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**City of Santee  
Regular Meeting Agenda**

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

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

**April 13, 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:**

**ADJOURNMENT IN MEMORY:** [Agnes D. Michetti](#)

**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:**
  - [Santee City Council March 9, 2016 Regular Meeting](#)
  - [Public Financing Authority March 9, 2016 Regular Meeting](#)
  - [CDC Successor Agency March 9, 2016 Regular Meeting](#)
- (C) Approval of Payment of Demands as presented.**

**2. PUBLIC HEARING:** None

3. **ORDINANCES:** None

4. **CITY COUNCIL ITEMS AND REPORTS:**

5. **CONTINUED BUSINESS:**

**(A) 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) (Continued from 3/23/16)**

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).

6. **NEW BUSINESS:**

**(A) Approval to issue a purchase order change order to Zoll Medical Corporation to increase the FY 15/16 purchase order amount to \$14,600 for additional as-needed replacement parts and accessories.**

Recommendation

Approve issuance of a purchase order change order to Zoll Medical Corporation for an amount not to exceed \$4,600.00 to cover as-needed replacement costs for the remainder of FY 15/16, which will increase the total FY 15/16 purchase order amount from \$10,000 to \$14,600.

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:** None

13. **ADJOURNMENT:**



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
May	05	SPARC	Civic Center Building 7
May	09	Community Oriented Policing Committee	Council Chamber
May	11	City Council Meeting	Council Chamber
May	25	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](http://www.CityofSanteeCA.gov).**

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

State of California    } County of San Diego    } ss. City of Santee            }	<h3>AFFIDAVIT OF POSTING AGENDA</h3>
I, <u>Patsy Bell, CMC, City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on <u>April 8, 2016</u> , at <u>4:00 p.m.</u>	
_____ Signature	<u>04/8/16</u> Date

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

ADJ

**MEETING DATE**     April 13, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**     ADJOURNMENT IN MEMORY: AGNES D. MICHETTI

**DIRECTOR/DEPARTMENT**     Randy Voepel, Mayor

**SUMMARY**

Tonight's meeting will be adjourned in memory of Santee resident Agnes D. Michetti.

Agnes was born on April 3, 1925 and passed peacefully surrounded by her family on March 14, 2016. She was passionate about her community at Meadowbrook Mobilehome Park and was an activist for the elderly, volunteering for many committees and organizing events. She showered her friends and neighbors with her optimism, love and warm hugs. Agnes had a kind and open heart and an inquisitive mind. She enjoyed traveling, dancing and spending time with family and friends. She was forever young at heart and was an inspiration up to the last day of her life, reporting to loved ones that she was filled with joy.

Agnes founded Michetti Tax Service and enjoyed a successful career as a tax preparer spanning 50 years and was instrumental in founding several tax organizations.

Agnes is survived by her 6 children: Rose Garner, Sylvia Michetti Nollet, Shara Michetti, Sono Michetti, Joanna Abbot and Sam Michetti as well as 6 grandchildren and 20 great grandchildren. Members of Agnes' family will accept the Certificate of Adjournment at tonight's meeting.

**FINANCIAL STATEMENT**     N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**      Adjourn in memory of Agnes Michetti.

**ATTACHMENTS (Listed Below)**  
Certificate of Adjournment.

# *In Deepest Sympathy*

*The Santee City Council This Day Adjourned In Memory of*

**Agnes D. Michetti**

*April 13, 2016*

*Mayor Randy Voepel*

*Vice Mayor Jack E. Dale*

*Council Member Rob McNeelis*

*Council Member John W. Minto*

*Council Member Ronn Hall*



**City of Santee**  
**COUNCIL AGENDA STATEMENT**

1B

**MEETING DATE**     April 13, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**     APPROVAL OF MEETING MINUTES: SANTEE CITY COUNCIL, CDC SUCCESSOR AGENCY AND THE SANTEE PUBLIC FINANCING AUTHORITY REGULAR MEETINGS OF MARCH 9, 2016.

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

*PB*

**SUMMARY**

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

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENTS (Listed Below)**

March 9, 2016

## Minutes

Draft

**Santee City Council  
Community Development Commission  
Santee Public Financing Authority**

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

**March 9, 2016**

This Regular Meeting of the Santee City Council, the CDC Successor Agency, and the Santee Public Financing Authority was called to order by Vice Mayor/Vice Chair Jack E. Dale at 7:08 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 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 Dr. Frank Placone-Wiley, Summit Unitarian Universalist Fellowship and the **PLEDGE OF ALLEGIANCE** was led by Jacob Mercher, Boy Scout Troop 384.

**PRESENTATION: Miss Santee, Miss Teen Santee and Court Intro**

Vice Mayor Dale introduced Sierra Billock, Santee Pageant Coordinator and former Miss Santee, and asked her to help him recognize the outgoing 2015 court – Miss Teen Santee, Heather Cantin, and Miss Santee, Rebecca Hudson; each was presented with a City paperweight, a red rose and thanked for their service to the City and the community during the past year. He then congratulated and introduced 2016 Miss Santee Marrison Lawrence and 2016 Miss Santee Teen Kaylyn Rambo. Vice Mayor Dale presented each with an engraved pen, a gold City seal lapel pin and a single red rose. The first runner up, Alina Leholm, was also recognized and presented with a gold City lapel pin and a red rose. Ms. Billock was presented a white rose for her service.

**PRESENTATION: 2016 Olympic Team Trials for the Men's 50 KM Race Walk**  
Tracy Sundlun, SVP Global Events & CCO Competitor Group, Inc., Chairman of the organizing committee for the US Olympic 50K race/walk trials and Head Manager of the Olympic trials thanked the City for its support and presented the Council with Olympic medallions. He then introduced John Nunn, Race Walk champion for the 2012 and 2016 Olympic Trials. Mr. Nunn also thanked the Council for its support.

7:34:24 PM

**PROCLAMATION: March for Meals & Community Champions Week**  
Vice Mayor Dale presented the proclamation to Trudy Del Priore, Service Center Manager, East County Meals-on-Wheels.

**PROCLAMATION: National Multiple Sclerosis (MS) Awareness Week**  
Vice Mayor Dale presented the proclamation to Charlotte Freifeld, a Santee resident and individual living with MS.

7:37:59 PM

**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 January 13, 2016 Regular meetings and Santee City Council Special meeting of January 16, 2016.
- (C) Approval of Payment of Demands as presented.
- (D) Adoption of a Resolution amending the salary schedule to reflect the new City Manager's salary. (Reso 029-2016)
- (E) Adoption of a Resolution awarding the contract for as-needed Sidewalk Cutting and Repairs to BPR Incorporated per Bid 15/16-20020 for an amount not to exceed \$63,725.00 for the remainder of FY 2015-16 and FY 2016-17 with the Additive Alternate; authorizing the City Manager to approve two (2) additional 12-month options to renew along with the corresponding purchase orders and annual change orders up to ten percent (10%) of the then-current contract amount; and authorizing the Director of Community Services to execute a Notice of Completion and the City Clerk to file said Notice of Completion upon satisfactory completion of work for each contract term. (Reso 030-2016)

Draft

- (F) **Acceptance and appropriation of a SANDAG Go-By-Bike Mini-Grant and authorization for the City Manager to execute any documents related to the acceptance of the grant.**
- (G) **Authorization for the purchase of pharmaceuticals on an as-needed basis from Bound Tree Medical LLC per City of El Cajon Contract #300232 and authorization for the City Manager to approve future purchase orders in accordance with contract terms.**
- (H) **Rejection of two claims against the City by Joshua James Corona-Bennett and Paul Lafreniere per Government Code Section 913.**
- (I) **Adoption of a Resolution authorizing submission of the annual Housing Element Progress Report for calendar year 2015 to the State of California Office of Planning and Research and the State of California Department of Housing and Community Development. (Reso 031-2016)**

**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 HEARINGS:** None

3. **ORDINANCES (First Reading):**

- (A) **Introduction and First Reading of an Ordinance amending Chapter 10.36 of the Santee Municipal Code relating to speed limits.**

Director of Development Services Kush introduced Principal Traffic Engineer Minjei Mei who presented the staff report utilizing a PowerPoint presentation. During discussion, different options were discussed for making people aware of the changed speed limits.

