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**City of Santee
Regular Meeting Agenda**

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

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

**January 27, 2016
7:00 PM**

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

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

PRESENTATION: [League of California Cities Recognition of John W. Minto](#)

ADJOURNMENT IN MEMORY: [Michael Benoit](#)

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 Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the October 14, 2015 Regular, October 28, 2015 Regular, November 10, 2015 Special and November 11, 2015 Regular Meetings.](#)**
- (C) [Approval of Payment of Demands as presented.](#)**

- (D) Adoption of a Resolution authorizing submittal of applications for the CalRecycle Payment Program and authorizing the City Manager to execute all necessary documents.
- (E) Approval of the expenditure of \$86,278.97 for December 2015 Legal Services and related costs.
- (F) Adoption of a Resolution authorizing the City Manager to execute a Public Right-of-Way Improvement Agreement for public improvements associated with the Mission Gorge Retail Center (DR2014-06). Location: 9261 Mission Gorge Road
- (G) Adoption of a Resolution authorizing the City Manager to execute a Public Right-of-Way Improvement Agreement for public improvements associated with the Cameron Commercial Retail Center (P2014-01). Location: 8866 Magnolia Avenue
- (H) Second Reading and adoption of an Ordinance amending Title 9 of the Santee Municipal Code, adding Chapter 9.74, to prohibit cannabis dispensaries, cannabis manufacturers, cultivation, and cannabis deliveries in the city.

2. PUBLIC HEARING:

- (A) Public Hearing for Tentative Map (TM2015-2), Development Review Permit (DR2015-4) and Mitigated Negative Declaration (AEIS2015-9) pursuant to the California Environmental Quality Act for an 87-lot subdivision of land and construction of 82 single-family residences on Braverman Drive, west of Jeremy Street in the Low-Medium Density (R-2) Zone. Applicant: Watt Communities LLC

Recommendation:

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

- (B) Public Hearing for Tentative Map (TM2015-5), Development Review Permit (DR2015-9), and a Subsequent Mitigated Negative Declaration (AEIS2015-15) for a 10-unit residential condominium project at 8758 Bushy Hill Drive in the Medium-High Density (R-14) Land Use Designation and Zone. Applicant: City Ventures L.P.**

Recommendation:

1. Conduct and close the public hearing; and
2. Approve Subsequent Mitigated Negative Declaration (AEIS2015-15) as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution; and
3. Adopt two Resolutions approving Tentative Map TM2015-5 and Development Review Permit DR2015-9.

3. ORDINANCES:

See Item 1(H)

4. CITY COUNCIL ITEMS AND REPORTS:

- (A) Annual Presentation of Local Appointments List – Boards, Commissions & Committees**

Recommendation:

1. Council action on recommended appointment(s), if any, as presented by Mayor at meeting; and
2. Reaffirmation/continuance of all other standing groups and representation as listed.

5. CONTINUED BUSINESS:

- (A) Request for authorization to consider an application for an amendment to the Town Center Specific Plan to change the Land Use Designation of a 10-acre portion of a 20.4-acre property from Office/Professional to Residential (7-14 Du/Acre) located on the northwest corner of Magnolia Avenue and the San Diego River. (Applicant: Mastercraft Homes Group, SAM-Santee, LLC) (cont. from 9/23/15)**

Recommendation:

Provide direction as to whether staff should proceed with processing an application requesting the proposed change to the Town Center Specific Plan.

6. NEW BUSINESS:**(A) Approve Letter of Agreement with KaBOOM for playground grants.**Recommendation:

Approve the Letter of Intent and Letter of Agreement (contract) with KaBOOM and authorize the City Manager to execute any documents associated with "Build it with KaBOOM" playground grants.

(B) Resolution awarding the construction contract for the Mast Boulevard Traffic Signal and Communication Systems Upgrade Project (CIP 2012-03) and authorizing change orders.Recommendation:

Adopt the Resolution awarding the construction contract to Lekos Electric, Inc. for a total amount of \$866,255.00, authorizing the City Manager to execute the contract and authorizing the Director of Development Services to approve change orders in an amount not to exceed \$216,564.00.

(C) Authorize the purchase of one new 2016 Ford Transit Connect Van to support traffic engineering from Downtown Ford Sales per State of California Contract #1-14-23-23A and declare one vehicle surplus property.Recommendation:

1. Authorize the purchase of one new 2016 Ford Transit Connect Van with accessories from Downtown Ford Sales for an amount not to exceed \$32,017.23 and authorize purchase of other miscellaneous accessories from other vendors for an additional amount not to exceed \$1,500.00; and
2. Declare Vehicle V-095, a 1997 Ford Aerostar Cargo Van, surplus upon receipt and acceptance of the new vehicle and direct sale of surplus vehicle at public auction; and
3. Authorize the City Manager to execute all necessary documents.

(D) Informational report on the City's Best Management Practices Design Manual pursuant to State and Federal water quality laws.Recommendation:

Receive report.

7. COMMUNICATION FROM THE PUBLIC:

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

8. CITY MANAGER REPORTS:

9. CDC SUCCESSOR AGENCY:

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

(A) Resolution of the Community Development Commission Successor Agency approving the Recognized Obligation Payment Schedule for the period from July 1, 2016 to June 30, 2017 (“ROPS 16-17”).

Recommendation:

Adopt the Resolution.

10. SANTEE PUBLIC FINANCING AUTHORITY:

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

11. CITY ATTORNEY REPORTS:

(A) Report on comprehensive Municipal Code update process.

Recommendation:

Receive report and provide direction as needed.

12. CLOSED SESSION:

(A) PUBLIC EMPLOYMENT

Government Code Section 54957

Title: City Manager

(B) CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION

(Government Code Section 54956.9(d)(2))

Significant Exposure to Litigation: One case involving Marathon General, Inc.

(C) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

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

Name of Case: Whillock Contracting, Inc. v. City of Santee, SDSC Case No. 37-2015-00011227

13. ADJOURNMENT:



February & March Meetings

Feb	04	SPARC	Civic Center Building 7
Feb	08	Community Oriented Policing Committee	Council Chamber
Feb	10	City Council Meeting	Council Chamber
Feb	24	City Council Meeting	Council Chamber
Mar	03	SPARC	Civic Center Building 7
Mar	09	City Council Meeting	Council Chamber
Mar	14	Community Oriented Policing Committee	Council Chamber
Mar	17	Manufactured Home Fair Practices Commission	Council Chamber
Mar	23	City Council Meeting	Council Chamber

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

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

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

State of California } County of San Diego } ss. City of Santee }	<h3>AFFIDAVIT OF POSTING AGENDA</h3>
I, <u>Patsy Bell, CMC, City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on <u>January 22, 2016</u> , at <u>4:00 p.m.</u>	
_____ Signature	_____ 1/22/16 Date

City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE LEAGUE OF CA CITIES RECOGNITION OF JOHN W. MINTO

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

At the request of the League of California Cities, Catherine Hill, San Diego/Imperial Division Regional Public Affairs Manager, will present Councilman John W. Minto with a few items recognizing his accomplishments while representing the city of Santee as a member of the League of California Cities San Diego County Division and the League Board of Directors. Council Member Minto has participated in the League's Mayors and Council Members Academy, completing all three program levels earning him the Mayors and Council Members Academy Awards for Leadership.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓ Hear presentation.

ATTACHMENTS (Listed Below)

None.

City of Santee
COUNCIL AGENDA STATEMENT

ADJ

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE ADJOURNMENT IN MEMORY: MICHAEL BENOIT

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY Tonight's meeting will be adjourned in memory of Santee resident and business owner Michael Benoit.

Michael Benoit was born on March 14th, 1951 in Boston Massachusetts. Michael, known as "Mike" by his friends was raised in the San Diego community of Pacific Beach, and lived in San Diego County for more than 40 years. The Benoit family resided in East County for more than 20 years in Lakeside and Santee. Michael owned a very successful building inspection business in Santee since 1988.

Mike loved foreign languages, History, and Philosophy. He was a scholar of the U.S. Constitution, Laissez-Faire Economics, and the principles of libertarianism.

Mike became active in politics out of frustration in the early 1990's after President George Bush and successive Congressional dynasties failed to represent his strong beliefs in limited government, balanced budgets, and strict adherence to the United States Constitution. Mike was a well-known Libertarian activist in the San Diego area. He was frequently visible on local media organizing events such as Constitution Day Rallies, Independence Day Liberty Caravans, and the dreaded April 15th Tax Day demonstrations at the Midway Post Office.

Mike ran for Congress as a Libertarian for District 52 in 2000, 2002, 2004, 2006, 2008, 2010 and for Congressional District 50 in 2012 and 2014.

Mike is survived by siblings John, Joe, Joanne and Jimmy Benoit; two daughters: Natalie Marie and Michelle Loretta; and grandchildren Aubrey, Katelyn, and Julianne. Natalie, Michelle and Joe will accept the certificate of adjournment at tonight's meeting on behalf of Mike's family.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓ Adjourn in memory of Michael Benoit.

ATTACHMENTS (Listed Below)

Certificate of Adjournment.

In Deepest Sympathy

The Santee City Council This Day Adjourned In Memory of

Michael Benoit

January 27, 2016

Mayor Randy Voepel

Vice Mayor Jack E. Dale

Council Member Rob McNelis

Council Member John W. Minto

Council Member Ronn Hall



City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL, THE CDC SUCCESSOR AGENCY AND THE PUBLIC FINANCING AUTHORITY FOR THE OCTOBER 14, 2015 REGULAR, OCTOBER 28, 2015 REGULAR, NOVEMBER 10, 2015 SPECIAL AND NOVEMBER 11, 2015 REGULAR MEETINGS.

DIRECTOR/DEPARTMENT Patsy Bell, City Clerk 

SUMMARY

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENTS (Listed Below)

October 14, 2015, October 28, 2015, November 10, 2015 and November 11, 2015 Minutes

Minutes

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

Draft

**Council Chambers
10601 Magnolia Avenue
Santee, California**

**October 14, 2015
7:00 p.m.**

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

Council Members present were: Mayor/Chair Randy Voepel; Vice Mayor/Vice Chair John W. Minto; Council/Authority Members Ronn Hall and Rob McNelis. Council/Authority Member Jack E. Dale entered the meeting at 7:11 p.m.

Officers present were: Interim City Manager/Authority Secretary Paul Malone, City/Authority Attorney Shawn Hagerty, Finance Director/Treasurer Tim McDermott, and City Clerk Patsy Bell.

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

INTRODUCTION OF SPECIAL GUESTS:

Mayor Voepel recognized special guests and community leaders in attendance at the meeting.

LEGISLATIVE INVOCATION: Pastor Gary Lawton, Calvary Chapel of Santee

PLEDGE OF ALLEGIANCE: Dustin Trotter

ADJOURNMENT IN MEMORY: Geraldine L. Kleinsmith
Mayor Voepel presented the Adjournment in Memory Certificate to husband Dennis Kleinsmith.

ADJOURNMENT IN MEMORY: William "Bill" Kolender, Former Police Chief and Sheriff, Vice Mayor Minto presented the Adjournment in Memory Certificate to Sheriff Lieutenant Karen Stubkjaer and Santee Park and Recreation Committee Member Anita Bautista on behalf of the Kolender family.

Council Member Dale entered the meeting at 7:13 p.m.

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

Council Member Dale requested that Item 4(A) be reordered to follow the Consent Calendar. Mayor Voepel requested Item 6(D) be pulled and brought back to Council in early 2016.

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.
- (B) Approval of Meeting Minutes:
 - Santee City Council 08-26-15 Regular Meeting
 - Public Financing Authority 08-26-15 Regular Meeting
 - CDC Successor Agency 08-26-15 Regular Meeting
- (C) Approval of Payment of Demands as presented.
- (D) Second Reading and adoption of an Ordinance amending the Zone District Base Map (R2014-3) to reclassify a 5.06-acre portion of a 13.21-acre property located at 10315 Mission Gorge Road from the Park/Open Space (P/OS) Zone to the General Commercial (GC) Zone, with findings in accordance with Ordinance 175 (Sport Field Displacement) and a Mitigated Negative Declaration (AEIS2014-15) pursuant to the California Environmental Quality Act. (ORD 533)
- (E) Authorization for the purchase of four security camera systems from Q-Star Technology for use at various City parks in an amount not to exceed \$32,548.
- (F) Acceptance and appropriation of a \$10,000 San Diego River Conservancy Grant and authorization for the City Manager to execute any related documents.
- (G) Approval of two project agreements with San Diego State University for the Asset Management-GIS Mapping Project and the San Diego River Water Quality Enhancement Study, and authorization for the City Manager to execute the agreements.
- (H) Adoption of a Resolution authorizing additional compensation for the Acting City Manager. (Reso 83-2015)
- (I) Rejection of two Claims against the City by Ralph Molinar and Josiah Cope, Jr. per Government Code Section 913.

- (J) **Approval to accelerate the appropriation of Capital Improvement Program Funds in the amount of \$12,000 from Fiscal Year 2016-2017 to Fiscal Year 2015-2016 for the Information Technology (IT) Network Hardware/Software Replacement Project.**

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

The following Item was reordered to follow the Consent Calendar.

4. CITY COUNCIL ITEMS:

- (A) **USA Track & Field Special Event in Santee. (Dale)**

Council Member Dale presented a report utilizing a PowerPoint presentation. Council Member Dale requested consideration for working with this applicant to help make these Olympic trials happen here in Santee. Interim City Manager Malone suggested looking at options like an "ever-green" permit.

PUBLIC SPEAKERS:

Speaking in Support and answering Council's questions were:

- Tracy Sundlun, USA Track and Field and 2016 Team Captain
- Tim Seaman, Olympian Race Walker
- John Nunn, Olympian Race Walker

After further discussion, staff was directed to research and identify various ways to reduce City costs for this event.

2. PUBLIC HEARING:

- (A) **Public Hearing for Conditional Use Permit P08-04 Major Revision No. 1 to modify the existing median and allow for left turn vehicle movements from westbound Mission Gorge Road to Sonic, located at 10515 Mission Gorge Road in the General Commercial Zone. Applicant: Pacific Drive-Ins, LLC**

The Public Hearing was opened at 7:49 p.m. Council Member Dale announced his abstention due to a conflict of interest and left the dais. Principal Traffic Engineer Minjie Mei introduced the item and presented a staff report utilizing a PowerPoint presentation. Principal Traffic Engineer Minjie Mei and Interim City Manager Malone answered Council's questions.

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PUBLIC SPEAKERS:

- Max D. Gelwix, Sonic Drive-In, spoke in support of modifying the existing median and answered Council's questions.

During discussion, Interim City Manager Malone and City Attorney Shawn Hagerty answered additional questions, including those regarding potential future litigation concerns.

MOTION: It was moved by Council Member McNelis to continue to Public Hearing and direct staff to review the proposed modification design and bring back recommendations to the design. The motion failed due to a lack of a second.

ACTION: After further discussion, on motion of Council Member McNelis, seconded by Council Member Hall, the Public Hearing was continued to a date uncertain and direction was given to staff to review the proposed modification design and to bring back recommendations to the design. The motion carried with all voting aye, except Vice Mayor Minto who voted no and Council Member Dale who abstained.

- (B) Public Hearing for Conditional Use Permit P2015-4 and a Negative Declaration (AEIS2015-18) pursuant to the California Environmental Quality Act for a mini-storage and recreational vehicle (RV) / boat storage facility at 10775 Rockvill Street in the Light Industrial / General Commercial (IL/GC) Zone. Applicant: Cameron Brothers Construction Co. L.P. (Reso 86-2015)**

The Public Hearing was opened at 8:25 p.m. Acting Director of Development Services Melanie Kush introduced the item and Senior Planner John O'Donnell presented the staff report utilizing a PowerPoint presentation and answered Council's questions.

MOTION: It was moved by Vice Mayor Minto and seconded by Council Member Hall to find there is no significant effect on the environment, approve the Negative Declaration prepared in accordance with the California Environmental Quality Act, authorize a filing of a Notice of Determination and adopt the Resolution approving Conditional Use Permit P2015-4.

PUBLIC SPEAKERS: Ariel Valli, applicant, spoke in support and answered Council's questions.

ACTION: After further discussion, on the motion of Vice Mayor Minto, seconded by Council Member Hall, the Public Hearing was closed at 8:45 p.m.; it was determined that Conditional Use Permit P2015-4 and the approval of the Rockvill Mini-Storage facility would not have a significant effect on the environment; the Negative Declaration was approved as complete and in compliance with the California Environmental Quality Act and the filing of a Notice of Declaration was authorized; and the Resolution approving Conditional Use Permit P2015-4 was adopted with all voting aye, except Council Member Dale who voted no.

- (C) **Public Hearing to introduce an Ordinance amending Chapter 17.36 “Landscape and Irrigation Regulations” of the Santee Municipal Code to conform with changes to the California Model Water Efficient Landscape Ordinance and a determination of a categorical exemption pursuant to the California Environmental Quality Act.**

The Public Hearing was opened at 8:45 p.m. Acting Director of Development Services Kush introduced the item and Senior Management Analyst Tom Romstad presented a staff report.

ACTION: On motion of Council Member Dale, seconded by Vice Mayor Minto, the Public Hearing was closed at 8:49 p.m., Zoning Ordinance Amendment ZA2015-2 was found to be Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15308; and the Ordinance was approved for First Reading and the Second Reading was set for October 28, 2015 with all voting aye.

3. ORDINANCES:

See Items 1(D) and 2(C)

4. CITY COUNCIL ITEMS:

- (A) Item reordered to follow Consent Calendar.

5. CONTINUED BUSINESS:

- (A) **Two Resolutions authorizing the City of Santee to join the Ygrene PACE Programs, consenting to the inclusion of properties within the City’s jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) (Pursuant to SB 555) and the California Home Finance Authority PACE program (pursuant to AB 811), and approving associate membership in the California Home Finance Joint Exercise of Powers Authority. (Reso 87-2015 and 88-2015)**

Assistant to the City Manager Kathy Valverde presented a staff report utilizing a PowerPoint presentation and answered Council’s questions.

PUBLIC SPEAKERS:

- Crystal Crawford, Ygrene Energy Fund Director, spoke in support and answered Council’s questions.

MOTION: It was moved by Vice Mayor Minto, seconded by Council Member McNelis, to adopt the two Resolutions authorizing the City of Santee to join the Ygrene PACE programs, consenting to the inclusion of properties within the City's jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 and the California Home Finance PACE Program, and approve associate membership in the California Home Finance Joint Exercise of Powers Authority.

Discussion ensued regarding how the program works, program financing and liens. It was also discussed how some contractors were misrepresenting themselves by using the City Seal on their advertisements implying their program is a City program, which is not true. Staff confirmed that the contractors are not allowed to use the City Seal.

ACTION: After further discussion, the motion by Vice Mayor Minto and seconded by Council Member McNelis to adopt the Resolutions authorizing the City of Santee to join the Ygrene PACE programs, consenting to the inclusion of properties within the City's jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 and the California Home Finance PACE Program, and approving associate membership in the California Home Finance Joint Exercise of Powers Authority was approved with all voting aye, except Council Member Hall who voted no.

(B) Approval procedure for installation of stop signs.

City Attorney Shawn Hagerty presented a staff report and answered Council's questions.

Council Member McNelis had concerns about property owners not being sufficiently notified prior to stop sign installations. Acting Director of Development Services Melanie Kush said that a new policy of sending notices to property owners within 300' of a proposed stop sign would become part of the process.

ACTION: On motion of Council Member Dale, seconded by Council Member Hall, direction was given to staff to place approval of installations of stop signs on the Consent Calendar, with all voting aye.

6. NEW BUSINESS:

- (A) Authorize the purchase of one new 2016 Ford F-250 regular cab and chassis with added utility body per State of California Contract # 1-14-23-20A and declaring one vehicle surplus property.**

ACTION: On motion Council Member Dale, seconded by Council Member Hall, the authorization to purchase one new 2016 Ford F-250 regular 4x2 cab and chassis with added utility body from Downtown Ford Sales for an amount not to exceed \$37,502.15 and

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authorization to purchase decals, warning lights and other miscellaneous equipment from other vendors for an additional amount not to exceed \$2,450.00; and declaring vehicle V104, a 1998 Ford F-250 pickup, surplus upon receipt and acceptance of the new vehicle and directing the sale of surplus vehicle at public auction; and authorizing the City Manager to execute all necessary documents was approved with all voting aye.

- (B) Resolutions adopting a boundary map of the territory proposed for inclusion in proposed Community Facilities District No. 2015-1 (Municipal Maintenance Services) of the City of Santee ("CFD No. 2015-1"), declaring intention to establish CFD No. 2015-1, adopting a boundary map showing territory proposed to be annexed in the future to CFD No. 2015-1 and declaring intention to annex territory in the future to CFD No. 2015-1. (Reso 89-2015, 90-2015, 91-2015, 92-2015)**

Director of Finance Tim McDermott presented a staff report utilizing a PowerPoint presentation and answered Council's questions. Interim City Manager Malone and Principal Civil Engineer Scott Johnson answered Council's questions.

PUBLIC SPEAKER:

- Greg Brown, Applicant

ACTION: On motion of Council Member McNelis, seconded by Vice Mayor Minto, the four Resolutions adopting a boundary map of the territory proposed for inclusion in proposed Community Facilities District No. 2015-1 (Municipal Maintenance Services) of the City of Santee ("CFD No. 2015-1"), declaring intention to establish CFD No. 2015-1, adopting a boundary map showing territory proposed to be annexed in the future to CFD No. 2015-1 and declaring intention to annex territory in the future to CFD No. 2015-1 were adopted with all voting aye, except Council Member Hall who voted no.

- (C) Resolution of Intent to vacate right of way easements on a portion of Prospect Avenue between Cuyamaca Street and Magnolia Avenue and reserve easements and rights for existing public utility facilities and setting a time and place for public hearing and approval of modification agreements. (Reso 93-2015)**

Principal Civil Engineer Carl Schmitz presented the staff report utilizing a PowerPoint presentation and answered Council's questions.

ACTION: On motion of Council Member McNelis, seconded by Council Member Hall, the Resolution of Intent was adopted, the City Manager was authorized to sign two Agreements for Property Modification and twelve Agreements to Relinquish Right-of-Way, and the Public Hearing was set for November 18, 2015 with all voting aye.

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(D) Sustainable Santee Action Plan update and selection of greenhouse gas emissions reduction measures.

This item was not discussed as it was previously removed from the agenda under "Items to be Added, Deleted or Re-ordered on the Agenda."

7. COMMUNICATION FROM THE PUBLIC: None

8. CITY MANAGER REPORTS: None

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

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

11. CITY ATTORNEY REPORTS: None

Council Members recessed at 10:00 p.m. and convened in Closed Session at 10:05 p.m. with all Members present.

12. CLOSED SESSION:

(A) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION

(Gov. Code § 54956.9(d)(1))

Name of Case: Preserve Wild Santee v. City of Santee, SDSC Case No. 37-2008-00075168

(B) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION

(Gov. Code § 54956.9(d)(1))

Name of Case: Preserve Wild Santee v. City of Santee, SDSC Case No. 37-2009-00097042

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Council Members reconvened in Open Session at 10:21 p.m. with all Members present. Mayor Voepel reported that information was received and direction was given to staff on Items 12(A) and 12(B).

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:21 p.m. in Memory of Geraldine Kleinsmith and Bill Kolender.

Date Approved: _____

Patsy Bell, City Clerk and for
Interim Authority Secretary Paul Malone

Minutes

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

Draft

**Council Chambers
10601 Magnolia Avenue
Santee, California**

**October 28, 2015
7:00 p.m.**

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

Council Members present were: Mayor/Chair Randy Voepel; Vice Mayor/Vice Chair John W. Minto; Council/Authority Members Ronn Hall and Rob McNelis. Council/Authority Member Jack E. Dale entered at 7:06 p.m.

Officers present were: Interim City Manager/Authority Secretary Paul Malone, Finance Director/Treasurer Tim McDermott, City/Authority Attorney Shawn Hagerty, and City Clerk Patsy Bell.

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

LEGISLATIVE INVOCATION: Bill Grill, Scout Master Troop 347

PLEDGE OF ALLEGIANCE: Boy Scout Troop 347

PRESENTATION: SDG&E Electric Vehicle Grid Integration Program

SDG&E Customer Solutions Manager Kevin O'Beirne provided a report utilizing a PowerPoint presentation on the Electric Vehicle Grid Integration Program for electric cars and answered Council's questions.

PROCLAMATION: "Movember" as Health Awareness Month

Council Member McNelis presented the Proclamation to Santee resident Chad Little, California Prostate Cancer Coalition Director, who accepted the Proclamation on behalf of the Movember Foundation.

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PROCLAMATION: November 7, 2015 as 5-Peak Challenge Day

Vice Mayor Minto presented the Proclamation to Santee Park and Recreation Committee (SPARC) Members Dustin Trotter, Anita Bautista, and John Morley.

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

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.
- (B) Approval of Payment of Demands as presented.
- (C) Approval of the expenditure of \$54,863.35 for September 2015 Legal Services and related costs.
- (D) Second Reading and adoption of an Ordinance amending Chapter 17.36 "Landscape and Irrigation Regulations" of the Santee Municipal Code to conform with changes to the California Model Water Efficient Landscape Ordinance and a determination of a categorical exemption pursuant to the California Environmental Quality Act. (ORD 534)

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

2. PUBLIC HEARING:

- (A) Public Hearing for a General Plan Amendment (GPA2015-2) and Zone Reclassification (R2015-2) to change the land use and zone from General Commercial to High Density Residential, Tentative Map (TM2015-6), Development Review Permit (DR2015-11), Variance (V2015-1) and Mitigated Negative Declaration (AEIS2015-21) pursuant to the California Environmental Quality Act for a 113 Residential Condominium Development at 7927-7941 Mission Gorge Road. Applicant: Davisson Enterprises Incorporated (Reso 94-2015, 95-2015, and 96-2015)

The Public Hearing opened at 7:25 p.m. Acting Director of Development Services Melanie Kush introduced Senior Planner John O'Donnell who presented a staff report utilizing a PowerPoint presentation and answered Council's questions.

Draft

ENTERED INTO THE RECORD:

Staff provided revised documents (3 Resolutions, 1 Ordinance and Page 24 of the Initial Study) to replace what was issued in the agenda packet. Additionally provided were two letters from members of the public.

PUBLIC SPEAKERS:

In Support:

- Mark Freed, applicant
- Mike While, applicant
- David Creter

In Opposition:

- Lisa Kolstad
- John Frice
- Elizabeth Frice
- Marianne Taxter
- Stephen Houlahan
- Kevin Brouster
- Denise Dixon
- Matthew Lyons
- Lisa Bowsman

During further discussion, Acting Director of Development Services Melanie Kush, applicant Mark Freed, Senior Planner O'Donnell and Interim City Manager Malone answered Council's questions and concerns regarding traffic, parking and occupancy.

ACTION: On motion of Mayor Voepel, seconded by Council Member Dale, 1) the Public Hearing was closed at 8:38 p.m.; 2) it was found that the General Plan Amendment, Zone Reclassification, Tentative Map, Development Review Permit, Variance and approval of the Mission Gorge Multi-Family project facility would not have a significant effect on the environment with mitigation; the Mitigated Negative Declaration was approved and the filing of a Notice of Determination was authorized; 3) the amended Resolution approving GPA2015-2 was adopted; 4) the amended Zone Reclassification Ordinance was approved for First Reading with the Second Reading set for November 18, 2015; and 5) the two amended Resolutions approving TM2015-6, DR2015-11 and V2015-1 were adopted with all voting aye.

3. ORDINANCES:

See Items 1(D) and 2(A).

4. CITY COUNCIL ITEMS AND REPORTS: None

Draft

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) Authorize the purchase of one new 2016 Ford Cargo Van with accessories from Downtown Ford sales per State of California Contract #1-14-23-23A and declare one vehicle surplus property.

ACTION: On motion of Mayor Voepel, seconded by Council Member Dale, the purchase of a 2016 Ford ½-ton cargo van with accessories in an amount not to exceed \$29,198.31 and other miscellaneous accessories in an additional amount not to exceed \$2,500.00 was approved; Vehicle V-094, 1997 Ford cargo van, was declared as surplus and approved for sale at public auction upon receipt and acceptance of the new vehicle; and the City Manager was authorized to execute all necessary documents with all voting aye.

- (B) Resolution authorizing the installation of a loading zone at 9805 Prospect Avenue. (Reso 97-2015)

ENTERED INTO THE RECORD:

Staff provided a revised Site Map to replace the one issued in the agenda packet.

ACTION: After brief discussion, on motion of Council Member Hall, seconded by Vice Mayor Minto, the Resolution authorizing the installation of a loading zone at 9805 Prospect Avenue was adopted with all voting aye.

- (C) Resolution approving a categorical exemption pursuant to the California Environmental Quality Act and awarding the construction contract for the City Hall Foundation Repairs. (CIP 2013-44) (Reso 98-2015)

Acting Director of Development Services Melanie Kush introduced the item and Principal Civil Engineer Schmitz presented the staff report and answered Council's questions.

ACTION: After brief discussion, on motion of Council Member McNelis, seconded by Council Member Hall, the Resolution awarding the construction contract to Conan Construction, Inc. for a total amount of \$103,633.60 and authorizing the City Manager to execute the contract and the Director of Development Services to approve change orders in an amount not to exceed \$20,000 was adopted with all voting aye.

7. COMMUNICATION FROM THE PUBLIC: None

Draft

8. **CITY MANAGER REPORTS:** None
9. **CDC SUCCESSOR AGENCY:** None
10. **SANTEE PUBLIC FINANCING AUTHORITY:** None
11. **CITY ATTORNEY REPORTS:** None

Council Members recessed at 8:48 p.m. and convened in Closed Session at 8:52 p.m. with all Members present.

12. CLOSED SESSION:

(A) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

(Gov. Code section 54956.9)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case involving storm water compliance issues at the Lantern Crest development.

Council Members reconvened in Open Session at 9:10 p.m. with all Members present. Mayor Voepel reported that direction was given to staff on Item 12(A).

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:11 p.m.

Date Approved: _____

Patsy Bell, City Clerk and for
Interim Authority Secretary Paul Malone

Minutes

**Santee City Council
Council Chambers
10601 Magnolia Avenue
Santee, California**

Draft

**November 10, 2015
6:00 p.m.**

1. Call to Order

This Special Meeting of the Santee City Council was called to order by Mayor/Chair Randy Voepel at 6:13 p.m.

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

Officers present were: Interim City Manager Paul Malone, Finance Director/Treasurer Tim McDermott, City Attorney Shawn Hagerty, and City Clerk Patsy Bell.

The **Pledge of Allegiance** was led by Mayor Voepel.

2. Fanita Ranch Workshop

Acting Director of Development Service Melanie Kush and HomeFed Director of Operations Jeff O'Connor presented a joint staff report utilizing a PowerPoint presentation and answered Council's questions.

ENTERED INTO THE RECORD:

Staff provided two pieces of correspondence that were received after the issuance of the agenda packet.

PUBLIC SPEAKERS:

In Support:

- John Boarman, Jeffrey Chine and Kent Aden, representing HomeFed, were available for questions.
- John Olsen
- Mason Herron
- Ben Stone, San Diego Mountain Bike Association
- Patricia Edmondson

In Opposition: Submitting speaker slips in opposition but not wishing to speak were: Levi Goin, Steven Lamoureux and Elizabeth Frice.

- Van Collinsworth, Preserve Wild Santee
- Ken Decker

Draft

- Jeff Kahn
- Sandy Kuntz
- Vicki Call
- Stephen Houlahan
- Gloria Gerak

Mayor Voepel requested Alan Carlisle provide information regarding the water situation.

- Allen Carlisle, Padre Damn CEO/General Manager provided information utilizing a PowerPoint presentation.

After further Council discussion and comments, the report was noted and filed.

3. Public Comment None

4. Adjournment

There being no further business, the meeting was adjourned at 7:45 p.m. to Wednesday, November 18, 2015.

Date Approved: _____

Patsy Bell, City Clerk and for
Interim Authority Secretary Paul Malone

Draft

Minutes

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

**Council Chambers
10601 Magnolia Avenue
Santee, California**

November 11, 2015

The Regular Meetings of the Santee City Council, the CDC Successor Agency, and the Santee Public Financing Authority were cancelled by City Council action taken at the Regular Meeting held on May 13, 2015.

Date Approved: _____

Patsy Bell, City Clerk and for
Interim Authority Secretary Paul Malone

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016 AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

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

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 *jm*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *jm*

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>
01/04/16	Retiree Medical	\$ 5,278.00
01/06/16	Accounts Payable	129,703.45
01/07/16	Payroll	291,655.71
01/07/16	Accounts Payable	322,402.73
01/11/16	Accounts Payable	85,444.71
01/13/16	Accounts Payable	14,097.53
01/14/16	Accounts Payable	188,747.28
01/22/16	Accounts Payable	<u>1,628,145.84</u>
	TOTAL	<u>\$ 2,665,475.25</u>

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



Tim K. McDermott, Director of Finance

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110844	1/6/2016	10299 CARQUEST AUTO PARTS	(Continued)			22.02
110845	1/6/2016	10958 CATERPILLAR FINANCIAL SERVICES	737338		LEASE PYMT #5 - VACTOR	16,305.91
					Total :	16,305.91
110846	1/6/2016	10032 CINTAS CORPORATION #694	694159528-S	51226	UNIFORM/PARTS CLNR RNTL	46.92
					Total :	46.92
110847	1/6/2016	10050 CITY OF EL CAJON	0000013397		HFTA FEES-3RD QTR	13,532.00
					Total :	13,532.00
110848	1/6/2016	10039 COUNTY MOTOR PARTS COMPANY INC	296929	51131	VEHICLE REPAIR PART	69.36
					Total :	69.36
110849	1/6/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	P15066657	51231	PLUMBING REPAIRS	412.30
					Total :	412.30
110850	1/6/2016	10333 COX COMMUNICATIONS	038997401		10601 N MAGNOLIA AVE	103.47
					Total :	103.47
110851	1/6/2016	11450 CREATIVE METAL INDUSTRIES INC	10442		PLAQUES	162.00
					Total :	162.00
110852	1/6/2016	11017 DIVISION OF THE STATE	OCT-DEC 2015		SB 1186 OCT-DEC 2015	348.90
					Total :	348.90
110853	1/6/2016	10057 ESGIL CORPORATION	11154473 11154480 12/21/15-12/25/15 12/28/15-01/01/16		FIRE PLAN RVW-11/2015 FIRE INSPECTIONS- 11/2015 SHARE OF FEES SHARE OF FEES	1,242.00 747.00 11,100.92 8,079.11
					Total :	21,169.03
110854	1/6/2016	10856 E-W TRUCK & EQUIPMENT CO INC	53228 53229 53230 53231 53232 53233	51071 51071 51071 51071 51071 51071	VEHICLE OPACITY TESTING VEHICLE OPACITY TESTING VEHICLE OPACITY TESTING VEHICLE OPACITY TESTING VEHICLE OPACITY TESTING VEHICLE OPACITY TESTING	60.00 60.00 60.00 60.00 60.00 60.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110861	1/6/2016	10301 HORSMAN AUTOMOTIVE	(Continued)			519.73
110862	1/6/2016	10203 LAKESIDE EQUIPMENT SALES &	126694	51137	CONCRETE VIBRATOR	35.70
110863	1/6/2016	10984 LEONARD, TIM	122715		REIMBURSEMENT	35.70
110864	1/6/2016	11292 LIEBERT CASSIDY WHITMORE	1412637		LEGAL SERVICES	217.00
110865	1/6/2016	11986 MARION B BORG ENVIRONMENTAL	Santee15	51024	PROFESSIONAL CONSULTING	217.00
110866	1/6/2016	10079 MEDICO PROFESSIONAL	1721160		MEDICAL LINEN SVC	487.50
110867	1/6/2016	10105 MYERS & SONS HI-WAY SAFETY INC	39303	51161	PEDESTRIAN BARRICADE	487.50
110868	1/6/2016	10218 OFFICE DEPOT	803242854001	51096	OFFICE SUPPLIES	4,130.00
110869	1/6/2016	10308 O'REILLY AUTO PARTS	2968-443635	51139	VEHICLE REPAIR PARTS	4,130.00
110870	1/6/2016	11888 PENSKE FORD	56991	51098	VEHICLE REPAIR PART	20.02
110871	1/6/2016	10101 PROFESSIONAL MEDICAL AND	91750	51301	VEHICLE REPAIR	12.68
110872	1/6/2016	12062 PURETEC INDUSTRIAL WATER	Z981341	51099	OXYGEN CYLINDERS/REFILLS	32.70
			Z981342	51099	OXYGEN CYLINDERS/REFILLS	345.07
			Z981343	51099	OXYGEN CYLINDERS/REFILLS	29.98
			1452246	51224	DEIONIZED WATER SVC	29.98
					Total:	32.39
					Total:	81.46
					Total:	1,376.72
					Total:	1,458.18
					Total:	31.50
					Total:	53.25
					Total:	162.65
					Total:	247.40
					Total:	90.00

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110872	1/6/2016	12062 PURETEC INDUSTRIAL WATER	(Continued)			90.00
110873	1/6/2016	10602 QUALA - TELEENTERPRISES	33688	51100	EQUIPMENT REPAIR	373.27
110874	1/6/2016	10259 ROBERT HALF INTERNATIONAL	44686680		TEMP SVCS - AWARDS 2015	108.37
110875	1/6/2016	10097 ROMAINE ELECTRIC CORPORATION	12-032537	51255	VEHICLE SUPPLIES	759.37
			12-032605	51255	VEHICLE SUPPLIES	670.23
110876	1/6/2016	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8		STREET LIGHTS	33,103.38
			2237 358 004 2		TRAFFIC SIGNAL	4,851.41
110877	1/6/2016	11638 SAVMART PHARMACEUTICAL	594456	51104	PHARMACEUTICALS	43.50
110878	1/6/2016	10529 SIMPLOT PARTNERS	202033144		FERTILIZER - SCHOOL FIELDS	1,269.44
110879	1/6/2016	11056 STANDARD ELECTRONICS	23051		ALARM REPAIRS	142.50
110880	1/6/2016	10217 STAPLES ADVANTAGE	3286595323	51108	OFFICE SUPPLIES	75.11
			3286595324	51106	OFFICE SUPPLIES	17.59
			3286595325	51106	OFFICE SUPPLIES	39.45
			3286675225	51215	OFFICE SUPPLIES	70.80
			3286835575	51144	OFFICE SUPPLIES	239.36
			3286835579	51171	OFFICE SUPPLIES	112.40
			3286835584	51106	OFFICE SUPPLIES	294.21
110881	1/6/2016	10749 STATE WATER RESOURCES	SW-0104689		PROSPECT AVENUE	841.00
110882	1/6/2016	10119 STEVEN SMITH LANDSCAPE INC	31680	51145	LANDSCAPE SVCS AREA 1	850.00
					Total :	373.27
					Total :	108.37
					Total :	1,429.60
					Total :	37,954.79
					Total :	43.50
					Total :	1,269.44
					Total :	142.50
					Total :	848.92
					Total :	841.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubqen						
110882	1/6/2016	10119 STEVEN SMITH LANDSCAPE INC	(Continued) 31691 31692 31693 31715	51145 51145 51145 51145	LANDSCAPE SVCS AREA 1 LANDSCAPE SVCS AREA 1 LANDSCAPE SVCS AREA 1 LANDSCAPE SVCS AREA 1	105.00 105.00 210.00 30.99 1,300.99
110883	1/6/2016	10121 SUPERIOR READY MIX LP	753526 754191	51191 51191	EMULSION OIL HOT ASPHALT	114.05 138.24 252.29
110884	1/6/2016	11426 TABS, ETC INC	151193		CAFR WHITE TABS	134.46 134.46
110885	1/6/2016	10158 THE SOCO GROUP INC	0241212-IN CL58569	51149 51288	DELIVERED FUEL FLEET CARD FUELING	895.01 1,303.57 2,198.58
110886	1/6/2016	12210 TILTON PACIFIC CONSTRUCTION INC	CD14031S		REFUNDABLE SECURITY	6,018.60 6,018.60
110887	1/6/2016	10520 TRAFFIC SAFETY MATERIALS INC	5300	51179	STENCIL	69.95 69.95
110888	1/6/2016	10642 USPS-HASLER	12152015		DEC POSTAGE REIMB.	2,145.22 2,145.22
110889	1/6/2016	10135 VIKING BATTERY	11476		NEW 12 VOLT BATTERY	108.00 108.00
110890	1/6/2016	10537 WETMORES	13052867	51113	VEHICLE REPAIR PART	94.80 94.80
110891	1/6/2016	10318 ZOLL MEDICAL CORPORATION	2314351	51156	EMS SUPPLIES	652.05 652.05
57 Vouchers for bank code : ubqen						129,703.45

Bank code : ubgen
Voucher Date Vendor Invoice PO # Description/Account Amount
57 Vouchers in this report
Total vouchers : 129,703.45

Prepared by: 
Date: 1/06/2016
Approved by: _____
Date: _____

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110892	1/7/2016	10208 ANTHEM BLUE CROSS	000564070B		EMPLOYEE ASSISTANCE PROGRAM	261.96
					Total :	261.96
110893	1/7/2016	10350 ASSURANT EMPLOYEE BENEFITS	January 2016		DENTAL INSURANCE	7,707.58
					Total :	7,707.58
110894	1/7/2016	10334 CHLIC	1920821		HEALTH INSURANCE	168,185.87
					Total :	168,185.87
110895	1/7/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 12/30/15		FLEXIBLE SPENDING ACCOUNT	2,024.92
					Total :	2,024.92
110896	1/7/2016	10353 PERS	12 15 5		RETIREMENT PAYMENT	87,040.08
					Total :	87,040.08
110897	1/7/2016	10785 RELIANCE STANDARD LIFE	January 2016		VOLUNTARY LIFE INSURANCE	1,165.62
					Total :	1,165.62
110898	1/7/2016	10424 SANTEE FIREFIGHTERS	PPE 12/30/15		DENTAL/DUES/PEC/BENEVOLENT/I	5,130.99
					Total :	5,130.99
110899	1/7/2016	10776 STATE OF CALIFORNIA	PPE 12/30/15		WITHHOLDING ORDER	267.69
					Total :	267.69
110900	1/7/2016	10001 US BANK	PPE 12/30/15		PARS RETIREMENT	312.84
					Total :	312.84
110901	1/7/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 12/30/15		ICMA - 457	27,396.46
					Total :	27,396.46
110902	1/7/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 12/30/15		RETIREE HEALTH SAVINGS ACCOL	22,908.72
					Total :	22,908.72
11 Vouchers for bank code : ubgen						322,402.73
11 Vouchers in this report						322,402.73

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

Prepared by: T. Griffin
Date: 1-7-16
Approved by: James G. Schubert
Date: 1-7-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110903	1/13/2016	10001 US BANK	0085		MEETING SUPPLIES	13.63
			0119342		BADGES	403.38
			01611		HILLCREEK BRIDGE REPAIRS	30.67
			01914		TOOLS FOR V121	16.18
			02009		SHOP SUPPLIES/TOOLS	93.80
			02276		REBAR	68.29
			02474		BARRICADE SUPPLIES	217.27
			02573		SUPPLIES FOR V109	83.15
			032274		MEETING SUPPLIES	25.01
			047672		MEETING SUPPLIES	68.67
			0577818		GENERAL SUPPLIES	-50.60
			059461		SENIOR LUNCH	38.63
			059824		AB123 TRAINING	6.50
			09337		FACILITY SUPPLIES	81.90
			09826		PAINT FOR SHOP	60.49
			102929913512		GENERAL SUPPLIES	67.98
			1059833		AB123 TRAINING	8.09
			107-5533335-6805863		FAX MACHINE	36.50
			11450384639		EQUIPMENT SUPPLIES	80.93
			11450443697		MATERIALS & SUPPLIES	-26.99
			115-5580085-4459462		EQUIPMENT SUPPLIES	60.24
			115-6154770-4441840		EQUIPMENT SUPPLIES	28.76
			115-8105802-5036238		EQUIPMENT SUPPLIES	19.17
			12032015		PARKING	10.00
			120715		1095 FORMS	104.17
			12122015		2016 EMPLOYMENT POSTERS	246.00
			12142015		ASSOC. CIVIL ENG INTERVIEWS	42.77
			122215		SUPPLIES	105.86
			12222015		MEETING SUPPLIES	24.98
			14-00361993-001		FUEL PUMP COVER MATERIALS	223.07
			154969		OFFICE SUPPLIES	36.85
			158635		OFFICE SUPPLIES	8.19
			160		FD APPARATUS INSPECTION	13.99
			2031294		CONCRETE	490.22
			2096257		HVAC SUPPLIES	167.09
			2133904600		HOUSING FOR CONFERENCE	650.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110903	1/13/2016	10001 US BANK	(Continued)			
			2158		BLUEGRASS FESTIVAL	150.00
			2-2015		CLASS SUPPLIES	8.21
			25300		PAINT AND SUPPLIES	79.86
			2714		GENERAL SUPPLIES	45.20
			294		BINDING CHARGE	4.00
			31274		EMERGENCY SUPPLIES	1,166.75
			3-222786-V		VEHICLE REPAIR PART	9.89
			32256		SR LUNCHEON	447.31
			341050		DRAIN PLUG	4.21
			3506788		ENVIRONMENTAL FEES	741.00
			36917		MISSION CRK FOUNTAIN RPRS	78.78
			400016729		HANDHELD STOP SIGNS	179.14
			452		EMS SUPPLIES	188.45
			45428		POWDER COATING	199.80
			47		TEEN CENTER SPECIAL EVENT	87.42
			51394		ENGINEERING FORMS	485.27
			530-583-5605		MEMBERSHIP & REGISTRATION	1,190.00
			534100005386		EQUIPMENT REPAIR PART	30.29
			56164		FOUNTAIN SUPPLIES	29.64
			62527		TOOLS	48.48
			6384931		TEEN CENTER PROMO	22.60
			6925		GENERAL SUPPLIES	26.00
			6939		OFFICE SUPPLIES	29.15
			69916		V109 SUPPLIES	36.45
			71		SPARC MEETING SUPPLIES	21.97
			72666		YARD STOCK	49.32
			73532		SMALL TOOLS	29.59
			74102699		LANDSCAPING SUPPLIES	127.53
			757-259-441		EMPLOYEE HOLIDAY SOCIAL	60.00
			7582		FD APPARATUS INSPECTION	8.93
			808610682-001		OFFICE SUPPLIES	161.94
			808935616-001		OFFICE SUPPLIES	161.94
			8221		CLASS SUPPLIES	6.89
			83026479736901888349		SHIPPING CHARGE	16.21
			85		STATION SUPPLIES	83.69
			89652		BARRICADE MATERIALS	125.07

Bank code : ubgen

Voucher 110903 Date 1/13/2016 Vendor 10001 US BANK

Invoice	PO #	Description/Account	Amount
(Continued)			
908		MAT/SUP TEEN CENTER	78.76
9218		FD APPARATUS INSPECTION	42.61
9508		TIRE SUPPLIES	120.47
95468		SPARC - BRKFST PREMEETING	38.62
96295		FACILITY SUPPLIES	34.14
CALTOXIC2016		STATE TOXIC FEE	207.50
CUFC12-03-15		SCUFC LUNCH	25.00
DM2088656		BLUEGRASS FESTIVAL	1,763.60
E32182		EMPLOYEE SOCIAL	1,728.00
EZ5117D6F8L		GENERAL SUUPLIES	-40.76
EZ5HD4AGT3S		GENERAL SUPPLIES	40.76
F0117		MEETING SUPPLIES	11.48
H93		FD APPARATUS INSPECTION	150.00
J3QFTGBIXUG		GENERAL SUPPLIES	40.76
J3QG58UIQ7P		GENERAL SUPPLIES	-40.76
OOXUL10J23X		GENERAL SUPPLIES	-40.76
OOXV8C9SXIO		GENERAL SUPPLIES	40.76
PMQ6ID88RLP		GENERAL SUPPLIES	-40.76
PMQWHF3FTD		GENERAL SUPPLIES	40.76
SD262449		VEHICLE REPAIR PARTS	201.53
UNKTCHZZVDH		GENERAL SUPPLIES	40.76
UNKUG7YX5TF		GENERAL SUPPLIES	-40.76
		Total :	14,097.53

1 Vouchers for bank code : ubgen

Bank total : 14,097.53

1 Vouchers in this report

Total vouchers : 14,097.53

Prepared by: 
 Date: 01-13-16
 Approved by: 
 Date: 1-13-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110904	1/14/2016	12060 ACCOUNTING PRINCIPALS	7546496	51212	TEMP A/P CLERK	1,346.67
					Total :	1,346.67
110905	1/14/2016	10173 AIR CLEANING SYSTEMS INC	31870		APPARATUS RM AIR CLNING	2,557.71
					Total :	2,557.71
110906	1/14/2016	10742 ASSOCIATION OF ENVIRONMENTAL	2031108		MEMBERSHIP RENEWAL	250.00
					Total :	250.00
110907	1/14/2016	10412 AT&T	6194488048		CALSENSE IRRIGATION	38.06
					Total :	38.06
110908	1/14/2016	10189 ATTENTION GETTERS DESIGN INC	38969	51058	VEHICLE SUPPLIES	622.79
			38985	51058	VEHICLE SUPPLIES	21.70
					Total :	644.49
110909	1/14/2016	10262 AUSTIN, ROY	JAN-MAR 2016 REIMBUR		RETIREE HEALTH INS. REIMB.	457.53
					Total :	457.53
110910	1/14/2016	12136 BOB MURRAY & ASSOCIATES	6528	51267	PROFESSIONAL SERVICES	6,580.33
					Total :	6,580.33
110911	1/14/2016	10021 BOUND TREE MEDICAL LLC	81995954	51273	EMS SUPPLIES	3.14
					Total :	3.14
110912	1/14/2016	10024 BUSINESS PRINTING COMPANY INC	123529		BUILDING DIVISION FORMS	82.08
					Total :	82.08
110913	1/14/2016	10668 CALIFORNIA BUILDING STANDARDS	OCT-DEC 2015		SB 1473 OCT - DEC 2015	504.90
					Total :	504.90
110914	1/14/2016	10299 CARQUEST AUTO PARTS	11102-384779	51063	VEHICLE REPAIR PARTS	192.48
					Total :	192.48
110915	1/14/2016	10031 CDW GOVERNMENT LLC	BNC6495	51302	SOFTWARE LICENSE	635.98
					Total :	635.98

