate 4 foot dedication required).
9. Applicant shall dedicate a 15-foot wide pedestrian access easement on Mission Gorge Road along the north side of the property.

RESOLUTION NO. 071 – 2008

10. Applicant shall relocate existing utility facilities in conflict with any proposed improvements. All proposed utility facilities along the property frontage on Mission Gorge Road and Railroad Avenue shall be located behind the sidewalks and clear of any driveways.
 11. Plant all new trees in and within 10 feet of the public right-of-way with root control barriers.
 12. 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.
- E. Upon certification by the Director of Development Services for occupancy or establishment of the use allowed by Conditional Use Permit P08-04, the following conditions shall apply to the satisfaction of the Director of Development Services:
1. Noise levels shall not exceed the limits established by Title 8, Chapter 8.12 of the Santee Municipal Code. Menu board speakers shall not exceed a noise level of 60dBA. Nevertheless, if reasonable complaints are received from neighboring residents specific to the menu board speakers, the speaker volume shall be adjusted downward upon notification from the City.
 2. Business operations shall be limited to 5 a.m. to 11:30 p.m. Monday through Friday, and 6 a.m. to 11:30 p.m. on Saturday and Sunday.
 3. Truck deliveries shall occur only between 8 a.m. and 8 p.m.
 4. The City Council may periodically review this Conditional Use Permit to ensure that it is being operated in a manner consistent with conditions of approval or in a manner which is not detrimental to the public health, safety, or welfare, or materially injurious to properties in the vicinity. The City Council can revoke or modify a Conditional Use Permit if, after holding a public hearing, it finds that the Conditional Use Permit is not being conducted in an appropriate manner.
 5. All required landscaping shall be adequately watered and maintained in a healthy and thriving condition, free from weeds, trash, and debris.
 6. The parking areas and driveways shall be well maintained.
 7. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises, and shall otherwise conform to the requirements of Title 17 of the Santee Municipal Code.
 8. All groundcover installed pursuant to an approved landscape plan shall provide 100 percent coverage within 9 months of planting or additional landscaping, to be approved by the Director, shall be required in order to meet this standard.

RESOLUTION NO. 071 – 2008

SECTION 4: The terms and conditions of this Conditional Use Permit (P08-04) approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Conditional Use Permit and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 5: 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 6: Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on September 10, 2008.

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

SECTION 8: This Conditional Use Permit (P08-04) expires on September 10, 2011 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.

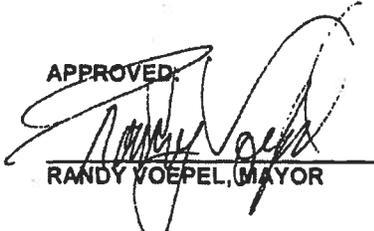
RESOLUTION NO. 071 – 2008

SECTION 9: The City of Santee hereby notifies the applicant that State Law (SB1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$ 1,926.75. 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.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of September, 2008, by the following roll call vote to wit:

AYES: JONES, MINTO, VOEPEL
NOES: NONE
ABSTAIN: DALE, RYAN

APPROVED:



RANDY VOEPEL, MAYOR

ATTEST:



LINDA A. TROYAN, MMC, CITY CLERK

RESOLUTION NO. 071 – 2008

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING THE APPLICATION OF D & M INVESTMENT
PARTNERS, INC. FOR CONDITIONAL USE PERMIT P08-04 TO CONSTRUCT A
1,728 SQUARE-FOOT SONIC FAST FOOD RESTAURANT ON A 0.87-ACRE
PARCEL IN THE GENERAL COMMERCIAL ZONE
LOCATED AT 10515 MISSION GORGE ROAD**

APN: 384-091-07 & 65

WHEREAS, on June 17, 2008, D & M Investment Partners, Inc. submitted a complete application for Conditional Use Permit P08-04 to construct a 1,728 square-foot drive-through and drive-in Sonic fast food restaurant, 34-space parking lot, and 8,953 square feet of landscaping on a 0.87-acre parcel in the GC zone at 10515 Mission Gorge Road; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), an Initial Study was conducted for Conditional Use Permit P08-04 that determined that the project will not result in a significant adverse impact upon the environment, and a Negative Declaration was prepared and advertised for public review from August 7, 2008 to August 27, 2008, and no comments were received; and

WHEREAS, an Airport Land Use Plan consistency determination is not required by the San Diego County Regional Airport Authority for Conditional Use Permit P08-04 because the project site is outside the current Airport Influence Area of Gillespie Field; and

WHEREAS, the Director of Development Services scheduled Conditional Use Permit P08-04 for public hearing on September 10, 2008; and

WHEREAS, on September 10, 2008 the City Council held a duly advertised public hearing on Conditional Use Permit P08-04; and

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

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

SECTION 1: Conditional Use Permit P08-04 will not result in a significant adverse impact upon the environment and a Negative Declaration (AEIS 08-11), dated August 4, 2008, is approved.

SECTION 2: The findings in accordance with Section 17.06.030 of the Santee Municipal Code for Conditional Use Permit P08-04 are made as follows:

RESOLUTION NO. 071 – 2008

- A. That the proposed project, as conditioned, meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the project meets the General Commercial zone development standards for parking, landscaping, building height, and setbacks. Specifically 17 parking spaces are required pursuant to section 17.24.040.B of the Santee Municipal Code, and 34 spaces are proposed. A minimum of 2,500 square feet of landscaping (10% of parking area) is required (SMC No. 17.24.030A) in the parking area and 2,500 square feet is provided, and the five-foot side and 10-foot front perimeter landscape strips are provided. As conditioned, signage will be consistent with Chapter 17 of the Santee Municipal Code which regulates free-standing and wall-mounted sign size and location. Section 17.12.040.A allows a maximum height of 40 feet and 25 feet is proposed. The project as designed exceeds the required 30-foot setback from Mission Gorge Road required by the Mission Gorge Road Design Standards, the required 10-foot front setback from Railroad Avenue, and required five-foot side setback.
- B. That the proposed development is compatible with the Santee General Plan in that a drive-through and drive-in fast food restaurant use is permitted with an approved Conditional Use Permit within the GC (General Commercial) land use designation and the GC (General Commercial) zone of the subject site, and the project is consistent with the Mission Gorge Road Design Standards of the General Plan Community Enhancement Element because it provides a 30-foot average landscape setback with five-foot meandering sidewalk along Mission Gorge Road and incorporates a Mediterranean architectural theme.

Additionally, as designed and conditioned to locate the drive-through ordering window and pick-up window on the south and east side of building respectively, away from the adjacent residences to the west, and to construct an 8-foot solid decorative wall along west property line, the project is not expected to result in a visual or audible nuisance for these residents. Furthermore, the hours of operation are limited to 5 am to 11:30 pm on weekdays, and 6 am to 11:30 pm on weekends, and truck deliveries are limited to between 8 am and 8 pm to minimize noise impacts on adjacent properties. The project conditions limit the maximum noise level of the drive-in menu boards to 60 dBA and require that this limit be reduced if reasonable complaints are received by adjacent residents.

- C. That the proposed use, as 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 project is a commercial use that is consistent with the surrounding community because it is proposed in a developed commercial zoned area with existing commercial businesses along a major arterial road within Santee; (2) the business will be operated in compliance with the Municipal Code, including, but not limited to, the noise standards for commercial zones; (3) The project will provide an 8-foot high decorative block wall and landscape buffer adjacent to existing nonconforming residential uses located to the west of the project site, and will limit the hours of operation and truck deliveries, as well as the maximum noise levels of the drive-in menu boards.

RESOLUTION NO. 071 – 2008

SECTION 3: The D & M Investment Partners, Inc. application for Conditional Use Permit P08-04 to construct a 1,728 square-foot Sonic fast food restaurant, 34-space parking lot, and 8,953 square feet of landscaping on a 0.87-acre parcel in the GC zone at 10515 Mission Gorge Road is hereby approved, subject to the following conditions:

- A. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.
- B. Minor or Major Revisions to the Conditional Use Permit, such as changes to the capacity of the project, 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.
- C. Prior to issuance of building permits pursuant to Conditional Use Permit P08-04, the following condition shall be met to the Satisfaction of the Director of Development Services:
 - 1. Obtain a demolition permit from the Building Division for the removal of the existing building on site.
 - 2. Submit revised architectural plans for building permit issuance showing the following:
 - a. A revised site plan with an 8-foot high decorative block wall along the west property line, except in required front yard setbacks or visibility clearance areas adjacent to Mission Gorge Road and Railroad Avenue. Within setback and visibility clearance areas along the west property line a decorative block wall no higher than 42 inches may be shown.
 - b. Section drawings which demonstrate that all roof mounted equipment including vents shall be completely screened from view on Mission Gorge Road, Railroad Avenue, and adjacent properties to the east and west of the project site. All parapet walls and roof mounted equipment including support structures shall be dimensioned on the section drawings.
 - c. Revised elevation drawings that show the roof ladder has been relocated inside the building.
 - d. Revised elevation drawings that show decorative light fixtures on exterior walls.
 - e. Revised drawings that show the elevations and floor plan of the trash enclosure.

RESOLUTION NO. 071 – 2008

3. 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 the project architect, their design engineer and their landscape architect.
4. 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.
5. 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.
6. Applicant shall consolidate the existing development parcels into one (1) parcel through the filing of a parcel map to be reviewed and approved through the Department of Development Services. The requirement for a tentative parcel map is hereby waived with the approval of the project.
7. 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.
8. Parcel Map shall be submitted to the Department of Development Services Engineering Division. The first and last submittal of the map shall be made by appointment only with the City project engineer administering the map review. Submittal requirements are listed below. Incomplete submittals will not be accepted for plan check.

Please include the following with the first submittal:

- a. Two sets of prints bound and stapled.
- b. Two copies of a current preliminary title report (dated within six months of submittal date) which shows current ownership.
- c. Two copies of all documents listed in the preliminary title report.
- d. Two copies of all reference documents used to prepare the parcel map.
- e. Two copies of closure calculations for the map.
- f. One copy of the Resolution of Approval or Director's Decision approving the project.

RESOLUTION NO. 071 – 2008

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

- a. Previous submittal check prints.
 - b. Two sets of prints bound and stapled.
 - c. Two copies of the map in Autocad format on separate disks, CD or DVD for incorporation into the City GIS data base.
 - d. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
 - e. Copies of all certified return receipts for all signature omission letters.
 - f. Subdivision Guarantee.
9. 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 will 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.
10. 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. Improve Mission Gorge Road to prime arterial standards, including replacement of curb and gutter, and installation of a five-foot wide meandering sidewalk along the site frontage. The meandering sidewalk plan shall be reviewed and approved by the Director of Development Services prior to installation.
 - b. Construct two commercial driveways a minimum of 26 feet wide on Mission Gorge Rd. The driveways shall conform to San Diego Regional Standard G-17, modified to the satisfaction of the Director of Development Services.

RESOLUTION NO. 071 – 2008

- c. Widen Railroad Avenue to residential collector street standards (40' curb to curb/60' right-of-way). Show curb, gutter, sidewalks, street lighting, fire hydrants and pedestrian ramps at curbs. Construct a commercial driveway on Railroad Avenue a minimum of 30-feet wide. The driveway egress shall be limited to right turn out.
- d. Install a street light located at the southwesterly corner of the property along Railroad Ave. conforming to Public Works Standards.
- e. Revise the proposed water and sewer service locations shown on plans in accordance with Padre Dam Municipal Water District requirements
- f. On the improvement and grading plans, show reservation for a future cul-de-sac on Railroad Avenue to be constructed by the City at a future date. No structures or above grade utilities shall be installed within the reserved area, excepting the proposed trash enclosure. The limits of the reservation shall be shown as an offset cul-de-sac with a 48-foot radius. The radius center point shall be located along the proposed Railroad Avenue curb line approximately 50 feet north of the westerly property line.
- g. Street Improvement plans shall be one hundred percent (**100%**) complete at the time of plan check submittal, be prepared in accordance with City guidelines and the requirements set forth herein, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. At the time of plan check submittal the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the improvement plan submittal package:
 - 1) Six sets of plans bound and stapled (improvements).
 - 2) Plan check fees.
 - 3) Preliminary cost estimate for the improvements.
 - 4) One copy of the Resolution of Approval or Director's Decision approving the project.

Plan check and inspection fees shall be paid in accordance with the City Fee Schedule prior to issuance of the permit.

- 11. 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. Project landscape and irrigation plans shall be separate from grading plan set but must be submitted by the second grading plan check.

RESOLUTION NO. 071 – 2008

- 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 9.0 and 7.5 for Mission Gorge Rd. and Railroad Avenue respectively. 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 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 or Director's Decision approving the project.

Plan check and inspection fees shall be paid in accordance with the City Fee Schedule prior to issuance of the permit.

RESOLUTION NO. 071 – 2008

12. Landscape and Irrigation Plans shall be submitted to the Department of Development Services Engineering Division for review and acceptance. Landscape and irrigation plans shall be consistent with the landscape plan received by the Department of Development Services on June 17, 2008 except as modified below:
 - 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. At least ninety percent of the plant materials selected in non-turf areas shall be drought tolerant in that they are well suited to the climate of the region and require minimal water once established. A higher percentage of non-drought tolerant plant materials may be approved by the Development Services Director if reclaimed water is used for irrigation.
 - c. A maximum of 25 percent of the total landscaped area is permitted to be planted in turf. All turf shall be warm season turf or a drought tolerant turf adaptable to the Santee region.
 - d. In addition to trees located in required landscape setbacks a minimum of one fifteen gallon tree per three parking spaces shall be shown.
 - e. The irrigation plan shall utilize a weather based controller and rotating irrigation heads wherever feasible.
 - f. Increase the size of trees along Railroad Avenue to a minimum of 36-inch box.
 - g. All shrub and tree planting areas without groundcover shall have a minimum of a four-inch layer of bark mulch.
 - h. Show a five-foot wide meandering sidewalk along Mission Gorge Road.
 - i. 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.