**ACTION:** On motion of Council Member Hall, seconded by Council Member Minto, the Ordinance was found to be Categorically Exempt from the provisions of California Environmental Quality Act and the Second Reading of the Ordinance was set for March 23, 2016, with all voting aye.

4. **CITY COUNCIL REPORTS:** None

5. **CONTINUED BUSINESS:** None

**6. NEW BUSINESS:**

- (A) CSA 115 revised Agreement for Fire Protection and Emergency Services.**

Acting Fire Chief Richard Smith presented the staff report utilizing a PowerPoint presentation and answered Council's questions.

**ACTION:** After discussion, on motion of Council Member McNelis, seconded by Council Member Hall, the City Manager was authorized to execute the revised agreement with all voting aye.

- (B) Resolution authorizing the City Manager to act as the City's authorized representative for the California State Association of Counties-Excess Insurance Authority (CSAC-EIA) and authorizing the City Manager to execute the CSAC-EIA Joint Powers Agreement and Memoranda of Understanding for the excess general liability and property insurance programs**

Interim Human Resources Director Irene Mosely provided a brief staff report.

**ACTION:** On motion of Council Member Minto, seconded by Council Member McNelis, the Resolution authorizing the City Manager to act as the authorized representative of the City and to execute the CSAC-EIA Joint Powers Agreement and Memoranda of Understanding was adopted with all voting aye.

**7. COMMUNICATION FROM THE PUBLIC:**

- (A) Van Collinsworth, Preserve Wild Santee, thanked the City Council for its support for the scenic highway designation for State Route 52, which has been granted.**

**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)

Draft

**11. CITY ATTORNEY REPORTS:** None

Council Members recessed at 8:01 p.m. and convened in Closed Session at 8:07 p.m. with all Members present.

**12. CLOSED SESSION:**

**(A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code Section 54957)  
Title: City Clerk

**(B) CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code Section 54957.6)  
City Designated Representative: Mayor  
Unrepresented Employee: City Clerk

**(C) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

(Government Code Section 54956.9(d)(2))  
Significant Exposure to Litigation: 1 case (related to the construction of the Prospect Avenue Project)

Members reconvened in Open Session at 8:44 p.m. with all Members present. Vice Mayor Dale reported that there was no reportable action for Item 12(A), direction was given to the Labor Negotiator for Item 12(B) and there was no reportable action for Item 12(C).

**13. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:45 p.m.

Date Approved: \_\_\_\_\_

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

City of Santee  
**COUNCIL AGENDA STATEMENT**

1C

MEETING DATE    April 13, 2016                      AGENDA ITEM NO.

ITEM TITLE        PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT      Tim K. McDermott/Finance *PK for T.M.*

**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** *MSB*

Approval of the payment of demands as presented.

**ATTACHMENTS (Listed Below)**

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

Payment of Demands  
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/16/16	Accounts Payable	\$ 35,832.93
03/17/16	Payroll	298,547.92
03/17/16	Accounts Payable	20,487.52
03/17/16	Accounts Payable	130,094.68
03/21/16	Accounts Payable	87,849.21
03/23/16	Accounts Payable	245,633.62
03/30/16	Accounts Payable	626,343.54
03/31/16	Payroll	317,728.00
03/31/16	Accounts Payable	126,089.76
04/01/16	Retiree Medical	<u>5,278.00</u>
	TOTAL	<u>\$ 1,893,885.18</u>

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

  
 \_\_\_\_\_  
Tim K. McDermott, Director of Finance

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111462	3/16/2016	12060 ACCOUNTING PRINCIPALS	7691391	51212	TEMP A/P CLERK	431.63
					<b>Total :</b>	<b>431.63</b>
111463	3/16/2016	10021 BOUND TREE MEDICAL LLC	82066495	51124	PHARMACEUTICALS	209.25
			82066496	51273	EMS SUPPLIES	709.82
			82066497	51273	EMS SUPPLIES	377.41
			82066498	51273	EMS SUPPLIES	63.66
					<b>Total :</b>	<b>1,360.14</b>
111464	3/16/2016	10299 CARQUEST AUTO PARTS	11102-391013	51063	VEHICLE SUPPLIES	12.51
			11102-391019	51063	VEHICLE REPAIR PART	19.78
			11102-391349	51063	VEHICLE SUPPLIES	18.29
					<b>Total :</b>	<b>50.58</b>
111465	3/16/2016	11190 CDCE INC	130520	51323	COMMUNICATION EQUIPMENT	2,217.40
					<b>Total :</b>	<b>2,217.40</b>
111466	3/16/2016	10032 CINTAS CORPORATION #694	03012016	51227	CREDIT ON ACCT	-51.71
			694183947-D	51227	CLEANING FLUID DSPNSR SRVC	18.18
			694183947-S	51226	UNIFORM/PARTS CLEANER RNTL	58.30
					<b>Total :</b>	<b>24.77</b>
111467	3/16/2016	10035 COMPETITIVE METALS INC	209395	51066	LIGHT POLE METAL	300.24
			209686	51128	SHOP SUPPLIES	21.45
					<b>Total :</b>	<b>321.69</b>
111468	3/16/2016	12190 CONAN CONSTRUCTION INC	CIP2013-44		RETENTION RELEASE	4,922.45
					<b>Total :</b>	<b>4,922.45</b>
111469	3/16/2016	10039 COUNTY MOTOR PARTS COMPANY INC	305825	51131	VEHICLE REPAIR PARTS	21.58
					<b>Total :</b>	<b>21.58</b>
111470	3/16/2016	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	242.56
			094486701		CITY HALL GROUP BILL	2,923.27
			105080401		9310 FANITA PKWY	27.03
					<b>Total :</b>	<b>3,192.86</b>

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111471	3/16/2016	10580 FASTENAL COMPANY	CAS1612245	51076	HARDWARE	237.39
					<b>Total :</b>	<b>237.39</b>
111472	3/16/2016	10251 FEDERAL EXPRESS	5-325-54443 5-340-39251		SHIPPING CHARGES SHIPPING CHARGES	28.76 24.63
					<b>Total :</b>	<b>53.39</b>
111473	3/16/2016	10060 FIRE SERVICE SPEC & SUPPLY	8635 8636		EQUIPMENT SERVICE & REPAIR EQUIPMENT SERVICE & REPAIR	965.12 3,407.26
					<b>Total :</b>	<b>4,372.38</b>
111474	3/16/2016	10070 HAWTHORNE MACHINERY	PS020030783	51084	EQUIPMENT REPAIR PART	224.21
					<b>Total :</b>	<b>224.21</b>
111475	3/16/2016	10256 HOME DEPOT CREDIT SERVICES	7974432 9153444 9153450	51086 51086 51086	SHOP SUPPLIES SMALL TOOLS STATION 4 SUPPLIES	30.15 43.17 78.15
					<b>Total :</b>	<b>151.47</b>
111476	3/16/2016	11724 ICF JONES & STOKES INC	0113227	50991	MSCP SUBAREA PLAN & EIR	877.50
					<b>Total :</b>	<b>877.50</b>
111477	3/16/2016	12277 KERL, BRUCE	03142016		EMPLOYEE REIMBURSEMENT	371.27
					<b>Total :</b>	<b>371.27</b>
111478	3/16/2016	10203 LAKESIDE EQUIPMENT SALES &	127600	51137	WATER TANK RENTAL	74.10
					<b>Total :</b>	<b>74.10</b>
111479	3/16/2016	10079 MEDICO PROFESSIONAL	1763824 1763825	51277 51277	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 12.68
					<b>Total :</b>	<b>32.70</b>
111480	3/16/2016	10175 MHT LIGHTING	12190	51300	STREELIGHT LUMINAIRES	1,180.11
					<b>Total :</b>	<b>1,180.11</b>
111481	3/16/2016	10083 MUNICIPAL EMERGENCY SERVICES	IN1002955		ANNUAL FF MASK-FIT TESTING	1,175.00
					<b>Total :</b>	<b>1,175.00</b>