Bank code :		ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
110916	1/14/2016	10223 CHRISTIAN WHEELER ENGINEERING	40041	51284	GEOTECHNICAL REVIEW	1,050.00					
					Total :	1,050.00					
110917	1/14/2016	10035 COMPETITIVE METALS INC	203853	51066	METAL	69.55					
			203981	51066	METAL	85.46					
					Total :	155.01					
110918	1/14/2016	12190 CONAN CONSTRUCTION	2684	51299	FOUNDATION REPAIR	69,815.00					
			RETENTION		RETENTION	-3,490.75					
					Total :	66,324.25					
110919	1/14/2016	10845 CONTROLLED ENTRY SPECIALISTS	827512	51129	APPARATUS DOOR RPRS	322.00					
					Total :	322.00					
110920	1/14/2016	10234 COUNTY OF SAN DIEGO	20151221-05871	51132	GENERATOR PERMITS	309.00					
					Total :	309.00					
110921	1/14/2016	10333 COX COMMUNICATIONS	094486701		CITY HALL GROUP BILL	2,916.98					
			105080401		9310 FANITA PKWY	31.46					
					Total :	2,948.44					
110922	1/14/2016	10046 D MAX ENGINEERING INC	3020	51238	DRY WEATHER MONITORING	2,717.09					
					Total :	2,717.09					
110923	1/14/2016	10042 DALEY & HEFT LLP	46609		LEGAL SERVICES - CLAIMS	4,694.08					
					Total :	4,694.08					
110924	1/14/2016	10433 DEPARTMENT OF CONSERVATION	OCT-DEC 2015		SMIP OCT - DEC 2015	1,464.95					
					Total :	1,464.95					
110925	1/14/2016	10045 DIAMOND ENVIRONMENTAL SERVICES	0000574898	51214	PORTABLE TOILET RNTL	118.00					
					Total :	118.00					
110926	1/14/2016	10053 EL CAJON PLUMBING & HEATING	285252	51074	PLUMBING REPAIRS	111.81					
			285269	51074	PLUMBING REPAIRS	78.63					
					Total :	190.44					
110927	1/14/2016	10580 FASTENAL COMPANY	CAS1612745	51188	YARD SUPPLIES	269.81					

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110927	1/14/2016	10580 FASTENAL COMPANY	(Continued) CAS1612746	51188	YARD SUPPLIES	87.25
					Total :	357.06
110928	1/14/2016	10251 FEDERAL EXPRESS	5-259-46506 5-274-37382		SHIPPING CHARGES SHIPPING CHARGES	20.26 72.12
					Total :	92.38
110929	1/14/2016	10009 FIRE ETC	82756 82875	51080 51080	RADIO REPAIR RADIO REPAIR	425.00 340.00
					Total :	765.00
110930	1/14/2016	10065 GLOBAL POWER GROUP INC	41956 41957	51135 51135	ELECTRICAL REPAIRS ELECTRICAL REPAIRS	135.00 90.00
					Total :	225.00
110931	1/14/2016	11196 HD SUPPLY FACILITIES	9142589041	51085	SHOP SUPPLIES	82.86
					Total :	82.86
110932	1/14/2016	10256 HOME DEPOT CREDIT SERVICES	3152262 6152191 7152383 8152347 8152348	51086 51086 51086 51086 51086	STATION SUPPLIES FUEL PUMP COVER VEHICLE SUPPLIES MATERIALS RETURNED FUEL PUMP COVER	9.15 333.52 17.26 -55.96 107.90
					Total :	411.87
110933	1/14/2016	10301 HORSMAN AUTOMOTIVE	393912	51087	VEHICLE SMOG INSPECTION	44.95
					Total :	44.95
110934	1/14/2016	11233 JIMMIE JOHNSON'S KEARNY MESA	CTCS417812	51089	VEHICLE REPAIR	608.73
					Total :	608.73
110935	1/14/2016	11864 KIRKLAND OFFSET PRINTING	009601		CAFR FYE 2015 COVERS	15.88
					Total :	15.88
110936	1/14/2016	10174 LN CURTIS AND SONS	6050482-00	51269	FIRE HOSE	9,929.42
					Total :	9,929.42

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110937	1/14/2016	10079 MEDICO PROFESSIONAL	1724427	51277	MEDICAL LINEN SERVICE	20.02
			1724428	51277	MEDICAL LINEN SERVICE	12.68
			1728210	51277	MEDICAL LINEN SERVICE	12.68
			1728211	51277	MEDICAL LINEN SERVICE	20.02
					Total :	65.40
110938	1/14/2016	10507 MITEL LEASING	1349745		MONTHLY RENTAL 124690	117.52
			1350226		MONTHLY RENTAL 122670	878.90
			1350426		MONTHLY RENTAL 130737	74.85
			1350455		MONTHLY RENTAL 131413	81.40
					Total :	1,152.67
110939	1/14/2016	10083 MUNICIPAL EMERGENCY SERVICES	00698404_SNV	51042	BREATHING AIR SYSTEM	4,150.00
					Total :	4,150.00
110940	1/14/2016	10218 OFFICE DEPOT	1880888174		SUPPLIES-CAFR 2015	20.51
			804187625001	51096	OFFICE SUPPLIES	94.77
			813423821001	51096	OFFICE SUPPLIES	-20.63
			813424140001	51096	OFFICE SUPPLIES	-9.35
					Total :	85.30
110941	1/14/2016	10344 PADRE DAM MUNICIPAL WATER DIST	29701296		SANTEE AREA - FLOATER 29701296	237.20
					Total :	237.20
110942	1/14/2016	11430 PATHWAYS CHURCH	TUP1509A		REFUNDABLE DEPOSIT	1,000.00
					Total :	1,000.00
110943	1/14/2016	11888 PENSKE FORD	59814	51098	VEHICLE REPAIR PART	122.43
			59955	51098	VEHICLE REPAIR PARTS	59.71
					Total :	182.14
110944	1/14/2016	12107 QUICK CRETE PRODUCTS	0102503-IN	51291	CONCRETE BOLLARD	1,049.76
					Total :	1,049.76
110945	1/14/2016	10097 ROMAINE ELECTRIC CORPORATION	12-032628	51255	VEHICLE SUPPLIES	89.14
			12-032694	51255	VEHICLE SUPPLIES	108.00
					Total :	197.14

Voucher List
CITY OF SANTEE

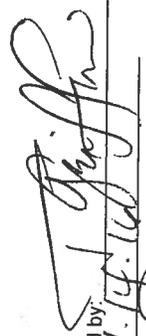
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
110946	1/14/2016	10212 SANTEE SCHOOL DISTRICT	2015-2	51143	TEEN CTR TRANSPORTATION	473.00
			2015-3	51143	TEEN CTR TRANSPORTATION	616.00
					Total :	1,089.00
110947	1/14/2016	10768 SANTEE SCHOOL DISTRICT	122215	51304	CHET HARRITT FIELDS	60,988.00
110948	1/14/2016	11797 SOMBAYEVA, DILYARA	2003288.001		REFUND REC FEES	60,988.00
110949	1/14/2016	10213 SOUTH BAY FOUNDRY INC	0156772-IN		MEMORIAL BENCH CUNNANE	200.00
110950	1/14/2016	11056 STANDARD ELECTRONICS	23155		CITY HALL FOUNDATION RPR	1,183.68
			23174		CITY HALL FOUNDATION RPR	1,183.68
					Total :	200.00
110951	1/14/2016	10217 STAPLES ADVANTAGE	3287189049	51171	OFFICE SUPPLIES	5.28
			3287263085	51171	OFFICE SUPPLIES	191.30
					Total :	196.58
110952	1/14/2016	10119 STEVEN SMITH LANDSCAPE INC	31781	51145	LANDSCAPE - EXTRA WK	1,010.00
			31782	51145	LANDSCAPE SERVICES	1,530.00
					Total :	2,540.00
110953	1/14/2016	11152 TERRY SHAW PAINTING	18	51207	PAINTING SERVICES	4,918.69
110954	1/14/2016	10158 THE SOCO GROUP INC	CL59573	51288	FLEET CARD FUELING	4,918.69
110955	1/14/2016	10692 UNITED PARCEL SERVICE	000006150X515		SHIPPING CHARGES	15.02
110956	1/14/2016	10555 UNITIS INC	110895	51181	EMPTY SAND BAGS	15.02
110957	1/14/2016	10211 VISION INTERNET PROVIDERS	31670		WEB HOSTING	444.85
					Total :	444.85
					Total :	200.00

Voucher List
CITY OF SANTEE

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
110957	1/14/2016	10211	VISION INTERNET PROVIDERS	(Continued)			
110958	1/14/2016	10136	WEST COAST ARBORISTS INC	111365	51183	TREE MAINTENANCE SVCS	200.00
				111366	51183	TREE MAINTENANCE SVCS	925.00
							460.00
							1,385.00
110959	1/14/2016	10148	WESTAIR GASES & EQUIPMENT INC	10235750	51184	WELDING SUPPLIES	55.80
							55.80
110960	1/14/2016	10232	XEROX CORPORATION	139898038	51119	SUPPLIES	140.69
							140.69
							140.69
						Bank total :	188,747.28
						Total vouchers :	188,747.28

57 Vouchers for bank code : ubgen

57 Vouchers in this report

Prepared by: 
 Date: 1-14-16
 Approved by: 
 Date: 1-14-16

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
617334	1/21/2016	10402 BANK OF NEW YORK MELLON	8900606738		CDBG SEC. 108 LOAN PYMT	8,113.00
					Total :	8,113.00
617373	1/22/2016	10401 US BANK TRUST	180121167365C		DEBT SERVICE TAB 2011B	201,082.84
					Total :	201,082.84
617415	1/22/2016	10401 US BANK TRUST	180121167365B		DEBT SERVICE TAB 2011A	824,330.08
					Total :	824,330.08
617493	1/22/2016	10401 US BANK TRUST	180121167365		DEBT SERVICE TAB 2005	387,599.45
					Total :	387,599.45
617586	1/14/2016	10401 US BANK TRUST	180121167365A		DEBT SERVICE LRB 2005	188,539.87
					Total :	188,539.87
624297	1/12/2016	10482 TRISTAR RISK MANAGEMENT	97389		WORKERS' COMPENSATION	18,480.60
					Total :	18,480.60
6 Vouchers for bank code : ubgen						Bank total : 1,628,145.84
6 Vouchers in this report						Total vouchers : 1,628,145.84

Prepared by: 
 Date: 1-19-2016
 Approved by: 
 Date: 1-19-16

City of Santee
COUNCIL AGENDA STATEMENT

1D

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATIONS FOR
CALRECYCLE PAYMENT PROGRAM AND RELATED AUTHORIZATIONS

DIRECTOR/DEPARTMENT Bill Maertz, Community Services 

SUMMARY

The Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions, such as the City of Santee. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs.

CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program. As such, beginning with the fiscal year 2015-16 funding cycle, all jurisdictions will be required to provide a Resolution to CalRecycle.

Recycling grants received from CalRecycle are used in promoting the recycling and diversion of waste from going to the landfills and Used Oil grants are used to promote the recycling as well as proper disposal of used oil.

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT 

Adoption of this resolution will enable the City to continue to receive State recycling and used oil grants.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION 

Adopt the Resolution authorizing the City's submittal of applications for CalRecycle's payment program and authorizing the City Manager to execute all necessary documents to implement the program and secure payemnt.

ATTACHMENTS (Listed Below)

Resolution

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING SUBMITTAL OF APPLICATIONS FOR CALRECYCLE
PAYMENT PROGRAM AND RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee that the City of Santee is authorized to submit an application to CalRecycle for any and all payment programs offered.

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or the Santee City Council.

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

AYES:

NOES:

ABSTAIN:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL CMC, CITY CLERK

1E

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$86,278.97 FOR DECEMBER 2015 LEGAL SERVICES AND RELATED COSTS

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

SUMMARY

Legal service billings proposed for payment for the month of December 2015 total \$86,615.37 as follows:

- 1) General Retainer Services - \$13,411.66
- 2) Labor & Employment - \$1,442.10
- 3) Litigation & Claims-General Fund - \$6,913.69
- 4) Special Projects-General Fund - \$22,603.43
- 5) Litigation & Claims-Other Funds - \$355.30
- 6) Manufactured Home Fair Practices Commission - \$522.50
- 7) CDC Successor Agency Bond Proceeds (Prospect Ave. Enhancements) - \$6,860.70
- 8) Applicant Initiated Projects - \$34,169.59

FINANCIAL STATEMENT *tm*

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 418,000.00	
Revised Budget	\$ 418,000.00	
Prior Expenditures	(134,901.34)	
Current Request	(44,370.88)	\$ 238,727.78
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 60,000.00	
Revised Budget	\$ 78,700.47	
Prior Expenditures	(16,169.61)	
Current Request	(7,738.50)	\$ 54,792.36

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *[Signature]*

Approve the expenditure of \$86,278.97 for December 2015 legal services and related costs.

ATTACHMENT (Listed Below)

Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY
FY 2015-16

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Current Request Mo/Yr	Current Request Amount
General Fund:						
General / Retainer	\$ 162,000.00	\$ 162,000.00	\$ 65,778.70	\$ 96,221.30	Dec-15	\$ 13,411.66
Labor & Employment	50,000.00	50,000.00	29,166.97	20,833.03	Dec-15	1,442.10
Litigation & Claims	70,000.00	70,000.00	11,118.55	58,881.45	Dec-15	6,913.69
Special Projects	136,000.00	136,000.00	28,837.12	107,162.88	Dec-15	22,603.43
Total	\$ 418,000.00	\$ 418,000.00	\$ 134,901.34	\$ 283,098.66		\$ 44,370.88
Other City Funds:						
Litigation & Claims	\$ 50,000.00	\$ 50,000.00	\$ 2,517.19	\$ 47,482.81	Dec-15	\$ 355.30
MHFP Commission	10,000.00	10,000.00	1,812.65	8,187.35	Dec-15	522.50
Total	\$ 60,000.00	\$ 60,000.00	\$ 4,329.84	\$ 55,670.16		\$ 877.80
CDC Successor Agency Bond Proceeds:						
Prospect Avenue Project	\$ -	\$ 18,700.47	\$ 11,839.77	\$ 6,860.70	Dec-15	\$ 6,860.70

LEGAL SERVICES BILLING SUMMARY
FY 2015-16

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Current Request Mo/Yr	Current Request Amount
Applicant-initiated (paid from developer/applicant deposits)						
Cheyenne Development	n/a	n/a	\$ 5,112.20	n/a	Dec-15	\$ 267.30
Sky Ranch	n/a	n/a	2,747.32	n/a		-
Lantern Crest	n/a	n/a	1,201.00	n/a		-
Castlerock	n/a	n/a	6,634.51	n/a	Dec-15	2,566.64
El Nopal Estates II	n/a	n/a	13,451.89	n/a	Dec-15	746.72
Wal-Mart	n/a	n/a	683.90	n/a		-
Fanita (HomeFed)	n/a	n/a	28,564.97	n/a	Dec-15	5,671.04
Mission Gorge Retail Bldg.	n/a	n/a	1,014.00	n/a		-
Santee 50	n/a	n/a	6,364.30	n/a	Dec-15	2,286.04
Helix Environmental	n/a	n/a	1,283.00	n/a		-
Vision Systems	n/a	n/a	5,105.30	n/a	Dec-15	991.20
Sonic CUP Modification	n/a	n/a	1,469.50	n/a		-
Rockvill Self Storage	n/a	n/a	3,017.67	n/a		-
Karl Strauss	n/a	n/a	21,483.66	n/a	Dec-15	18,999.96
Davisson Multi-Family	n/a	n/a	5,247.90	n/a	Dec-15	260.70
Prospect Estates	n/a	n/a	7,308.95	n/a	Dec-15	227.20
Braverman Drive	n/a	n/a	7,350.00	n/a		-
Heaney Properties	n/a	n/a	1,437.50	n/a		-
Various Other Projects	n/a	n/a	2,607.46	n/a	Dec-15	2,152.79
Total			\$ 122,085.03			\$ 34,169.59

Total Previously Spent to Date FY 2015-16		Total Proposed for Payment	
General Fund	\$ 134,901.34	General Fund	\$ 44,370.88
Other City Funds	4,329.84	Other City Funds	877.80
CDCSA Bond Proceeds	11,839.77	CDCSA Bond Proceeds	6,860.70
Applicant Deposits	122,085.03	Applicant Deposits	34,169.59
Total	\$ 273,155.98	Total	\$ 86,278.97

City of Santee
COUNCIL AGENDA STATEMENT

1F

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT OF WAY IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE MISSION GORGE RETAIL CENTER (DR 2014-06) LOCATION: 9261 MISSION GORGE ROAD

DIRECTOR/DEPARTMENT Melanie Kush, Development Services



SUMMARY

BDI Carlton Hills, LP/ West Bernardo, LP ("BDI") is required to construct public improvements associated with the commercial development project on Mission Gorge Road as required by the project conditions of approval. The construction plans have been reviewed and accepted by the Department of Development Services. BDI has also provided to the City of Santee the bonds, securities and Right of Way Improvement Agreement necessary to secure, and move forward with, the construction of the public improvements.

The City Council is requested to authorize the City Manager to execute the Right of Way Agreement with BDI.

ENVIRONMENTAL REVIEW

Environmental review was conducted with the Development Review Permit.

FINANCIAL STATEMENT

The City Consolidated Fee Schedule provides for full cost recovery of staff time from fees paid by the developer BDI.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION

Authorize the City Manager to execute the Public Right of Way Improvement Agreement.

ATTACHMENTS

- Resolution
- Vicinity Map
- Public Right of Way Improvement Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT OF WAY
IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH
THE MISSION GORGE RETAIL CENTER (DR 2014-06)
LOCATION: 9261 MISSION GORGE ROAD**

WHEREAS, on February 17, 2015, BDI Carlton Hills, LP and West Bernardo, LP obtained approval of a Development Review Permit to construct a new 4,873 square-foot, multi-tenant commercial building at 9261 Mission Gorge Road (DR 2014-6) per Action of the Director of Development; and

WHEREAS, as a condition of approval, BDI Carlton Hills, LP and West Bernardo, LP is required to install a public improvements along Mission Gorge adjacent to their site; and

WHEREAS, under the direction of the City Engineer the public improvement plans have been reviewed and accepted, in conformance with the City of Santee's Public Works Standards.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the City Manager to execute the Public Right of Way Improvement Agreement and directs the City Clerk to certify approval of the associated Public Right of Way Improvement Agreement.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of January 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

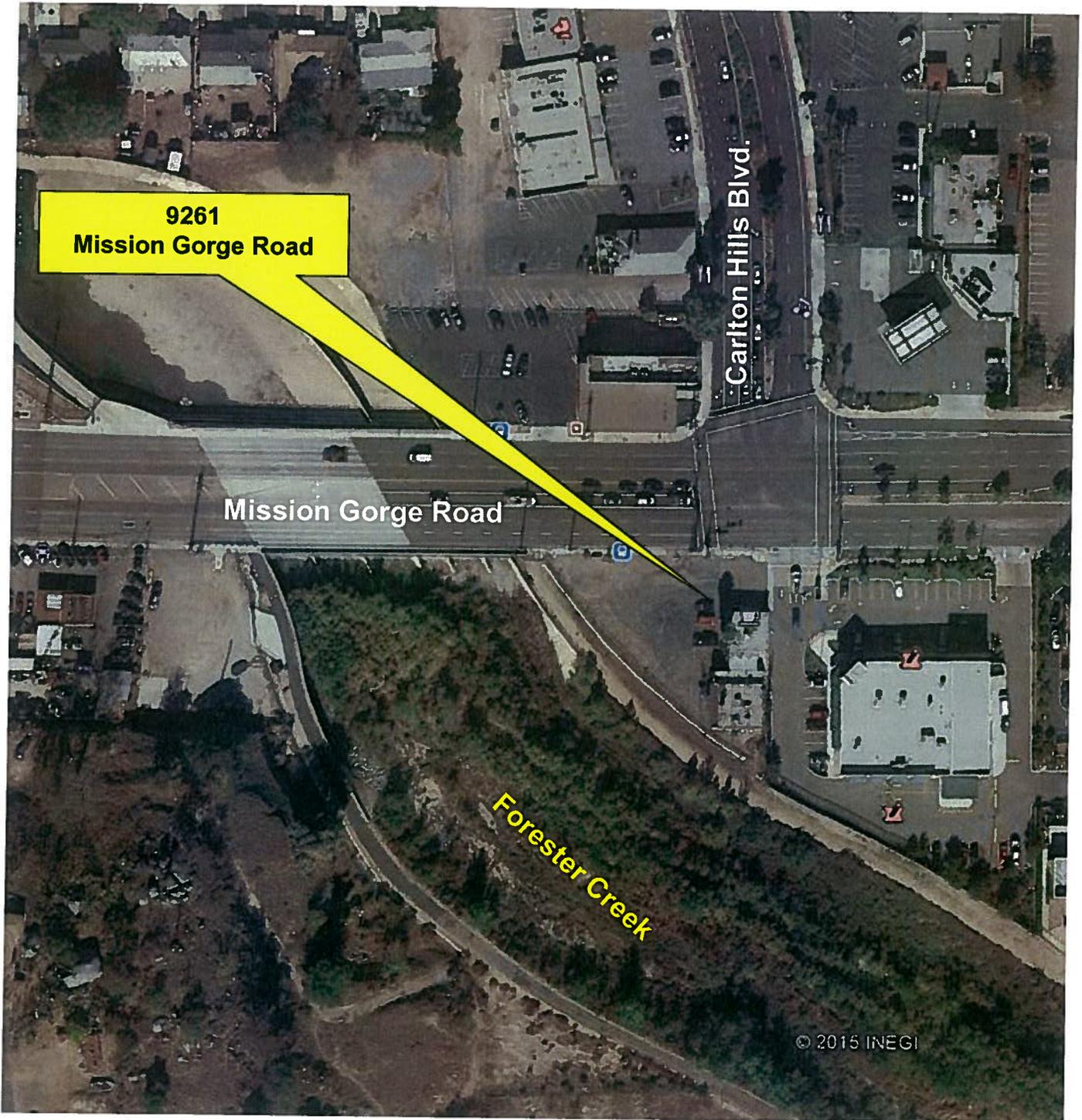
APPROVED:

RANDY VOEPEL, MAYOR

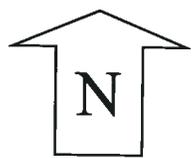
ATTEST:

PATSY BELL, CMC, CITY CLERK

VICINITY MAP



DR2014-6 Project Site: 9261 Mission Gorge Road



CITY OF SANTEE

PUBLIC RIGHT-OF-WAY IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: September 21, 2015

NAME OF DEVELOPER: BDI Carlton Hills, LP and West Bernardo, LP
(referred to as "Developer")

NAME OF DEVELOPMENT: Mission Gorge Retail
(referred to as "Development")

PROJECT NUMBERS: DR2014-06

DEVELOPMENT REVIEW OR
CONDITIONAL USE PERMIT
RESOLUTION OF APPROVAL: DR2014-6 DATE: 2/17/2015
(referred to as "Resolution of Approval")

IMPROVEMENT PLAN NO(S): 2015-141 to 146
(referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$141,990

SURETY/FINANCIAL INSTITUTION: Atlantic Specialty Insurance Company

ADDRESS: 601 Carlson Parkway suite 700, Minnetonka, MN 55305

FORM OF SECURITY: SURETY BOND

SECURITY ID NOS.: NAIC # 27154, 80017502

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

RECITALS

A. Developer has presented to City for approval a Development proposal for a proposed Development pursuant to provisions of the Santee Municipal Code and regulations relating to the filing and approval of land development within the City of Santee.

B. A permit for the Development has been approved. The Resolution of Approval is on file in the Office of the City Clerk is hereby incorporated into this

agreement by reference.

C. The Santee Municipal Code establishes as a condition precedent to the Developer performing work within the limits of the public right-of-way, the Developer must enter into a secured agreement with City to complete the construction and installation of improvements within a period of time specified by City.

D. In consideration of approval of the permit for the Development by the Planning Commission or City Council (hereinafter referred to as "Legislative Body"), Developer desires to enter into this agreement, whereby Developer promises to install and complete at Developer's own expense, unless otherwise provided for in the Resolution of Approval, all the public improvement work required by City in connection with the proposed Development. Developer has secured this agreement with improvement security required by the Santee Municipal Code and approved by the City Attorney.

E. Improvement Plans for the construction, installation and completion of the improvements have been prepared by Developer and approved by the City Engineer and are incorporated into this agreement by this reference. All references in this agreement to the Improvement Plans shall include any specifications for the improvements as approved by the City Engineer.

F. An estimate of the cost of constructing the public improvements and performing land development work in connection with the public improvement requirements according to the improvement plans has been made and approved by the City Engineer or his/her representative. The estimated amount is stated on Page 1 of the agreement and the basis for this estimate is attached as Exhibit "A".

NOW, THEREFORE, in consideration of the approval of the proposed Development by the Legislative Body, Developer and City agree as follows:

1. Developer's Obligations to Construct Improvements.
Developer shall:

a. Comply with all the requirements of the Resolution of Approval, any amendments thereto, and with the provisions of the Santee Municipal Code.

b. Complete at Developer's own expense, all the public improvement work required by Resolution and the City standards as follows:

IMPROVEMENTS

DEADLINE DATE

Drawing No.2015-141 to 146

prior to occupancy

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

c. Furnish the necessary material for completion of the public improvements in conformity with the improvement plans and City standards.

d. Acquire and dedicate, or pay the cost of acquisition by City, all rights-of-way, easements and other interests in real property required for construction or installation of the public improvements, except as may otherwise be provided for in the Resolution of Approval, free and clear of all liens and encumbrances. The Developer's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Developer and City. Developer shall also be responsible for obtaining any public or private drainage easements or other authorization to accommodate the Development.

e. Notify City Engineer in writing at least five working days prior to the commencement of the work so that City Engineer will be able to schedule inspections.

f. Complete the improvements under this contract on or before the time limit stated in Section 1, Subsection b hereof, unless a time extension is granted by the City Manager as authorized by Section 20.

2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land development work contemplated by this agreement is to be constructed or installed on land not owned by Developer, no construction or installation shall be commenced prior to:

a. The offer of dedication to City of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The dedication to, and acceptance by City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer.

c. The issuance by a court of competent jurisdiction, pursuant to the state eminent domain law, of an order of possession. Developer shall comply in all respects with the order of possession.

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

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

a. To assure faithful performance of this agreement in regard to the improvements in an amount of 100% of the estimated costs of the improvements; and,

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 50% of

the estimated cost of the improvements; and,

c. To guarantee or warranty the work done pursuant to this agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements. The Warranty Security shall be included with, and made a part of the faithful performance security until release of the faithful performance security as specified in Paragraph 5, Subsection a hereof; and,

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

4. Guarantee or Warranty for One Year. In addition to any other remedy in law or equity, Developer shall guarantee or warranty the work done pursuant to this agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Developer fails to fulfill any of the requirements of this agreement or the improvement plans and specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, Developer hereby authorizes City, at City's option, to perform the work twenty (20) days after mailing written notice of default to Developer and to Developer's Surety/Financial Institution, and agrees to pay cost of such work by City. Should the City determine that an urgency requires repairs or replacements to be made before Developer can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Developer shall pay to City the cost of such repairs. City shall take all steps reasonably possible to notify Developer of such urgency, but failure to receive notification, shall not relieve the Developer or their Surety/Financial Institution from the obligation to pay for the entire cost of such urgency work.

5. Release of Securities. The securities required by this agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work and after the expiration of the time limits for filing claims against the City, subject to the provisions of subsection 5 b hereof. Release is made provided that 10% of the original security amount given for faithful performance shall be retained as security for guarantee and warranty of the work performed.

b. The City Engineer may release 90% of the security given for faithful performance of improvement work upon acceptance of the improvement work by City Council.

c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to 125% of the total amounts claimed by all claimants for whom liens have been filed and of which notice has been given to the City, conditioned upon the payment of said claims together with costs of suit plus reasonable attorney's fees, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security is to be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 4, the warranty period shall not commence until final acceptance of all work and improvements by the City Council.

e. The City may retain from any security released, an amount sufficient to cover costs, reasonable expenses, and fees, including reasonable attorneys' fees.

6. Inspection and Acceptance. Developer shall at all times maintain proper facilities and safe access for inspection of the public improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Developer shall request a final inspection by the City Engineer, or his/her authorized representative. If the City Engineer, or his/her authorized representative, determines that the work has been completed in accordance with this agreement, they shall certify the completion of the public improvements to the City Council. If the City Council determines that the improvements have been completed as required by this agreement, it shall accept the improvements within thirty days after the City Engineer certifies that the improvements have been completed. No improvements shall be accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Developer shall bear all costs of inspection and certification.

7. Final Acceptance of Work. Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. Such acceptance shall not constitute a waiver of defects by City, nor of the applicable statutes of limitation.

8. Alteration to Improvement Plans.
a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements which are mutually agreed upon by City and Developer, not exceeding 10% of the original estimated cost of the improvement or \$50,000 whichever is less, shall not change the amount of security required under Section 3. In the event such changes, alterations, or additions exceed such amounts, Developer shall provide additional security as required by Paragraph 3 of this agreement based on the total estimated cost of the improvements as changed, altered, or amended.

b. The Developer shall construct the improvements in accordance with the City standards in effect at the time of their construction. City reserves the right to modify the standards applicable to the Development and this agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or City zoning ordinances. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

9. Injury to Public Improvements, Public Property or Public Utility Facilities. Developer shall replace or repair subdivision monuments which are destroyed or damaged as a result of any work under this agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this agreement, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency, district or political subdivision thereof or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval of, the City Engineer.

10. Injury to Work. Until such time as the improvements are accepted by City, Developer shall be responsible to bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed and accepted by City, Developer will be responsible for the care, operation of, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

11. Default of Developer.

a. Default of Developer shall include, but not be limited, to, Developer's failure to timely commence construction of the improvements under this agreement; Developer's failure to timely complete construction of the improvements; Developer's failure to cure any defect in the improvements; Developer's failure to perform substantial construction work for a period of 20 calendar days after commencement of the work; Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within 30 days; the commencement of a foreclosure action against the Development or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or Developer's failure to perform any other obligation under this agreement.

b. The City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this agreement. In the event Developer fails to perform any of the terms or conditions of this agreement, the City will be damaged to the extent of the costs of installation of the improvements which Developer failed to install. The City shall have the right, to draw upon or utilize the appropriate security to mitigate City's damages in event of default by Developer. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any

other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, City's damages for Developer's default shall be measured by the actual cost to the City of completing the required improvements.

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

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

c. In the event that Developer fails to perform any obligation hereunder, Developer agrees to pay all costs and expenses incurred by City in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees.

d. The failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or any subsequent default of Developer.

12. Permits. Developer shall, at Developer's expenses, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

13. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

14. Other Agreements. Nothing contained in this agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers or developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this agreement commit City to any such apportionment.

15. Developer's Obligation to Warn Public During Construction. Until final acceptance of the improvements, Developer shall give good and adequate warning to the public for each and every dangerous condition present in improvements, whether brought to his or her attention by the City or otherwise, and will take all reasonable actions to protect the public from such dangerous conditions.

16. Vesting of Ownership. Upon acceptance of the work on behalf of City ownership of the improvements constructed pursuant to this agreement shall vest in City.

17. Indemnity/Hold Harmless. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees, in the performance of this agreement. Developer further agrees to protect and hold harmless City, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omission of Developer, its agents or employees in the performance of this agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements; provided, however, that the approved improvement security shall not be required to cover the provisions of this paragraph. Said indemnification and agreement to hold harmless shall extend to injuries to persons, and damages to or taking of property, resulting from the design or construction of said development, and the public improvements as provided herein, and, in addition, damage to adjacent property as a consequence of the drainage systems, streets and other public improvements. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the development or the improvements pursuant to the approved improvements plans or map, regardless of any action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, the Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, however Developer shall not be responsible for routine maintenance. Provision of this paragraph shall remain in full force and effect for ten years following the acceptance by the City of improvements. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this agreement and that City shall not be liable for any nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction.

18. Sale or Disposition of Development. Sale or other disposition of this property will not relieve Developer from the obligations set forth herein. If Developer sells the property or any portion of the property to any other person, the Developer may request a novation of this agreement and a substitution of security. Upon approval of the novation by City and substitution of securities approved by City, the Developer may request a release or reduction of the securities required by this agreement. Nothing in the novation shall relieve the Developer of the obligations under Paragraph 17 for the work or improvement done by Developer.

23. Severability. The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

24. Captions. The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provision of this agreement.

25. Litigation or Arbitration. This agreement may be enforced by litigation or arbitration at City's election and in that event, the prevailing party shall be entitled to costs and reasonable attorney's fees in enforcing the terms of this agreement.

26. Incorporation of Recitals. The Recitals to this agreement are hereby incorporated into the terms of this agreement.

27. Entire Agreement. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the City, the appropriate party shall be the City Manager.

Executed by Developer this 21 day of September, 2015.

DEVELOPER:
BDI Carlton Hills, LP
West Bernardo, LP

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

(Name of Developer)
Boardwalk Development Inc. General Partner

By: [Signature]
(sign here)

By: _____
Paul Malone
Interim City Manager

Ronald R. Bamberger
(print name here)

President, Boardwalk Development Inc.
(title and organization of signatory)

Attest: _____
Patsy Bell
CMC, City Clerk

[Signature]
Boardwalk Development, Inc., Gen Partner

By: _____
(sign here)

Approved as to form:

Phil Ludman
(print name here)

Shawn Hagerty
City Attorney

V.P.
(title and organization of signatory)

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

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

EXHIBIT 'A'

ENGINEER'S ESTIMATE FOR
MISSION GORGE RETAIL PUBLIC IMPROVEMENT PLAN

PORTION LOT 3, MAP 688
9269 MISSION GORGE ROAD
DR-2014-06

DRAWING No. 2015 -141 TO 146

ITEM	UNIT	QUANTITY	PRICE	COST
SURFACE IMPROVEMENT				
D/W G-17 MOD	S.F.	500	7.00	3,500.00
PAVERS	S.F.	275	16.00	4,400.00
BASE	CY.	20	22.00	440.00
SUBGRADE PREP	S.F.	650	0.40	260.00
C&G REMOVAL	L.F.	186	3.00	558.00
6" G&G PER G-2 TYPE G	L.F.	85	20.00	2,295.00
TRENCH RESURFACING	L.F.	185	25.00	4,625.00
C&G MEDIAN	L.F.	60	12.00	720.00
MEDIAN PAVERS	S.F.	65	15.00	975.00
SIDEWALK REMOVAL	SF	1,000	1.50	1,500.00
SIDEWALK	SF	1,120	5.50	6,160.00
PED RAMP	EA	2	1,600.00	3,200.00
STREET LIGHT	EA	1	7,000.00	7,000.00
NO PARKING SIGN	EA	2	100.00	200.00
UNDERGROUND ELE	LF	125	557.00	69,625.00

OK Jfa/3/15

TRAFFIC IMPROVEMENTS				
TRAFFIC IMP	L S	--	--	21,091.00

	CONSTRUCTION TOTAL		\$	126,549.00
AS-BUILTS	2%			2,531.00

	TOTAL		\$	129,080.00
	10% CONTINGENCY			12,910.00

	TOTAL BOND AMOUNT		\$	141,990.00

Estimate prepared by F. D. Rinehart August 26, 2015

Signed and Sealed by RCE:

F. D. Rinehart, RCE 28204
 Registration expires 3-31-2016



07209E02.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)
On 9-22-15 before me, Michelle M. Bender, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared RONALD R. BAMBERGER AND Phil Ladman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Michelle M. Bender
Signature of Notary Public
my commission expires 1-13-19

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of San Diego Public Right-of-way Improvement AGREEMENT
Document Date: 9-21-15 Number of Pages: 14 pages total in cl. this page
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: RONALD R. BAMBERGER Signer's Name: Phil Ladman
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

City of Santee
COUNCIL AGENDA STATEMENT

1G

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT OF WAY IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CAMERON COMMERCIAL RETAIL CENTER (P2014-01) LOCATION: 8866 MAGNOLIA AVENUE

DIRECTOR/DEPARTMENT Melanie Kush, Development Services



SUMMARY

Cameron Brothers Construction Co., LP is required to construct public improvements associated with the commercial development project on Magnolia Avenue as required by the project conditions of approval. The construction plans have been reviewed and accepted by the Department of Development Services. Cameron Brothers Construction Company., LP has also provided to the City of Santee the bonds, securities and Right of Way Improvement Agreement necessary to secure, and move forward with, the construction of the public improvements.

The City Council is requested to authorize the City Manager to execute the Right of Way Agreement with Santee Station, LLC.

ENVIRONMENTAL REVIEW

Environmental review was conducted with the Conditional Use Permit (P 2014-1).

FINANCIAL STATEMENT

The City Consolidated Fee Schedule provides for full cost recovery of staff time from fees paid by the developer Cameron Brothers Construction Co., LP.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION

Authorize the City Manager to execute the Public Right of Way Improvement Agreement.

ATTACHMENTS

Resolution

Vicinity Map

Public Right of Way Improvement Agreement

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT OF WAY
IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH
THE CAMERON COMMERCIAL RETAIL CENTER (P2014-01) LOCATION: 8866
MAGNOLIA AVENUE**

WHEREAS, on May 27, 2015, Cameron Brothers Construction Co., LP obtained approval of a Conditional Use Permit for the construction of 16,942 square foot mixed commercial and retail shopping center located at 8866 Magnolia Avenue per City Council Resolution NO. 044-2015; and

WHEREAS, as a condition of approval, Cameron Brothers Construction Co., LP is required to install a public improvements along Magnolia Avenue adjacent to their site; and

WHEREAS, under the direction of the City Engineer the public improvement plans have been reviewed and accepted, in conformance with the City of Santee's Public Works Standards.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the City Manager to execute the Public Right of Way Improvement Agreement and directs the City Clerk to certify approval of the associated Public Right of Way Improvement Agreement.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of January 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

VICINITY MAP



PUBLIC RIGHT OF WAY IMPROVEMENT AGREEMENT (P-2014-01)

**“Cameron Commercial” center
8866 Magnolia Avenue**

CITY OF SANTEE

PUBLIC RIGHT-OF-WAY IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: January 19, 2016

NAME OF DEVELOPER: SANTEE STATION, LLC
(referred to as "Developer")

NAME OF DEVELOPMENT: SANTEE STATION
(referred to as "Development")

PROJECT NUMBERS: CUP 2014-1

CONDITIONAL USE PERMIT
RESOLUTION OF APPROVAL: 044-2015 DATE: May 27, 2015
(referred to as "Resolution of Approval")

IMPROVEMENT PLAN NO(S): 2015-280 thru 2015-291
(referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$337,739

FORM OF SECURITY: Faithful Performance/Warranty and Labor and Materials Bond

SECURITY ID NOS.: 0204061809

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

RECITALS

A. Developer has presented to City for approval a Development proposal for a proposed Development pursuant to provisions of the Santee Municipal Code and regulations relating to the filing and approval of land development within the City of Santee.

B. A permit for the Development has been approved. The Resolution of Approval is on file in the Office of the City Clerk is hereby incorporated into this agreement by reference.

C. The Santee Municipal Code establishes as a condition precedent to the Developer performing work within the limits of the public right-of-way, the Developer must enter into a secured agreement with City to complete the construction and

installation of improvements within a period of time specified by City.

D. In consideration of approval of the permit for the Development by the Planning Commission or City Council (hereinafter referred to as "Legislative Body"), Developer desires to enter into this agreement, whereby Developer promises to install and complete at Developer's own expense, unless otherwise provided for in the Resolution of Approval, all the public improvement work required by City in connection with the proposed Development. Developer has secured this agreement with improvement security required by the Santee Municipal Code and approved by the City Attorney.

E. Improvement Plans for the construction, installation and completion of the improvements have been prepared by Developer and approved by the City Engineer and are incorporated into this agreement by this reference. All references in this agreement to the Improvement Plans shall include any specifications for the improvements as approved by the City Engineer.

F. An estimate of the cost of constructing the public improvements and performing land development work in connection with the public improvement requirements according to the improvement plans has been made and approved by the City Engineer or his/her representative. The estimated amount is stated on Page 1 of the agreement and the basis for this estimate is attached as Exhibit "A".

NOW, THEREFORE, in consideration of the approval of the proposed Development by the Legislative Body, Developer and City agree as follows:

1. Developer's Obligations to Construct Improvements.

Developer shall:

a. Comply with all the requirements of the Resolution of Approval, any amendments thereto, and with the provisions of the Santee Municipal Code.

b. Complete at Developer's own expense, all the public improvement work required by Resolution and the City standards per the approved plans to be completed prior to occupancy.

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

c. Furnish the necessary material for completion of the public improvements in conformity with the improvement plans and City standards.

d. Acquire and dedicate, or pay the cost of acquisition by City, all rights-of-way, easements and other interests in real property required for construction or installation of the public improvements, except as may otherwise be provided for in the Resolution of Approval, free and clear of all liens and encumbrances. The Developer's obligations with regard to acquisition by City of off-site rights-of-way, easements and

other interests in real property shall be subject to a separate agreement between Developer and City. Developer shall also be responsible for obtaining any public or private drainage easements or other authorization to accommodate the Development.

e. Notify City Engineer in writing at least five working days prior to the commencement of the work so that City Engineer will be able to schedule inspections.

f. Complete the improvements under this contract on or before the time limit stated in Section 1, Subsection b hereof, unless a time extension is granted by the City Manager as authorized by Section 20.

2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land development work contemplated by this agreement is to be constructed or installed on land not owned by Developer, no construction or installation shall be commenced prior to:

a. The offer of dedication to City of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The dedication to, and acceptance by City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer.

c. The issuance by a court of competent jurisdiction, pursuant to the state eminent domain law, of an order of possession. Developer shall comply in all respects with the order of possession.

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

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

a. To assure faithful performance of this agreement in regard to the improvements in an amount of 100% of the estimated costs of the improvements; and,

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 50% of the estimated cost of the improvements; and,

c. To guarantee or warranty the work done pursuant to this agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements. The Warranty Security shall be included with, and made a part of the faithful performance security until release of the faithful performance security as specified in Paragraph 5, Subsection a hereof; and,

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

agreement. Upon filing of a replacement security with the City Clerk, the former security may be released.

4. Guarantee or Warranty for One Year. In addition to any other remedy in law or equity, Developer shall guarantee or warranty the work done pursuant to this agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Developer fails to fulfill any of the requirements of this agreement or the improvement plans and specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, Developer hereby authorizes City, at City's option, to perform the work twenty (20) days after mailing written notice of default to Developer and to Developer's Surety/Financial Institution, and agrees to pay cost of such work by City. Should the City determine that an urgency requires repairs or replacements to be made before Developer can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Developer shall pay to City the cost of such repairs. City shall take all steps reasonably possible to notify Developer of such urgency, but failure to receive notification, shall not relieve the Developer or their Surety/Financial Institution from the obligation to pay for the entire cost of such urgency work.

5. Release of Securities. The securities required by this agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work and after the expiration of the time limits for filing claims against the City, subject to the provisions of subsection 5 b hereof. Release is made provided that 10% of the original security amount given for faithful performance shall be retained as security for guarantee and warranty of the work performed.

b. The City Engineer may release 90% of the security given for faithful performance of improvement work upon acceptance of the improvement work by City Council.

c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to 125% of the total amounts claimed by all claimants for whom liens have been filed and of which notice has been given to the City, conditioned upon the payment of said claims together with costs of suit plus reasonable attorney's fees, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security is to be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 4, the warranty period

shall not commence until final acceptance of all work and improvements by the City Council.

e. The City may retain from any security released, an amount sufficient to cover costs, reasonable expenses, and fees, including reasonable attorneys' fees.

6. Inspection and Acceptance. Developer shall at all times maintain proper facilities and safe access for inspection of the public improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Developer shall request a final inspection by the City Engineer, or his/her authorized representative. If the City Engineer, or his/her authorized representative, determines that the work has been completed in accordance with this agreement, they shall certify the completion of the public improvements to the City Council. If the City Council determines that the improvements have been completed as required by this agreement, it shall accept the improvements within thirty days after the City Engineer certifies that the improvements have been completed. No improvements shall be accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Developer shall bear all costs of inspection and certification.

7. Final Acceptance of Work. Acceptance of the work on behalf of City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. Such acceptance shall not constitute a waiver of defects by City, nor of the applicable statutes of limitation.

8. Alteration to Improvement Plans.

a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements which are mutually agreed upon by City and Developer, not exceeding 10% of the original estimated cost of the improvement or \$50,000 whichever is less, shall not change the amount of security required under Section 3. In the event such changes, alterations, or additions exceed such amounts, Developer shall provide additional security as required by Paragraph 3 of this agreement based on the total estimated cost of the improvements as changed, altered, or amended.

b. The Developer shall construct the improvements in accordance with the City standards in effect at the time of their construction. City reserves the right to modify the standards applicable to the Development and this agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or City zoning ordinances. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

9. Injury to Public Improvements, Public Property or Public Utility Facilities. Developer shall replace or repair subdivision monuments which are destroyed or damaged as a result of any work under this agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or

destroyed by reason of any work done under this agreement, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency, district or political subdivision thereof or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval of, the City Engineer.

10. Injury to Work. Until such time as the improvements are accepted by City, Developer shall be responsible to bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed and accepted by City, Developer will be responsible for the care, operation of, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

11. Default of Developer.

a. Default of Developer shall include, but not be limited, to, Developer's failure to timely commence construction of the improvements under this agreement; Developer's failure to timely complete construction of the improvements; Developer's failure to cure any defect in the improvements; Developer's failure to perform substantial construction work for a period of 20 calendar days after commencement of the work; Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within 30 days; the commencement of a foreclosure action against the Development or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or Developer's failure to perform any other obligation under this agreement.

b. The City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this agreement. In the event Developer fails to perform any of the terms or conditions of this agreement, the City will be damaged to the extent of the costs of installation of the improvements which Developer failed to install. The City shall have the right, to draw upon or utilize the appropriate security to mitigate City's damages in event of default by Developer. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, City's damages for Developer's default shall be measured by the actual cost to the City of completing the required improvements.

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

City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the

expense of Developer, and Developer's Surety/Financial Institution shall be liable to City for any excess cost or damages occasioned thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for performance of the work. Developer agrees not to remove such property from the site.

c. In the event that Developer fails to perform any obligation hereunder, Developer agrees to pay all costs and expenses incurred by City in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees.

d. The failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or any subsequent default of Developer.

12. Permits. Developer shall, at Developer's expenses, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

13. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

14. Other Agreements. Nothing contained in this agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers or developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinances providing therefore, nor shall anything in this agreement commit City to any such apportionment.

15. Developer's Obligation to Warn Public During Construction. Until final acceptance of the improvements, Developer shall give good and adequate warning to the public for each and every dangerous condition present in improvements, whether brought to his or her attention by the City or otherwise, and will take all reasonable actions to protect the public from such dangerous conditions.

16. Vesting of Ownership. Upon acceptance of the work on behalf of City ownership of the improvements constructed pursuant to this agreement shall vest in City.

17. Indemnity/Hold Harmless. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees, in the performance of this agreement. Developer further agrees to protect and hold harmless City, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omission of Developer, its agents or employees in the performance of this agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or

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

18. Sale or Disposition of Development. Sale or other disposition of this property will not relieve Developer from the obligations set forth herein. If Developer sells the property or any portion of the property to any other person, the Developer may request a novation of this agreement and a substitution of security. Upon approval of the novation by City and substitution of securities approved by City, the Developer may request a release or reduction of the securities required by this agreement. Nothing in the novation shall relieve the Developer of the obligations under Paragraph 17 for the work or improvement done by Developer.

19. Time is of the Essence. Time is of the essence in this agreement.

20. Time for Commencement of Work; Time Extensions. Developer shall commence substantial construction of the improvements required by this agreement not later than nine months prior to the time for completion. In the event good cause exists, as determined by the City Manager, the time for commencement of construction or completion of the improvements may be extended. The extension shall be made in writing executed by the City Manager. Any such extension may be granted without notice to Developer's Surety/Financial Institution and shall in no way affect the validity of this agreement or release the Surety/Financial Institution or Sureties/Financial Institutions from the obligations on any bond/letter of credit. A denial of extension may be appealed to the City Council within 10 days.

25. Litigation or Arbitration. This agreement may be enforced by litigation or arbitration at City's election and in that event, the prevailing party shall be entitled to costs and reasonable attorney's fees in enforcing the terms of this agreement.

26. Incorporation of Recitals. The Recitals to this agreement are hereby incorporated into the terms of this agreement.

27. Entire Agreement. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the City, the appropriate party shall be the City Manager.

Executed by Developer this 19th day of January, 2016.

DEVELOPER:

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

SANTEE STATION, LLC
(Name of Developer)

By: 
(sign here)

By: _____

WANETA LEE, VICE PRESIDENT

City Manager

BY: WILLIAM CAMERON FAMILY MANAGEMENT CO., INC,
GENERAL PARTNER (print name here)

BY: CAMERON BROTHERS CONSTRUCTION CO., L.P.,
MEMBER

(title and organization of signatory)

Attest: _____

Patsy Bell
City Clerk

By: 
(sign here)

TERRY CAMERON, MANAGER

Approved as to form:

BY: SJT CAMERON, LLC GENERAL PARTNER
BY: CAMERON BROTHERS CONSTRUCTION CO., L.P.
GENERAL PARTNER

By: _____

City Attorney

(print name here)

(title and organization of signatory)

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

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF San Diego }

On Jan 19, 2016 before me, Nancy Notary
Date In

Public, personally appeared Waneta Lee

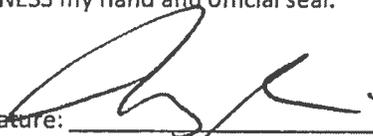
Terry Cameron

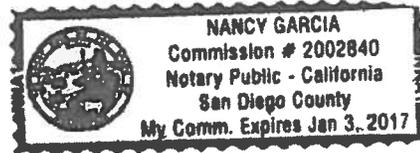
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraud attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Resolution #044-2015 - Santee Station - Improvement Plan
OPINION OF PROBABLE COST - BOND ESTIMATE
 January 4, 2016

KARN

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	SAWCUT EXISTING CURB AND SIDEWALK	LF	220	\$4.00	\$880.00
2	REMOVE CONCRETE MATERIAL	LS	1	\$1,000.00	\$1,000.00
3	CONCRETE DRIVEWAY - G-17	SF	1750	\$7.00	\$12,250.00
4	4" PCC CONCRETE - ROCKVILL PED RAMPS	SF	350	\$5.50	\$1,925.00
5	8" PVC FIRE SERVICE LATERAL	EA	1	\$5,000.00	\$5,000.00
6	2" WATER SERVICE LATERAL	EA	3	\$2,453.00	\$7,359.00
7	2.25" WATER SERVICE LATERAL	EA	1	\$2,453.00	\$2,453.00
8	1.5" WATER SERVICE LATERAL (LANDSCAPE)	EA	1	\$2,453.00	\$2,453.00
9	4" PVC SEWER LATERAL	EA	3	\$1,335.00	\$4,005.00
10	4" PVC SEWER CLEANOUT	EA	3	\$650.00	\$1,950.00
11	PEDESTRIAN RAMP	EA	6	\$1,500.00	\$9,000.00
12	STREET LIGHT - 250 W HPS	EA	1	\$6,000.00	\$6,000.00
13	STORM DRAIN CLEAN OUT - D-9 (TYPE A-6)	EA	1	\$4,500.00	\$4,500.00
14	SIDEWALK UNDERDRAIN - D-25	EA	1	\$1,000.00	\$1,000.00
15	GRAVEL BAGS	EA	50	\$1.10	\$55.00
16	ABANDON EXISTING WATER SERVICES	LS	1	\$25,000.00	\$25,000.00
17	TRAFFIC SIGNAL	LS	1	\$191,000.00	\$173,500.00
18	SIGNING AND MARKING	LS	1	\$10,500.00	\$11,000.00
19	TRAFFIC CONTROL	LS	1	\$14,000.00	\$14,800.00
20	1"-2" AC OVERLAY	SF	15900	\$1.44	\$22,905.00
SUBTOTAL:					\$307,035.00
CONTINGENCY (10%)					\$30,703.50
TOTAL:					\$337,738.50

ASSUMPTIONS:

- Unit costs are based on County of San Diego Department of Public Works "Unit Price list" September 2013.
- Traffic items provided by Kimley-Horn and Associates, Inc.