RESOLUTION NO. 071 – 2008

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

13. 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.
14. 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.
15. Replace failed or inadequate pavement to the centerline adjacent to the site on Mission Gorge Road and Railroad Avenue to the satisfaction of the Director of Development Services.
16. A landscaped and irrigated traffic safety island is currently planned for Mission Gorge Road. In lieu of constructing the median at this time, the applicant shall make a cash contribution for construction of one-half of the median the length of the project frontage. At present, the contribution rate is \$125/linear foot of frontage.
17. Driveway access to the site from Mission Gorge Rd. shall be restricted to right turn in and right turn out. The applicant is hereby given notice of the City's intent to prohibit left turns into and out of the site with construction of medians on Mission Gorge Road and shall notify future buyers or lessees of the property.
18. 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 \$ 11,717.12 (estimated)
calculated based on \$ 934/1000 square feet of increased impermeable area.
 - b. Traffic \$ 10,793.09
calculated based on a fee rate of \$ 6,246\1000 square feet of building area.
 - c. Traffic Signal \$ 1,743.55
calculated based on a fee rate of \$ 1,009\1000 square feet of building area.

RESOLUTION NO. 071 – 2008

The above impact fee estimates include a credit for existing buildings on the project site. 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. Fee rates include annual adjustment based on the San Diego Consumer Price Index (CPI).

19. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of 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.
20. Water Quality Control – Drainage and Flood Damage Prevention
 - a. 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. A storm drain system shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality.
 - b. 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, and be based on full development of upstream areas.
 - c. The drainage study shall evaluate the project's conditions of concern in accordance with the City of Santee Standard Urban Storm Water Mitigation Plan (SUSMP). The analysis shall consider the project area's location (from the larger watershed perspective), topography, soil and vegetation conditions, percent impervious area, natural infrastructure drainage features, wet season groundwater depth and any other relevant hydrologic and environmental factors to be protected specific to the project area's watershed.

RESOLUTION NO. 071 – 2008

- d. As part of the drainage study, a qualified, licensed professional shall provide a report on proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) regarding 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.
 - e. As part of the drainage study, a field reconnaissance to observe and report on downstream conditions, including undercutting erosion, slope stability, vegetative stress (due to flooding, erosion, water quality degradation, or loss of water supplies) and the area's susceptibility to erosion or habitat alteration as a result of an altered flow regime.
 - f. 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. The drainage shall report the project's conditions of concern based on the hydrologic and downstream conditions discussed above. Where downstream conditions of concern are identified, the drainage study shall establish that pre-project hydrologic conditions affecting downstream conditions of concern would be maintained by the proposed project, satisfactory to the City, by incorporating in the site design, source control, and treatment control requirements identified in the approved SUSMP Project Plan.
21. Water Quality Control – Post Construction Storm Water Management Compliance
- a. Provide two copies of a Storm Water Management Plan (SWMP) as required by the City of Santee Storm Water Management and Discharge Control Ordinance and in accordance with the City of Santee Standard Urban Storm Water Mitigation Plan (SUSMP). A sample SWMP format and SWMP guidelines document is available upon request. All SUSMP requirements developed in the approved SWMP shall be incorporated into the project design.
 - 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.

RESOLUTION NO. 071 – 2008

- c. Develop and implement appropriate Best Management Practices (BMP's) 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 BMP's, including Site Design, Source Control, and Structural Treatment Control after the pollutants and conditions of concern have been identified shall be implemented in accordance with the approved SUSMP Project Plan. The condition of concerns shall be evaluated from the project's drainage study report.
 - d. Design Structural Treatment Control BMP's in accordance with the City of Santee SUSMP. In accordance with the San Diego Regional Water Quality Control Board Order No. R9-2007-0001 (San Diego Municipal Storm Water Permit), volume or flow based BMPs shall be designed infiltrate, filter or treat the volume of runoff produced by the 85th percentile 24-hour rainfall or the maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity. Section V, Step 8 and 9 of the City of Santee SUSMP completely defines the treatment control design requirements. Structural treatment control shall be of medium or high removal efficiency for the primary pollutants of concern.
 - e. 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.
22. 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.
 23. 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 and must be obtained directly from the County Recorder's Office. Care shall be taken to obtain clear focus of the recorded document prior to printing. Copies submitted, can not be reproductions of the document obtained from the recorder's office and can not be a faxed copy of the document.
 24. 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. 071 – 2008

- 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.

- 25. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each work day. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.
- 26. A "Notice of Restrictions" shall be recorded which discloses the conditions of Conditional Use Permit P08-04 and existing zoning regulations. The form and content of the notice shall be to the satisfaction of the Director of Development Services.
- 27. Vehicle access on Mission Gorge Road shall be maintained at all times and all work shall be done at night unless otherwise approved by the City Engineer. When day work is permitted, work hours shall be from 8:30 am to 3:30 pm, including set up and break down of traffic control. No day work will be permitted during the holiday season between November 15th and January 5th.
- 28. Prior to the placement of any construction trailers on the project site to provide a temporary job office during construction of the project the applicant shall:
 - a. Provide a site plan showing the trailer location, elevations of the trailer, and locations of temporary power poles for approval by the Department of Development Services.

RESOLUTION NO. 071 – 2008

- b. Comply with applicable Fire and Building codes, including, but not limited to, obtaining a building permit from the Building Division.
 - c. Install one 2A10BC fire extinguisher inside the structure mounted so that the bottom of the extinguisher is 4 feet above the floor. Install an arrow sign above the extinguisher so that the bottom of the sign is mounted 6 feet above the floor.
29. Provide a cost estimate from a landscape contractor or landscape architect for the installation of landscaping and irrigation for the project to determine the appropriate amount that will be necessary for the landscape bond.
30. The applicant shall complete the following requirements to the satisfaction of the Fire Department:
- a. Provide a minimum 16' wide, paved one-way "fire lane" access roadway around the building. 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. Additionally, signs shall be installed on the edge of the curb indicating the same. Placement of the signs shall be every 75 feet (or other approved spacing), placed in between the curb stenciling. Exact placement shall be approved by the Fire Department prior to installation.
 - b. Address numbers shall be placed near the roofline of the building visible from the street. Numbers shall be block style, a minimum 10" 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 Department prior to installation.
 - c. The building is required to be constructed with an approved automatic fire sprinkler system installed by a licensed fire sprinkler contractor. An automatic sprinkler system may be required for the canopies covering the outdoor dining area and drive-in parking. Separate plans are required to be submitted to the Fire Department for approval prior to installation. Contact the Fire Department for specific requirements for the automatic fire sprinkler system. A Potter, "SASH-120" Horn/Strobe (or equivalent) shall be located below each address placement for indication of fire sprinkler activation.

RESOLUTION NO. 071 – 2008

- d. The building shall have a fire riser enclosure accessible from the outside of the building. 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.
 - e. A Double Detector Check Valve Assembly/Fire Department Connection (RPDA/FDC) device that supplies water to the automatic fire sprinkler system shall be placed in an approved location within or near Railroad Ave. The entire device shall be painted red with 2" white-stenciled numbers indicating 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.
 - f. A Knox Box is required for emergency fire access to the building. Knox Box applications may be obtained from the Fire Department. Approval of the exact mounting location shall be determined by the Fire Department prior to installation.
 - g. 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 Department prior to installation.
 - h. 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 Department prior to installation.
- D. Prior to any occupancy or use of the premises pursuant to Conditional Use Permit P08-04, the following conditions shall be met to the satisfaction of the Development Services Director:
- 1. Obtain a "blue card" final inspection approval from the Fire Department, Engineering Division and Planning Division, and final inspection from the Building Division.

RESOLUTION NO. 071 – 2008

2. "No loitering" signs and "no through traffic" signs shall be installed on the project site. The applicant shall post sign(s) not less than one square foot in area, displaying prominently in addition to such other information as may be deemed desirable, the words "NO LOITERING PURSUANT TO SANTEE MUNICIPAL CODE SECTIONS 9.60.023, 9.60.026" in legible letters not less than two inches in height.
3. The decorative block wall along the west property line of the project site shall be completed.
4. Provide a bond equal to the cost of the installation of all landscaping and irrigation on the project site. The bond shall be maintained for a minimum period of one year after occupancy is granted for the proposed addition. The City shall authorize the release of the landscape bond after the one year period, provided the landscape is established and irrigation system is operational in accordance with the approved landscape and irrigation plans.
5. All landscaping shall be planted and irrigation shall be installed in accordance with the approved landscape and irrigation plans.
6. 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, including along Railroad Avenue, and may include extension of the undergrounding to either side of the project to the nearest existing utility pole.

7. Applicant shall obtain parcel map approval and record the parcel map consolidating the existing development parcels into one parcel. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy and seven sets of prints of the map to the City for their permanent records. The prints shall be bound and stapled. The prints and mylar shall be in accordance with City standards in effect at the time of recordation.
8. Applicant shall dedicate right-of-way along Mission Gorge Road adjacent to the site such that the ultimate right-of-way width to centerline is 55 feet (an approximate 4 foot dedication required).
9. Applicant shall dedicate a 15-foot wide pedestrian access easement on Mission Gorge Road along the north side of the property.

RESOLUTION NO. 071 – 2008

10. Applicant shall relocate existing utility facilities in conflict with any proposed improvements. All proposed utility facilities along the property frontage on Mission Gorge Road and Railroad Avenue shall be located behind the sidewalks and clear of any driveways.
 11. Plant all new trees in and within 10 feet of the public right-of-way with root control barriers.
 12. 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.
- E. Upon certification by the Director of Development Services for occupancy or establishment of the use allowed by Conditional Use Permit P08-04, the following conditions shall apply to the satisfaction of the Director of Development Services:
1. Noise levels shall not exceed the limits established by Title 8, Chapter 8.12 of the Santee Municipal Code. Menu board speakers shall not exceed a noise level of 60dBA. Nevertheless, if reasonable complaints are received from neighboring residents specific to the menu board speakers, the speaker volume shall be adjusted downward upon notification from the City.
 2. Business operations shall be limited to 5 a.m. to 11:30 p.m. Monday through Friday, and 6 a.m. to 11:30 p.m. on Saturday and Sunday.
 3. Truck deliveries shall occur only between 8 a.m. and 8 p.m.
 4. The City Council may periodically review this Conditional Use Permit to ensure that it is being operated in a manner consistent with conditions of approval or in a manner which is not detrimental to the public health, safety, or welfare, or materially injurious to properties in the vicinity. The City Council can revoke or modify a Conditional Use Permit if, after holding a public hearing, it finds that the Conditional Use Permit is not being conducted in an appropriate manner.
 5. All required landscaping shall be adequately watered and maintained in a healthy and thriving condition, free from weeds, trash, and debris.
 6. The parking areas and driveways shall be well maintained.
 7. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises, and shall otherwise conform to the requirements of Title 17 of the Santee Municipal Code.
 8. All groundcover installed pursuant to an approved landscape plan shall provide 100 percent coverage within 9 months of planting or additional landscaping, to be approved by the Director, shall be required in order to meet this standard.

RESOLUTION NO. 071 – 2008

SECTION 4: The terms and conditions of this Conditional Use Permit (P08-04) approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Conditional Use Permit and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 5: 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 6: Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on September 10, 2008.

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

SECTION 8: This Conditional Use Permit (P08-04) expires on September 10, 2011 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.

RESOLUTION NO. 071 – 2008

SECTION 9: The City of Santee hereby notifies the applicant that State Law (SB1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$ 1,926.75. 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.

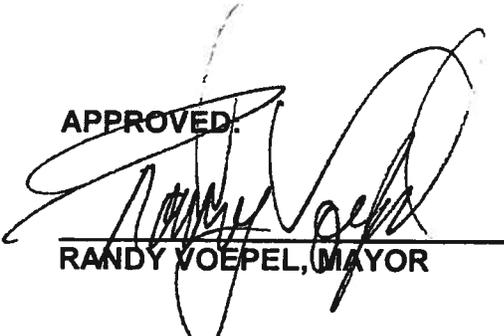
ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of September, 2008, by the following roll call vote to wit:

AYES: JONES, MINTO, VOEPEL

NOES: NONE

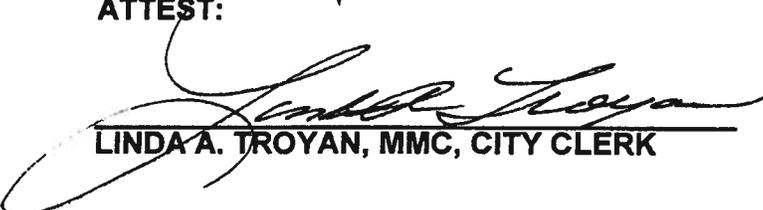
ABSTAIN: DALE, RYAN

APPROVED:



RANDY VOEPEL, MAYOR

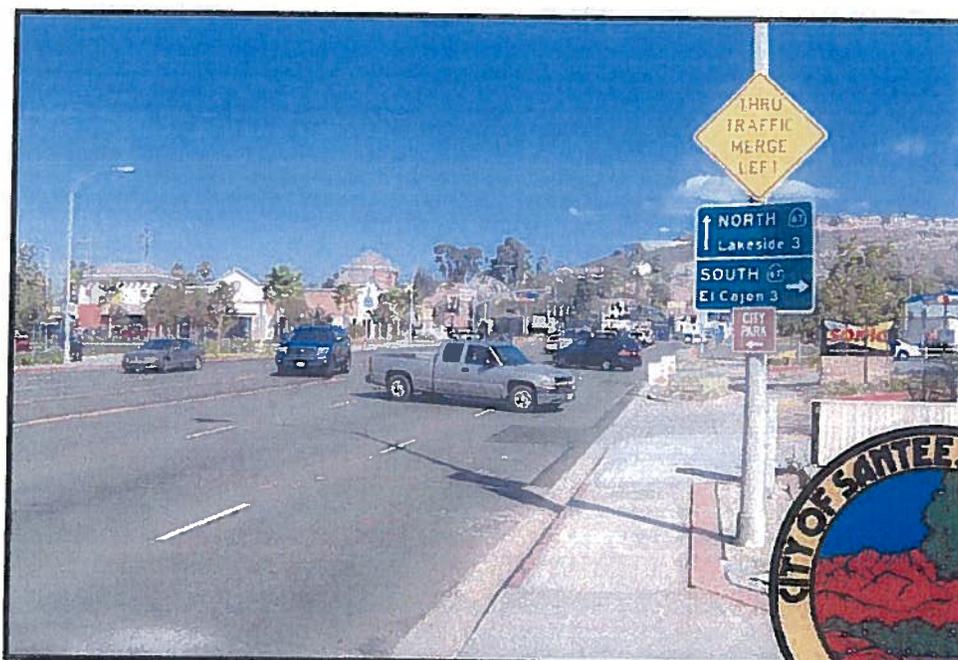
ATTEST:



LINDA A. TROYAN, MMC, CITY CLERK

FY 09/10 Annual Grant Application Highway Safety Improvement Program (HSIP)

Mission Gorge Road Median



**City of Santee
October 8, 2009**

APPLICATION FORM FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDS
Cycle 3 – 2009/2010 Federal Fiscal Year

Applicants seeking Highway Safety Improvement Program (HSIP) funds must use this form. Applicants that do not provide information that is required or do not prepare the application in accordance with general instructions may have their application disqualified. See Exhibit 9-B 'Application Form Instructions for HSIP Funds' for assistance in completing this form.