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111482	3/16/2016	10308 O'REILLY AUTO PARTS	2968-458785	51139	VEHICLE REPAIR PARTS	114.40
					<b>Total :</b>	<b>114.40</b>
111483	3/16/2016	12279 ORTEGA, JULIAN	EN15071S		REFUNDABLE SECURITY	500.00
					<b>Total :</b>	<b>500.00</b>
111484	3/16/2016	11373 OUTDOOR CREATIONS INC	5277	51303	PICNIC TABLES	2,459.16
					<b>Total :</b>	<b>2,459.16</b>
111485	3/16/2016	10344 PADRE DAM MUNICIPAL WATER DIST	29701296		SANTEE AREA- FLOATER	180.19
					<b>Total :</b>	<b>180.19</b>
111486	3/16/2016	10092 PHOENIX GROUP INFO SYSTEMS	012016031	51337	PARKING CITE SVC	37.70
					<b>Total :</b>	<b>37.70</b>
111487	3/16/2016	10161 PRIZM JANITORIAL SERVICES INC	9999	51174	JANITORIAL SERVICES- FEB	1,973.85
					<b>Total :</b>	<b>1,973.85</b>
111488	3/16/2016	10150 PROBUILD	14-0117720	51163	SEALANT	34.94
					<b>Total :</b>	<b>34.94</b>
111489	3/16/2016	10095 RASA	4950	51253	MAP CHECK	440.00
					<b>Total :</b>	<b>440.00</b>
111490	3/16/2016	10314 SOUTH COAST EMERGENCY VEHICLE	479140	51105	VEHICLE REPAIR PART	69.18
					<b>Total :</b>	<b>69.18</b>
111491	3/16/2016	11056 STANDARD ELECTRONICS	23537	51175	SECURITY ALARM REPAIRS	863.92
					<b>Total :</b>	<b>863.92</b>
111492	3/16/2016	10217 STAPLES ADVANTAGE	3293406960 3293740456 3293740458 3293896817	51108 51171 51106 51107	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	49.55 224.85 29.33 53.25
					<b>Total :</b>	<b>356.98</b>
111493	3/16/2016	10119 STEVEN SMITH LANDSCAPE INC	32145 32146	51145 51145	LANDSCAPE SERVICES LANDSCAPE SERVICES	1,690.00 1,248.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111493	3/16/2016	10119 STEVEN SMITH LANDSCAPE INC	(Continued) 32147	51145	LANDSCAPE SERVICES	110.00
			32148	51145	LANDSCAPE SERVICES	110.00
			32149	51145	LANDSCAPE SERVICES	110.00
				<b>Total :</b>		<b>3,268.00</b>
111494	3/16/2016	10250 THE EAST COUNTY	00039471		BID NOTICE	273.00
				<b>Total :</b>		<b>273.00</b>
111495	3/16/2016	10126 THE LIGHTHOUSE INC	0229824	51147	VEHICLE REPAIR PART	3.78
				<b>Total :</b>		<b>3.78</b>
111496	3/16/2016	10158 THE SOCO GROUP INC	CL64187	51288	FLEET CARD FUELING	634.49
				<b>Total :</b>		<b>634.49</b>
111497	3/16/2016	10479 TIRE CENTERS LLC	8720166977	51150	TIRE REPAIR	112.50
				<b>Total :</b>		<b>112.50</b>
111498	3/16/2016	10550 UNIFORMS PLUS INC	41338	51110	CLASS B UNIFORMS	104.15
				<b>Total :</b>		<b>104.15</b>
111499	3/16/2016	10978 US BANK	788188001		LEASE REV BONDS SERIES 2005	1,260.00
			788189000		CDC TAB/2005 SERIES A	1,260.00
				<b>Total :</b>		<b>2,520.00</b>
111500	3/16/2016	11194 USAFACT INC	6022701		BACKGROUND CHECK	14.00
				<b>Total :</b>		<b>14.00</b>
111501	3/16/2016	10148 WESTAIR GASES & EQUIPMENT INC	10265297	51184	WELDING SUPPLIES	99.67
				<b>Total :</b>		<b>99.67</b>
111502	3/16/2016	10232 XEROX CORPORATION	083414659	51116	COPY CHARGES & LEASE	185.56
				<b>Total :</b>		<b>185.56</b>
111503	3/16/2016	11985 ZINGPRINT	13220		PRINTING	149.04
				<b>Total :</b>		<b>149.04</b>
111504	3/16/2016	10318 ZOLL MEDICAL CORPORATION	2345001	51156	EMS SUPPLIES	145.80

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111504	3/16/2016	10318	10318 ZOLL MEDICAL CORPORATION (Continued)			145.80
43 Vouchers for bank code : ubgen						Bank total : 35,832.93
43 Vouchers in this report						Total vouchers : 35,832.93

Prepared by: Michele J...  
 Date: 3/16/16

Approved by: [Signature]  
 Date: 3-16-16

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111505	3/17/2016	10001 US BANK	000006		VEHICLE SUPPLIES	21.60
			006339		MEETING SUPPLIES	15.04
			012734		OFFICE SUPPLIES	15.88
			01802		AUDIO VISUAL	861.12
			01994		SPRAY PAINT	16.76
			0204160777185		BLUEGRASS FESTIVAL	534.00
			022284		MEETING SUPPLIES	50.44
			02302546		TOOLS	80.21
			028374		CAPPO CONF 1/25-29/2016	9.07
			029833		CAPPO CONF 1/25-29/2016	18.66
			04099		FIRE STATION SUPPLIES	141.32
			064181		TEEN CENTER SUPPLIES	41.70
			06573		TEMP SIDEWALK REPAIR	82.10
			068235		VEHICLE SUPPLIES	51.05
			06899323		CALFEST CONVENTION	21.00
			073967		MEETING SUPPLIES	15.00
			09699		YARD SUPPLIES	32.36
			100-A		INTERMEDIATE FIRE BEHAVIOR	250.00
			100-B		IGNITION OPERATIONS	250.00
			100-C		TRAINING	250.00
			100-D		TRAINING	250.00
			100-E		IRRIGATION OPERATIONS	250.00
			100-F		INTERMEDIATE FIRE BEHAVIOR	250.00
			10346201		ANNUAL MEMBERSHIP RENEWAL	130.00
			105-779-7697-2953853		TRAINING MATERIALS	229.53
			1075		TEEN CENTER SUPPLIES	11.06
			107-6475607-9789036		MAST SIGNAL UPGRADE	385.35
			11383		CITY HALL SUPPLIES	141.20
			113-9899376-9309849		SAFETY EQUIPMENT	46.21
			12172015		WASTE DISPOSAL	198.00
			1254		VEHICLE REPAIR PART	322.92
			13021		BMP DESIGN MANUAL	256.26
			13356		TOOLS	27.00
			148331		CALFEST CONVENTION	186.46
			148356		CALFEST CONVENTION	186.46
			155147		OFFICE SUPPLIES	70.30