PREPARED BY:

Scott Harry
 SCOTT HARRY, P.E., P.L.S.



City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING TITLE 9 OF THE SANTEE MUNICIPAL CODE, ADDING CHAPTER 9.74, TO PROHIBIT CANNABIS DISPENSARIES, CANNABIS MANUFACTURERS, CULTIVATION, AND CANNABIS DELIVERIES IN THE CITY

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk *PTD*

SUMMARY

The introduction and first reading of the above-entitled Ordinance was approved at a Regular Council Meeting on January 13, 2016. The Ordinance is now presented for second reading by title only, and adoption.

Vote at First Reading: AYES: DALE, HALL, MCNELIS, MINTO, VOEPEL
NOES: NONE
ABSENT: NONE

mm
FINANCIAL STATEMENT None

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *[Signature]*
Adopt Ordinance.

ATTACHMENTS
Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, AMENDING TITLE 9 OF THE SANTEE MUNICIPAL CODE,
ADDING CHAPTER 9.74, TO PROHIBIT CANNABIS DISPENSARIES,
CANNABIS MANUFACTURERS, CULTIVATION,
AND CANNABIS DELIVERY IN THE CITY**

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996"); and

WHEREAS, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code; and

WHEREAS, neither the Compassionate Use Act ("CUA") nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction; and

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

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

WHEREAS, on October 9, 2015, Governor Jerry Brown signed the "Medical Marijuana Regulation and Safety Act" ("Act") into law; and

WHEREAS, the Act becomes effective January 1, 2016 and contains provisions which allow for local governments to regulate licenses and certain activities thereunder; and

WHEREAS, the Act contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the Act, unless local governments have "land use regulations or ordinances regulating or

ORDINANCE NO. _____

prohibiting the cultivation of marijuana..." (Health and Safety Code §11362.777(c)(4); and

WHEREAS, medical marijuana dispensaries have never been allowed in the City of Santee ("City"), as that use is not a permitted land use under the Santee Municipal Code; and

WHEREAS, the City has successfully enforced its prohibition of medical marijuana dispensaries in the past; and that prohibition remains valid under MMRSA; and

WHEREAS, several California cities have reported negative impacts of marijuana cultivation, processing, and distribution uses, including offensive odors, illegal sales, and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests; and

WHEREAS, marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, and detectable far beyond property boundaries if grown outdoors; and

WHEREAS, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery, or armed robbery; and

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

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

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

ORDINANCE NO. _____

WHEREAS, the City's Municipal Code ("Code") does not specifically address the cultivation, processing, delivery and distribution of medical cannabis; and

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

WHEREAS, the issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for cannabis dispensaries, cultivation, cannabis manufacturers and delivery of cannabis will result in the aforementioned threat to public health, safety, or welfare; and

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

SECTION 1.

The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(3) because this activity is not a project as defined by Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, and pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that it will not have a significant effect or physical change to the environment.

SECTION 2.

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

SECTION 3.

Title 9 of the Santee Municipal Code is hereby amended by adding Chapter 9.74 as follows:

Chapter 9.74 Cannabis dispensaries, cannabis manufacturers, cannabis cultivation, and cannabis delivery

9.74.010 Purpose.

The purpose of this Chapter is to enact and enforce a ban on all cannabis dispensaries, cannabis manufacturers, cannabis cultivation, and cannabis

ORDINANCE NO. _____

delivery located within the City limits. Nothing in this Chapter shall preempt or make inapplicable any provision of state or federal law.

9.74.020 Definitions.

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

A. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972.

B. "Cannabis delivery" means the commercial transfer of cannabis or cannabis products, and includes origination or termination within the City as well as a delivery business.

C. "Cannabis dispensary" means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

D. "Cannabis manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.

E. "Cannabis cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

9.74.030 Prohibited Use.

Cannabis dispensaries, cannabis cultivation, cannabis manufacturers, and cannabis delivery, as defined herein, shall be considered prohibited uses in all zoning districts of the City. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a dispensary, cannabis cultivation, cannabis manufacturers, and cannabis delivery, as defined herein, in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

ORDINANCE NO. _____

9.74.040 Penalty for Violation.

No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation of, or otherwise fail to comply with any of the requirements of this Chapter. Every act prohibited or declared unlawful, and every failure to perform an act made mandatory by this Chapter, shall be a misdemeanor or an infraction, at the discretion of the City Attorney or the District Attorney. In addition to the penalties provided in this Chapter, any condition caused or permitted to exist in violation of any of the provisions of this Chapter is declared a public nuisance and may be abated as provided in Chapter 8.60 and/or under state law.

SECTION 4.

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

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 13th day of January, 2016, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 27th day of January, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC CITY CLERK

2A

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR A TENTATIVE MAP (TM2015-2), DEVELOPMENT REVIEW PERMIT (DR2015-4), AND MITIGATED NEGATIVE DECLARATION (AEIS2015-9) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR AN 87-LOT SUBDIVISION OF LAND AND CONSTRUCTION OF 82 SINGLE-FAMILY RESIDENCES ON BRAVERMAN DRIVE, WEST OF JEREMY STREET, IN THE LOW-MEDIUM DENSITY (R-2) ZONE. APPLICANT: WATT COMMUNITIES LLC

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY An application for an 87-lot subdivision of a 17.92-acre site located adjacent and south of Braverman Drive and adjacent and west of Jeremy Street. The development proposal would create 82 single-family homes and five lots designated for open space and bio-retention. Residential lots would range from 6,000 to 9,000 square feet on which 82, one- and two-story, single-family residences would be constructed. Three residential floor plans are proposed with living areas ranging in size from 2,100 to 3,200 square feet. Project access would be from Braverman Drive and Jeremy Street. The project's public internal streets would allow on-street parking, and sidewalks would be included for internal pedestrian circulation. Residential lots would accommodate parking for two vehicles within project driveways/garages. Two walkways would provide pedestrian access to the Walker Trail abutting the site to the south. Development would require mitigation for impacts to biological and cultural resources and noise.

ENVIRONMENTAL REVIEW An Environmental Initial Study, prepared in accordance with the California Environmental Quality Act (CEQA), indicates that the project would have no significant impact on the environment with mitigation. Therefore, a Mitigated Negative Declaration (MND) has been prepared. It was advertised and was available for agency and public review/comment from November 13 through December 14, 2015.

FINANCIAL STATEMENT  Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to be \$1,819,826 (including Park In-lieu Fees \$599,994; Public Facilities Fees \$498,396; RTCIP \$189,420, Traffic Impact Fee \$280,440; Drainage Fee \$222,630; Traffic Signal Fee \$28,946).

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS 

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

ATTACHMENTS

Staff Report Three Resolutions Aerial/Vicinity Map Project Site Plan
Initial Study/Mitigated Negative Declaration (with comments/responses)

STAFF REPORT

TENTATIVE MAP (TM2015-2), DEVELOPMENT REVIEW PERMIT (DR2015-4), AND MITIGATED NEGATIVE DECLARATION (AEIS2015-9) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR AN 87-LOT SUBDIVISION OF LAND AND CONSTRUCTION OF 82 SINGLE-FAMILY RESIDENCES ON BRAVERMAN DRIVE, WEST OF JEREMY STREET, IN THE LOW-MEDIUM DENSITY (R-2) ZONE. APPLICANT: WATT COMMUNITIES LLC

CITY COUNCIL MEETING, JANUARY 27, 2016

A Notice of the Public Hearing was published in the East County Californian on January 14, 2016. The Notice of Public Hearing was mailed to 97 owners of property within 300 feet of the subject property and other interested parties, including the owner of the subject property and the applicant, by U.S. Mail on January 14, 2016.



A. SITUATION AND FACTS

1. Requested by Watt Communities LLC
2. Land Owner Strata Tower LLC
3. Type and Purpose of Request Tentative Map and a Development Review Permit for a proposed 87-lot residential subdivision with 82 single-family dwelling units and 5 open

	<u>space/bioretention lots.</u>
4. Location	<u>Braverman Drive, west of Jeremy Street (APN: 381-160-73-00)</u>
5. Site Area	<u>17.92 Acres</u>
6. Number of lots	<u>1 existing / 87 proposed</u>
7. Hillside Overlay.....	<u>No</u>
8. Existing Zoning	<u>R-2 (Low-Medium Density Residential)</u>
9. Proposed Zoning	<u>R-2 (Low-Medium Density Residential)</u>
10. Surrounding Zoning	North: <u>R-2 (Low-Medium Density Residential))</u> South: <u>R-2 Low-Medium Density Residential & P/OS (Park/Open Space)</u> East: <u>R-2 (Low-Medium Density Residential)</u> West: <u>R-2 (Low-Medium Density Residential))</u>
11. General Plan Designation.....	<u>R-2 (Low-Medium Density Residential)</u>
12. Proposed G.P. Designation	<u>R-2 (Low-Medium Density Residential)</u>
13. Existing Land Use.....	<u>Mostly vacant with one radio transmitter building and 6-line terminating units (radio antennas)</u>
14. Surrounding Land Use.....	North: <u>Single Family Residential</u> South: <u>Vacant/San Diego River & Walker Preserve Trail</u> East: <u>Single Family Residential & elementary school</u> West: <u>Single Family Residential</u>
15. Terrain.....	<u>The topography on the site is generally flat with elevation of 363 above mean sea level (AMSL) near the northeastern portion of the site to about 350 AMSL near the southeastern boundary of the site.</u>
16. Environmental Status	<u>A Mitigated Negative Declaration (MND) has been prepared in accordance with the California Environmental Quality Act (CEQA).</u>
17. APN	<u>381-160-73-00</u>
18. Within Airport Influence Area	<u>No, the project is not within Airport Influence Area 1 and would not require a consistency review with the Gillespie Field Airport Land Use Compatibility Plan (ALUCP).</u>

B. BACKGROUND

Existing Conditions:

The 17.92-acre site is located at the southwest corner of Braverman Drive and Jeremy Street. The site is occupied with a radio transmitter building and six line terminating units (i.e., radio antennas). Other than these uses, the site is a disturbed, undeveloped lot. The site is relatively flat and gently slopes from north to south. Vegetation within the site consists of various grasses and isolated small trees. No sensitive plants or animals were observed on the site.

The site is located in a residential area of Santee. Existing single family residences are located to the north, west and east of the site. Hill Creek Elementary School is immediately to the east. The San Diego River and the Walker Trail preserve are located to the south of the site.

C. PROJECT DESCRIPTION

Overview:

The project is a request for a Tentative Map and Development Review Permit for a proposed 87-lot subdivision on a 17.92-acre site. The project would provide 82 single-family lots and five open space/bio-retention lots. The density would be 4.6 dwelling units/acre. The one- and two- story residences would be 26 feet in height.

Residential lots would range from 6,000 to 9,000 square feet. The applicant proposes three floor plans ranging in size from 2,102 square-feet to 3,247 square feet of living space. There would be three exterior design treatments ("Spanish," "Cottage" and "Craftsman"). The model number and exterior finish type would be varied throughout the subdivision. Additionally the front setback is varied in accordance with the Santee Municipal Code to help provide a variety and diversity to the subdivision.

Access to the site would be from Braverman Drive and Jeremy Street. Five new public streets would provide internal vehicular and pedestrian circulation. One of these streets (Street B) is a cul-de-sac. This configuration is designed to reduce the number of vehicle intersections in close proximity of the school.

Each of the new public streets would have sidewalks on each side. There would be two new trail connections from the subdivision to the Walker Preserve Trail which is located immediately to the south. Pedestrian improvements to the east side of the project along Jeremy Street are designed to help facilitate access to the Walker Preserve Trail as envisioned in the Trails Element of the General Plan. Architecturally enhanced trail markers are included.

Sustainability Features:

The project is conditioned to require conduit in support of future photovoltaic installation, and provision of rain barrels for the homes. Pedestrian connections are proposed throughout the site and the project includes two connections to the Walker Preserve Trail.

D. ANALYSIS

General Plan/Zoning Consistency:

The project is consistent with both the Santee General Plan and Zoning Code as amended. The Low-Medium Density Residential (R-2) land use and zone designation are intended for properties with adequate access to a street of at least a collector size. The project has access to Braverman Drive, which is listed in the Circulation Element of the General Plan as a Residential Collector Street. The project would achieve Objective 7.0 of the Land Use Element by undertaking a comprehensive development of this large vacant parcel. The project helps achieve Objective 5.0 of the Housing Element of the General Plan which encourages the provision of a wide range of housing options by location, type of unit, and price to meet current and future housing need. The project would add 82 housing units that would help Santee achieve its housing goals.

The project, as conditioned, would meet the development standards of the R-2 zone (Chapter 17.10 of the Santee Municipal Code). The allowable density in the R-2 zone ranges from 2 to 5 dwelling units per acre. This project proposes a density of 4.6 dwelling units per acre. The maximum height in this zone is 35 feet or two stories. This project proposes one and two story dwelling units with a maximum height of approximately 26 feet. The R-2 zone has a maximum 40% lot coverage limitation. The project proposes individual lot coverages of approximately 40%. In the R-2 zone the required front setback is 20 feet. However, this required setback may be averaged among the lots in a new subdivision to provide variety and visual interest (Section 17.10.050(E) of the Santee Municipal Code). Other setbacks in the R-2 zone are 10 feet on the exterior side property line, 5 feet along the interior side property lines, and 20 feet at the rear. The parcel is subject to a 25-foot streetscape setback for buildings along Braverman Drive. As conditioned, all setback requirements would be met. The project site is located in Airport Influence Area 2 (AIA 2) of the Gillespie Field Airport Land Use Compatibility Plan (ALUCP). New projects in AIA 2 do not normally require a review for consistency with the existing ALUCP by the San Diego County Airport Authority.

Compatibility with Adjacent Land Uses:

The project site has Low-Medium Density Residential (R-2) zoned properties along the west, north and east. Hill Creek Elementary School is located east of the site, on the east side of Jeremy Street. The proposed project is compatible with the surrounding R-2 development standards for height and size. The units of the project reach a maximum height of 26 feet which is comparable to other two-story homes in the vicinity.

Safe Routes to School:

Hill Creek Elementary School is located immediately east of the project site on the east of Jeremy Street. The project is within ¼ mile of this school and it is anticipated that most of the parents would walk their children to school. Additionally, Santana High School is approximately 1/3 of a mile from the project site, which is within walking and cycling distance. The project would add a new sidewalk along Jeremy Street which would contribute to Santee's "Safe Routes to School" program.

Development Impact Fees:

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

Drainage -	\$ 222,630	or	\$2,715 per unit (estimated)
Traffic -	\$ 280,440	or	\$3,420 per unit
Traffic Signal -	\$ 28,946	or	\$ 353 per unit
Park-in-Lieu -	\$ 599,994	or	\$7,317 per unit
Public Facilities-	\$ 498,396	or	\$6,078 per unit
RTCIP -	<u>\$ 189,420</u>	or	\$2,310 per unit
Total	\$ 1,819,826		

Parking

The proposed project provides two parking spaces for each dwelling unit inside an attached garage. This would meet the City of Santee parking requirements for single-family residences. In addition, visitor parking is allowed along the internal public streets. Each of the 82 dwelling units has a driveway in front of the garage. These driveways are long and wide enough to park two additional vehicles. Parking on the new public streets would also be allowed.

Traffic

The project's traffic study concluded that the additional 830 daily trips generated by the project would not have a significant impact on nearby roadway segments and intersections. With the addition of the project, these segments and intersections would continue to operate at Level of Service (LOS) C or better, which is consistent with Policy 1.8 of the Circulation Element, General Plan. Streets in this area are affected by the Hill Creek School hours of operations which generally begin at 7:45 a.m. and end at 1:35 p.m. (Grades K through 3) and 2:01 p.m. (Grades 4 through 8). The project's location in close proximity to both Hill Creek School and Santana High School supports walking to and from schools.

Noise

The Noise Element of the General Plan is used to guide the location and type of development to protect the citizens of Santee from excessive exposure to noise. Proposed project is within a single-family residential area, and Hill Creek Elementary School is located east of the project site. Generally, residential and educational uses are considered noise sensitive uses.

The Noise Element identifies noise levels up 65dbA are generally acceptable for noise sensitive uses. Measured noise levels on and adjacent to the site ranged from 42.9 to 51.5 Leq. The noise levels at the project site would be considered acceptable for the proposed use.

Construction of the project could generate temporary noise levels in neighboring residential and school facilities that exceed City standards. Conformance with the Santee Noise Element of the General Plan, the Santee Municipal Code 8.12.290 and the three mitigation measures that are included in the MND would reduce construction noise impacts to below significance on sensitive receptors.

Noise levels generated by the project would be typical of single-family residential uses such as outdoor conversations, residential traffic, and children playing. These types of project-generated uses would be similar to the ambient noise levels in the project area, and would not generate noise in excess of standards established in the general plan or noise ordinance.

According to the traffic study prepared for the project, 20% of the project trips (i.e., 164 trips) are estimated to use Jeremy Street for ingress to and egress from the proposed development. An audible change in noise levels is typically an increase of 3 dB. The traffic volumes on Jeremy Road would have to double in order to perceive an audible change in noise levels adjacent to Jeremy Street and particularly at the school. The 164 daily trips would represent an approximately 10% increase in traffic volume. The minimal increase in volume combined with the posted speed of 25 miles per hour would not increase noise levels adjacent to Jeremy Street, particularly at the school site.

Environmental Status:

An Initial Study of the project was conducted in accordance with the California Environmental Quality Act (CEQA). The analysis indicated that the project would not have a significant adverse impact on the environment with mitigation. Therefore a Mitigated Negative Declaration was prepared and made available for review and comment by agencies and the public from November 13, 2015 to December 14, 2015 (State Clearinghouse Number 2015111111047). No comments submitted during the public review period and no additional information submitted to the City have produced substantial new information requiring recirculation of the MND or additional environmental review of the Project under State CEQA Guidelines Section 15073.5. No revisions made to the Draft MND in response to comments constitute substantial revisions as defined in State CEQA Guidelines Section 15073.5 A Mitigation, Monitoring, and Reporting Program for potential impacts to biology (nesting birds), cultural resources (cultural resources), and noise, is attached to the Resolution # ____ as Exhibit A.

The site has been developed with six towers, guy wire attachment blocks, a building and roads. The site has been cut and mowed for maintenance since development. The site has been the subject of eight weed-abatement processes in past 10 years.

Each notice from the City was followed with action by the property owner to reduce the overgrown plants which presented a fire hazard to the surrounding neighborhood. Therefore the value of this site as foraging habitat is minimal.

E. STAFF RECOMMENDATION

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING AND ADOPTING A MITIGATED NEGATIVE
DECLARATION (AEIS2015-9) AND A MITIGATION MONITORING AND
REPORTING PROGRAM FOR THE DEVELOPMENT OF AN 87-LOT
SUBDIVISION OF LAND AND CONSTRUCTION OF 82 SINGLE-FAMILY
RESIDENCES ON BRAVERMAN DRIVE, WEST OF JEREMY STREET, IN THE LOW-
MEDIUM DENSITY (R-2) ZONE**

APPLICANT: WATT COMMUNITIES LLC

APN: 381-160-73-00

(RELATED CASE FILES: TM 2015-2; DR2015-4)

WHEREAS, on April 15, 2015, Watt Communities LLC ("Applicant") submitted an application for the development of an 88-lot subdivision (the "Project") including 83 single-family residential lots and five open space/bio-retention lots on a 17.92-acre property located south of Braverman Drive and west of Jeremy Street; the Project would require the following approvals from the City: (1) a Tentative Map (TM2015-2) and (2) a Development Review Permit (DR2015-4); and

WHEREAS, on July 27, 2015, the Applicant revised the application for an 87-lot subdivision with 82 residential lots and five open space/bioretenion lots. Residential lot sizes range from 6,000 to 9,000 square feet. The one- and two-story, single-family residences range in size from 2,100 to 3,200 square feet in three residential floor plans. Pedestrian and water quality/drainage improvements within the Jeremy Street right-of-way along the project frontage are part of this project. Two improved walkways would provide pedestrian access to the Walker Preserve Trail located south of the project site.

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

WHEREAS, under Public Resources Code section 21157.1(b), the City prepared an Initial Study to determine if the Project may cause a significant effect on the environment; and

WHEREAS, the Initial Study concluded that the Project could have potentially significant impacts that but those impacts can be mitigated to a less than significant through mitigation measures; and

WHEREAS, based on the information contained in the Initial Study, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the

RESOLUTION NO. _____

Project, and a Draft MND, State Clearinghouse Number 2015111047, was prepared in accordance with CEQA and the State CEQA Guidelines; and

WHEREAS, as required by State CEQA Guidelines section 15072(d), on November 13, 2015, the Notice of Intent to Adopt the MND was posted by the Clerk for the County of San Diego and published in the San Diego Union Tribune; and

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

WHEREAS, under State CEQA Guidelines section 15073, the Draft MND was circulated for a 30-day public review period from November 13, 2015 through December 14, 2015; and

WHEREAS, the Notice of Intent to Adopt the Draft Subsequent MND was also submitted to the State Clearinghouse for state agency review and, as required by State CEQA Guidelines section 15073(b), the state agency review period began on November 17, 2015 and closed on December 17, 2015; and

WHEREAS, the City received comment letters on the MND during the public review period; and

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

WHEREAS, the Final MND consists of the Draft MND, errata to the Draft MND, comments on the Draft MND, and responses to comments on the Draft MND; and

WHEREAS, the proposed Mitigation Monitoring and Reporting Program is attached hereto as "Exhibit A"; and

WHEREAS, the City of Santee has received no Tribal requests for consultation in accordance with AB-52; and

WHEREAS, the City solicited Tribal input on the project on October 29, 2015; and

WHEREAS, the City Council conducted a duly-noticed public hearing on January 27, 2016 to review the Project, the Final MND, and all other relevant information contained in the administrative record for the Project; and

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

WHEREAS, all the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the City in connection with the preparation of

RESOLUTION NO. _____

the MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

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

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

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

WHEREAS, no comments submitted during the public review period, or made in the public hearing conducted by the City Council, and no additional information submitted to the City has produced substantial new information requiring recirculation of the MND or additional environmental review of the Project under State CEQA Guidelines section 15073.5. No revisions made to the Draft MND in response to comments constitute substantial revisions as defined in State CEQA Guidelines section 15073.5 and therefore recirculation of the MND is not required; and

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

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

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

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

RESOLUTION NO. _____

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

No new significant environmental effects have been identified in the Final MND and no changes to the Final MND constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5. All of the mitigation measures contained in the Mitigation Monitoring and Reporting Program have been made conditions of project approval.

SECTION 4. WILDLIFE RESOURCES. Pursuant to Fish and Game Code section 711.4(c), all project applicants and public agencies subject to the California Environmental Quality Act shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Wildlife. This fee is due and payable as a condition precedent to the County Clerk's filing of a Notice of Determination. The City of Santee hereby notifies the applicant that in order to comply with State Law, the applicant shall remit to the City of Santee Department of Development Services, within two (2) working days of the effective date (as defined in Section 8 below) of this approval, a certified check payable to the "County Clerk, County of San Diego" in the amount of \$2,260.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

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

SECTION 6. ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM. The Mitigation Monitoring and Reporting Program prepared for the Project, attached hereto as "Exhibit A", is hereby approved and adopted.

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

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

RESOLUTION NO. _____

Avenue, Building #3, Santee, CA 92071. The City Clerk is the custodian of the record of proceedings.

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

ADOPTED by the City Council of Santee, California, at a Regular Meeting held this 27th day of January 2016, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibit A - MMRP

EXHIBIT A
MITIGATION MONITORING AND REPORTING PROGRAM
Braverman Drive Subdivision
(TM2015-2; DR2015-4; AEIS2015-9)

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

The City has prepared an MND in conformance with Section 15178 of the State Guidelines for the Implementation of the California Environmental Quality Act. The purpose of the MND and the Initial Study Checklist/Environmental Evaluation is to identify any potentially significant impacts associated with the proposed project and incorporate mitigation measures into the project as necessary to eliminate the potentially significant effects of the project or to reduce the effects to a level of insignificance.

Purpose of the MMRP

The purpose of the MMRP is to ensure that the mitigation measures required by the MND for the Braverman Drive Subdivision (TM2015-2; DR2015-4; AEIS2015-9) are properly implemented. The City will monitor the mitigation measures required for construction of the Project. The MMRP Checklist provides a mechanism for monitoring the mitigation measures in compliance with the MND. General guidelines for the use and implementation of the monitoring program are described below.

Mitigation Monitoring Checklist

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

Timing

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

Responsibility

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

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

Verification of Completion

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

Comments

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

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification to		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
Biological Resources											
<p>BIO-1 Nesting Habitat</p> <p>To avoid disturbance of nesting and special-status birds, including raptorial species protected by the MBTA and CFGC, activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (typically February through August in the project region). If construction must begin within the breeding season, then a pre-construction nesting bird survey shall be conducted no more than 3 days prior to initiation of ground disturbance and vegetation removal activities. The nesting bird pre-construction survey shall be conducted within the Project Boundary, including a 300-foot buffer (500-foot for raptors), on foot, and within inaccessible areas (i.e., private lands) afar using binoculars to the extent practical. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer sufficient to avoid impacts to nesting or special-status birds (the buffer's range will be dependent upon the species, the proposed work activity, and existing</p>	Applicant		X	X		City of Santee					

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Verification		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Time Frame for	Frequency to			
well as new collections recovered during Phase III fieldwork.											
CR-2 Human Remains Recovery Procedures If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to the Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission, which will determine and notify a most likely descendent (MLD). The MLD will complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.[]	Applicant			X							
CR-3 Native American Monitoring A Viejas Cultural Monitor shall be present for all ground disturbing activities associated with the project. Should any cultural or tribal cultural resources be discovered, no further grading shall occur in the area of the discovery until the Director of Development Services, or designee, is satisfied that treatment of the resource has occurred. In the event that a unique archaeological resource or tribal cultural resource is discovered, and in accordance with Public	Applicant			X							

Mitigation Measure		Mitigation Responsibility				Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification	Frequency to Verification	Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.	Monitor	Report								
<p>Resources Code Section 21083.2(b)(1), (2), and (4), the resource shall be moved and buried in an open space area of the Project site, such as slope areas, which will not be subject to further grading activity, erosion, flooding, or any other ground disturbance that has the potential to expose the resource. The on-site area to which the resource is moved shall be protected in perpetuity as permanent open space. No identification of the resource shall be made on-site; however, the Applicant shall plot the new location of the resource on a map showing latitudinal and longitudinal coordinates and provide that map to the Native American Heritage Commission (NAHC) for inclusion in the Sacred Lands File (SLF). Disposition of the resources shall be at the discretion of the City of Santee, but in accordance with the foregoing.</p>															
<p>N-1 Construction Vibration Construction activity on the project site within 100 feet of Hill Creek Elementary School that has the potential to generate vibration of over 75 VdB (such as the use of large bulldozers) shall not occur during normal school hours (7:45 AM to 2:06 PM Monday through Friday).</p>				X				X							
Noise															
Applicant															
City of Santee															

Mitigation Measure	Mitigation Responsibility	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification		Date of Completion	Date of Verification	Comments
		Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report			
N-2 Stationary Equipment All stationary construction equipment shall be placed a minimum of 100 feet from Hill Creek Elementary School so that emitted noise and vibration is directed away from the nearest sensitive receptors. At a minimum of 100 feet, vibration would be reduced to 75 VdB or less.	Applicant		X	X		City of Santee					
N-3 Equipment Staging Areas Equipment staging shall be located in areas that will create the greatest feasible distance between construction-related noise sources and Hill Creek Elementary School (a minimum of 100 feet from the school structures).	Applicant		X	X		City of Santee					

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING TENTATIVE MAP TM2015-2 FOR A 87-LOT RESIDENTIAL
SUBDIVISION OF LAND AND THE CONSTRUCTION OF 82 SINGLE-FAMILY
RESIDENCES ON BRAVERMAN DRIVE, WEST OF JEREMY STREET, IN THE LOW-
MEDIUM DENSITY RESIDENTIAL (R-2) ZONE**

**APPLICANT: WATT COMMUNITIES LLC
APN: 381-160-73-00**

RELATED CASE FILES: DR2015-4, AEIS2015-9

WHEREAS, on July 27, 2015, Watt Communities LLC ("Applicant") submitted a complete application for an 87-lot subdivision and the construction of 82 single-family homes on a 17.92-acre property on Braverman Drive, west of Jeremy Street and legally described in Exhibit A, attached hereto. Residential lot sizes would range from 6,000 to 9,000 square feet. The 82, one- and two-story, single-family residences would range in size from 2,100 to 3,200 square feet in three residential floor plans. Pedestrian and water quality/drainage improvements within the Jeremy Street right-of-way along the project frontage are proposed as part of this project. Two improved walkways would provide pedestrian access to the Walker Trail located south of the project site.

WHEREAS, the Director of Development Services scheduled Tentative Map TM2015-2, and Development Review Permit DR2015-4 for public hearing on January 27, 2016; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study (AEIS2015-9) was conducted for the project (which includes Tentative Map (TM2015-2) and Development Review Permit (DR2015-4) that determined that all environmental impacts of the project would be less than significant with mitigation and a Mitigated Negative Declaration (State Clearinghouse Number 2015111047) was prepared and advertised for public review from November 13, 2015 to December 14, 2015; and

WHEREAS, the development site is located 1.5 miles north of Gillespie Field and is not within the Airport Influence Area; and

WHEREAS, on January 27, 2016 the City Council held a duly advertised public hearing on Tentative Map TM2015-2, Development Review Permit DR2015-4 and AEIS2015-9; and

WHEREAS, the City Council considered the Staff Report, the Initial Study/Mitigated Negative Declaration, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the Project.

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

RESOLUTION NO. _____

SECTION 1: CEQA Compliance. On January 27, 2016, the City Council approved and adopted Mitigated Negative Declaration (State Clearinghouse Number 2015111047) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Development Review Permit contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution.

SECTION 2: The findings in accordance with the State Subdivision Map Act (Government Code Section 66410 et. seq. are made as follows:

- A. The Tentative Map as conditioned is consistent with all Elements of the Santee General Plan because the site is planned and zoned R-2, Low-Medium Density Residential. This designation allows a residential density of 2 to 5 dwelling units per acre. The project proposes 4.6 units per acre, which falls within this density range. The proposed development is compatible with existing single-family development in the area.

- B. The design and improvements of the proposed development are consistent with all Elements of the Santee General Plan as well as City Ordinances because all necessary services and facilities are, or will be, available to serve this subdivision.
 - 1. On-site drainage improvements will be provided as well as drainage fees totaling \$222,630 or \$2,715/unit (estimated); and
 - 2. The project will be served by internal public roads developed to City standards; and
 - 3. Traffic Impact fees totaling \$280,440 or \$3,420/unit and Traffic Signal fees totaling \$28,946 or \$353/unit; and
 - 4. A park in-lieu fee in the amount of \$599,994 or \$7,317/unit toward the future construction of parks shall be provided to mitigate the impact on City parks.
 - 5. Public Facilities fees of \$498,396 or \$6,078/unit for improvements to public facilities.
 - 6. Regional Transportation Congestion Improvement Program (RTCIP) of \$189,420 or \$2,310/unit to help with regional congestion reduction programs.

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

- C. The site is physically suitable for density and type of development because the use is compatible with the adjacent single-family residential development, access is provided to the site and utilities are available to serve the development.

RESOLUTION NO. _____

- D. The discharge of sewage waste from the subdivision into the Padre Dam Municipal Water District sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board specified by the Health and Safety Code Section 5411.
- E. The design of the subdivision or the type of improvements will not cause serious public health problems since the project will be connected to a public sewer system.
- F. Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the site is primarily disturbed with urban development, no endangered species currently exist on the site, and the potential effects on nesting birds will be monitored during construction.
- G. The design of the subdivision or the type of improvements do not conflict with easements acquired by the public at large, for access through, or use of property with the proposed subdivision as defined under Government Code Section 66474.
- H. The design of the subdivision has provided, to the extent feasible, for future passive or natural heating or cooling opportunities as defined under Section 66473.1 of the State Subdivision Map Act.
- I. The effects of the subdivision on the housing need for the San Diego region have been considered and balanced against the public service needs of the City of Santee residents and available fiscal and environmental resources. Eighty two residences will be added to the City's housing stock.

SECTION 3: Tentative Map TM2015-2 dated July 27, 2015 consisting of a 87-lot subdivision, with 82 dwelling units, five open space/bio-retention lots on an 17.92-acre site on Braverman Drive, west of Jeremy Street is hereby approved subject to the following conditions:

- A. The applicant shall obtain approval of Development Review Permit DR2015-4.
- B. The applicant shall be responsible for complying with all the provisions of the Mitigation Monitoring and Reporting Program adopted by the City Council on January 27, 2016 and attached to Resolution No. __ as Exhibit "C" (insert Reso # for MND). Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.1.
- C. Prior to approval of the Final Map, unless other timing is indicated, the subdivider shall complete the following or have plans submitted and approved, agreements executed and securities posted:
 - 1. Following project approval the applicant shall schedule with the City Project

RESOLUTION NO. _____

Planner a post approval meeting to discuss the project conditions of approval, timing of design and construction and implementation of the project conditions. The meeting shall be scheduled within thirty days of project approval and prior to any plan submittals. The applicant should include their project design team including project architect, their design engineer and their landscape architect.

2. Submit to the City of Santee for review, the Covenants, Conditions, and Restrictions (CC&Rs) for the project. The CC&Rs shall be recorded prior to granting occupancy of the first unit. These CC&Rs should include discussion of storm water facilities and open space maintenance.
3. The applicant shall include provisions in their design contract with their design consultants that following acceptance by the City, all construction drawings or technical reports accepted by the City, exclusive of architectural building plans, shall become the property of the City. Once accepted, these plans may be freely used, copied or distributed by the City to the public or other agencies as the City may deem appropriate. An acknowledgement of this requirement from the design consultant shall be included on all construction drawings at the time of plan submittal.
4. To coordinate with the City Geographic Information System, horizontal and vertical control for all construction drawings, grading plans, landscape plans, street improvement plans, plot plans, etc., shall be obtained from ROS 11252. All plans, exclusive of the map and building plans, shall be prepared at an engineering scale of 1" = 20' unless otherwise approved by the project engineer.
5. If plans are prepared in digital format using computer aided drafting (CAD), then in addition to providing hard copies of the plans the applicant shall submit a copy of the plans in a digital .DXF file format at the time of its approval or as requested by the Director of Development Services. The digital file shall be based on accurate coordinate geometry calculations. The digital file for the final map shall specifically include each of the following items in a separate layer:
 - a. Lot boundaries.
 - b. Lot numbers.
 - c. Subdivision boundary.
 - d. Right-of-way.
 - e. Street centerlines, and
 - f. Approved street names.
6. Obtain the basis of bearings for the Final Map from ROS 11252 and install street survey monumentation (SDRSD M-10) in accordance with San Diego Regional Standards and County mapping standards. All other monumentation shall be in accordance with the Santee Municipal Code and shall be to the satisfaction of the Director of Development Services.

RESOLUTION NO. _____

7. Final Map Submittal

Final maps shall be submitted to the Department of Development Services Engineering Division. The first and last submittal of the map shall be made by appointment only with the City project engineer administering the map review. Submittal requirements are listed below. Incomplete submittals will not be accepted for plan check.

Please include the following with the first submittal:

- a. Two sets of prints bound and stapled.
- b. Two copies of a current preliminary title report (dated within six months of submittal date).
- c. Two copies of all documents listed in the preliminary title report.
- d. Two copies of all reference maps used to prepare the final map.
- e. Two copies of closure calculations for the map.
- f. One copy of the Resolution of Approval approving the project.
- g. Map check fees in the amount of \$3,000.00.

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

- a. Previous submittal check prints.
 - b. Two sets of prints bound and stapled.
 - c. Two copies of the map in Autocad format on separate disk, CD or DVD for incorporation into the City GIS data base.
 - d. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
 - e. Copies of certified return receipts for all signature omission letters.
 - f. Subdivision Map Guarantee.
8. Starting with the first plan check submittal, all plan sets including the Final Map, shall be submitted concurrently to Padre Dam Municipal Water District for review and approval. The City does not coordinate the review process with Padre Dam, this is the responsibility of the design engineer and the landscape architect. Failure to properly coordinate this review may result in delay of issuance of permits required for construction. It is incumbent upon the applicant to oversee the plan submittals of their design consultants.

9. Rough Grading Plan Submittal

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

- a. Project landscape and irrigation plans for all slope planting on all slopes over three feet in height shall be included in the grading plan set and shall be prepared at the same scale as the grading plans 1" = 20'. Design shall include a temporary high line for irrigation to permit slope planting to occur immediately following grading until such time as individual meters are installed to permit connection of the irrigation to the homeowner's meter.

RESOLUTION NO. _____

- b. Project improvement plans shall be completed to the satisfaction of the Director of Development Services and ready for approval prior to issuance of a grading permit. Plans shall be prepared at a scale of 1" = 20'.
- c. Project plot plans shall be completed and approved prior to issuance of any building permits or start of construction of the street improvements.
- d. Obtain a grading permit and complete rough grading in accordance with City standards prior to the issuance of any building permits.
- e. All recommended measures identified in the approved geotechnical and soil investigation shall be incorporated into the project design and construction.
- f. The grading plans shall be prepared at a scale of 1" = 20'. Plans shall include a note that requires immediate planting of all slopes within sixty days following installation of water mains to serve the project. Slope planting shall be fully established prior to occupancy of any unit.
- g. Excess soil generated from grading operations shall be hauled to a legal dumping site as approved by the Director of Development Services.
- h. The grading plans shall the following as prominent notes on the first sheet:
 - "A qualified archaeological monitor and a Viejas Cultural Monitor shall be on-site during all ground disturbing activities."
 - "The contractor is responsible for ensuring a pre-construction nesting survey is completed as required in the Mitigation Monitoring and Reporting Program."
- i. 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. At the time of plan submittal, the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the grading plan submittal package:
 1. Six sets of plans bound and stapled (grading and landscape)
 2. Plan check fees
 3. A completed grading permit application
 4. A cost estimate for the cost of construction
 5. Three copies of the Drainage Analysis specified here within
 6. Three copies of the Geotechnical Study specified here within

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

RESOLUTION NO. _____

accordance with the City Fee Schedule.

10. Plot Plan Submittal

Plot Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to each phase of development. Phase specific conditions shall be specified at the time of approval for a specific phase.

11. Street Improvement Plans Submittal

Street Improvement Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit for any given phase. Improvements will be phased to coincide with the specific development for any given phase. Phase specific conditions shall be specified at the time of approval for a given development phase.

Prior to the start of construction of any improvements, public or private, within the limits of the public right-of-way, the applicant shall have plans accepted, agreements executed, securities posted and an Encroachment Permit issued. All improvements shall be installed in accordance with City standards and at the applicant's cost unless otherwise indicated. The following improvements are conditioned as part of this development:

- a. Provide public improvements along Braverman Drive adjacent to the site to Residential Street standards that include a paved width of 20 feet from centerline, concrete curb and gutter, street lights, drainage facilities, pedestrian facilities and landscaping.
- b. Provide public improvements along Jeremy Street adjacent to the site to transition from Residential Collector street standards to Local Street standards that includes a paved width of 20 feet from centerline and then transitioning to 16 feet, concrete curb and gutter, street lights, drainage facilities, pedestrian facilities and landscaping.
- c. Repair and replace failed or inadequate pavement and sidewalk adjacent to the site along Braverman Drive and Jeremy Street. The limits of repair will be up to centerline of each street to the satisfaction of the Director of Development Services.
- d. Construct Streets A, B, C, D, E and F to Local Street standards (36' curb to curb/56'right-of-way). Show curb, gutter, sidewalks, street lighting, fire hydrants and pedestrian ramps at curb returns and other appropriate locations to coordinate with intersecting streets.
- e. Street improvement plans shall be one hundred percent (**100%**) complete at the time of plan submittal, be prepared in accordance with City guidelines and the requirements set forth herein, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. At the time of plan check submittal the applicant

RESOLUTION NO. _____

shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the improvement plan submittal package:

1. Six sets of plans bound and stapled
2. Plan check fees
3. Preliminary cost estimate for the improvements
4. One copy of the resolution of Approval or the Director's Decision approving the project

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

12. Landscape Plans

Landscape plans covering both the developer installed on-site landscaping and landscaping with the public right of way are required to be issued concurrently with the grading permit

- a. Submit a revised architectural site plan that includes:
 - 1) Fence and wall locations and details as discussed below
 - 2) Landscaping details as discussed below
- b. Submit a wall and fence plan to for approval by the Director of Development Services that includes:
 - 1) Provide common interior fencing that is of durable design and resistant to water staining and provide the same design on both sides of the fence (aka "Good Neighbor fencing").
 - 2) Interior fences shall not exceed six-feet in height.
 - 3) The location and design of all walls and fences shall be to the satisfaction of the Director of development services.
- c. Submit a landscape plan that meets the water efficient landscape standards as delineated in Section 17.36 of the Santee Municipal Code (SMC).
- d. The following shall be included as part of the landscape plan submittal package:
 - 1) Six sets of plans bound and stapled
 - 2) Plan check fees
 - 3) Preliminary cost estimate for the improvements
 - 4) One copy of the resolution of Approval approving the project

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

13. General Requirements.

RESOLUTION NO. _____

- a. The applicant shall notify all contractors, subcontractors and material suppliers that the following work schedule restrictions apply to this project:
 1. 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.
 2. No work is permitted on Sundays or City Holidays.
 3. No deliveries, including equipment drop off and pick-up, shall be made to the project except between the hours of 8:00 am and 6:00 pm, Monday through Saturday, excluding City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are excluded.
 4. If the applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, a reduction of permissible work hours may be imposed by the Director of Development Services.

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

- b. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each workday. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.
- c. 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.
- d. A grading permit to allow early subdivision grading in accordance with Section 15.58.170 of the Grading Ordinance may be obtained following approval of the tentative map.

RESOLUTION NO. _____

- e. Provide three copies of a final drainage study prepared by a registered Civil Engineer, with demonstrated expertise in drainage analysis and experience in fluvial geomorphology and water resources management. Storm drainage shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality.
 - i. The drainage study shall identify and calculate storm water runoff quantities expected from the site and upstream of the site and verify the adequacy of all on-site or off-site facilities necessary to discharge this runoff. The drainage system design shall be capable of collecting and conveying all surface water originating within the site, and surface water that may flow onto the site from upstream lands, and shall be in accordance with the latest adopted Master Drainage Plan, the requirements of the City of Santee Public Works Standards, including analysis of the 10-year and 100-year frequency storms, and be based on full development of upstream areas.
 - ii. 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.
- f. Applicant shall place all new utilities required to serve the project underground. No overhead facilities or extension of overhead facilities is permitted. In addition, the applicant shall underground any existing overhead facilities on-site and underground any overhead facilities adjacent to the project to the satisfaction of the Director of Development Services. Adjacent facilities are defined as existing overhead facilities in the abutting half street and may include extension of the undergrounding to either side of the project to the nearest existing utility pole.
- g. Provide certification to the Director of Development Services that sewer and water can be provided to the site and that financial arrangements have been made to provide said services
- h. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.

RESOLUTION NO. _____

Compliance

- a. Provide three 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) adopted January 12, 2011, or the BMP Design Manual, whichever is in effect on the day of grading permit issuance. All SUSMP requirements developed in the approved SWMP shall be incorporated into the project design. The SWMP shall include the following:
 - i. Develop and implement appropriate Best Management Practices (BMPs) to ensure to the maximum extent practicable (MEP) that the project does not increase pollutant loads from the site. A combination of respective storm water BMPs, including Site Design, Source Control, and Structural Treatment Control shall be implemented in accordance with the approved SWMP.
 - ii. 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.
 - iii. 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.
 - iv. The site shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, fitting all storm drain inlets with a grate/screen or trash rack, and retrofitting any adjacent storm drain inlet structures to which the site discharges with trash capture devices. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential. In addition, all inlets must be labeled with concrete stamp or equivalent - stating, "No Dumping - Drains to River".
- b. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) prior to start of construction. This project disturbs 1 or more acres of soil or disturbs less than 1 acre but is part of a larger common plan of development that in total disturbs 1 or more acres. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.

RESOLUTION NO. _____

- c. Provide two copies of a Construction Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction General Permit. The Construction SWPPP should contain a site map(s), which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The Construction SWPPP must list Best Management Practices (BMPs) the applicant will use to protect storm water runoff and the placement of those BMPs. Section XIV of the Construction General Permit describes the SWPPP requirements.
 - d. A Storm Water Facilities Maintenance Agreement accepting responsibility for all structural BMP maintenance, repair and replacement as outlined in said O&M plan binding on the land throughout the life of the project will be required prior to issuance of building permit.
15. Final pad and finish floor elevations shall be in conformance with the Santee Flood Damage Prevention Ordinance requirements.
16. The applicant shall make the following conveyances on the Final Map:
- a. Relinquish vehicular right of access to Braverman Drive for Lot 14.
 - b. Relinquish vehicular right of access to Jeremy Street for Lots 26, 27, 49, and 72.
 - c. Relinquish vehicular right of access to Street "A" for Lots 15, 38, 39, 62, 63, and 82.
 - d. Dedicate visibility clearance easements at all street intersections in accordance with Section 17.10.050 of the Zoning Ordinance.
 - e. Dedicate right-of-way along Braverman Drive adjacent to the site such that the ultimate right-of-way width to centerline is 30 feet.
 - f. Dedicate right-of-way along Jeremy Street adjacent to the site such that the minimum right-of-way width to centerline is 28 feet.
 - g. Dedicate drainage and access easements for all storm drainage improvements proposed for City maintenance.

SECTION 4: The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees, and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning this Tentative Map, or any action relating to or arising out of its approval.

SECTION 5: The terms and conditions of the Tentative Map TM2015-2 approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Tentative Map and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 6: The approval of the Tentative Map TM2015-2 expires on January 27, 2019 at 5:00 p.m. The Final Map or Maps conforming to this conditionally approved Tentative Map shall be filed with the City Council in time so that City Council may

RESOLUTION NO. _____

approve the Final Map or Maps before this approval expires unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 7: Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on January 27, 2016.

SECTION 8: The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk, County of San Diego" in the amount of \$2,260.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 9: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of January 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachments: Exhibit A

RESOLUTION NO. _____

EXHIBIT "A"

Legal Description

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

THAT PORTION OF LOTS 3 AND 4 IN BLOCK 1 OF THE SUBDIVISION OF TRACTS "H" AND "O" OF RANCHO EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 921.00 FEET OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOTS 3 AND 4, SOUTH 89° 40' WEST, 945.00 FEET; THENCE SOUTH 1° 27' WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 1273.54 FEET; THENCE NORTH 85° 07' EAST, 950.36 FEET TO THE WEST LINE OF SAID EAST 921.00 FEET OF LOT 3; THENCE ALONG SAID WEST LINE NORTH 1° 27' EAST 1198.12 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF LOTS 3 AND 4 IN BLOCK 1 OF THE SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 53 AS SHOWN ON SAN DIEGO COUNTY TRACT NO. 4040 ACCORDING TO MAP THEREOF NO. 9818 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 30, 1980; THENCE NORTH 02° 04' 00" EAST, 418.96 FEET (RECORD NORTH 02° 03' 45" EAST, 419.73 FEET PER MAP NO. 9818) TO A POINT IN THE SOUTHERLY LINE OF MAP NO. 8277 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MARCH 4, 1976; THENCE SOUTH 89° 41' 37" EAST 554.53 FEET (RECORD SOUTH 89° 58' 24" WEST, 554.66 FEET PER MAP NO. 8277) TO AN ANGLE POINT; THENCE SOUTH 89° 51' 27" EAST (RECORD SOUTH 89° 48' 06" WEST PER MAP NO. 8277) 395.86 FEET TO THE NORTHWESTERLY CORNER OF THE EASTERLY 921.00 FEET OF SAID LOT 3 BLOCK 1 OF SAID SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON; THENCE SOUTH 01° 55' 14" WEST 458.96 FEET ALONG THE WESTERLY LINE OF SAID EASTERLY 921.00 FEET; THENCE NORTH 88° 04' 46" WEST 14.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24.00 FEET; A RADIAL BEARS SOUTH 88° 04' 46" EAST; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 41' 43" A DISTANCE OF 36.31 FEET, TO A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 326.00 FEET, A RADIAL BEARS SOUTH 05° 13' 31" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 57' 30" A DISTANCE OF 90.80 FEET; THENCE NORTH 68° 48' 59" WEST, 26.35 FEET; TO A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 274.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 48' 54" A DISTANCE OF 109.10 FEET THENCE SOUTH 88° 22' 07" WEST 214.99 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 274.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 19' 55" A DISTANCE OF 39.85 FEET; THENCE SOUTH 80° 02' 12" WEST 97.59 FEET TO A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 23' 57" A DISTANCE OF 59.89 FEET; THENCE NORTH 89° 33' 51" WEST 283.69 FEET TO THE POINT OF BEGINNING.

