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

City of Santee
Regular Meeting Agenda

Santee City Council
CDC Successor Agency
Santee Public Financing Authority

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

March 23, 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: Academic League Recognition – Santana High School Champions

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 January 27, 2016, February 10, 2016 and February 24, 2016 Regular Meetings and the Santee City Council January 28, 2016 Special Meeting.

(C) Approval of Payment of Demands as presented.

(D) Approval of the expenditure of $62,024.12 for February 2016 Legal Services and related costs.

(E) Second Reading and adoption of an Ordinance amending Chapter 10.36 of the Santee Municipal Code relating to speed limits.

(F) Approval of a merit pay increase for the City Clerk.

(G) Adoption of a Resolution awarding the construction contract for the Citywide Crack Sealing Program 2016 Project (CIP 2016-01) to American Asphalt South, Inc. for a total amount of $33,011.00 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 $3,300.00.

2. PUBLIC HEARING: None

3. ORDINANCES:

See item 1(E)

4. CITY COUNCIL ITEMS AND REPORTS:

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

(A) Approval of a Community Facilities District reimbursement agreement and a Community Facilities District advance deposit agreement with Pardee Homes, Incorporated and authorization of the execution of professional services agreements in consideration of the formation of a Mello-Roos Community Facilities District. (Castlerock)

Recommendation

1. Authorize the City Manager to execute a Community Facilities District Reimbursement Agreement and a Community Facilities District Advance Deposit Agreement with Pardee Homes, Inc.; and
2. Authorize the City Manager to execute professional services agreements with Albert A. Webb Associates (special tax consultant), Best Best & Krieger (bond counsel) and KNN Public Finance (financial advisor).

(B) Resolution amending the Capital Improvement Program to include the Mission Gorge Road Median Installation Project between Riverview Parkway and First Street, authorizing the City Manager to execute a supplement agreement with the State Of California to receive Highway Safety Improvement Program (HSIP) grant funding, appropriating funds for the project and finding the project exempt under the California Environmental Quality Act.

Recommendation:
Adopt the Resolution:

1. Amending the Capital Improvement Program to include the Mission Gorge Road Median Installation project (CIP 2015-13); and
2. Authorizing the City Manager to execute a Program Supplement Agreement with Caltrans for the HSIP grant funds in the amount of $97,000 for the design of the Mission Gorge Road Median Installation project (CIP 2015-13); and
3. Appropriating funds in the amount of $828,745, comprised of $780,000 in HSIP grant funds plus $48,745 in developer contributions; and
4. Finding CIP 2015-13 exempt under the California Environmental Quality Act.

(C) Authorize appropriation and expenditure of 2015 State Homeland Security grant funds in accordance with all program requirements and approve purchase of APX 7000 portable radios from Motorola Incorporated as a "sole source" vendor per utilization of County of San Diego Cooperative Regional Communications Systems (RCS) contract.

Recommendation

1. Authorize the appropriation and expenditure of 2015 State Homeland Security Grant to purchase new radio equipment; and
2. Find, determine and approve that, due to special circumstances, it would be in the City's best interest to purchase APX 7000 digital portable radios from Motorola Incorporated as a sole source vendor via County of San Diego Contract #552544 for an amount not to exceed $40,799.25.

7. COMMUNICATION FROM THE PUBLIC:

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

8. CITY MANAGER REPORTS:

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

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

11. CITY ATTORNEY REPORTS:

12. CLOSED SESSION:

(A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Gov. Code section 54956.8)
Property: Parcel 3 of Parcel Map 20177
Real Property Negotiator: Interim City Manager
Negotiating Parties: County of San Diego
Under Negotiation: Price and Terms of Payment

13. ADJOURNMENT:

March & April Meetings

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
Apr	07	SPARC	Civic Center Building 7
Apr	11	Community Oriented Policing Committee	Council Chamber
Apr	13	City Council Meeting	Council Chamber
Apr	27	City Council Meeting	Council Chamber

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

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

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

AFFIDAVIT OF POSTING AGENDA

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

I, Patsy Bell, CMC, City Clerk of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on March 18, 2016, at 4:00 p.m.

03/18/16

Signature Date

PRES

City of Santee

COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE RECOGNITION OF SANTANA HIGH SCHOOL ACADEMIC LEAGUE VARISTY AND JUNIOR VARSITY TEAMS

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

The Academic League is a nationwide program featuring the best and brightest high school students. Since the competition uses questions taken from the curriculum taught in the California high schools, this is a uniquely academic/intellectual pursuit that combines the type of competition seen on any athletic field. The students are challenged in the areas of Science, Social Science, English Language Arts, Fine Arts, Mathematics and Current Events.

Once again, Santana High School has brought great honor to our town. The Santana Junior Varsity and Varsity Academic League teams have won first place in the 2015-2016 Academic Competition. This is out of 11 high schools in the district. We're very proud of their accomplishments and have invited both teams to the Council meeting to receive some much deserved recognition.

The Junior Varsity team was coached by Becky Short and includes Captain Brandan Taing, Derek Cantor, Timothy Paule, Jon Huson, Narrie, Loftus, Rafael Casana, Trevor Seddon, Ruby Hays, Nick Roberts, Charlie Primbs, Joseph Killian, David Mckenzie, Will Swanson, Parker Partain, Elissa Brees and Alexandria Beckom.

The Varsity team was coached by Brooke Crocker and includes Captain Kasey Stoudt, Brett Stangle, Khadizhat Dakaeva, Nathan Garrett, Zachary Shoemaker, Daniel Wilcox, Caitlyn McFadden, Pierce Howell, Gavin Wray, Leslie Santos, Brandon Weaver, Sivar Azadi, Sydney Benjamin and Rency Mallari.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW ☑ N/A ☐ Completed

RECOMMENDATION ✓ Present certificates.

ATTACHMENTS (Listed Below)

None.

Printed on recycled paper

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL, THE CDC SUCCESSOR AGENCY AND THE SANTEE PUBLIC FINANCING AUTHORITY JANUARY 27, 2016, FEBRUARY 10, 2016 AND FEBRUARY 24, 2016 REGULAR MEETINGS AND SANTEE CITY COUNCIL JANUARY 28, 2016 SPECIAL MEETING.

DIRECTOR/DEPARTMENT Patsy Bell, City Clerk PB

SUMMARY

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

FINANCIAL STATEMENT
N/A

CITY ATTORNEY REVIEW ☑ N/A ☐ Completed

RECOMMENDATION
Approve Minutes as presented.

ATTACHMENTS (Listed Below)
January 27, 2016 Minutes – Regular Meeting
January 28, 2016 Minutes – Special Meeting
February 10, 2016 Minutes – Regular Meeting
February 24, 2016 Minutes – Regular Meeting

Minutes

Draft

Santee City Council
Community Development Commission
Santee Public Financing Authority

Council Chambers
10601 Magnolia Avenue
Santee, California

January 27, 2016

This Regular Meeting of the Santee City Council, CDC Successor Agency and the Santee Public Financing Authority was called to order by Mayor/Chairperson/Chair Randy Voepel at 7:05 p.m.

Council Members present were: Mayor/Chair Randy Voepel, and Council/Authority Member Ronn Hall, Rob McNelis and John W. Minto. Vice Mayor/Vice Chair Jack E. Dale entered the meeting at 7:25 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.)

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

PRESENTATION: League of CA Cities Recognition of John W. Minto
Council Member Hall introduced Catherine Hill, League of California Cities, and she presented a Certificate of Recognition to Council Member Minto for his service to the League of California Cities.

ADJOURNMENT IN MEMORY: Michael Benoit
Council Member Hall presented a Certificate of Adjournment to Michael Benoit's daughter, Natalie Davis, and other family members in attendance.

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA: City Clerk Bell noted that Vice Mayor Dale, who will be arriving at about 7:30 p.m., requested an abstention be registered for him on Item 2(A) due to a conflict of interest.

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 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. (Reso 005-2016)

(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 (Reso 006-2016)

(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 (Reso 007-2016)

(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. (Ord 538)

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

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 (Reso 008-2016, 009-2016, 010-2016)

The Public Hearing was opened at 7:25 p.m.

ENTERED INTO THE RECORD:
Staff provided the final Responses to Comments on the Draft Mitigated Negative Declaration (MND) and an Errata Sheet to the MND that details proposed changes to the Mitigation Monitoring and Reporting Program and Initial Study. Correspondence was received from Van Collinsworth, Preserve Wild Santee, after the issuance of the agenda was also distributed.

Director of Development Services Melanie Kush introduced the item and Senior Planner John O'Donnell presented a staff report utilizing a PowerPoint presentation. He and Director of Development Services Melanie Kush answered Council's questions.

Vice Mayor Dale entered the meeting at 7:40 p.m., but because of a conflict of interest on this item was not present on the dais.

PUBLIC SPEAKERS:
In Support:
- Stacey LoMedico
- Erik Wiese
- Efren Joelson, Applicant, Watt Communities
- Jeff Ragland, Applicant, Watt Communities
- Ryan Gardner, Rincon Consultants

In Opposition:
- Van Collinsworth, Preserve Wild Santee, submitted written comments for the record.
- Stephen Houlahan

Neutral
- Mike Elerding

During discussion, staff answered Council's questions regarding the removal of the current radio antennas, a mini-park, the inclusion of rain barrels, the pre-wiring of homes for solar panels on some homes versus all homes, and inclusion of 220 volt vehicle chargers in all the homes. The applicant agreed to add the pre-wiring for electrical vehicle charging stations in all the homes.

ACTION: On motion of Council Member Hall, seconded by Council Member Minto, the Public Hearing was closed at 8:25 p.m., the Resolution approving the Mitigated Negative Declaration as complete and in compliance with the provisions of the California Environmental Quality Act was adopted, and the two Resolutions approving TM2015-2 and DR2015-4 were adopted as amended, to include all homes being pre-wired for electrical vehicle charging stations, with all voting aye, except Vice Mayor Dale who abstained.

Vice Mayor Dale took his seat at the dais at 8:26 p.m.

(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. (Reso 011-2016, 012-2016, 013-2016)

The Public Hearing was opened at 8:26 p.m.

ENTERED INTO THE RECORD:
Staff provided Responses to Comments on the draft Subsequent Mitigated Negative Declaration (MND) that have been finalized and are to be included in the final Subsequent MND, as well as the Errata Sheet to the Subsequent MND that deletes references to a SANDAG document recently invalidated by the courts and now references an updated SANDAG document. Also provided, is correspondence received from Van Collinsworth, Preserve Wild Santee, that was received after the issuance of the agenda.

Director of Development Services Melanie Kush introduced the item and Senior Planner John O'Donnell presented a staff report utilizing a PowerPoint presentation. He and Director of Development Services Melanie Kush answered Council's questions.

PUBLIC SPEAKERS:
Van Collinsworth, representing Preserve Wild Santee, and Stephen Houlahan spoke in opposition.

ACTION: After brief discussion, on motion of Council Member McNelis, seconded by Council Member Minto, the Public Hearing was closed at 8:40 p.m., the Resolution approving the Subsequent Mitigated Negative Declaration as complete and in compliance with the provisions of the California Environmental Quality Act was adopted, and the two Resolutions approving TM2015-5 and DR2015-9 were adopted with all voting aye.

3. ORDINANCES:

See Item 1(H)

4. CITY COUNCIL ITEMS AND REPORTS:

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

Mayor Voepel noted that there are four committees on which the Council Members sit where the Representative position receives a stipend. Therefore, those appointments need to be approved separately with the City Representative abstaining from the vote.

The following actions took place:

ACTION: On motion of Council Member McNelis, seconded by Council Member Minto, Council Member Hall was appointed as Representative and Council Member Minto as Alternate on the **Heartland Communications Facility Commission** with all voting aye, except Council Member Hall who abstained.

ACTION: On motion of Council Member Hall, seconded by Council Member Minto, Council Member McNelis was appointed as Representative and Council Member Hall as Alternate on the **Heartland Fire Training Facility Authority Commission** with all voting aye, except Council Member McNelis who abstained. Council Member McNelis noted that he waived receiving the stipend for this committee.

ACTION: On motion of Council Member Hall, seconded by Council Member McNelis, Council Member Minto was appointed as Representative and Council Member McNelis as Alternate on the **Metropolitan Transit Services Committee** with all voting aye, except Council Member Minto who abstained.

ACTION: On motion of Council Member McNelis, seconded by Council Member Hall, Vice Mayor Dale was appointed as Representative, Council Member Minto as First Alternate and Council Member McNelis as Second Alternate on the **San Diego Association of Governments Board** (SANDAG) with all voting aye, except Vice Mayor Dale who abstained.

ACTION: On motion of Mayor Voepel, seconded by Council Member Minto, the continuance of all remaining positions, standing groups, alternates, and representation as listed in the staff report were reaffirmed, with all voting aye.

Council Member Hall requested that he be considered for appointment as Alternate for the League of California Cities.

ACTION: On motion of Vice Mayor Dale, seconded by Council Member Minto, Council Member Hall was appointed as the Alternate for the League of California Cities with all voting aye, except Council Member Hall who abstained.

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)

Director of Development Services Melanie Kush introduced the item and Associate Planner Michael Coyne presented the staff report utilizing a PowerPoint presentation. He and Director of Development Services Kush answered Council's questions.

PUBLIC SPEAKERS:
In Support:

- Jeff Barfield, Sam Santee LLC/MasterCraft Homes
- Dan Thompson, MasterCraft Homes
- Rick Walker
- Erik Wiese

In Opposition:

- Stephen Houlahan

During discussion, the 14' trail with split rail fencing, lighting on the trail, electrical vehicle charging stations, solar and consideration of larger lots and 3-car garages were discussed.

ACTION: On motion of Council Member Minto, seconded by Council Member McNelis, staff was directed to proceed with processing an application requesting the proposed change to the Town Center Specific Plan, with all voting aye, except Vice Mayor Dale who voted no.

6. NEW BUSINESS:

(A) Approve Letter of Agreement with KaBOOM for playground grants.

Community Services Director Bill Maertz presented the staff report and answered Council's questions.

ACTION: On motion of Council Member Minto, seconded by Council Member McNelis, the Letter of Intent and the Letter of Agreement/contract were approved and the City Manager was authorized to execute any documents associated with "Build it with KaBOOM" playground grants with all voting aye.

(B) Resolution awarding the construction contract for the Mast Boulevard Traffic Signal and Communication Systems Upgrade Project (CIP 2012-03) and authorizing change orders (Reso 014-2016)

Principal Traffic Engineer Minjie Mei presented the staff report and answered Council's questions.

ACTION: On motion of Council Member Minto, seconded by Council Member McNelis, the Resolution awarding the construction contract to Lekos Electric 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 up to $216,564.00 was adopted with all voting aye.

(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.

ACTION: On motion of Mayor Voepel, seconded by Vice Mayor Dale, staff was authorized to purchase a new 2016 Ford Transit Connect Van with accessories from Downtown Ford Sales and to declare Vehicle V-095, a 1997 Ford Aerostar Cargo Van, as surplus upon receipt and acceptance of the new vehicle and direct sale of surplus vehicle at public auction, and the City Manager was authorized to execute all necessary documents, with all voting aye.

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

Director of Development Services Melanie Kush introduced Storm Water Program Manager Cecilia Tipton who presented the staff report utilizing a PowerPoint presentation. She, Director of Development Services Melanie Kush and Principal Civil Engineer Scott Johnson answered Council's questions.

During discussion, the importance of adequate staffing to address stormwater issues was discussed and Council requested staff provide periodic reports on stormwater compliance.

7. COMMUNICATION FROM THE PUBLIC: None

8. CITY MANAGER REPORTS: None

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") (Reso CDCSA 001-2016)

ACTION: On motion of Council Member Minto, seconded by Mayor Voepel, the Resolution approving the Recognized Obligation Payment Schedule was adopted with all voting aye.

10. SANTEE PUBLIC FINANCING AUTHORITY:

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

11. CITY ATTORNEY REPORTS:

(A) Report on comprehensive Municipal Code update process.

City Attorney Shawn Hagerty provided a brief staff report and noted the process will be happening over this and next fiscal year with items coming back to Council for direction as needed.

12. CLOSED SESSION:

Council Members recessed at 10:06 p.m. and convened in Closed Session at 10:12 p.m. with all Members present.

(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

Council Members reconvened in Open Session at 10:56 p.m. with all Members present. Mayor Voepel stated that information was received for Item 12(A), direction was given to staff on Item 12(B), and for Item 12(C), terms of settlement were authorized that, when executed, will be made public, and all voted aye, except Council Member Hall who abstained.

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:57 p.m. in Memory of Michael Benoit.

Date Approved: _____

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

Minutes

Santee City Council

Draft

Council Chamber
10601 Magnolia Avenue
Santee, California

January 28, 2016
8:00 a.m.

1. Call to Order

This Special Meeting of the Santee City Council was called to order by Mayor Randy Voepel at 8:03 a.m.

Council Members present were: Mayor Randy Voepel and Council Members Ronn Hall, Rob McNelis and John Minto. Vice Mayor Jack E. Dale entered the meeting at 8:10 a.m.

Officers present were: Interim City Manager Paul Malone, City Attorney Shawn Hagerty, and City Clerk Patsy Bell.

Council Members recessed at 8:04 a.m. with Vice Mayor Jack E. Dale entering the meeting at 8:10 a.m. Council convened in Closed Session at 8:10 a.m. with all Members present.

Vice Mayor Dale left the meeting at 8:25 a.m.

2. Closed Session

(A) Public Employment
(Gov. Code section 54957)
Title: City Manager

Council Members reconvened in Open Session at 11:05 a.m. with all Members present, except Vice Mayor Dale who was absent. Mayor Voepel reported that the item was discussed and a preferred candidate selected. Council Members McNelis and Minto were appointed to serve on an ad-hoc committee to negotiate terms of a contract. Final terms, if reached, will be announced at a future meeting.