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111505	3/17/2016	10001 US BANK	(Continued)			
			155459		CALFEST CONVENTION	19.66
			156208		CPRP CERTIFICATION RENEWAL	60.00
			1582486		LEAGUE ACADEMY	26.00
			17040		SANDBAGS	1,382.40
			1838		SIGNS	460.08
			202406		FIREHOUSE WORLD 2016	400.00
			203070A		TRAINING MATERIALS	267.00
			212/NQ2BO		CAPPO CONF 1/25-29/2016	724.96
			21334		OFFICE SUPPLIES	3.99
			270023		CALFEST CONVENTION	21.00
			27779		WEATHER STRIPPING	60.20
			28593701		EQUIPMENT RENTAL	81.00
			30676		V109 SUPPLIES	51.39
			3500		TEEN CENTER SUPPLIES	21.60
			360		TEEN CENTER SUPPLIES	6.49
			36838		TOOLS	110.67
			37226472		PROFESSIONAL DEVELOPMENT	12.00
			39004		SMALL TOOLS	129.32
			398		TEEN CENTER SUPPLIES	137.91
			44010		PARK SUPPLIES	39.73
			450955		CALFEST CONVENTION	31.24
			451008		CALFEST CONVENTION	29.48
			451149		CALFEST CONVENTION	21.67
			489077028		STORM WATER TRAINING	50.00
			49054		SUPPLIES	2.10
			52591		CLASS 2 ROAD BASE	216.17
			5300-9627-7326-2230		NWCG WILDLAND CLASSES	600.00
			5637		CHEST WADERS	124.75
			5687		SPARC BREAKFAST MEETING	72.13
			5831		CHEST WADERS	70.51
			61116		FIDO FEST	350.00
			63825		WASHER REPAIR	138.60
			676067132-01		EGGSTRAVAGANZA	57.89
			698129901		LEAGUE ACADEMY	615.06
			698154801		LEAGUE ACADEMY	612.64
			7150524522		TRASH BAGS	730.08

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111505	3/17/2016	10001 US BANK	(Continued)			
			7179		LEAGUE ACADEMY	51.26
			72429		TOOLS	48.57
			728033-01		NEW VEHICLE SUPPLIES	1,074.28
			743995		PHARMACEUTICALS	282.50
			74409123		DRUM PUMP	54.63
			8011		TEEN CENTER SUPPLIES	15.12
			813049		OFFICE SUPPLIES	45.93
			819736836-01		GENERAL SUPPLIES	56.12
			819821023-001		OFFICE SUPPLIES	100.65
			823952606-001		GENERAL SUPPLIES	57.45
			86175		SUPPLIES	20.33
			87872		PARK SUPPLIES	20.36
			90117560		ATSSA MEMBERSHIP	79.00
			92235		VEHICLE SUPPLIES	22.87
			98-2		CALFEST CONVENTION	38.94
			DM2-128642		BLUEGRASS FESTIVAL	221.00
			DUI57602		CSMFO MEMBERSHIP 2016	110.00
			F0125		MEETING SUPPLIES	11.78
			F73764/1		YARD SUPPLIES	55.31
			FBWINTER16		FACEBOOK PROMOTION	20.00
			FW003526		GURNEY EQUIPMENT	731.16
			GSZL268		I.T. EQUIPMENT	563.79
			R14596		EQUIPMENT RENTAL	697.20
			RERJCT		AIRFARE/2016 TYLER CONNECT	254.96
			S01543031CHRG&CREDIT		PLASTIC COMB BINDING 3/4 GRN	0.00
			USGP10020516220		FACILITY BROCHURE	237.14
			USGP10020539102		PRINTING	1,244.65
			W7DND-P3A89-7Q8		EMBOSSER	60.42
			X52374/1		SHOP SUPPLIES	76.32
			ZFNCR29HJPJ		TYLER CONNECT 2016	800.00
					<b>Total :</b>	<b>20,487.52</b>
					<b>Bank total :</b>	<b>20,487.52</b>
					<b>Total vouchers :</b>	<b>20,487.52</b>

1 Vouchers for bank code : ubgen

1 Vouchers in this report

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

Prepared by: Micole R  
Date: 3/17/16  
Approved by: [Signature]  
Date: 3-17-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111506	3/17/2016	10780 COUNTY OF SAN DIEGO SHERIFF	PPE 03/09/16 PPE 03/09/16 W/O		DISBURSEMENT FEE WITHHOLDING ORDER	12.00 1,143.13 <b>1,155.13</b>
111507	3/17/2016	10508 LIFE INSURANCE COMPANY OF	March 2016		LIFE INSURANCE	2,589.49 <b>2,589.49</b>
111508	3/17/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 03/09/16		FLEXIBLE SPENDING ACCOUNT	2,048.73 <b>2,048.73</b>
111509	3/17/2016	10784 NATIONAL UNION FIRE INSURANCE	March 2016		VOLUNTARY AD&D	117.86 <b>117.86</b>
111510	3/17/2016	10353 PERS	03 16 3		RETIREMENT PAYMENT	88,324.68 <b>88,324.68</b>
111511	3/17/2016	10335 SAN DIEGO FIREFIGHTERS FEDERAL	March 2016		LONG TERM DISABILITY-SAFETY	1,078.00 <b>1,078.00</b>
111512	3/17/2016	10424 SANTEE FIREFIGHTERS	PPE 03/09/16		DUES/PEC/BENEVOLENT/BC EXP	2,268.99 <b>2,268.99</b>
111513	3/17/2016	10776 STATE OF CALIFORNIA	PPE 03/09/16		WITHHOLDING ORDER	267.69 <b>267.69</b>
111514	3/17/2016	10783 UNITED WAY OF SAN DIEGO COUNTY	March 2016		UNITED WAY	122.00 <b>122.00</b>
111515	3/17/2016	10001 US BANK	PPE 03/09/16		PARS RETIREMENT	736.30 <b>736.30</b>
111516	3/17/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 03/09/16		ICMA - 457	28,166.19 <b>28,166.19</b>
111517	3/17/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 03/09/16		RETIREE HEALTH SAVINGS ACCOL	3,219.62 <b>3,219.62</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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12 Vouchers for bank code : ubgen

12 Vouchers in this report

Bank total : 130,094.68

Total vouchers : 130,094.68

Prepared by: Alfred Gu  
 Date: 3/17/16  
 Approved by: [Signature]  
 Date: 3-17-16



Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111518	3/23/2016	12060 ACCOUNTING PRINCIPALS	7705466	51212	TEMP A/P CLERK	345.30
					<b>Total :</b>	<b>345.30</b>
111519	3/23/2016	10633 ALL STAR GLASS INC	WECO089654		VEHICLE REPAIR	69.00
					<b>Total :</b>	<b>69.00</b>
111520	3/23/2016	11445 AMERICAN MESSAGING	L1072898QC		FD PAGER SERVICE	199.04
					<b>Total :</b>	<b>199.04</b>
111521	3/23/2016	12083 ANIMAL PEST MANAGEMENT	155394	51232	PEST CONTROL	640.00
					<b>Total :</b>	<b>640.00</b>
111522	3/23/2016	10062 BATHRICK, FRANK T	03172016A		COMMISSION STIPEND	50.00
					<b>Total :</b>	<b>50.00</b>
111523	3/23/2016	10018 BENCHMARK LANDSCAPE SVCS INC	124288	51257	EXTRA WORK REPAIRS	1,848.00
			124823	51257	TREE REMOVAL	980.00
					<b>Total :</b>	<b>2,828.00</b>
111524	3/23/2016	10020 BEST BEST & KRIEGER LLP	LEGAL FEB 2016		LEGAL SERVICES FEB 2016	62,024.12
					<b>Total :</b>	<b>62,024.12</b>
111525	3/23/2016	11513 BOND, ELLEN	04012016-263		MEADOWBROOK HARDSHIP PGRM	28.27
					<b>Total :</b>	<b>28.27</b>
111526	3/23/2016	10021 BOUND TREE MEDICAL LLC	82068040	51273	EMS SUPPLIES	131.73
			82072356	51124	PHARMACEUTICALS	309.51
			82072357	51273	EMS SUPPLIES	804.95
			82072358	51124	PHARMACEUTICALS	42.73
			82073627	51273	EMS SUPPLIES	617.56
					<b>Total :</b>	<b>1,906.48</b>
111527	3/23/2016	12283 BPR INC	Ref000031682		LICENSE REFUND CUSTOMER #02	78.00
					<b>Total :</b>	<b>78.00</b>
111528	3/23/2016	11863 BRADLEY, NICK	03172016B		COMMISSION STIPEND	50.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111528	3/23/2016	11863 11863 BRADLEY, NICK	(Continued)			
111529	3/23/2016	10023 BUILDERS FENCE COMPANY INC	1581471 1581490	51061 51061	FENCING SUPPLIES FENCING SUPPLIES	78.88 31.10 <b>109.98</b>
111530	3/23/2016	11055 CALIFORNIA SIGNS AND MARKETING	9496 9497	51317 51317	FACILITY SIGN FACILITY SIGNS	21.60 37.80 <b>59.40</b>
111531	3/23/2016	11169 CALIFORNIA WATERS LLC	15022 15184	51126 51126	JANUARY FOUNTAIN SERVICE FOUNTAIN MAINTENANCE	1,525.00 1,525.00 <b>3,050.00</b>
111532	3/23/2016	10876 CANON SOLUTIONS AMERICA INC	988635840 988635841	51127 51127	PLOTTER MAINT & USAGE SCANNER MAINTENANCE	14.24 60.09 <b>74.33</b>
111533	3/23/2016	11402 CARROLL, JUDI	04012016-96		MEADOWBROOK HARDSHIP PGRM	28.53 <b>28.53</b>
111534	3/23/2016	10032 CINTAS CORPORATION #694	694186412-D 694186412-S 694187015	51227 51226 51227	CLEANING FLUID DSPNSR SRVC UNIFORM/PARTS CLEANER RNTL CLEANING FLUID DSPNSR SRVC	13.05 46.92 51.71 <b>111.68</b>
111535	3/23/2016	11409 CLAYTON, SYLVIA	04012016-340		MEADOWBROOK HARDSHIP PGRM	29.65 <b>29.65</b>
111536	3/23/2016	10039 COUNTY MOTOR PARTS COMPANY INC	305971	51131	VEHICLE REPAIR PARTS	12.52 <b>12.52</b>
111537	3/23/2016	10358 COUNTY OF SAN DIEGO	146CTOFSASN08 16CTOFSAN08	51222	800 MHZ ACCESS (FIRE/PS) SHERIFF RADIOS	1,265.00 4,345.00 <b>5,610.00</b>
111538	3/23/2016	10486 COUNTY OF SAN DIEGO	201600164		ASSESSORS MAP COPIES	2.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111538	3/23/2016	10486 COUNTY OF SAN DIEGO	(Continued)			2.00
111539	3/23/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	P16061682	51231	PLUMBING REPAIRS	458.83
111540	3/23/2016	10142 CSA SAN DIEGO COUNTY	357	51262	CDBG SUBRECIPIENT	458.83
111541	3/23/2016	10043 D & D SERVICES INC	23786	51133	ANIMAL DISPOSAL - FEB	1,037.05
111542	3/23/2016	10053 EL CAJON PLUMBING & HEATING	287916	51074	PLUMBING REPAIRS	1,037.05
111543	3/23/2016	10057 ESGIL CORPORATION	03/07/16-03/11/16 03/14/16-03/18/16		SHARE OF FEES SHARE OF FEES	1,235.00
111544	3/23/2016	10580 FASTENAL COMPANY	CAELC61151	51188	YARD SUPPLIES	1,235.00
111545	3/23/2016	10628 FINELINE GRAFIX	1757 1758 1759 1760 1764 1765	51241 51241 51241 51241 51241 51241	CUSTOM BANNERS CUSTOM BANNERS CUSTOM BANNERS CUSTOM BANNERS CUSTOM BANNERS CUSTOM BANNERS	19.89
111546	3/23/2016	10256 HOME DEPOT CREDIT SERVICES	2153564	51086	STATION SUPPLIES	19.89
111547	3/23/2016	12226 HOMESTEAD TREE SERVICE	2322		CONSULTATION REPORT	10,435.21
111548	3/23/2016	10198 HYDRO SCAPE PRODUCTS	9494783-00 94968220-00 9497971-00	51172 51172 51172	IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION PARTS FOR PARKS	17,425.49
					<b>Total :</b>	<b>27,860.70</b>
					<b>Total :</b>	<b>127.99</b>
					<b>Total :</b>	<b>2,702.60</b>
					<b>Total :</b>	<b>49.28</b>
					<b>Total :</b>	<b>49.28</b>
					<b>Total :</b>	<b>337.50</b>
					<b>Total :</b>	<b>337.50</b>
					<b>Total :</b>	<b>305.54</b>
					<b>Total :</b>	<b>585.90</b>
					<b>Total :</b>	<b>348.68</b>

Voucher List  
CITY OF SANTEE

03/23/2016 3:19:33PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111548	3/23/2016	10198 HYDRO SCAPE PRODUCTS	(Continued) 9498594-00 9502685-00 9506693-00 9508447-00	51172 51172 51172 51172	IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES	39.10 106.11 822.16 29.30 <b>Total : 2,236.79</b>
111549	3/23/2016	10075 IRON MOUNTAIN INFO MGMT INC	200892764		DATA STORAGE	187.14 <b>Total : 187.14</b>
111550	3/23/2016	10151 KONICA MINOLTA BUSINESS	9002220112	51189	COPIES 2/3 - 3/2/2016	43.96 <b>Total : 43.96</b>
111551	3/23/2016	12262 KRAUSE, KIMBERLY A	03/03/16		CLAIM SETTLEMENT	115.40 <b>Total : 115.40</b>
111552	3/23/2016	10203 LAKESIDE EQUIPMENT SALES &	127707	51137	WATER TANK RENTAL	74.10 <b>Total : 74.10</b>
111553	3/23/2016	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-20 SANTEE03-02	51024	CONSULTING SVCS CONSULTING SVCS	2,975.00 4,305.00 <b>Total : 7,280.00</b>
111554	3/23/2016	10079 MEDICO PROFESSIONAL	1767080 1767081	51277 51277	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 12.68 <b>Total : 32.70</b>
111555	3/23/2016	11783 MINTO, JOHN	1192016		LEAGUE ACADEMY	24.00 <b>Total : 24.00</b>
111556	3/23/2016	11029 MISSION JANITORIAL SUPPLIES	496983-00	51160	JANITORIAL SUPPLIES	613.32 <b>Total : 613.32</b>
111557	3/23/2016	10344 PADRE DAM MUNICIPAL WATER DIST	24206565 24206698 24218157 24218344 90000366		10580 PROSPECT AVE 10541 PROSPECT AVE 10054 PROSPECT AVE 10027 PROSPECT AVE GROUP BILL	346.70 642.33 381.99 388.85 23,849.02