This entire Application Form must be submitted. Applicants should download the Application Form from the Division of Local Assistance HSIP website at: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_now.htm.

Limit the application to ten (10) pages plus attachments. Do not provide brochures and samples of materials unless they are directly related to a response.

Date: 10/8/09 Caltrans District: 11 MPO: SANDAG

Agency: City of Santee

Total number of applications being submitted by your agency: 2

Rank of this project (each project application must have a different rank): 1

Contact Information:

Position/Title of Contact Person: Principal Traffic Engineer

Name: Minjie Mei, PE

Mailing Address: 10601 Magnolia Ave

City: Santee County: San Diego Zip: 92071

Telephone: 619-258-4100 x189

Email: mmei@ci.santee.ca.us

Project Category: Safety Index Work Type

Project Location (Be brief. See instructions):

Mission Gorge Road from Magnolia Avenue to First Avenue

Description of Proposed Improvements (Be brief. See instructions):

Install 440 feet of median to prevent mid-block left turns to and from Mission Gorge Road and to separate the vehicle traffic on Mission Gorge Road at Magnolia Avenue.

Type of Improvement (check boxes that apply to primary items of work)

- | | |
|--|---|
| <input type="checkbox"/> Roadway illumination (where no lighting exists) | <input type="checkbox"/> New left-turn lane at signalized intersection (with left-turn phase) |
| <input type="checkbox"/> Relocated or breakaway utility poles | <input type="checkbox"/> New left-turn lane at non-signalized intersection |
| <input type="checkbox"/> Traffic signs (general) | <input type="checkbox"/> Two-way left-turn lane |
| <input type="checkbox"/> Curve warning arrows | <input type="checkbox"/> Pavement markings and delineation |
| <input type="checkbox"/> Advance curve warning signs with advisory speed | <input type="checkbox"/> Widen or improve shoulder |
| <input type="checkbox"/> 4-way stop control | <input type="checkbox"/> Flatten side slopes |
| <input type="checkbox"/> Upgrade posts with breakaway supports | <input type="checkbox"/> Realign roadway |
| <input checked="" type="checkbox"/> Upgrade or new median barrier | <input type="checkbox"/> Overlay for skid treatment |
| <input type="checkbox"/> Remove obstacles | <input type="checkbox"/> Reconstruction (combinations and miscellaneous) |
| <input type="checkbox"/> New traffic signals | <input type="checkbox"/> Emergency vehicle priority systems |
| <input type="checkbox"/> Upgrade or new guardrail | <input type="checkbox"/> Bicycle/pedestrian improvements |
| <input type="checkbox"/> Impact attenuators | <input type="checkbox"/> Public transportation facility |
| <input type="checkbox"/> Upgrade traffic signals (includes interconnect) | <input type="checkbox"/> Traffic calming |
| <input type="checkbox"/> Sight distance improvement | <input type="checkbox"/> Red light running detection system |
| <input type="checkbox"/> Construct raised median for traffic separation | <input type="checkbox"/> In-pavement crosswalk lights |
| <input type="checkbox"/> Groove pavement for skid treatment | <input type="checkbox"/> Other (Describe below) |
| <input type="checkbox"/> Turning lanes and traffic channelization | |
| <input type="checkbox"/> New left-turn lane at signalized intersection (with no left-turn phase) | |

Do the proposed improvements include Intelligent Transportation System (ITS) components as defined in Chapter 12.6 of the Local Assistance Program Guidelines? YES NO

Does the project include improvements on the State Highway System? YES NO

If YES, is this a 'joint-funded project' as described under Section 9.6? YES NO

(If yes, a letter of support from Caltrans must be attached.)

Is the improvement at an intersection or on a section of road? Select primary one. If it is a road section, indicate section length.

Intersection

Road Section Section Length (Miles): .1

Posted Speed Limit – primary road (mph): 35

Functional Classification (select one): 12-Urban Principal Arterial - Other Fwys or Expwys

Visit http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/ to determine the functional classification.

Current Average Daily Traffic (all directions) Required for Safety Index Project: 32,500

Year of Traffic Count: 2008

Traffic Collision Information - Required for Safety Index Project:

Time Period (3 years min.; 10 years max.)	<u>June 1, 1999 to May 31, 2009</u>		
Collision Type	Fatal	Injury	Property Damage Only (PDO)
Number of Collisions (NOT Number of Victims)	<u>0</u>	<u>14</u>	<u>55</u>

Caltrans will calculate the Safety Index for all project applications that contain sufficient data to compete under the Safety Index Project Category. See the HSIP SI Calculation Procedure for assistance and additional details.

Project Cost Estimate

Identify all costs associated with the project, rounded to the nearest \$100.

Preliminary Engineering

Environmental	<u>\$2,000.00</u>
PS&E	<u>\$38,800.00</u>

Right of Way

Engineering	<u>\$0.00</u>
Appraisal and Acquisition	<u>\$0.00</u>
Utilities.....	<u>\$0.00</u>

Construction

Construction Engineering	<u>\$19,400.00</u>
Construction	<u>\$194,000.00</u>

Subtotal \$254,200.00

Contingencies (10% of Subtotal; max) \$25,400.00

Total Project Cost..... \$279,600.00

***Federal Funds Requested** \$251,640.00

Local or other funds \$27,960.00

Preliminary Engineering costs should not exceed 25% of Construction costs
Right of Way costs should not exceed 10% of Construction costs
Construction Engineering costs should not exceed 15% of Construction costs

*Amount must not exceed \$900,000 or 90% of Total Project Cost, whichever is less

The following three (3) questions will be used to rate projects competing under the Work Type category. Safety Index projects that do not get funded under the SI category will also be rated as a Work Type project using these questions. All applications should contain answers to these 3 questions.

1. **IDENTIFICATION AND DEMONSTRATION OF NEED** (20 points)

Provide some background information about the problem. How was the problem identified? How long has the problem existed? Have other countermeasures been deployed? Describe the primary cause(s) of the collisions that have occurred at the location. Are there patterns in the crash types? Given that other problems may exist within the applicant's jurisdiction, explain why this problem was chosen to compete for federal safety funds. Reference any collision data, traffic data, community surveys, reports, plans, etc. to support the problem. Attach pictures, maps, exhibits, data, diagrams, etc. to illustrate the problem.

Mission Gorge Road is a prime arterial with three lanes in each direction in the City of Santee. It carries the highest traffic volumes in the City and also has the most number of collisions. The subject section of Mission Gorge Road has a posted speed limit of 35 MPH and carries 32,600 vehicles a day. It is located between First Street and its intersection with Magnolia Avenue which is the busiest intersection in the City. Railroad Avenue intersects with this section of Mission Gorge Road at an angle on the south side of the street.

The project was developed after reviewing patterns at the high collision locations throughout the City. Over the past ten years there have been 55 collisions along this short section of roadway of 440 feet. A majority of them, 37 (67% of total), were the more severe T-bone type collisions resulting from vehicles making a left turn to or from Railroad Avenue or driveways across three lanes of heavy traffic on Mission Gorge Road. The location stands out due to its high number of collisions with a predominant right-angle pattern which is clearly correctable with the construction of a center median barrier.

Photos of the proposed location and collision diagrams can be found in the appendix.

To reduce the number of collisions, the City initially installed delineators to eliminate the left turns at Railroad Avenue. However, the large volume of traffic on Mission Gorge Road, especially truck traffic, often knock the delineators off leaving gaps that cars try to fit through. In addition, this temporary measure only addressed the issues at Railroad Avenue but did not address the entire section. A permanent solution will be to install a raised median which will eliminate this safety issue in the future and potentially reduce the collisions along this stretch of Mission Gorge Road by 67 percent.

Scoring Rubrics:

- Applicant provides a clear, detailed description of the safety risks and problems for the location; Cites recent collision facts with documentation; Explains primary causes and patterns of collision history; Attaches collision diagram and collision summary table; Includes warrant studies for

installing traffic control devices; Explains the methodology used to prioritize and select the location for improvement; References and connects the Strategic Highway Safety Plan (SHSP) Challenge Areas and Safety Needs Action Plans (SNAPs) to the problem; Confirms location is included in California's 5% Report. (16-20 points)

- Applicant provides a brief description of the safety risks and problems; cites recent collision facts without documentation; explains primary causes and patterns of collision history; includes some documentation of data sets used to identify the problem and explains the methodology used to prioritize and select the location for improvement. (11-15 points)
- Applicant provides a vague description of the safety risks and problems; cites recent collision facts without documentation; does not explain primary causes and patterns of collision history; does not include documentation of data sets used to identify the problem; does not explain the methodology used to prioritize and select the location for improvement. (6-10 points)
- Applicant provides little or no information regarding the safety risks, problems, causes, patterns, and methodologies; does not cite or provide supporting documentation. (0-5 points)

2. POTENTIAL FOR PROPOSED IMPROVEMENT TO CORRECT OR IMPROVE THE PROBLEM (20 points)

Describe how the proposed solution will improve the traffic safety at or near the project site. Clearly demonstrate the connection between the problem and the proposed solution. What other countermeasures were considered? Does the proposed solution provide safety benefits for all modes of travel? Does the countermeasure reduce speed? Increase visibility? Reduce collision severity? Reduce the occurrence of specific crash types? Enhance safety for persons with disabilities? Explain why the proposed solution is the preferred alternative.

In the past ten years there have been 55 collisions along Mission Gorge Road between Magnolia Avenue and First Street. The majority of the collisions, 67%, have been the more severe T-bone type collisions with 12 of them resulting in injuries. The proposed solution will install a raised center median along this section of Mission Gorge Road. The improvement will prevent vehicles from making left turns to and from Railroad Avenue and the adjacent driveways and will eliminate the T-bone type collisions due to cross traffic.

The proposed project will also improve safety for pedestrians and bicyclists as vehicles making left turns from Mission Gorge Road often do not pay attention to them as they quickly cross the three lanes of high speed oncoming traffic.

To reduce the number of collisions, the City initially installed delineators to eliminate left turns onto Railroad Avenue from Mission Gorge Road as a temporary measure. However, it only addressed the issues at Railroad Avenue and did not address the rest of the section where the majority of the collisions occurred, and it has become a maintenance issue due to knock-downs which has often rendered the system ineffective. A permanent raised median would eliminate the safety issue in the future and reduce the collisions along this stretch of Mission Gorge Road by 67 percent based on the collision history in the last ten years.

The proposed solution is the preferred alternative because it is virtually 100% effective and relatively low-cost and low maintenance.

Scoring Rubrics:

- Applicant provides a clear, detailed description of the potential for the proposed improvement to correct or improve the problem; demonstrates the connection between the problem and how the proposed solution will correct or improve it; cites investigation into other countermeasures to compare costs, collision reduction factors, and benefits; explains how proposed improvements benefit and provide safety to other modes of travel; provides documentation on proposed countermeasures effectiveness in correcting problem and why it is the preferred alternative; cites and correlates actions contained in the Implementation of the Strategic Highway Safety Plan (SHSP) to the proposed solution. (16-20 points)
- Applicant provides a brief description of the potential for the proposed improvement to correct or improve the problem; demonstrates the connection between the problem and how the proposed solution will correct or improve it; does not cite investigation into other countermeasures to compare costs, collision reduction factors, and benefits; briefly explains how proposed improvements benefit and provide safety to other modes of travel; provides some documentation on proposed countermeasures effectiveness in correcting problem. (11-15 points)
- Applicant provides a vague description of the potential for the proposed improvement to correct or improve the problem; poorly demonstrates the connection between the problem and the how the proposed solution will correct or improve it; does not investigate or document other countermeasures to compare costs, collision reduction factors, and benefits; does not explain how proposed improvements benefit and provide safety to other modes of travel; provides minimal documentation on proposed countermeasures effectiveness in correcting problem. (6-10 points)
- Applicant provides little or no information regarding the potential for the proposed improvement to correct or improve the problem; does not provide documentation or explanations to support the selection of the countermeasure. (0-5 points)

3. POTENTIAL FOR TIMELY IMPLEMENTATION OF PROJECT (10 points)

Describe the time frame to implement the project. Identify any potential barriers to a timely implementation. Are there likely environmental issues that could delay the project? Are there seasonal considerations for the construction period? Are all construction improvements within existing public rights of way? Have other local, regional or state funds been targeted for the project that have not yet been secured? Is there community support for, or opposition to the project?

The City of Santee is committed to delivery this project in a timely manner. The project would proceed immediately following approval of the funding. The entire project will be constructed in the existing City owned right-of-way and there are no environmental or other concerns that would delay the project delivery. It is anticipated that the project would be environmentally cleared with a NEPA Categorical Exclusion and CEQA Categorical Exemption. Matching funds have already been secured through local City funds. The project has strong community support as expressed by the requests of many concerned citizens to address the

safety issues. It is anticipated that the project would be constructed by the winter of 2010.

Complete the Implementation Schedule below. Assume the project is amended into the FTIP on January 1, 2010.