3. Adjournment

There being no further business, the meeting was adjourned at 11:06 a.m.

Date Approved: _____

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

Minutes

Draft

Santee City Council
Community Development Commission
Santee Public Financing Authority

Council Chambers
10601 Magnolia Avenue
Santee, California

February 10, 2016

This Regular Meeting of the Santee City Council, CDC Successor Agency, and the Santee Public Financing Authority was called to order by Mayor/Chairperson/Chair Randy Voepel at 7:02 p.m.

Council Members present were: Mayor/Chair Randy Voepel and Council/Authority Members Ronn Hall, Rob McNelis and John Minto. Vice Mayor/Vice Chair Jack E. Dale was absent.

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.)

The **LEGISLATIVE INVOCATION** was given by Dr. Paul Ague of San Diego Christian College and the **PLEDGE OF ALLEGIANCE** was led by Buddy Rabaya, President of the Santee Mobile Home Owners Action Committee.

PROCLAMATION: Evelyn M. Black Recognition of 100th Birthday
Mayor Voepel presented a proclamation to Evelyn M. Black in recognition of her 100th birthday. In attendance to help celebrate were her children Patricia Harnett and Dennis Black.

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:
Staff provided copies of correspondence received from Van Collinsworth, Preserve Wild Santee, after the issuance of the agenda for Items 1(D) and 1(E). Council Member Minto requested Items 1(D) and 1(E) be removed from the Consent Calendar for Council discussion. Staff also requested Items 1(D) and 1(E) be pulled so that they could provide a report in response to the public comments received.

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 of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the November 18, 2015 Adjourned Regular Meetings.

(C) Approval of Payment of Demands as presented.

(D) Item pulled for discussion.

(E) Item pulled for discussion.

(F) Adoption of a Resolution accepting the City Hall Foundation Repairs (CIP 2013-44) as complete and direct the City Clerk to file a Notice of Completion. (Reso 16-2016)

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

Items Removed from Consent Calendar

The following items were heard concurrently:

(D) Adoption of a Resolution awarding the construction contract for the Mast Boulevard and Jeremy Street Median Installation (CIP 2011-13) to Palm Engineering Construction Company, Incorporated for a total amount of $315,436.20 and authorizing the City Manager to execute the contract; authorizing the Director of Development Services to approve change orders in an amount not to exceed $65,563.80; authorizing the City Manager to execute an agreement with SCST, Incorporated for materials testing for an amount not to exceed $20,000.00; and approving a categorical exemption pursuant to the California Environmental Quality Act

(E) Adoption of a Resolution accepting the City Hall Foundation Repairs (CIP 2013-44) as complete and direct the City Clerk to file a Notice of Completion.

Director of Development Services Kush introduced Principal Civil Engineer Schmitz who provide a report and answered Council's questions.

PUBLIC SPEAKERS:
In Opposition:
- Van Collinsworth, Preserve Wild Santee
- Stephen Houlahan

In Support:
- John Jackson
- Mark Hoyser

Director of Development Services Melanie Kush answered questions regarding the feasibility of installing a roundabout at the intersection.

ACTION: After further discussion, on motion of Mayor Voepel, seconded by Council Member Hall, staff was directed to install all-way stop signs on Mast Boulevard at Jeremy Street as specified in Item 1(D), to research traffic circles and medians for Item 1(E), and bring back information to the next meeting with all voting aye, except Vice Mayor Dale who was absent.

2. PUBLIC HEARING:

(A) Public Hearing for Development Review Permit (DR2015-3), Minor Conditional Use Permit (MP2015-1) and Mitigated Negative Declaration (AEIS2015-6) prepared pursuant to the California Environmental Quality Act for an 86,697 square foot industrial building with a 59,112 square foot outdoor storage area on a 7.28 acre property located at 11322 North Woodside Avenue in the General Industrial (IG) Zone. Applicant: Carlsbad Palomar Oaks LP (Reso 17-2016)

The Public Hearing was opened at 7:39 p.m.

ENTERED INTO THE RECORD:
Staff provided a replacement page 20 to the Resolution's Exhibit A, which establishes minimums for the proposed mitigation measure in Section 1(B), thereby amending the Resolution. Correspondence received after the issuance of the agenda was also provided regarding the Mitigate Negative Declaration (MND), as well as staff's Response to Comments.

Director of Development Services Melanie Kush introduced the item and Senior Planner Michael Coyne presented the staff report utilizing a PowerPoint presentation. He and Director of Development Services Melanie Kush answered Council's questions.

PUBLIC SPEAKERS:
In Support:
- Linda Richardson, Carlsbad Palomar Oaks, answered Council's questions.
- Kenneth Smith, Architect, answered Council's questions.
- Derek Breuninger, Hamann Construction, was available for questions.
- Jeffrey C. Hamann, applicant, Carlsbad Palomar Oaks

In Opposition:
- Van Collinsworth, Preserve Wild Santee

During discussion the follow topics were discussed: utilization of native trees, parking spaces being pre-wired for electrical vehicle charging stations and parking lot solar. Staff confirmed that rooftop solar and rainwater retention were included in the proposed project. The applicant confirmed that native trees could be incorporated into the landscaping and they would look into pre-wiring for parking lot charging stations.

MOTION: Council Member McNelis moved to close the Public Hearing and adopt the Resolution approving the Mitigated Negative Declaration, DR2015-3 and MP2015-1, which was amended to establish minimums for the proposed mitigation measure. The motion was seconded by Council Member Minto.

AMENDMENT: Council Member Hall requested the motion include a requirement for pre-wiring for parking lot charging stations. The amendment failed due to lack of support from the motion maker.

Staff confirmed for City Attorney Shawn Hagerty that no additional responses were required to be made in response to the late letter and comments received.

ACTION: The motion of Council Member McNelis, seconded by Council Member Minto, to close the Public Hearing at 8:10 p.m. and adopt the amended Resolution approving the Mitigated Negative Declaration, DR2015-3 and MP2015-1, which was amended to establish minimums for the proposed mitigation measure, was adopted with all voting aye, except Vice Mayor Dale who was absent.

(B) Public Hearing to assess community development needs and to solicit proposals for Program Year 2016 Community Development Block Grant (CDBG) and Home Program Funding consistent with the consolidated plan.

The Public Hearing was opened at 8:11 p.m. Director of Development Services Melanie Kush introduced the item and Senior Management Analyst Tom Romstad presented the staff report utilizing a PowerPoint presentation. Both answered Council's questions.

PUBLIC SPEAKERS:
Speaking in support of their organizations were:

- Sarah Murray, Cameron Family YMCA
- Suzanne Stephens, Caring Neighbors
- Jack Micklos, Crisis House
- Dennis Martins, Santee Food Bank
- Sam Modica, Santee Santas
- Mark Klaus, Home of Guiding Hands
- Estela De Los Rios, CSA San Diego County
- John Hossick, spoke in support of CSA San Diego County
- Buddy Rabaya, Santee Mobilehome Action Committee, spoke in support of Santee Santas, Caring Neighbors and the Santee Food Bank

ACTION: On motion of Council Member McNelis, seconded by Council Member Minto, the Public Hearing was continued at 8:50 p.m. to February 24, 2016, with all voting aye, except Vice Mayor Dale who was absent.

3. ORDINANCES: None

4. CITY COUNCIL ITEMS AND REPORTS: None

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

(A) Adoption of a Resolution authorizing additional change orders for the Citywide CMP Lining and Rehabilitation Program CIP 2013-24. (Reso 18-2016)

Director of Development Services Melanie Kush presented a brief staff report and answered Council's questions.

ACTION: On motion of Council Member McNelis, seconded by Council Member Minto, the Resolution approving construction change orders in a total amount not to exceed $380,948.00 for additional replacement and relining of failed CMP storm drains was adopted with all voting aye, except Vice Mayor Dale who was absent.

(B) Resolution authorizing an amendment to the contract with West Coast Arborists for tree maintenance due to El Niño tree damage and the appropriation of funds. (Reso 19-2016)

ACTION: On motion of Council Member Hall, seconded by Council Member McNelis, the Resolution approving a contract amendment with West Coast Arborists to increase the FY15-16 contract by $52,800.00, authorizing the City Manager to execute the contract amendment and appropriating funds from the Town Center and Mission Creek Landscape Maintenance Districts in the amounts of $15,000 and $5,000, respectively, was adopted with all voting aye, except Vice Mayor Dale who was absent.

(C) Resolution adopting the Labor Compliance Program for the City of Santee. (Reso 20-2016)

ACTION: On motion of Council Member McNelis, seconded by Council Member Hall, the Resolution adopting the City of Santee Labor Compliance Program was adopted with all voting aye, except Vice Mayor Dale who was absent.

7. COMMUNICATION FROM THE PUBLIC:

(A) John Hossick, Santee Mobilehome Owners Action Committee, thanked Council Members for their participation at the recent Candidates Forum.

8. CITY MANAGER REPORTS:

(A) Resolution appointing Irene A. Mosley as Interim Director of Human Resources and Risk Management and approving the corresponding employment agreement

Interim City Manager Paul Malone presented a brief staff report and answered Council's questions.

ACTION: On motion of Council Member Hall, seconded by Council Member McNelis, the Resolution appointing Irene A. Mosley as Interim Director of Human Resources and Risk Management and approving the employment agreement was adopted with all voting aye, except Vice Mayor Dale who was absent.

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 9:02 p.m. and convened in Closed Session at 9:08 p.m. with all Members present, except Vice Mayor Dale who was absent.

12. CLOSED SESSION:

(A) PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to Government Code Section 54957)
Title: City Manager

(B) CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)
City Designated Representatives: Ad Hoc Committee (Council Members Minto and McNelis)
Unrepresented Employee: City Manager

Council Members reconvened in Open Session at 9:26 p.m. with all Members present, except Vice Mayor Dale who was absent. Mayor Voepel stated that items were discussed and the following actions were taken:

Item 12(A) – The Council, by a unanimous vote of the Members present, authorized the appointment of a new City Manager, subject to the finalization and execution of an employment agreement.

Item 12(B) – Direction was given to the Ad Hoc Committee regarding the final negotiating terms of the employment agreement with the new City Manager, and if the final terms are accepted by the new City Manager, the Mayor is authorized to sign an employment agreement reflecting the agreed upon terms. He further noted that the final agreement, if reached, should be completed during the following week.

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:27 p.m.

Date Approved: _____

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

Minutes

Draft

Santee City Council
Community Development Commission
Santee Public Financing Authority

Council Chambers
10601 Magnolia Avenue
Santee, California

February 24, 2016

This Regular Meeting of the Santee City Council, the CDC Successor Agency, and the Santee Public Financing Authority was called to order by Mayor/Chairperson/Chair Randy Voepel at 7:03 p.m.

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

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.)

The **INVOCATION** was given by Pastor Marshall Masser, Lakeside Christian Church, and the **PLEDGE OF ALLEGIANCE** was led by Ken Fox, Santee School District Board Member.

Mayor Voepel announced that a new City Manager had been appointed, Marlene Best. Marlene will begin her Santee career on March 28. Ms. Best thanked the Council for their support and introduced herself to the members of the public.

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 Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the December 9, 2015 and December 17, 2015 meetings.

(C) Approval of Payment of Demands as presented.

(D) Approval of the expenditure of $85,686.30 for January 2016 Legal Services and related costs.

(E) Adoption of a Resolution accepting the Willowgrove Avenue Storm Drain Repairs (CIP 2016-23) as complete and directing the City Clerk to file a Notice of Completion. (Reso 22-2016)

(F) Adoption of a Resolution awarding the material supply contract for the Sign Upgrade Project Material Purchase (CIP 2013-10 and Federal Project Number HSIPL 5429 (025)) to Zumar Industries, Inc. for a total amount of $72,998.98, 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 $36,499.00. (Reso 23-2016)

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) Continued Public Hearing to assess community development needs and to allocate Program Year 2016 Community Development Block Grant (CDBG) Funding. (continued from 2-10-16)

The continued Public Hearing opened at 7:10 p.m. Director of Development Services Melanie Kush introduced the item and Senior Management Analyst Tom Romstad presented the staff report and answered Council's questions.

PUBLIC SPEAKERS:

- Suzanne Stephens, Caring Neighbors
- Trudy Del Priore, Meals on Wheels
- Marion Mann, Meals on Wheels
- Ruth Cleesattle discussed concerns she has regarding the Santee Food Bank and suggested an oversight board be set up.
- Dennis Martine, Santee Food Bank, informed Council that the Santee Ministerial Council is the Oversight Board for the Food Bank and provided additional information.

ACTION: After discussion, on motion of Council Member Hall, seconded by Council Member McNelis, the Public Hearing was closed at 7:33 p.m., Community Development Block Grant fund allocations were approved as listed below; staff was directed to publish a summary of the Annual Action Plan and the Resolution approving Program Year 2016 CDBG funds was adopted with all voting aye.

Public Service Activities	Allocation
Cameron Family YMCA	$2,000
Crisis House	5,000
Caring Neighbors Program (LSS)	3,000
Elderhelp	3,000
Meals on Wheels	8,000
Santee Food Bank	13,603
Santee Santas	5,000
Total	**$39,603**
Administrative Activities	
CDBG Program Administration	$38,804
CSA San Diego County	14,000
Total	**$52,804**
Public Facility Projects	
City of Santee - 108 Loan Debt Service	$154,518
City of Santee - 108 Loan Debt Service Reserve	3,398
Home of Guiding Hands	13,700
Total	**$171,616**
Grand Total Allocation	**$264,023**

3. ORDINANCES: None

4. CITY COUNCIL ITEMS AND REPORTS: None

5. CONTINUED BUSINESS:

(A) Resolution awarding the construction contract for the Mast Boulevard and Jeremy Street Median Installation (CIP 2011-13), authorizing change orders, authorizing a professional services agreement for materials testing and approving a categorical exemption pursuant to the California Environmental Quality Act. (continued from 2-10-16) (Reso 25-2016)

ENTERED INTO THE RECORD:
Staff provided correspondence that was received from Van Collinsworth, Preserve Wild Santee, after the issuance of the agenda.

Director of Development Services Melanie Kush introduced the item and Principal Civil Engineer Carl Schmitz presented the staff report utilizing a PowerPoint presentation. He and Director Kush answered Council's questions. Council Member Minto stated that he would rather see the funding go toward adding sidewalks in other areas of the city that do not currently have them.

PUBLIC SPEAKERS:

- Submitting a speaker slip in support of the median and stop signs, but not wishing to speak, was Rhae Novetti.
- Gloria Lee Gonzalez supports the median and stop signs and opposes the round-about.
- Robert Gassmann opposes both a roundabout and the median, and supports extending Mast Boulevard.
- Mark Huyser supports installation of a signal light and lowering the speed limit.
- Stephen Houlahan opposes the median and supports a roundabout.
- Lili submitted a speaker slip in opposition to a roundabout, but was not available to speak.

ACTION: After further discussion, on motion of Council Member McNelis, seconded by Vice Mayor Dale, the Resolution awarding a Construction Contract to Palm Engineering for a total amount of $315,436.20, authorizing the City Manager to execute the contract and a professional services agreement with SCST for materials testing in the amount of $20,000.00 and authorizing the Director of Development Services to approve change orders up to $65,563.80 was adopted with all voting aye, except Council Member Minto who voted no.

6. NEW BUSINESS:

(A) Request for authorization to consider an application for an amendment to the General Plan to change the land use designation from "Low-Medium Density Residential (R2)" to "Medium Density Residential (R7)" and to change the zone classification from "Low-Medium Density Residential (R2)" to "Medium Density Residential (R7)" of an undeveloped 3.48-acre parcel at 8600 Prospect Avenue, APN: 383-112-55-00. Applicant: M. Grant Real Estate Inc.

Vice Mayor Dale registered an abstention on this item due to a conflict of interest and left the meeting (8:03 p.m.).

ENTERED INTO THE RECORD:
Staff provided correspondence in opposition to the rezone that was received from Van Collinsworth, Preserve Wild Santee, after the issuance of the agenda.

Senior Planner John O'Donnell presented the staff report utilizing a PowerPoint presentation. He, Director of Development Services Melanie Kush and Principal Civil Engineer Scott Johnson answered Council's questions.

PUBLIC SPEAKERS:

In Opposition:

- Kirsten Uptain submitted a speaker slip in opposition, but did not wish to speak.
- Stephen Houlahan

ACTION: On motion of Council Member Minto, seconded by Council Member Hall, direction was given to staff to proceed with processing an application requesting a General Plan Amendment and a change to the Zone Base District Map with all voting aye, except Vice Mayor Dale who abstained.

(B) Resolutions authorizing execution of two State Route 52 excess Right-of-Way Purchase Agreements, Director's Deeds DD 27014-01-01 and DD 27492-01-01, accepting Drainage Easement DK 33292-3 and authorizing the signing of the Certificates of Acceptance between the City of Santee and the California Department of Transportation.

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

ACTION: After discussion, on motion of Council Member Hall, seconded by Council Member McNelis, three Resolutions authorizing the City Manager to execute two Purchase Agreements, accept the Easement Deed and transmit the Certificate of Acceptance on behalf of the City to the State Department of Transportation were adopted with all voting aye, except Vice Mayor Dale who was absent.

7. COMMUNICATION FROM THE PUBLIC:

(A) Mark Huyser discussed crime in Santee.

8. CITY MANAGER REPORTS: None

9. COMMUNITY DEVELOPMENT COMMISSION:
(Note: Minutes appear as Item 1B)

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

11. CITY ATTORNEY REPORTS: None

12. CLOSED SESSION: None

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:30 p.m.