APN: 381-160-73

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING DEVELOPMENT REVIEW PERMIT DR2015-4 FOR AN 87-LOT
SUBDIVISION OF LAND AND CONSTRUCTION OF 82 SINGLE FAMILY HOMES ON
BRAVERMAN DRIVE, WEST OF JEREMY STREET, IN THE LOW-MEDIUM
DENSITY RESIDENTIAL (R-2) ZONE**

**APPLICANT: WATT COMMUNITIES LLC
APN: 381-160-73-00**

RELATED CASE FILES: TM2015-2, AEIS2015-9

WHEREAS, on July 27, 2015, Watt Communities LLC ("Applicant") submitted a complete application for an 87-lot subdivision of land and the construction of 82 single-family homes on a property located on Braverman Drive, west of Jeremy Street and legally described in Exhibit A, attached hereto. Residential lot sizes would range from 6,000 to 9,000 square feet. The 82, one- and two-story, single-family residences would range in size from 2,100 to 3,200 square feet in three residential floor plans. Pedestrian and water quality/drainage improvements within the Jeremy Street right-of-way along the project frontage are proposed as part of this project. Two improved walkways would provide pedestrian access to the Walker Trail located south of the project site; and

WHEREAS, the Director of Development Services scheduled Tentative Map TM2015-2, and Development Review Permit DR2015-4 for public hearing on January 27, 2016; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study (AEIS2015-9) was conducted for the project (which includes Tentative Map (TM2015-2) and Development Review Permit (DR2015-4) that determined that all environmental impacts of the project would be less than significant with mitigation and a Mitigated Negative Declaration (State Clearinghouse Number 2015111047) was prepared and advertised for public review from November 13, 2015 to December 14, 2015; and

WHEREAS, the development site is located 1.5 miles north of Gillespie Field and is not within the Airport Influence Area One; and

WHEREAS, on January 27, 2016 the City Council held a duly advertised public hearing on Tentative Map TM2015-2, Development Review Permit DR2015-4 and AEIS2015-9; and

WHEREAS, the City Council considered the Staff Report, the Initial Study/Mitigated Negative Declaration, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the Project.

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

RESOLUTION NO. _____

SECTION 1: CEQA Compliance. On January 27, 2016, the City Council approved and adopted Mitigated Negative Declaration (State Clearinghouse Number 2015111047) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Development Review Permit contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution.

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

- A. That the proposed project as conditioned meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the site is zoned R-2 Low-Medium Density Residential. The project proposes 4.6 units per acre which is within the allowed density range of 2 to 5 dwelling units per acre. The proposed development is compatible with the existing single-family residential developments in the area which have the same density requirements and is compatible with the Development Review criteria contained in section 17.08.070 of the Municipal Code. The proposed units would be consistent with the maximum height allowed in the R-2 zone, which is 35 feet or two stories. The project is also consistent with the heights of the adjacent single-family projects to the west, north and southeast which is designated and zoned as R-2. Required on-site parking is provided and open space requirements are provided as conditioned.

- B. That the proposed development conforms to the Santee General Plan. The project provides a low to medium density product which has access to a collector street (Braverman Drive). The project provides a density consistent with the R-2 density in the Land Use Element of the General Plan and is located along Braverman Drive, a designated collector street in the Circulation Element of the General Plan. The project is consistent with the Objective 5.0 of the Housing Element which encourages a wide range of housing by location, type of unit, and price.

SECTION 3: The Development Review Permit DR2015-4 consisting of an 87-lot subdivision with 82 dwelling units located on Braverman Drive, west of Jeremy Street is hereby approved subject to the following conditions:

- A. The applicant shall obtain approval of Tentative Map TM2015-2.

- B. The applicant shall be responsible for complying with all the provisions of the Mitigation Monitoring and Reporting Program adopted by the City Council on January 27, 2016 and attached to Resolution No. _____ (MND reso #) as Exhibit "A". Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.1.

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

RESOLUTION NO. _____

approvals and conditions of approval for Tentative Map 2015-2 and Development Review Permit DR2015-4, and as depicted in plans dated July 27, 2015 consisting of 16 sheets.

2. Minor and Major Revisions to the Development Review Permit, such as changes to the building elevations, site design, and landscape design, shall be approved by the Director of Development Services, unless, in the Director's judgement, a Major Revision should be reviewed by City Council.
3. Provide interlocking pavers at crosswalks in support of Paseo recognition and trails access. These include two crosswalks across Street D, a crosswalk on Street E, and a crosswalk on Street F. Color of the pavers shall be consistent with the Paseo signage pilasters and approved by the Director of Development Services.
4. Variable front yard setbacks consistent with the provisions of SMC 17.10.050E shall be provided. Variation between 15 and 25 feet is appropriate. Setbacks shall be memorialized on the final map.
5. Paseo signs, similar in design to the existing Walker Preserve Trail sign on Magnolia Avenue, shall be placed at both trail access points along Street D and at the southwest corner of Braverman Drive and Jeremy Street, and approved by the Director of Development Services.
6. The garage for each dwelling unit shall be a minimum 20 feet by 20 feet unobstructed in accordance with Section 17.24.030(B)(1)(d) SMC.
7. Each dwelling unit shall be equipped with rain barrels to capture rainwater from the roof that can be used for landscape irrigation.
8. Each dwelling unit shall be equipped with conduit to support the future installation of a photo-voltaic system.
9. The single-family homes shall be designed with equal attention to all four elevations. Each elevation shall provide relief from large flat areas and provide a variety of textures, materials, and depth.
10. The applicant shall comply with all applicable requirements of the Municipal Code, Land Development Manual, and Public Works Standards of the City of Santee.
11. The applicant shall submit for approval of the Director of Development Services all materials, notices, wordings, etc. for the purposes of public disclosure to homeowners of any and all present or anticipated future assessment districts.
12. Provide a Construction and Demolition debris deposit as required by Chapter 13.38 Santee Municipal Code.

RESOLUTION NO. _____

13. Submit a landscape plan for the site prepared in accordance with new State guidelines and the City of Santee Water Efficient Landscape Ordinance (Chapter 17.36 of the Santee Municipal Code).
14. Should a model home complex be desired, the applicant shall submit for and obtain approval of a Temporary Use Permit and comply with the requirements of Subsection 17.06.070(E)(2) of the Santee Municipal Code. The Temporary Use Permit must be obtained prior to the issuance of a Building Permit for the model home(s).
15. All CC&R's shall be submitted to Department of Development Services for approval by the City Attorney and the Director of Development Services and recorded prior to occupancy of any unit to ensure consistency with City codes and applicable project permits and approved plans. A recorded copy shall be provided to Department of Development Services prior to the occupancy of first residential unit. The provisions of the CC&R's shall include the following:
 - a. The permittee and all persons, firms or corporations, owning the property subject to this subdivision map, their heirs, administrators, executors, successors, and assigns shall operate, maintain and repair the landscape areas and onsite drainage improvements as shown on the Final Map, site plan, and landscape plan in accordance with the approved CC&Rs primarily for the benefit of the residents of the subject development and shall continue to operate, maintain and repair said areas until such time as the operation and maintenance of said areas is assured by some public agency, district, corporation or legal entity approved by the City Council.
 - b. The prohibition on street parking within the cul-de-sac at the east end of street "B."
16. Applicant shall obtain final map approval and record the final map. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy of the recorded map to the Department of Development Services Engineering Division together with three printed copies of the map for the City's permanent record. The prints and mylar shall be in accordance with City standards.
17. Plot Plans shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of any building permits or start of construction of the street improvements. The plans shall be prepared at a scale of 1" = 20'. Plan format and content shall comply with Engineering Division standards.
18. To ensure maintenance of public interest landscape facilities as well as the water quality features associated with the project's approved Storm Water Management Plan, the applicant shall be required to create a Home Owners Association to provide for the maintenance of these areas.
19. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the

RESOLUTION NO. _____

recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of a rough grading report, which shall include a compaction report prepared by the geotechnical engineer, and a certification by the project civil engineer that all property corners, slopes, retaining walls, drainage devices and building pads are in conformance with the approved grading plans.

20. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. At present, the fees are estimated to be as follows:

a. Drainage	\$222,630	or	\$2,715/unit (estimated)
b. Traffic	\$ 280,440	or	\$3,420/unit
c. Traffic Signal	\$ 28,946	or	\$ 353/unit
d. Park-in-Lieu	\$ 599,994	or	\$7,317/unit
e. Public Facilities	\$ 498,396	or	\$6,078/unit
f. RTCIP Fee	\$ 189,420	or	\$2,310/unit

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

11. Provide a minimum 26' wide, clear area (no parking), all-weather, paved (or other approved surface) emergency access roadway for the site prior to the delivery of combustible construction materials. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of combustible materials. An emergency access plan for the site shall be submitted for approval prior to construction.

12. Provide minimum 26' wide, paved "fire lane" access roadways throughout the development. The fire lane width shall be measured curb to curb (or edge of pavement to edge of pavement), or the distance measured between cars parked on both sides of the street. Fire lanes 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.

13. The cul-de-sac on street "B" is acceptable as proposed with no parking allowed anywhere in the cul-de-sac. The dimensions will need to be increased respectively if parking is proposed. A 37' curb to curb (40' car to car) radius is the minimum radius required for apparatus turnarounds.

14. Minimum inside turning radius is 28' and minimum outside turning radius is 40'.

RESOLUTION NO. _____

15. Address numbers shall be placed near the front door of each unit visible from the street. Numbers shall be block style, 4" in height minimum, black in color (or other approved color), in contrast with their background.
16. The homes are required to be constructed with an approved automatic fire sprinkler system installed by a licensed fire sprinkler contractor. Separate plans for each structure are required to be submitted to the Fire Department for approval prior to installation. A Potter, "SASH-120" Horn/Strobe (or equivalent) shall be located below each address placement for indication of fire sprinkler activation.
17. Provide a Potter "SASH-120", all weather, exterior horn/strobe (or equivalent) in lieu of exterior bell for audio/visual notification of sprinkler activation. The horn/strobe is to be installed near the address placement for the building. Exact installation location of the horn/strobe is to be determined by the Fire Department prior to installation.
18. After the overhead portion of the automatic fire sprinkler system has been installed, a hydrostatic test of the system shall be conducted at 200 PSI for two hours. Contact the Santee Fire department to schedule an inspection of this test.
19. Several fire hydrants are required for your project. These hydrants shall have two, 2 1/2" ports and one, 4" port, with a minimum fire flow of 1500 gallons per minute for 1 hour. The maximum distance from any point on the street frontage to a hydrant shall be 250', and the average spacing between hydrants shall not exceed 500' per table C105.1 of the 2013 CFC. Hydrants shall be of all bronze construction, painted "fire hydrant yellow" and be installed per Padre Dam Water District requirements. Exact location of required hydrants is to be determined by the Fire Department prior to installation. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of construction materials.

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

1. Prior to occupancy of the first dwelling unit, the applicant shall submit a copy of the recorded CC&Rs pursuant to the conditions imposed for Tentative Map TM2015-2 and Development Review DR2015-4.
2. Complete construction of all improvements shown on the plans dated approved plans to the satisfaction of the Director of Development Services.
3. The applicant shall comply with all applicable sections of the Municipal Code, land Development Manual and Public Works Standards of the City of Santee.
4. The applicant shall plant all new trees in and within 10 feet of the public right-of-way with root control barriers.

RESOLUTION NO. _____

5. The applicant shall obtain final clearance for occupancy by signature on the final inspection request form from the Building Division, Fire Department and the Planning and Engineering Divisions of the Department of Development Services
- E. The following conditions apply to the project approved under TM2015-2 and DR2015-4 and shall be memorialized by recording a "Notice of Restrictions" on the property. This notice shall be prepared to the satisfaction of the Director of Development Services:
1. The development's Covenants, Conditions, and Restrictions (CC&Rs) shall include, but are not limited to a discussion of the maintenance of the common areas and storm water facilities.
 2. The prohibition on parking within the cul-de-sac at the east end of street "B."
 3. All required landscaping shall be adequately watered and maintained in a healthy and thriving condition, free from weeds, trash, and debris.
 4. All groundcover installed by the developer pursuant to an approved landscape plan shall provide 100 percent coverage within 9 months of planting or additional landscaping, to be approved by the Director, shall be required in order to meet this standard. Watt Communities shall be responsible for this planting even if their involvement in the project is otherwise complete.
 5. All storm water best management practices (BMPs) outlined in the Storm Water Management Plan must be installed and operational to the satisfaction of the Director of Development Services. Failure to maintain a required BMP will subject property owners and/or the Homeowners Association to civil penalties.
 6. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises, and shall otherwise conform to the requirements of Title 17 of the Santee Municipal Code.

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

SECTION 5: This Development Review Permit DR2015-4 expires on January 27, 2019 at 5:00 p.m. unless prior to that date a Final Map has been recorded pursuant to Tentative Map TM2015-4, or unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to

RESOLUTION NO. _____

extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 6: Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exaction imposed pursuant to this approval, shall begin on January 27, 2016.

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

SECTION 8: The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County of San Diego" in the amount of \$2,260.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 9: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of January 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

RESOLUTION NO. _____

Attachment: Exhibit A

EXHIBIT "A"

Legal Description

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

THAT PORTION OF LOTS 3 AND 4 IN BLOCK 1 OF THE SUBDIVISION OF TRACTS "H" AND "O" OF RANCHO EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 921.00 FEET OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOTS 3 AND 4, SOUTH 89° 40' WEST, 945.00 FEET; THENCE SOUTH 1° 27' WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 1273.54 FEET; THENCE NORTH 85° 07' EAST, 950.36 FEET TO THE WEST LINE OF SAID EAST 921.00 FEET OF LOT 3; THENCE ALONG SAID WEST LINE NORTH 1° 27' EAST 1198.12 FEET TO THE POINT OF BEGINNING.

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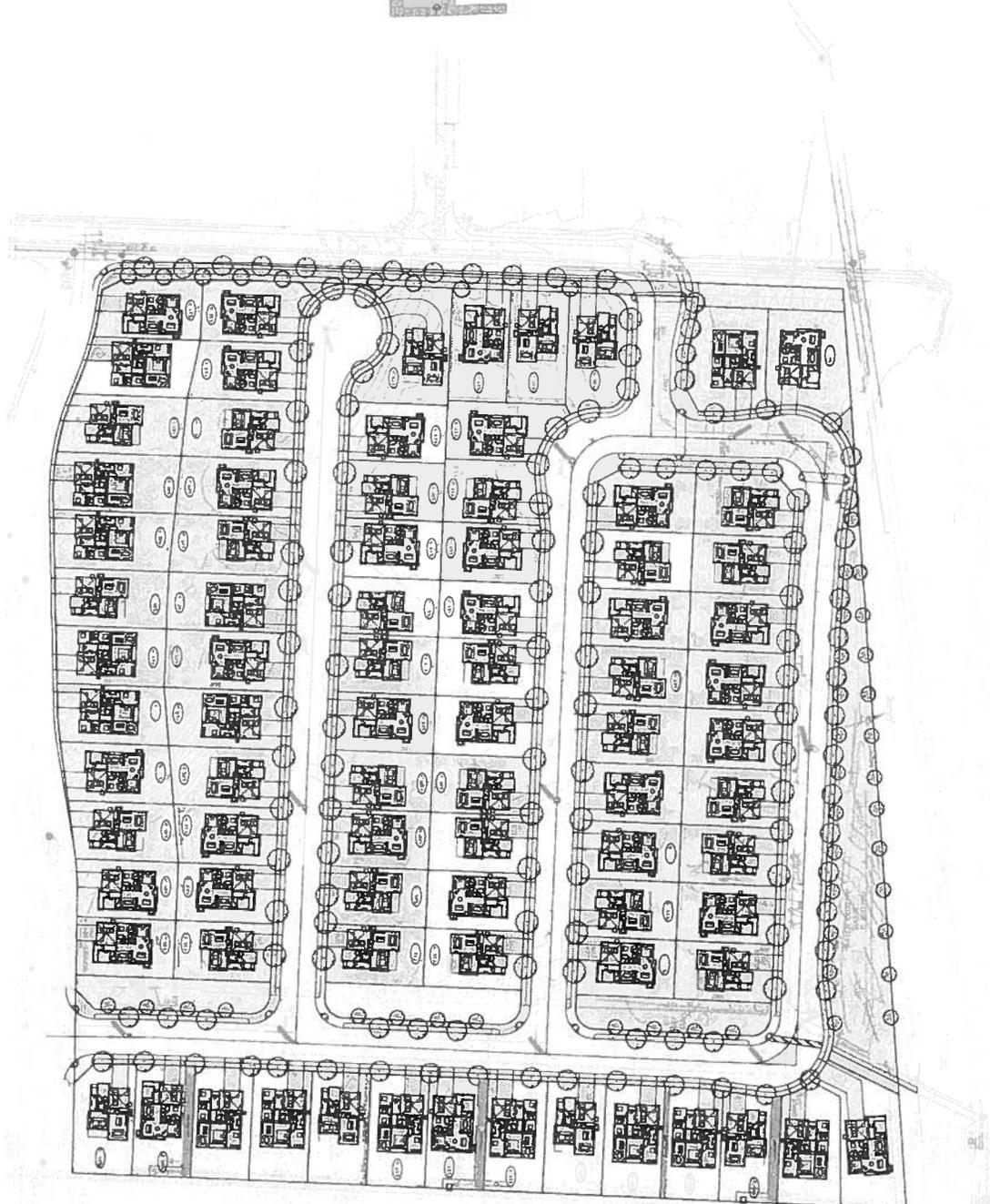
BEGINNING AT THE NORTHEAST CORNER OF LOT 53 AS SHOWN ON SAN DIEGO COUNTY TRACT NO. 4040 ACCORDING TO MAP THEREOF NO. 9818 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 30, 1980; THENCE NORTH 02° 04' 00" EAST, 418.96 FEET (RECORD NORTH 02° 03' 45" EAST, 419.73 FEET PER MAP NO. 9818) TO A POINT IN THE SOUTHERLY LINE OF MAP NO. 8277 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MARCH 4, 1976; THENCE SOUTH 89° 41' 37" EAST 554.53 FEET (RECORD SOUTH 89° 58' 24" WEST, 554.66 FEET PER MAP NO. 8277) TO AN ANGLE POINT; THENCE SOUTH 89° 51' 27" EAST (RECORD SOUTH 89° 48' 06" WEST PER MAP NO. 8277) 395.86 FEET TO THE NORTHWESTERLY CORNER OF THE EASTERLY 921.00 FEET OF SAID LOT 3 BLOCK 1 OF SAID SUBDIVISION OF LOTS "H" AND "O" OF RANCHO EL CAJON; THENCE SOUTH 01° 55' 14" WEST 458.96 FEET ALONG THE WESTERLY LINE OF SAID EASTERLY 921.00 FEET; THENCE NORTH 88° 04' 46" WEST 14.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24.00 FEET; A RADIAL BEARS SOUTH 88° 04' 46" EAST; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 41' 43" A DISTANCE OF 36.31 FEET, TO A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 326.00 FEET, A RADIAL BEARS SOUTH 05° 13' 31" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 57' 30" A DISTANCE OF 90.80 FEET; THENCE NORTH 68° 48' 59" WEST, 26.35 FEET; TO A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 274.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 48' 54" A DISTANCE OF 109.10 FEET THENCE SOUTH 88° 22' 07" WEST 214.99 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 274.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 19' 55" A DISTANCE OF 39.85 FEET; THENCE SOUTH 80° 02' 12" WEST 97.59 FEET TO A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 23' 57" A DISTANCE OF 59.89 FEET; THENCE NORTH 89° 33' 51" WEST 283.69 FEET TO THE POINT OF BEGINNING.

APN: 381-160-73



Braverman Project

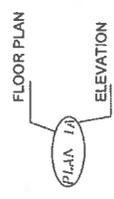
(TM2015-2 / DR2015-4 / AEIS 2015-9)



PLAN SUMMARY

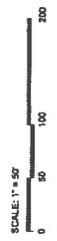
PLAN 1:	15 units
PLAN 2:	34 units
PLAN 3:	33 units
TOTAL:	82 units

RECEIVED



ELEVATION STYLES:
 'A': Spanish
 'B': Cottage
 'C': Craftsman

**ARCHITECTURAL
 SITE PLAN**

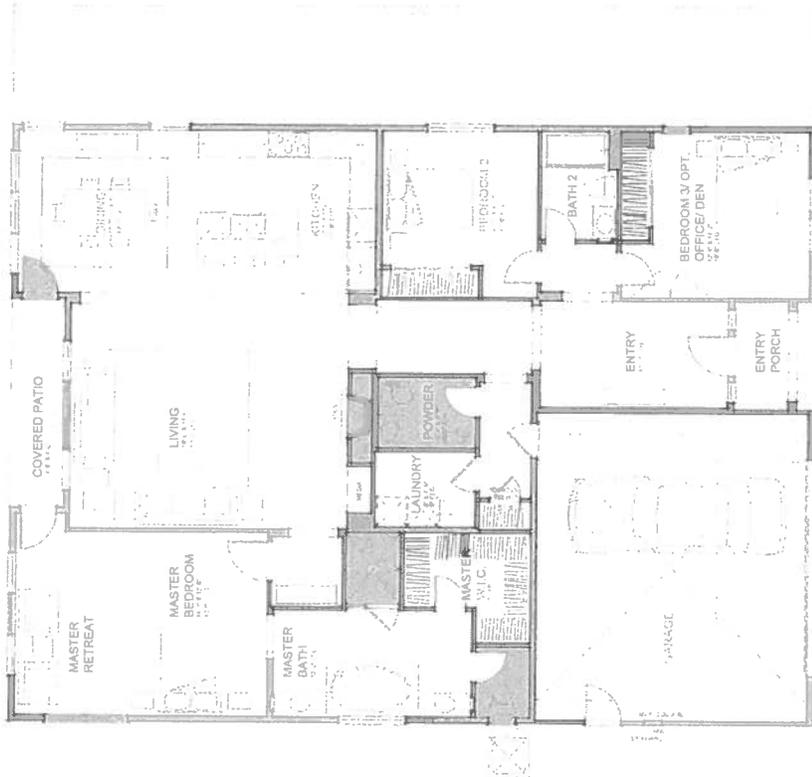


1/18/04
 07/21/2015

DAHLIN
 group

A0.1

SANTEE
 BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



PLAN 1
 2,102 SQ. FT.
 3 BEDROOM
 2 1/2 BATH
 2 CAR GARAGE: 486 SQ. FT.

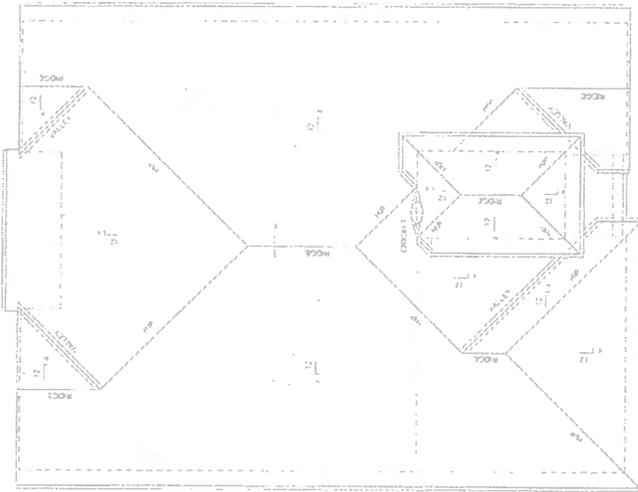
SCALE 1/4" = 1'-0"
 0 4 8 16

JOB NO. 1197 004
 DATE 04.08.2015
A1.1
 438 South Colton Avenue
 San Jose, CA 95129
 408.330.0544

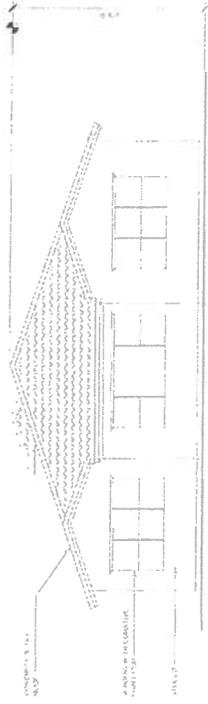


PLAN ONE:
 2,102 SF

SANTEE
 BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



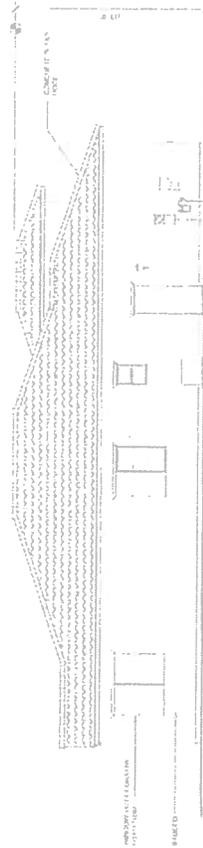
ROOF PLAN



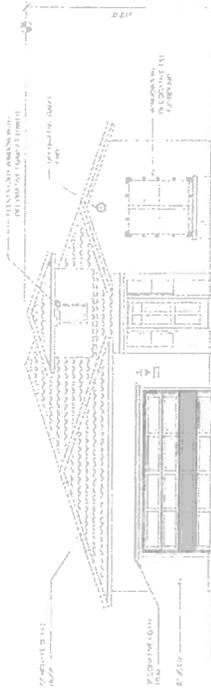
REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

PLAN 1A
SPANISH
SCALE 3/8" = 1'-0"



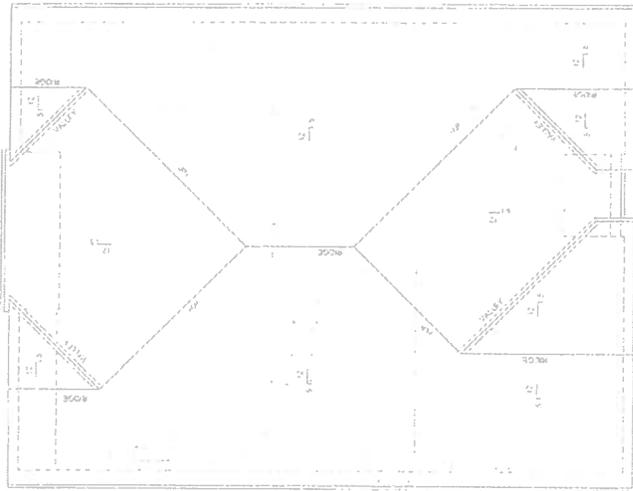
JOB NO. 1187.004
DATE 04-06-2015
105 Redwood Avenue
Santee, CA 92081
628-200-9244



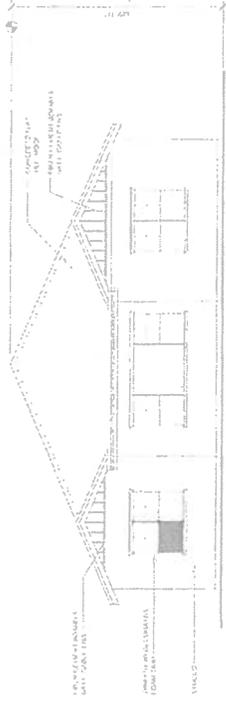
SANTEE

BY WATT COMMUNITIES IN SANTEE, CALIFORNIA

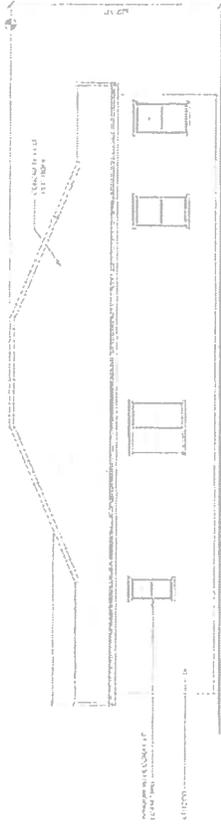
A1.2



ROOF PLAN



REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

PLAN 1B
COTTAGE

SCALE: 3/8" = 1'-0"



JOB NO. 1197.004

DATE 04-08-2015

Scale Code Number

34488 BARCH, CA 92015

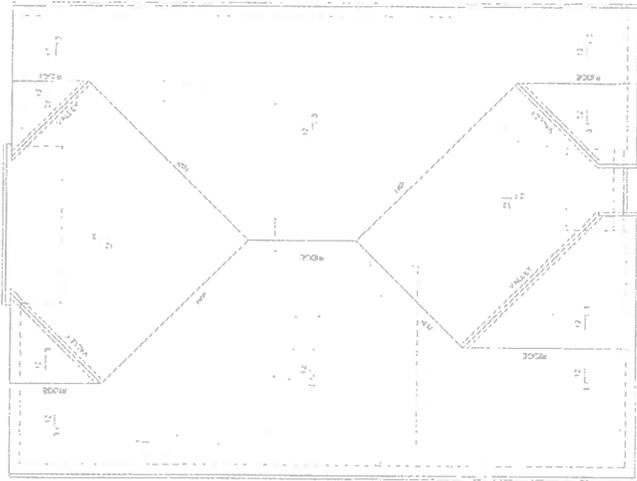
© 2005-2014

A1.3

DAHLLIN
ARCHITECTS

SANTEE

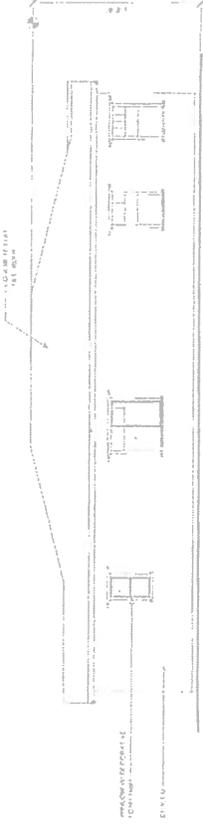
BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



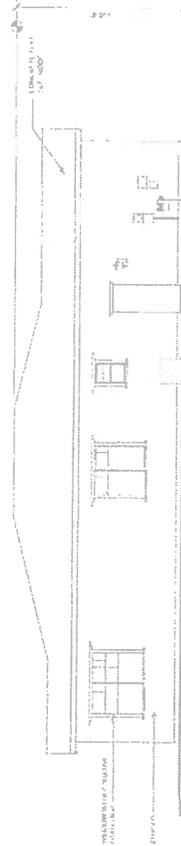
ROOF PLAN



REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

PLAN 1C
CRAFTSMAN

SCALE 3/8\"/>



JOB NO. 1197 064

DATE 04.05.2015

535 East Carnegie Avenue
Santee, CA 92072

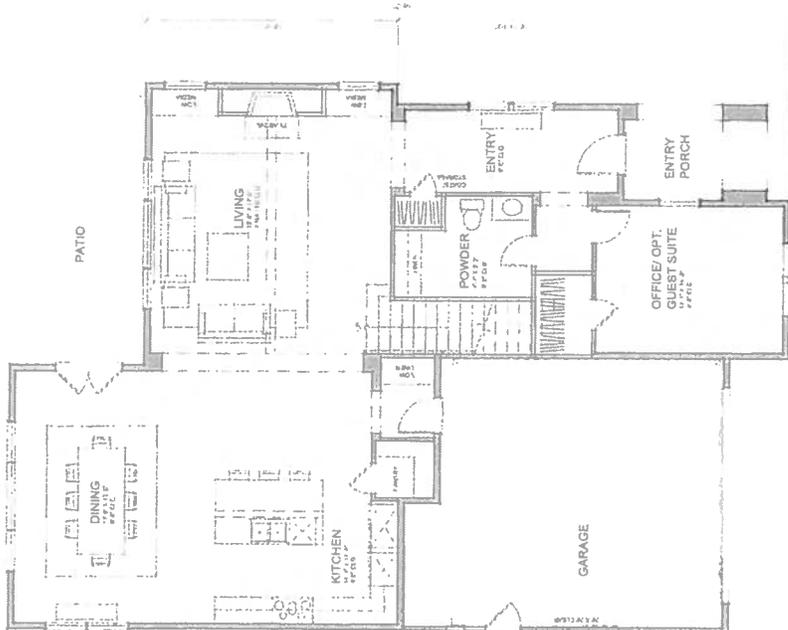
951-350-0544

DAHLLIN
ARCHITECTURE

A1.4

SANTEE

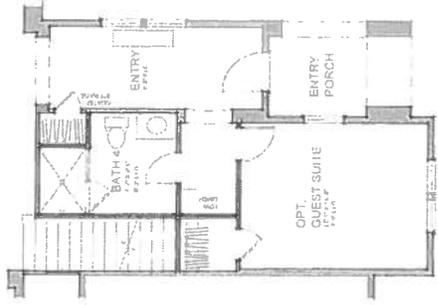
BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



PLAN TWO
FIRST FLOOR
1,474 SF



PLAN TWO
SECOND FLOOR
1,285 SF



PLAN 2
2,739 SQ. FT.

- 3 BEDROOM
- 4 BATH
- OFFICE/GUEST SUITE
- 2 CAR GARAGE. 488 SQ. FT.

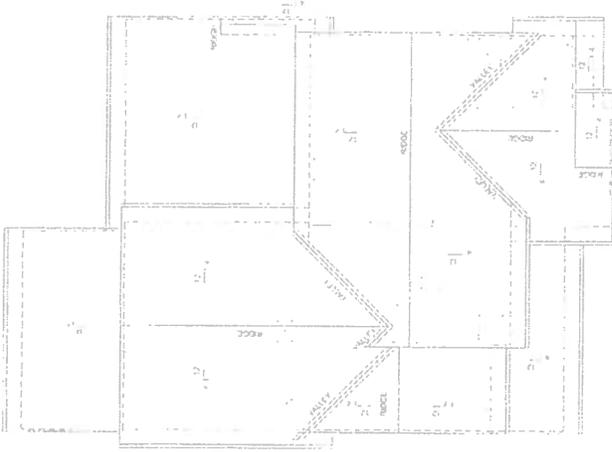


JOB NO. 1107 004
DATE 04-06-2015
839 South Cheney Avenue
Sunnyvale, CA 95076
650-350-0544

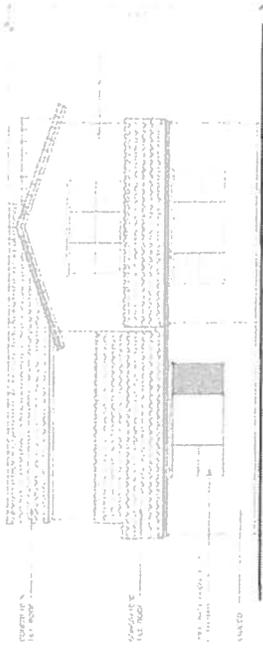
A2.1



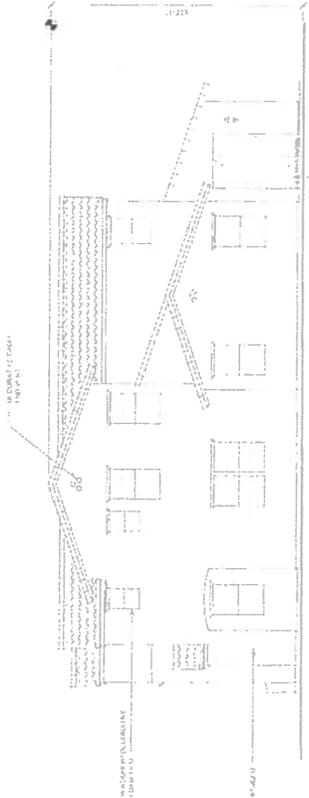
SANTEE
BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



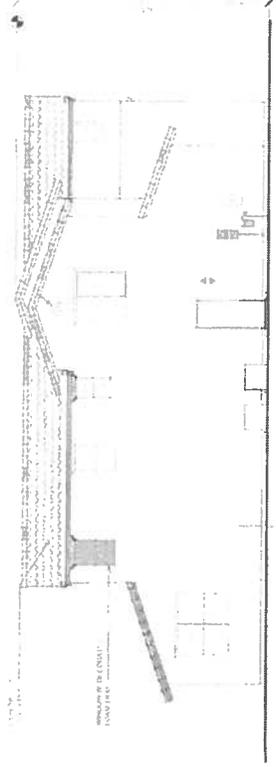
ROOF PLAN



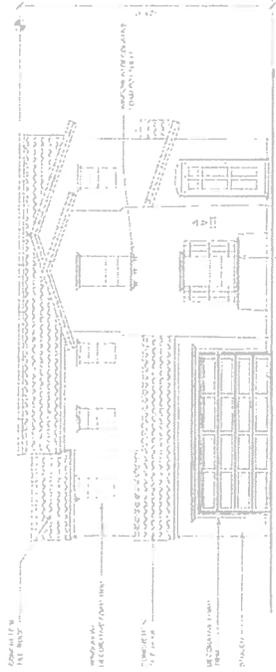
REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION

PLAN 2A
SPANISH
SCALE 3/16" = 1'-0"

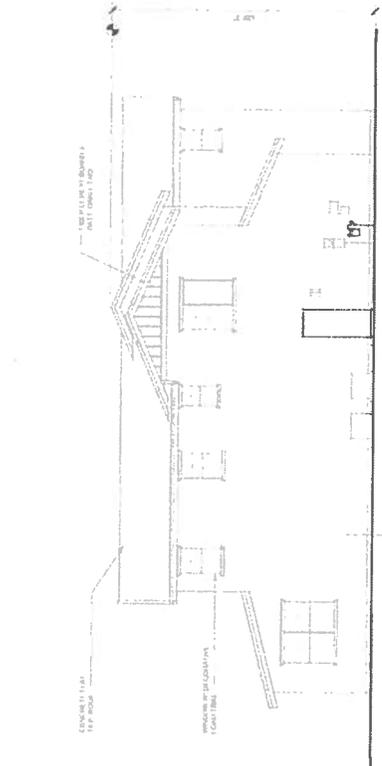
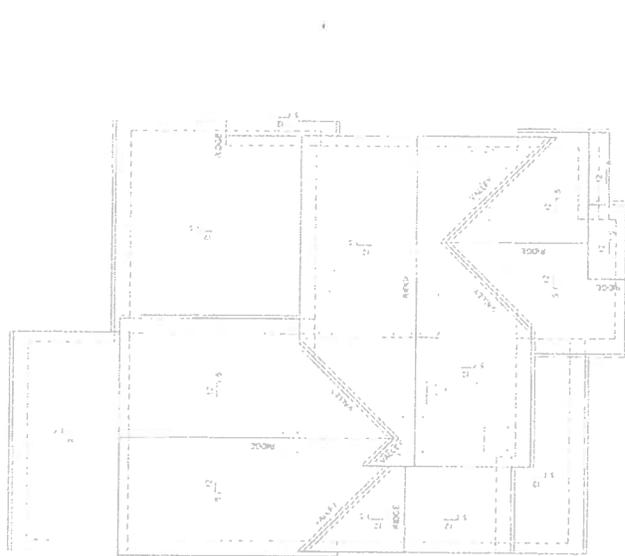
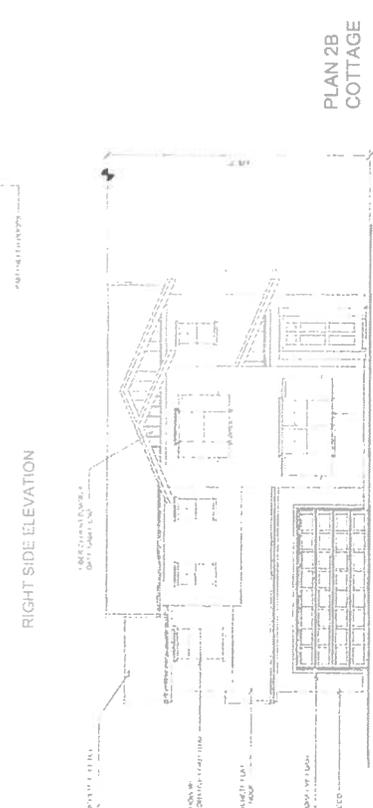
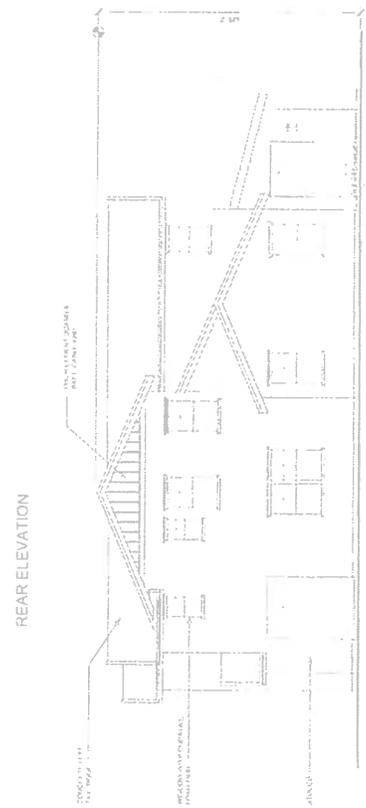
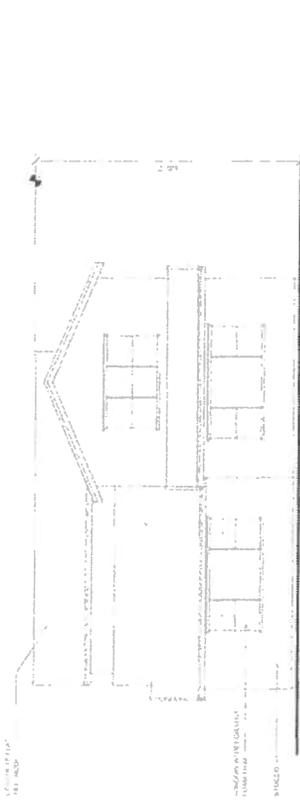


JOB NO. 1187 204
DATE 04-08-2015
109 South Calaveras Street
Santa Barbara, CA 93101
805-350-0544

A2.2



SANTEE
BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



PLAN 2B
COTTAGE
SCALE 3/16" = 1'-0"

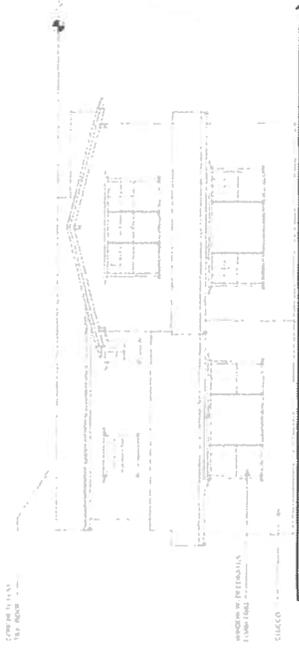
JOB NO. 119704
DATE 04-06-2015
185 South Santee Avenue
Escondido, CA 92025
858-330-0544



SANTEE

BY WATT COMMUNITIES IN SANTEE, CALIFORNIA

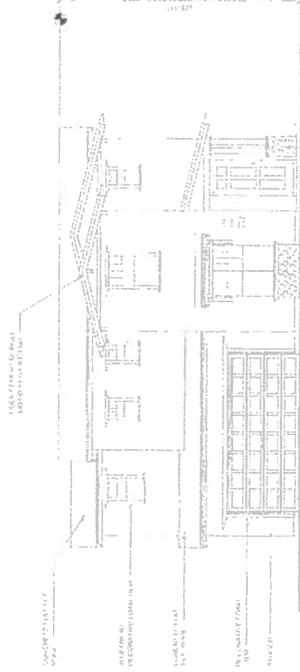
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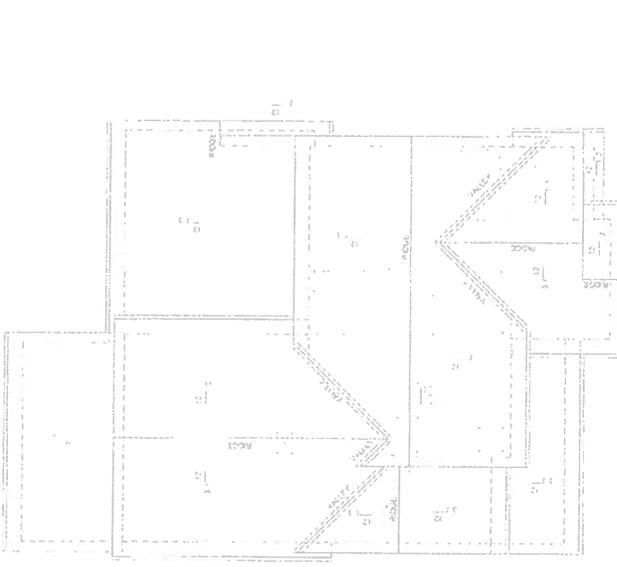
REAR ELEVATION



RIGHT SIDE ELEVATION



FRONT ELEVATION



ROOF PLAN



LEFT SIDE ELEVATION

PLAN 2C
CRAFTSMAN

SCALE 3/16" = 1'-0"



JOB NO. 1107 004

DATE 04-06-2015

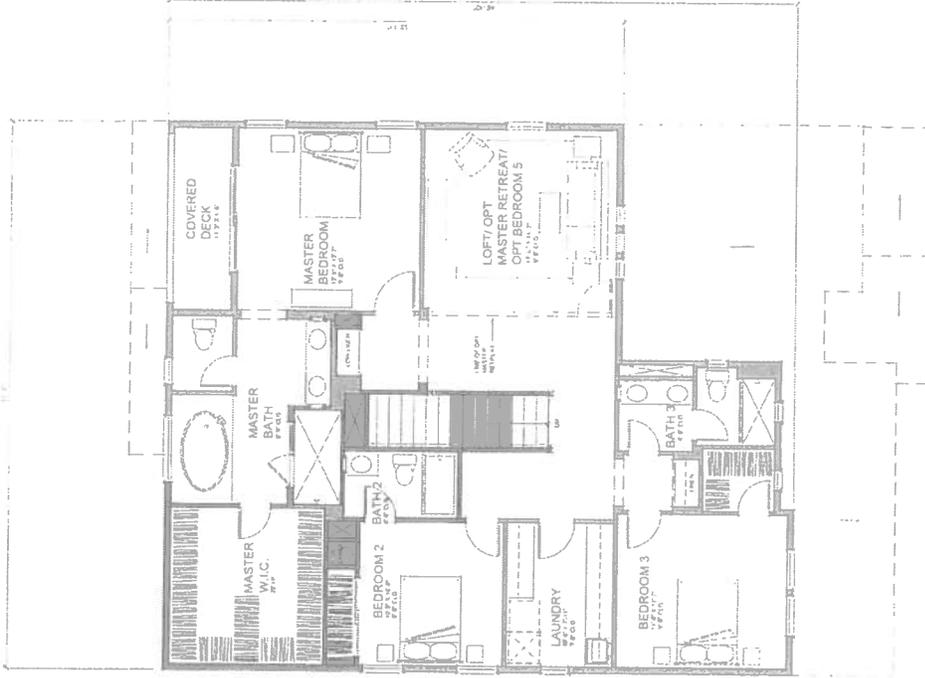
539 South Colton Avenue
Santee Beach, CA 92075
657-350-0544

A2.4

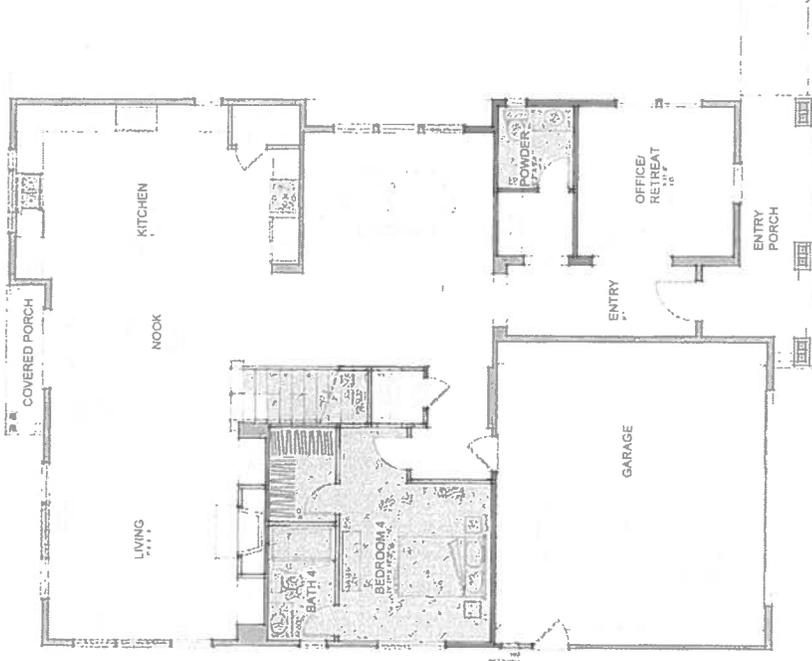


SANTEE

BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



PLAN THREE
SECOND FLOOR
1,548 SF



PLAN THREE
FIRST FLOOR
1,701 SF

PLAN 3
3,247 SQ. FT.
4 BEDROOM
4 1/2 BATH
OFFICE / RETREAT
LOFT / OPT. MASTER RETREAT /
OPT. BEDROOM 5
2 CAR GARAGE: 483 SQ. FT.