IMPLEMENTATION SCHEDULE

Request Authorization to Proceed with Preliminary Engineering	<u>February 1, 2010</u>
Request Authorization to Proceed with Construction	<u>July 1, 2010</u>
Complete Construction of Project	<u>November 1, 2010</u>

Scoring Rubrics:

- Applicant provides evidence that there are no barriers or issues that will delay the project; implementation schedule is realistic and consistent with the barrier assessments provided by applicant. (7-10 points)
- Applicant identifies barriers or issues that may delay the project; explains actions and time it will take to remediate and resolve; estimates maximum and minimum durations of the delay; implementation schedule is realistic and consistent with the barrier assessments provided by applicant. (4-6 points)
- Applicant provides little or no information on barriers or issues that may delay the project; does not explain actions it would take to resolve potential issues; implementation schedule is optimistic and inconsistent when compared to other similar projects. (0-3 points)

In addition to the 3 questions above, the following factors will also be used to rate project applications:

Agency's Past Performance of Delivering Federal-aid Projects (5 points)

Scoring Rubrics:

- Caltrans will review the delivery history of the applicant to determine the score. Agencies that have had a federal-aid project on the Inactive List during the last 4 quarters (July 2008 through June 2009) will receive zero points. Applicants that have not had a project on the Inactive List will receive 5 points.

Application Attachments (10 points)

1. Vicinity map
2. Project map showing existing and proposed conditions
3. Photographs
4. Warrant studies (required when applicable to proposed improvement)
5. Collision diagram and collision summary report (required for Safety Index projects)
6. Detailed Engineer's Estimate (required for all projects)
7. Letter of Support from Caltrans (required for joint funded projects only)

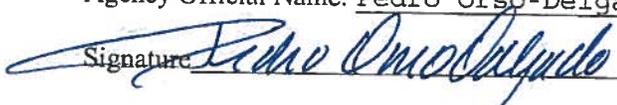
Scoring Rubrics:

- Caltrans will review the attachments to determine the score. 10 points will be awarded to applications that contain all of the attachments applicable for the type of improvement. Two (2) points will be deducted for each attachment that is missing from the list above, up to a maximum of 10 points, resulting in a net score of zero (0).
- Any application that does not include a Detailed Engineer's Estimate will be disqualified.
- Any application that does not include a Warrant Study for an improvement that requires a warrant study to justify the installation of a particular traffic control device will be disqualified.
- Any application submitted as a joint funded project with Caltrans that does not include a letter of support will be disqualified.
- Any application submitted as a Safety Index project that does not include a collision diagram and collision summary report will be placed under the Work Type category and will not be eligible to compete for SI funding.

APPLICATION SIGNATURES

An agency official representing the applicant must sign the application. The undersigned affirms that the statements contained in the application package are true and complete to the best of the applicant's knowledge. The undersigned also affirms that the applicant's agency owns, operates and maintains the facility upon which the proposed improvements will be constructed. If portions of the improvements extend into areas where the applicant has no jurisdictional authority, a notation must be made that officials representing the affected local agencies support the project. In the notation, provide names and telephone numbers of whom to contact for corroboration. Only one agency official needs to sign the application. "Agency Official" means Director, Assistant Director, Executive Director, Assistant Executive Director, or their respective designated administrators, engineers, or planners.

Agency Official Name: Pedro Orso-Delgado, PE

Signature 

Date 10/7/09

Title: Director of Development Services

Phone Number: 619-258-4100 x167

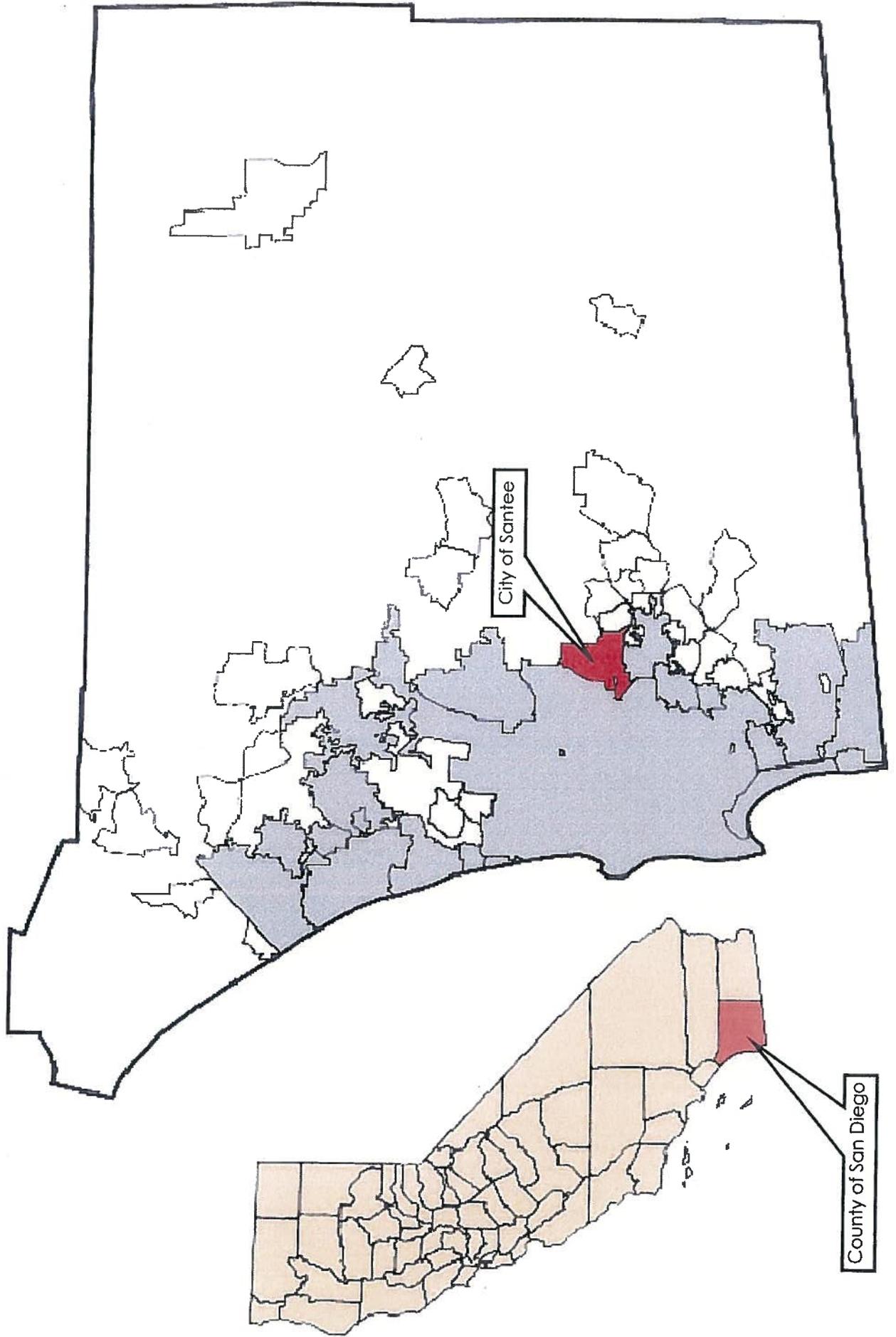
E-mail: (If available)

Notation: (If applicable)

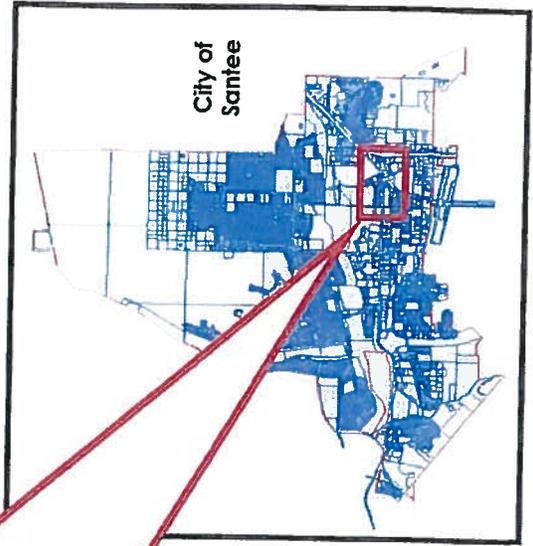
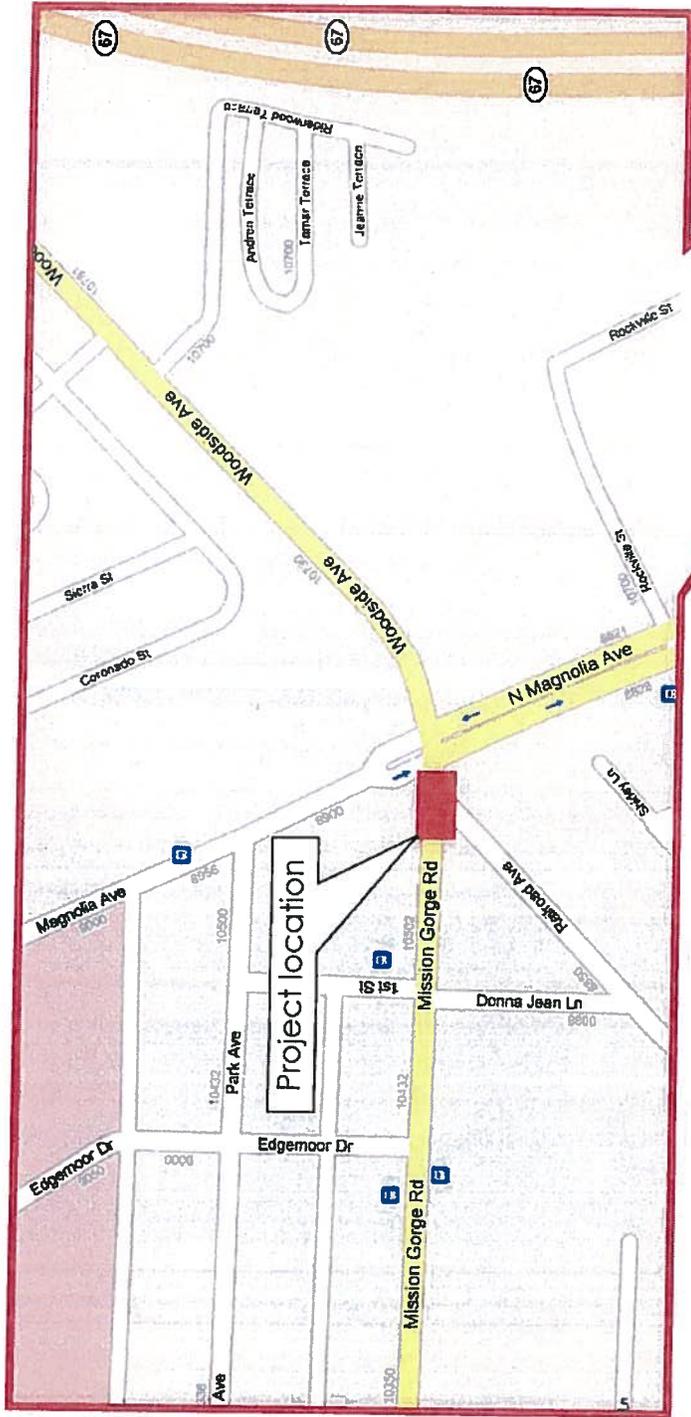
Submit original plus one copy of your application to your District Local Assistance Engineer (DLAE) by the due date.