Date Approved: _____

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

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Tim K. McDermott/Finance

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

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

CITY ATTORNEY REVIEW ☒ N/A ☐ Completed

RECOMMENDATION

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

Date	Description	Amount
03/01/16	Retiree Medical	$ 5,096.00
03/03/16	Payroll	298,567.66
03/03/16	Accounts Payable	2,288,381.18
03/03/16	Accounts Payable	301,625.46
03/07/16	Accounts Payable	88,830.35
03/09/16	Accounts Payable	185,516.98
	TOTAL	$ 3,168,017.63

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

Tim K. McDermott, Director of Finance

Bank code : ubgen

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
111352	3/3/2016	12060	ACCOUNTING PRINCIPALS	7654714	51212	TEMP A/P CLERK		733.76
							Total :	**733.76**
111353	3/3/2016	10412	AT&T	000007719821		TELEPHONE		1,311.96
				000007720213		IRRIGATION CONTROLLER		19.81
							Total :	**1,331.77**
111354	3/3/2016	10516	AWARDS BY NAVAJO	02161060		SPARC NAMEPLATE		14.05
							Total :	**14.05**
111355	3/3/2016	10560	BAUDVILLE	2995069		STATIONERY SUPPLIES		378.36
							Total :	**378.36**
111356	3/3/2016	10018	BENCHMARK LANDSCAPE SVCS INC	124287	51250	LANDSCAPE SERVICES		1,522.00
							Total :	**1,522.00**
111357	3/3/2016	10021	BOUND TREE MEDICAL LLC	82036726	51124	PHARMACEUTICALS		261.98
				82036727	51124	PHARMACEUTICALS		223.00
				82038266	51124	PHARMACEUTICALS		661.70
				82044095	51124	PHARMACEUTICALS		446.00
				82046896	51124	PHARMACEUTICALS		358.37
				82049480	51124	PHARMACEUTICALS		50.00
				82049481	51273	EMS SUPPLIES		9.72
				82049482	51124	PHARMACEUTICALS		25.00
				82049483	51124	PHARMACEUTICALS		50.00
				82049484	51124	PHARMACEUTICALS		62.50
				82049485	51273	EMS SUPPLIES		96.75
				82051015	51273	EMS SUPPLIES		448.74
				82052493	51273	EMS SUPPLIES		901.29
				82052494	51273	EMS SUPPLIES		22.98
				82052495	51124	PHARMACEUTICALS		28.28
							Total :	**3,646.31**
111358	3/3/2016	10023	BUILDERS FENCE COMPANY INC	1578441	51061	FENCING SUPPLIES		35.81
				1578681	51061	FENCING SUPPLIES		131.50
				1578941	51061	FENCING SUPPLIES		81.38

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111358	3/3/2016	10023 BUILDERS FENCE COMPANY INC	(Continued)			
			1579008	51061	FENCING SUPPLIES	351.71
					Total :	**600.40**
111359	3/3/2016	10024 BUSINESS PRINTING COMPANY INC	124490		CN-01 COURTESY NOTICES	539.84
			124595		TC-01 TIME CARD	605.54
					Total :	**1,145.38**
111360	3/3/2016	10299 CARQUEST AUTO PARTS	11102-388670	51063	SHOP EQUIPMENT	46.48
			11102-388673	51063	VEHICLE SUPPLIES	3.99
			11102-389581	51063	VEHICLE REPAIR PARTS	62.15
			11102-389949	51063	VEHICLE REPAIR PART	67.37
					Total :	**179.99**
111361	3/3/2016	10031 CDW GOVERNMENT LLC	BXZ0002		COMPUTER	771.51
					Total :	**771.51**
111362	3/3/2016	10223 CHRISTIAN WHEELER ENGINEERING	40384	51284	GEOTECHNICAL REVIEW	280.00
					Total :	**280.00**
111363	3/3/2016	10032 CINTAS CORPORATION #694	694179040-D	51227	CLNING FLUID DSPNSR SVC	13.05
			694179040-S	51226	UNIFORM/ PRTS CLNR RNTL	46.92
					Total :	**59.97**
111364	3/3/2016	10035 COMPETITIVE METALS INC	207771	51128	EQUIPMENT REPAIR PARTS	151.87
					Total :	**151.87**
111365	3/3/2016	10486 COUNTY OF SAN DIEGO	201600113		COUNTY RECORDER	2.00
					Total :	**2.00**
111366	3/3/2016	10711 COUNTY OF SAN DIEGO	2016-PWCP-1016		STORM WATER PROGRAM	35,029.00
					Total :	**35,029.00**
111367	3/3/2016	10333 COX COMMUNICATIONS	112256001		9130 CARLTON OAKS DR	173.65
					Total :	**173.65**
111368	3/3/2016	12251 CSAC EXPRESS INSURANCE	16401247		CSAC INSURANCE AUTHORITY	10,509.89

Bank code : ubgen

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
111368	3/3/2016	12251	12251 CSAC EXPRESS INSURANCE	(Continued)		Total :	**10,509.89**
111369	3/3/2016	10042	DALEY & HEFT LLP	46839		LEGAL SERVICES - CLAIMS	5,074.00
				46840		LEGAL SERVICES - CLAIMS	2,012.71
				46841		LEGAL SERVICES - CLAIMS	1,429.36
						Total :	**8,516.07**
111370	3/3/2016	12050	DALEY CORPORATION	6	51196	CITYWIDE PAVEMENT REPAIR	442,362.80
				6R		RETENTION	-22,118.14
				7	51196	CITYWIDE PAVEMENT REPAIR	118,040.96
				7R		RETENTION	-5,902.05
						Total :	**532,383.57**
111371	3/3/2016	10045	DIAMOND ENVIRONMENTAL SERVICES	0000625506	51214	PORTABLE TOILET RTL SVC	118.00
						Total :	**118.00**
111372	3/3/2016	10055	EMSAR INC	53228		EQUIPMENT MAINTENANCE	580.00
						Total :	**580.00**
111373	3/3/2016	10057	ESGIL CORPORATION	02/22/16-02/26/16		SHARE OF FEES	18,570.58
						Total :	**18,570.58**
111374	3/3/2016	10580	FASTENAL COMPANY	CAELC60670	51188	YARD SUPPLIES	222.59
						Total :	**222.59**
111375	3/3/2016	10009	FIRE ETC	84897	51078	FF SAFETY APPAREL	342.80
						Total :	**342.80**
111376	3/3/2016	12120	GEOCON INCORPORATED	1601334	51251	GEOTECHNICAL REVIEW	410.00
				1601335	51276	GEOTECHNICAL REVIEW	635.00
						Total :	**1,045.00**
111377	3/3/2016	10065	GLOBAL POWER GROUP INC	42615	51135	ELECTRICAL REPAIRS	661.14
						Total :	**661.14**
111378	3/3/2016	12264	HALFORD, ALEXA	1399		ADMIN CITE REFUND	100.00
						Total :	**100.00**

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111379	3/3/2016	10070 HAWTHORNE MACHINERY	PS020030692	51084	EQUIPMENT REPAIR PARTS	843.39
					Total :	**843.39**
111380	3/3/2016	11196 HD SUPPLY FACILITIES	9143434841	51136	STATION SUPPLIES	270.37
			9143434842	51136	STATION SUPPLIES	17.26
					Total :	**287.63**
111381	3/3/2016	12263 HIGH PERFORMANCE MOVEMENT LLC	EN16015S		REFUNDABLE SECURITY	500.00
					Total :	**500.00**
111382	3/3/2016	10256 HOME DEPOT CREDIT SERVICES	1153025	51086	EQUIPMENT REPAIR PART	2.14
			3152983	51086	VEHICLE SUPPLIES	37.61
			4152965	51086	SHOP SUPPLIES	68.85
			6972537	51086	PUBLIC ED PROGRAM SUPPLIES	25.90
			7972493	51086	STATION SUPPLIES	11.85
					Total :	**146.35**
111383	3/3/2016	11233 JIMMIE JOHNSON'S KEARNY MESA	CTCS422206	51309	EQUIPMENT REPAIR	193.50
					Total :	**193.50**
111384	3/3/2016	10151 KONICA MINOLTA BUSINESS	9002161044	51092	COPIER MAINT & USAGE	146.71
					Total :	**146.71**
111385	3/3/2016	10207 LOCKHART TRAINING	1307		INSTRUCTOR PAYMENT	136.50
					Total :	**136.50**
111386	3/3/2016	10079 MEDICO PROFESSIONAL	1749234	51277	MEDICAL LINEN SERVICE	23.48
			1749235	51277	MEDICAL LINEN SERVICE	16.14
					Total :	**39.62**
111387	3/3/2016	10087 NORCO DELIVERY SERVICE INC	696114		COURIER SERVICE	121.92
					Total :	**121.92**
111388	3/3/2016	10241 JAN SHERAR	02/29/16		PETTY CASH REIMB - DDS	248.38
					Total :	**248.38**
111389	3/3/2016	10161 PRIZM JANITORIAL SERVICES INC	9949	51173	JANITORIAL SERVICES - JAN	2,506.92

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111389	3/3/2016	10161 10161 PRIZM JANITORIAL SERVICES INC (Continued)			**Total :**	**2,506.92**
111390	3/3/2016	12237 RAYON, KYLE	03/16 Dental Reimb.		MAR 16 DENTAL REIMBURSEMENT	50.33
					Total :	**50.33**
111391	3/3/2016	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF		LAW ENFORCEMENT	1,049,812.12
					Total :	**1,049,812.12**
111392	3/3/2016	11638 SAVMART PHARMACEUTICAL	595706	51104	PHARMACEUTICALS	72.51
			595707	51104	PHARMACEUTICALS	72.51
					Total :	**145.02**
111393	3/3/2016	10217 STAPLES ADVANTAGE	3292227904	51106	OFFICE SUPPLIES	61.68
			3292506492	51168	OFFICE SUPPLIES	144.01
			3292506502	51106	OFFICE SUPPLIES	65.26
			3292893070	51144	OFFICE SUPPLIES	277.27
					Total :	**548.22**
111394	3/3/2016	12273 STATE OF CALIFORNIA	DD 27492-01-01		VIA DE CRISTINA PARK	130,000.00
					Total :	**130,000.00**
111395	3/3/2016	12273 STATE OF CALIFORNIA	DD 27014-01-01		FORESTER CREEK	300.00
					Total :	**300.00**
111396	3/3/2016	10119 STEVEN SMITH LANDSCAPE INC	32068	51145	LANDSCAPE SERVICES	2,700.00
					Total :	**2,700.00**
111397	3/3/2016	11727 TC CONSTRUCTION CO INC	26716	51254	BUENA VISTA & RAILROAD AVE	498,220.00
			26716R		RETENTION	-24,911.01
					Total :	**473,308.99**
111398	3/3/2016	10250 THE EAST COUNTY	00038796		SIDEWALK CUTTING RFB	175.00
			00039209		PUB OF SUMMARY ORD 538	206.50
					Total :	**381.50**
111399	3/3/2016	10158 THE SOCO GROUP INC	0255098-IN	51149	DELIVERED FUEL	672.60
			CL63059	51288	FLEET CARD FUELING	936.53

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111399	3/3/2016	10158 10158 THE SOCO GROUP INC	(Continued)		**Total :**	**1,609.13**
111400	3/3/2016	10479 TIRE CENTERS LLC	8720164744	51150	TIRE REPAIR	86.83
			8720166274	51150	TIRES	647.19
					Total :	**734.02**
111401	3/3/2016	10550 UNIFORMS PLUS INC	41214	51110	UNIFORM SHIRT	71.47
					Total :	**71.47**
111402	3/3/2016	11194 USAFACT INC	6021294		BACKGROUND CHECK	390.58
					Total :	**390.58**
111403	3/3/2016	10211 VISION INTERNET PROVIDERS	32039		WEB HOSTING	200.00
					Total :	**200.00**
111404	3/3/2016	10879 WHITAKER BROTHERS BUSINESS	SRV085706		TIME/DATE STAMP SUPPLIES	353.21
					Total :	**353.21**
111405	3/3/2016	12030 WHITE, PAM	021016		MILEAGE REIMBURSEMENT	146.67
					Total :	**146.67**
111406	3/3/2016	10318 ZOLL MEDICAL CORPORATION	2336935	51156	EMS SUPPLIES	76.95
					Total :	**76.95**
111407	3/3/2016	12229 ZUZA	39120	51329	STORMWATER OUTREACH	3,312.39
					Total :	**3,312.39**

56 Vouchers for bank code : ubgen **Bank total : 2,288,381.18**

56 Vouchers in this report **Total vouchers : 2,288,381.18**

Prepared by: _____
Date: 03/03/2016

Approved by: _____
Date: 3-3-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111408	3/3/2016	10208 ANTHEM BLUE CROSS	March 2016		EMPLOYEE ASSISTANCE PROGRAI	259.74
					Total :	**259.74**
111409	3/3/2016	10350 ASSURANT EMPLOYEE BENEFITS	March 2016		DENTAL INSURANCE	7,634.38
					Total :	**7,634.38**
111410	3/3/2016	10334 CHLIC	1946723		HEALTH INSURANCE	167,109.39
					Total :	**167,109.39**
111411	3/3/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 02/24/16		FLEXIBLE SPENDING ACCOUNT	2,024.92
					Total :	**2,024.92**
111412	3/3/2016	10353 PERS	02 16 4		RETIREMENT PAYMENT	85,961.45
					Total :	**85,961.45**
111413	3/3/2016	10785 RELIANCE STANDARD LIFE	March 2016		VOLUNTARY LIFE INSURANCE	1,165.62
					Total :	**1,165.62**
111414	3/3/2016	10424 SANTEE FIREFIGHTERS	PPE 02/24/16		DENTAL/DUES/PEC/BENEVOLENT/I	4,908.99
					Total :	**4,908.99**
111415	3/3/2016	10776 STATE OF CALIFORNIA	PPE 02/24/16		WITHHOLDING ORDER	267.69
					Total :	**267.69**
111416	3/3/2016	10001 US BANK	PPE 02/24/16		PARS RETIREMENT	614.28
					Total :	**614.28**
111417	3/3/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 02/24/16		ICMA - 457	28,488.95
					Total :	**28,488.95**
111418	3/3/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 02/24/16		RETIREE HEALTH SAVINGS ACCOL	3,190.05
					Total :	**3,190.05**

11 Vouchers for bank code : ubgen **Bank total : 301,625.46**

11 Vouchers in this report **Total vouchers : 301,625.46**

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Prepared by: _____
Date: 3/3/2016

Approved by: _____
Date: 3-3-16

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34284	3/7/2016	10955 DEPARTMENT OF THE TREASURY	PPE 02/24/16		FEDERAL WITHHOLDING TAX	68,944.40
					Total :	**68,944.40**
34331	3/7/2016	10956 FRANCHISE TAX BOARD	PPE 02/24/16		CA STATE TAX WITHHELD	19,885.95
					Total :	**19,885.95**

2 Vouchers for bank code : ubgen **Bank total :** **88,830.35**

2 Vouchers in this report **Total vouchers :** **88,830.35**

Prepared by: _____
Date: 3/7/16

Approved by: _____
Date: 3-7-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111419	3/9/2016	12060 ACCOUNTING PRINCIPALS	7682371	51212	TEMP A/P CLERK	742.40
					Total :	**742.40**
111420	3/9/2016	12275 ALL STAR WATER HEATERS INC	16-129		REFUND OF PERMIT FEES	81.00
					Total :	**81.00**
111421	3/9/2016	10190 AUDIO ASSOCIATES OF SAN DIEGO	11484		VIDEO SYSTEM REPAIR	846.00
					Total :	**846.00**
111422	3/9/2016	10018 BENCHMARK LANDSCAPE SVCS INC	124338	51257	LANDSCAPE AREA 3	10,001.01
			124339	51250	LANDSCAPE AREA 2	12,249.16
					Total :	**22,250.17**
111423	3/9/2016	10019 BERT W SALAS INC	2016-495	51320	WILLOWGROVE STORM DRAIN	26,100.00
			2016-495R		RETENTION	-1,305.00
					Total :	**24,795.00**
111424	3/9/2016	12136 BOB MURRAY & ASSOCIATES	6631	51267	PROFESSIONAL SERVICES	644.13
					Total :	**644.13**
111425	3/9/2016	10021 BOUND TREE MEDICAL LLC	82058217	51124	PHARMACEUTICALS	5.76
			82059610	51124	PHARMACEUTICALS	33.06
			82059611	51273	EMS SUPPLIES	305.79
			82059612	51124	PHARMACEUTICALS	76.44
			82059613	51273	EMS SUPPLIES	732.42
			82059614	51273	EMS SUPPLIES	139.26
					Total :	**1,292.73**
111426	3/9/2016	11055 CALIFORNIA SIGNS AND MARKETING	9289	51317	SIGNS	972.00
					Total :	**972.00**
111427	3/9/2016	10327 CARLIN, TAMMIE K	024		INSTRUCTOR PAYMENT	2,160.00
					Total :	**2,160.00**
111428	3/9/2016	10299 CARQUEST AUTO PARTS	11102-390096	51063	VEHICLE REPAIR PARTS	145.03
			11102-390597	51063	VEHICLE REPAIR PART	26.63
			11102-390737	51063	VEHICLE REPAIR-PARTS	45.54