SCALE 1/4" = 1'-0"



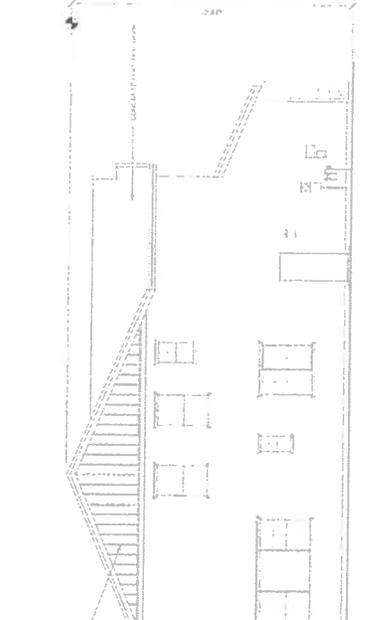
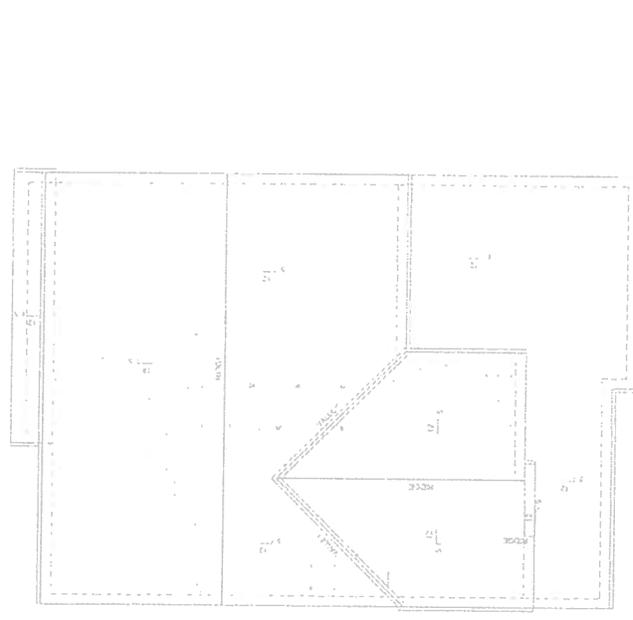
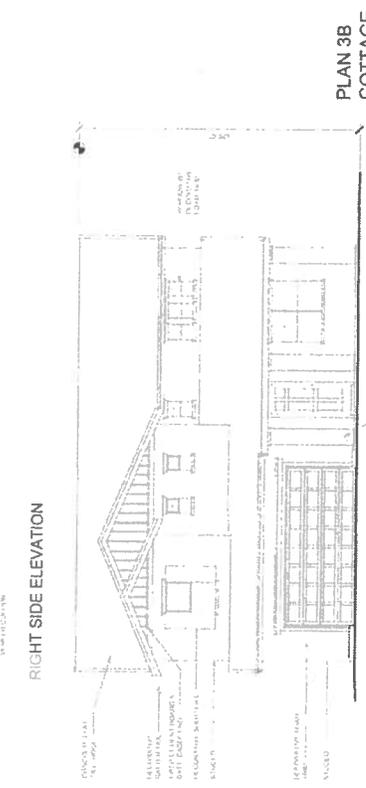
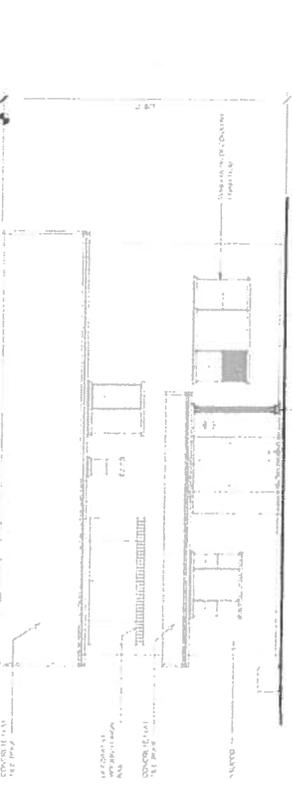
JOB NO. 1177/04
DATE 04-06-2015

145 South Coast Avenue
Sunnyvale, CA 94087
888-350-2644

A3.1



SANTEE
BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



PLAN NO. 1157 004
COTTAGE

SCALE: 3/8"=1'-0"

JOB NO. 1157 004
DATE 04-18-2015

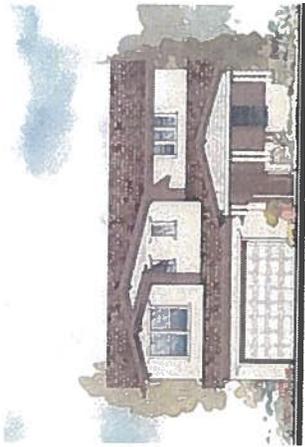
538 Santee, Calaveras Avenue
Santee, CA 92075
656 756-5544



A3.3

SANTEE

BY WATT COMMUNITIES IN SANTEE, CALIFORNIA



PLAN 3C - CRAFTSMAN



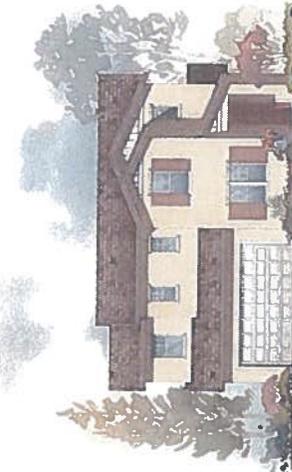
PLAN 3B - COTTAGE



PLAN 3A - SPANISH



PLAN 2C - CRAFTSMAN



PLAN 2B - COTTAGE



PLAN 2A - SPANISH



PLAN 1C - CRAFTSMAN



PLAN 1B - COTTAGE



PLAN 1A - SPANISH

COLORED FRONT ELEVATIONS

JOB NO. 1107 004

DATE 04-06-2013

238 South Calaveras Avenue
San Jose, CA 95128



AE

SANTEE

BY WATT COMMUNITIES IN SANTEE, CALIFORNIA

Braverman Drive Tentative Map Project

Draft Initial Study/Mitigated Negative Declaration (October 2015)

This document can be reviewed at:

1. Santee City Clerk's Office
2. Department of Development Services
3. On the City's Website by clicking the following link:

<ftp://sntbberry.cityofsanteeca.gov/Cityclerk/2A%20Final%20Neg%20Dec%20%20Braverman.pdf>

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR TENTATIVE MAP (TM2015-5), DEVELOPMENT REVIEW PERMIT (DR2015-9), AND A SUBSEQUENT MITIGATED NEGATIVE DECLARATION (AEIS2015-15) FOR A 10-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 8758 BUSHY HILL DRIVE IN THE MEDIUM-HIGH DENSITY (R-14) LAND USE DESIGNATION AND ZONE. APPLICANT: CITY VENTURES L.P.

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

In January 2015, the City Council approved a project known as the "Santee 50" which permitted 50 residential condominium units on three parcels near the southwest corner of Simeon Drive and Bushy Hill Drive. The three parcels of the project surround a fourth parcel (8758 Bushy Hill Drive) that was not part of the original project approval.

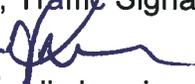
Since the approval last year, the owner of this fourth parcel has come to terms with the developer of the surrounding parcels regarding sale of the property. This 0.56-acre site would be integrated with the Santee 50 project. Ten new residential condominium units are proposed that would be incorporated into the previously approved 50-unit project by utilizing the same driveways, the same recreational amenities, and visitor parking spaces. The development, including this fourth parcel, would result in a total of 60 units on the 3.66-acre site. The units would range in size from 1,477 square feet to 1,814 square feet in living area. Each unit would have a two-car garage. The project has been conditioned to require roof-mounted solar photo-voltaic systems on the 10 unit building and the developer has agreed to install similar systems on the previously approved 50 units.

ENVIRONMENTAL REVIEW

A Subsequent Mitigated Negative Declaration (MND), (State Clearinghouse #2014121069) dated December 4, 2015 was prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). The public review period ended on January 6, 2016 and comment letters were received during the comment period. Written comments did not raise new issues not fully addressed in the Subsequent Mitigated Negative Declaration; approval is recommended.

CITY ATTORNEY REVIEW N/A Completed

FINANCIAL STATEMENT  Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to be \$186,770 (including Park In-lieu Fees \$66,710; Public Facilities Fees \$54,800; RTCIP \$23,100, Traffic Impact Fee \$21,380; Drainage \$18,570; Traffic Signal Fee \$2,210).

RECOMMENDATIONS 

1. Conduct and close the public hearing.
2. Approve Subsequent Mitigated Negative Declaration (AEIS2015-15) as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution.
3. Approve Tentative Map TM2015-5 per the attached Resolution.
4. Approve Development Review Permit DR2015-9 per the attached Resolution.

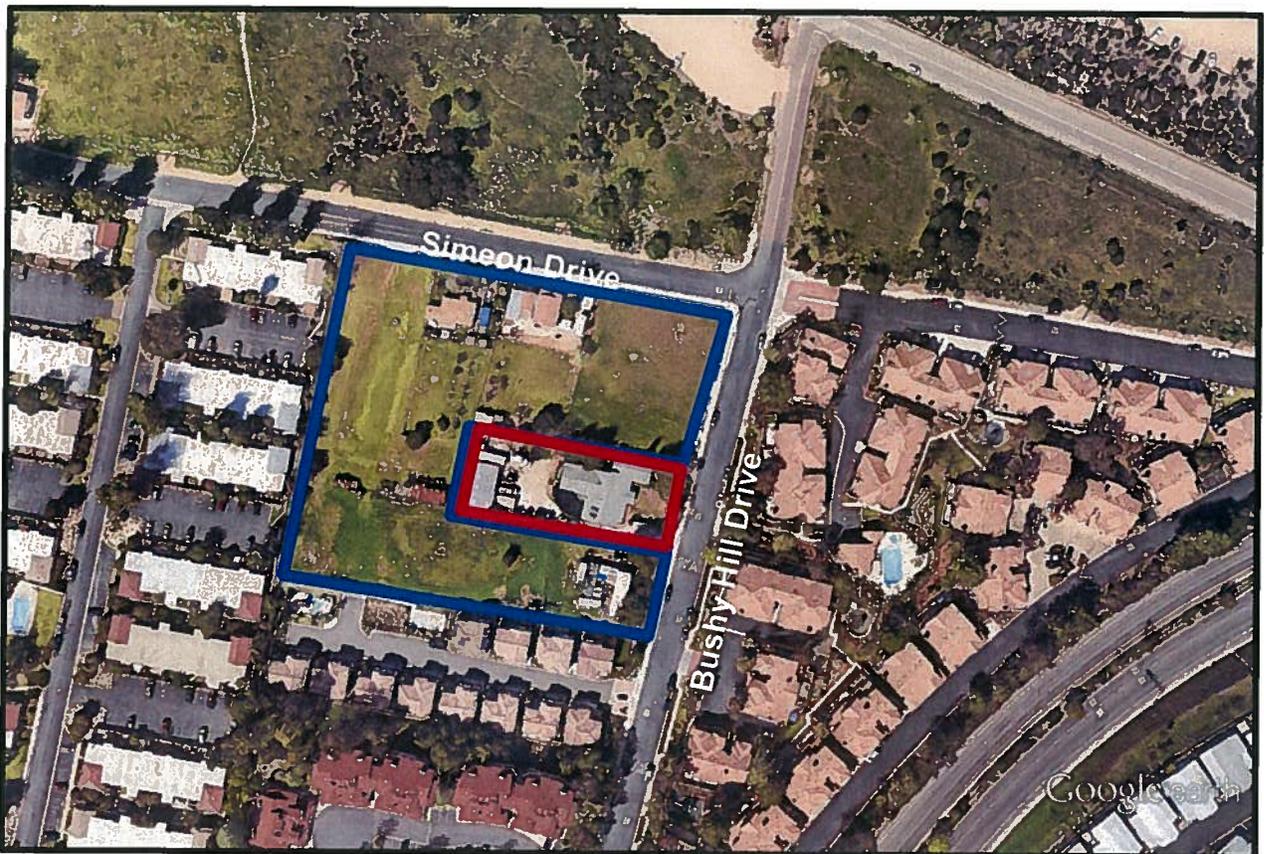
ATTACHMENTS Staff Report Aerial Exhibit Three Resolutions
Subsequent Initial Study/Checklist of 12/4/2015 Project Plans

STAFF REPORT

TENTATIVE MAP (TM2015-5), DEVELOPMENT REVIEW PERMIT (DR2015-9) AND A SUBSEQUENT MITIGATED NEGATIVE DECLARATION (AEIS2015-15) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR 10-UNIT CONDOMINIUM PROJECT AT 8758 BUSHY HILL DRIVE IN THE MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE DESIGNATION AND ZONE. APPLICANT: CITY VENTURES L.P.

CITY COUNCIL MEETING JANUARY 27, 2015

A Notice of Intent to Adopt a Subsequent Mitigated Negative Declaration was published in the Union Tribune on December 4, 2015 and Notice of the Public Hearing was published in the East County Californian on January 14, 2016 for a January 27, 2016 public hearing. Owners of property within 300 feet of the request and other interested parties, including the owner, were notified on January 14, 2016. A total of 55 notices of public hearing were sent by U.S. Mail on January 14, 2016.



Mission Trails Collection II (VICINITY MAP)
8758 Bushy Hill Drive
TM2015-5/DR2015-9/AEIS2015-15

A. SITUATION AND FACTS

1. Requested byCity Ventures L.P.
2. Land OwnerMichael Ferris
3. Type and Purpose of RequestTentative Map 2015-5 and Development Review Permit DR2015-9 for 10 residential condominium units.
4. Location8758 Bushy Hill Drive
5. Site Area0.56 acres
6. Existing ZoningMedium-High Density Residential (R-14)
7. Surrounding Zoning
North: Medium-High Density Residential (R-14)
South: Medium-High Density Residential (R-14)
East: Medium Density Residential (R-7)
West: Medium-High Density Residential (R-14)
8. General Plan DesignationMedium-High Density Residential (R-14)
9. Existing Land UseSingle-Family Residence (SFR)
10. Surrounding Land Use
North: Vacant –Under Construction
South: Vacant –Under Construction
East: Multi-Family Residential
West: Vacant –Under Construction
11. TerrainGenerally flat, topography slopes downward from the south east to the northwest with surface elevations ranging from approximately 353 feet above mean sea level (AMSL) at the southeast corner to approximately 340 feet AMSL at the northwest corner of the property.
12. Environmental StatusSubsequent Mitigated Negative Declaration (SCH: 2014121069) (December 4, 2015). Issues: Biology / Cultural Resources).
13. APN383-021-06-00
14. Freeway ImpactNo
15. Within Airport Influence AreaNo

B. BACKGROUND

Previous Approvals – In January 2015, the City Council approved the “Santee 50” project (TM2014-1) for construction of 50 residential condominium units on three parcels at the southwest corner of Simeon Drive and Bushy Hill Drive. The 50 units are to be in nine buildings on the three lots surrounding a fourth lot (8758 Bushy Hill Drive) [that interior lot was not included as part of the original project. See Figure 1.] Vehicle access to this 3.1-acre project site will be taken from two points off Bushy Hill Drive. Interior vehicle circulation is via three private streets. The approved structures are generally two-story residences with a maximum height of approximately 30 feet. The project was approved with a third story “bonus room” on the end units that reaches a height of 34 feet above grade. Each unit has a two-car garage.

The final map for this project was approved by City Council on November 18, 2015 and grading operations have commenced. During the building permitting process, the applicant removed the third-story “bonus room” thereby reducing the overall height of the project from 34 feet to approximately 30 feet.

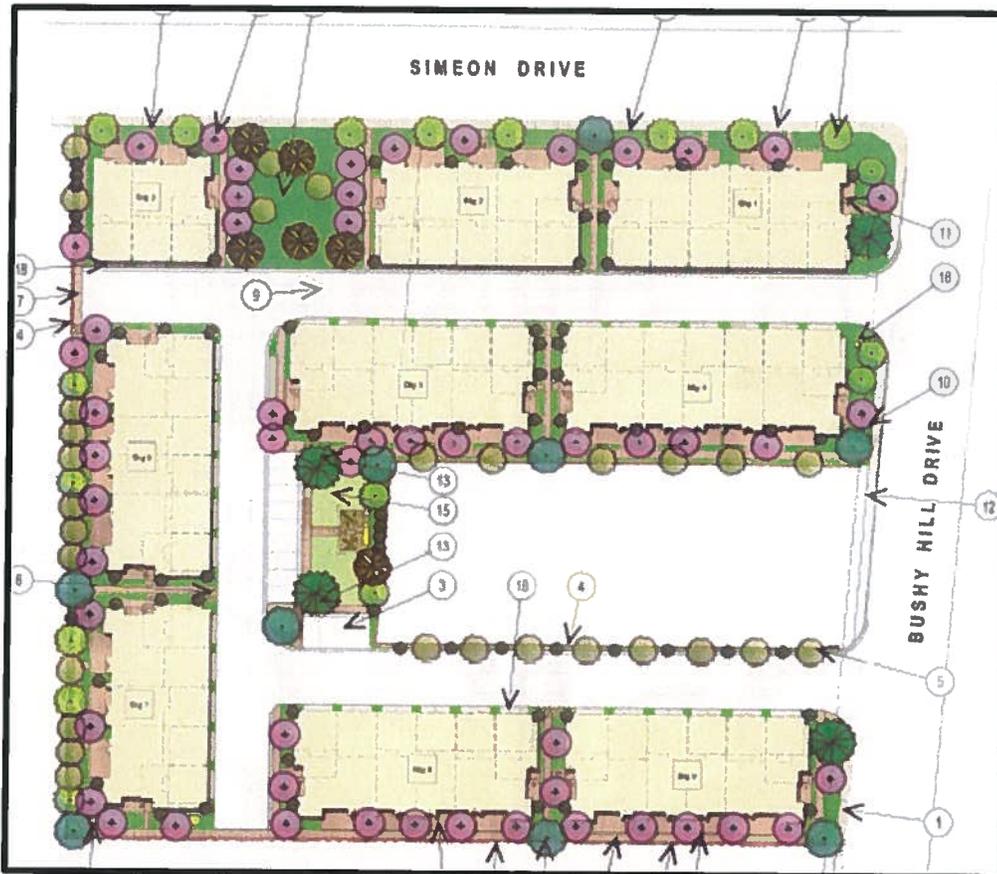


Figure 1: Santee 50 Project

Since the approval of the “Santee 50” project, the applicant has come to purchase and sale terms with the owner of the interior lot at 8758 Bushy Hill Drive. Consequently, the applicant of the 50-unit project submitted this application for a 10-unit residential condominium project (TM2015-5) on the interior lot that would become part of the larger project. The project proposes 10 attached condominium units on this 0.56-acre site. This project, combined with the previously approved project would result in 60 dwelling units on a total of 3.66 acres, resulting in an overall density of 16.4 dwelling units per acre. The project name has changed from “Santee 50” to “Mission Trails Collection” and this application is referred to as “Mission Trails Collection II.”

C. ANALYSIS

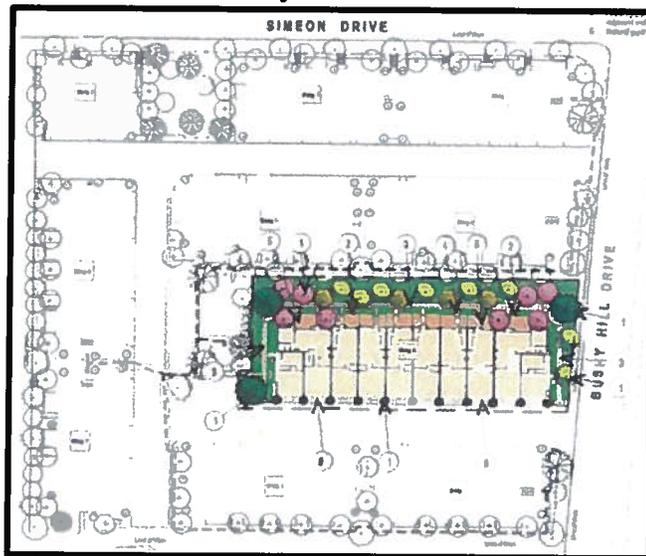
General Plan / Zoning

As a part of the most recent update to the Housing Element of the General Plan, the City Council changed the zoning and General Plan Designation of the three subject parcels from R-7 (7-14 units per acre) to R-14 (14-22 units per acre) in 2013. The project proposes a residential density of 17.8 units per acre, which is at the mid-density range of the R-14 land use designation and zoning. When this project is combined with the previously approved “Santee 50” development, the density is 16.4 dwelling units per acre. The proposed scale is comparable to the existing multiple-family development pattern of the surrounding area, which contains a mixture of one- and two-story multifamily units.

Site Plan

The project is located on a 0.56-acre, rectangular-shaped parcel with access to Bushy Hill Drive. The applicant proposes 10 attached condominium units in one building. These units would be oriented to take vehicle access from the southern, private street of the previously approved project, which connects to Bushy Hill Drive.

Figure 2:
Mission Trails
Collection II



Architecture

This proposed two-story; 10-plex building would have the same architectural detail as the previously approved "Santee 50" project. The building would include varied wall planes, tile roofs, stucco walls, decorative metal elements, and window treatments. The building would reach a maximum height of 31 feet-3 inches, which is close in height to the buildings in the previously approved project. Floor plans consist of two and three bedroom units ranging in size from 1,477 square feet to 1,814 square feet. Each unit would have a two-car garage which opens to the private street immediately to the south. The building would be equipped with a roof-mounted solar photo-voltaic system.

Sustainability Features

The applicant proposes installation of a photovoltaic system on the rooftop, and the project is similarly conditioned (Development Review Resolution, Section 3.C.7.a). In addition, the applicant has agreed to install similar systems on the previously approved 50-unit project. The project has also been conditioned to require a rain water harvesting system to capture rainwater from the roof and direct it to landscaping (Development Review Resolution, Section 3.C.7.b).

Parking

Each of the 10 units will have a two-car garage which meets the requirement of Section 17.24.040(A)(2)(b) of the Santee Municipal Code. Multiple-family projects require visitor parking at a rate of 1 space for every 4 dwelling units (Section 17.24.040(A)(2)(c) . The required visitor parking for the project is provided on-site and on the adjacent parcel. A total of 15 visitor parking spaces would be provided for the 60 dwelling units, which meets the standards of the Santee Municipal Code. The project is conditioned to include in the CC&Rs disclosure of the intended use of the garage and enforcement of this requirement.

Traffic and Circulation

Vehicle access to this project would be taken from Bushy Hill Drive via a shared driveway located on the adjacent parcel. The 10-unit project is estimated to generate 80 average daily trips (ADT). The project combined with the Santee 50 is expected to generate 480 ADT which falls below the San Diego Association of Governments (SANDAG) threshold for requiring a traffic study. The only Circulation Element Street in the vicinity of the project is Mission Gorge Road which currently operates and would operate with the project at Level of Service (LOS) A. Additionally, the project is located within ½ mile of a bus stop (MTS Route 834). The site is also located close to a Class II bicycle path on Mission Gorge Road and to trails through Mission Trails Regional Park.

D. ENVIRONMENTAL REVIEW

A Subsequent Mitigated Negative Declaration to analyze the proposed modification to the approved Santee 50 project and its Final MND that was adopted on January 28, 2015 is

recommended for this project. The Initial Study identified no adverse environmental impacts with implementation of mitigation measures related to cultural and archaeological monitoring and bird surveys. The Subsequent Mitigated Negative Declaration was available for public review and comment from December 4, 2015 through January 4, 2016. A full discussion of the environmental issues is found in the attached Initial Study for the project. The Subsequent Mitigated Negative Declaration of December 4, 2015 along with public comments and City responses to comments is attached.

E. ESTIMATED FEES

Development of the proposed project would require the payment of the following Development Impact Fees, totaling \$186,770:

1. Drainage	\$ 18,570.00
2. Traffic	\$ 21,380.00
3. Traffic Signal.....	\$ 2,210.00
4. Park-in-Lieu	\$ 66,710.00
5. Public Facilities	\$ 54,800.00
6. RTCIP	\$ 23,100.00

F. STAFF RECOMMENDATIONS

1. Conduct and close the public hearing.
2. Approve the Subsequent Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (AEIS2015-15) as complete and in compliance with the provisions of the California Environmental Quality Act (CEQA) per the attached Resolution.
3. Approve Tentative Map (TM2015-5) per the attached Resolution.
4. Approve Development Review Permit (DR2015-9) per the attached Resolution.



Vicinity Map: TM2015-5/DR2015-9
Mission Trails Collection

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING AND ADOPTING A SUBSEQUENT MITIGATED
NEGATIVE DECLARATION (AEIS2015-15) AND A MITIGATION
MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF A
10-UNIT CONDOMINIUM DEVELOPMENT AT 8758 BUSHY HILL DRIVE IN THE
MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE DESIGNATION AND
ZONE CLASSIFICATION**

**APPLICANT: CITY VENTURES L.P.
APN: 383-021-06-00**

(RELATED CASE FILES: TM2015-5; DR2015-9)

WHEREAS, on October 30, 2015, City Ventures L.P. ("Applicant") submitted a complete application for the construction of a 10-unit residential condominium complex on a 0.56-acre site at 8758 Bushy Hill Drive ("Project") in the Medium-High Density Residential (R-14) land use designation and zone classification. The Project would require the following approvals from the City: (1) a Tentative Map (TM2015-5), and (2) a Development Review Permit (DR2015-9); and

WHEREAS, the Project involves the construction of a 10-unit condominium complex and ancillary improvements on a 0.56-acre site; the 10 units are proposed in one, two-story building that contains living areas and garages for each unit; and at completion, the Project would become a part of an adjacent and previously approved development known as "Santee 50"; and

WHEREAS, under Public Resources Code section 21067, and section 15367 of the State CEQA Guidelines (tit. 14, Cal. Code Regs., § 15000 et seq.), the City was the lead agency for the previously approved Santee 50 development and is the lead agency for the Project; and

WHEREAS, the environmental issues related to the "Santee 50" development were fully disclosed and evaluated with a Mitigated Negative Declaration ("MND") (State Clearing House Number 2014121069) prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the MND for the Santee 50 project was adopted by the City Council of the City of Santee on January 28, 2015 under City Council Resolution 011-2015 and a Notice of Determination filed on January 30, 2015; and

WHEREAS, the City prepared an Initial Study to determine whether the Project's changes to "Santee 50" may cause a significant effect on the environment ; and

RESOLUTION NO. _____

WHEREAS, the Initial Study concluded that the Project could have potentially significant impacts but those impacts can be mitigated to a less than significant level through mitigation measures; and

WHEREAS, based on the information contained in the Initial Study, the City determined that a Subsequent Mitigated Negative Declaration (“MND”) should be prepared for the Project, and a Subsequent MND, State Clearinghouse Number 2014121069, was prepared in accordance with CEQA and the State CEQA Guidelines; and

WHEREAS, as required by State CEQA Guidelines section 15072(d), on December 4, 2015 , the Notice of Intent to Adopt the Subsequent MND was posted by the Clerk for the County of San Diego and published in the San Diego Union Tribune; and

WHEREAS, during the public comment period, copies of the Draft Initial Study/ Subsequent MND and technical appendices (collectively, “Subsequent MND”) were available for review and inspection at City Hall, on the City’s website, and at the Santee Branch of the San Diego County Library system at 9225 Carlton Hills Boulevard, #17; and

WHEREAS, under State CEQA Guidelines section 15073, the Draft Subsequent MND was circulated for a 30-day public review period from December 4, 2015 through January 4, 2016; and

WHEREAS, the Notice of Intent to Adopt the Draft Subsequent MND was also submitted to the State Clearinghouse for state agency review and, as required by State CEQA Guidelines section 15073(b), the state agency review period began on December 7, 2015 and closed on January 7, 2016; and

WHEREAS, the City received, considered and responded to all comments on the Draft Subsequent MND, which was revised as necessary to address the comments; and; and

WHEREAS, the Final Subsequent MND consists of the Draft Subsequent MND, comments on the Draft Subsequent MND, and responses to comments on the Draft Subsequent MND in Attachment A; and

WHEREAS, the proposed Mitigation Monitoring and Reporting Program is attached hereto as Exhibit “A”; and

WHEREAS, the City solicited Tribal input on the project on November 25, 2015; and

WHEREAS, the City has received no Tribal requests for consultation in accordance with AB-52; and

RESOLUTION NO. _____

WHEREAS, the City Council conducted a duly-noticed public hearing on January 27, 2016, to review the Project, the Final Subsequent MND, and all other relevant information contained in the administrative record for the Project; and

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

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

WHEREAS, the Final Subsequent MND prepared in connection with the Project sufficiently analyzes the feasible mitigation measures necessary to avoid or substantially lessen the Project's potentially significant environmental impacts; and

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

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the Final Subsequent MND, and Mitigation Monitoring and Reporting Program; and

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

WHEREAS, no comments submitted during the public review period, or made at the public hearing conducted by the City Council, and no additional information submitted to the City has produced substantial new information requiring recirculation of the Subsequent MND or additional environmental review of the Project under State CEQA Guidelines section 15073.5. No revisions made to the Draft Subsequent MND in response to comments constitute substantial revisions as defined in State CEQA Guidelines section 15073.5 and therefore recirculation of the Subsequent MND is not required; and

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

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

SECTION 1. RECITALS. The City Council hereby finds that the foregoing recitals are

RESOLUTION NO. _____

true and correct and are incorporated herein as substantive findings of this Resolution.

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

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

No new significant environmental effects have been identified in the Final Subsequent MND and any changes to the Final Subsequent MND do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5. All of the mitigation measures contained in the Mitigation Monitoring and Reporting Program have been made conditions of project approval.

SECTION 4. WILDLIFE RESOURCES. Pursuant to Fish and Game Code section 711.4(c), all project applicants and public agencies subject to the California Environmental Quality Act shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Wildlife. This fee is due and payable as a condition precedent to the County Clerk's filing of a Notice of Determination. The City of Santee hereby notifies the applicant that in order to comply with State Law, the applicant shall remit to the City of Santee Department of Development Services, within two (2) working days of the effective date (as defined in Section 9 below) of this approval, a certified check payable to the "County Clerk, County of San Diego" in the amount of \$2,260.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

RESOLUTION NO. _____

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

SECTION 6. ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM. The Mitigation Monitoring and Reporting Program prepared for the Project, attached hereto as Exhibit "A", is hereby approved and adopted.

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

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

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

ADOPTED by the City Council of Santee, California, at a Regular Meeting held this 27th day of January 2016, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibit A - MMRP

EXHIBIT "A"

**MITIGATION MONITORING AND REPORTING PROGRAM
FOR
TENTATIVE MAP TM 2015-5 AND DEVELOPMENT REVIEW PERMIT DR 2015-9**

Section 21081.6 of the Public Resources Code requires that public agencies "adopt a reporting or monitoring program for the changes which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designated to ensure compliance with during project implementation." This mitigation monitoring and reporting program has been prepared in conformance with Section 21081.6 of the Public Resources Code.

Non-compliance with any of these conditions, as identified by City staff or a designated monitor, shall result in the issuance of a Cease and Desist Order for all construction activities. The order shall remain in effect until compliance is assured. Non-compliance situations that may occur subsequent to project construction will be addressed on a case-by-case basis and may be subject to penalties according to the City of Santee Municipal Code. When phasing of development has been established, it may be necessary for this Monitoring Program to be amended, with City approval.

1. BIOLOGY

A. Impact:

A qualified biologist conducted a visual survey of the project site as part of the visual survey conducted for the approved project parcels to characterize existing site conditions with respect to biological resources. No sensitive natural communities, sensitive plant or animal species, potential jurisdictional waters and wetlands, or other sensitive biological resources were observed.

In addition, the City's General Plan Conservation Element (Figure 6-3) designates the project site as "Urban/Developed". However, given the existence of on-site trees, the potential exists for nesting raptors to occur on site. Migratory birds are protected under the Migratory Bird Treaty Act (MBTA). These species use trees to nest and lay eggs; therefore, the removal of trees during the raptor breeding season (February 1 through September 15) has the potential to adversely impact nesting migratory birds. Implementation of Mitigation Measure Biological Resources 1 (BIO-1) would reduce impacts to below a level of significance.

B. Mitigation:

Biological Resources 1 (BIO-1)

If project construction activities cannot feasibly avoid the typical bird breeding season (February 1 through September 15), pre-construction surveys shall be conducted by a qualified biologist no more than seven days prior to the commencement of construction. If no breeding/nesting birds are observed,

RESOLUTION NO. _____

construction activities may begin. If an active nest is found, construction activities shall remain a minimum of 500 feet from the active nest until a qualified biologist determines that the nest is no longer active.

C. Monitoring: Responsibility: Applicant

Inspection: City of Santee Department of
Development Services – Planning
Division

Financial: Applicant

2. CULTURAL RESOURCES – ARCHAEOLOGY:

A. Impact:

Due to the development and the disturbed nature of the project site, the potential for undiscovered archaeological resources is low. In addition, the Conservation Element of the General Plan does not identify the project site as having moderate potential for archaeological sites. However, the potential to encounter unknown subsurface archaeological resources still exists given the project site's proximity to the San Diego River corridor. Therefore, impacts to unknown subsurface archaeological resources could occur. With the implementation of Mitigation Measure Cultural Resources 1 (CUL-1), impacts to archaeological resources would be reduced to below a level of significance.

B. Mitigation:

Cultural Resources 1 (CUL-1)

Prior to commencement of grading activities, the project applicant or construction contractor shall implement an archaeological monitoring and recovery program consisting of the following:

1. The project applicant or construction contractor shall retain the services of a qualified archaeologist and a Kumeyaay Cultural Monitor prior to commencement of grading/ excavation to implement an archaeological monitoring and recovery program as a condition of the project construction contract. A letter shall be submitted to the City at least fifteen days prior to the pre-construction meeting and shall include the names of persons involved in the archaeological monitoring of the project.
2. At the pre-construction meeting, the archaeologist and Kumeyaay Cultural Monitor will be provided a copy of the site/grading plan that identifies the southern portion of the site to be monitored. The archaeologist shall submit a schedule indicating when monitoring is to occur. The archaeologist shall notify the City at the start and end of monitoring. The archaeologist and Kumeyaay Cultural Monitor shall be prepared to introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

RESOLUTION NO. _____

- 3. The qualified archaeologist and and Kumeyaay Cultural Monitor shall be present half-time during grading/excavation at the beginning of project grading and/or excavation and monitoring will be increased or decreased depending on initial results (per direction from the project archaeologist). All visits shall be documented on a monthly basis to the City.

- 4. In the event of discovery, the archaeologist will have the authority to temporarily halt or redirect construction activities in the area of discovery to allow for preliminary evaluation of potentially significant archaeological resources. The significance of the discovery shall be determined by the archaeologist in consultation with the City and the Native American Community, if applicable. For significant resources, a recovery program shall be prepared and carried out to mitigate impacts before ground disturbing activities in the area of discovery are resumed. All collected artifacts shall be deposited at an institution with permanent curatorial facilities with accompanying catalog to current repository standards.

- 5. A report summarizing the results, analysis and conclusions of the monitoring program shall be submitted to the City of Santee within three months following termination of monitoring activities.

C. Monitoring:	Responsibility:	Applicant
	Inspection:	City of Santee Department of Development Services –Planning and Engineering Divisions
	Financial:	Applicant

3. CULTURAL RESOURCES – PALEONTOLOGY:

A. Impact:

The project site is not identified as having a known paleontological or significant geologic feature on site. In addition, the site has been subject to previous grading and development; however, the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature still exists given the required extent of grading. With the implementation of Mitigation Measure Cultural Resources 2 (CUL-2), impacts to paleontological resources would be reduced to below a level of significance.

B. Mitigation:

Cultural Resources 2 (CUL-2)

Prior to commencement of grading activities, the project applicant or project contractor shall implement a paleontological monitoring and recovery program consisting of the following:

RESOLUTION NO. _____

1. The project applicant or construction contractor shall be required to retain the services of a qualified paleontologist to implement a paleontological monitoring and recovery program as a condition of the project construction contract. A qualified paleontologist is defined as an individual with an M.S. or Ph.D. degree in paleontology or geology, and who is a recognized expert in the identification of fossil materials and the application of paleontological recovery procedures and techniques.
2. The qualified paleontologist will attend the project pre-construction meeting to discuss the grading plan with the grading and excavation contractors(s). If the qualified paleontologist determines that excavation activities will likely cut into previously undisturbed portions of Quaternary terrace deposits, then monitoring will be conducted as described below.
3. The paleontologist or a paleontological monitor will be on site during original cutting of previously undisturbed portions of the above noted geologic units. A paleontological monitor is defined as an individual who has experience in the collection and salvage of fossil materials and who is working under the direction of a qualified paleontologist. Monitoring will be at least half-time at the beginning of project excavation, and will be increased or decreased depending on initial results (per direction from the project paleontologist).
4. In the event that well-preserved fossils are discovered, the project paleontologist will have the authority to temporarily halt or redirect construction activities in the area of discovery to allow recovery in a timely manner (generally on the order of one hour to two days). All collected fossil remains will be cleaned, sorted, catalogued, and deposited in an appropriate scientific institution such as the San Diego Museum of Natural History.
5. A report (with a map showing site locations) summarizing the results, analysis and conclusions of the above described monitoring program will be submitted to the City of Santee within three months following termination of monitoring activities.

C. Monitoring:	Responsibility:	Applicant
	Inspection:	City of Santee Department of Development Services – Planning Division
	Financial:	Applicant

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING TENTATIVE MAP (TM2015-5) FOR 10 RESIDENTIAL CONDOMINIUM
UNITS LOCATED AT 8758 BUSHY HILL DRIVE, IN THE MEDIUM-HIGH DENSITY
RESIDENTIAL (R-14) LAND USE DESIGNATION AND ZONE**

**(APPLICANT: CITY VENTURES L.P.)
APN: 383-021-06-00**

RELATED CASE FILES: DR2015-9 AND AEIS2015-21

WHEREAS, on January 28, 2015 the Santee City Council adopted a Mitigated Negative Declaration and approved a 50-unit residential condominium project on three parcels totaling 3.1 acres near the southwest corner of the Simeon Drive and Bushy Hill Drive; and

WHEREAS, on October 30, 2015 City Ventures L.P. submitted a complete application for a Tentative Map TM2015-5 and a Development Review Permit DR2015-9 for a 10-unit residential condominium project on a 0.56-acre site addressed as 8758 Bushy Hill Drive on property legally described in Exhibit A, attached hereto ("Project"); and

WHEREAS, this 10-unit residential condominium project will become part of the larger 50-unit project resulting in a total of 60 residential units on a combined 3.66-acre development site; and

WHEREAS, on December 22, 2015 the Federal Aviation Administration (FAA) determined that the project as designed presented no hazard to air navigation; and

WHEREAS, the Director of Development Services scheduled Tentative Map 2015-5 and Development Review Permit DR2015-9 for public hearing on January 27, 2016; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study (AEIS2015-15) was conducted for the project (which includes Tentative Map (TM2015-5) and Development Review Permit (DR2015-9), that determined that all environmental impacts of the project would be less than significant with mitigation and a Subsequent Mitigated Negative Declaration (State Clearing House Number 2014121069) was prepared and advertised for public review from December 4, 2015 to January 4, 2016; and

WHEREAS, on January 27, 2016 the City Council held a duly advertised public hearing on Tentative Map TM2015-5 and Development Review Permit DR2015-9; and

WHEREAS, the City Council considered the Staff Report, the Initial Study/Subsequent Mitigated Negative Declaration, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the Project.

RESOLUTION NO.

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: CEQA Compliance. On January 27, 2016, the City Council approved and adopted Subsequent Mitigated Negative Declaration (State Clearing House Number 2014121069) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Tract Map contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution.

SECTION 2: The findings in accordance with the State Subdivision Map Act (Government Code Section 66410 et. seq.) are made as follows:

- A. The Tentative Map as conditioned is consistent with all Elements of the Santee General Plan because the site is planned and zoned R-14, Medium-High Density Residential. This designation allows a residential density of 14-22 dwelling units per acre. The project proposes 17.9 units per acre, which falls within this density range. Additionally, the project when combined with the previously approved development, would result in a density of 16.4 units per acre, which also conforms to the density range specified in the General Plan.
- B. The design and improvements of the proposed development are consistent with all Elements of the Santee General Plan as well as City Ordinances because all necessary services and facilities are, or will be, available to serve this subdivision.
 - 1. On-site drainage improvements will be provided as well as drainage fees paid for any increase in surface water run-off; and
 - 2. The project will be served by internal private roads developed to City standards; and
 - 3. Traffic Impact and Traffic Signal fees totaling \$23,590, as required; and
 - 4. An in-lieu cash deposit of \$66,710 toward the future construction of parks shall be provided to mitigate the impact on City parks.
 - 5. Public Facilities Fees of \$54,800 for improvements to public facilities.
 - 6. Regional Transportation Congestion Improvement Program (RTCIP) of \$23,100 to help with regional congestion reduction programs.
- C. The site is physically suitable for density and type of development because the use is compatible with the adjacent multiple-family residential development, access is provided to the site and utilities are available to serve the development.
- D. The discharge of sewage waste from the subdivision into the Padre Dam

RESOLUTION NO.

Municipal Water District sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board specified by the Health and Safety Code Section 5411.

- E. The design of the subdivision or the type of improvements will not cause serious public health problems since the project will be connected to a public sewer system.
- F. Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because no habitat or endangered wildlife species currently exist on the site, and potential effects on cultural resources and nesting birds will be monitored during construction.
- G. The design of the subdivision or the type of improvements do not conflict with easements acquired by the public at large, for access through, or use of property with the proposed subdivision as defined under Government Code Section 66474.
- H. The design of the subdivision has provided, to the extent feasible, for future passive or natural heating or cooling opportunities as defined under Section 66473.1 of the State Subdivision Map Act.
- I. The effects of the subdivision on the housing need for the San Diego region have been considered and balanced against the public service needs of the City of Santee residents and available fiscal and environmental resources. Ten additional residences will be added to the City's housing stock.

SECTION 3: Tentative Map TM2015-5 dated September 25, 2015 consisting of a one-lot subdivision of approximately 0.56 gross acres into 10 residential condominiums located at 8758 Bushy Hill Drive:

- A. The applicant shall obtain approval of Development Review Permit DR2015-9.
- B. The applicant shall be responsible for complying with all the provisions of the Mitigation Monitoring and Reporting Program adopted by the City Council on January 27, 2016 and attached to Resolution No. __ as Exhibit "C". Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.1.
- C. Prior to Final map, unless other timing is indicated, the subdivider shall complete the following or have plans submitted and approved, agreements executed and securities posted:
 - 1. Following project approval the applicant shall schedule with the City Project Planner a post approval meeting to discuss the project conditions of approval, timing of design and construction and implementation of the project conditions. The meeting shall be scheduled within thirty days of project

RESOLUTION NO.

approval and prior to any plan submittals. The applicant should include their project design team including project architect, their design engineer and their landscape architect.

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

Please include the following with the first submittal:

- a. Two sets of prints bound and stapled.

RESOLUTION NO.

- b. Two copies of a current preliminary title report (dated within six months of submittal date).
- c. Two copies of all documents listed in the preliminary title report.
- d. Two copies of all reference maps used to prepare the final map.
- e. Two copies of closure calculations for the map.
- f. One copy of the Resolution of Approval approving the project.
- g. Map check fees in the amount of \$3,000.00.

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

- a. Previous submittal check prints.
 - b. Two sets of prints bound and stapled.
 - c. Two copies of the map in Autocad format on separate disk, CD or DVD for incorporation into the City GIS data base.
 - d. Mylars of the map with all required signatures and notaries obtained including Padre Dam Municipal Water District if they are to sign the map.
 - e. Copies of certified return receipts for all signature omission letters.
 - f. Subdivision Map Guarantee.
7. Starting with the first plan check submittal, all plan sets including the Final Map, shall be submitted concurrently to Padre Dam Municipal Water District for review and approval. The City does not coordinate the review process with Padre Dam, this is the responsibility of the design engineer and the landscape architect. Failure to properly coordinate this review may result in delay of issuance of permits required for construction. It is incumbent upon the applicant to oversee the plan submittals of their design consultants.
8. **Street Improvement Plans** shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit for any given phase. Improvements will be phased to coincide with the specific development for any given phase. Phase specific conditions shall be specified at the time of approval for a given development phase.

D. 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:

1. Repair or replace failed or inadequate pavement to the centerline of the street and/or failed sidewalks on Bushy Hill Drive to the satisfaction of the Director of Development Services.
2. Remove and replace the 2 existing non-utilized driveways along Bushy Hill Drive with new curb, gutter and sidewalk all to the satisfaction of the Director of Development Services.
3. Street improvement plans shall be one hundred percent (**100%**) complete at

RESOLUTION NO.

the time of plan submittal, be prepared in accordance with City guidelines and the requirements set forth herein, and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. At the time of plan check submittal the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the improvement plan submittal package:

- a. Six sets of plans bound and stapled.
- b. Plan check fees.
- c. Preliminary cost estimate for the improvements.
- d. One copy of the resolution of Approval approving the project.
- e. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule.

E. Prior to the start of grading operations:

1. If project construction activities cannot feasibly avoid the typical bird breeding season (February 1 through September 15), pre-construction surveys shall be conducted by a qualified biologist no more than seven days prior to the commencement of construction. If no breeding/nesting birds are observed, construction activities may begin. If an active nest is found, construction activities shall remain a minimum of 500 feet from the active nest until a qualified biologist determines that the nest is no longer active. The applicant shall provide a copy of this pre-construction survey to the City prior to issuance of a grading permit. (BIO-1)
2. The applicant shall hire a qualified archaeologist and Kumeyaay Cultural monitor, subject to City of Santee approval, who shall be present half-time during grading/excavation at the beginning of project grading and/or excavation and monitoring will be increased or decreased depending on initial results (at archaeologists direction).
3. **Rough Grading Plans** may be submitted to the Department of Development Services Engineering Division and accepted prior to map recordation. The following conditions shall apply to acceptance of the Grading Plans and issuance of a Grading Permit:
 - a. Project landscape and irrigation plans for all slope planting on all slopes over three feet in height shall be included in the grading plan set and shall be prepared at the same scale as the grading plans 1" = 20'. Design shall include a temporary high line for irrigation to permit slope planting to occur immediately following grading until such time as individual meters are installed to permit connection of the irrigation to the homeowner's meter.
 - b. Project improvement plans shall be completed to the satisfaction of the Director of Development Services and ready for approval prior to

RESOLUTION NO.

issuance of a grading permit. Plans shall be prepared at a scale of 1" = 20'.

- c. Project plot plans shall be completed and approved prior to issuance of any building permits or the start of the construction of street improvements.
- d. Obtain a grading permit and complete rough grading in accordance with City standards prior to the issuance of any building permits.
- e. All recommended measures identified in the approved geotechnical and soil investigation shall be incorporated into the project design and construction.
- f. The grading plans shall be prepared at a scale of 1" = 20'. Plans shall include a note that required immediate planting of all slopes within sixty days following installation of water mains to serve the project. Slope planting shall be fully established prior to occupancy of any unit.
- g. Excess soil generated from grading operations shall be hauled to a legal dumping site as approved by the Director of Development Services..
- h. Grading plans shall be one hundred percent complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. At the time of plan submittal, the applicant shall schedule an appointment with their designated City project engineer and the applicant's design engineer to review the plan submittal for completeness. The following shall be included as part of the grading plan submittal package:
 - 1) Six sets of plans bound and stapled (grading and landscape).
 - 2) Plan check fees.
 - 3) A completed grading permit application.
 - 4) A cost estimate for the cost of construction.
 - 5) Three copies of the Drainage Analysis specified here within.
 - 6) Three copies of the Geotechnical Study specified here within.

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

4. **Precise Grading Plans** shall be submitted to the Department of Development Services Engineering Division and be completed and accepted prior to issuance of a building permit.
 - a. Horizontal and vertical control for all plans shall be obtained from ROS 11252 and shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the City project engineer

RESOLUTION NO.

- b. Project landscape and irrigation plans shall be excluded from the grading plan set but must be submitted by the second grading plan check.
- c. All recommended measures identified in the approved geotechnical study shall be incorporated into the project design and construction.
- d. Grading plans shall include preliminary recommendations for all pavement design sections within the project limits. The pavement structural section shall be designed based on the "R" value method using a minimum traffic index of 5.0 on site. 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, 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 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) Three copies of the Geotechnical Study specified here within.
 - 7) Two copies of the Storm Water Management Plan specified here within.
 - 8) Two copies of the Storm Water Pollution Prevention Plan 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.
 - 12) Plan check and inspection fees shall be paid in accordance with the City Fee Schedule prior to issuance of the permit.

RESOLUTION NO.

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

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

6. 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.
7. 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.
8. A grading permit to allow early subdivision grading in accordance with Section 15.58.170 of the Grading Ordinance may be obtained following approval of the tentative map.

RESOLUTION NO.

9. Provide three copies of a preliminary drainage study prepared by a registered Civil Engineer, with demonstrated expertise in drainage analysis and experience in fluvial geomorphology and water resources management. Storm drainage shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality.
 - a. The drainage study shall identify and calculate storm water runoff quantities expected from the site and upstream of the site and verify the adequacy of all on-site or off-site facilities necessary to discharge this runoff. The drainage system design shall be capable of collecting and conveying all surface water originating within the site, and surface water that may flow onto the site from upstream lands, and shall be in accordance with the latest adopted Master Drainage Plan, the requirements of the City of Santee Public Works Standards, including analysis of the 10-year and 100-year frequency storms, and be based on full development of upstream areas.
 - b. The drainage study shall compute rainfall runoff characteristics from the project area including, at a minimum, peak flow rate, flow velocity, runoff volume, time of concentration, and retention volume. These characteristics shall be developed for the 2-year, 10-year and 100-year frequency six-hour storm during critical hydrologic conditions for soil and vegetative cover. Storm events shall be developed using isopluvial maps and in accordance with the San Diego County Hydrology Manual.
10. Provide three 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) adopted January 12, 2011, or the BMP Design Manual, whichever is in effect on the day of grading permit issuance. All SUSMP requirements developed in the approved SWMP shall be incorporated into the project design. The SWMP shall include the following:
 - a. Develop and implement appropriate Best Management Practices (BMPs) to ensure to the maximum extent practicable (MEP) that the project does not increase pollutant loads from the site. A combination of respective storm water BMPs, including Site Design, Source Control, and Structural Treatment Control shall be implemented in accordance with the approved SWMP.
 - b. The project design shall incorporate Low Impact Development (LID) and site design BMPs to minimize directly connected impervious areas and to promote infiltration using LID techniques as outlined in the County of San Diego's LID handbook. Parking areas shall be designed to drain to landscape areas. Private roads shall be designed to drain to vegetated swales or landscaped areas
 - c. Provide a copy of an Operation & Maintenance (O&M) plan in accordance

RESOLUTION NO.

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.

11. Provide three copies of geotechnical study prepared in accordance with the requirements of the Santee General Plan. All recommended measures identified in the approved study shall be incorporated into the project design. Copies of the Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan which details, in Table A-1, study criteria necessary to conform to the General Plan requirements, can be purchased from the Department of Development Services Engineering Division.
 - a. The geotechnical report shall analyze any proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) for any potential adverse geotechnical concerns. Geotechnical conditions such as: slope stability, expansive soils, compressible soils, seepage, groundwater depth, and loss of foundation or pavement subgrade strength should be addressed, and mitigation measures provided.
12. Applicant shall execute and record a private road maintenance and access agreement with the future subdivision, TM2014-1 to the satisfaction of the City Attorney. The applicant shall place a deposit with the Department of Development Services in an amount satisfactory to the Director of Development Services to cover the cost of the review. The Agreement shall include provisions addressing the following:
 - a. A grant of perpetual, nonexclusive reciprocal easement appurtenant from and to each of the parcels in the subdivision and parcel 383-021-06, under and through the private road easement area for the benefit of the owner(s) of each parcel, their families, guests, tenants and invitees, for the purpose of vehicular and pedestrian access, the installation and maintenance of utilities serving the parcels, and the installation and maintenance of improvements including pavement, drainage improvements, street lighting, utility meters, and similar street improvements.
 - b. A legal description of the private road easement area to be maintained.
 - c. A list of addresses or parcel numbers of properties in the subdivision against which the maintenance agreement will be recorded.
 - d. A statement that the maintenance agreement constitutes a covenant running with each parcel in the subdivision and is effective for so long as the easement exists.
 - e. A statement of the portion or percentage of maintenance costs to be borne by the owner(s) of each parcel.
 - f. A mechanism for the determination of the total amount of maintenance costs payable pursuant to the agreement (e.g., a voting system or association system) and payment of each party's costs.

RESOLUTION NO.