APPENDIX

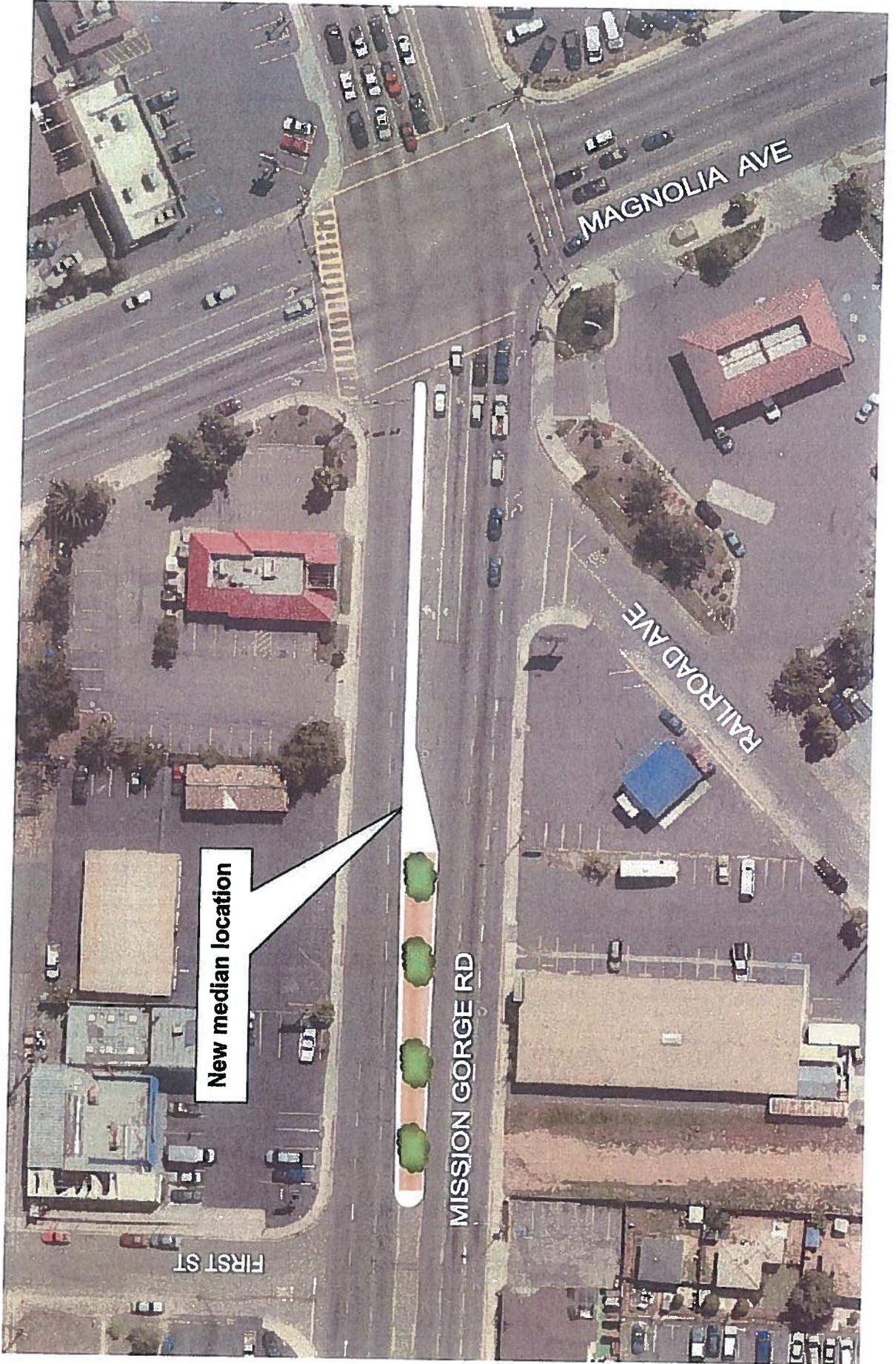
City of Santee, Regional Map



Project Vicinity Map



Mission Gorge Road Median Project Overview



Photos

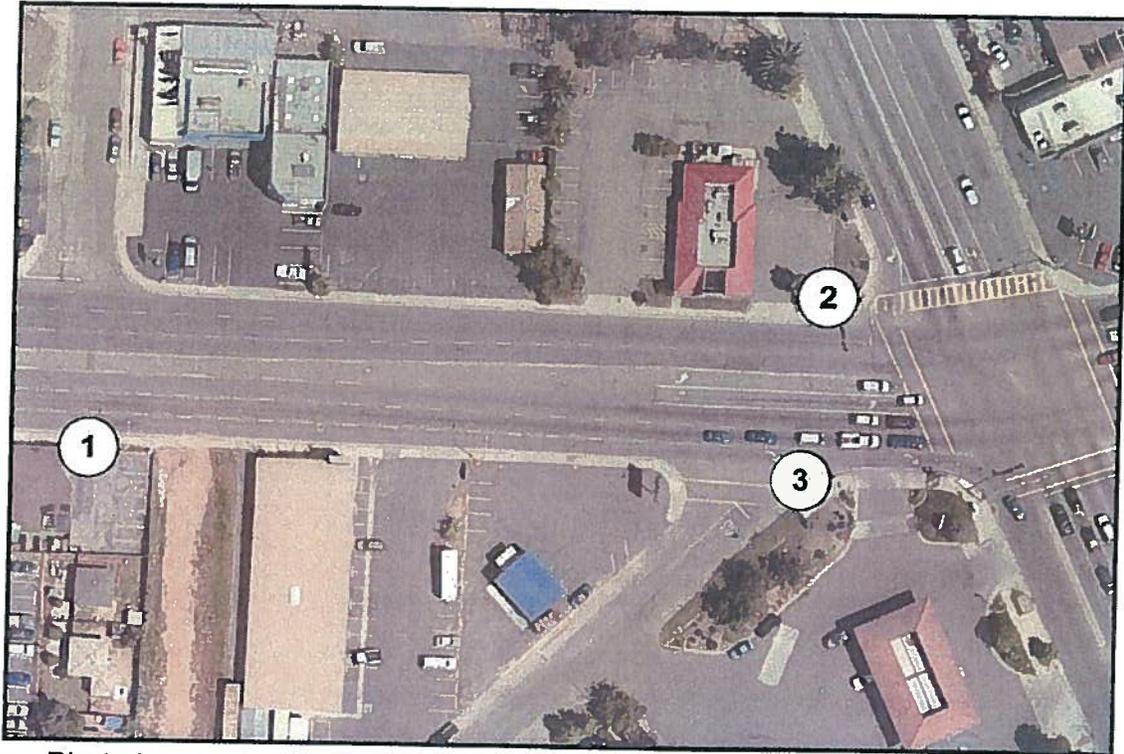
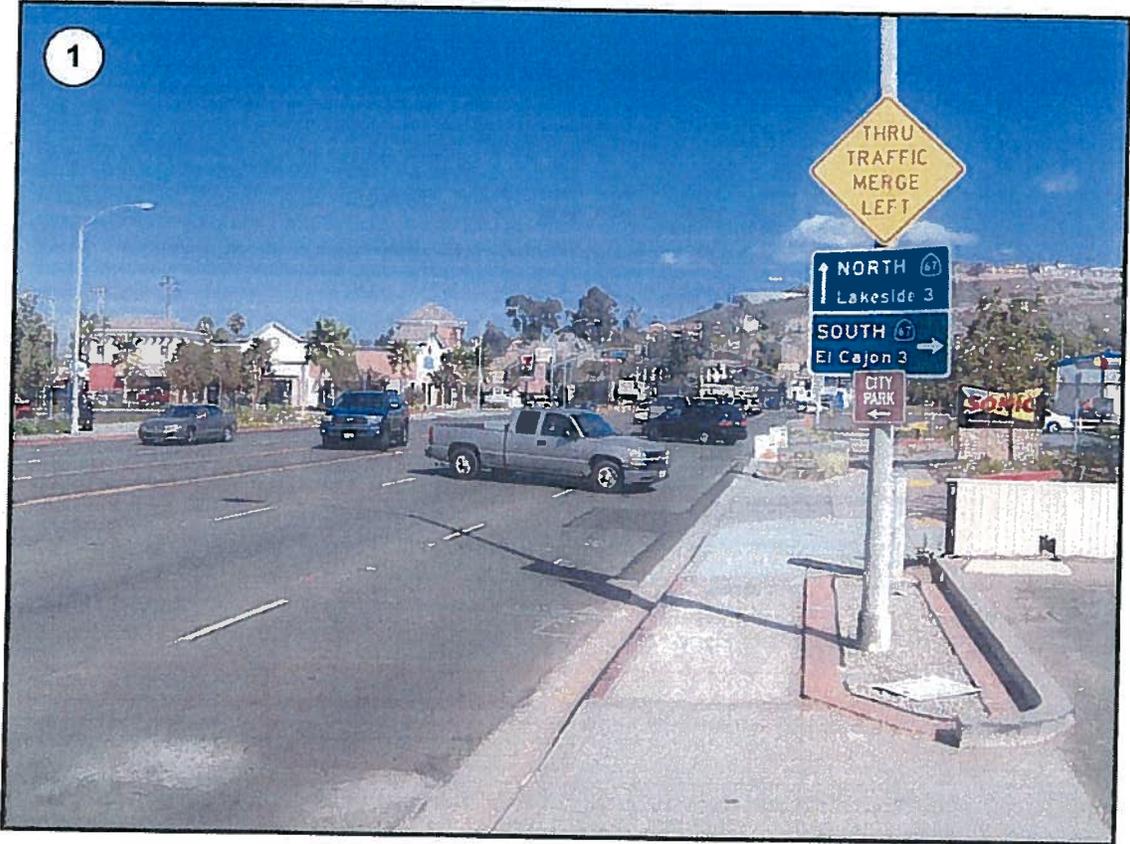


Photo location map





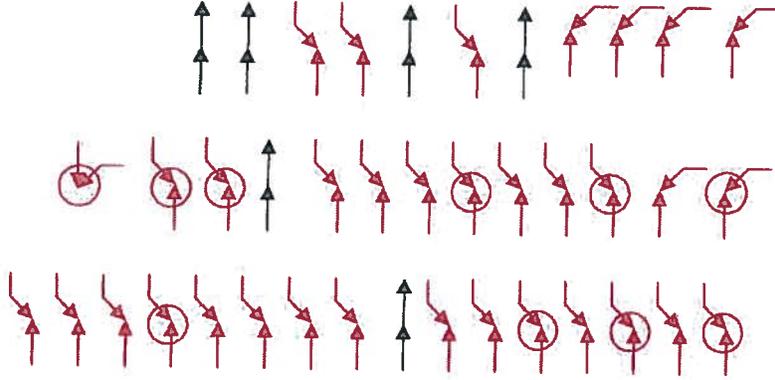
FIRST STREET

MISSION GORGE RD

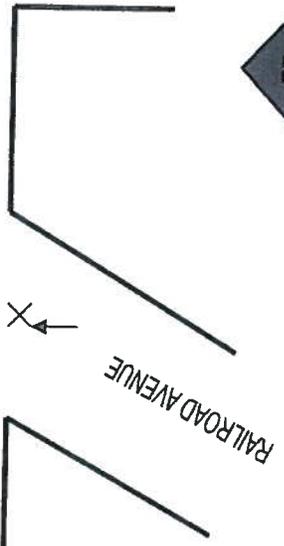
MAGNOLIA AVE - FIRST ST

COLLISION DATA 6/1/99-5/31/09

MANGOLIA AVENUE



↑	-	18 Rear-end type collisions
↑ ↘ ↑	-	29 T-Bone type collisions correctable by median
○	-	8 T-Bone type collisions correctable by median
○	-	Injury collisions
X	-	Pedestrian involved in collision



MANGOLIA AVENUE

RAILROAD AVENUE



NOT TO SCALE

Collision Summary Table

Mission Gorge Road - Magnolia Ave to First St

6/1/1999 to 5/31/2009

Total Number of Collisions	Injury Collisions	Fatal Collisions	Property Damage Only	Correctable with Median
55	14	0	41	36

Summary:

In the past ten years there have been 55 collisions along Mission Gorge Road between Magnolia Avenue and First Street. The majority of the collisions, 36 out of the 55, have been the more severe T-bone type collisions resulting from vehicles making left turns to or from Mission Gorge Road. Of the 14 injury related collisions, 12 of them were resulting from vehicles making a left turn to or from Mission Gorge Rd and would be correctable with the construction of a center median that would prohibit these left turns.

**Detailed Engineer's Estimate
For Construction Items Only**

Agency	City of Santee					Date:	9/30/2009
Project Description	Install 440 feet of median to prevent mid-block left turns to and from Mission Gorge Road and to separate the vehicle traffic on Mission Gorge Road at Magnolia Avenue.						
Project Location	Mission Gorge Road from Magnolia Avenue to First Avenue						
Prepared by	J. Morgan, Associate Traffic Engineer, City of Santee						
Item No.	Item Description	Quantity	Units	Unit Cost	Total		
1	Mobilization	1	LS	\$5,000.00	\$5,000		
2	Demolition of existing roadway	4500	SF	\$5.00	\$22,500		
3	Curb and Gutter	900	LF	\$35.00	\$31,500		
4	Concrete median	950	SF	\$12.00	\$11,400		
5	Landscaping and Irrigation	1	LS	\$40,000.00	\$40,000		
6	Water meter and connection	1	LS	\$20,000.00	\$20,000		
7	Traffic control	1	LS	\$35,000.00	\$35,000		
8	Utility relocation	1	LS	\$20,000.00	\$20,000		
9	Vehicle detection replacement	1	LS	\$8,000.00	\$8,000		
				TOTAL:	\$193,400		

City of Santee
COUNCIL AGENDA STATEMENT

6B

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION APPROVING TERMINATION OF THE SAN DIEGO POOLED INSURANCE PROGRAM AUTHORITY (SANDPIPA) JOINT POWERS AUTHORITY AND AMENDMENTS TO THE JOINT POWERS AGREEMENT**

DIRECTOR/DEPARTMENT Jodene Dunphy, HR & Risk Management Director *Janice JP*

SUMMARY

In late 1982, several small cities in San Diego County joined together to group purchase insurance coverage. In 1986, the commercial liability insurance market deteriorated to the point that municipalities could not purchase coverage at "reasonable terms." At that time, the group expanded to provide a liability insurance pool with the specific goal of establishing stable annual member contributions resulting in the formation of the SANDPIPA JPA which includes the following twelve member cities: Chula Vista, Coronado, Del Mar, Encinitas, Escondido, Imperial Beach, Lemon Grove, National City, Oceanside, Santee, Solana Beach and Vista.

The City of Santee is self-insured for liability insurance up to \$150,000 per claim and participates in a joint risk liability insurance pool with the other eleven member cities. On March 26, 2015, after nine of the twelve member cities submitted formal notice indications to withdraw from SANDPIPA, the SANDPIPA Board voted to: 1) join the California State Association of Counties-Excess Insurance Authority (CSAC-EIA) as a group purchase for liability coverage at the members' individual retentions effective July 1, 2015 for the Fiscal Year 2015/16 program year, and 2) to approve a Resolution (provided in the agenda material) for a process to dissolve SANDPIPA beginning July 1, 2016, after which time each individual city may stay with CSAC-EIA or consider other alternatives for liability insurance. Every member city is required to submit the attached resolution to its respective City Council for approval by May 21, 2015. The Resolution provides for changes to the SANDPIPA Joint Powers Agreement to allow for each member city's board member to be involved in the dissolution process. In addition, the changes to the Joint Powers Agreement will also allow dividends to continue being paid to member cities throughout the dissolution process.

ENVIRONMENTAL REVIEW

N/A

FINANCIAL STATEMENT *m*

The current Fiscal Year 2014/15 premium for liability coverage through SANDPIPA is \$227,095 with a \$150,000 self-insured retention. The Fiscal Year 2015/16 premium would have increased to \$272,514 with SANDPIPA. Santee's Fiscal Year 2015/16 premium for CSAC-EIA is estimated at \$193,988 plus Santee's share of the SANDPIPA run-off administrative expenses of \$45,665 for a total of \$239,653. This is a \$32,861 savings in Fiscal Year 2015/16 by joining CSAC-EIA.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *JED*

Approve the resolution authorizing the San Diego Pooled Insurance Agency (SANDPIPA) to terminate and authorizing SANDPIPA member to make the appropriate changes to the Joint Powers Agreement.

ATTACHMENTS (Listed Below)

1) Resolution and 2) Joint Powers Agreement with Proposed Changes

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
APPROVING TERMINATION OF THE SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY (SANDPIPA) JOINT POWERS AUTHORITY AND AMENDMENTS TO THE
JOINT POWERS AGREEMENT**

WHEREAS, the City is a member of a joint powers authority, the "SAN DIEGO COUNTY CITIES JOINT POWERS AGREEMENT FOR RISK MANAGEMENT SERVICES AND RELATED INSURANCE COVEAGES CREATING THE SAN DIEGO POOLED INSURANCE PROGRAM AUTHORITY FOR MUNICIPAL ENTITIES (SANDPIPA)"; and

WHEREAS, the SANDPIPA Board, representing the member agencies, has determined that it is in the best interest of SANDPIPA members and in the public interest that SANDPIPA should be terminated, and its assets distributed to members per the Joint Powers Agreement;

NOW, THEREFORE, the City of Santee hereby provides its written consent to the termination of SANDPIPA per Article 25 of the Joint Powers Agreement, effective July 1, 2016, with SANDPIPA to continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Authority.