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111428	3/9/2016	10299 CARQUEST AUTO PARTS	(Continued)			
			11102-390752	51063	VEHICLE REPAIR PARTS	7.18
					Total :	**224.38**
111429	3/9/2016	10031 CDW GOVERNMENT LLC	CBN5098		SOFTWARE LICENSE	2,485.89
					Total :	**2,485.89**
111430	3/9/2016	10032 CINTAS CORPORATION #694	694181491-D	51227	CLEANING FLUID DSPNSR SRVC	13.05
			694181491-S	51226	UNIFORM/PARTS CLEANER RNTL	46.92
					Total :	**59.97**
111431	3/9/2016	10333 COX COMMUNICATIONS	038997401		10601 N MAGNOLIA AVE	103.73
					Total :	**103.73**
111432	3/9/2016	11168 CTE INC CLARK TELECOM AND	00002750	51236	STREET LIGHT MAINTENANCE	491.66
			00002751	51236	STREET LIGHT REPAIR	542.20
			00002752	51236	DIG ALERT MARK-OUTS	383.44
					Total :	**1,417.30**
111433	3/9/2016	10057 ESGIL CORPORATION	02/29/16-03/04/16		SHARE OF FEES	9,647.42
					Total :	**9,647.42**
111434	3/9/2016	10057 ESGIL CORPORATION	02164545		COURT APPEARANCE FEES	350.00
					Total :	**350.00**
111435	3/9/2016	12120 GEOCON INCORPORATED	1601336	51314	GEOTECHNICAL REVIEW	635.00
					Total :	**635.00**
111436	3/9/2016	10066 GLOBALSTAR USA LLC	1000000007138522		SATELLITE PHONE SVC	44.95
					Total :	**44.95**
111437	3/9/2016	10256 HOME DEPOT CREDIT SERVICES	1153399	51086	SHOP SUPPLIES	11.82
			2153388	51086	PUBLIC ED PROGRAM SUPPLIES	396.99
					Total :	**408.81**
111438	3/9/2016	10612 HOME OF GUIDING HANDS CORP	675-701	51263	CDBG SUBRECIPIENT	13,473.00
					Total :	**13,473.00**

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111439	3/9/2016	12203 LORI ESCALERA DESIGN	3128	51327	COMMUNITY MURAL PROJECT	3,291.75
					Total :	**3,291.75**
111440	3/9/2016	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-19	51024	FANITA RCH CONSULTING SVCS	3,115.00
			SANTEE03-01		CONSULTING SVCS	3,780.00
					Total :	**6,895.00**
111441	3/9/2016	12274 MAUZY HEATING & AIR	16-256		REFUND OF PERMIT FEES	216.04
					Total :	**216.04**
111442	3/9/2016	10079 MEDICO PROFESSIONAL	1758785	51277	MEDICAL LINEN SERVICE	20.02
			1758786	51277	MEDICAL LINEN SERVICE	16.14
					Total :	**36.16**
111443	3/9/2016	10507 MITEL LEASING	1360750		MONTHLY RENTAL 124690	117.52
			1361130		MONTHLY RENTAL 122670	878.90
			1361299		MONTHLY RENTAL 130737	74.85
			1361325		MONTHLY RENTAL 131413	81.40
					Total :	**1,152.67**
111444	3/9/2016	10218 OFFICE DEPOT	1892297133	51097	OFFICE SUPPLIES	18.96
					Total :	**18.96**
111445	3/9/2016	10308 O'REILLY AUTO PARTS	2968-457129	51139	VEHICLE REPAIR PARTS	167.68
			2968-457139	51139	VEHICLE REPAIR PARTS	21.58
			2968-457315	51139	VEHICLE REPAIR PARTS	327.25
			2968-457371	51139	VEHICLE REPAIR PARTS	19.42
					Total :	**535.93**
111446	3/9/2016	12064 PARSONS BRINCKERHOFF, INC.	623425	51230	SR-52 CORRIDOR STUDY	15,061.58
					Total :	**15,061.58**
111447	3/9/2016	10157 PRIMO DJ'S	33-0250304		SPRING EGGSTRAVAGANZA	950.00
					Total :	**950.00**
111448	3/9/2016	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8		STREET LIGHTS	31,447.37
			2237 358 004 2		TRAFFIC SIGNAL	3,820.65
			3422 380 562 8		GAS TAX	87.97

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111448	3/9/2016	10407 SAN DIEGO GAS & ELECTRIC	(Continued)			
			4394 020 550 9		LMD	2,223.03
			7990 068 577 7		PARKS	10,764.53
			8509 742 169 4		CITY HALL GROUP BILL	6,511.48
					Total :	**54,855.03**
111449	3/9/2016	10407 SAN DIEGO GAS & ELECTRIC	3311 831 216 1		10058 PROSPECT AVE	41.26
					Total :	**41.26**
111450	3/9/2016	11951 SHERAR, JAN	03032016	51315	TUITION REIMBURSEMENT	1,058.98
					Total :	**1,058.98**
111451	3/9/2016	10584 SHERWIN WILLIAMS CO	3389-3	51335	PAINT	117.62
			7981-3	51335	PAINT	88.19
					Total :	**205.81**
111452	3/9/2016	10112 SILVERADO AVIONICS INC	8534	51324	COMMUNICATION EQUIPMENT	703.55
					Total :	**703.55**
111453	3/9/2016	10314 SOUTH COAST EMERGENCY VEHICLE	478555		APPARATUS REPAIR-ENGINE 4	12,426.59
					Total :	**12,426.59**
111454	3/9/2016	10217 STAPLES ADVANTAGE	3292893072	51171	OFFICE SUPPLIES	102.54
			3293351551	51108	OFFICE SUPPLIES	8.95
					Total :	**111.49**
111455	3/9/2016	10515 THE SAN DIEGO UNION - TRIBUNE	002493759		PUBLIC NOTICE	456.20
					Total :	**456.20**
111456	3/9/2016	10158 THE SOCO GROUP INC	0258528-IN	51149	DELIVERED FUEL	839.68
			CL63162	51288	FLEET CARD FUELING	1,115.24
					Total :	**1,954.92**
111457	3/9/2016	10165 TRAD AM ENTERPRISES INC	0216SRP		INSTRUCTOR PAYMENT	1,104.00
					Total :	**1,104.00**
111458	3/9/2016	11194 USAFACT INC	6021993		BACKGROUND CHECK	105.75

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111458	3/9/2016	11194 11194 USAFACT INC	(Continued)		Total :	105.75
111459	3/9/2016	10475 VERIZON WIRELESS	9760806471		WIFI SERVICE	608.28
					Total :	608.28
111460	3/9/2016	10136 WEST COAST ARBORISTS INC	112844	51183	ARBORIST REPORT	1,000.00
					Total :	1,000.00
111461	3/9/2016	10318 ZOLL MEDICAL CORPORATION	2342174	51156	EMS SUPPLIES	93.15
					Total :	93.15
	43 Vouchers for bank code : ubgen				Bank total :	185,516.98
	43 Vouchers in this report				Total vouchers :	185,516.98

Prepared by: _____
Date: 03/09/16

Approved by: _____
Date: 3-9-16

City of Santee

COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE APPROVAL OF THE EXPENDITURE OF $62,024.12 FOR FEBRUARY 2016 LEGAL SERVICES AND RELATED COSTS

DIRECTOR/DEPARTMENT Tim K. McDermott, Finance

SUMMARY

Legal service billings proposed for payment for the month of February 2016 total $62,024.12 as follows:

1) General Retainer Services - $13,164.36
2) Labor & Employment - $2,717.00
3) Litigation & Claims (General Fund) - $1,598.39
4) Special Projects - $13,182.21
5) Litigation & Claims (Other Funds) - $1,909.88
6) CDC Successor Agency Bond Proceeds (Prospect Ave. Enhancements) - $1,233.10
7) Applicant Initiated Projects - $28,219.18

FINANCIAL STATEMENT

General Fund:	AMOUNT	BALANCE
Adopted Budget	$ 418,000.00	
Revised Budget	$ 418,000.00	
Prior Expenditures	(216,935.16)	
Current Request	(30,661.96)	$ 170,402.88
Other Funds (excluding applicant initiated items):		
Adopted Budget	$ 60,000.00	
Revised Budget	$ 84,643.72	
Prior Expenditures	(37,521.40)	
Current Request	(3,142.98)	$ 43,979.34

CITY ATTORNEY REVIEW ☒ N/A ☐ Completed

RECOMMENDATION

Approve the expenditure of $62,024.12 for February 2016 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	$ 92,433.55	$ 69,566.45	Feb-16	$ 13,164.36
Labor & Employment	50,000.00	50,000.00	35,227.97	14,772.03	Feb-16	2,717.00
Litigation & Claims	70,000.00	70,000.00	20,392.59	49,607.41	Feb-16	1,598.39
Special Projects	136,000.00	136,000.00	68,881.05	67,118.95	Feb-16	13,182.21
Total	$ 418,000.00	$ 418,000.00	$ 216,935.16	$ 201,064.84		$ 30,661.96
Other City Funds:						
Litigation & Claims	$ 50,000.00	$ 50,000.00	$ 11,775.63	$ 38,224.37	Feb-16	$ 1,909.88
MHFP Commission	10,000.00	10,000.00	2,335.15	7,664.85		-
Total	$ 60,000.00	$ 60,000.00	$ 14,110.78	$ 45,889.22		$ 1,909.88
CDC Successor Agency Bond Proceeds:						
Prospect Avenue Project	$ -	$ 24,643.72	$ 23,410.62	$ 1,233.10	Feb-16	$ 1,233.10

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	$ 7,339.70	n/a	Feb-16	$ 2,851.20
Riverview (Ryan)	n/a	n/a	3,059.10	n/a	Feb-16	89.10
Sky Ranch	n/a	n/a	2,895.82	n/a		-
Lantern Crest	n/a	n/a	1,201.00	n/a		-
Castlerock	n/a	n/a	9,700.05	n/a	Feb-16	1,882.57
El Nopal Estates II	n/a	n/a	14,198.61	n/a	Feb-16	118.50
Wal-Mart	n/a	n/a	832.40	n/a	Feb-16	89.10
Subarea Plan/Home Fed	n/a	n/a	35,810.11	n/a	Feb-16	5,388.93
Mission Gorge Retail Bldg.	n/a	n/a	1,014.00	n/a		-
Santee 50	n/a	n/a	13,603.64	n/a	Feb-16	13.55
Helix Environmental	n/a	n/a	1,283.00	n/a		-
Village Run Homes	n/a	n/a	-	n/a	Feb-16	765.60
Vision Systems	n/a	n/a	6,096.50	n/a	Feb-16	7,053.35
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	49,620.28	n/a	Feb-16	1,752.30
Davisson Multi-Family	n/a	n/a	5,508.60	n/a		-
Prospect Estates	n/a	n/a	7,536.15	n/a	Feb-16	148.50
Braverman Drive	n/a	n/a	19,624.51	n/a	Feb-16	6,917.18
Heaney Properties	n/a	n/a	1,437.50	n/a		-
Various Other Projects	n/a	n/a	5,416.55	n/a		1,149.30
Total			$ 190,664.69			$ 28,219.18

Total Previously Spent to Date FY 2015-16	
General Fund	**$ 216,935.16**
Other City Funds	**14,110.78**
CDCSA Bond Proceeds	**23,410.62**
Applicant Deposits	**190,664.69**
Total	**$ 445,121.25**

Total Proposed for Payment	
General Fund	**$ 30,661.96**
Other City Funds	**1,909.88**
CDCSA Bond Proceeds	**1,233.10**
Applicant Deposits	**28,219.18**
Total	**$ 62,024.12**

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE **SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 10.36 OF THE SANTEE MUNICIPAL CODE RELATING TO SPEED LIMITS**

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk PB

SUMMARY

The introduction and first reading of the above-entitled Ordinance was approved at a Regular Council Meeting on March 9, 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

FINANCIAL STATEMENT None

CITY ATTORNEY REVIEW ☑ N/A ☐ Completed

RECOMMENDATION
Adopt Ordinance.

ATTACHMENTS
Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 10.36 OF THE SANTEE MUNICIPAL CODE RELATING TO SPEED LIMITS

WHEREAS, the California Vehicle Code ("Vehicle Code") sets rules by which speed limits are established on streets and highways in the State of California; and

WHEREAS, in accordance with Vehicle Code Sections 22357 and 22358, local municipalities have the power to increase or decrease speed limits for local streets; and

WHEREAS, in accordance with Vehicle Code Section 40802, traffic surveys must be performed every seven (7) years when radar or other electronic devices are utilized; and

WHEREAS, speed limits on City streets must be adjusted in order to keep speed limits radar enforceable as land use and traffic conditions change; and

WHEREAS, properly established speed limits facilitate the orderly movement of vehicular traffic and improve traffic safety; and

WHEREAS, the Department of Development Services recently conducted engineering and traffic surveys for the roadways described in the table below; and

WHEREAS, the City of Santee has concluded that the proposed speed limit revisions summarizing the engineering and traffic surveys are most appropriate to facilitate the orderly and safe movement of traffic.

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

Section 1. Santee Municipal Code Chapter 10.36 Speed Limits is amended to redefine certain road segments and change speed limits as noted in the below replacement table. The following Section repeals and replaces Section 10.36.010 of the Santee Municipal Code.

10.36.010 Designated

The prima facie speed limits on the following streets are established as follows:

Roadway Segment	Limits	Speed Limit
Carlton Hills Blvd.	Lake Canyon Rd. to Mast Blvd.	35
Carlton Hills Blvd.	Mast Blvd. to Carlton Oaks Dr.	35
Carlton Hills Blvd.	Carlton Oaks Dr. to Mission Gorge Rd.	35
Carlton Oaks Dr.	West Hills Pkwy. to Wethersfield Rd.	35
Carlton Oaks Dr.	Wethersfield Rd. to Fanita Pkwy.	35
Carlton Oaks Dr.	Fanita Pkwy. to Carlton Hills Blvd.	35

Carlton Oaks Dr.	Carlton Hills Blvd. to Stoyer Dr.	30
Cottonwood Ave.	Mission Gorge Rd. to Prospect Ave.	30
Cuyamaca St.	Chaparral Dr. to Beck Dr.	35
Cuyamaca St.	Beck Dr. to Mast Blvd.	35
Cuyamaca St.	Mast Blvd. to Town Center Pkwy.	35
Cuyamaca St.	Town Center Pkwy. to Mission Gorge Rd.	35
Cuyamaca St.	Mission Gorge Rd. to Buena Vista Ave.	35
El Nopal	Magnolia Ave. to eastern city limit	35
Fanita Dr.	Mission Gorge Rd. to Prospect Ave.	40
Fanita Dr.	Prospect Ave. to southern city limit	40
Fanita Pkwy.	Mast Blvd. to Ganley Rd.	40
Fanita Pkwy.	Carlton Oaks Dr. to Mast Blvd.	35
Graves Ave.	Prospect Ave. to Pepper Dr.	35
Halberns Blvd.	Mast Blvd. to Stoyer Dr.	35
Magnolia Ave.	Princess Joann Rd. to Woodglen Vista Dr.	40
Magnolia Ave.	Woodglen Vista Dr. to El Nopal	40
Magnolia Ave.	El Nopal to Mast Blvd.	40
Magnolia Ave.	Mast Blvd. to San Diego River	45
Magnolia Ave.	San Diego River to Mission Gorge Rd.	45
Magnolia Ave.	Mission Gorge Rd. to southern city limit	40
Mast Blvd.	Western city limit to Fanita Pkwy.	40
Mast Blvd.	Fanita Pkwy. to Carlton Hills Blvd.	40
Mast Blvd.	Carlton Hills Blvd. to Halberns Blvd.	40
Mast Blvd.	Halberns Blvd. to Cuyamaca St.	40
Mast Blvd.	Cuyamaca St. to Magnolia Ave.	40
Mast Blvd.	Magnolia Ave. to Los Ranchitos Rd.	35
Mesa Rd.	Mission Gorge Rd. to Prospect Ave.	35
Mission Gorge Rd.	Western city limit to Father Junipero Serra Trail	55
Mission Gorge Rd.	Father Junipero Serra Trail to West Hills Pkwy.	50
Mission Gorge Rd.	West Hills Pkwy to SR-52 eastbound off-ramp	45
Mission Gorge Rd.	SR-52 eastbound off-ramp to Fanita Dr.	40
Mission Gorge Rd.	Fanita Dr. to Carlton Hills Blvd.	35
Mission Gorge Rd.	Carlton Hills Blvd. to Cuyamaca St.	35
Mission Gorge Rd.	Cuyamaca St. to Riverview Pkwy.	40
Mission Gorge Rd.	Riverview Pkwy. to Magnolia Ave.	40
Olive Lane	Mission Gorge Rd. to Prospect Ave.	30
Park Center Dr.	Mast Blvd. to Riverwalk Dr.	30
Prospect Ave.	Mesa Rd. to Fanita Dr.	35
Prospect Ave.	Fanita Dr. to Olive Ln.	35
Prospect Ave.	Olive Ln. to Cuyamaca St.	40
Prospect Ave.	Cuyamaca St. to Cottonwood Ave.	35
Prospect Ave.	Cottonwood Ave. to Magnolia Ave.	35
Riverview Pkwy	Mission Gorge Rd. to Town Center Pkwy.	30

Town Center Pkwy.	Cuyamaca St. to Riverview Pkwy.	35
Town Center Pkwy.	Mission Gorge Rd. to Cuyamaca St.	35
Woodside Ave.	Magnolia Ave. to SR-67 southbound off-ramp	45
Woodside Ave. North	SR 67 southbound off-ramp to eastern city limit	40
Woodside Ave.	SR 67 southbound off-ramp to eastern city limit	45

Section 2. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15302 and 15303 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

Section 3. This Ordinance shall take effect 30 days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and cause it to be posted and published in the manner required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 9th day of March, 2016, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 23rd day of March, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

_____

RANDY VOEPEL, MAYOR

ATTEST:

_____

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE APPROVAL OF A MERIT PAY INCREASE FOR THE CITY CLERK

DIRECTOR/DEPARTMENT Mayor Randy Voepel

SUMMARY

On March 9, 2016 a public employee performance evaluation for City Clerk Patsy Bell was conducted by the City Council in accordance with California Government Code Section 54957. As a result of this evaluation a merit pay increase is recommended which will adjust the annual salary for Ms. Bell from the current $97,843.20 to $105,000.00 effective March 24, 2016.