- g. A statement of costs to be borne separately by each property owner (e.g., landscaping costs for the portion of the private road easement lying within their own property; cost of installation, maintenance or extension of utilities benefiting their own property).
 - h. Maintenance standards for the road itself as well as for street lights, drainage improvements, trees/landscaping and other improvements to be installed.
 - i. A statement that the parties will share liability (in the same portion as payment of costs) for injuries to third parties arising out of maintenance or repair work undertaken pursuant to the agreement.
 - j. A statement that each party shall indemnify and hold every other party harmless from liability for personal injury or damage to property including the easement area which results from the actions of that party in connection with any use, maintenance, or repair work within the easement area.
 - k. An enforcement mechanism for payment of maintenance costs, such as authority to record a lien against any of the properties subject to the maintenance agreement.
13. Applicant shall place all new utilities required to serve the project underground. No overhead facilities or extension of overhead facilities is permitted.
- In addition, the applicant shall underground any existing overhead facilities on-site and underground any overhead facilities adjacent to the project to the satisfaction of the Director of Development Services. Adjacent facilities are defined as existing overhead facilities in the abutting half street and may include extension of the undergrounding to either side of the project to the nearest existing utility pole.
14. Provide certification to the Director of Development Services that sewer and water can be provided to the site and that financial arrangements have been made to provide said services. If private sewer or water mains are allowed to serve the project, then a building permit for these facilities will be required and they shall be maintained by a homeowner's association. shall maintain them. In the event of private water and sewer systems are
15. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee.
16. The applicant shall provide a minimum 26' wide, clear area (no parking), all-weather, paved (or other approved surface) emergency access roadway for the site prior to the delivery of combustible construction materials. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of combustible materials. An emergency access plan for the site shall be submitted for approval prior to construction.

RESOLUTION NO.

SECTION 4: The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees, and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning this Tentative Map, or any action relating to or arising out of its approval.

SECTION 5: The terms and conditions of the Tentative Map TM2015-6 approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Tentative Map and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 6: The approval of the Tentative Map TM2015-5 expires on January 27, 2019 at 5:00 p.m. The Final Map or Maps conforming to this conditionally approved Tentative Map shall be filed with the City Council in time so that City Council may approve the Final Map or Maps before this approval expires unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 7: Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on January 27, 2016.

SECTION 8: The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County, Clerk, County of San Diego" in the amount of \$2,260.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

RESOLUTION NO.

SECTION 9: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of January 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachments: Exhibit A

RESOLUTION NO.

EXHIBIT "A"

Legal Description

PORTION OF LOT 4 IN BLOCK 'H' OF FANITA RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891, DESCRIBED AS FOLLOWS:

BEGIINING AT THE NORTHEAST CONER OF SAID LOT 4: THENCE SOUTH 15⁰0'00" WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING, SAME BEING THE SOUTHEAST CORNER OF THAT PORTION OF SAID LOT 4 CONVEYED TO NICHOLAS FERRARI AND WIFE, BY A DEED RECORDED AUGSUST 24, 1954 IN BOOK 5340, PAGE 359 OF THE OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF FERRARI'S LAND TO THE SOUTHWEST CORNER THEREOF, SAME BEING A POINT IN THE EASTERLY LINE OF THAT PORTION OF SAID LOT 4 CONVEYED TO PURCELL WEBB AND WIFE, BY DEED RECORDED OCTOBER 11, 1954, IN BOOK 5392, PAGE 57 OF OFFICIAL RECORDS, THENCE SOUTH 15⁰0'00" WEST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4 AND ALONG THE EASTERLY LINE OF SAID WEBB'S LAND, A DISTANCE OF 96.78 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THAT PORTION OF SAID LOT 4 CONVEYED TO CHARLIE P. SCOTT AND WIFE, BY DEED RECORDED NOVEMBER 8, 1954 IN BOOK 5421 PAGE 512 OF OFFICIAL RECORDS; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SCOTT'S LAND TO THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING,

APN: 383-021-06-00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING DEVELOPMENT REVIEW PERMIT (DR2015-9) FOR 10 RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 8758 BUSHY HILL DRIVE, IN THE MEDIUM-HIGH DENSITY RESIDENTIAL (R-14) LAND USE DESIGNATION AND ZONE

**(APPLICANT: CITY VENTURES L.P.)
APN: 383-021-06-00**

RELATED CASE FILES: TM2015-5 AND AEIS2015-21

WHEREAS, on January 28, 2015 the Santee City Council adopted a Mitigated Negative Declaration and approved a 50-unit residential condominium project on three parcels near the southwest corner of the Simeon Drive and Bushy Hill Drive; and

WHEREAS, on October 30, 2015 City Ventures L.P. submitted a complete application for a Tentative Map TM2015-5 and a Development Review Permit DR2015-9 for a 10-unit residential condominium unit on a 0.56-acre site addressed as 8758 Bushy Hill Drive on property legally described in Exhibit A, attached hereto ("Project"); and

WHEREAS, this 10-unit residential condominium project was proposed by the developer to become part of the larger 50-unit project resulting in a total of 60 residential units on a 3.66-acre development site; and

WHEREAS, on December 22, 2015 the Federal Aviation Administration (FAA) determined that the project, as designed, presented no hazard to air navigation; and

WHEREAS, the Director of Development Services scheduled Tentative Map 2015-5 and Development Review Permit DR2015-9 for public hearing on January 27, 2016; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study (AEIS2015-15) was conducted for the project (which includes Tentative Map (TM2015-5) and Development Review permit (DR2015-9), that determined that all environmental impacts of the project would be less than significant with mitigation and a Subsequent Mitigated Negative Declaration (State Clearing House Number 2014121069) was prepared and advertised for public review from December 4, 2015 to January 4, 2016; and

WHEREAS, on January 27, 2016 the City Council held a duly advertised public hearing on Tentative Map TM2015-5 and Development Review Permit DR2015-9; and

WHEREAS, the City Council considered the Staff Report, the Initial Study/Subsequent Mitigated Negative Declaration, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the Project.

RESOLUTION NO. _____

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: CEQA Compliance. On January 27, 2016, the City Council approved and adopted Subsequent Mitigated Negative Declaration (State Clearing House Number 2014121069) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed project, including the Tract Map contemplated in this Resolution. No further environmental review is required for the City to adopt this Resolution.

SECTION 2: The findings in accordance with Chapter 17.10 “Residential Districts” of the Santee Municipal Code for a Development Review Permit (Section 17.08.080) and a Variance (17.06.040(E)) are made as follows:

- A. That the proposed project as conditioned meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the site is zoned R-14 Medium-High Density Residential. The project proposes 17.9 units per acre (du/acre) which is within the allowed density range of 14 to 22 dwelling units per acre. When combined with the previously approved “Santee 50” project, the density is 16.4 units per acre also within the prescribed density range. The proposed development is compatible with existing multiple family residential development in the area which range from 10 du/ac to 14 du/ac, and is compatible with the Development Review criteria contained in section 17.08.070 of the Municipal Code. As conditioned, the project complies with lot size and dimensions, parking, lot coverage, landscaping, and recreational amenities of the Development Code. The project design is consistent with the requirements of the Fire Code, and all proposed private improvements will meet the public works standards of the City.

- B. That the proposed development conforms to the Santee General Plan. The project provides a variety of housing types and increased density along major road corridors (Land Use Element Objective 2.0 and Policy 2.2). The project is consistent with the Objective 5.0 of the Housing Element which encourages a wide range of housing by location, type of unit, and price. The project also supports Housing Element Policy 5.6 which encourages the consolidation of smaller parcels into larger, well-planned developments. The site was specifically identified in the 2013 Housing Element Update (Appendix C, Page C-3) as a potential site for additional housing capacity to support regional housing needs. It also is consistent with the Conservation Element which promotes a compact development to preserve open space (Objective 11.0 and Policy 11.5).

SECTION 3: The Development Review Permit DR2015-09 consisting of a 10 residential condominium units located at 8758 Bushy Hill Drive is hereby approved subject to the following conditions:

RESOLUTION NO. _____

- A. The applicant shall obtain approval of Tentative Map TM2015-5.
- B. The applicant shall be responsible for complying with all the provisions of the Mitigation Monitoring and Reporting Program adopted by the City Council on January 27, 2015 and attached to Resolution No. ___ as Exhibit "C". Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program is hereby expressly made a condition of project approval in accordance with State CEQA Guidelines, section 15074.1.
- C. Prior to Building Permit Issuance:
 - 1. The submitted plans shall be in substantial conformance with the approvals and conditions of approval for Tentative Map 2015-5 and Development Review Permit DR2015-9.
 - 2. The plans and the project shall comply with all applicable sections of the Santee Municipal Code, Land Development Manual, and Public Works Standards of the City of Santee.
 - 3. The applicant shall pay appropriate fees to the Santee Elementary School District and the Grossmont Union High School District.
 - 4. The applicant shall submit for approval of the Director of Development Services all materials, notices, wordings, etc. for the purposes of public disclosure to homeowners of any and all present or anticipated future assessment districts.
 - 5. Applicant shall complete a Debris Management Plan form and submit a waste diversion security deposit prior to receiving any building permit or demolition permit, unless specifically exempt pursuant to the City's Municipal Code.
 - 6. Submit a landscape plan that meets the requirements of the City' Water Efficient Landscape Ordinance (Chapter 17.36 of the Santee Municipal Code).
 - 7. The building plans shall include the following information to the satisfaction of the Director of Development Services:
 - a. The project shall include a roof-mounted solar photo-voltaic system to the maximum feasible extent given existing roof space.
 - b. The applicant shall install a rain harvesting system to collect and reuse rainwater for landscape irrigation.
 - c. Provide a colors and material board subject to approval of the Director of Development Services.
 - d. Provide plans, colors, and materials for each dwelling. Plans and elevations shall substantially conform to those submitted for approval by the City Council. The applicant shall obtain approval of the plot plan,

RESOLUTION NO. _____

elevations (all sides), and colors / materials from the Director of Development Services prior to issuance of a Building Permit.

- e. The building plans shall include details of all light fixtures with a design to reflect light downward, away from any road or street, and away from adjoining premises, and otherwise conforming to the requirements of Title 17 of the Municipal Code.
8. Should a model home complex be desired, the applicant shall submit for and obtain approval of a Temporary Use Permit and comply with the requirements of Subsection 17.06.070 E.2 of the Santee Zoning Ordinance. The Temporary Use Permit must be obtained prior to the issuance of a Building Permit for the model home(s).
9. The CC&R's for previously approved Santee 50 project shall be modified to include the subject parcel (APN: 383-021-06-00) to allow shared vehicle and pedestrian access, shared common parking area, and full use of the Santee 50 project's recreational amenities. A copy of the revised CC&Rs shall be submitted to Department of Development Services for approval by the City Attorney and the Director of Development Services and recorded prior to occupancy of any unit to ensure consistency with City codes and applicable project permits and approved plans. A recorded copy shall be provided to Department of Development Services prior to the occupancy of first residential unit. The provisions of the CC&R's shall include the following:
 - a. The permittee and all persons, firms or corporations, owning the property subject to this subdivision map, their heirs, administrators, executors, successors, and assigns shall operate, maintain and repair the landscape areas and onsite drainage improvements as shown on the Final Map, site plan, and landscape plan in accordance with the approved CC&Rs primarily for the benefit of the residents of the subject development and shall continue to operate, maintain and repair said areas until such time as the operation and maintenance of said areas is assured by some public agency, district, corporation or legal entity approved by the City Council.
 - b. The CC&Rs shall include a description of the intended use of the garages and provide enforcement measures to ensure that garages remain available for their intended uses.
 - c. The CC&Rs shall include a description of the intended use of the visitor parking spaces and provide enforcement measures to ensure that these spaces do not become overflow parking for residents.
10. Applicant shall obtain final map approval and record the final map. Once recorded, the applicant shall within thirty days of recordation, provide one mylar copy of the recorded map to the Department of Development Services Engineering Division together with three printed copies of the map for the City's permanent record. The prints and mylar shall be in accordance with City standards.

RESOLUTION NO. _____

11. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide three originals of a rough grading report, which shall include a compaction report prepared by the geotechnical engineer, and a certification by the project civil engineer that all property corners, slopes, retaining walls, drainage devices and building pads are in conformance with the approved grading plans.

12. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. At present, the fees are estimated to be as follows:

a. Drainage	\$ 18,570	or	\$ 1,857 / unit
b. Traffic	\$ 21,380	or	\$ 2,138 / unit
c. Traffic Signal	\$ 2,210	or	\$ 221 / unit
d. Park-in-Lieu	\$ 66,710	or	\$ 6,671 / unit
e. Public Facilities. . .	\$ 54,800	or	\$ 5,480 / unit
f. RTCIP Fee	\$ 23,100	or	\$ 2,310 / unit

Development Impact Fee amounts shall be calculated in accordance with current fee ordinances in effect at issuance of building permit. Fees shall be adjusted on an annual basis in accordance with the Municipal Code. **The applicant shall provide site and building footage certified by their engineer of work to the Director of Development Services for approval for use in calculating the final fee amounts.**

Note: Fee Credits for existing development may be applied provided the applicant obtains demolition permits prior to removal, and receives Engineering Approval of a plan documenting existing impervious area and building square footage of the commercial facilities prior to removal. Fee Credits will only be applied to Drainage, Traffic and Traffic Signal. No credit will be applied towards Park-in-Lieu, Public Facilities, or RTCIP Fee for existing development.

13. As required, modify the wall and fence plan for the previously approved Santee 50 project to include the subject parcel. All walls and fences to be consistent in design, materials, and colors throughout the project.

14. Provide a minimum 26' wide, clear area (no parking), all-weather, paved (or other approved surface) emergency access roadway for the site prior to the delivery of combustible construction materials. All underground utilities including fire mains, fire hydrants and fire service underground devices shall be installed and approved prior to the delivery of combustible materials. An emergency access plan for the site shall be submitted for approval prior to construction.

RESOLUTION NO. _____

15. Provide a minimum 26' wide, paved "fire lane" access roadway around the building or facility. 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. Red stripes with white stenciled letters shall be painted on the curb or asphalt in front of garages along fire lanes as well. 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.
16. Any vehicular gates for the project shall be equipped with "Opticom" strobe emergency vehicle access devices and Knox key switches for gate override. All gates shall also have a manual release device or other means to open the gate upon power failure.
17. Provide an illuminated directory map at the entrance of the complex. The directory shall be approximately 12 square feet (or other approved size) and show the layout of the buildings, building addresses, hydrant locations and FDC locations. The exact design and location for directory placement shall be approved by the Fire Department prior to installation.
18. Address numbers shall be placed near the front door of each unit visible from the street or private drive. Numbers shall be block style, 4" in height minimum, black in color (or other approved color), in contrast with their background. In multifamily residential developments, address numbers shall also be placed at an approved location on the garage side of each unit.
19. The building is required to be constructed with an approved automatic fire sprinkler system installed by a licensed fire sprinkler contractor. Separate plans are required to be submitted to the Fire Department for approval prior to installation. If the fire sprinkler system has 20 or more sprinkler heads, the sprinkler system is required to be monitored by an approved central station monitoring company. Contact the Fire Department for specific requirements for the automatic fire sprinkler system. A Potter, "SASH-120" Horn/Strobe (or equivalent) shall be located below each address placement for indication of fire sprinkler activation.
20. Provide a Potter "SASH-120", all weather, exterior horn/strobe (or equivalent) in lieu of exterior bell for audio/visual notification of sprinkler activation. The horn/strobe is to be installed near the address placement for the building. Exact installation location of the horn/strobe is to be determined by the Fire Department prior to installation.

RESOLUTION NO. _____

21. A separate plan for the underground fire service (providing water supply to the fire sprinkler system) is required to be submitted to the Fire Department for approval prior to construction. Thrust block inspections are required for the underground fire service piping prior to filling with water. An underground hydrostatic test shall be conducted (at 250 psi for two hours) and flush of the fire service is required during construction. Contact the Santee Fire Department at least 48 hours in advance to schedule the inspections.
22. Knox Boxes shall be installed at the riser room and other required location(s). Knox Box applications may be obtained on line at the Knox Co. website. Approval of the number and exact mounting location(s) shall be determined by the Fire Department prior to installation.
23. A permanent engraved or punched hydraulic calculation card is required for each system, permanently affixed to riser.
24. After the overhead portion of the automatic fire sprinkler system has been installed, a hydrostatic test of the system shall be conducted at 200 PSI for two hours. Contact the Santee Fire department to schedule an inspection of this test.
25. Each building or address (equipped with an automatic fire sprinkler system) shall have a fire sprinkler riser enclosure accessible from the outside of the building or address. The exact size and location of the enclosure shall be approved by the Fire Department prior to construction. The enclosure shall contain the fire sprinkler riser for the building, pressure gauges for the system, applicable valves, sprinkler head box, and any required diagrams or documentation for the fire sprinkler system. The enclosure shall have exterior locking hardware and a Knox box shall be located at an approved location near the room for easy Fire Department access. The exterior side of the riser enclosure door shall have labeling or signage approved by the Fire Department indicating "FIRE RISER INSIDE".
26. A manual and/or automatic fire alarm system is required for the buildings. Separate plans shall be submitted to the Fire Department for any fire alarm system(s) or devices for approval prior to installation. The fire alarm control panel or a remote keypad for the system shall be located in the "Fire Riser Room". Plans & documentations for the fire alarm system shall include, manufacturer cut sheets for all fire alarm devices, California State Fire Marshal Listing sheets for all appropriate devices, plans showing locations of all devices, line diagram & point to point diagram of the alarm system and complete battery & voltage drop calculations for the system.
27. A minimum of one, 2A10BC fire extinguisher shall be located every 75' of travel distance throughout the complex. Exact extinguisher location to be determined by the Fire Department prior to installation.

RESOLUTION NO. _____

28. Wildland Urban Interface Area / Very High Fire Hazard Severity Zones (VHFHSZ)

- a. The City of Santee has adopted requirements amending the 2013 California Fire Code for development within the Wildland-Urban Interface (WUI) area. As adopted, the Code requires 100' of fuel modified defensible space between any structures and the wildland area. Structures built in these areas shall be constructed using non-combustible building materials and other approved non-combustible construction techniques. Some or all of these requirements may be applicable. Please contact the Fire Department to discuss the applicability of the WUI requirements.
- b. Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code including the following:
 - 1) California Building Code Chapter 7A,
 - 2) California Residential Code Section R327,
 - 3) California Reference Standards Code Chapter 12-7A,
 - 4) Santee Local Amendments,
 - 5) Any applicable amendments.
- c. Prior to combustible materials being brought on site, utilities shall be in place, fire hydrants operational, an approved all-weather roadway must be in place, and the fuel modified defensible space must be established and approved by the fire code official.
- d. An area of 30 feet from each side of fire apparatus access roads and driveways shall be improved to "Zone One" standards and maintained clear of all but fire-resistive vegetation. This area shall be maintained by the property owner or homeowners associations as with other defensible space areas.
- e. Fencing within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas shall consist of noncombustible or approved materials. The closest five (5) feet of fencing to any structure shall be approved noncombustible.
- f. Outdoor fireplaces, barbecues and grills shall not be built, or installed in Fire Hazard Severity Zones and/or Wildland Urban Interface Areas without plan approval by the Fire Code Official. Portable outdoor fireplaces or other wood burning appliances are strictly prohibited within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas.
- g. Spark arresters. Chimneys serving fireplaces, barbecues, incinerators or

RESOLUTION NO. _____

decorative heating appliances in which solid or liquid fuel are used, shall be provided with a spark arrester of woven or welded wire screening of 12-gauge standard wire having openings not exceeding ¼ inch.

- h. Firewood and combustible materials shall not be stored in unenclosed spaces beneath buildings or structures, or on decks, under eaves, canopies or other projections or overhangs and shall be stored at least 20 feet from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet.

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

1. Prior to occupancy of the first dwelling unit, the applicant shall submit a copy of the recorded CC&Rs pursuant to the conditions imposed for Tentative Map TM2015-5 and Development Review DR2015-9.
2. The rooftop solar photo-voltaic system shall be approved, installed and operating.
3. The applicant shall complete construction of all improvements shown on the approved plans to the satisfaction of the Director of Development Services.
4. The applicant shall plant all new trees in and within 10 feet of the public right-of-way with root control barriers.
5. Obtain access rights and private drainage easements as shown on the approved Tentative Map exhibit.
6. At the time of mid-construction or Rough Fire Inspections, an electronic or digital submission of vector data such as: AutoCAD (rectified dwgs or include world file), GIS Data (Geodatabase or Shapefiles), or Image Type such as (Tiff & Jpegs) of the site-plan shall be provided to the Fire Department for emergency response mapping. If CAD drawings are not available, a PDF shall be provided. The site plan shall show all fire access roadways/driveways, buildings, address numbers, fire hydrants, fire sprinkler connections, and other details as required. Please contact the Fire Department for exact details to be submitted for your project.
7. The applicant shall obtain final clearance for occupancy by signature on the final inspection request form from the Building Division, Fire Department and the Planning and Engineering Divisions of the Department of Development Services

G. Upon establishment of the use pursuant to this Development Review Permit DR2015-11, the following conditions shall apply and shall be memorialized through a Notice of Restriction recorded on the property:

1. All required landscaping shall be adequately watered and maintained in a healthy and thriving condition, free from weeds, trash, and debris.

RESOLUTION NO. _____

2. The parking areas and driveways shall be well maintained.
3. All groundcover installed pursuant to an approved landscape plan shall provide 100 percent coverage within 9 months of planting or additional landscaping, to be approved by the Director, shall be required in order to meet this standard. City Ventures L.P. shall be responsible for this planting even if their involvement in the project is otherwise complete.
4. All stormwater best management practices (BMPs) outlined in the Stormwater Management Plan must be installed and operational to the satisfaction of the Director of Development Services. Failure to maintain a required BMP will subject property owners and/or the Homeowners Association to civil penalties.
5. All light fixtures shall be designed and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises, and shall otherwise conform to the requirements of Title 17 of the Santee Municipal Code.

SECTION 4: The terms and conditions of this Development Review Permit DR2015-9 shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to this Development Review Permit DR2015-9 and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 5: This Development Review Permit DR2015-9 expires on January 27, 2019 at 5:00 p.m. unless prior to that date a Final Map has been recorded pursuant to Tentative Map TM2015-5, or unless a time extension for obtaining such approval of the Final Map is approved as provided by the Santee Subdivision Ordinance. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 17.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 6: Pursuant to Government Code Section 66020, the 90 day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exaction imposed pursuant to this approval, shall begin on January 27, 2015.

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

SECTION 8: The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the

RESOLUTION NO. _____

applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$2,260.25. This fee includes an authorized County administrative fee of \$50. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 9: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of January 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachment: Exhibit A

RESOLUTION NO. _____

EXHIBIT "A"

Legal Description

PORTION OF LOT 4 IN BLOCK 'H' OF FANITA RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4: THENCE SOUTH 15°0'00" WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING, SAME BEING THE SOUTHEAST CORNER OF THAT PORTION OF SAID LOT 4 CONVEYED TO NICHOLAS FERRARI AND WIFE, BY A DEED RECORDED AUGUST 24, 1954 IN BOOK 5340, PAGE 359 OF THE OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF FERRARI'S LAND TO THE SOUTHWEST CORNER THEREOF, SAME BEING A POINT IN THE EASTERLY LINE OF THAT PORTION OF SAID LOT 4 CONVEYED TO PURCELL WEBB AND WIFE, BY DEED RECORDED OCTOBER 11, 1954, IN BOOK 5392, PAGE 57 OF OFFICIAL RECORDS, THENCE SOUTH 15°0'00" WEST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4 AND ALONG THE EASTERLY LINE OF SAID WEBB'S LAND, A DISTANCE OF 96.78 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THAT PORTION OF SAID LOT 4 CONVEYED TO CHARLIE P. SCOTT AND WIFE, BY DEED RECORDED NOVEMBER 8, 1954 IN BOOK 5421 PAGE 512 OF OFFICIAL RECORDS; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SCOTT'S LAND TO THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING,

APN: 383-021-06-00

Mission Trail Collection Project

Final Subsequent Mitigated Negative Declaration

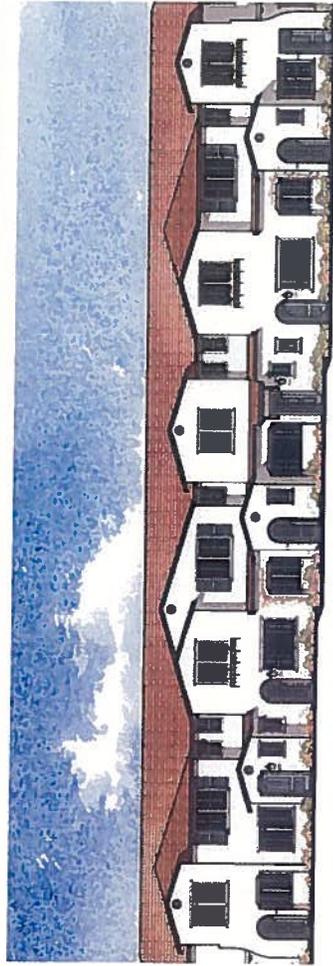
This document can be reviewed at:

1. Santee City Clerk's Office
2. Department of Development Services
3. On the City's Website by clicking the following link:

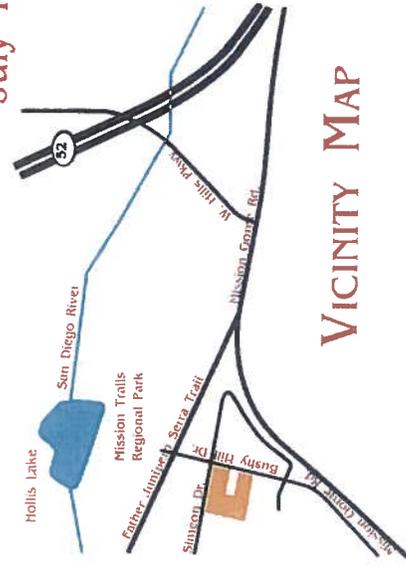
<ftp://sntbberry.cityofsanteeca.gov/Cityclerk/2B%20Final%20Neg%20Dec%20%20City%20Ventures.pdf>

RECEIVED
 SEP 25 2015
 BY: _____

MISSION TRAILS COLLECTION



City Venture: **Studio PAD** **PLSA**
 July 15, 2015
 2014119.03



VICINITY MAP

Formal Planning Submittal

- SP-1 Dimensioned Site Plan
- A-1 Row Townhome 10-Plex Building Floor Plans
- A-2 Row Townhome 10-Plex Building Roof Plan
- A-3 Row Townhome 10-Plex Front Elevation
- A-4 Row Townhome 10-Plex Building Elevations
- A-5 Exterior Color & Materials
- C-1 Tentative Map
- C-2 Preliminary Grading Plan
- C-3 Details
- L-1 Conceptual Landscape Plan
- L-2 Conceptual Wall & Fence Plan
- L-3 Conceptual Planting Plan

Our Team

PLANNING
 Contact: Andy Gerber
 Business (949) 258-7555
 www.cityventures.com

ARCHITECTURE
 Contact: Jeff Chelwick
 Business (949) 250-0607
 www.architects.com

CIVIL ENGINEER
 Contact: Brian Ardolino
 Business (858) 258-8212
 www.plsaiengineering.com

LANDSCAPE ARCHITECT
 Contact: Peter Duente
 Business (949) 770-6530
 www.studio-pad.com

City Ventures
 3121 Michelson Dr., Suite 150
 Irvine, CA 92612

William Heizenthal Architects, Inc.
 2850 Redhill Ave., Suite 200
 Santa Ana, CA 92705

City Ventures
 3121 Michelson Dr., Suite 150
 Irvine, CA 92612

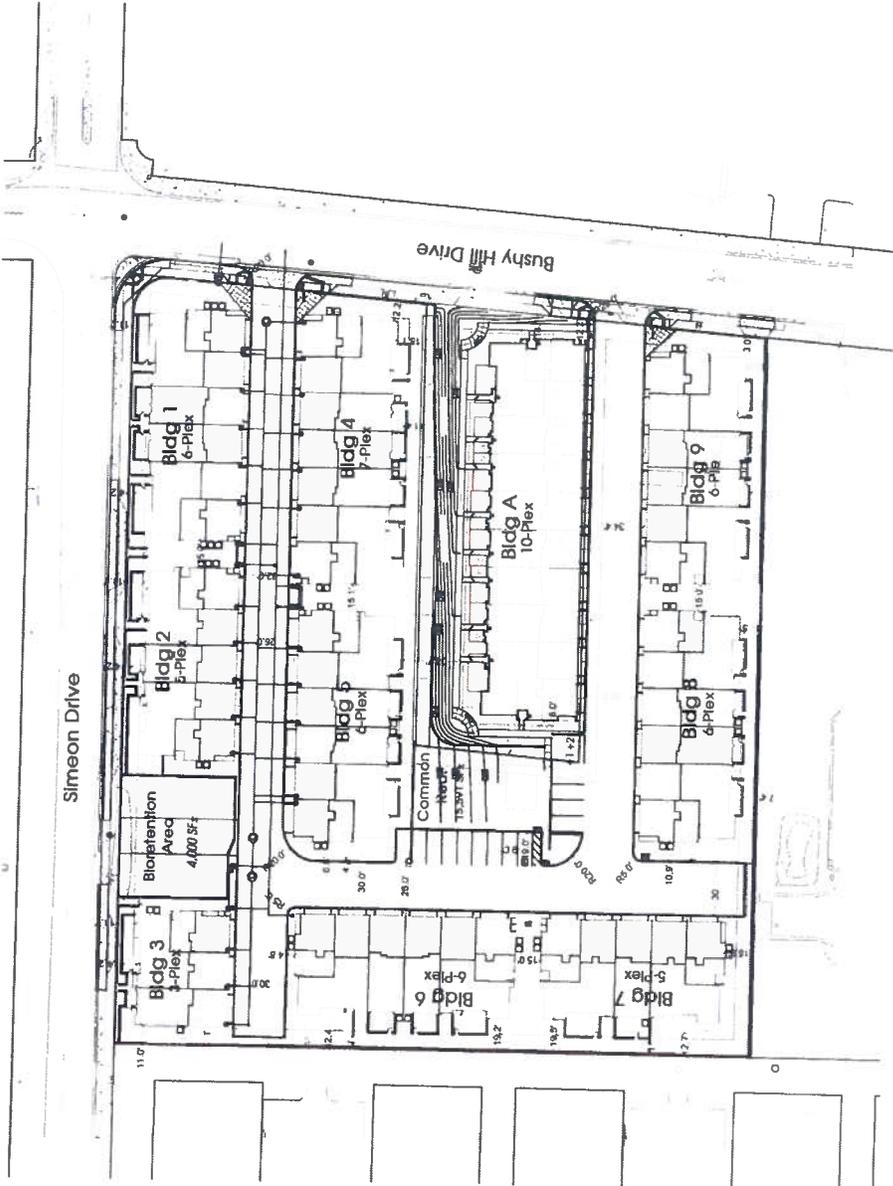
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 www.architects.com

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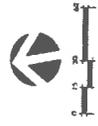
LANDSCAPE ARCHITECT
 Contact: Peter Duente
 Business (949) 770-6530
 www.studio-pad.com



Project Summary

Approved Site: 3.1 acres
 Out Parcel Site: 0.55 acres
 Total Homes: 60 Homes
 10 Units Fairis Parcel + 50 Units Main Parcel
 Density: 16.16 homes/acre
 GP: R-14
 Zoning: R-14 (14-22 du/oc)
 Bldg. Separation: 15' Min
 Setbacks: Front: 10'
 Side: 10'
 Rear: 10'
 Parking Required: 2 off-street (1 covered) +
 1 per 4 du (.25) Guest
 Total Required: 135 spaces
 Parking Provided: 2 Garage Spaces (2 covered) +
 1 per 4 du (.25) Guest
 Total Provided: 135 spaces
 Open Space: 259 S.F. per du
 15,591 S.F. Community Recreation with
 Tot Lot and Open Play Area
 Storage Space: 150 Cubic feet per unit in garage
 Max. Height: 45'
 Trash and Recycle: Individual pickup to be provided by Waste
 Management; Staging to occur in front of
 garages on collection day.

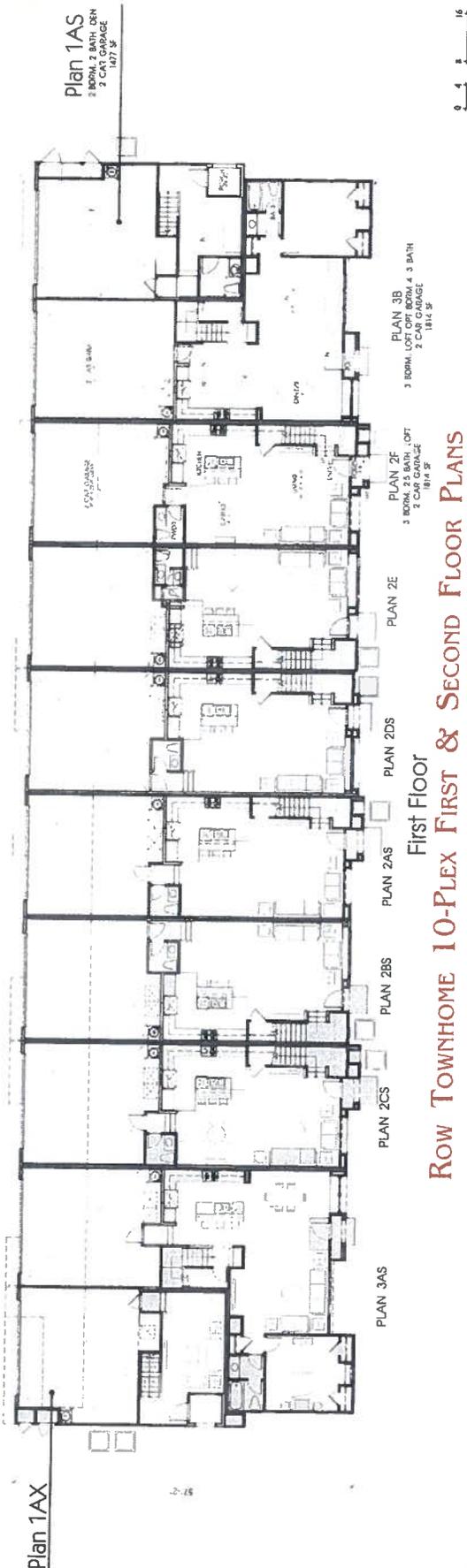
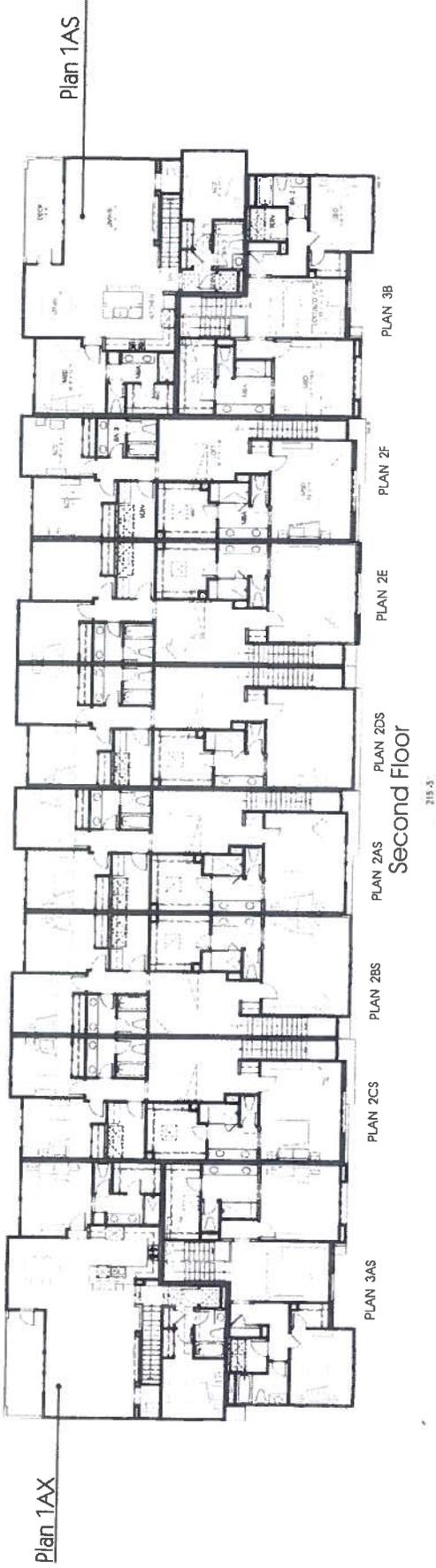
- Notes:**
1. See plan for the exact dimensions etc.
 2. All dimensions are shown for planning, building
 3. Final dimensions to be determined by engineer
 4. All dimensions are shown for planning, building
 5. All dimensions are shown for planning, building
 6. All dimensions are shown for planning, building
 7. All dimensions are shown for planning, building
 8. All dimensions are shown for planning, building
 9. All dimensions are shown for planning, building
 10. All dimensions are shown for planning, building



DIMENSIONED SITE PLAN

MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
 Santee, California

City Ventures
 WILLIAM HEZMALCHALCH
 ARCHITECTS - PLANNERS
 07.15.15 **SP-1**
 2014119.03



2015 William Hezmalhalch Architect, Inc.

MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
Santee, California



City Ventures

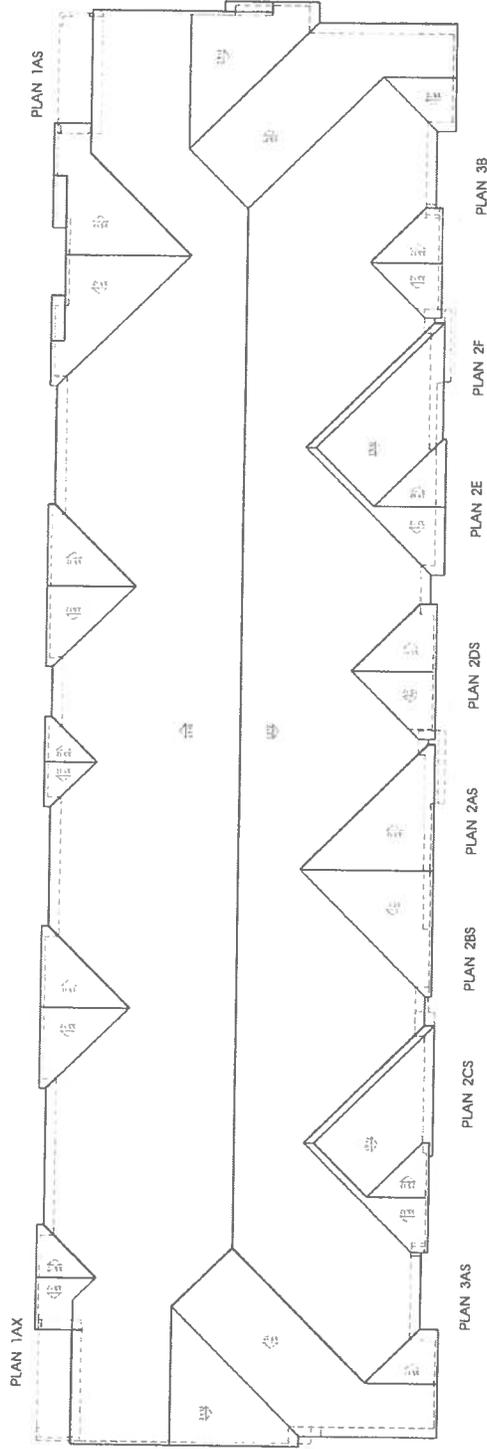


WILLIAM HEZMALHALCH
ARCHITECTS, INC.

07.15.15

A-1

20141119.03



Roof
TYPICAL 6-PLEX BUILDING ROOF PLAN


 © 2015 William Hezmalhalch Architects, Inc.

MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
 Santee, California



City Ventures

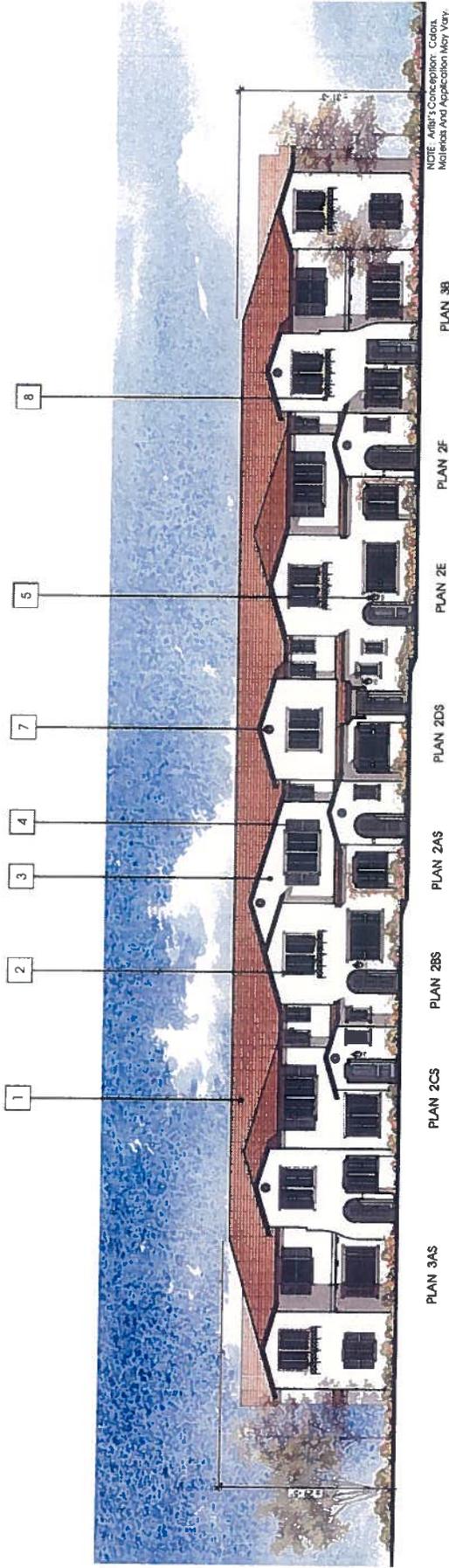


WILLIAM HEZMALHALCH
 ARCHITECTS INC.

07.15.15

A-2

2014.119.03



NOTE: Artist's Conception. Colors, Materials And Application May Vary.

Material Legend

- 1. Concrete S-Tile Roof
- 2. Vinyl Window
- 3. Stucco
- 4. Decorative Shutter
- 5. Light Fixture
- 6. Metal Railing
- 7. Decorative Medallion
- 8. Metal Pot Shelf
- 9. Vine Hooks



© 2015 William Hezmalhalch Architects, Inc.

Front

ROW TOWNHOME 10-PLEX BUILDING ELEVATIONS

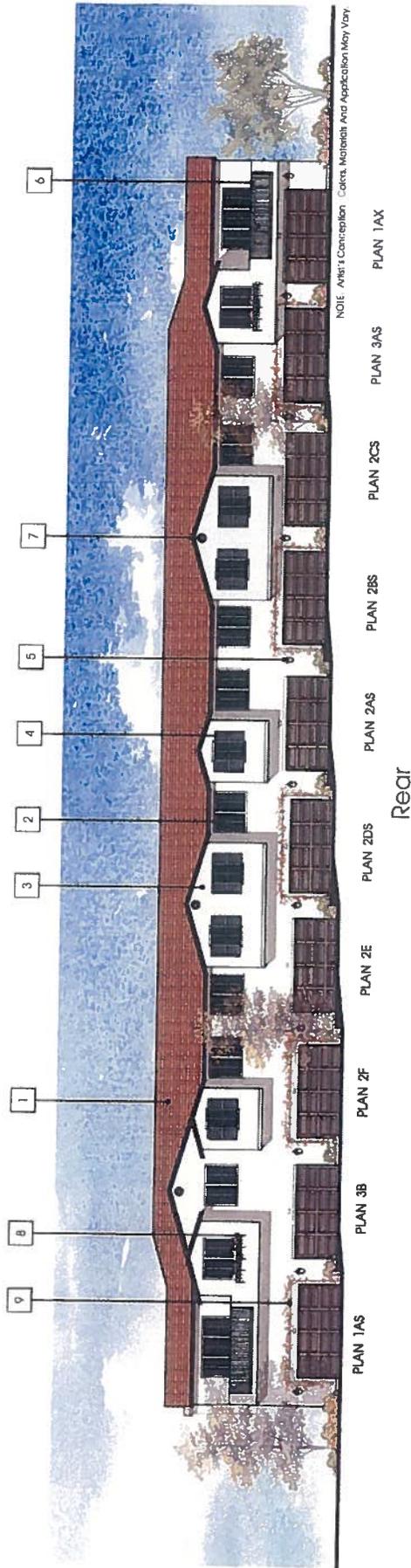
MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
 Santee, California



City Ventures



07/15/15
A-3
 2014.119.03

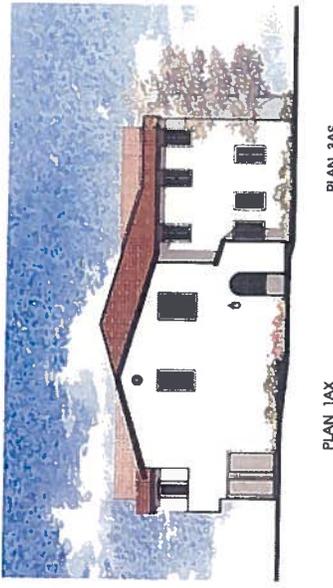


NOTE: All Material Conception Colors, Materials And Application May Vary.