FURTHER, the City hereby agrees to an amendment of the Joint Powers Agreement, substituting "the Board of Directors" for "The Executive Committee" in Article 25.B of the Joint Powers Agreement, so that powers of the Authority for purposes of winding up and dissolving the business affairs of the Authority will be vested in the Board of Directors.

FURTHER, the City hereby agrees to an amendment of the Joint Powers Agreement in Article 25.A adding "distribution of dividends," after "disposing of all claims," so that the Board of Directors is expressly authorized to continue to distribute dividends, in accordance with the "plan document" referenced in Article 26, during the period of winding up and dissolving the business affairs of the Authority. The following language is added to Section 25A: "Withdrawn or cancelled members are entitled to participate in dividend distribution after accounting for their Board determined share of administrative expenses."

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 22nd day of April 2015, by the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CITY CLERK

**SAN DIEGO COUNTY CITIES JOINT POWERS AGREEMENT
FOR RISK MANAGEMENT AND RELATED INSURANCE COVERAGES
CREATING THE SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY FOR MUNICIPAL ENTITIES
(SANDPIPA)**

WHEREAS, certain signatory members of the San Diego County Cities Joint Powers Agreement for Risk Management and Related Insurance Coverages desire to create a separate and independent joint powers authority for the purpose of establishing and administering an insurance program involving risk sharing; and

WHEREAS, participation by eligible municipal entities shall be wholly voluntary; and

WHEREAS, Government Code Section 6500 et seq. provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties; and

WHEREAS, Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, Government Code section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, each of the parties to this agreement desires to join together with the other parties for the purpose of pooling certain self-insured claims and losses, as provided in Government Code Section 990.8, and jointly purchasing excess insurance and administrative services in connection with an insurance program for said parties;

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this agreement by other public entities, it is hereby agreed that San Diego Pooled Insurance Program Authority For Municipal Entities be created as follows:

**SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY FOR MUNICIPAL ENTITIES**

This agreement is made and entered into the County of San Diego, State of California, by and among the cities organized and existing under the laws of the State of California, hereinafter referred to collectively as "cities" and individually as "city," which are parties signatory to this agreement. Said cities are sometimes referred to herein as "parties."

ARTICLE 1
DEFINITIONS

The following definitions shall apply to the provisions of this agreement:

- A. "Assessment" shall mean the amount due and payable by the city in excess of the premium for valid claims.
- B. "Auditor" shall mean that person appointed by the board who is required to draw warranties on behalf of the authority and provide for an annual audit, in accordance with the law and the bylaws.
- C. "Authority" or "SANDPIPA" shall mean the San Diego Pooled Insurance Program Authority for Municipal Entities created by this agreement.
- D. "Board of Directors" or "Board" shall mean governing body of the Authority.
- E. "City" or "cities" shall mean general law or charter cities, established under the laws of the State of California, which are signatory members of the authority; provided, however, that this definition shall not be construed to prevent the Authority from extending insurance coverage to any subsidiary, conditions approved by the board.
- F. "Claim" shall mean demands made against the cities which are within the Authority's insurance program.
- G. "Clerk" shall mean the person of the Authority who is so appointed by the board under the bylaws.
- H. "Earned premium" shall mean earned premium as defined in the California Insurance Code.
- I. "Excess Insurance" shall mean that insurance which may be purchased on behalf of the Authority to protect the funds of the cities against catastrophic losses or an unusual frequency of losses during a single year.
- J. "Executive Committee" shall mean the Executive Committee of the board of Directors of the Authority.
- K. "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority.
- L. "Incurred Loss" shall mean total expenses for payment of a claim, including reserves therefore.
- M. "Insurance" shall mean self-insurance through risk-pooling funded program, and/or any commercial insurance contract, and the context requires.

- N. "Insurance Program" shall mean insurance and risk management programs offered by or through the Authority.
- O. "Insurance Year" shall mean a period of time, usually twelve (12) months, determined by the Executive Committee into which each element of the insurance program is segregated for ease in determining premiums, incurred losses, and assessments.
- P. "Memorandum of Insurance" shall mean the basic liability self-insurance program funded by risk-sharing, issued through the Authority in policy form.
- Q. "Premium" shall mean the amount determined by the Board annually as necessary to fund the insurance program of the Authority.
- R. "Pro forma statement" shall mean a projection of estimated losses, expenses, premiums, assessments, and other revenues for a reasonable period, for any insurance offered by the Authority.
- S. "Program Underwriter" shall mean an individual or legal entity, either under contract or employed by SANDPIPA, to provide underwriting services.
- T. "Reserves" shall mean funds not yet committed to the payment of a valid claim but held for the payment of the claims.
- U. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, sharing, and eliminating risk. Risk management includes various elements of insurance, law, administration, technology, accounting, and general business to effectively manage hazards and losses to which member cities may be exposed.
- V. "Risk Manager" shall mean the manager of day-to-day affairs of the authority, appointed by the board.
- W. "Risk pooling or sharing" shall mean any common fund: (1) which is composed of cash, investments permitted by Government Code Section 53601 et seq., or other assets; (2) to which two or more members of the Authority have agreed to contribute in accordance with the terms of the contract or memorandum of insurance of insurance in which participation is voluntary; (3) from which claims and risk management costs of any contributor to that common fund shall be paid; and (4) which operates in accordance with this joint powers agreement.
- X. "Self-insurance" shall mean providing for claims, losses, and risk management by risk-pooling and the maintenance of reserve funds by the city.
- Y. "Self-insured retention" or "retained limit" shall mean the amount below which a city is liable, at its own expense, under the Memorandum of Insurance.

- Z. "Underwriting Committee" shall mean standing committee to be established by the Board, comprised of a chairman (elected from the Board) and two or more members-at-large from participating agencies.

ARTICLE 2 PURPOSES

This agreement is entered into by cities pursuant to the provisions of the Government Code Sections 990.4, 990.8, and 6500 et seq. in order to provide comprehensive and economical public liability coverage and coverage for other risks to which the Board of Directors may agree. Additional purposes are to reduce the amount of frequency of losses and to decrease the cost incurred by cities in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the power of such cities jointly in the creation of a separate entity, the San Diego Pooled Insurance Program Authority For Municipal Entities (the "Authority"), to administer an insurance program pursuant to which the cities will pool certain losses, claims, and funds, jointly purchase excess insurance (if available) and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal, and related services.

It is also the purpose of this agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, of such additional cities as may desire to become parties to this agreement and members of the Authority, subject to approval by the Board of Directors.

ARTICLE 3 PARTIES TO THE AGREEMENT

Each party to this agreement certifies that it intends to and does contract with all other parties who are signatories of this agreement and, in addition, which such other parties as may later be added as parties to and signatories of this agreement pursuant to Article 21. Each party to this agreement also certifies that the deletion of any party from this agreement, pursuant to articles 22 and 23, shall not affect this agreement nor such party's intent to contract, as described above, with the other parties to the agreement then remaining.

ARTICLE 4 TERMS OF THE AGREEMENT

This agreement shall become effective upon the first day it has been executed by two cities.

ARTICLE 5 CREATION OF AUTHORITY

Pursuant to section 6500 et seq. of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the San Diego Pooled Insurance Program Authority For Municipal Entities. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this agreement or to any city.

ARTICLE 6
POWERS OF AUTHORITY

- A. The Authority shall have the powers common to cities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
1. To make and enter into contracts, including contracts of insurance and self-insurance for it's members providing the risk-pooling or sharing, whether or not subject to regulation under the insurance code, to the extent and in the manner permitted under Government Code Sections 990.4, 990.8, and 6508, or any other provisions of law;
 2. To incur debts, liabilities, or obligations;
 3. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, or other forms of assistance from persons, firms, corporations, and governmental entities;
 4. To sue and be sued in its own name; and
 5. To exercise all powers necessary and proper to carry out the terms and provisions of this agreement, or otherwise authorized by law.
- B. Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

- A. The Authority shall be governed by the board of Directors which is hereby established and which shall be composed of one representative from each city, who shall be selected by the city manager of that city. Each city in addition to appointing its members of the Board, shall appoint at least one alternate. Each director and each alternate shall have a staff employee of that city. The alternate appointed by a city shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- B. Each director or alternate of the board shall serve until a successor is appointed. Each director or alternate shall serve at the pleasure of the city by which he or she has been appointed.
- C. Each director or alternate shall have one vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors of the Authority shall have the following powers and functions:

- A. The Board shall elect from its members, pursuant to Article 10 of this agreement, an Executive Committee.
- B. The Board may review all acts of the Executive Committee and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of the entire Board of Directors.
- C. The Board shall review, modify, if necessary, and approve the annual operating budget of the Authority prepared by the Executive Committee, pursuant to Article 11(d).
- D. The Board shall receive and review periodic accounting of all funds under Articles 16 and 17 of this agreement.
- E. The Board shall have the power to conduct, on behalf the Authority, all business of the Authority, including that assigned to the Executive Committee which the Authority may conduct under the provisions hereof and pursuant to law.
- F. The Board shall have such other powers and functions as are provided for in this agreement or in the bylaws.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

- A. **Meetings.** The Board shall provide for it's regular adjourned regular, and special meetings upon call of the president of the Board; provided, however, that it shall hold at least one regular meeting annually, as set forth in the bylaws.
- B. **Minutes.** The clerk of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each city.
- C. **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those members present at a meeting shall be sufficient to constitute action by the Board, except as otherwise specifically set forth in this agreement or in the bylaws.

- D. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions for the Ralph M. Brown Act, Government Code section 54950 et seq.

ARTICLE 10
EXECUTIVE COMMITTEE

- A. There shall be an Executive Committee of the Board of Directors which shall consist of at least three members, as provided in the bylaws. The members of the Executive Committee shall include the president of the Board of Directors; the remainder of the members shall be elected by the Board of Directors from its members, as provided in the bylaws.
- B. Vacancies on the Executive Committee shall be filled as provided in the bylaws.

ARTICLE 11
POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee may be delegated the following powers:

- A. Determine details of and select the insurance program of the Authority.
- B. Determine and select all insurance, including excess insurance, necessary to carry out the programs of the Authority.
- C. Have Authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control, legal defense, and risk management consulting.
- D. Cause to be prepared the operating budget of the Authority for each fiscal year, subject to review, modification, and approval by the Board, as provided for in Article 8(c).
- E. Receive and act upon reports of the risk manager and committees of the Authority, as provided in the bylaws.
- F. The authority to hire persons as the Executive Committee deems necessary for the administration of the Authority.
- G. Exercise general supervisory and policy control over the risk manager.
- H. Direct investment of funds collected by the Authority.
- I. Such other powers and functions as are provided for pursuant to this agreement.

ARTICLE 12
MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee shall be held and conducted as provided in the bylaws. The Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities.

ARTICLE 13
OFFICERS OF THE AUTHORITY

- A. President and Vice President. The Board shall elect a president and vice president of the Authority at its first meeting in January of even-numbered years, each to hold office until a successor is elected. In the event the president or vice president so elected ceases to be a member of the Board, the resulting vacancy in the office of president or vice president shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Executive Committee may appoint an interim president or vice president pending action by the Board of Directors. In the absence or inability of the president to act, the vice president shall act as president. The president, or in his or her absence the vice president, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.
- B. Treasurer. The treasurer shall be appointed by the Board. The duties of the treasurer are set forth in Articles 16 and 17 of this agreement.
- C. Attorney. The Board shall appoint an attorney for the Authority.
- D. Other Officers. The Board shall have the power to appoint, or to delegate to the Executive Committee the power to appoint, the auditor and clerk and such other officers as may be necessary to carry out the purpose of this agreement.

ARTICLE 14
INSURANCE COVERAGE

- A. The Authority shall maintain levels of insurance coverage for cities determined by the Board of Directors to be reasonably adequate.
- B. The insurance coverages provided by the Authority may include protection for motor vehicle, personal injury, property damage, errors and omissions, contractual, or comprehensive general liability, or such other areas of coverage as the Executive Committee may recommend to the Board.
- C. Upon Request, a city tendering a claim under any risk sharing insurance program of the Authority shall be entitled to select a legal defense firm from among those acceptable to under contract with the Authority.

- D. The Board may arrange for a group policy to be issued for cities interested in obtaining additional coverage at an additional cost to those cities.
- E. The Board may arrange for the purchase of excess insurance. The Board may discontinue purchase of excess insurance if no longer available or needed to protect the Authority's funds.

ARTICLE 15
IMPLEMENTATION OF THE INSURANCE PROGRAM

- A. **Program Formation; Appointments.** As soon as practicable after the effective date of this agreement, the Board of Directors shall determine the insurance coverages to be provided as permitted in Article 14, the amount of premiums therefore, established precise cost allocation plans and formulas, provide for the handling of claims, establish pro forma statements of each risk-pooling or other type of insurance program, and specify the amounts and types of excess insurance, if any, to be procured. In addition, the Board shall appoint an Underwriting Committee, Claims Review Committee, and Program Underwriter as soon as practicable. Vacancies on such committees shall be filled by action of the Executive Committee on an interim basis until such time as the Board acts to fill such vacancies.
- B. **Premiums and Assessments.** The premiums and assessments for each city for any risk-pooling program shall be recommended by the Underwriting Committee and approved by the Board.
- C. **Annual Adjustments.** The cost allocation plans and formulas adopted by the Board shall provide for an adjustment in each cities premiums following the first year of operation of each program, and annually thereafter, to produce a premium for each year, for each city, for each risk-pooling program, which shall consider the following five items:
 - 1. The city's incurred losses for each risk pooling program; and
 - 2. The city's share of such losses and other expended for each risk pooling program as a proportion of all cities such losses; and
 - 3. The city's contribution to reserves, including reserves for incurred-but-not reported losses, for each risk-pooling program; and
 - 4. The city's share of costs to purchase excess insurance, if any; and
 - 5. The city's share of costs to purchase any additional coverage, as provided in article 14(c).
- D. **Notice of Premiums.** Premium adjustments shall be made annually, and notices of premiums shall be distributed at least sixty (60) days prior to the close of each insurance

year. All premiums shall be due at payable within thirty (30) days after the effective date of coverage, except as provided in Article 20.