This action will result in no change in the approved annual salary band for the City Clerk position of $81,388.26 to $113,963.63.

FINANCIAL STATEMENT

The cost of the merit pay increase is included in the adopted FY 2015-16 and FY 2016-17 operating budget.

CITY ATTORNEY REVIEW ☐ **N/A** ☑ **Completed**

RECOMMENDATION

Approve a merit pay increase for City Clerk Patsy Bell from $97,843.20 to $105,000.00 annually effective March 24, 2016.

ATTACHMENTS

None

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK SEALING PROGRAM 2016 PROJECT (CIP 2016-01)**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services

SUMMARY

This item requests City Council to award the construction contract for the Citywide Crack Sealing Program 2016 Project (CIP 2016-01) to American Asphalt South, Inc. in the amount of $33,011.00. This project will place crack sealing in advance of the Citywide Pavement Repair and Rehabilitation Program, which is scheduled this summer. The project neighborhoods are in various locations throughout the City (refer to attached street list).

On March 9, 2016, the City Clerk publicly opened and examined five sealed bids. American Asphalt South, Inc. was found to be the lowest responsive and responsible bidder, with a bid amount of $33,011.00, which is 41% lower than the Engineer's Estimate of $80,000.00. It is noted that American Asphalt South, Inc. did not acknowledge the bid addendums that were issued. However, the contents of the addendums did not materially affect the amount of the bid, nor did they provide an unfair competitive advantage. Therefore, staff has determined that the bid conforms in all material respects to the requirements set forth in the invitation for bids, and staff recommends waiving the bid requirement for American Asphalt South, Inc. to acknowledge the addendums in the submitted bid as an immaterial deviation that does not affect the outcome.

Staff also requests authorization for the Director of Development Services to approve change orders in an amount not to exceed $3,300.00 for unforeseen items and additional work.

ENVIRONMENTAL REVIEW

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

FINANCIAL STATEMENT

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

Design & Bidding	$ 2,038.69
Construction Contract	33,011.00
Construction Change Orders	3,300.00
Construction Engineering/Management	4,000.00
Total Anticipated Project Cost	$ 42,349.69

CITY ATTORNEY REVIEW ☐ N/A ☒ Completed

RECOMMENDATION

Adopt the attached Resolution waiving the requirement to acknowledge the two addenda, awarding the crack sealing contract for the Citywide Crack Sealing Program 2016 Project to American Asphalt South, Inc. for a total amount of $33,011.00, authorizing the City Manager to execute the contract and the Director of Development Services to approve change orders in an amount not to exceed $3,300.00.

ATTACHMENTS Resolution Bid Summary Chart Street List

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK SEALING PROGRAM 2016 PROJECT, (CIP 2016-01)

WHEREAS, the City Clerk, on the 9th day of March, 2016 publicly opened and examined sealed bids for the Citywide Crack Sealing Program 2016 Project, (CIP 2016-01) ("Project"); and

WHEREAS, the lowest received bid was submitted by American Asphalt South, Inc. in the amount of $33,011.00; and

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

WHEREAS, American Asphalt South, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of $33,011.00; and

WHEREAS, staff recommends awarding the construction contract to American Asphalt South, Inc. in the amount of $33,011.00; and

WHEREAS, staff requests authorization to expend an amount not to exceed $3,300.00 for unforeseen change orders and additional work; and

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

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

SECTION 1: The construction contract for the Citywide Crack Sealing Program 2016 Project, (CIP 2016-01) is awarded to American Asphalt South, Inc. as the lowest responsive and responsible bidder in the amount of $33,011.00 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 $3,300.00 for unforeseen items and additional work.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of March, 2016 by the following roll call vote to wit:

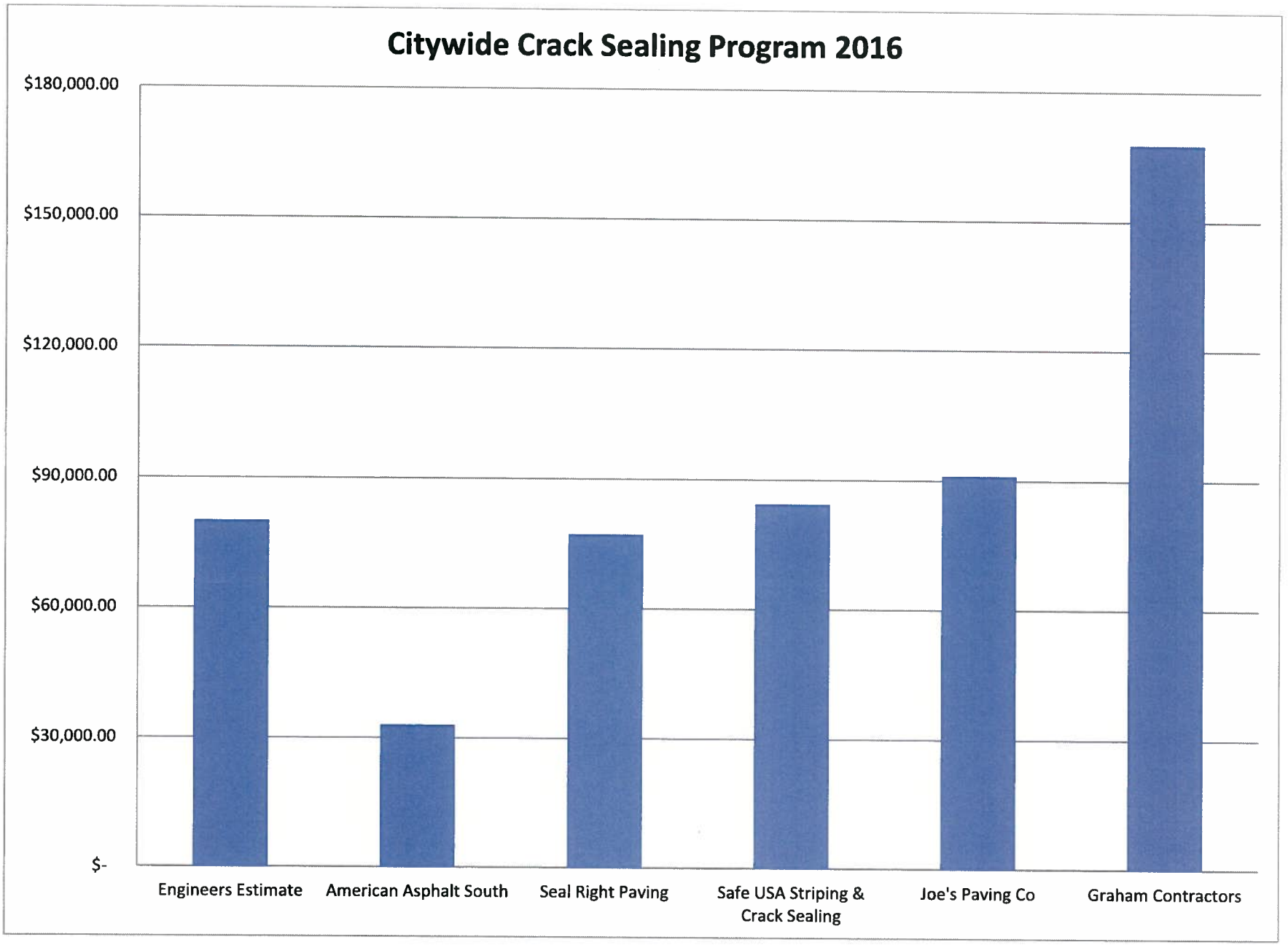
AYES:
NOES:
ABSENT:

APPROVED:

_____
RANDY VOEPEL, MAYOR

ATTEST:

_____
PATSY BELL, CMC, CITY CLERK


Citywide Crack Sealing Program 2016
$180,000.00
$150,000.00
$120,000.00
$90,000.00
$60,000.00
$30,000.00
$-
Engineers Estimate
American Asphalt South
Seal Right Paving
Safe USA Striping & Crack Sealing
Joe's Paving Co
Graham Contractors

Citywide Crack Sealing Program 2016

Zone BC

Street Name	From	To
Shaggy Bark Drive	Timberlane Way	Ironwood Ave
Corkwood Avenue	Timberlane Way	Ironwood Ave
White Pine Lane	Timberlane Way	Ironwood Ave
Burrock Drive	Timberlane Way	Ironwood Ave
Timberlane Way	Shaggy Bark Dr	Woodglen Vista
Woodglen Vista	Timberlane Way	Ironwood Ave

Zone BE

Street Name	From	To
Golden West Lane	Via Rita	Cul de sac
Pratt Court	Via Rita	Cul de sac
Sappington Court	Via Rita	Cul de sac
Via Debbie	Via Rita	Via Leslie
Via Leslie	Beck Dr	Via Mavis
Via Leslie	Cardoza Dr	Beck Dr
Via Mavis	Via Rita	Via Leslie
Via Nina	Via Rita	Cul de sac
Via Wakefield	Via Rita	Cul de sac
Beck Drive	Cuyamaca St	Timberlane Way
Cardoza Drive	Via Rita	Via Leslie
El Nopal	Cuyamaca St	Timberlane Way
Magnolia Park Drive	Via Nina	Mast Blvd
Via Rita	Via Nina	Beck Dr
Via Rita	Beck Dr	Golden West

Zone BF

Street Name	From	To
Bilteer Drive	Change Pvt	Change Pvt
Jill St	Bilteer Dr	End
Theresa Ln	Bilteer Dr	Conejo Rd
Bilteer Drive	Beck Dr	Change Pvt
Bilteer Drive	Change Pvt	Mast
Timberlane Way	Beck Dr	El Nopal

Zone CC

Street Name	From	To
Domer Road	Mandeville	Mast Blvd
Pike Road	Stoyer Dr	Mandeville
Stoyer Drive	Carlton Hills	Halberns Blvd
Doheny Road	Domer	Mandeville
Pike Road	Carlton Oaks	Stoyer Dr
Mandeville Court	Mandeville	Cul de sac
Mandeville Road	Doheny	Cul de sac
Vomac Road	Mast Blvd	Wharton Rd
Wharton Road	Domer	Vomac

Zone DE

Street Name	From	To
Bilteer Court	San Remo	End
San Remo Court	Bilteer Ct	Cul de sac
San Remo Road	Mast Blvd	Bilteer Ct

Zone EE

Street Name	From	To
Double M Rd	Prospect Ave	Cul de sac
Honey Ln	Double M Rd	End
Tonya Ln	Double M Rd	End
Argent St	Prospect Ave	Prospect Ave
Pathway St	Prospect Ave	Prospect Ave
Farrington Dr	Fanita Dr	City Limits

City of Santee

COUNCIL AGENDA STATEMENT

6A

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE APPROVAL OF A COMMUNITY FACILITIES DISTRICT REIMBURSEMENT AGREEMENT AND A COMMUNITY FACILITIES DISTRICT ADVANCE DEPOSIT AGREEMENT WITH PARDEE HOMES, INC., AND AUTHORIZATION OF THE EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS IN CONSIDERATION OF THE FORMATION OF A MELLO-ROOS COMMUNITY FACILITIES DISTRICT (CASTLEROCK)

DIRECTOR/DEPARTMENT Tim K. McDermott, Finance
Warren Diven, Bond Counsel

SUMMARY Pardee Homes, Inc. ("Pardee") has requested that the City form a Mello-Roos Community Facilities District ("CFD") to assist in the financing of various public improvements. In addition, staff recommends that the City also consider the formation of a separate CFD or the annexation of Castlerock to the recently formed CFD No. 2015-1 in order to fund public safety and/or other public services required to serve the Castlerock development.

On September 12, 2007 the City Council adopted a Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts. The next step in considering the formation of a specific CFD is entering into reimbursement and deposit agreements with the applicant ensuring that all costs incurred in connection with a formation will be paid by the applicant and that certain costs can be financed on a tax-exempt basis. The proposed agreements with Pardee call for initial deposits in the amounts of $43,500 (facilities CFD) and $27,000 (services CFD), with additional deposits as requested by the City. Authorization is also requested to enable the City Manager to execute professional services agreements with key financing team participants that would be involved in the initial analysis, CFD formation and bond issuance, including the special tax consultant, bond counsel and financial advisor.

The attached staff report includes additional discussion and information.

FINANCIAL STATEMENT The proposed actions require no financial commitment by the City. The reimbursement and deposit agreements are designed to cover any costs incurred by the City arising out of its consideration of the formation of the CFD(s) and bond financing.

CITY ATTORNEY REVIEW ☐ N/A ☑ Completed

RECOMMENDATION

1. Authorize the City Manager to execute a Community Facilities District Reimbursement agreement and a Community Facilities District Advance Deposit Agreement with Pardee Homes, Inc.
2. Authorize the City Manager to execute professional services agreements with Albert A. Webb Associates (special tax consultant), Best Best & Krieger (bond counsel) and KNN Public Finance (financial advisor)

ATTACHMENTS (Listed Below)

1. Staff Report
2. Community Facilities District Reimbursement Agreement
3. Community Facilities District Advance Deposit Agreement

Printed on recycled paper

STAFF REPORT

APPROVAL OF A COMMUNITY FACILITIES DISTRICT REIMBURSEMENT AGREEMENT AND A COMMUNITY FACILITIES DISTRICT ADVANCE DEPOSIT AGREEMENT WITH PARDEE HOMES, INC., AND AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS IN CONSIDERATION OF THE FORMATION OF A MELLO-ROOS COMMUNITY FACILITIES DISTRICT (CASTLEROCK)

CITY COUNCIL MEETING
MARCH 23, 2016

Background

The Mello-Roos Community Facilities Act was adopted in 1982 to provide an alternative means for financing public infrastructure and services following the passage of Proposition 13. It has been amended many times to make it an increasingly useful tool, and to add additional requirements to protect the interests of taxpayers, sponsoring public agencies and bond investors. The key feature of the Mello-Roos Act is the creation of a financing district empowered to levy special taxes to finance a wide range of public improvements and services. The levy of the special tax requires a two-thirds vote of the qualified electors within the boundaries of the proposed community facilities district. The Mello-Roos Act provides that the qualified electors are the property owners when less than twelve registered voters reside in the proposed community facilities district. As such, it has become a useful tool for financing public improvements and services in connection with the original development of property.

Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts

In 2007, the City Council considered a request by Lennar Homes to form a community facilities district ("CFD") to finance various public improvements related to the Sky Ranch development. As a result, on September 12, 2007 the City Council adopted a Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts.

Among the key features of the Statement of Goals and Policies are the following.

- The stated underlying principles include the protection of the public interest, assuring fairness in the application of special taxes to current and future property owners, assuring full disclosure of the existence of any special tax liens, and assuring that applicants pay all costs associated with the formation of any community facilities district.
- The attributes of the new development will provide, in the opinion of the City Council, a public benefit to the community at large as well as the benefit to be derived by the properties within the community facilities district.
- Special taxes must be allocated and apportioned on a reasonable basis to all categories and classes of property (other than exempt property) within the community facilities district.
- The maximum annual special tax applicable to any parcel used for residential purposes within a community facilities district formed by the City shall not exceed one percent of the sale price of newly developed residential properties subject to the levy

of the special tax as of the date of the initial sale of any residential dwelling unit to such residential home owner.

- The total of property taxes, assessments and special taxes appearing on the property tax bill shall not exceed two percent of such initial sale price of newly developed properties.
- Disclosure of special taxes to potential purchasers must meet the various requirements of state law.
- All City and consultant costs incurred in the proceedings to form a community facilities district will be paid by the applicant by advance deposit with the City.

Project Overview

Pardee Homes, Inc. ("Pardee") has requested that the City form a CFD to assist in the financing of approximately $7.9 million in public improvements. In addition, staff recommends that the City also consider either the formation of a separate CFD or the annexation of Castlerock to the recently formed CFD No. 2015-1 in order to fund public safety and/or other public services required to serve the Castlerock development. A fiscal impact analysis will be prepared by the City's special tax consultant Albert A. Webb Associates that will be used to assist in identifying the appropriate special tax that could be levied to ensure that Castlerock does not adversely impact the City's fiscal condition.

Castlerock encompasses 114.8 acres of undeveloped land adjacent to Mast Boulevard which is currently located within the City of San Diego. The site is north of Mast Boulevard, between Medina Drive and West Hills Parkway. On November 2, 2015 the San Diego Local Agency Formation Commission ("LAFCO") approved the Castlerock Reorganization which will result in the detachment of the 114.8 acres from the City of San Diego and the annexation of this area to the City of Santee. This action is anticipated to be effective within the next several months.

Castlerock is anticipated to consist of 415 dwelling units, 147 of which will be configured as detached multiple-family condominiums. The remaining units will be two-story single-family units with attached two-car garages. The development will include a 5-acre improved public park at the north end, accessed from internal streets and from a north-south aligned public trail along the property's eastern boundary.

Steps in the Formation of a Community Facilities District

The formation of a CFD involves the following steps.

- **Application by property owners:** The City has received a formal request from Pardee for funding assistance by means of a CFD. Pardee is the single owner of the property to be included in the district. Pardee will be posting deposits with the City in the amounts of $43,500 (facilities CFD) and $27,000 (services CFD) to pay for initial costs incurred in the City's processing of the proposed CFD(s) in anticipation of the Council's approval of the reimbursement agreement for the facilities CFD and the deposit agreement for the services CFD, one of the actions recommended by this report. Pardee will be required to make additional deposits as needed so that the City's costs are fully recovered. In the event that Pardee fails to make any such additional deposit following the request by the City for such deposit, the City may suspend processing the proposed CFDs until such deposits are received.