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111557	3/23/2016	10344 PADRE DAM MUNICIPAL WATER DIST	(Continued) 90000367		GROUP BILL	13,906.67
					<b>Total :</b>	<b>39,515.56</b>
111558	3/23/2016	11442 PATTERSON, LUANNE	04012016-225		MEADOWBROOK HARDSHIP PGRM	27.35
					<b>Total :</b>	<b>27.35</b>
111559	3/23/2016	10089 PMC	45084 45335 932647	51252 51252 51252	WALMART EXPANSION EIR WALMART EXPANSION EIR WALMART EXPANSION EIR	5,650.00 5,122.50 80.00
					<b>Total :</b>	<b>10,852.50</b>
111560	3/23/2016	11589 PRAXAIR DISTRIBUTION INC	54891654 54895318	51162 51162	WELDING SUPPLIES WELDING SUPPLIES	141.28 8.59
					<b>Total :</b>	<b>149.87</b>
111561	3/23/2016	10161 PRIZM JANITORIAL SERVICES INC	10003	51173	JANITORIAL SERVICES - FEB	2,506.92
					<b>Total :</b>	<b>2,506.92</b>
111562	3/23/2016	10095 RASA	4951	51253	MAP CHECK	315.00
					<b>Total :</b>	<b>315.00</b>
111563	3/23/2016	12256 ROE, DARLENE	04012016-318		MEADOWBROOK HARDSHIP PGRM	28.73
					<b>Total :</b>	<b>28.73</b>
111564	3/23/2016	10870 SAN DIEGO COUNTY VECTOR	SD10103 SD10121		MOSQUITOVECTOR ASSESSMENT MOSQUITOVECTOR ASSESSMENT	305.46 5.00
					<b>Total :</b>	<b>310.46</b>
111565	3/23/2016	10407 SAN DIEGO GAS & ELECTRIC	3311 831 216 1		10058 PROSPECT AVE	9.28
					<b>Total :</b>	<b>9.28</b>
111566	3/23/2016	10768 SANTEE SCHOOL DISTRICT	7418	51202	JAN/FEB 2016 - LIGHTS	1,400.55
					<b>Total :</b>	<b>1,400.55</b>
111567	3/23/2016	10768 SANTEE SCHOOL DISTRICT	7416 7417	51142 51155	IRRIGATION- JAN 2016 1/3 SHARED WATER	233.26 42.54

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
111567	3/23/2016	10768	SANTEE SCHOOL DISTRICT	(Continued)			<b>Total :</b> 275.80
111568	3/23/2016	10110	SECTRAN SECURITY INC	16030314	51177	TRANSPORT SERVICES	<b>Total :</b> 108.15
111569	3/23/2016	10585	SHARP REES-STEALY MEDICAL	293		ANNUAL FF PHYSICALS	<b>Total :</b> 8,115.00
111570	3/23/2016	12105	SOLAR CITY	15-1464 15-1503		REFUND PLAN CHECK FEE REFUND PLAN CHECK FEE	177.64 177.64 <b>Total :</b> 355.28
111571	3/23/2016	11403	ST. JOHN, LYNNE	04012016-78		MEADOWBROOK HARDSHIP PGRM	<b>Total :</b> 28.40
111572	3/23/2016	11056	STANDARD ELECTRONICS	23609	51175	ALARM REPAIRS	<b>Total :</b> 127.40
111573	3/23/2016	10217	STAPLES ADVANTAGE	3294039426 3294118847 3294118850 3294118853 3295514756	51108 51168 51190 51107 51144	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	82.47 79.49 686.38 35.95 6.04 <b>Total :</b> 890.33
111574	3/23/2016	10027	STATE OF CALIFORNIA	152410		FINGERPRINTING - FEB 2016	<b>Total :</b> 160.00
111575	3/23/2016	10749	STATE WATER RESOURCES	27491		WATER LICENSE RENEWAL	<b>Total :</b> 130.00
111576	3/23/2016	10119	STEVEN SMITH LANDSCAPE INC	32157 32174	51145 51145	EXTRA WORK - LANDSCAPE FEBRUARY LANDSCAPE MAINT	120.00 39,177.00 <b>Total :</b> 39,297.00
111577	3/23/2016	10572	SUNBELT RENTALS INC	58099522-001 58204745-001 58207431-001	51169 51169 51169	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	563.87 1,507.26 1,500.31

Voucher List  
CITY OF SANTEE

03/23/2016 3:19:33PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111577	3/23/2016	10572 SUNBELT RENTALS INC	(Continued) 58353123-001	51169	EQUIPMENT RENTAL	315.85
					<b>Total :</b>	<b>3,887.29</b>
111578	3/23/2016	10158 THE SOCO GROUP INC	0262167-IN CL64552	51149 51288	DELIVERED FUEL FLEET CARD FUELING	884.82 1,173.10
					<b>Total :</b>	<b>2,057.92</b>
111579	3/23/2016	11882 THOMPSON, ZANE	109-0746448-4502638		BOOTS-STEEL TOE	37.26
					<b>Total :</b>	<b>37.26</b>
111580	3/23/2016	10550 UNIFORMS PLUS INC	41425	51110	CLASS B UNIFORMS	215.89
					<b>Total :</b>	<b>215.89</b>
111581	3/23/2016	10475 VERIZON WIRELESS	572028810-00001		CELL PHONE SERVICE	1,019.77
					<b>Total :</b>	<b>1,019.77</b>
111582	3/23/2016	10136 WEST COAST ARBORISTS INC	112843	51183	TREE MAINTENANCE SVCS	9,797.00
					<b>Total :</b>	<b>9,797.00</b>
111583	3/23/2016	10137 WILLIAMS, RUSTY	03172016D		COMMISSION STIPEND	50.00
					<b>Total :</b>	<b>50.00</b>
111584	3/23/2016	10797 WILSON, LEE	03172016E		COMMISSION STIPEND	50.00
					<b>Total :</b>	<b>50.00</b>
111585	3/23/2016	10317 WM HEALTHCARE SOLUTIONS INC	0325841-2793-3 0325842-2793-1	51223 51223	BIOMEDICAL WASTE DISPOSAL BIOMEDICAL WASTE DISPOSAL	172.15 87.89
					<b>Total :</b>	<b>260.04</b>
111586	3/23/2016	10232 XEROX CORPORATION	083634637 083634638 083634640 083634641 083634642 083634643	51216 51119 51115 51151 51193 51192	COPY CHARGES COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES & LEASE COPY CHARGES & LEASE	40.30 1,068.44 195.83 145.25 258.27 204.23
					<b>Total :</b>	<b>1,912.32</b>

Bank code :	ubgen	Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor			
69		Vouchers for bank code : ubgen		Bank total :	245,633.62
69		Vouchers in this report		Total vouchers :	245,633.62

Prepared by: *[Signature]*  
Date: 3/23/16

Approved by: *[Signature]*  
Date: 3-23-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111587	3/30/2016	10633 ALL STAR GLASS INC	WECO90187		VEHICLE REPAIR	69.00
					<b>Total :</b>	<b>69.00</b>
111588	3/30/2016	11493 ATKINS NORTH AMERICA INC	1829034	50635	CLIMATE ACTION PLAN	7,220.00
			1830505	50635	CLIMATE ACTION PLAN	1,522.50
			1832624	50635	CLIMATE ACTION PLAN	3,635.00
					<b>Total :</b>	<b>12,377.50</b>
111589	3/30/2016	10262 AUSTIN, ROY	APR - JUNE 2016		RETIREE HEALTH INSURANCE	1,086.93
					<b>Total :</b>	<b>1,086.93</b>
111590	3/30/2016	10264 BELL, HARRY	APR - JUNE 2016		RETIREE HEALTH INSURANCE	779.40
					<b>Total :</b>	<b>779.40</b>
111591	3/30/2016	10018 BENCHMARK LANDSCAPE SVCS INC	124827	51250	LANDSCAPE SERVICES AREA 2	750.00
					<b>Total :</b>	<b>750.00</b>
111592	3/30/2016	10019 BERT W SALAS INC	CIP2016-23		RETENTION RELEASE	4,779.89
					<b>Total :</b>	<b>4,779.89</b>
111593	3/30/2016	10021 BOUND TREE MEDICAL LLC	82035260	51273	EMS SUPPLIES	64.09
			82081354	51124	PHARMACEUTICALS	64.46
			82081355	51273	EMS SUPPLIES	760.49
			82082934	51273	EMS SUPPLIES	160.23
					<b>Total :</b>	<b>1,049.27</b>
111594	3/30/2016	10023 BUILDERS FENCE COMPANY INC	1582664	51061	FENCING SUPPLIES	92.18
					<b>Total :</b>	<b>92.18</b>
111595	3/30/2016	10098 BURNER, RONALD	22916	51213	FIELD COORDINATOR	2,083.34
					<b>Total :</b>	<b>2,083.34</b>
111596	3/30/2016	10024 BUSINESS PRINTING COMPANY INC	124618		STORM WATER FORMS	161.30
					<b>Total :</b>	<b>161.30</b>
111597	3/30/2016	11399 CABLE, PIPE, & LEAK DETECTION	10694-12264		UTILITY CHECK- KABOOM	330.00