- E. Payment of premiums or Assessments Over Time. Inasmuch as some cities may experience an unusual frequency of losses during a single insurance year which would increase their subsequent premium substantially above the premium for that risk sharing program for the insurance year, or result in an assessment, and cause budgetary problems, the Board may allow for payment of a portion of such subsequent premium or assessment to be made over a period of time not to exceed five years, with reasonable interest.
- F. Underwriting Practices. Underwriting practices shall be generally consistent with industry standards in order to stabilize premiums and permit purchases of excess coverage, and other coverages supplemental to the Memorandum of Insurance.
1. Underwriting Committee. All matters dealing with the scope of coverage and limits of liability provided under the Memorandum of Insurance shall be the primary responsibility of the standing committee established by the Board called the "Underwriting Committee." The Committee shall also be responsible for recommending premiums and assessments to the Board. The Underwriting Committee shall receive advice from the Program Underwriter. Decisions of the Underwriting Committee will be reviewed and acted upon by the Board. A majority of vote of the entire Board shall be required to overrule a decision if the Underwriting Committee in all matters.
 2. Program Underwriter. The program Underwriter selected by the board shall be independent of any broker or insurer with contracts with the Authority and shall not be a staff employee of any party. The Program Underwriter shall advise the Authority concerning its underwriting decisions.
 3. Limits. The limits of liability offered under the Memorandum of Insurance shall be established by the underwriting committee, using the following general guidelines:
 - a. Per-occurrence limits shall approximate two times the annual premiums collected under the program. The limits of liability shall be established annually (at each anniversary) and shall not be amended with mid-term addition or deletion of insurance.
 - b. Annual aggregate limits shall approximate four times the annual premiums collected under the Memorandum of Insurance. The purpose of this limitation is to assure that potential assessments are limited to a maximum relative to the annual aggregate exposure.

The program Underwriter shall recommend limits of liability to the Underwriting Committee. The Underwriting Committee shall approve, disapprove, or modify such recommendation with just cause.

4. Assessments. In the event assessments are necessary, the Program Underwriter shall make recommendations to the Underwriting Committee. The committee, with good cause, may amend, reject, or accept the proposed assessment, and make a recommendation to the board. In the event a recommended assessment is reduced or rejected, and alternate funding mechanism shall be adopted by the Board as necessary to assure solvency of the program.

The assessment amount shall be allocated based on the following criteria:

1. The extent by which any city's losses have exceeded its contribution to the insurance program.
 2. In any insurance year, the ratio of a city's claims pending to all cities' claims pending.
 3. In any insurance year, the ratio of a city's premiums and other contributions to the total therefore of all cities.
- G. Assessment Payment. Assessments are due and payable within 30 days of date of mailing of notice by the Board.
- H. Exhaustion of Annual Aggregate Limits. In the event annual aggregate limits are reached for any insurance year, claims payments shall be made proportionally, based on the ratio total claims under the program bear to the annual aggregate limits under the Memorandum of Insurance.

ARTICLE 16 ACCOUNTS AND RECORDS

- A. Annual Budget. The Authority shall annually adopt an operating budget, pursuant to Article 8(c) of this agreement.
- B. Funds and Accounts. The treasurer of the Authority shall establish and maintain such funds and accounts as required by the Executive Committee and as required by good accounting practice. Books and records of the Authority in the hands of the treasurer shall be open to any inspection at all reasonable times by authorized representatives of cities and as otherwise required by law.
- C. Treasurer's Report. The treasurer, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each city.
- D. Annual Audit. The auditor shall provide for a certified, annual audit of the accounts and records of the Authority, which audit shall be made by a certified public accountant and

shall conform to generally acceptable auditing standards. A report thereof shall be filed as a public record with each of the cities. Such report shall be filed within six months of the end of the year under examination.

ARTICLE 17
RESPONSIBILITY FOR MONIES

- A. The treasurer of the Authority shall have the custody of and disburse the Authority's funds. He or she shall have the authority to delegate the signatory function of treasurer to such persons as are authorized by the Board.
- B. A bond in the amount determined adequate by the Board shall be required of all officers and personnel authorized to disburse funds of the Authority, such as bonds to be paid for by the Authority.
- C. The treasurer of the Authority shall assume the duties described in Government Code Section 6505.5, including:
 - 1. Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority.
 - 2. Be responsible, upon his and her official bond, for the safekeeping and disbursement of all of the Authority money so held by him or her;
 - 3. Pay, when due, out of money of Authority so held by him or her, all sums payable on outstanding bonds and coupons of the Authority;
 - 4. Pay any other sums due from Authority money only upon warrants approved by the presidents of the Board or his or her designee and the risk manager. The warrants shall be drawn by the auditor, who shall be selected by the Board in accordance with the bylaws and laws.
 - 5. Verify and report monthly to the Authority and to cities the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.
- D. The treasurer shall deposit the funds of the Authority in accordance with the investment policy required by law, and approved by the Board, in those instituting and investments permitted pursuant to Government Code section 53601 et seq.

ARTICLE 18
RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this agreement:

- A. Provide an insurance program, as necessary, including, but not limited to, a self-insurance risk sharing fund, and commercial insurance (which may include excess coverage and umbrella insurance), by negotiation, bid, or purchases.
- B. Assist cities in obtaining insurance coverage for risks not included within the insurance program of the Authority, as permitted in Article 14(C).
- C. Assist each city with the implementation of risk management programs related to risks covered by the Authority's insurance program within the city.
- D. Provide loss prevention and safety consulting services to cities, as required.
- E. Provide claims adjusting and subrogation services for claims covered by the Authority's insurance program, as required.
- F. Provide loss analysis and control by the use of statistical analysis, data processing, and record and file-keeping services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention (as to risk-sharing programs) and deductibles (as to commercial insurance).
- G. Conduct risk management audits to review the participation of each city in the insurance program.
- H. The Authority shall have such other responsibilities as deemed necessary by the Board of Directors in accordance with this agreement.

ARTICLE 19
RESPONSIBILITIES OF CITIES

Cities shall have the following responsibilities:

- A. Each city shall appoint a representative and at least one alternate to the Board of Directors, pursuant to Article 7 of this agreement.
- B. Each city shall maintain an active safety program and shall consider all recommendations of the Authority concerning unsafe practices.
- C. Each city shall maintain its own set of records in all categories of risk covered by the insurance program of the Authority to insure accuracy of the Authority's loss reporting system until no longer deemed necessary by the Board.
- D. Each city shall pay its premium, and any assessment, within thirty (30) days of the invoice date. After withdrawal or termination, each city shall pay promptly to the Authority its share of any additional assessment when and if required of it by the Executive Committee under Article 24 or 25 of this agreement.

- E. Each city shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the insurance program under this agreement.
- F. Each city shall, in any and all ways, cooperate with assist and assist the Authority, and any insurer of the Authority, in all matters relating to this agreement and covered claims and will comply with all bylaws, rules, and regulations adopted or approved by the Board of Directors.

ARTICLE 20
INTERIM PERIOD AND EFFECTIVE DATE OF PROGRAM

- A. Interim Period. Concurrently with approval of this agreement, each city shall approve and accept the proposed premium, fee quote, and Memorandum of Insurance from Driver Insurance. Such approval and acceptance shall be conditioned upon the formation of the Authority and the Authority's approval of the proposed premium fee and Memorandum of Insurance. Each city shall have thirty (30) days from the date of receiving such items in writing to consent by resolution to enter the Authority and accept the provisions of the Memorandum of Insurance.
- B. Effective Date. The proposed Memorandum of Insurance shall state that it shall be effective as of April 1, 1986.

ARTICLE 21
NEW MEMBERS

The Authority shall allow entry into its insurance program by new members only upon approval by the Board, or by the Executive Committee if specifically delegated such authority by resolution of the Board, which resolution may impose such conditions or limitations upon such authority of the Executive Committee as the Board deems appropriate. Cities entering under this article shall be required to pay their share of the organizational expenses, as determined by the Board, including expenses necessary to analyze their loss data and determine their premiums.

ARTICLE 22
WITHDRAWAL

After an initial one-year, noncancellable commitment to the Memorandum of Insurance, a city may withdraw, provided it has given the Authority a six-month written notice of its intent to withdraw from this agreement and the Memorandum of Insurance.

ARTICLE 23
CANCELLATION

Notwithstanding the provisions of Article 22, the Authority shall have the right to cancel, for good cause, any city's participation in the Authority and Memorandum of Insurance upon a two-thirds vote of the entire Board of Directors, provided that a reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere.

ARTICLE 24
EFFECT OF WITHDRAWAL

- A. The withdrawal of any city from this agreement shall not terminate the same, and a city, by withdrawing, shall not be entitled to payment or return of any earned premium, consideration, or property paid or donated by the city to the Authority, or to any distribution of assets, except as provided in Article 25(c).
- B. The withdrawal or cancellation of any city after the effective date of the Memorandum of Insurance or other elements of the insurance program shall not terminate its responsibility to contribute its share of premium or funds to the insurance program of the Authority, until all claims or other unpaid liabilities covering the period the city was a participant have been finally resolved and a determination of the final amount of payments due by the city or credits to the city for such period has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in Article 25(b) of this agreement.

ARTICLE 25
TERMINATION AND DISTRIBUTION

- A. This agreement may be terminated any time during the first year by the written consent of all cities and thereafter by the written consent of three-fourths of the cities; provided, however, that this agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of dividends, distribution of assets, and all other functions necessary to wind up the affairs of the authority. Withdrawn or cancelled members are entitled to participate in dividend distributions after accounting for their Board determined share of administrative expenses.
- B. The ~~Executive Committee~~ Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require cities, including those which were signatory hereto at the time a claim arose or was incurred, to pay their share of any additional assessment, in accordance with loss allocation formulas for final disposition of all claims and losses covered by this agreement. A city's share of such assessment shall be determined on the same basis as that provided for assessments in Article 15(c) and (d) of this agreement.
- C. Upon termination of this agreement, all assets of the Authority shall be distributed only among the parties that have been signatories hereto, including any of the cities which previously withdrew pursuant to Article 22 or were canceled pursuant to Article 23 of this agreement, in accordance with and proportionate to their cash contributions (including premium payments and property at market value when received) made during the term of this agreement. The Executive Committee shall determine such distribution within six months after disposal of the last pending claim or loss covered by this agreement.

- D. In the absence of an Executive Committee, the Risk Manager shall exercise all powers and authority under this Article. The decision of the Executive Committee or Risk Manager under this article shall be final.

ARTICLE 26
PROVISION FOR BYLAWS AND PLAN DOCUMENT

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed and shall adopt Authority bylaws and a plan document to govern the day-to-day operations of the Authority. Each city shall receive a copy of any bylaws, plan document, or other document developed under this article.

ARTICLE 27
NOTICES

Notices to cities hereunder shall be sufficient if delivered to the clerk of the respective city.

ARTICLE 28
ENFORCEMENT

The Authority shall have the right to enforce this agreement. If any suit or other proceeding or arbitration is brought by the Authority, or any member, to enforce this agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorneys' fees. No court proceedings shall be initiated by the Authority, affected member, or withdrawn member agency, other than for the collection or return of assessments or premiums. Other disputes shall be resolved as provided in the bylaws.

ARTICLE 29
INVALIDITY

Should any portion, term, condition, or provision of this agreement be determined by a court of competent jurisdiction to be illegal and in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portion, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 30
TORT LIABILITY

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code. Therefore, the parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, each assumes the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of the Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve this purpose each party indemnifies and hold harmless the other party for any loss,

cost or expense that may be imposed upon such other party solely by virtue of Section 895.2 of the Government Code.

Upon exhaustion of aggregate policy limits, as described in Article 15, under the Memorandum of Insurance (and excess insurance, if obtained) for any insurance year, no city or party shall be assessed or held in any way responsible for the claims or losses of any other city which are excess of such limits; and any expenses that may reasonably be incurred as a result of such excess claims. Accordingly, this agreement does not affect city claims processing or payment after exhaustion of aggregate policy limits; however, such claims management procedures may be considered by the Authority in evaluating the conformance of city risk management practices with Authority standards.

ARTICLE 31
CLAIMS, LITIGATION, OR JUDGMENTS AGAINST THE AUTHORITY

- A. **Defense of Claims.** As to any claim or action against the Authority which is based on or arises out of an occurrence involving an officer or employee of the Authority during the course and in the scope of such duties, who is also an officer or employee of a city, such claim or action against the Authority will be defended by the Authority to the extent required by law. Such claims or actions shall not be considered claims or actions against such city solely as a result of employment by the Authority.
- B. **Claims and Judgment Against the Authority.** Claims and judgments against the Authority shall be paid from, or charged to, the appropriate coverages or self-insured funds the Authority has established against such claims, judgments or losses. Such amounts shall be paid from the Authority's own coverage or self-insured funds.
- C. **Arbitration.** Any differences, claims or matters in dispute arising between or among members shall, if such differences arise out of this agreement or the bylaws, be submitted by such members to arbitration by the American Arbitration Association or its successor under the pertinent provisions of the laws of the State of California relating to arbitration, except as provided below. The decision of the arbitrator(s) may be entered as a judgment in any court of the State of California or elsewhere. Costs of arbitration, including reasonable attorneys' fees, shall be recoverable in arbitration.
- D. **Authority Representation Conflicts.** Any differences, claims or matters in dispute arising between or among members shall, if such differences do not arise out of this agreement or the bylaws, be handled as follows:
1. After being notified in writing that one member agency has filed a formal claim against another in accordance with provisions of the Government Code, the Authority can no longer act on behalf of either member insofar as the case giving rise to the claim is concerned if the claim involves a risk covered by the Memorandum of Insurance, or other risk-sharing insurance policy of the Authority in which each of the involved members is a participating member.