- **Preparation of a rate and methodology for setting the special tax:** This is a key step in consideration of a CFD. The Rate and Method of Apportionment (RMA) establishes the parameters for setting the special tax on all properties within the district. The firm of Albert A. Webb Associates is recommended to serve as the special tax consultant to the City and prepare the RMA.
- **Adoption by the City Council of Boundary Maps and a Resolution of Intention:** These actions represent the first official acts towards consideration of the formation of a CFD. They set forth the parameters of a CFD including the RMA, set a public hearing date at least 30 days but no more than 60 days later to consider the establishment of the CFD, and set forth the procedures for an election of the qualified electors (which are expected to be the property owner).
- **Public hearing and election of property owners:** The City Council holds a public hearing and counts the ballots for and against formation of the CFD.
- **Adoption of a Resolution of Formation:** Upon the conclusion of the public hearing the City Council may adopt a resolution forming the CFD and authorizing the levy of special taxes within the CFD subject to approval by the property owner as the qualified elector. Once the property owner election has been completed the Council can vote to form the CFD and record a special tax lien against property within the CFD. This is typically done at the same meeting as the public hearing. At this meeting the Council may approve the issuance of bonds for the facilities CFD.
- **Issuance of bonds and the levy of taxes:** The actual issuance of the bonds requires the completion of various documents, including bond documents prepared by bond counsel and a preliminary official statement prepared by disclosure counsel. The preliminary official statement will include a description of the bonds, the security for the bonds, the CFD, the developer and the RMA, an appraisal, and an absorption study to validate expected housing prices and sales rates. The bonds will be sold to investors by the underwriters. The City's financial advisor will coordinate the efforts of the various consultants and validate the bond pricing. Best Best & Krieger is recommended to serve as bond counsel and KNN Public Finance is recommended to serve as financial advisor. Other financing team participant recommendations will be brought back to the City Council for approval at a later date.

Deposit and Reimbursement Agreements

A "Community Facilities District Reimbursement Agreement" for the facilities CFD and a "Community Facilities District Advance Deposit Agreement" for the services CFD have been drafted for City Council consideration. These agreements will ensure that, as the CFD applicant, Pardee pays all expenses related to the consideration of the districts. Among the costs covered by these agreements are the special tax consultant, bond counsel, financial advisor, disclosure counsel, appraiser, market absorption consultant, City Attorney and City staff time.

The City expects to receive advance deposits from Pardee in the amounts of $43,500 (facilities CFD) and $27,000 (services CFD) in anticipation of the Council's approval of the deposit and reimbursement agreements. Pardee will be required to make additional deposits as needed so that the City's costs are fully covered.

Financing Team Consultants

The following financing team consultants are required to initiate the CFD formation efforts. Staff is requesting that the City Council authorize the City Manager to execute professional services agreements with each of the following. All fees for these consultants will be paid from deposits posted by Pardee or from the proceeds of a CFD bond issue.

Special Tax Consultant: Staff recommends hiring the firm of Albert A. Webb Associates ("Webb") as Special Tax Consultant. Shane Spicer, Director of Municipal Finance will serve as the project manager. Mr. Spicer has provided special district formation, administration and consulting services for more than 300 special districts. Webb has provided special district administration services to Santee since 2012, with Mr. Spicer as the project manager, having been selected as a result of a "request for proposals" process. Webb served as special tax consultant in the recent formation of City of Santee CFD No. 2015-1. Webb's proposed fee includes $8,000 for the fiscal impact analysis, $27,000 for the facilities CFD formation and $12,000 for the public safety/services CFD formation.

Bond Counsel: Staff recommends hiring Best Best & Krieger ("BB&K") to serve as bond counsel. Warren Diven, Public Finance Practice Group partner has 33 years of public finance experience and has served as lead counsel for numerous CFD and other financings since joining BB&K in 2000. BB&K, with Mr. Diven as lead counsel, served as disclosure counsel on the City's 2005 tax allocation bond and lease revenue bond financings, and as bond counsel for the 2007 Sky Ranch CFD process and the 2011 tax allocation bond financings. BB&K's proposed fee includes $25,000 for the facilities CFD formation, $35,000 for the issuance of CFD bonds and $15,000 for the public safety/services CFD formation.

Financial Advisor: Staff recommends hiring the firm of KNN Public Finance ("KNN") to serve as financial advisor. The financial advisor serves an essential role, assisting the City in the review and analysis of the financing plan, selecting and coordinating the efforts of the financing team, providing recommendation on the bond structure, reviewing legal documents, monitoring bond pricing and the performance of the bond underwriter, and assisting in the investment of bond proceeds. During 2015 KNN served as financial advisor on 95 bond transactions totaling $7.3 billion. David Brodsly, Managing Director will serve as the lead financial advisor and project manager. Mr. Brodsly has served as financial advisor on the City's 2005 tax allocation bond and lease revenue bond financings, the 2007 Sky Ranch CFD process and the 2011 tax allocation bond financings. Mr. Brodsly will be supported by Dan Cox, Vice President who brings special expertise in land secured financings including CFDs and who was also a part of the consultant team for the 2007 Sky Ranch CFD process. KNN's proposed fee is for a maximum not-to-exceed amount of $20,000.

Other financing team consultant recommendations including underwriter, disclosure counsel, appraiser and market absorption consultant will be brought to the City Council for consideration at a later date.

Conclusion

While the actions recommended herein are prerequisite for the formation of a CFD(s) for the Castlerock development, they do not commit the City or Pardee to the formation or bond financing. Several additional steps will be required as previously outlined in this report.

Recommendation

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Community Facilities District Reimbursement Agreement and a Community Facilities District Advance Deposit Agreement with Pardee Homes, Inc.
2. Authorize the City Manager to execute professional services agreements with Albert A. Webb Associates (special tax consultant), Best Best & Krieger (bond counsel) and KNN Public Finance (financial advisor)

COMMUNITY FACILITIES DISTRICT REIMBURSEMENT AGREEMENT
(Castlerock)

THIS AGREEMENT is made and entered into this __day of _____, 2016, by and between the CITY OF SANTEE, a municipal corporation ("City"), and Pardee Homes, Inc. a California corporation ("Applicant").

RECITALS

A. The Applicant has made application with the City to request that the City initiate proceedings under the provisions of the "Mello-Roos Community Facilities Act of 1982," as amended (Government Code Section 53311 and following), to form a community facilities district (the "Community Facilities District") to finance the acquisition and/or construction of certain public improvements (the "Improvements"). The construction of such Improvements is required as a precondition to the development of properties owned and/or to be developed by the Applicant or affiliates of the Applicant within that development commonly known as Castlerock.

B. Applicant agrees to advance funds to the City for the payment of all initial consulting and administration costs and expenses related to the proceedings to consider the formation of the Community Facilities District (the "Formation Proceedings") and the proceedings to subsequently authorize, issue and sell bonds for the Community Facilities District (the "Bond Issuance Proceedings"). Such monies shall be subject to reimbursement or credit pursuant to the provisions of this Agreement upon the successful sale of bonds for the Community Facilities District and the receipt by the City of the proceeds of such bonds.

C Applicant requested that prior to the formation of the Community Facilities District Applicant may, at its election, solicit bids for and contract for the construction of certain Improvements which are identified in Exhibit "A" hereto (the "Initial Improvements"). Applicant may request that the Initial Improvements be eligible to be acquired from the proceeds of special taxes authorized to be levied within Community Facilities District (the "Special Taxes") or bonds issued by the Community Facilities District (the "Bonds") to be secured by such Special Taxes notwithstanding the fact that construction of some or all of such Initial Improvements be may be completed and such Initial Improvements may be accepted by the City prior to (i) the City and the Applicant entering into an agreement to establish the terms and conditions pursuant to which the acquisition or construction of specified Improvements may be financed by the Community Facilities District (an "Acquisition and Funding Agreement") or (ii) the completion of the Formation Proceedings and the formation of the Community Facilities District.

D. The parties hereto wish to enter into an Agreement to memorialize the terms and conditions pursuant to which Applicant shall advance monies and the monies so advanced may, subject to certain conditions contained herein, be reimbursed or credited against future special tax obligations and to preserve the ability for the Community Facilities District to finance the acquisition of the Initial Improvements and for the City to acquire such Initial Improvements.

AGREEMENT

The parties hereto, for mutual consideration, agree as follows:

SECTION 1. **Advances.**

A. Applicant shall advance monies to the City in such amounts and at such times as specified below to pay all reasonable and necessary costs and expenses incurred by the City in undertaking the Proceedings (except those costs and expenses which are contingent upon the issuance of bonds for the Community Facilities District and payable solely from the proceeds of such bonds), including without limitation, the following:

1. Special tax consultant services;

2. Bond counsel services provided as a part of the Formation Proceedings;

3. Bond counsel services provided as a part of the Bond Issuance Proceedings (the initial deposit for such services shall be required to be made following the formation of the Community Facilities District);

4. Financial advisory services;

5. Disclosure counsel services (the initial deposit for such services shall be required to be made following the formation of the Community Facilities District);

6. Appraisal and market absorption services (the initial deposit for such services shall be required to be made following the formation of the Community Facilities District); and

7. City staff and City Attorney time.

All such costs and expenses are collectively referred to as the "Formation and Issuance Costs."

B. Advances shall be made to the City pursuant to the following schedule:

1. Applicant shall advance the amount of $43,500, receipt of which is hereby acknowledged by the City.

2. If monies in addition to the initial advance are necessary to pay for the Formation and Issuance Costs, the City shall as necessary and from time to time make written demand upon Applicant and Applicant shall immediately thereafter, within seven (7) working days of the date of such notice, deposit said monies with the City to pay for the balance of the Formation and Issuance Costs. If such additional monies are not timely received, all Proceedings shall, at the option of the City, be suspended until such monies are received. City will provide written notice to Applicant when the remaining initial advance is reduced to $5,000.

3. The City may, following the completion of the Formation Proceedings and the formation of the Community Facilities District, make written demand upon Applicant for an initial

deposit for the services identified in A.3, 5 and 6 and Applicant shall be required to such monies with the City. If such monies are not timely received, all Bond Issuance Proceedings shall, at the option of the City, be suspended until such monies are received

SECTION 2. **Records.** The City agrees to keep records consistent with its regular accounting practices of the amount of monies advanced and the expenditure of such monies. Additionally, the City shall enter into and maintain contracts with all consultants that shall specify the scope of services and compensation to be paid to all such consultants. Such records and contracts shall be available for review by the Applicant during normal business hours upon reasonable notice to the City. City will provide Applicant, within fifteen (15) days of request, a summary that itemizes how the monies advanced have been spent.

SECTION 3. **Reimbursement.** If the Community Facilities District is formed and bonds are issued for the Community Facilities District, all monies advanced which have been expended and/or committed by the City prior to the issuance of such bonds to pay outstanding Formation and Issuance Costs incurred by the City shall be reimbursed to the Applicant in cash solely from the proceeds of such bonds and any remaining monies advanced shall be returned to the Applicant.

If the Proceedings to form the Community Facilities District are not completed and are abandoned for any reason at any time prior to the successful sale of bonds or the Community Facilities District is unable for any reason to issue or sell the bonds, there will be no obligation on the part of the City or the Community Facilities District to reimburse Applicant for any monies previously advanced pursuant to this Agreement; provided, however, the City does agree to return to Applicant within fifteen (15) days any monies previously advanced which remain on deposit with the City and which the City determines are in excess of the amount necessary to pay for any outstanding Formation and Issuance Costs previously incurred by the City.

SECTION 4. **Ownership of Documents.** All appraisals, market absorption studies, special tax pro formas and other documentation as prepared as a part of the Proceedings shall become the property of the City, regardless as to whether the Community Facilities District is actually formed. Applicant shall have the right to timely receive all documents and other work product prepared by City consultants in connection with the Formation and Issuance Costs, except for documents and other work product subject to the attorney-client work product privileges.

SECTION 5. **No Obligation to Form Community Facilities District.** Applicant and City acknowledge that the obligation of the City is limited to initiating and diligently pursuing, subject to the provisions herein, proceedings to form the Community Facilities District and subsequently issue bonds to finance the acquisition and/or construction of the designated public facilities. However, Applicant further acknowledges that the decision of the City Council to form the Community Facilities District is an exercise of the legislative authority of the City Council and that the City may not enter into a contract to obligate the City Council to exercise its legislative discretion in a particular way. This Agreement does not, therefore, in any way create a contractual, legal or equitable obligation of or commitment by the City to approve the formation of the Community Facilities District. The City expressly reserves the right to abandon the Proceedings for any reason at any time prior to the completion thereof. Should Applicant desire to abandon the Formation Proceedings and/or the Bond Issuance Proceedings, Applicant shall provide written notification of such desire to the City and request the City to immediately terminate all consulting agreements and use all efforts to minimize any and all Formation and Issuance Costs.

SECTION 6. **Eligibility of the Initial Improvements to be Financed Through the Community Facilities District.** Applicant, in order to proceed in a timely way with development of the Property, may elect to initiate construction of the Initial Improvements, or any part thereof, prior to (i) the City and the Applicant entering into an Acquisition and Funding Agreement to establish the terms and conditions pursuant to which the acquisition or construction of Improvements may be financed by the Community Facilities District or (ii) the completion of the Formation Proceedings and the formation of the Community Facilities District. Such Initial Improvements may be accepted by the City, following the completion of the construction thereof, and, notwithstanding such acceptance, such Initial Improvements will be eligible to be acquired by the City from the proceeds of Special Taxes authorized to be levied within the Community Facilities District, bonds issued by the Community Facilities District, or a combination thereof if the Applicant shall have constructed or caused the construction thereof in accordance with the requirements set forth in Exhibit B hereto.

Notwithstanding that the Applicant may construct the Initial Improvements pursuant to the requirements set forth in Exhibit B hereto so as to preserve the eligibility of such improvements to be acquired by the City from the proceeds of Special Taxes or bonds issued by the Community Facilities District, City and Applicant acknowledge that the terms and conditions pertaining to the determination of the acquisition price for the Initial Improvements, the conditions precedent to the payment of such acquisition price and the timing of such payment shall be subject to the mutual agreement of the City and Applicant and shall be incorporated into the Acquisition and Funding Agreement.

SECTION 7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 8. **Authority to Execute Agreement.** The City and the Applicant represent that the individuals signing this Agreement have full right and authority to bind their respective parties to this Agreement.

SECTION 9 **Best Efforts.** The parties promise to use their best efforts to satisfy all conditions to this Agreement and to take all further steps and execute all further documents reasonably necessary to put this Agreement into effect.

SECTION 10. **Successor and Assigns.** This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns. Applicant may not assign its rights or obligations hereunder except upon written notice to City within ten (10) days of the date of such assignment indicating the name and address of the assignee. Upon such notice and the assumption by the assignee in writing delivered to the City of the rights, duties and obligations of the Applicant arising under or from this Agreement, Applicant shall be released for all future duties or obligations arising under or from this Agreement.

SECTION 11. **Singular and Plural; Gender.** Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the masculine feminine or neuter gender shall include the others whenever the context of the Agreement so indicates.

SECTION 12. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be altered, modified or amended except by an instrument in writing executed by all of the parties.

SECTION 13. **Governing Law.** This Agreement has been executed in and shall be governed by the laws of the State of California.

SECTION 14. **Construction.** This Agreement shall be construed as a whole and in accordance with its fair meaning. Captions and organizations are for convenience and shall not be used in construing meaning.

SECTION 15. **Severability.** In the event that any one or more of the provisions of this Agreement that is or are material to the entering into this Agreement by either Applicant or the City shall for any reason be held to be unenforceable in any material respect by a court of competent jurisdiction, Applicant and the City may mutually agree that such unenforceability shall not affect any other provision of this Agreement, and that this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein. If Applicant and the City fail to so mutually agree, this Agreement shall terminate, without penalty to either party, after the giving by one party of thirty (30) days' prior written notice to the other party. In such event, the City shall use all efforts to minimize any and all Formation and Issuance Costs and shall return to Applicant any monies previously advanced which remain on deposit with the City and which the City determines are in excess of the amount necessary to pay for any outstanding Formation and Issuance Costs previously incurred by the City.

SECTION 16. **Notices.** All notices and demands shall be given in writing by personal delivery or first-class mail, postage prepaid. Notices shall be addressed as appears below for the respective party; provided that, if any party gives notice of a change of name of address, notices to the giver of that notice shall thereafter be given as demanded in that notice. Notices shall be deemed received seventy-two (72) hours after deposit in the United States mail.

CITY: CITY OF SANTEE
10601 Magnolia Avenue
Santee, CA 92071
Attention: City Manager

APPLICANT: PARDEE HOMES
13400 Sabre Springs Parkway, Suite 200
San Diego, CA 92128
Attention: Jimmy Ayala

WITH A COPY TO: SHEPPARD MULLIN RICHTER & HAMPTON LLP
501 West Broadway, 19th Floor
San Diego, CA 92101
Attention: John E. Ponder

SECTION 17. **Time of the Essence.** Time is of the essence in the performance of the parties respective obligations herein contained.

SECTION 18. **Waiver.** The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by him of any other covenant, condition or promise. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and any provision of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

SECTION 19. **Amendment.** No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

[Remainder of this page intentionally left blank.]

Signature Page
to
Community Facilities District Reimbursement Agreement
between
the City of Santee
and
Pardee Homes, Inc.

IN WITNESS WHEREOF, City and Applicant have executed this Agreement thereby indicating that they have read and understood same, and indicate their full and complete consent to its terms.