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor				
111597	3/30/2016	11399	11399 CABLE, PIPE, & LEAK DETECTION (Continued)			330.00
111598	3/30/2016	11055	CALIFORNIA SIGNS AND MARKETING 9651	51317	FACILITY SIGNS	21.60
					<b>Total :</b>	<b>21.60</b>
111599	3/30/2016	11169	CALIFORNIA WATERS LLC 15281	51126	FOUNTAIN EXTRA WORK	3,608.00
					<b>Total :</b>	<b>3,608.00</b>
111600	3/30/2016	10032	CINTAS CORPORATION #694	51227	CLEANING FLUID DSPNSR SRVC	13.05
			694188855-D	51226	UNIFORM/PARTS CLEANER RNTL	46.92
			694188855-S		<b>Total :</b>	<b>59.97</b>
111601	3/30/2016	10033	CITY ELECTRIC SUPPLY COMPANY STE/032453	51064	ELECTRICAL SUPPLIES	18.20
					<b>Total :</b>	<b>18.20</b>
111602	3/30/2016	11330	CLEANSTREET 81538	51203	FEBRUARY STREET SWEEPING	14,876.64
					<b>Total :</b>	<b>14,876.64</b>
111603	3/30/2016	10039	COUNTY MOTOR PARTS COMPANY INC 307206	51131	VEHICLE SUPPLIES	5.85
			307450	51131	EQUIPMENT REPAIR PARTS	95.73
					<b>Total :</b>	<b>101.58</b>
111604	3/30/2016	10171	COUNTY OF SAN DIEGO AUDITOR & 01/2016 AGENCY REV		01/16 AGENCY PARK CITE REPT	37.50
			01/2016 DMV REVENUE		01/16 DMV PARK CITE REPT	25.00
			01/2016 PHOENIX REV		01/16 PHOENIX CITE REV REPT	295.00
					<b>Total :</b>	<b>357.50</b>
111605	3/30/2016	10333	COX COMMUNICATIONS 063453006		9534 VIA ZAPADOR	337.76
			066401501		10601 N MAGNOLIA AVE	34.55
			112256001		9130 CARLTON OAKS DR	170.13
					<b>Total :</b>	<b>542.44</b>
111606	3/30/2016	10608	CRISIS HOUSE 02292016	51259	CDBG SUBRECIPIENT	477.23
					<b>Total :</b>	<b>477.23</b>
111607	3/30/2016	11168	CTE INC CLARK TELECOM AND 00002753	51237	TRAFFIC SIGNAL MAINT	2,610.00
			00002767	51237	TRAFFIC SIGNAL REPAIR	4,494.45
			00002768	51237	DIG ALERT MARK-OUTS	275.00

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
111607	3/30/2016	11168	11168 CTE INC CLARK TELECOM AND	(Continued)			Total : 7,379.45
111608	3/30/2016	10045	DIAMOND ENVIRONMENTAL SERVICES	0000651850	51214	PORTABLE TOILET RNTL SVC	118.00
							Total : 118.00
111609	3/30/2016	12159	DOWNTOWN FORD SALES	235725	51280	FORD F-250 W/UTILITY BODY	37,002.15
							Total : 37,002.15
111610	3/30/2016	10580	FASTENAL COMPANY	CAELC61228	51076	HARDWARE	8.47
							Total : 8.47
111611	3/30/2016	10251	FEDERAL EXPRESS	5-355-39497		SHIPPING CHARGES	31.45
							Total : 31.45
111612	3/30/2016	11433	FERNANDEZ, JANET	SPRING 2016	51308	TUITION REIMBURSEMENT	643.61
							Total : 643.61
111613	3/30/2016	10009	FIRE ETC	85952	51080	EQUIPMENT REPAIR	170.00
				86678	51318	THERMAL IMAGING CAMERA	10,794.06
							Total : 10,964.06
111614	3/30/2016	10196	FIRE PREVENTION SERVICES INC	03302016		WEED ABATEMENT	1,308.44
							Total : 1,308.44
111615	3/30/2016	10368	FIREWORKS & STAGE FX AMERICA	160069	51339	FIREWORKS DEPOSIT	11,250.00
							Total : 11,250.00
111616	3/30/2016	10490	HARRIS & ASSOCIATES INC	31073	51326	FANITA RANCH EIR	922.50
							Total : 922.50
111617	3/30/2016	10198	HYDRO SCAPE PRODUCTS	9515785-00	51172	IRRIGATION SUPPLIES	546.43
				9520956-00	51172	IRRIGATION SUPPLIES	323.76
				9525301-00	51172	IRRIGATION SUPPLIES	77.43
							Total : 947.62
111618	3/30/2016	10272	JENKINS, CARROLL	APR - JUNE 2016		RETIREE HEALTH INSURANCE	2,299.50
							Total : 2,299.50

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111619	3/30/2016	10079 MEDICO PROFESSIONAL	1771764 1771765	51277 51277	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	23.48 12.68 <b>36.16</b>
111620	3/30/2016	11029 MISSION JANITORIAL SUPPLIES	500771-00 500771-01 501288-00	51160 51160 51160	JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES	5.75 5.76 70.13 <b>81.64</b>
111621	3/30/2016	10308 O'REILLY AUTO PARTS	2968-462251	51139	VEHICLE REPAIR PART	6.47 <b>6.47</b>
111622	3/30/2016	12064 PARSONS BRINCKERHOFF, INC.	615353-1	51230	SR-52 CORRIDOR STUDY	18,625.22 <b>18,625.22</b>
111623	3/30/2016	10101 PROFESSIONAL MEDICAL SUPPLY	Z982874 Z982875 Z982876	51099 51099 51099	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS	36.15 44.85 211.75 <b>292.75</b>
111624	3/30/2016	10791 RECON ENVIRONMENTAL INC	53039	50267	EIR - CHEYENNE PROJECT	11,295.75 <b>11,295.75</b>
111625	3/30/2016	11679 REGIONAL TASK FORCE ON THE	01292015		HOMELESS MGMT INFO	2,500.00 <b>2,500.00</b>
111626	3/30/2016	10097 ROMAINE ELECTRIC CORPORATION	12-033595	51255	SHOP SUPPLIES	183.23 <b>183.23</b>
111627	3/30/2016	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8 2237 358 004 2 3422 380 562 8 4394 020 550 9 7990 068 577 7 8509 742 169 4		STREET LIGHTS TRAFFIC SIGNAL GAS TAX LMD PARKS CITY HALL GROUP BILL	31,955.95 5,125.25 104.30 4,594.18 15,605.39 5,826.42 <b>63,211.49</b>
111628	3/30/2016	10750 SAN DIEGO POWDER & PROTECTIVE	46428	51338	POWDER COAT LIGHTPOSTS	820.80