- Material Legend**
- 1. Concrete S/Tile Roof
 - 2. Vinyl Window
 - 3. Stucco
 - 4. Decorative Shutter
 - 5. Light Fixture
 - 6. Metal Railing
 - 7. Decorative Medallion
 - 8. Metal Post Shelf
 - 9. Vire Hooks



Right



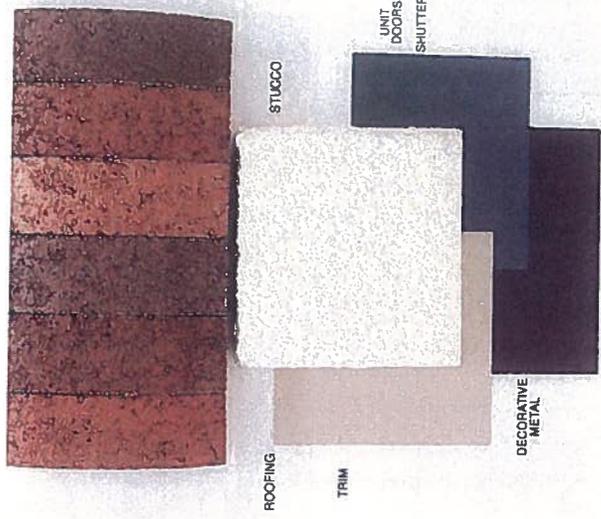
Left

ROW TOWNHOME 10-PLEX BUILDING ELEVATIONS

MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
 Santee, California



07.15.15
 A-4
 2014119.03



8/6/14
 CITY VENTURES
 MISSION TRAILS COLLECTION
 SANTEE, CALIFORNIA

2014119

WILLIAM HEZMALHALGH ARCHITECTS INC. © 2014



August 6, 2014
 CITY VENTURES
 MISSION TRAILS COLLECTION
 Santee, California

Project #2014119

EXTERIOR PALETTE

MATERIAL	COLOR	MANUFACTURER
ROOFING Concrete 5 Tile	3645 SUNRISE BLEND	EAGLE
METAL BIRD STOP @ 3" TILE (Factory Finish)	TERRA COTTA	EAGLE
1/2 ROUND GUTTERS & ROUND DOWNSPOUTS (Factory Finish)	MUSKET	CUSTOM-BUILT METALS
VINYL WINDOWS (Factory Finish)	TAN	TBD
STUCCO (16/20 Sane Finish)	420	OMEGA
TRIM COLOR (Applied to): Columns Decorative Metal Garage Man Doors Mechanical Doors Trim Window Sillings	Match Sherwin Williams SW 7038 TONY TAUPE	FRAZEE
ACCENT COLOR Unit Doors Shutters	CL 3056A PETAL PLUCKER	FRAZEE
DECORATIVE METAL GARAGE DOORS (Factory Finish)	CL 2877N DIESEL BROWN	FRAZEE WAYNE DALTON

William Hezmalhalgh Architects, Inc. © 2014

EXTERIOR COLOR AND MATERIALS



MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
 Santee, California



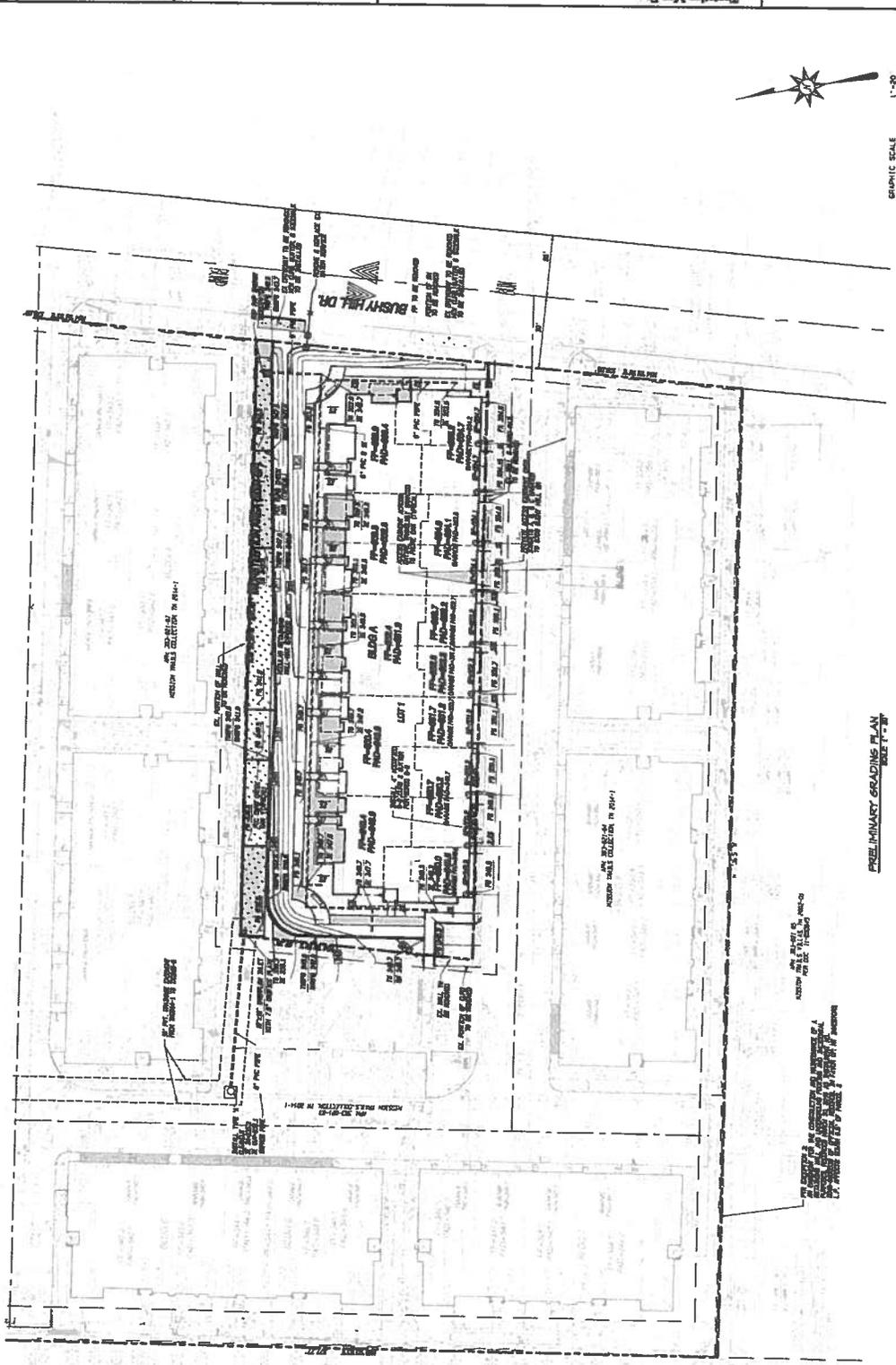
City Ventures



WILLIAM HEZMALHALGH
 ARCHITECTS INC

07-15-15
 A-5
 2014119.03

TENTATIVE MAP
MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
TM 2015-5



PRELIMINARY GRADING PLAN
 DATE: 11-17-15

THIS TENTATIVE MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND CONDITIONS ON THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



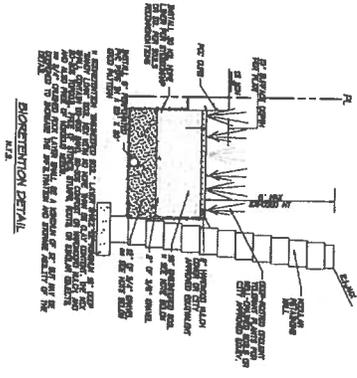
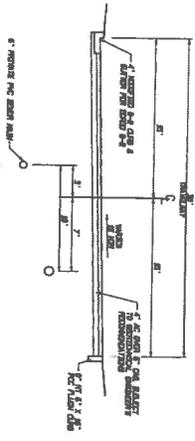
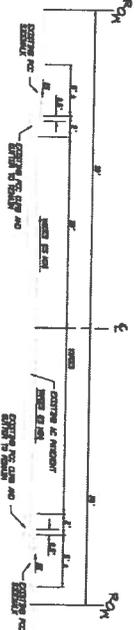
PASCO LARET SUTTER & ASSOCIATES
 CIVIL ENGINEERING + LAND PLANNING + LAND SURVEYING
 1200 North Broadway, 2nd Fl., San Jose, CA 95128
 (408) 253-1212 | (408) 253-1213 | pasco@sutter.com

MISSION TRAILS COLLECTION
 8758 Bushy Hill Drive Parcel
 Bushy Hill Drive, San Jose, CA 95071

APN: 500-021-06	SECTION: 04	SCALE: 1"=80'
SHEET 2 OF 5 SHEETS		

Tentative Map Form
 A.P.N. 500-021-06
 SECTION: 04
 SCALE: 1"=80'
 SHEET 2 OF 5 SHEETS

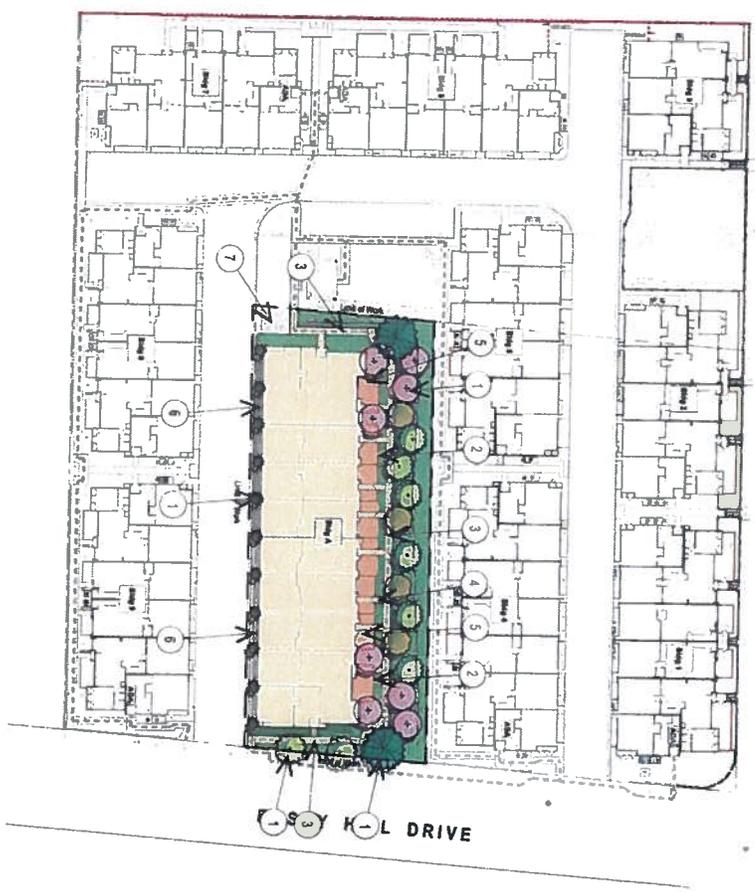
TENTATIVE MAP
MISSION TRAILS COLLECTION - 8758 BUSHY HILL DRIVE PARCEL
TM 2015-5



SHEET 3 OF 3 SHEETS	APN 365-021-06 DATE: 9.11.13 SCALE: 1"=40'	Tentative Map For: Mission Trails Collection 8758 Bushy Hill Drive Parcel Bushy Hill Drive, Santee, CA 92071	PASCO LARET SUITER PLANNING & ASSOCIATES <small>SOIL ENGINEERING • LAND PLANNING • LAND SURVEYING</small> <small>315 North Highway 161, Ste A, Salton Beach, CA 92071</small> <small>ph 656.259.8112 fx 656.259.4812 pascoplanning.com</small>	REVISIONS   <small>BRIAN A. LARET, P.E. 73051</small>
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Mission Trails Collection - 8758 Bushy Hill Drive Parcel

Conceptual Landscape Plan

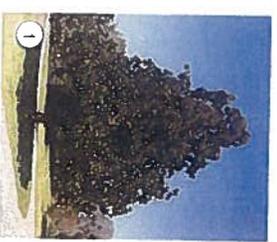


SIMEON DRIVE

BUSHY HILL DRIVE

LEGEND

- 1 Proposed tree per Planning Plan on U.S.
- 2 Proposed per plan
- 3 4 FT wide walkway, natural color concrete with medium top-coat finish and tapered joints.
- 4 3 FT wide walkway, natural color concrete with medium top-coat finish and tapered joints.
- 5 Private porch / patio, per Architects plans. Natural colored concrete paving with finish to match adjacent walk.
- 6 Mature color concrete driveway with light brown finish and narrow beveled joints.
- 7 (S) Street parking stalls

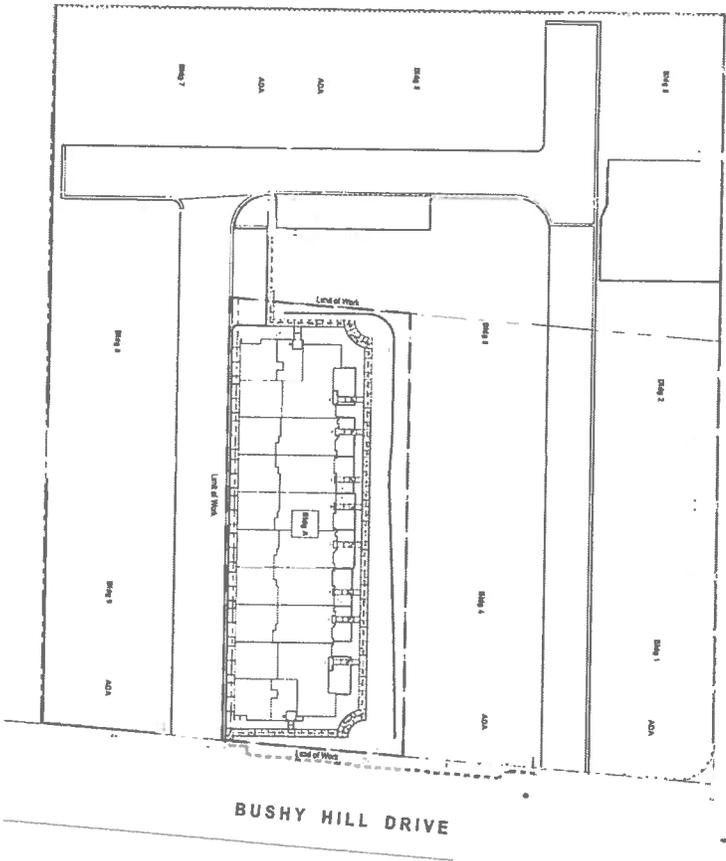
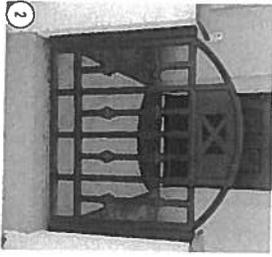
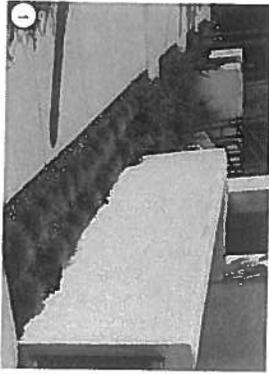


Scale: 1" = 30'



2nd City Summit | Project: CVR
 Date: September 4, 2015

L-1



- LEGEND**
- ① ——— 3'-0" High slat over black galva steel with slat caps.
 - ② ——— 5.25'-0" High metal slat caps.
 - ③ - - - - - ADA Path of travel.

Conceptual Wall & Fence Plan



2nd City Schematic Project No. CDP3
Date September 1, 2014

L-2



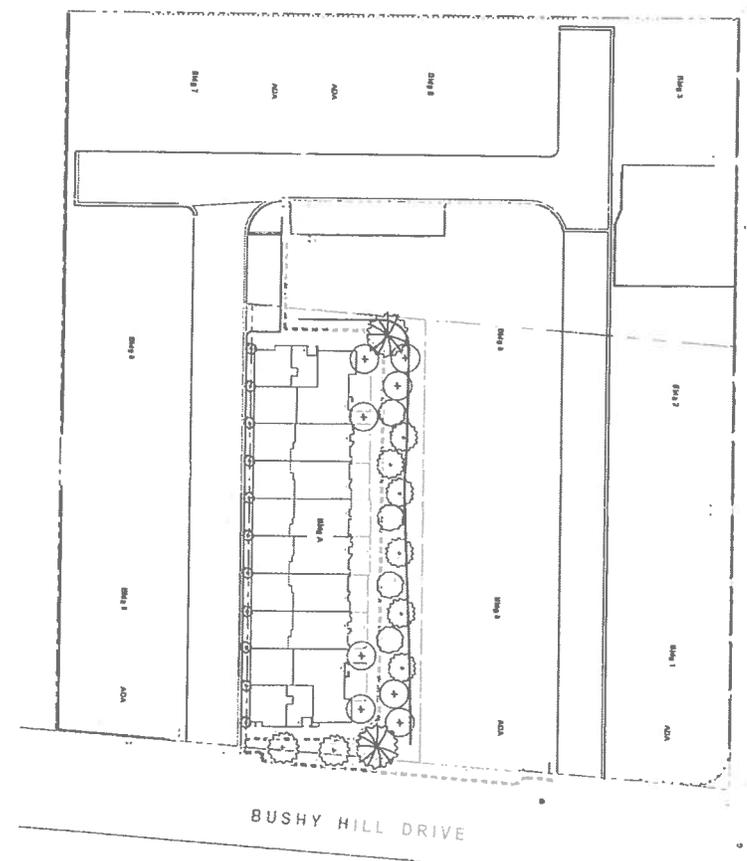
Mission Trails Collection - 8758 Bushy Hill Drive Parcel



City Ventures

Mission Trails Collection - 8758 Bushy Hill Drive Parcel

Conceptual Planting Plan



SHRUBS and GROUND COVER

Acacia saligna 'Yaspigum'	Purple Myrtle
Agave sp.	Agave
Agave salicifolius	Kangaroo Paw
Aloe sp.	Aloe
Argemone	Kangaroo Paw
Bougainvillea sp.	Bougainvillea
Callistemon 'Vale John'	David's Cedar
Carex	Stages
Centuria 'Green Carpet'	Ornamental Palm
Chamaelirium 'Pond Star'	Point Star M&L Lic
Chrysan. sp.	Purple Myrtle
Chrysan. sp.	Trifolium sp. Plant
Chrysan. sp.	Silver Carpet
Dryandra sp.	Point of Allis
Echin. cord. can.	Bundarra Rose Improved, London
Lantana camara 'Tusa Hill'	Heath Spanish Lavender
Lantana camara 'Tusa Hill'	Sign / Trans Range
Lantana camara 'Tusa Hill'	Adonis sp.
Lantana camara 'Tusa Hill'	Petal Hebe/Myrtle
Lantana camara 'Tusa Hill'	Dark Grass
Lantana camara 'Tusa Hill'	Ornamental Orange
Lantana camara 'Tusa Hill'	Rose & Carpet Rose
Lantana camara 'Tusa Hill'	GC / Purple Rosemary
Lantana camara 'Tusa Hill'	Rosemary
Lantana camara 'Tusa Hill'	Dark Oak / Ficus
Lantana camara 'Tusa Hill'	B&B of Pines as
Lantana camara 'Tusa Hill'	Compost Systems

VINES & ESPALERS

Bougainvillea 'Maur'	Bougainvillea
(Dark-Ling Bougainvillea)	Purple Yew Lic

PLANTING LEGEND

Symbol	Plant Name	Quantity	Size	Notes
(Large tree symbol)	Tree	1	100	Plant in Full Sun
(Medium tree symbol)	Tree	1	100	Plant in Full Sun
(Small tree symbol)	Tree	1	100	Plant in Full Sun
(Large shrub symbol)	Shrub	1	100	Plant in Full Sun
(Medium shrub symbol)	Shrub	1	100	Plant in Full Sun
(Small shrub symbol)	Shrub	1	100	Plant in Full Sun
(Ground cover symbol)	Ground Cover	1	100	Plant in Full Sun



**City of Santee
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 27, 2016

AGENDA ITEM NO.

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

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk 

SUMMARY

At its November 18, 2015 City Council meeting, the City Council received the annual listing of all appointed Boards, Commissions and Committees, known as the Local Appointment List, in accordance with Government Code 54970 et seq., commonly known as the Maddy Act. The City Council directed this matter be returned to the January 27, 2016 meeting for annual review.

At this time, the following vacancy exists and is eligible for appointment:
1 vacancy on the Santee Library Committee

Council may wish to make changes and/or deactivate any board, commission or committee that it believes has completed its original purpose, in accordance with Council Legislative Policy Memorandum 84-1.

The attached master list will be updated to reflect Council's action at this meeting and will be available for public review at the Santee Library and in the City Clerk's Office, as required by state law.



FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION 

1. Council action on recommended appointment(s), if any, as presented by Mayor at the meeting; and
2. Reaffirmation/continuance of all other standing groups and representation as listed.

ATTACHMENTS (Listed Below)

Local Appointments List

CITY OF SANTEE
LOCAL APPOINTMENTS LIST
BOARDS, COMMISSIONS AND COMMITTEES

Revised By:
The City Clerk's Office
January 2016

PART ONE:

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

CITY COUNCIL & SANTEE ELEMENTARY SCHOOL DISTRICT CONFERENCE COMMITTEE

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

Qualifications: Member of City Council or School Board

Term: Annual

Representatives: Rob McNelis, Council Member
John Minto, Council Member

School District: Barbara Ryan, President [Appointed 12/15/15]
Elana Levens-Craig, Vice President [Appointed 12/15/15]

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

Appointed: 1/25/12 [Minto]
Reappointed: 1/23/13, 1/22/14, 2/11/15

Phone: (619) 258-2304

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

COMMUNITY ORIENTED POLICING COMMITTEE

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

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

Term: At the pleasure of the legislative body.

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

Staff Assistance: Sue Richardson, Recreation Services Manager, Community Services Department
Martha Miramontes, Crime Prev. Specialist, Santee Sheriff Station

Representatives: John Minto, Council Member
Paul Malone, Interim City Manager
Captain James Bovet, Santee Sheriff's Station Commander
John Schweller, Santee School District
Larry Oedewaldt, Vice Principal, Santana High School
Mary Nishikawa, Assistant Principal, West Hills High School
Meredith Riffel, Santee Collaborative
Sandy Schmitt, Executive Director, Santee Chamber of Commerce
Joyce Moore, Institute for Public Strategies
Lisa Bridges, Santee Solutions Coalition

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

Citizen-At-Large: Dustin Trotter
Appointed: 3/25/15

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

LIBRARY COMMITTEE

Established: 1/22/97 [City Council Minutes]. The purpose of the Committee is to act in an advisory capacity to the City Council on matters pertaining to library services in the City of Santee.

Qualifications: Two City Council Members, three representatives from the Friends of the Library, two from the Grossmont High School District, one from the County Library, one from the Santee School District, one from the Santee School District PTA, one from the Santee Historical Society, one from Santee Mobilehome Owners Action Committee (SMOAC), one from the Chamber of Commerce, one from the Santee Ministerial Council, and four Members-At-Large.

Term: At the pleasure of the legislative body.

Meetings: As needed.

Staff Assistance: Ed Ruiz, Senior Management Analyst, Community Services Department

Council Rep.: Ronn Hall, Council Member [Appointed 2/11/15]

Council Rep.: Randy Voepel, Mayor [Appointed 1/24/11]

Library Committee Members:

County Library - Santee Branch

Santee Historical Society

Friends of the Library (3)

SMOAC

Grossmont Union HS District (2)

Santee Chamber of Commerce

Santee School District

Santee Ministerial Council

Santee School District PTA

Members-At-Large:

Kimberley Layton

Appointed: 5/10/00

VACANT

Appointed:

Karen Stackpole

Appointed: 1/26/05

Gabriel Pina

Appointed: 6/24/09

MANUFACTURED HOME FAIR PRACTICES COMMISSION

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

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

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

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

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

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

Commission Members:
(next page)

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

Commission Members:

Lee E. Wilson

Appointed: 1/25/95

Reappointed: 1/22/97, 1/27/99, 1/24/01, 2/12/03, 1/26/05, 1/24/07, 1/28/09, 1/12/11,
1/23/13, 1/22/14, 2/11/15

Term Ends: 2017

Rusty Williams

Appointed: 9/24/03

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

Term Ends: 2017

Frank Bathrick

Appointed: 2/10/10

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

Term Ends: 2016

Keshav Damoor

Appointed: 8/28/13

Reappointed: 1/22/14

Term Ends: 2016

Nick Bradley

Appointed: 11/12/14

Reappointed: 2/11/15

Term Ends: 2017

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

SALARY SETTING ADVISORY COMMITTEE

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

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

Term: At the pleasure of the legislative body.

Meetings: On an as-needed basis at City Hall, 10601 Magnolia Avenue, Council Chambers Conference Room.

Staff Assistance: Kathy Valverde, Assistant to the City Manager

Committee Members:

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

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

SANTEE PARK AND RECREATION COMMITTEE (SPARC)

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

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

Term: At the pleasure of the legislative body.

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

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

Committee Members:

Anita Bautista	Appointed: 10/11/95
Ken Fox, Chair	Appointed: 4/28/99
Lisa Neely, Vice-Chair	Appointed 6/13/01
Rusty Williams	Appointed: 10/24/01
Charles Hattaway	Appointed: 5/27/03
Arli Wolfson	Appointed: 4/08/09
Heather Jones, Secretary	Appointed: 5/25/11
Alan Tuthill	Appointed: 6/22/11
John Morley	Appointed: 1/25/12
Laqueta Strawn	Appointed: 1/25/12
Patricia Fortin	Appointed: 8/26/15
Dustin Trotter	Appointed: 8/26/15
Mason Herron	Appointed: 9/9/15
Stacey LoMedico	Appointed: 1/13/16

PART TWO - JOINT AGENCIES

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

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

ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

This Joint-Agency body studies matters related to the abatement, removal, and disposal of abandoned, wrecked, dismantled, or inoperative vehicles in order to protect the health and safety of citizens. [Resolution No. 170-91]

Qualifications: The Board of Directors of the San Diego Service Authority for Freeway Emergencies shall constitute the members of the Board of Directors of the San Diego Abandoned Vehicle Abatement Service Authority.

Term: Annual

Representatives: Two members are selected by the Board of Supervisors and five members selected jointly by the City Councils of Cities within the County.

Appointed: 1/12/11 [Minto]
Reappointed: 1/25/12, 2/11/15

Meetings: ***Currently, there are no meetings scheduled. The City will be contacted once and if this committee begins meeting again.***
Meetings are held bimonthly at the County Administration Center, 1600 Pacific Highway, Room 303, San Diego, CA 92104.

Contact Person: Marta Sullivan, Program Manager

Address: San Diego Police Department
1401 Broadway, MS 715
San Diego, CA 92101

Phone: (619) 531-2662

NOTE: The Abandoned Vehicle Abatement Service Authority oversaw the expenditure of funds collected through vehicle registration fees. The fees are no longer collected; therefore the committee has been disbanded effective April 13, 2015 in conjunction with the disbursement of the final payments to each jurisdiction.

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

CITY SELECTION COMMITTEE (League of California Cities)

Established: Under the auspices of the League of California Cities, San Diego County Division, this committee makes appointments to LAFCO, the Service Authority for Freeway Emergencies, and the Abandoned Vehicle Abatement Service Authority.

Qualifications: Every City Mayor is automatically a representative.

Term: 2016 (Corresponds to the Mayor's term)

Meetings: This committee meets as needed.

Representative: Randy Voepel, Mayor

Contact Person: Gliceria Magpayo, Program Manager for County Clerk of the Board of Supervisors
County of San Diego
1600 Pacific Highway, Room 402
San Diego, CA 92101-2471

Phone: (619) 531-4870

COMMUNITY LEADERS FORUM MCAS MIRAMAR

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

Qualifications: Member of the City Council

Term: Annual

Representative: Ronn Hall [2/11/15]

Resident Co-Rep: James D. Panknin

Appointed: 2/11/15 [Hall], 6/9/04 [Panknin]

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

Contact: Colonel Philip Parkhurst, AC-S

Address: Community Plans and Liaison Officer
Attn: Laura Thornton
P. O. Box 452001
San Diego, CA 92145-2001

Phone: (858) 577-6603

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

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

EAST COUNTY ECONOMIC DEVELOPMENT COUNCIL

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

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

Qualifications: Position-specific; Mayor and Council Member.

Term: Annual

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

Representative: John Minto, Council Member

Alternate: Randy Voepel, Mayor

Deactivated: 11/18/92

Reactivated: 1/14/93

Appointed: 12/5/00 [Voepel] and 2/12/03 [Minto]

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

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

Phone: (619) 258-3670

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

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

Gillespie Field Development Council

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

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

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

GOODAN RANCH POLICY COMMITTEE

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

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

Term: Annual

Meetings: Once annually.

Representative: Rob McNelis, Council Member

Appointed: 1/12/11

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

Alternate: Paul Malone, Interim City Manager, or designee.

Contact Person: Bill Maertz, Director of Community Services

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

Phone: (619) 258-4100, Extension 126

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

HEARTLAND COMMUNICATIONS FACILITY COMMISSION*

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

Qualifications: Member of governing body of public agency.

Term: Per appointing public agency.

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

Representative: Ronn Hall, Council Member
Alternate: John Minto, Council Member

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

Contact:	Valerie Nellis Heartland Communications Facility Authority 100 East Lexington Ave. El Cajon, CA 92020 (619) 441-1623	Diane McClarty, Communications Director Heartland Communications Facility Authority 100 East Lexington Ave. El Cajon, CA 92020-4517 (619) 441-1624 FAX: (619) 444-5982
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**Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

HEARTLAND FIRE TRAINING FACILITY AUTHORITY COMMISSION*

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

Established: 12/01/73

Qualifications: Agency member Heartland Fire Training Facility Authority.

Term: Per appointing public agency.

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

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

Alternate: Ronn Hall, Council Member

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

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

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

Phone: (619) 441-1693

**Stipend Received*

LEAGUE OF CALIFORNIA CITIES

Qualifications: Members of the City Council.

Term: Annual

Representative: John Minto, Council Member [1/26/05]

Alternate: Rob McNelis, Council Member [1/12/11]

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

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

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

Phone: (916) 658-8200

Contact Person: Catherine Hill, Regional Representative

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

METROPOLITAN TRANSIT SERVICES (MTS) (formerly MTDB)*

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

Qualifications: Members of the City Council.

Term: Annual

Meetings: Monthly at 9:00 a.m.

Representative: John Minto, Council Member [1/12/11]

Alternate: Rob McNelis, Council Member [1/12/11]

Appointed: 1/12/11

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

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

Phone: (619) 557-4515

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

**Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

MISSION TRAILS REGIONAL PARK TASK FORCE

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

- Qualifications: Member of the City Council
- Term: Annual
- Membership: The Mission Trails Regional Park Task Force is comprised of two members from the San Diego City Council, one of whom shall be from the Council District in which the Regional Park is located, two members from the County Board of Supervisors, one of whom shall be from the Supervisorial District in which the Regional Park is located, one member from the Santee City Council, one member from the La Mesa City Council, and the Chairperson of the Mission Trails Regional Park Citizens Advisory Committee.
- Meetings: Third Thursday of odd-numbered months at 10:00 a.m. at the Mission Trails Regional Park Visitor and Interpretive Center, One Father Junipero Serra Trail, San Diego, CA 92119.
- Representative: Ronn Hall, Council Member [2/11/15]
Alternate: Rob McNelis, Council Member [1/12/11; changed to Alternate 2/11/15]
- Appointed: 2/11/15 [Hall], 1/12/11 [McNelis]
Reappointed: 1/25/12, 1/23/13, 1/22/14, 2/11/15 [McNelis]
- Contact Person: Steve Haupt, District Manager
Address: 202 C Street, MS 35A
San Diego, CA 92101-3860
- Phone: (619) 533-6733

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

CITIZENS ADVISORY COMMITTEE FOR MISSION TRAILS REGIONAL PARK

Qualifications: City of Santee resident.

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

Representative: Frank Bathrick
Appointed: 12/11/13
Reappointed: 1/22/14, 2/11/15

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

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

Contact Person: David Monroe, District Manager, Northern Parks Division
202 C Street, MS 35A
San Diego, CA 92101-3860

Phone: (619) 525-8286

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

SAN DIEGO AIRPORT AUTHORITY BOARD

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

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

Term: 3 years

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

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

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

Appointing Authority: East County area mayors

Appointed: 2/4/13

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

Phone: (619) 400-2550

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

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

Qualifications: Members of the City Council

Term: Annual

Representative: Jack Dale, Council Member [1/26/05]

Alternate: John Minto, Council Member [1/12/11]

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

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

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

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

Phone: (619) 699-1900

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

**Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

COUNTY SERVICE AREA (CSA) 69 (PARAMEDICS)

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

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

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

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

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

Representative: Ronn Hall, Council Member [2/11/15]
Alternate: John Minto, Council Member [1/26/05]

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

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

Contact Person: Adria Cavanaugh, CSA Administrator

Address: San Diego County Health and Human Services Agency
Emergency Medical Services
6255 Mission Gorge Road
San Diego, CA 92120-3599

Phone: (619) 285-6429

Meetings: Meetings are held on the second Thursday of the month quarterly or on an as-needed basis at the Lakeside Fire Protection District, 12216 Lakeside Avenue, Lakeside.

Staff Assistance: Fire Department

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2016

UNIFIED SAN DIEGO EMERGENCY SERVICES ORGANIZATION

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

Contact Person: Shirla Hueth

Phone: (858) 715-2211

Disaster Council

Qualifications: Position-specific

Term: Annual

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

Representatives: Mayor Randy Voepel as Chairperson; Interim City Manager Paul Malone as Director of Emergency Services and Fire Chief Richard Mattick as Assistant Director of Emergency Services.

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

City of Santee
COUNCIL AGENDA STATEMENT

(CONT. FROM 9-23-15)

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE REQUEST FOR AUTHORIZATION TO CONSIDER AN APPLICATION FOR AN AMENDMENT TO THE TOWN CENTER SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF A 10-ACRE PORTION OF A 20.4-ACRE PROPERTY FROM OFFICE/PROFESSIONAL TO RESIDENTIAL (7-14 DU/ACRE) LOCATED ON THE NORTHWEST CORNER OF MAGNOLIA AVENUE AND THE SAN DIEGO RIVER (APPLICANT: MASTERCRAFT HOMES GROUP, SAM-SANTEE, LLC)

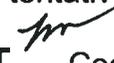
DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY During the 2003 General Plan Update process, the City Council chose not to automatically process changes to land uses, but rather have requests first go to the Council as discussion items for preliminary review of proposed amendments.

Staff is requesting City Council authorization to proceed with an application to evaluate a request submitted by the MasterCraft Homes Group for an amendment to the Town Center Specific Plan affecting a 10-acre portion of a 20.4-acre property located on the northwest corner of Magnolia Avenue and the San Diego River (Exhibit A). The northern 10-acre portion of the subject site is designated as Office/Professional, with the remainder of the site designated as Floodway/Open Space (Exhibit B). The applicant requests that the City Council allow the submittal of a specific plan amendment application to consider establishing the Residential (7-14 dwelling units/acre) designation solely over the 10-acre area of the project site currently in the Office/Professional land use designation (Exhibit C).

The proposal was previously presented to the City Council on September 23, 2015 and the Council advised the applicant to modify the proposal, particularly in regard to lot size, yard size, and parking. The applicant has made suggested modifications and is seeking Council reevaluation of the proposal prior to making a formal project submittal. Revised plans of the project have been submitted to the City as part of the subject initiation request (Exhibit E).

A decision by the Council to authorize staff to consider an application for a specific plan amendment does not indicate eventual approval of the requested amendment. The formal application for the specific plan amendment would be presented to City Council at a future public hearing. It is anticipated that the Council would consider the specific plan amendment application concurrently with a tentative map application and development review application.

FINANCIAL STATEMENT  Cost of the amendment, tentative map, and development review applications will be covered by the applicant. The \$500 cost of the initiation request has been paid by the applicant.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION  Provide direction as to whether staff should proceed with processing an application requesting the proposed change to the Town Center Specific Plan.

ATTACHMENTS

- Staff Report
- Exhibit A: Aerial Vicinity Map
- Exhibit B: Existing Land Use Map
- Exhibit C: Proposed Land Use Map

- Exhibit D: Letter from Bill Hanlon
- Exhibit E: Conceptual Renderings
- Exhibit F: Revised Site Plan
- Exhibit G: 9/23/15 Council Meeting Minutes #6B

STAFF REPORT

REQUEST FOR AUTHORIZATION TO CONSIDER AN APPLICATION FOR AN AMENDMENT TO THE TOWN CENTER SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF A 10-ACRE PORTION OF A 20.4-ACRE PROPERTY FROM OFFICE/PROFESSIONAL TO RESIDENTIAL (7-14 DU/ACRE) LOCATED ON THE NORTHWEST CORNER OF MAGNOLIA AVENUE AND THE SAN DIEGO RIVER (APPLICANT: MASTERCRAFT HOMES GROUP, SAM-SANTEE, LLC)

A. BACKGROUND

At the Council Meeting held on September 23, 2015, the MasterCraft Homes Group presented Specific Plan Amendment Initiation Application (PAI 2015-5), requesting to amend the Town Center Specific Plan in order to allow a multiple-family residential project consisting of detached condominium units on a 10-acre portion of a 20.4-acre property located on the northwest corner of Magnolia Avenue and the San Diego River (Exhibit A).

Upon presentation of the proposed project to the City Council, the Council raised several issues with the project as it had been presented, including the small lot sizes and yard areas being proposed, the amount of parking, the size of the proposed park, and the potential for flooding along the San Diego River.

The site is currently used by RCP Block and Brick as a sand mining operation and finished product storage facility. According to Bill Hanlon, representative for the property owners, in a letter dated August 24, 2015 (Exhibit D) the sand resource that has supported the RCP block business at the subject site is exhausted and RCP will be winding down, closing their operations on the property, and completing reclamation requirements.

B. PROPOSAL

In order to move forward with the proposed residential development, the applicant is seeking to change the Town Center Specific Plan land use designation of 10 acres of the subject site from Office/Professional to Residential (7-14 dwelling units per acre). The remainder of the property (10.4 acres), primarily lying within the San Diego River floodway, would remain as Parkway and Floodway/Open Space (Exhibit C). The proposed residential land use designation would be comparable to the R7 (Medium Density Residential) Zone; however the zoning classification of the site, as shown in the Official Zoning District Map, would remain TC (Town Center).

In response to the concerns raised by the City Council in September, the applicant has updated the proposed project to provide for larger lot sizes, larger backyards, additional guest parking, a larger park with added amenities, and a parkway through the development outside of the floodway. The changes are shown in the attached site plan (Exhibit E) and listed as follows:

Lot Number & Residential Density (from 83 to 67 lots and 9 du/ac to 7 du/ac)

The number of residential lots proposed has been reduced to provide for larger lots, allow for a northern parkway alignment, significantly increase guest parking, and to increase park size. The previous proposal included eighty-three (83) residential lots, with a residential density of 9 dwelling units per net acre. The current plan proposes

sixty-seven (67) residential lots, with a residential density of 7 dwelling units per net acre.

Lot Size (average from 3,440 sq. ft. to 4,120 sq. ft.)

The revised proposal consists of larger lot sizes. The prior development concept proposed typical lot dimensions of 43 feet wide by 80 feet, with an average lot size of 3,440 square feet. A larger lot size is now proposed with the dominate lot size having a dimension of 45 feet wide by 83 feet deep (70% of the lots), with an average lot size of 4,120 square feet.

Yard Areas (increased size)

The size of the homes has been reduced to provide larger yards and greater spacing between units. The proposed spacing between homes is a minimum of 10 feet. Front yards are 20 feet to face of the garage. The minimum rear yard is 15 feet, with the majority of rear yards provided well over 20 feet with some lots having rear yards in excess of 30 feet. The proposed home sizes range between 1,977 square feet and 2,383 square feet of floor area.

Parking (increased guest parking)

Guest parking has been increased with the new proposal. Specifically, the Zoning Ordinance requires one guest parking space for each four units, which equates to 17 required guest parking spaces for the proposed development (67 units divided by 4 = 16.75). The proposal would provide 48 parking spaces. In addition, each unit would have a two-car garage and a driveway of sufficient depth to accommodate tandem parking.

Northern Parkway Alignment

A northern Parkway alignment is now proposed, consistent with the adopted Town Center Specific Plan. The proposed street section for the parkway provides for a widened parkway/sidewalk and landscaping on the south side, bike lanes on both sides, and amenity entry monument features at both Magnolia Avenue and Cottonwood Street.

Park Size Increased

The private park has been increased to approximately 16,500 square feet and relocated to a central location within the community.

Trail Connection

The project includes a river trail along the north side of the San Diego River that would complement the design and meandering path of the Walker Preserve trail segment to the east. Direct pedestrian access would also be provided from the sidewalk along Magnolia Avenue to the proposed river trail. In addition, landscaped connections from the development to the river trail are planned to provide convenient access to the residents of the project to the river trail.

If authorization to proceed with the specific plan amendment is granted, the project proponent intends to file a tentative map and development review application concurrently with a specific plan amendment request in order to entitle the project. The primary purpose of the subject initiation request is to provide direction to the applicant as to whether or not the City would consider the proposed project as amended with the proposed lot sizes and residential density. Upon authorization to proceed with the specific plan amendment request and further study of various site issues, it is possible that the layout of the subdivision could change.

C. ISSUES

At a minimum, the following issues would be analyzed as part of a formal application review process, which in addition to an application for a specific plan amendment, would include applications for a tentative map and development review.

Land Use Compatibility: Uses permitted within the Town Center Residential Land Use Designation would need to be analyzed for compatibility with the surrounding existing and planned land uses. Existing land uses that surround the site include the Countryside condominium development adjoining the subject site to the north, single-family homes across Magnolia Avenue to the east, the San Diego River and the Las Colinas Women's Detention Facility to the south, and undeveloped land to the west. The Edgemoor Skilled Nursing Facility is located northwest of the site. The undeveloped land west of the site is designated for development of up to 900 multiple-family residential units.

Of key consideration as part of the subject request is the removal of 10 acres of Office/Professional land use from the Town Center Specific Plan area. However, it is unlikely that the subject site would foster the development of such uses for the following reasons: 1) the site is segmented by the San Diego River from the rest of Town Center retail and office commercial areas; 2) the site does not have direct access to the Town Center trolley station; and 3) the site is surrounded by residential uses.

Design and Development Standards: Project consistency with City development standards and design requirements would be reviewed as part of a development review application, which would be processed concurrently with the specific plan amendment and tentative map. The project would be reviewed to ensure that it is consistent with medium density residential development standards, including required setbacks, yard areas, and lot coverage limitations. Architectural details of the proposed homes would also be reviewed to ensure that attractive homes in a variety of architectural styles are provided, with high quality materials and finishes. Design details, including entry treatments, common area landscaping, street trees, and park features and amenities would also be reviewed.

Traffic/Circulation: The site is bordered on the east by Magnolia Avenue, which is classified as a major arterial in the General Plan. The site also has access to Cottonwood Avenue and Chubb Lane. Chubb Lane is a limited service road to the RCP site. The project proponent is aware that future improvements would be required to surrounding roadways, including Cottonwood Avenue and Magnolia Avenue. As planned in the Town Center Specific Plan, the applicant would be required to incorporate a parkway that would provide through access from Cottonwood Avenue to Magnolia Avenue. The applicant anticipates improvements to Cottonwood Avenue along the project frontage and has shown this in the conceptual site plans.

Further study of traffic circulation and pedestrian access would be required as part of the formal project submittals. Needed street improvements, such as new signal lights, traffic lanes, medians, and traffic calming measures would be set forth as part of a formal traffic impact analysis for the project. The optimum location of the proposed parkway, with consideration of both vehicular and pedestrian access, would also be assessed.

Flooding:

Flooding issues have been raised for the project due to its location along the San Diego River and the washout of the Chubb Lane culvert during recent storms. In depth study of the hydrology of the site would be required with a hydrology and hydraulics report. A grading and drainage plan that ensures the development complies with the City's Flood Damage Prevention Ordinance would be required. In addition, a Storm Water Management Plan would be required to address storm water quality improvements associated with the project.

Open Space: Preservation of the San Diego River corridor would be an elemental component of any future development at the site. The subject proposal provides that nearly one-third of the property would be preserved in Open Space, habitat preservation and public recreation. As part of the RCP plant closure and reclamation plan, the river corridor would undergo major restoration efforts to improve river quality, wildlife habitat, and trail access.

Housing Element Consistency: The objectives and policies contained in the Housing Element address Santee's housing needs and are implemented through a series of housing programs offered by the City. A specific plan amendment that would result in additional land for the development of new housing stock would consider the nature of the proposal to accomplish Housing Element policy related to providing adequate sites to achieve a variety of housing types and densities.

Environmental Considerations: Environmental documents for any future development on this site would need to fully address any sensitive biology that may be present, as well as account for effects on traffic, archaeological resources, geology, air quality, storm water, hydrology, and other areas of study typically addressed in environmental documents.

Upon proceeding with a formal submittal for a specific plan amendment, the proposed land use change would be subject to full analysis.

D. STAFF RECOMMENDATION

Provide direction as to whether staff should proceed with processing the proposed amendment to the Town Center Specific Plan.

EXHIBIT A

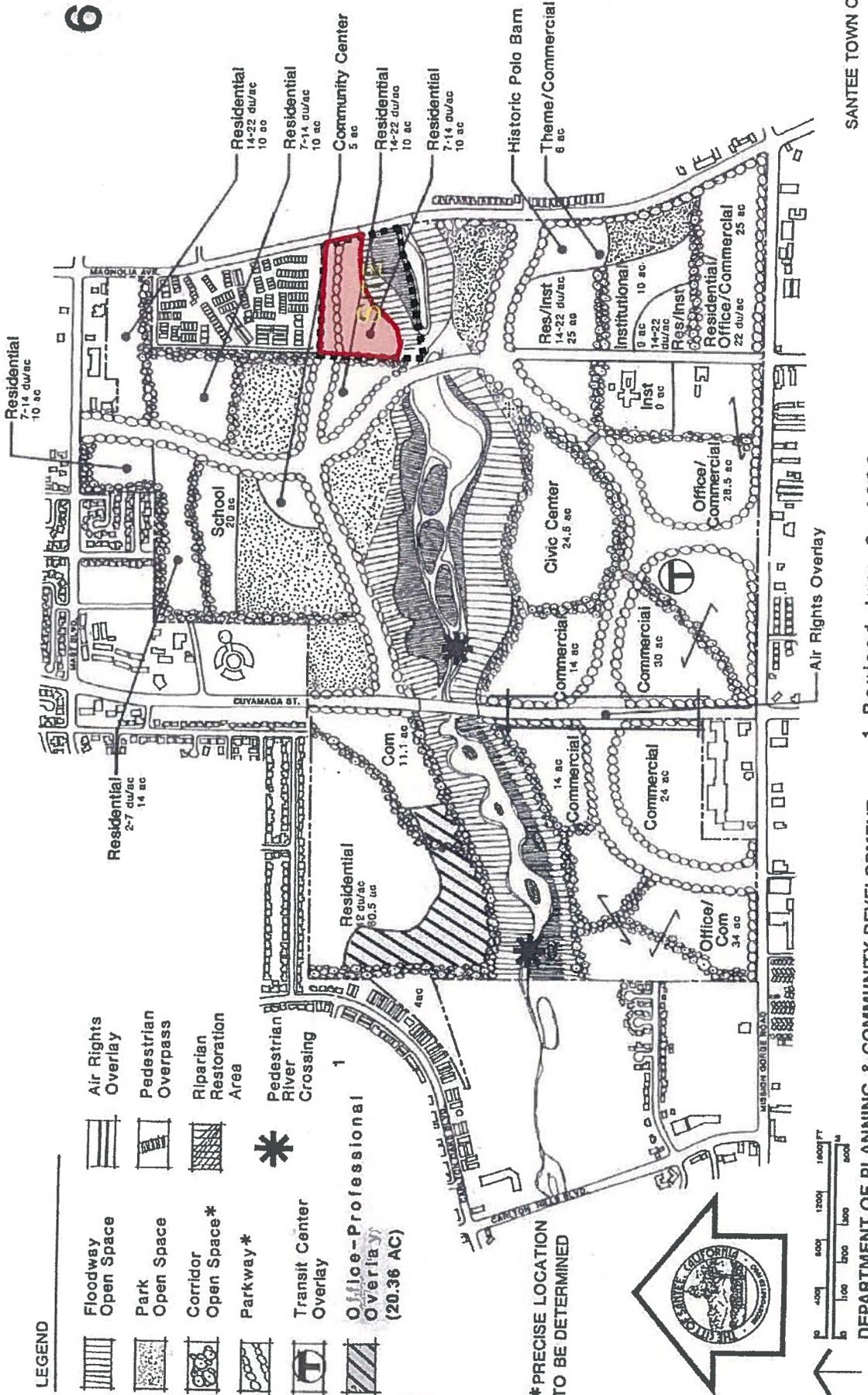
**Specific Plan Amendment Initiation (PAI 2015-5)
Aerial Vicinity Map**



EXHIBIT C

Town Center Specific Plan Land Use Map Proposed

6



SANTÉE TOWN CENTER PLAN

1 Revised June 8, 1988

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

PROPOSED	LAND USE DESIGNATION
Residential (10 acres)	These areas allow a wide range of residential development including housing types such as single family residences, apartments, townhomes, condominiums, and senior citizen housing.

- Entire Project Site (20.4 acres)
- Area subject to amendment (10 acres)

EXHIBIT D
Letter from Bill Hanlon

WILLIAM F. HANLON

P.O. BOX 2186
BEND, OREGON 97709
PHONE: 646 259-2481
EMAIL: wil.hanlon@gmail.com

August 24, 2015

Melanie Kush, Director of Planning, City of Santee

Re; Walker Family Santee Property (RCP Site)

Greetings Santee City Planning:

I represent the owners of the Walker Family property in Santee, along the San Diego River, west of Magnolia Avenue. The present "RCP" site. Santee City Planning has an Initial Application pending for a development on the property submitted to the City by Mastercraft Homes (SAM-Santee LLC).

We address this letter to you in support of the application and proposed development. The proposal is for a small lot single family detached high quality residential development by a professional, experienced company. It is a very appropriate use of this property.

We 6 owners are all first cousins of the Walker family. Our grandparents Frederic and Marie Walker moved to Santee in 1926 with their young family, our parents, and established the Walker Dairy. Our parents all grew up on the dairy farm, and our family has been involved in the Santee community ever since. This property is the last remaining parcel of the old Walker dairy.

We are the same owners who over the past 10 years worked with the San Diego River Conservancy, Trust for Public Lands, and the City of Santee to ensure that the 112 acres we owned east of Magnolia was preserved in public ownership for public recreation, habitat protection and establishment of the Walker Preserve. Throughout this process I believe it was the perspective of all involved that it would be a two step process. Phase I was to secure the east side property for preservation. Phase II would permit appropriate development of the west side property once RCP operations had concluded.

The Mastercraft proposal provides substantial benefits to the City of Santee.

- It is a high quality residential development plan that will enhance the housing element of the City of Santee in an appropriate location.

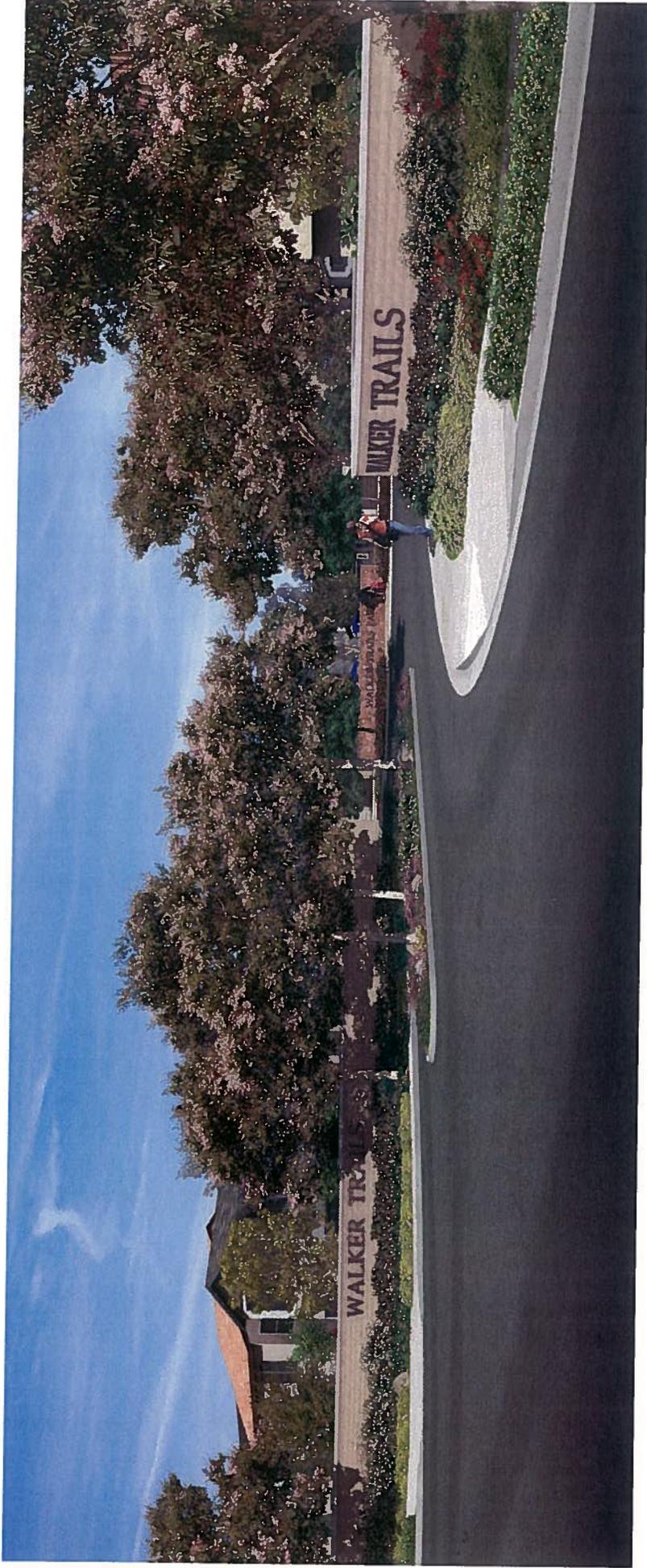
- The proposal provides that nearly one-third of the property will be preserved in Open Space, habitat preservation and public recreation. We own both the north and south sides of the river. The proposal provides for preservation of the river corridor, to promote river quality, habitat preservation, and extend the attributes of the river properties of the Walker Preserve downstream to our west property boundary. Only the property outside of the river corridor is proposed to be developed.
- The proposal would extend the San Diego River Trail. Sue Richardson of Recreation Services for the City made the comment in a meeting I attended a while back that our west side property was the “vital link” in the River Trail in the City of Santee. This proposal provides that link. It extends the trail from the Walker Preserve to the east to adjoin the publicly owned County properties and the City of Santee Park and Trail system to the west.
- RCP has been an active enterprise on the property for over 50 years, providing jobs and paychecks in the community, as well as building materials for local projects from curbs to sidewalks, driveways to swimming pools, and regional projects from Qualcomm Stadium to Petco Park. The sand resource that has supported this enterprise is exhausted and RCP will be winding down, closing their operations on the property, and completing reclamation requirements within the next 18 months. Mastercraft and RCP have been working closely to coordinate their activities. With Mastercraft poised to commence their development to coincide with RCP closing their operation, the property will transition immediately from producing jobs and paychecks to generating tax revenues for the City, schools and other taxing districts.
- Mastercraft has a long history of quality developments in the region and is well suited to do this project. They are known for being sensitive to environmental concerns, from energy consumption to impacts on the property, resources, open space, and neighboring properties.

We strongly urge the City of Santee to approve this development proposal and let it proceed.

We are happy to answer any questions or provide further information you might request. Please feel free to contact us.