CITY OF SANTEE

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney
City of Santee

Pardee Homes, Inc., a California corporation

By: _____
Name: Jimmy Ayala
Title: Division President

EXHIBIT A

DESCRIPTION OF THE INITIAL IMPROVEMENTS

Mast Blvd improvements including but not limited to street and traffic signal improvements, median, curb, gutter, sidewalk, street lights, street signs, pedestrian ramps, trail and fencing, striping, signage, dry utilities, and appurtenant facilities and expenses.

EXHIBIT B

DESIGN, BIDDING AND CONSTRUCTION
OF THE INITIAL IMPROVEMENTS

A. Plans and Specifications of the Initial Improvements.

Applicant shall complete or cause the completion of the design of the Initial Improvements and prepare the plans and specifications of the Initial Improvements (the "Plans and Specifications") in a form and substance which is satisfactory to the City Engineer of the City (the "City Engineer"). Upon approval of the Plans and Specifications by the City Engineer, Applicant may proceed with the construction of the Initial Improvements in accordance with the provisions of B. below.

B. Bidding and Construction of the Initial Improvements.

In order to insure that the Initial Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, so that they may be acquired by the City pursuant to Section 53313.5 of the California Government Code, Applicant shall comply with all of the following requirements with respect to the construction of the Initial Improvements:

(1) Applicant shall receive bids for the construction of the Initial Improvements from at least three qualified bidders. Applicant may solicit bids based on Plans and Specifications that have received second plan check review from the City Engineer. However, if Applicant elects to proceed in this manner, it may not award a contract for the construction of the Initial Improvements unless and until it shall have delivered Plans and Specifications that have been finally approved by the City Engineer sufficiently in advance of the scheduled bid opening so that the bidders will have an adequate opportunity to base their bids on such finally approved Plans and Specifications.

(2) The contract or contracts for the construction of the Initial Improvements shall be awarded to the qualified bidder(s) submitting the lowest responsive bid(s) for the construction of the Initial Improvements.

(3) Applicant shall require, and the Plans and Specifications and bid and contract documents shall require, all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code and the California Public Contract Code relating to public works projects of cities and as required by the procedures and standards of the City with respect to the construction of its public works projects.

(4) Applicant and all such contractors shall comply with such other requirements relating to the construction of the Initial Improvements that the City may impose by written notification delivered to Applicant and each such contractor at any time either prior to the receipt of bids by Applicant for the construction of the Initial Improvements or, to the extent required as a result of changes in applicable laws or as necessitated to protect the public health and safety, during the progress of construction thereof.

(5) Applicant and Applicant's contractors shall comply with all requirements of the applicable subdivision improvement agreement, if any, in the construction of all Initial Improvements.

(6) Applicant shall provide proof to the City, at such intervals and in such form as the City may require, that the foregoing requirements have been satisfied as to all of the Initial Improvements.

C. Inspection of Initial Improvements; Completion of Construction. The City shall have responsibility for providing inspection of the work of construction of the Initial Improvements to insure that the work of construction is accomplished in accordance with the Plans and Specifications. The City's personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of the Initial Improvements to the satisfaction of the City's inspectors, Applicant shall notify the City in writing that the construction of the Initial Improvements has been completed in accordance with the Plans and Specifications. Upon receiving such written notification from Applicant, and upon receipt of written notification from its inspectors that construction of the Initial Improvements has been completed in accordance with the Plans and Specifications and the City's standard requirements, the City shall in a timely manner notify Applicant in writing that the construction of the Initial Improvements has been satisfactorily completed. Upon receiving such notification, Applicant shall forthwith file with the County Recorder of the County of San Diego (the "County Recorder") a Notice of Completion with respect to the Initial Improvements pursuant to the provisions of Section 3093 of the Civil Code. Applicant shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder.

COMMUNITY FACILITIES DISTRICT ADVANCE DEPOSIT AGREEMENT
(Castlerock)

THIS AGREEMENT is made and entered into this __day of _____, 2016, by and between the CITY OF SANTEE, a municipal corporation ("City"), and Pardee Homes, Inc. a California corporation ("Applicant").

RECITALS

A. The Applicant has made application with the City to request that the City initiate proceedings under the provisions of the "Mello-Roos Community Facilities Act of 1982," as amended (Government Code Section 53311 and following), to annex the Property (defined below) to Community Facilities District No. 2015-1 (Municipal Maintenance Services) of the City of Santee ("CFD No. 2015-1") and/or form a separate community facilities district (the "Community Facilities District") to finance certain public services required to serve the properties owned and/or to be developed by the Applicant or affiliates of the Applicant within that development commonly known as Castlerock (the "Property").

B. Applicant agrees to advance funds to the City for the payment of all initial consulting and administration costs and expenses related to the proceedings to consider the annexation to CFD No. 2015-1 and/or the formation of a new Community Facilities District (the "Proceedings").

C. The parties hereto wish to enter into an Agreement to memorialize the terms and conditions pursuant to which Applicant shall advance monies.

AGREEMENT

The parties hereto, for mutual consideration, agree as follows:

SECTION 1. **Advances.**

A. Applicant shall advance monies to the City in such amounts and at such times as specified below to pay all reasonable and necessary costs and expenses incurred by the City in undertaking the Proceedings, including without limitation, the following:

1. Special tax consultant services; and

2. City staff and City Attorney time.

All such costs and expenses are collectively referred to as the "Formation Costs."

B. Advances shall be made to the City pursuant to the following schedule:

1. Applicant shall advance the amount of $27,000, receipt of which is hereby acknowledged by the City.

2. If monies in addition to the initial advance are necessary to pay for the Formation Costs, the City shall as necessary and from time to time make written demand upon Applicant and Applicant shall immediately thereafter, within seven (7) working days, deposit said monies with the City to pay for the balance of the Formation Costs. If such additional monies are not timely received, all Proceedings shall, at the option of the City, be suspended until such monies are received. City will provide written notice to Applicant when the remaining initial advance is reduced to $5,000.

C. If the Proceedings to form the Community Facilities District and/or annex the Property to CFD No. 2015-1 are not completed and are abandoned for any reason at any time, there will be no obligation on the part of the City or the Community Facilities District to reimburse Applicant for any monies previously advanced pursuant to this Agreement; provided however, the City does agree to return to Applicant within fifteen (15) days any monies previously advanced which remain on deposit with the City and which the City determines are in excess of the amount necessary to pay for any outstanding Formation Costs previously incurred by the City.

D. If the Community Facilities District and/or annexation of the Property to CFD No. 2015-1 is completed, the City agrees to return to Applicant within fifteen (15) days any monies previously advanced which remain on deposit with the City and which the City determines are in excess of the amount necessary to pay for any outstanding Formation Costs previously incurred by the City.

SECTION 2. **Records.** The City agrees to keep records consistent with its regular accounting practices of the amount of monies advanced and the expenditure of such monies. Additionally, the City shall enter into and maintain contracts with all consultants that shall specify the scope of services and compensation to be paid to all such consultants. Such records and contracts shall be available for review by the Applicant during normal business hours upon reasonable notice to the City. City will provide Applicant within fifteen (15) days of request, a summary that itemizes how the monies advanced have been spent.

SECTION 3. **Ownership of Documents.** All documents prepared as a part of the Proceedings shall become the property of the City, regardless as to whether the Community Facilities District is actually formed or the Property is annexed in to CFD No. 2015-1. Applicant shall have the right to timely receive copies of all documents and other work product prepared by City consultants in connection with the Formation Costs, except for documents and other work product subject to the attorney-client work product privileges.

SECTION 4. **No Obligation to Form Community Facilities District and/or Annex the Property to CFD No. 2015-1.** Applicant and City acknowledge that the obligation of the City is limited to initiating and diligently pursuing, subject to the provisions herein, proceedings to form the Community Facilities District and/or to annex the Property to CFD No. 2015-1 to finance the designated public services. However, Applicant further acknowledges that the decision of the City Council to form the Community Facilities District and/or to annex the Property to CFD No. 2015-1 is an exercise of the legislative authority of the City Council and that the City may not enter into a contract to obligate the City Council exercise its legislative discretion in a particular manner. This Agreement does not, therefore, in any way create a contractual, legal or equitable obligation of or commitment by the City to approve the formation of the Community Facilities District or the annexation of the Property to CFD No. 2015-1. The City expressly reserves the right to abandon the Proceedings for any reason at any time prior to the thereof. Should Applicant desire to abandon the Proceedings, Applicant shall provide written

of such desire to the City and request the City to immediately terminate all consulting agreements and all efforts to minimize any and all Formation Costs.

SECTION 5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 6. **Authority to Execute Agreement.** The City and the Applicant represent that the individuals signing this Agreement have full right and authority to bind their respective parties to this Agreement.

SECTION 7. **Best Efforts.** The parties promise to use their best efforts to satisfy all conditions to this Agreement and to take all further steps and execute all further documents reasonably necessary to put this Agreement into effect.

SECTION 8. **Successor and Assigns.** This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns. Applicant may not assign its rights or obligations hereunder except upon written notice to City within ten (10) days of the date of such assignment indicating the name and address of the assignee. Upon such notice and the assumption by the assignee in writing delivered to the City of the rights, duties and obligations of the Applicant arising under or from this Agreement, Applicant shall be released for all future duties or obligations arising under or from this Agreement.

SECTION 9. **Singular and Plural; Gender.** Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the masculine feminine or neuter gender shall include the others whenever the context of the Agreement so indicates.

SECTION 10. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be altered, modified or amended except by an instrument in writing executed by all of the parties.

SECTION 11. **Governing Law.** This Agreement has been executed in and shall be governed by the laws of the State of California.

SECTION 12. **Construction.** This Agreement shall be construed as a whole and in accordance with its fair meaning. Captions and organizations are for convenience and shall not be used in construing meaning.

SECTION 13. **Severability.** In the event that any one or more of the provisions of this Agreement that is or are material to the entering into this Agreement by either Applicant or the City shall for any reason be held to be unenforceable in any material respect by a court of competent jurisdiction, Applicant and the City may mutually agree that such unenforceability shall not affect any other provision of this and that this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein. If Applicant and the City fail to so mutually agree, this Agreement shall without penalty to either party, after the giving by one party of thirty (30) days' prior written notice to other party. In such event, the City shall use all efforts to minimize any and all Formation Costs and return to Applicant any monies previously advanced which remain on deposit with the City and which

City determines are in excess of the amount necessary to pay for any outstanding Formation Costs previously incurred by the City.

SECTION 14. **Notices.** All notices and demands shall be given in writing by personal delivery or first-class mail, postage prepaid. Notices shall be addressed as appears below for the respective party; provided that, if any party gives notice of a change of name of address, notices to the giver of that notice shall thereafter be given as demanded in that notice. Notices shall be deemed received seventy-two (72) hours after deposit in the United States mail.

CITY:	CITY OF SANTEE 10601 Magnolia Avenue Santee, CA 92071 Attention: City Manager
APPLICANT:	PARDEE HOMES 13400 Sabre Springs Parkway, Suite 200 San Diego, CA 92128 Attention: Jimmy Ayala
WITH A COPY TO:	SHEPPARD MULLIN RICHTER & HAMPTON LLP 501 West Broadway, 19th Floor San Diego, CA 92101 Attention: John E. Ponder

SECTION 15. **Time of the Essence.** Time is of the essence in the performance of the parties respective obligations herein contained.

SECTION 16. **Waiver.** The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by him of any other covenant, condition or promise. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and any provision of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

SECTION 17. **Amendment.** No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

[Remainder of this page intentionally left blank.]

Signature Page
to
Community Facilities District Advance Deposit Agreement
between
the City of Santee
and
Pardee Homes, Inc.

IN WITNESS WHEREOF, City and Applicant have executed this Agreement thereby indicating that they have read and understood same, and indicate their full and complete consent to its terms.

CITY OF SANTEE

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney
City of Santee

Pardee Homes, Inc., a California corporation

By: _____
Name: Jimmy Ayala
Title: Division President

City of Santee

COUNCIL AGENDA STATEMENT

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE **RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE MISSION GORGE ROAD MEDIAN INSTALLATION PROJECT BETWEEN RIVERVIEW PARKWAY AND FIRST STREET, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA TO RECEIVE HIGHWAY SAFETY IMPROVEMENT PROGRAM GRANT FUNDING, APPROPRIATING FUNDS FOR THE PROJECT AND FINDING THE PROJECT EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services MK

SUMMARY

This item requests that the City Council amend the Capital Improvement Program (CIP) to add the installation of decorative raised medians in Mission Gorge Road from Riverview Parkway to First Street, consistent with the Circulation Element of the General Plan and the city's public works standards. Exhibit A is the Project Page proposed for inclusion in the CIP. Funding for the Project would be primarily from a Highway Safety Improvement Program grant in the amount of $780,000. Upon completion of this project the only section of Mission Gorge Road without raised medians would be between Fanita Drive and Carlton Hills Boulevard.

Background: On July 9, 2008 the City Council approved the Master Agreements between the City of Santee and Caltrans for State funded and Federal Aid projects by City Council Resolution No. 055-2008. The Master Agreements cover general requirements for the implementation of projects and the maintenance of the completed facilities. In order to be reimbursed for a specific project, Caltrans requires that a Program Supplement Agreement (PSA) be executed for each project with authorization by a resolution of the City Council (Exhibit B).

ENVIRONMENTAL REVIEW This project is Categorically Exempt from the provisions of the California Environmental Quality Act, pursuant to section 15301, "Existing Facilities". The medians would be in an existing road with no increase in capacity.

FINANCIAL STATEMENT Inclusion of this Project (CIP 2015-13) in the CIP, funded with HSIP and developer contributions, would not impact the funding sources for other Projects in the CIP. The $780,000 HSIP grant consists of: preliminary engineering design in the amount of $97,000; construction in the amount of $598,000; and contingencies in the amount of $85,000. No local match is required. Developer in-lieu contributions totaling $48,745 would go toward landscaping and lighting improvements in the medians.

CITY ATTORNEY REVIEW ☐ N/A ☒ Completed

RECOMMENDATION

Adopt the Resolution

1. Amending the Capital Improvement Program to include the Mission Gorge Road Median Installation project (CIP 2015-13); and
2. Authorizing the City Manager to execute a Program Supplement Agreement with Caltrans for the Highway Safety Improvement Program grant funds in the amount of $97,000 for the design of the Mission Gorge Road Median Installation project (CIP 2015-13); and
3. Appropriating funds in the amount of $828,745, comprised of HSIP grant $780,000 plus $48,745 in developer contributions; and
4. Finding CIP 2015-13 exempt under the California Environmental Quality Act.

ATTACHMENTS Staff Report Project Map Resolution Exhibit A Exhibit B

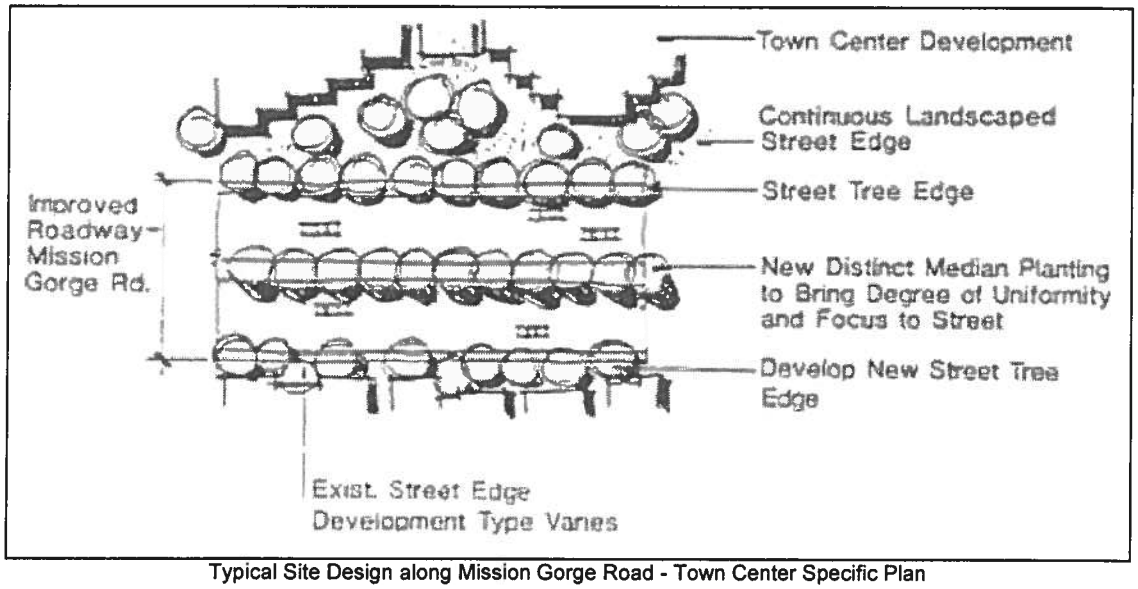
STAFF REPORT

RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE MISSION GORGE ROAD MEDIAN INSTALLATION PROJECT BETWEEN RIVERVIEW PARKWAY AND FIRST STREET, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA TO RECEIVE HIGHWAY SAFETY IMPROVEMENT PROGRAM GRANT FUNDING, APPROPRIATING FUNDS FOR THE PROJECT AND FINDING THE PROJECT EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

MARCH 23, 2016

1. Amendment to the Adopted Capital Improvement Program

The addition of the Mission Gorge Road Median Installation project to the adopted Capital Improvement Program is consistent with the Circulation Element of the General Plan and the Town Center Specific Plan which specifies Mission Gorge Road as a six lane road with raised landscape medians to control turning movements except at signalized intersections.