Voucher List  
CITY OF SANTEE

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
111628	3/30/2016	10750	10750 SAN DIEGO POWDER & PROTECTIVE (Continued)				
				2016-2	51143	TEEN CENTER TRANSPORTATION	Total : 820.80
111629	3/30/2016	10212	SANTEE SCHOOL DISTRICT				
							Total : 616.00
111630	3/30/2016	10282	SNELSON, MARY	APR - JUNE 2016		RETIREE HEALTH INSURANCE	632.70
							Total : 632.70
111631	3/30/2016	10314	SOUTH COAST EMERGENCY VEHICLE	479323	51105	EQUIPMENT REPAIR PART	78.40
							Total : 78.40
111632	3/30/2016	10217	STAPLES BUSINESS ADVANTAGE	3295164156	51106	OFFICE SUPPLIES	95.14
				3295317570	51190	OFFICE SUPPLIES	51.53
				3295317571	51190	OFFICE SUPPLIES	11.87
				3295317572	51144	OFFICE SUPPLIES	29.47
				3295317573	51171	OFFICE SUPPLIES	369.36
				3295317574	51171	OFFICE SUPPLIES	132.95
				3295514743	51190	OFFICE SUPPLIES	29.15
				3295514748	51144	OFFICE SUPPLIES	246.01
				3295514762	51106	OFFICE SUPPLIES	159.43
				3295656301	51106	OFFICE SUPPLIES	57.64
							Total : 1,182.55
111633	3/30/2016	10119	STEVEN SMITH LANDSCAPE INC	32260	51145	PARK IRRIGATION	110.00
							Total : 110.00
111634	3/30/2016	10121	SUPERIOR READY MIX LP	771096	51191	HOT ASPHALT & OIL	156.17
							Total : 156.17
111635	3/30/2016	11727	TC CONSTRUCTION CO INC	26802	51254	BUENA VISTA & RAILROAD AVE	409,935.44
				26802R		RETENTION	-20,496.77
							Total : 389,438.67
111636	3/30/2016	10158	THE SOCO GROUP INC	CL65307	51288	FLEET CARD FUELING	771.92
							Total : 771.92
111637	3/30/2016	10133	UNDERGROUND SERVICE ALERT	220160671	51109	DIG ALERT SERVICES	99.00

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor		(Continued)			
111637	3/30/2016	10133	10133 UNDERGROUND SERVICE ALERT				<b>Total : 99.00</b>
111638	3/30/2016	12281	VAN WAGNER, KEITH	01212016		MILEAGE REIMBURSEMENT	44.93
111639	3/30/2016	10136	WEST COAST ARBORISTS INC	113390	51183	TREE MAINTENANCE SERVICES	11,610.00
				113391	51183	TREE MAINTENANCE SVCS	2,880.00
				113392	51183	TREE MAINTENANCE SVCS	4,320.00
						<b>Total :</b>	<b>18,810.00</b>
111640	3/30/2016	10232	XEROX CORPORATION	083634635	51152	COPY CHARGES & LEASE	604.35
				083634639	51118	COPY CHARGES	69.67
				083763011	51116	COPIER LEASE	178.45
						<b>Total :</b>	<b>852.47</b>
<b>54 Vouchers for bank code : ubgen</b>						<b>Bank total :</b>	<b>626,343.54</b>
<b>54 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>626,343.54</b>

Prepared by: Made [Signature]  
 Date: 3/30/16  
 Approved by: [Signature]  
 Date: 3-30-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111641	3/31/2016	10780 COUNTY OF SAN DIEGO SHERIFF	PPE 03/23/16 PPE 03/23/16 W/O		DISBURSEMENT FEE WITHHOLDING ORDER	12.00 1,125.68 <b>1,137.68</b>
111642	3/31/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 03/23/16		FLEXIBLE SPENDING ACCOUNT	2,048.73 <b>2,048.73</b>
111643	3/31/2016	10353 PERS	03 16 4		RETIREMENT PAYMENT	87,741.72 <b>87,741.72</b>
111644	3/31/2016	10424 SANTEE FIREFIGHTERS	PPE 03/23/16		DUES/PEC/BENEVOLENT	2,346.00 <b>2,346.00</b>
111645	3/31/2016	10776 STATE OF CALIFORNIA	PPE 03/23/16		WITHHOLDING ORDER	267.69 <b>267.69</b>
111646	3/31/2016	10001 US BANK	PPE 03/23/16		PARS RETIREMENT	667.48 <b>667.48</b>
111647	3/31/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 03/23/16		ICMA - 457	28,515.59 <b>28,515.59</b>
111648	3/31/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 03/23/16		RETIREE HEALTH SAVINGS ACCOL	3,364.87 <b>3,364.87</b>
<b>8 Vouchers for bank code : ubgen</b>						<b>126,089.76</b>
<b>8 Vouchers in this report</b>						<b>126,089.76</b>

Prepared by: *[Signature]*  
Date: 3/31/16

Approved by: *[Signature]*  
Date: 3-31-16

4-1-16

Payroll Processing Report  
CITY OF SANTEE

4/1/2016 to 4/30/2016-1 Cycle m

08:11PM

EARNINGS SECTION				DEDUCTIONS SECTION				LEAVE SECTION					
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals					Employees: 29								
reth			5,278.00		catax	5,278.00							
					fedtax	5,278.00							
Grand Totals		0.00	5,278.00				0.00	0.00					

Gross: 5,278.00  
 Net: 5,278.00

<< No Errors / No Warnings >>

Transfer

City of Santee  
COUNCIL AGENDA STATEMENT

MEETING DATE

April 13, 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 *for T.M.*  
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. A series of action steps is required prior to the final formation of a CFD. The next step in considering the formation of a proposed CFD after receiving an application, is entering into two agreements with the applicant, a Reimbursement Agreement and a Deposit Agreement, which combined ensure that all costs incurred in connection with a proposed formation will be paid by the applicant and that certain costs can be financed on a tax-exempt basis. Should the City Council approve the proposed agreements, there is no obligation on the City to form a CFD at this time, but to provide fair consideration of the item at a future Public Hearing. The proposed agreements with Pardee call for initial deposits in the amounts of \$43,500 (facilities CFD) and \$27,000 (services CFD), with the 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, future CFD formation and bond issuance if approved, including the special tax consultant, bond counsel and financial advisor.

The attached staff report includes additional discussion and information.

FINANCIAL STATEMENT

*for T.M.* 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

- MSB*
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).

ATTACHMENTS (Listed Below)

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

## 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  
APRIL 13, 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 Brodsky, Managing Director will serve as the lead financial advisor and project manager. Mr. Brodsky 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. Brodsky 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 or 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**

6A

**MEETING DATE**                      April 13, 2016                      **AGENDA ITEM NO.**

**ITEM TITLE**                      APPROVAL TO ISSUE A PURCHASE ORDER CHANGE ORDER TO ZOLL MEDICAL CORPORATION TO INCREASE THE FY 15/16 PURCHASE ORDER AMOUNT TO \$14,600 FOR ADDITIONAL AS-NEEDED REPLACEMENT PARTS AND ACCESSORIES

**DIRECTOR/DEPARTMENT**      Richard Smith, Acting Fire Chief 

**SUMMARY**

In July 2015, a purchase order in the amount of \$10,000 was issued to Zoll Medical Corporation for FY 15/16 as-needed parts and accessories which must match and/or be compatible with Zoll E-Series monitors/defibrillators and cardiac pumps currently being used by the City. Zoll Medical Corporation is an authorized manufacturer for Zoll E-Series monitors/defibrillators and cardiac pumps.

Due to unanticipated costs for replacement parts and accessories, it is estimated that an additional \$4,600 will be required to cover such costs for the remainder of FY 15/16 (through June 30, 2016) therefore a purchase order change order is needed to increase the purchase order amount to \$14,600.

Santee Municipal Code Section 3.24.130 requires City Council approval when change orders cumulatively exceed ten percent of the contract/purchase order amount or \$10,000. Staff requests approval to issue a purchase order change order to Zoll Medical Corporation for an amount not to exceed \$4,600 to cover as-needed replacement costs for the remainder of FY 15/16.

**ENVIRONMENTAL REVIEW**

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to sections 15061(b)(3) and 15378(b)(2).

**FINANCIAL STATEMENT** 

Sufficient funds are appropriated in the adopted FY 2015-16 Fire Department Emergency Medical Services (EMS) operating budget.

**CITY ATTORNEY REVIEW**                       N/A                       Completed

**RECOMMENDATION** 

Approve issuance of a purchase order change order to Zoll Medical Corporation for an amount not to exceed \$4,600.00 to cover as-needed replacement costs for the remainder of FY 15/16 which will increase the total FY 15/16 purchase order amount from \$10,000 to \$14,600.

**ATTACHMENTS**

None