2. Conversely, the Authority may continue to act on behalf of a participating member, even after receipt of written notice of a formal claim filed by one member agency against another, provided the claim only involves a risk-sharing insurance policy of the Authority in which only one of the involved member agencies is participating.

In any case falling within the boundaries of (1) or (2) above, the Authority may, in its discretion, act on behalf of one or all involved members, provided that the Authority first obtains the written consent of each involved member; provided that the failure of the Authority to act on behalf of any member under this section shall not affect the Authority's obligation to provide coverage, including coverage of legal defense costs under the Memorandum of Insurance or other risk-sharing insurance of the Authority.

ARTICLE 32
PROHIBITION AGAINST ASSIGNMENT

No city may assign any right, claim, or interest it may have under this agreement, and no creditor, assignee or third-party beneficiary of any city shall have any right, claim, or title to any part, interest, fund, premium, or asset of the Authority.

ARTICLE 33
AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this agreement by authorized officials thereof on the date indicated below:

City of Chula Vista
By:

Authorized by Resolution No.

City of Del Mar
By:

Authorized by Resolution No.

City of Escondido
By:

Authorized by Resolution No.

SANDPIPA

Joint Powers Agreement

April 1, 1986 (with proposed 2015 amendments to Article 25)

City of Coronado
By:

Authorized by Resolution No.

City of Encinitas
By:

Authorized by Resolution No.

City of Imperial Beach
By:

Authorized by Resolution No.

City of Lemon Grove
By:

Authorized by Resolution No.

City of Oceanside
By:

Authorized by Resolution No.

City of Solana Beach
By:

Authorized by Resolution No.

City of National City
By:

Authorized by Resolution No.

City of Santee
By:

Authorized by Resolution No.

City of Vista
By:

Authorized by Resolution No.

City of Santee
COUNCIL AGENDA STATEMENT

6C

MEETING DATE April 22, 2015

AGENDA ITEM NO.

ITEM TITLE REPORT ON THE STATUS OF GOALS DEVELOPED AT THE CITY COUNCIL STRATEGIC PLANNING WORKSHOP

DIRECTOR/DEPARTMENT Pedro Orso-Delgado, Acting City Manager *POD*

SUMMARY

Five primary goals and three secondary long-term goals were established by the City Council during the Strategic Planning Workshop held on February 5, 2015.

Priority Goals:

1. Revive the Feeling/Perception of Safety
2. Develop a Financial Planning Model to Help Establish Sustainable Services
3. Resolve Issues with Firefighters
4. Establish a Reserve Policy
5. Complete the Trail through Town

Secondary Long-Term Goals:

1. Advance the Project on Fanita Ranch
2. Increase Economic Development Opportunities
3. Revise the General Plan

This report outlines each of the goals and provides a progress report, proposed plans and timelines to accomplish the goals.

FINANCIAL STATEMENT *m*

There is no fiscal impact with this item. Any costs associated with implementation of the goals will be brought to City Council for review and approval, as required.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *POD*

Receive report and provide direction as needed.

ATTACHMENTS

Staff Report

STAFF REPORT

Strategic Planning Workshop Goals April 22, 2015

Summary of Goals / Milestones	
<u>Revive the Feeling/Perception of Safety</u>	
• Transient report and strategies presented to City Council	March 25, 2015
• Social Worker assigned to the Santee Homeless Outreach Team	April 2015
• Proposed alcohol restriction policy to Council for consideration	May 27, 2015
<u>Develop a Financial Planning Model to Help Establish Sustainable Services</u>	
• Council workshop to present multiple-scenario financial planning model	End of 2015
<u>Resolve Issues with Firefighters</u>	
• Rebuild relationships	Current / ongoing
<u>Establish a Reserve Policy</u>	
• Proposed policy to Council for consideration	May – June 2015
<u>Complete the Trail through Town</u>	
• SD River Trail progress report presented to City Council	March 25, 2015
• Walker Preserve Trail grand opening ceremony	April 23, 2015
• River trail adjacent to Parc One and Christian College apartments	1/3 complete
• Completion of bicycle/pedestrian path on south side of river, west of Cuyamaca	May 2015
• Develop plan to complete trail under Cuyamaca Street Bridge	pending grant receipt
• Public workshop on SANDAG's trail alignment study for riverfront trail along Carlton Oaks Golf Course	April 28, 2015
• Future trail through RCP Block & Brick plant	2017 – 2018
<u>Advance the Project on Fanita Ranch</u>	
• Council workshop; evaluation of General Plan elements; hire contract Planner to assist in review of development plans	Over the next year (2015 – 2016)
<u>Increase Economic Development Opportunities</u>	
• Council workshop; review and revise zoning ordinance; focus on economic development goals; develop an Economic Development Strategic Plan	Over next two years (2015 – 2017)
<u>Revise the General Plan</u>	
• Council workshop; adopt new Circulation Element; amend Conservation Element to accommodate enhanced stormwater protection policies	2015 – 2016
• Amend Land-Use Element to address vision for Fanita Ranch and Carlton Oaks Golf Course	2015 - 2017

Summary of Goals / Progress Report

PRIORITY GOALS

1. Revive the Feeling/Perception of Safety

The focus of this goal is to address the transient population, drug/alcohol population and increase the public use of City parks.



ILLEGAL CAMPING & POLLUTION IN WATERSHED AND RIVER PARK AREAS

The Community Services Department has been working with the Sheriff's Department and the City Attorney's Office to address the transient issues in Santee -- particularly in the river park areas -- and establish strategies to reduce transient related crime and to revive the feeling of safety.



On March 25, Sheriff and City staff presented a report to City Council outlining the challenges associated with criminal transients residing along the San Diego River. Staff outlined strategies that are currently being utilized and recommended new strategies that could be implemented to reduce these challenges.

Current strategies being utilized:

- The Santee Homeless Outreach Team (HOT) keeps in contact with the chronic homeless population
 - Two County Health & Human Services Agency (HHSA) Social Workers have been assigned to the Santee Homeless Outreach Team
- Use of Santee's Serial Inebriate Program (SIP) to address repeat offenders
- Enforcement of criminal activity by Santee Deputies assigned to the Crime Suppression Team, Patrol, Traffic and Detectives
- Zero tolerance for criminal violations
- Focus on storm water violations related to criminal activity occurring in or near the river
- Partner with and receive training from Metropolitan Transit System (MTS) to address those people who ride the trolley to Santee to commit crime
- Coordination with the Santee City Attorney on targeted prolific offenders

- Complete build-out of trail segments while promoting the safety and use of trails through a variety of strategies:
 - Utilize social media and the City website to help prevent crime and involve the community to reassure users that the river trails are safe
 - Use the river parks as a focal place for civic engagement to create community -- a sense of place -- and build pride in our community, as well as create foot traffic to help reduce crime
 - Regularly coordinate with the San Diego River Park Foundation Volunteer Park Watch Program, which assists with reporting crime, vandalism and graffiti as well as keeping the parks litter free
 - Invest in river trail murals to deter graffiti and provide a sense that these are places people care about
 - Organize volunteer clean up days to remove trash and debris from the river as well as non-native plants, such as arundo, where transient shelters are often made

New strategies that could be implemented:

- Pursue aggressive prosecution via the City Attorney's Office, focusing on prosecution of offenders booked through the Regional Enforcement & Assistance Project (REAP)
- Increase use of the river trail system completing all the trail connections, recreation programs and volunteer engagement
- Restrict access to the power outlets at the parks
- Ban alcohol at parks and trails (except for permitted events) and/or implement a limited weekday alcohol ban in the river park

Action Items:

- Send a letter of appreciation to the Board of Supervisors for their approval of an HHSA Social Worker to work with the Santee Homeless Outreach Team
- Staff will develop a proposed alcohol restriction policy for Council consideration
- Staff will review the municipal code for possible amendments
- The Santee Sheriff's Department will continue to aggressively monitor and enforce transient related criminal activity while staff continues to utilize strategies to improve safety along our trails and in the river park

2. Develop a Financial Planning Model to Help Establish Sustainable Services

As part of the current budget preparation process, the Finance Department is gathering information from all departments on current and future organizational needs based on the services currently provided by the City. Additional information will be gathered over the next several months regarding any new services required

or anticipated in the future. This will provide data to assist in creating a multiple-scenario model outlining the resources needed to sustain current services as well as any new required or anticipated services. The multi-year plan will also help to ensure that staffing levels and finances are aligned to achieve the City's goals.

The Finance Department is also researching multi-year financial planning models and methods used by other agencies, which Santee may be able to utilize to assist in accomplishing this goal.

Staff anticipates holding a workshop with City Council by the end of the calendar year to present this multiple-scenario ten-year financial planning model.

3. Resolve Issues with Firefighters

City Council has taken the lead to resolve conflict issues while the City Manager and staff are working to rebuild relationships throughout the organization.

4. Establish a Reserve Policy

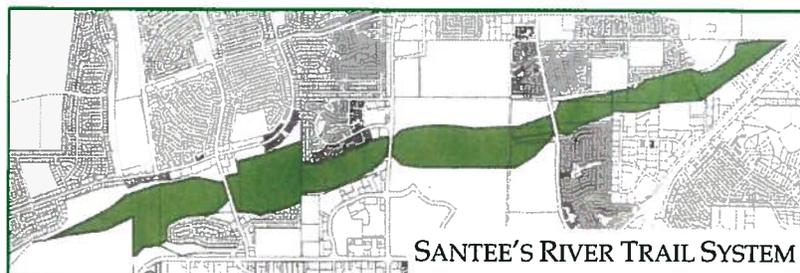
To provide for organizational priorities, the City Council suspended the reserve policy with the adoption of the Fiscal Year 2013-14 and 2014-15 two-year budget. At that time, the policy was to maintain reserves at 20% of General Fund operating expenditures or \$7 million by the end of the five-year financial planning timeframe.

As part of the current budget preparation process, staff is reviewing the reserve policy. A proposed guideline for reinstatement of a policy will be included as part of the upcoming budget review sessions with City Council in May and June, 2015.

The establishment of a reserve policy will also aid in the development of a multi-year financial planning model (outlined above).

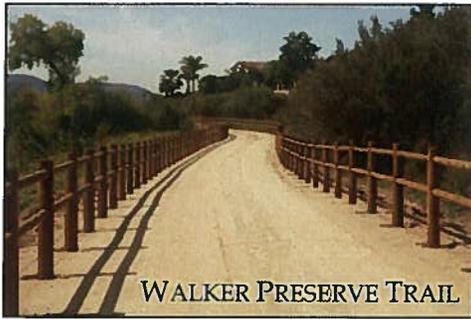
5. Complete the Trail through Town

Development of the San Diego River Trail has already begun and full completion of the trail through Santee is expected in the next five years.



On March 25, staff presented a report to City Council outlining the progress of the San Diego River Trail project, as summarized below.

At Town Center Community Park, the paved trail is complete and several interpretive signs have been installed. Two visually appealing murals have been painted on large utility boxes, one at Town Center East and another near the youth softball complex at Town Center West.



The eastern end of Santee's river trail system will soon connect with more than two miles of riverfront trail managed by the Lakeside River Park Conservancy. The result will be a nearly 4-mile-long unpaved, multi-use trail with no road crossings stretching from Magnolia Avenue to Channel Road in Lakeside. This will be accomplished with the completion in April 2015 of the 1.3-mile-long Walker Preserve Trail

segment, which was made possible by \$2.7 million in state and federal grants. A grand opening ceremony for the Walker trail is scheduled for April 23. The trail features a 14-foot-wide decomposed granite surface, interpretive signs, a drinking fountain, a mist sprayer, benches and a picnic pavilion.

Remaining sections of the trail include:

- On the south side of the San Diego River, the river trail will soon be constructed in conjunction with the development of the Parc One and San Diego Christian College apartment complexes. Approximately 1/3 of this trail is complete.
- A grant-funded bicycle and pedestrian path on the south side of the river west of Cuyamaca Street is currently under construction and scheduled for completion in May 2015.
- The City has applied for a grant to develop a plan to complete the trail under the Cuyamaca Street Bridge.
- At the City's western boundary, SANDAG is moving forward with a trail alignment study to determine the best location for a riverfront trail along the Carlton Oaks Golf Course. A public workshop to gather feedback has been scheduled for April 28 at the Mission Trails Visitor Center. SANDAG appears poised to complete the 1.2-mile-long trail next to the golf course by budgeting \$2 million for engineering and \$8 million for construction.
- With the planned closing of the RCP Block & Brick plant scheduled in 2017, owners of the property have been negotiating with a potential developer on a sale agreement. Consummation of this deal would allow an important link in the river trail to be completed in conjunction with new development.

SECONDARY LONG-TERM GOALS

1. Advance the Project on Fanita Ranch

The Planned activities over the next year include:

- Staff to set up a Council workshop to discuss the vision and action steps for the Fanita Ranch project
- Evaluate the General Plan guidance specific to development of Fanita Ranch (Land Development Element, Housing Element and Circulation Element)

- Enter into a Professional Services Agreement with a contract Planner to assist in the review of the Fanita Ranch development

2. Increase Economic Development Opportunities

The planned activities over the next two years include:

- Staff to set up a Council workshop to discuss the economic development vision and strategies
- Review the municipal code for potential revision of non-residential zoning provisions and identify properties for consideration of zoning change
- Target short-term economic development goals, including development of a theater/entertainment complex; recruitment of a major microbrewery; and recruitment of a major business to replace Hartford in the HD Supply building
- Target longer-term economic development goals:
 - Examine future planning for Town Center Specific Plan Area and consider modifying the Specific Plan uses
 - Meet with San Diego Christian College to determine their ultimate future footprint and build-out in Town Center
 - Meet with County officials to determine a shared future vision for County-owned property in Town Center
- Develop an Economic Development Strategic Plan

3. Revise the General Plan

The planned activities over the next two years are:

- Set up a Council workshop to provide an overview of the General Plan components and collect feedback
- Adopt a new Circulation Element in Fiscal Year 2015-16
- Amend the Conservation Element to Accommodate enhanced stormwater protection policies in Fiscal Year 2015-16
- Within the next two fiscal years, amend the Land-Use Element to address the vision for Fanita Ranch and the Carlton Oaks Golf Course