Typical Site Design along Mission Gorge Road - Town Center Specific Plan

The FY 2006-2010 five-year Capital Improvement Program had identified the section of Mission Gorge Road between Riverview Parkway (formerly Civic Center Drive) and Magnolia Avenue for raised landscaped medians but as an unfunded future year project. The currently adopted Program inadvertently omitted this Project. A Federal Highway Safety Improvement Program grant in the amount of $780,000 has been awarded to the City of Santee for this project. In addition, developer contributions have already been received for this project totaling $48,745.

Developments along Mission Gorge Road have been either conditioned to provide landscaped and irrigated traffic safety islands or contribute in-lieu fees towards the eventual construction of medians along their respective frontages on Mission Gorge Road. For example, the raised landscaped median on Mission Gorge Road in front of the MarketPlace shopping center and Lowes/Kohl's was constructed with developer funds.

Vestar constructed the landscaped medians on Mission Gorge Road and Cuyamaca Street with the construction of Santee Trolley Square. Developer contributions are preferred when the street frontages of individual developments are relatively short. As such, developer contributions have been made by Pep Boys and the Santee Plaza for future construction of these medians. These amounts are included in the proposed project budget for a combined total of $48,745.

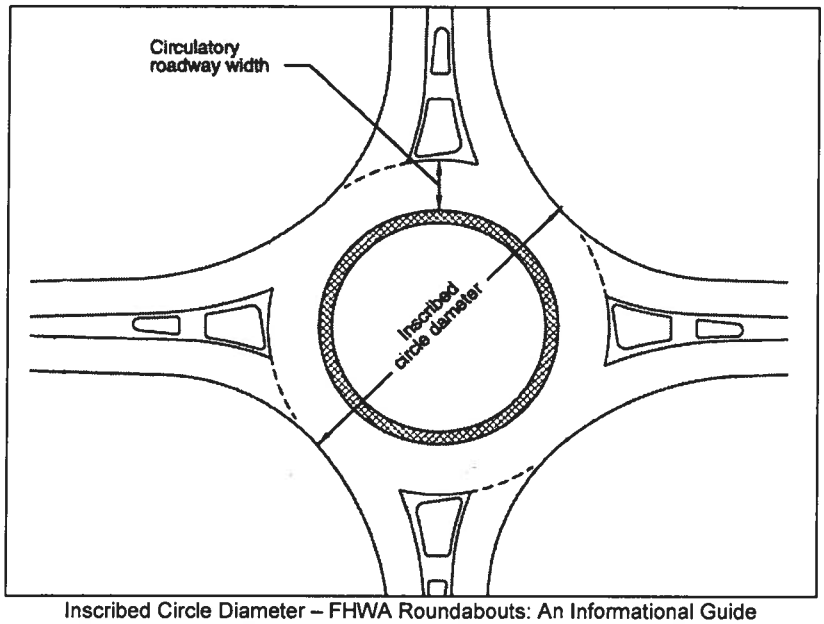
2. Highway Safely Improvement Program (HSIP) Grant

In 2013, staff applied for a Highway Safely Improvement Program (HSIP) grant in response to the high volume of collisions due to unsafe left turns on Mission Gorge Road between Magnolia Avenue and Riverview Parkway. The City has now been approved for the grant totaling $780,000 for the design and construction of raised decorative concrete medians. The grant does not require the typical 10% local match in order to incentivize project implementation. The award of this grant would allow the City to implement the construction of the landscaped medians sooner rather than later. Because the grant guidelines restrict the amount of grant funding that can be used towards landscaping and irrigation to 10% ($78,000), developer contributions will be used to complete the project. Preliminary design will include lighting to support tree lighting.

3. Design Alternative

Recently, City Council has received testimony from the public interested in roundabouts as an alternative design to medians for speed control and pedestrian safety. Staff conducted a preliminary roundabout assessment at the currently signalized intersections at Edgemoor Drive, Cottonwood Avenue and Riverview Parkway. Key factors include the design speed of the roadway and potential impacts to adjacent private properties. The Circulation Element classifies Mission Gorge Road as a Prime Arterial. A Prime Arterial is "six lanes or larger divided roadways with raised, landscaped medians to control turning movements that cross other arterials at grade with signalized intersections". The speed limit is 40 miles per hour.

The Federal Highway Administration (FHWA) recommends an urban multi-lane roundabout have a design approach speed of 25 miles per hour and have a minimum inscribed circle diameter of 180 feet (refer to diagram on page 3). In order to reduce the approach speed from 40 to 25 miles per hour on Mission Gorge Road, significant redesign and reconstruction of curb and gutter would be necessary. Engineering staff has determined that three roundabouts would affect ten properties, to include a minimum of four full property acquisitions to construct safe roundabouts in this urban multi-lane Prime Arterial.



Inscribed Circle Diameter – FHWA Roundabouts: An Informational Guide

4. Staff Recommendation

Staff recommends that the City Council adopt the Resolution:

1. Amending the Capital Improvement Program to include the Mission Gorge Road Median Installation project (CIP 2015-13); and
2. Authorizing the City Manager to execute a Program Supplement Agreement with Caltrans for the Highway Safety Improvement Program grant funds in the amount of $97,000 for the design of the Mission Gorge Road Median Installation project (CIP 2015-13); and
3. Appropriating funds in the amount of $828,745, comprised of HSIP grant $780,000 plus $48,745 in developer contributions for the Project; and
4. Finding CIP 2015-13 exempt under the California Environmental Quality Act.

Project Map- Mission Gorge Road Median Installation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE MISSION GORGE ROAD MEDIAN INSTALLATION PROJECT BETWEEN RIVERVIEW PARKWAY AND FIRST STREET, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA TO RECEIVE HIGHWAY SAFETY IMPROVEMENT PROGRAM GRANT FUNDING, APPROPRIATING FUNDS FOR THE PROJECT FINDING THE PROJECT EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Santee has an adopted Capital Improvement Program/Five-Year Budget for Fiscal Years 2015-16 through 2019-20 which includes Circulation Improvement Projects, and

WHEREAS, the Circulation Element of the General Plan identifies raised landscape medians on Prime Arterials which upgrade and maintain existing transportation corridors to meet urban safety standards, and promote the utilization of traffic control devices such as center medians and/or left turn pockets where appropriate (Objective 3.0 and Policy 3.2); and

WHEREAS, Policy 1.6 of the Circulation Element requires the active pursuit of local, state, and federal funding for circulation-related public improvement projects; and

WHEREAS, the City applied for, and received a Federal Highway Safety Improvement Program (HSIP) Grant in the amount of $780,000 for the Mission Gorge Road Median Installation project to construct raised concrete medians and pedestrian ramps on Mission Gorge Road between First Street and Riverview Parkway consistent with the Circulation Element; and

WHEREAS, the City holds developer contributions for the construction of landscaped medians in Mission Gorge Road totaling $48,745; and

WHEREAS, staff recommends City Council amend the adopted Capital Improvement Program to include the Mission Gorge Road Median Installation project (CIP 2015-13) to add raised medians between RiverView Parkway and First Street with identified funding; and

WHEREAS, on July 9, 2008 the City Council approved the Master Agreements between the City and the State of California for receiving State and Federal Funds, respectively; and

WHEREAS, Caltrans requires that a Program Supplement Agreement for grant funds be executed in order for the City to receive reimbursement for project costs in addition to any Master Agreement with the State of California; and

WHEREAS, staff recommends City Council authorize the City Manager to execute a Program Supplement Agreement with the State of California for the Federal Highway Safety Improvement Program grant funding for the design and construction of the Mission Gorge Road Median Installation project.

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

SECTION 1: The Capital Improvement Program is amended to include the Mission Gorge Road Median Installation project (CIP 2015-13).

SECTION 2: The City Manager is authorized to execute a Program Supplement Agreement with the State of California for the Federal Highway Safety Improvement Program grant for

the design and construction of the Mission Gorge Road Median Installation project (CIP 2015-13) in the amount of $780,000.

SECTION 3: Funding is appropriated in the amount of $828,745 for CIP 2015-13, comprised of HSIP grant funds ($780,000) and developer contributions ($48,745).

SECTION 4: The City Council finds that CIP 2015-13 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 (exemption for existing facilities).

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of March, 2016, by the following vote to wit:

AYES:
NOES:
ABSENT:

APPROVED:

_____
RANDY VOEPEL, MAYOR

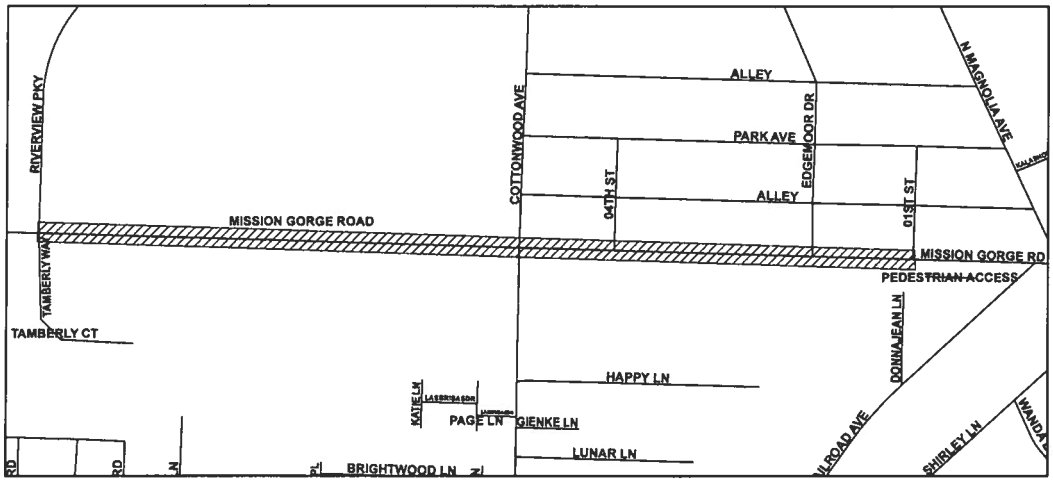
ATTEST:

_____
PATSY BELL, CMC, CITY CLERK

Exhibit A

Mission Gorge Road Median Installation

CIP 2015-13 • Circulation Project



Project Location: Mission Gorge Road, RiverView Pkwy to First St.

Description: This project will install a raised decorative median on Mission Gorge Road from RiverView Parkway to First Street.

Justification: This project will provide better safety on Mission Gorge Road. The Public Works Standards requires raised median on major and arterial roadways.

Operating Impact: Minimal.

Mission Gorge Road Median Installation

	Prior Year Expenditures	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total
Expenditures:							
Planning/Design		$ 97,000	$ -	$ -	$ -	$ -	$ 97,000
Land Acquisition		-	-	-	-	-	-
Construction		731,745	-	-	-	-	731,745
Total	**$ -**	**$ 828,745**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 828,745**
Source of Funds:							
Federal Hwy Safety Improv (HSIP) Grant		$ 780,000	$ -	$ -	$ -	$ -	$ 780,000
Developer Contributions		48,745	-	-	-	-	48,745
Total	**$ -**	**$ 828,745**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 828,745**

Exhibit B

STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

January 26, 2016

File : 11-SD-0-SNT
HSIPL-5429(026)
On Mission Gorge Rd between
Riverview Parkway and 1st Ave

Mr. Paul Malone
Interim City Manager
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1266

Dear Mr. Malone:

Enclosed are two originals of the Program Supplement Agreement No. 015-N to Administering Agency-State Agreement No. 11-5429R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

for JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(11) DLAE - Erwin Gojuangco

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 01/22/2016
Agency: 11-SD-0-SNT
Project No: HSIPL-5429(026)
EA No:

Attention: City of Santee

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART COST	FED REIMB %	FEDERAL MS30
Agency Preliminary Engineering	Lump Sum	$97,000.00	$97,000.00	100.00%	$97,000.00
Totals:		$97,000.00	$97,000.00	0.00%	$97,000.00

Fed. Partic: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Nahed Abdin

Title: HQ Sr. Area Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed Abdin
Telephone No: 916-653-7928

Remarks. 10-27-15 kmn RFA for PE total Requested HSIP Funds MS30 $97,000 = Federal $97,000 and there is Toll Credit $9,700.

ACCOUNTING INFORMATION

HSIPL-5429(026)

ADV. PROJ. ID	APPROP UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE
1115000080	16102F	2030010550	F	$97,000.00	1516	$0.00	$97,000.00	06/30/21

Cooperative Work Agreement

APPROVED AMOUNT	EXPIRATION DATE

PROGRAM SUPPLEMENT NO. N015 to **ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO** 11-5429R	**Adv Project ID** 1115000080 **Date:** December 22, 2015 **Location:** 11-SD-0-SNT **Project Number:** HSIPL-5429(026) **E.A. Number:** **Locode:** 5429

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/17/08 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

On Mission Gorge Rd between Riverview Parkway and 1st Ave

TYPE OF WORK: Install raised median **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	MS30	$97,000.00	LOCAL		OTHER
$97,000.00			$0.00		$0.00

CITY OF SANTEE

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennifer Chamy Date 12/24/15 $97,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO. STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED 12/24/2015	PROJECT NUMBER 1115000080
	REQUISITION NUMBER / CONTRACT NUMBER RQS 111600000222	

FROM

Department of Transportation

SUBJECT

Encumbrance Document

VENDOR / LOCAL AGENCY

CITY OF SANTEE

CONTRACT AMOUNT

$97,000.00

PROCUREMENT TYPE

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	COE/Category	AMOUNT
10	2015	2660-102-0890	2015/2016	2030010550	2620/0420	$97.000.00

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SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) and STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age,

disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

PROGRAM SUPPLEMENT NO. N015 **to** **ADMINISTERING AGENCY-STATE AGREEMENT** **FOR FEDERAL-AID PROJECTS NO** 11-5429R	**Adv Project ID** 1115000080 **Date:** December 22, 2015 **Location:** 11-SD-0-SNT **Project Number:** HSIPL-5429(026) **E.A. Number:** **Locode:** 5429

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PROJECT LOCATION:

On Mission Gorge Rd between Riverview Parkway and 1st Ave

TYPE OF WORK: Install raised median **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	MS30	$97,000.00	LOCAL		OTHER
$97,000.00			$0.00		$0.00

CITY OF SANTEE

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 12/24/15 $97,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV 01/2010)

TO	DATE PREPARED	PROJECT NUMBER
STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	12/24/2015	1115000080
	REQUISITION NUMBER / CONTRACT NUMBER: RQS 111600000222	

FROM

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY

CITY OF SANTEE

CONTRACT AMOUNT

$97,000.00

PROCUREMENT TYPE

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	COE/Category	AMOUNT
10	2015	2660-102-0890	2015/2016	2030010550	2620/0420	$97,000.00

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C. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) and STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

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ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age,

disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

City of Santee

COUNCIL AGENDA STATEMENT

6C

MEETING DATE March 23, 2016 **AGENDA ITEM NO.**

ITEM TITLE **AUTHORIZE APPROPRIATION AND EXPENDITURE OF 2015 STATE HOMELAND SECURITY GRANT FUNDS IN ACCORDANCE WITH ALL PROGRAM REQUIREMENTS AND APPROVE PURCHASE OF APX 7000 PORTABLE RADIOS FROM MOTOROLA INCORPORATED AS A "SOLE SOURCE" VENDOR PER UTILIZATION OF COUNTY OF SAN DIEGO COOPERATIVE REGIONAL COMMUNICATIONS SYSTEMS (RCS) CONTRACT**

DIRECTOR/DEPARTMENT Richard Smith, Acting Fire Chief

SUMMARY - On December 15, 2015, the San Diego County Office of Emergency Services approved Santee's 2015 State Homeland Security Grant (SHSG) request in the amount of $38,178.00. The SHSG funds will be utilized to replace six older Motorola XTS 3000 model portable radios used by front-line fire apparatus with six Motorola APX7000 digital models. The deadline for reimbursement of the $38,178.00 grant is December 31, 2016.

This item requests authorization to utilize an open market purchase process to select Motorola Incorporated as the manufacturer/vendor of APX 7000 digital portable radios. Pursuant to Santee Municipal Code 3.24.120(B)(4) staff has determined that due to special circumstances, it would be in the City's best interest to forgo formal bidding procedures and purchase APX7000 portable radios from Motorola Incorporated as a sole source vendor via County of San Diego's current longstanding cooperative Contract #552544 with Motorola Incorporated for Regional Communications System's (RCS) radio equipment. Utilization of this contract will provide competitive pricing and terms that are good through December 31, 2016. In addition, staff has also determined that: (a) the commodity being purchased is not for a public work as defined in Public Contract Code; (b) the radios match or are compatible with other equipment presently being used by the City and San Diego and Imperial counties Regional Communications Systems; and (c) total purchase amount will exceed $20,000, therefore, City Council approval is required.

Staff requests authorization to forgo formal bidding procedures and purchase APX 7000 portable radio equipment from Motorola Incorporated as a sole source vendor via County of San Diego Contract #552544 in an amount not to exceed $40,799.25.

FINANCIAL STATEMENT - 2015 State Homeland Security Grant funds will reimburse the Department $38,178.00 towards the cost for the new portable radios. The remaining $2,621.25 will come from the existing Fire Department Emergency Operations budget.

CITY ATTORNEY REVIEW ☐ N/A ☒ Completed

RECOMMENDATION –

1. Authorize the appropriation and expenditure of 2015 State Homeland Security Grant (SHSG) to purchase new radio equipment; and
2. Find, determine and approve that, due to special circumstances, it would be in the City's best interest to purchase APX 7000 digital portable radios from Motorola Incorporated as a sole source vendor via County of San Diego Contract #552544 for an amount not to exceed $40,799.25.

ATTACHMENTS - None

Printed on recycled paper