Bill Hanlon, for the Walker Family

EXHIBIT E
Conceptual Renderings



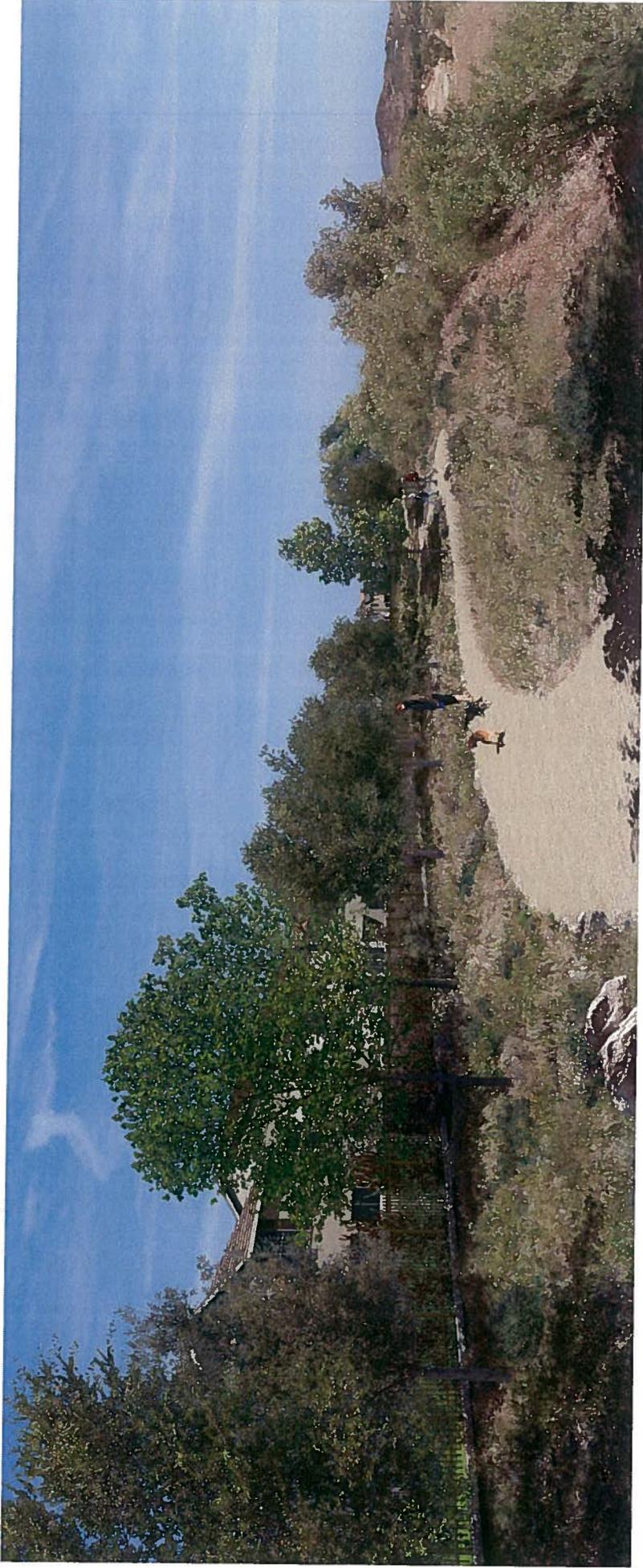
Project Entry from Magnolia Ave.

EXHIBIT E
Conceptual Renderings



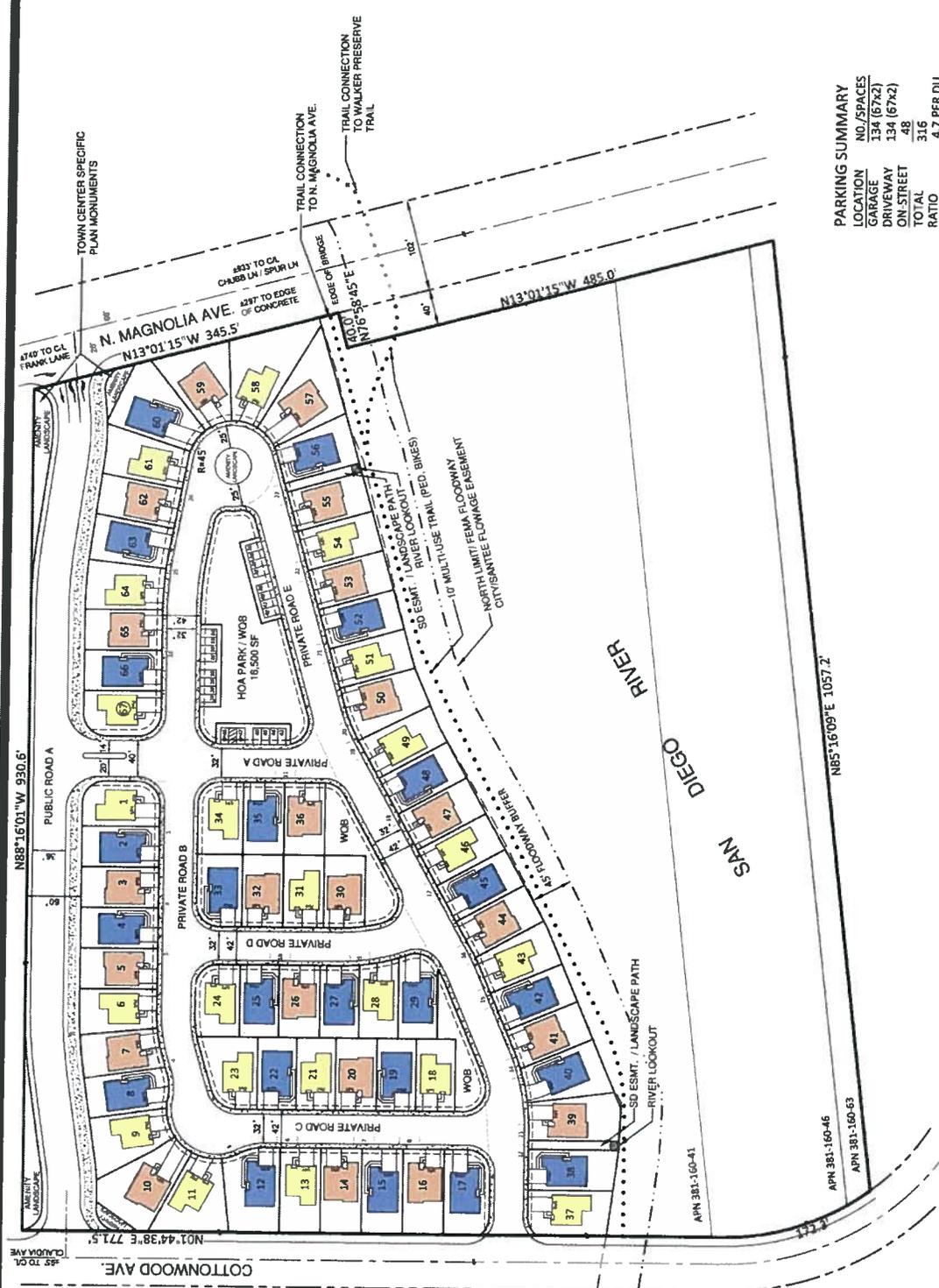
Project Interior

EXHIBIT E
Conceptual Renderings



Project River Trail

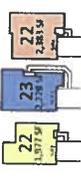
EXHIBIT F Revised Site Plan



LEGAL DESCRIPTION:
 PORTION OF LOT 2 IN BLOCK 4 OF THE
 SUBDIVISION OF LOTS "H" AND "O" OF THE
 RANCHO EL CAJON, IN THE CITY OF SANTEE,
 COUNTY OF SAN DIEGO, STATE OF
 CALIFORNIA.
ASSESSOR'S PARCEL NOS:
 381-160-41, 46 & 63
TB MAP: PG-1231 ES
GROSS SITE: 20.4 ACRES
PUBLIC ROAD: 1.4 ACRES
FLOODWAY BUFFER ZONE: 1.1 ACRES
SAN DIEGO RIVER: 8.2 ACRES
NET SITE: 9.7 ACRES
TOTAL NUMBER OF SFD LOTS: 67
DENSITY: 6.9 DU/AC (NET)
TYPICAL LOT SIZE: 45'x80' = 3,600 SF

PLAN MIX TABLE:

PLAN TYPE	QUANTITY	%
S/P2	22	33
M/P3	23	34
S/P4	22	33
	67	100



MINIMUM YARDS:
 FRONT TO GARAGE DOORS: 20'
 TO BUILDING WALL: 15'
 SIDE EXTERIOR: 10'
 SIDE INTERIOR: 4'
 REAR YARD: 10'

SITE ADDRESS:
 COTTONWOOD AVE.
 SANTEE, CA

OWNER:
 EVALYN W. HANLON, TRUSTEE OF THE
 EVALYN W. HANLON LIVING TRUST
 PO BOX 2341
 MILL VALLEY, CA 94642

APPLICANT:
 SAM-SANTEE, LLC
 20201 SW BIRCH ST., SUITE 100
 NEWPORT BEACH, CA 92660
 PHONE (949) 252-1122 EXT. 132
 FAX (949) 252-1188

WALKER TRAILS PLAN MIX / PARKING PLAN

**Michael Baker
INTERNATIONAL**
 9785 CLAREMONT MESA BOULEVARD, SUITE 100
 SAN DIEGO, CALIFORNIA 92124-1333
 602.614.5000 FAX 602.614.5001

PARKING SUMMARY

LOCATION	NO./SPACES
GARAGE	134 (67x2)
DRIVEWAY	134 (67x2)
ON-STREET	48
TOTAL	316
RATIO	4.7 PER DU

DECEMBER 7, 2015

EXHIBIT G

noted the importance of having representation in the State Government and suggested re-evaluating the need. Vice Mayor Minto noted the need but suggested waiting. Mayor Voepel suggested the possibility of looking into partnering with other groups for this service. City Attorney Shawn Hagerty and Interim City Manager Paul Malone answered Council's questions. Direction was given to staff to contact the Legislative Advocacy Services.

4. CITY COUNCIL ITEMS AND REPORTS:

Council Member Dale provided information regarding the recent crash of a plane leaving Gillespie Field and requested a future agenda item regarding the airport. He also suggested a member from the airport be invited to attend who could provide information about the airport and the businesses operating out of the airport.

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) **A City-initiated request for authorization to consider an application for a Town Center Specific Plan Amendment that would modify the Riverview Office Park sign provisions within Santee Town Center. (Applicant: City of Santee)**

Acting Director of Development Services Kush presented the staff report utilizing a PowerPoint presentation and answered Council's questions.

PUBLIC SPEAKER:

- John Olsen

ACTION: On motion of Council Member McNelis, seconded by Vice Mayor Minto, staff was directed to proceed with an amendment that would modify the Riverview Office Park sign provisions within the Santee Town Center Specific Planning Area, with all voting aye.

- (B) **Request for authorization to consider an application for an amendment to the Town Center Specific Plan to change the land use designation of a 10-acre portion of a 20.4-acre site from Office/Professional to Residential (7-14 DU/Acre) on property located on the Northwest corner of Magnolia Avenue and the San Diego River. (Applicant: Mastercraft Homes Group, SAM-Santee, LLC)**

Acting Director of Development Services Kush introduced the item and Associate Planner Michael Coyne presented the staff report utilizing a PowerPoint presentation and answered Council's questions. Council expressed concerns and discussed the small lot sizes, limited parking and park amenities, and had questions regarding the portion of the project located in the San Diego Floodway.

PUBLIC SPEAKERS:

In Support:

- Dan Thompson, Mastercraft Homes
- Rick Walker, Walker Family (Property Owner)
- Steve Wragg, Mastercraft Homes
- Erik Wiese, Walker Family Trust
- Ray Dorome, Mastercraft Homes

In Opposition:

- Dustin Trotter

ACTION: It was moved by Mayor Voepel, and seconded by Vice Mayor Minto, to have staff to work with the applicant to come up with alternative concepts that address Council's comments and then bring the project back to Council. The motion carried with all voting aye.

(C) Resolution supporting the project titled "Water Quality, Habitat and Public Access Improvements at Mast Park." (Reso 81-2015)

Community Services Director Maertz presented a staff report and answered Council's questions.

ACTION: On motion of Council Member Dale, seconded by Council Member McNelis, the Resolution supporting the project titled "Water Quality, Habitat and Public Access Improvements at Mast Park" was adopted, with all voting aye.

(D) Resolution authorizing portal to portal compensation and overtime pay in accordance with State and Federal laws for Fire Department employees operating under the California Fire Assistance Agreement. (Reso 82-2015)

Fire Chief Mattick presented a staff report and answered Council's questions.

ACTION: On motion of Vice Mayor Minto, seconded by Council Member McNelis, the Resolution authorizing portal to portal compensation and overtime pay in accordance with State and Federal laws for Fire Department employees operating under the California Fire Assistance Agreement was adopted, with all voting aye.

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE APPROVE AGREEMENT WITH KABOOM FOR PLAYGROUND GRANTS

DIRECTOR/DEPARTMENT Bill Maertz, Community Services *MM*

SUMMARY KaBOOM is a national non-profit organization dedicated to the goal of ensuring that all children get the balance of active play they need to become healthy and successful adults. Build it with KaBOOM grant opportunities are offered in geographic locations where and when KaBOOM receives funding. KaBOOM grants provide new playgrounds that the community helps build in a day.

City staff has applied for two Build it with KaBOOM playground grants and has now made it to the next round of the selection process. Before moving forward, KaBOOM requires applicants to approve a Letter of Intent and to review and approve a draft Letter of Agreement (contract) in the event the grants are awarded. The authorized signatory must sign the Letter of Intent indicating that the contract is fully reviewed and approved and that the City is prepared to sign an official contract within three business days of being awarded any Build it with KaBOOM playground grants. KaBOOM also requires that in support of the projects the City of Santee must contribute \$8,500 (10%) per project, which will be applied directly to the purchase of playground equipment.

The proposed locations of the sites include Town Center Community Park west near the softball fields and at the new park to be constructed on Via de Cristina. If awarded the grants, the City will partner with several community groups such as the Santee Collaborative, Santee ASA, Santee Community Foundation, SPARC and Rio Seco School and Pride Academy parent/teacher associations to design and build the playgrounds.

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT *fn*

If awarded the KaBOOM grants, \$8,500 will be expended from the Ball Field Improvements CIP 2011-34 for Town Center Community Park and \$8,500 will be expended from the Park on Via de Cristina CIP 2014-31 towards the purchase of the playground equipment. The estimated benefit to be received as a result of these grants is up to \$153,000 (\$76,500 per park).

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *fn*

Approve the Letter of Intent and Letter of Agreement (contract) with KaBOOM and authorize the City Manager to execute any documents associated with Build it with KaBOOM playground grants.

ATTACHMENTS (Listed Below)

- Letter of Intent
- Letter of Agreement (contract)
- Ball Field Improvements CIP 2011-34
- Via de Cristina CIP 2014-31



January 20, 2016

Dear applicant:

Congratulations on making it to the third round of the selection process for the *Build it with KaBOOM!* playground grant! Before moving your application to the fourth and final step in the process, your organization will need to submit the following:

- Signed Letter of Intent, which signifies full contract approval by your organization

At this stage in the selection process, KaBOOM! requires all applicants to review and approve the draft Letter of Agreement (contract). Please have your organization's authorized signatory and any other necessary parties review and approve the attached contract. Once this has been completed, the signatory must sign the Letter of Intent indicating that the contract is fully reviewed and approved and that your organization is prepared to sign an official contract within three business days of being awarded the Build it with KaBOOM! playground grant.

KaBOOM! cannot recommend your application to the Funding Partner until the contract has been approved. Please note that signing the Letter of Intent does not guarantee funding or approval. Rather, we are now able to move you to the final step in the application process.

If you are applying in partnership with one or more organizations, please have each partner sign a separate Letter of Intent. If you have questions about submitting a Letter of Intent for respective partners, please contact your Community Outreach representative.

This is a standard form contract and changes cannot be made. However, if your signatory or any other reviewers have any questions, please direct them to your Community Outreach representative.

We look forward to receiving your signed Letter of Intent by 1/28/15.

Sincerely,

Ayla Bailey, Senior Community Outreach Specialist
(O) 202.464.6416 (F) 202.659.0210
kaboom.org

KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- _____ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- _____ Fundraise \$8,500 USD toward the cost of playground equipment
- _____ Own and maintain the playground for its lifetime
- _____ Provide land and secure all necessary permits for construction of playground
- _____ Remove all existing playground equipment currently on site
- _____ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- _____ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- _____ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- _____ Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- _____ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- _____ Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- _____ Recruit 30 volunteers from the community to participate in two preparation days and recruit 100 volunteers from the community to participate on Build Day
- _____ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- _____ Build the playground through supervised volunteer installation
- _____ Accept liability for and maintain the playground upon build completion
- _____ Maintain self-insurance, which shall be primary over any other insurance covering KaBOOM! and its Funding Partners.
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. *Please ensure that the person authorized to sign contracts signs below.*

Legal Name of Organization: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

Name:

Telephone number:

Mailing Address:

Email:

Fax:



COMMUNITY PARTNER PLAYGROUND AGREEMENT

January 20, 2016

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that City of Santee (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playground at «Site_Name», «Site_Address», «City», «State» «Zip» (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$«Contribution» to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
 - (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
 - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
 - (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.

- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit «Volunteers» adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on «BD_» and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders,

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner and which policy shall provide that KaBOOM! and the Funding Partner be given at least thirty (30) days prior written notice of any change or cancellation of coverage.
- (j) Indemnification. Except where expressly prohibited by law, the Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

2. Obligations of KaBOOM!

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.

- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
 - (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
 - (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
 4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
 5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
 6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval

by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Santee

By: _____
Name: Paul Malone
Title: Interim City Manager

Address:
10601 Magnolia Avenue
Santee, CA 92071
T: 619-258-4100 X-295
619-562-0649
e-mail: pmalone@cityofsanteeca.gov

KaBOOM!, Inc.

By: _____
Name: Gerry Megas
Title: Chief Financial Officer

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464- 6180
F: (202) 659-0210
e-mail: gmegas@kaboom.org

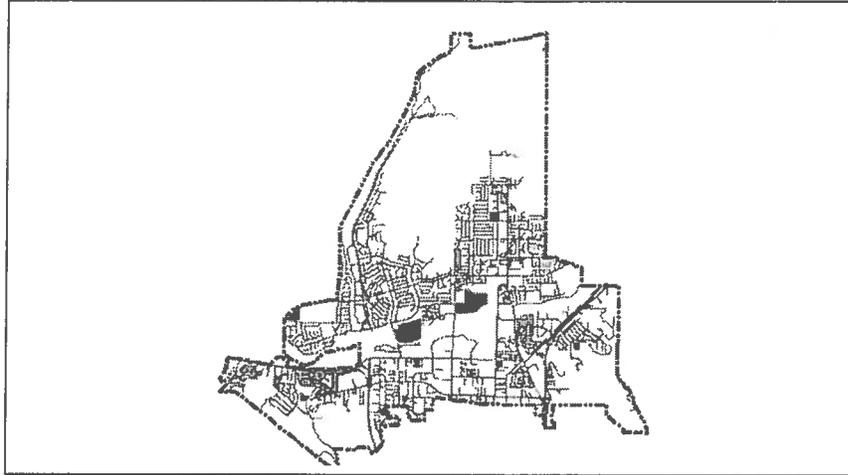
Approved as to Form

Shawn Hagerty
City Attorney

Address:
10601 Magnolia Avenue
Santee, CA 92071
T: 619-258-4100 X-295
Fax: 619-562-0649

Contact information for the person who should receive KaBOOM! invoices:	
Name: Terry Rodgers	Telephone number: 619-258-4100 X-127
Mailing Address: 10601 Magnolia Avenue Santee, CA 92071	Email: trodgers@cityofsanteeca.gov
Fax: 619-258-4189	

Ball Field Improvements CIP 2011-34 • Park Project



Project Location: Various Athletic Fields at City Parks and School Sites

Description: General improvements to City ball fields, including infield, outfield, turf, sports lighting and other general site improvements. The project will also require the construction of irrigation systems, expanding turf, replacing fencing, etc.

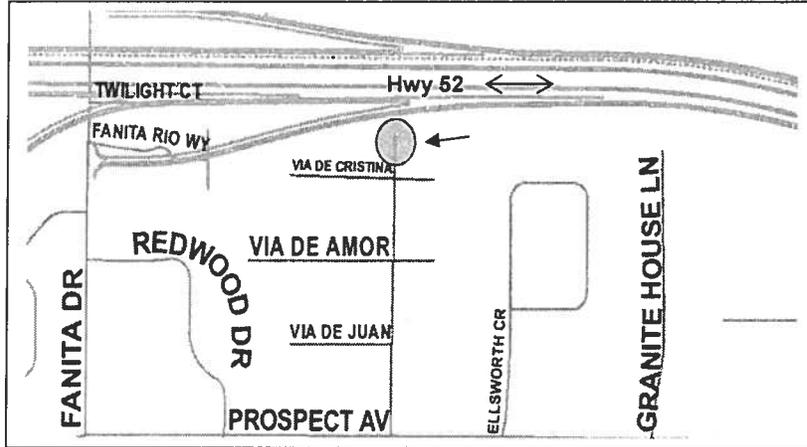
Justification: This project will standardize athletic fields throughout the City to provide all Santee youth similar playing experiences.

Operating Impact: The school district, in partnership with the City, will maintain the improvements proposed at school sites. The City will perform the annual agricultural work as needed. The net operating impact to the City is estimated at \$60,000.

	Prior Year						
	Expenditures	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total
Expenditures:							
Planning/Design	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000
Land Acquisition	-	-	-	-	-	-	-
Construction	270,000	120,000	120,000	120,000	120,000	120,000	870,000
Total	\$ 270,000	\$ 150,000	\$ 1,020,000				
Source of Funds:							
Park-in-Lieu Fees	\$ 270,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 1,020,000
Total	\$ 270,000	\$ 150,000	\$ 1,020,000				

Park on Via de Cristina

CIP 2014-31 • Park Project



Project Location: Via de Cristina

Description: This project will provide for public input meetings, design and construction of a new mini park at Via de Victoria off Prospect and Via de Cristina. The property for this park is leased from Caltrans. Park amenities will include pathways, landscaping, playground, shade structure and site furniture.

Justification: The site is located in a park deficient neighborhood. Development could include a passive park area to serve nearby residential properties.

Operating Impact: A one acre park will require approximately \$11,000 per year for ongoing maintenance

	Prior Year					
Expenditures	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total
Expenditures:						
Planning/Design	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ 140,000
Land Acquisition	-	-	-	100,000	-	100,000
Construction*	-	860,000	-	-	-	860,000
Total	\$ -	\$ 1,000,000	\$ -	\$ 100,000	\$ -	\$ 1,100,000
Source of Funds:						
Park-in-Lieu Fees	\$ -	\$ 742,600	\$ -	\$ 100,000	\$ -	\$ 842,600
2012 Housing Related Parks Program Grant	-	117,600	-	-	-	117,600
2013 Housing Related Parks Program Grant	-	139,800	-	-	-	139,800
Total	\$ -	\$ 1,000,000	\$ -	\$ 100,000	\$ -	\$ 1,100,000

6B

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE
AWARDING THE CONSTRUCTION CONTRACT FOR THE MAST BOULEVARD TRAFFIC
SIGNAL AND COMMUNICATION SYSTEMS UPGRADE PROJECT (CIP 2012-03) AND
AUTHORIZING CHANGE ORDERS

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

This item requests City Council to award the construction contract for Mast Boulevard Traffic Signal Upgrade Project CIP 2012-03. The project will replace nine traffic signal controllers and cabinets on Mast Boulevard from Medina Drive to Magnolia Avenue. It will install new battery backup systems and video detection systems at each location, along with a new traffic signal fiber optic interconnect system that will connect the traffic signals to City Hall. The new interconnect system will help improve traffic flow along the corridor and enable staff to better monitor and react to live traffic conditions.

On December 17, 2015, the City Clerk publicly opened and examined four sealed bids. Lekos Electric, Inc. was found to be the lowest responsive and responsible bidder with a bid amount of \$866,255.00, which is 22% lower than the Engineer's Estimate of \$1,120,000.00. Staff recommends award of the contract to Lekos Electric, Inc. for the bid amount of \$866,255.00. Staff also requests authorization for the Director of Development Services to approve change orders in an amount not to exceed \$216,564.00 (25%) for unforeseen items and additional work. The change order authorization request is increased from 10% to 25% to take advantage of favorable bid pricing and provide the ability to accelerate additional traffic signal improvements at Magnolia Avenue and Braverman Drive that are currently programmed in the approved Capital Improvement Program (CIP) in FY 2016-17.

FINANCIAL STATEMENT 

Funding for this project is provided by Regional Transportation Congestion Improvement Program (RTCIP) impact fees and is included in the adopted FY 2015-16 Capital Improvement Program Budget as the Transportation Improvement Master Plan Implementation project.

Project Budget	<u>\$ 1,222,235.00</u>
Design and Bidding	\$ 26,211.56
Construction Contract	866,255.00
Construction Change Orders	216,564.00
Construction Engineering/Management	80,000.00
Total Anticipated Project Cost	<u>\$ 1,189,030.56</u>

ENVIRONMENTAL REVIEW

The project is categorically exempt from environmental review by Section 15301 (Class 1) and Section 15302 (Class 2) of the Guidelines to the California Environmental Quality Act.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION 

Adopt the attached Resolution awarding the construction contract to Lekos Electric, Inc. for a total amount of \$866,255.00, authorizing the City Manager to execute the contract and authorizing the Director of Development Services to approve change orders in an amount not to exceed \$216,564.00.

ATTACHMENTS

Resolution Bid Summary

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
AWARDING THE CONSTRUCTION CONTRACT FOR THE MAST BOULEVARD
TRAFFIC SIGNAL AND COMMUNICATION SYSTEMS
UPGRADE PROJECT (CIP 2012-03) AND AUTHORIZING CHANGE ORDERS**

WHEREAS, the City Clerk, on the 17th day of December, 2015 publicly opened and examined sealed bids for the Mast Boulevard Signal Upgrade Project (CIP 2012-03) ("Project"); and

WHEREAS, the lowest bid was submitted by Lekos Electric, Inc. in the amount of \$866,255.00; and

WHEREAS, Lekos Electric, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of \$866,255.00; and

WHEREAS, staff recommends awarding the construction contract to Lekos Electric, Inc. in the amount of \$866,255.00; and

WHEREAS, staff requests authorization to expend an amount not to exceed \$216,564.00 for unforeseen change orders and additional work; and

WHEREAS, the project is categorically exempt from environmental review by Section 15301 (Class 1) and Section 15302 (Class 2) of the Guidelines to the California Environmental Quality Act.

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

SECTION 1: The construction contract for the Mast Boulevard Traffic Signal and Communication Systems Upgrade Project (CIP 2012-03) is awarded to Lekos Electric, Inc. as the lowest responsive and responsible bidder in the amount of \$866,255.00 and the City Manager is authorized to execute the contract on behalf of the City.

SECTION 2: The Director of Development Services is authorized to approve change orders in an amount not to exceed \$216,564.00 for unforeseen change orders and additional work.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of January, 2016 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK



MAYOR
Randy Voepel

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

**Mast Boulevard Signal Upgrade Project
CIP 2012-03**

Bid Opening: December 17, 2015, 10:00 a.m.

Contractor Name	Total Bid
Lekos Electric, Inc.	\$ 866,255.00
HMS Construction, Inc.	\$ 926,504.00
Select Electric, Inc.	\$ 1,014,592.00
DBX, Inc.	\$ 1,204,459.00

Apparent Low Bidder Information

Lekos Electric, Inc.
1370 Pioneer Way
El Cajon, CA 92020
P: 619-447-7661

<u>Apparent Low Bidder Subcontractors</u>	<u>Item of Work</u>
1. Koch-Armstrong	Street and Sidewalk Improvements
2. Crosstown Electrical and Data, Inc.	Fiber Optic
3. Payco Specialties	Striping

6C

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE AUTHORIZE THE PURCHASE OF ONE NEW 2016 FORD TRANSIT CONNECT VAN TO SUPPORT TRAFFIC ENGINEERING FROM DOWNTOWN FORD SALES PER STATE OF CALIFORNIA CONTRACT #1-14-23-23A AND DECLARE ONE VEHICLE SURPLUS PROPERTY

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY This item requests City Council authorization to purchase one new 2016 Ford Transit Connect Van with accessories for Department of Development Services. This vehicle will replace vehicle V-095, a 1997 Ford Aerostar Cargo Van outfitted with front and rear light bars, cargo/occupant partition, shelving, bins and hooks used for traffic engineering activities. The existing vehicle is over 18 years old and requires frequent maintenance and repair.

Santee Municipal Code 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.110. In February 2014, the State of California Department of General Services (CA DGS) conducted a competitive process, substantially complying with Santee's Municipal Code, for procurement of fleet vehicles/trucks. Based on the requirements for the lowest responsive responsible bidder offering the best overall quality and selection of products and services, Downtown Ford Sales was a vendor awarded Contract 1-14-23-23A for various size cargo and transit connect vans for a two-year term.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing CA DGS Contract #1-14-23-23A to purchase one new 2016 Ford Transit Connect Van with standard safety features and 5-year extended warranty, outfitted with front and rear light bars, cargo/occupant partition, shelving, bins and hooks for \$32,017.23 from Downtown Ford Sales.

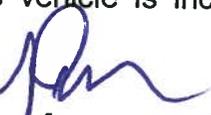
Other miscellaneous accessories will be purchased from other vendors for an additional amount not-to-exceed \$1,500.00.

CITY ATTORNEY REVIEW N/A Completed

FLEET MANAGER REVIEW N/A Completed

FINANCIAL STATEMENT 

Adequate funding for this vehicle is included in the FY 2015-16 Vehicle Replacement Fund budget.

RECOMMENDATION 

1. Authorize the purchase of one new 2016 Ford Transit Connect Van with accessories from Downtown Ford Sales for an amount not-to-exceed \$32,017.23 and authorize purchase of other miscellaneous accessories from other vendors for an additional amount not-to-exceed \$1,500.00.
2. Declare vehicle V-095, a 1997 Ford Aerostar Cargo Van, surplus upon receipt and acceptance of the new vehicle and directing sale of surplus vehicle at public auction.
3. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS

None

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE INFORMATIONAL REPORT ON THE CITY'S BEST MANAGEMENT PRACTICES DESIGN MANUAL PURSUANT TO STATE AND FEDERAL WATER QUALITY LAWS

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY

This is an informational item on the City's Best Management Practices (BMP) Design Manual and associated implementation requirements that have been developed as a result of federal and state regulations aimed at improving water quality. In accordance with the Regional Water Quality Control Board's compliance timeline, the BMP Design Manual will go into effect February 16, 2016.

The City regulates storm water discharges through a combination of ordinances, policy documents, and plans. Implementation of this plan will affect the scope of design criteria associated with land development applications. Under past regulations, development projects were required to maximize natural infiltration, and maintain pre-development levels of runoff volume. The new guidance provides more specificity and identifies additional minimum design criteria. Criteria include: 1) on-site retention of the 24-hour 85th percentile storm volume; 2) updated low impact design standards that include use of rain gardens, rain barrels, grassy swales, soil amendments, and native plants; and 3) a requirement for a feasibility study of infiltration and rain water harvesting. The attached Executive Summary provides more information.

ENVIRONMENTAL STATUS The BMP Design Manual is exempt from the provisions of the California Environmental Quality Act ("CEQA") because the amendments are an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources under State CEQA Guidelines section 15307 and the environment under State CEQA Guidelines section 15308. 

FINANCIAL STATEMENT There is no fiscal impact as a result of this item. However, program implementation, compliance, and enforcement of the City's Water Quality Plans may increase costs. These program costs are reflected in the adopted Storm Water Program budget. The majority of the program is funded through the Flood Control Fund, General Fund and Gas Tax Fund budgets. These costs are also partially offset through storm water inspection fees and enforcement actions.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION 

Receive staff report

ATTACHMENT

Best Management Practices Design Manual - Executive Summary

City of Santee BMP Design Manual



For Permanent Site Design, Storm Water Treatment and Hydromodification Management

February 2016

Prepared by:

Geosyntec
consultants

RICK
ENGINEERING COMPANY



project clean water

Summary

In May 2013, the California Regional Water Quality Control Board for the San Diego Region reissued (SDRWQCB) a municipal storm water, National Pollutant Discharge Elimination System permit (Municipal Separate Storm Sewer Systems [MS4] Permit) that covered its region. The San Diego Region is comprised of San Diego, Orange, and Riverside County Copermittees. The MS4 Permit reissuance to the San Diego County Copermittees went into effect in 2013 (Order No. R9-2013-0001).

The reissued MS4 Permit updates and expands storm water requirements for new developments and redevelopments. In February 2015, the MS4 Permit was amended by Order R9-2015-001. As required by the reissued MS4 Permit, the Copermittees have prepared a Model Best Management Practices (BMP) Design Manual (from here in referred to as the “**Manual**”) to replace the current Countywide Model Standard Urban Stormwater Mitigation Plan (SUSMP), dated March 25, 2011, which was based on the requirements of the 2007 MS4 Permit.

What this Manual is intended to address:

This Manual addresses updated onsite post-construction storm water requirements for Standard Development Projects (SDPs) and Priority Development Projects (PDPs), and provides updated procedures for planning, preliminary design, selection, and design of permanent storm water BMPs based on the performance standards presented in the MS4 Permit. **The model Manual has been modified by the City of Santee to include jurisdiction-specific requirements as described in the “Local Implementation” section below.**

At the local level, the intended users of the BMP Design Manual include project applicants, for both private and public developments, their representatives responsible for preparation of Storm Water Quality Management Plans (SWQMPs) and City personnel responsible for review of these plans.

The following are significant updates to storm water requirements of the MS4 Permit compared to the 2007 MS4 Permit and 2011 Countywide Model SUSMP:

- PDP categories have been updated, and the minimum threshold of impervious area to qualify as a PDP has been reduced.
- Many of the low impact development (LID) requirements for site design that were applicable only to PDPs under the 2007 MS4 Permit are applicable to all projects (SDPs and PDPs) under the current MS4 Permit.
- The standard for storm water pollutant control (formerly treatment control) is retention of the 24-hour 85th percentile storm volume, defined as the event that has a precipitation total greater than or equal to 85 percent of all daily storm events larger than 0.01 inches over a given period of record in a specific area or location.
- For situations where onsite retention of the 85th percentile storm volume is technically not feasible, biofiltration must be provided to satisfy specific “biofiltration standards”. These standards consist of a set of siting, selection, sizing, design and operation and maintenance (O&M) criteria that must be met for a BMP to be considered a “biofiltration BMP” – see Section 2.2.1 and Appendix F.
- Exemptions from hydromodification management are reduced, and certain categories of exemptions that are not identified in the MS4 Permit must be identified in a Watershed

City of Santee BMP Design Manual

Management Area Analysis (WMAA).

- The flow control performance standard for hydromodification management is based on controlling flow to pre-development condition (natural) rather than pre-project condition.
- Hydromodification management requirements are expanded to include requirements to protect critical coarse sediment yield areas.
- Alternative (offsite) compliance approaches are provided as an option to satisfy pollutant control or hydromodification management performance standards if and when the City implements an Alternative Compliance Program. Copermittees are given discretion by the MS4 Permit to allow the project applicants to participate in an alternative compliance program without demonstrating technical infeasibility of retention and/or biofiltration BMPs onsite.

What this manual does not address:

This manual provides guidelines for compliance with onsite post-construction storm water requirements in the MS4 Permit, which apply to both private and public projects. The MS4 Permit includes provisions for discretionary participation in alternative compliance program and implementation of “Green Streets” design concepts. As these elements are jurisdiction-specific and in different stages of development across the San Diego region, this manual which precedes development of local implementation guidance, **does not provide guidance for participation in Alternative Compliance Program nor is intended to serve as a Green Streets Design Manual.** This manual only indicates the conditions under which project applicants, public or private, can seek to participate in alternative compliance or implement Green Streets at the discretion of local jurisdictions. Additionally, this manual addresses only post-construction storm water requirements and is not intended to serve as a guidance or criteria document for construction-phase storm water controls.

Disclaimer

Currently, some of the Copermittees are pursuing a subvention of funds from the State to pay for certain activities required by the 2007 Municipal Permit, including activities that require Copermittees to perform activities outside their jurisdictional boundaries and on a regional or watershed basis. Nothing in this manual should be viewed as a waiver of those claims or as a waiver of the rights of Copermittees to pursue a subvention of funds from the State to pay for certain activities required by the MS4 Permit, including the preparation and implementation of the BMP Design Manual. In addition, several Copermittees have filed petitions with the State Board challenging some of the requirements of Provision E of the MS4 Permit. Nothing in this manual should be viewed as a waiver of those claims. Because the State Board has not issued a stay of the 2013 Municipal Permit, Copermittees must comply with the MS4 Permit’s requirements while the State Board process is pending.

This manual is organized in the following manner:

An introductory section titled “How to Use this Manual” provides a practical orientation to intended uses and provides examples of recommended workflows for using the manual.

Chapter 1 provides information to help the manual user determine which of the storm water management requirements are applicable to the project; source controls/site design, pollutant controls, and hydromodification management. This chapter also introduces the procedural requirements for preparation, review, and approval of project submittals. General jurisdiction

City of Santee BMP Design Manual

requirements for processing project submittals are provided in this chapter.

Chapter 2 defines the performance standards for source control and site design BMPs, storm water pollutant control BMPs, and hydromodification management BMPs based on the MS4 Permit. These are the underlying criteria that must be met by projects, as applicable. This chapter also presents information on the underlying concepts associated with these performance standards to provide the project applicant with technical background; explains why the performance standards are important; and gives a general description of how the performance standards can be met.

Chapter 3 describes the essential steps in preparing a comprehensive storm water management design and explains the importance of starting the process early during the preliminary design phase. By following the recommended procedures in Chapter 3, project applicants can develop a design that complies with the complex and overlapping storm water requirements. This chapter is intended to be used by both Standard Projects and PDPs; however, certain steps will not apply to SDPs (as identified in the chapter).

Chapter 4 presents the source control and site design requirements to be met by all development projects and is therefore intended to be used by SDPs and PDPs.

Chapter 5 applies to PDPs. It presents the specific process for determining which category of onsite pollutant control BMP, or combination of BMPs, is most appropriate for the PDP site and how to design the BMP to meet the storm water pollutant control performance standard. The prioritization order of onsite pollutant control BMPs begins with retention, then biofiltration, and finally flow-thru treatment control (in combination with offsite alternative compliance). Chapter 5 does not apply to SDPs.

Chapter 6 applies to PDPs that are subject to hydromodification management requirements. This chapter provides guidance for meeting the performance standards for the two components of hydromodification management: protection of critical coarse sediment yield areas and flow control for post-project runoff from the project site. Chapter 6 incorporates applicable requirements of the "Final Hydromodification Management Plan (HMP) Prepared for County of San Diego, California," dated March 2011, with modifications based on updated requirements in the MS4 Permit. Chapter 6 does not apply to SDPs or to PDPs with only pollutant control requirements.

Chapter 7 addresses the long term O&M requirements of structural BMPs presented in this manual, and mechanisms to ensure O&M in perpetuity. Chapter 7 applies to PDPs only and is not required for SDPs; however SDPs may use this chapter as a reference.

Chapter 8 describes the specific requirements for the content of project submittals to facilitate local jurisdictions' review of project plans for compliance with applicable requirements of the manual and the MS4 Permit. This chapter is applicable to SDPs and PDPs. This chapter pertains specifically to the content of project submittals, and not to specific details of jurisdictional requirements for processing of submittals; it is intended to complement the requirements for processing of project submittals that are included in Chapter 1.

Appendices to this manual provide detailed guidance for BMP design, calculation procedures, worksheets, maps and other figures to be referenced for BMP design. These Appendices are not intended to be used independently from the overall manual – rather they are intended to be used only as referenced in the main body of the manual.

This manual is organized based on project category. Requirements that are applicable to both Standard Projects and PDPs are presented in Chapter 4. Additional requirements applicable only to

City of Santee BMP Design Manual

PDPs are presented in Chapters 5 through 7. While source control and site design BMPs are required for all projects inclusive of Standard Projects and PDPs, structural BMPs are only required for PDPs. Throughout this manual, the term "structural BMP" is a general term that encompasses the pollutant control BMPs and hydromodification management BMPs required for PDPs under the MS4 Permit. A structural BMP may be a pollutant control BMP, a hydromodification management BMP, or an integrated pollutant control and hydromodification management BMP. Hydromodification management BMPs are also referred to as flow control BMPs in this manual.

Local Implementation

Certain programs and procedures will vary by jurisdiction¹. For example, available alternative compliance programs, available mechanisms for long term O&M of structural BMPs, project review procedures, and structural BMP verification procedures may differ by jurisdiction. Each local jurisdiction will create a local BMP Design Manual based on this manual to implement the requirements of the MS4 Permit and to include the specific local procedures. Where programs or procedures are expected to vary by jurisdiction, this manual provides a designated section for the local information to be added.

¹ The term "jurisdiction" is used in this manual to refer to individual Copermitees who have independent responsibility for implementing the requirements of the MS4 Permit.

**CDC SUCCESSOR AGENCY
AGENDA STATEMENT**

9A

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD FROM JULY 1, 2016 TO JUNE 30, 2017 ("ROPS 16-17")**

DIRECTOR/DEPARTMENT Tim K. McDermott, Director of Finance

SUMMARY

On December 29, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, which addressed the constitutionality of Assembly Bills 1x26 and 1x27 ("AB 26" and "AB 27"). The Court upheld, in large part, the constitutionality of AB 26 and overturned AB 27 in its entirety. In accordance with this decision, all redevelopment agencies in the state of California have been dissolved effective February 1, 2012. On January 11, 2012 the City Council elected to become the successor agency to the Santee Community Development Commission ("CDC"). As the Successor Agency, the City has certain administrative and other responsibilities for the winding down of redevelopment activities.

One such requirement is the preparation of the Recognized Obligation Payment Schedules ("ROPS"). The ROPS lists all of the "enforceable obligations" of the CDC Successor Agency, the minimum amounts and due dates of payments required for each enforceable obligation and the source of funding for each required payment. Pursuant to Health and Safety Code section 34177 (o) (1) the ROPS is now filed annually. The attached resolution adopts the ROPS covering the period from July 1, 2016 through June 30, 2017 ("ROPS 16-17"). The Successor Agency Oversight Board will meet on January 28, 2016 to review and approve the ROPS in order to meet the February 1, 2016 filing deadline with the County Auditor-Controller, State Controller's Office and the State Department of Finance.



FINANCIAL STATEMENT

Adoption of the attached resolution along with the January 28, 2016 approval by the CDC Successor Agency Oversight Board will provide for the receipt of \$5,606,884 in property tax revenues in order to satisfy the enforceable obligations listed on the ROPS for fiscal year 2016-17.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Adopt the attached resolution



ATTACHMENTS (Listed Below)

Resolution

Resolution No. CDCSAOB 02-2015

**A RESOLUTION OF THE SANTEE COMMUNITY DEVELOPMENT COMMISSION
SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING THE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD
FROM JULY 1, 2016 TO JUNE 30, 2017 (“ROPS 16-17”)**

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

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

WHEREAS, as part of the 2011-12 State budget bill, companion bills AB 1X26 and AB 1X27, eliminated the redevelopment functions of the CDC and required their dissolution; and

WHEREAS, on January 11, 2012, the City Council elected to become the successor agency to the CDC (“CDC Successor Agency”); and

WHEREAS, in accordance with Health and Safety Code section 34177 (o) (1), the ROPS for the period from July 1, 2016 through June 30, 2017 (“ROPS 16-17”) must be approved by the CDC Successor Agency and Successor Agency Oversight Board and submitted to the County Auditor-Controller, State Controller, and the State Department of Finance for review by February 1, 2016.

NOW THEREFORE BE IT RESOLVED, by the Community Development Commission Successor Agency Oversight Board of the City of Santee, California, as follows:

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

Section 2. Approval of ROPS. The ROPS for the period from July 1, 2016 through June 30, 2017 (“ROPS 16-17”) is hereby approved, in substantially the form attached hereto as Exhibit A.

Section 3. Posting; Transmittal to Appropriate Agencies. The approved ROPS 16-17 shall be submitted to the County Auditor-Controller, the State Controller’s Office and the State Department of Finance by February 1, 2016, and posted on the Successor Agency’s web site.

Section 4. Effective Date. This Resolution shall become effective upon its adoption.

Resolution No. CDCSAOB 02-2015

ADOPTED by the Santee Community Development Commission Successor Agency Oversight Board at a Special Meeting thereof held this 28th day of January 2016 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

WARREN H. SAVAGE JR., CHAIRPERSON

ATTEST:

PAMELA A. WHITE, SECRETARY

Attachments: Exhibit A: Recognized Obligation Payment Schedule for the Period from July 1, 2016 through June 30, 2017 ("ROPS 16-17")

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
For the Period from July 1, 2016 to June 30, 2017 ("ROPS 16-17")

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: _____
County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):			
A Bond Proceeds Funding	\$ 461,415	\$ -	\$ 461,415
B Reserve Balance Funding	460,724	-	460,724
C Other Funding	691	-	691
E Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 4,044,847	\$ 1,562,037	\$ 5,606,884
F Non-Administrative Costs	3,955,497	1,472,687	5,428,184
G Administrative Costs	89,350	89,350	178,700
H Current Period Enforceable Obligations (A+E):	\$ 4,506,262	\$ 1,562,037	\$ 6,068,299

certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named successor
 agency.

 Warren H. Savage Jr.
 Name

 Chair

 Title

 1/28/2016
 Signature

 Date

Santee Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A Item #	B Project Name/Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K ROPS 16-17 Total	16-17A					Q 16-17A Total	R Non-Redevelopment Pr (Non-RF)						
											L Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			P RPTTF			S Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Bond Proceeds	Reserve Balance
											Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin								
								\$ 88,551,344		\$ 6,068,299	\$ 460,724	\$ -	\$ 691	\$ 3,955,497	\$ 89,350	\$ 4,506,262	\$ -	\$ -					
1	Tax Allocation Bonds 2005 Series A	Bonds Issued On or Before 12/31/10	1/25/2005	8/1/2033	U.S. Bank (trustee)	Primarily non-housing projects and refunding	Santee	25,910,086	N	\$ 1,428,797			691	1,050,101		\$ 1,050,792							
2	Tax Allocation Bonds 2011 Series A	Bonds Issued After 12/31/10	3/4/2011	8/1/2041	U.S. Bank (trustee)	Non-housing projects	Santee	50,149,944	N	\$ 2,187,626				1,372,444		\$ 1,372,444							
3	Tax Allocation Bonds 2011 Series B	Bonds Issued After 12/31/10	3/4/2011	8/1/2041	U.S. Bank (trustee)	Affordable housing project	Santee	10,350,388	N	\$ 481,000				281,750		\$ 281,750							
4	Bond trustee fees	Fees	1/25/2005	8/1/2041	U.S. Bank	Bond trustee fees (items 1-3)	Santee	100,500	N	\$ 4,500						\$ -							
5	Arbitrage rebate analysis	Fees	5/11/2005	8/1/2041	BLX Group Inc.	Arbitrage rebate calculations (items 1-2)	Santee	56,050	N	\$ -						\$ -							
6	Continuing disclosure reporting	Fees	1/18/2012	8/1/2041	KNN Public Finance	Continuing disclosure reporting (items 1-3)	Santee	18,750	N	\$ 750						\$ -							
7	Project management agreement	Improvement/Infrastructure	3/11/2011	12/31/2014	SourcePoint	Prospect Ave. and Town Center improvement projects	Santee	1,636,926	N	\$ 1,636,926	460,724			1,176,202		\$ 1,636,926							
10	Successor agency administration	Admin Costs	7/1/2014	6/30/2016	City of Santee	Administrative cost reimbursement	Santee	178,700	N	\$ 178,700					89,350	\$ 89,350							
16	Housing entity administrative cost allowance	Housing Entity Admin Cost	7/1/2014	6/30/2016	Housing Authority of the County of San Diego	Housing entity administrative cost allowance	Santee	150,000	N	\$ 150,000				75,000		\$ 75,000							
17	Unfunded obligation - 2005 Tax Allocation Bonds January 2015 debt service	Bonds issued On or Before 12/31/10	1/25/2005	8/1/2033	U.S. Bank (trustee)	Other available funding sources were over-estimated for Feb. 1, 2015 debt service payment resulting in insufficient RPTTF having been requested	Santee		N	\$ -						\$ -							

**Santee Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [CASH BALANCE TIPS SHEET](#)

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
ROPS 15-16A Actuals (07/01/15 - 12/31/15)								
1	Beginning Available Cash Balance (Actual 07/01/15)		5,416,681			9,966	21,483	
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015		22,639			691	2,882,918	
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)		126,788			4,045	2,818,394	
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		4,140,808					
5	ROPS 15-16A RPTTF Balances Remaining	No entry required						
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ 1,171,724	\$ -	\$ -	\$ 6,612	\$ 86,007	
ROPS 15-16B Estimate (01/01/16 - 06/30/16)								
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ 5,312,532	\$ -	\$ -	\$ 6,612	\$ 86,007	
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016		20,000			-	1,563,914	
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)		711,000			5,921	1,584,885	
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		4,160,808					
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ 460,724	\$ -	\$ -	\$ 691	\$ 65,036	

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 27, 2016

AGENDA ITEM NO.

ITEM TITLE REPORT ON COMPREHENSIVE MUNICIPAL CODE UPDATE PROCESS

DIRECTOR/DEPARTMENT Shawn Hagerty, City Attorney

SUMMARY

When the City of Santee incorporated in 1980, it adopted the County of San Diego's Code, as is the standard practice for newly incorporated cities. Since incorporation, the City has amended the Code on multiple occasions to reflect City practices and to tailor the Code to Santee's needs. While major portions of the Code have been revised and updated over time, the City has not performed a comprehensive update of the entire Code. Such a comprehensive update of the entire Code will help the City keep pace with changes in technology, law, and business practices, and will assist the City in effectively conducting the public's business.

As part of the adopted FY 2015-16 and FY 2016-17 two-year operating budget, funds have been allocated within the City Attorney budget to commence a comprehensive update of the Municipal Code. As outlined below, we will commence work on the update in February and work to complete the update by June of 2017. Our initial focus will be on all portions of the Code other than the building, zoning and land use sections. The building, zoning and land use section involve significant policy questions and our plan is to address these sections separately. Our anticipated work plan for this effort at this time is as follows:

Dates	Municipal Code Titles	Primary Departmental Coordination
February – April	Administration and personnel	City Manager, City Clerk, Human Resources
May – June	Revenue, finance, and business regulations	Finance
July – August	Health, sanitation, public safety	Sheriffs, Code Enforcement, Public Services, Fire
September – October	Public services, public works	Public Services, Community Services and Recreation, Development Services
November – March 2017	Building, zoning, land development	Development Services, Building Division

FINANCIAL STATEMENT *m* The adopted FY 2015-16 and FY 2016-17 operating budget includes \$30,000 each year for a comprehensive update to the Municipal Code

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *kw* Receive report and provide direction as needed

ATTACHMENTS None