

CITY MANAGER – Marlene D. Best  
CITY ATTORNEY – Shawn D. Hagerty  
CITY CLERK – Annette Fagan Ortiz

STAFF:  
ASSISTANT TO THE CITY MANAGER  
Kathy Valverde  
COMMUNITY SERVICES DIRECTOR  
Bill Maertz  
DEVELOPMENT SERVICES DIRECTOR  
Melanie Kush  
FINANCE DIRECTOR/TREASURER  
Tim McDermott  
FIRE & LIFE SAFETY DIRECTOR/FIRE CHIEF  
John Garlow  
HUMAN RESOURCES DIRECTOR  
Jessie Bishop  
LAW ENFORCEMENT  
Captain Daniel Brislin



CITY COUNCIL

Mayor John W. Minto  
Vice Mayor Stephen Houlahan  
Council Member Ronn Hall  
Council Member Laura Koval  
Council Member Rob McNelis

**City of Santee  
Regular Meeting Agenda  
Santee City Council**

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**Wednesday, August 14, 2019  
7:00 PM**

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

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**Regular City Council Meeting – 7:00 p.m.**

**ROLL CALL:** Mayor John W. Minto  
Vice Mayor Stephen Houlahan  
Council Members Ronn Hall, Laura Koval and Rob McNelis

**LEGISLATIVE INVOCATION:** Marshall Masser, Lakeside Christian Church

**PLEDGE OF ALLEGIANCE**

**PRESENTATION:** Padre Dam – Allen Carlisle

**CONSENT CALENDAR:**

**PLEASE NOTE: Consent Calendar items are considered routine and will be approved by one motion, with no separate discussion prior to voting. The public, staff or Council Members 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 at the start of the meeting. Speakers are limited to 3 minutes.**

- (1) Approval of reading by title only and waiver of reading in full of Ordinances on the agenda.**
- (2) Approval of Meeting Minutes of the Santee City Council for the July 24, 2019 Regular Meeting. (City Clerk – Ortiz)**
- (3) Approval of Payment of Demands as presented. (Finance – McDermott)**

- (4) Authorization for the City Manager to execute the agreement for participation in San Diego County's California Identification System (CAL-ID) remote access network for the period July 1, 2019 through June 30, 2024. (City Manager – Best)
- (5) Adoption of a Resolution authorizing the City Manager to execute a Public Right of Way Improvement Agreement for public improvements associated with the Sharp Medical Office building located at 8701 Cuyamaca Street. Related Case Files: DR2017-05, P2017-07. (Development Services – Kush)
- (6) Adoption of a Resolution accepting the public improvements for the Montivo Project (TM2005-14) as complete and authorizing the refund of Development Impact Fees. Location: 8850 Olive Lane. (Development Services – Kush)
- (7) Adoption of a Resolution accepting the public improvements for the Prospect Fields subdivision (TM2015-01) as complete. Location: Prospect Avenue north of Clifford Heights Road. (Development Services – Kush)
- (8) Rejection of claim against the City by Cox Communications, per Government Code Section 913. (Human Resources – Bishop)

**PUBLIC HEARING:**

- (9) Public Hearing for an Ordinance amending Title 12 (“Subdivisions”) and Title 13 (“Zoning Ordinance”) of the City of Santee Municipal Code to waive City Development Impact Fees for Accessory Dwelling Units for a five (5) year trial period and approving an exemption from the California Environmental Quality Act (CEQA) in accordance with Sections 15303 and 15061(b)(3) of the CEQA Guidelines and Section 21080.17 of the Public Resources Code (Case File: ZOA 2019-1). (Development Services)

Recommendation:

1. Conduct and close the Public Hearing; and
2. Find that the Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15303 and 15061(b)(3) and Public Resources Code Section 21080.17; and
3. Introduce the Ordinance for first reading and schedule the Ordinance for a second reading on August 28, 2019.

**CONTINUED BUSINESS:**

- (10) Resolution establishing the salary of the Mayor and Council Members for Fiscal Years 2019-20 and 2020-21 in accordance with the provisions of the Santee City Charter. (City Manager – Best)**

Recommendation:

1. Adopt one of the Resolutions establishing the salary of the Mayor and Council Members:
  - a. 2.5% salary increase for FY 2019-20 and additional 2.5% increase for FY 2020-21
  - b. 2.5% salary increase for FY 2019-20 and addition of a technology allowance for FY 2020-21
2. Authorize the Finance Director to appropriate funds for the FY 2019-20 salary increase.

**NEW BUSINESS:**

- (11) Workshop on an Art and Entertainment Overlay District that promotes the concentration of arts, cultural and entertainment-oriented uses within the Santee Town Center Specific Plan Area/Town Center District and Appropriation of funds for compliance under the California Environmental Quality Act (CEQA). Applicant: City of Santee (Related Case Numbers: AEIS2019-05; TCSPA2019-01). (Development Services - Kush)**

Recommendation:

Receive City Council feedback on the proposed Art and Entertainment District boundary, land uses and mobility provisions and appropriate \$20,000 from the General Fund reserve balance.

- (12) Discussion of a Community Facilities District to assist projects in the proposed Art and Entertainment District in Town Center. (Finance – McDermott)**

Recommendation:

Provide direction to staff.

- (13) Resolution authorizing the City Manager to execute a Second Amendment to the Disposition and Development Agreement between the City of Santee and Eneract, LLC, for development of real property known as Parcel 3 of Parcel Map 20177 located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway in Santee, California [Assessor's Parcel No. 381-050-66] (Cinema Parcel). (City Manager – Best)**

Recommendation:

Adopt the Resolution authorizing the City Manager to execute a Second Amendment to the Development and Disposition Agreement with Eneract, LLC, for the development of the Cinema parcel.

**(14) Determination of future use of Parcel 4 of Parcel Map 18857 (Library Site). (City Manager – Best)**

Recommendation:

Determine the future use of Parcel 4 of Parcel Map 18857 and provide direction to the City Manager, as appropriate.

**(15) Resolution authorizing application for, and receipt of, SB2 Planning Grants Program Funds. (Development Services – Kush)**

Recommendation:

Adopt the Resolution authorizing the City Manager to submit an SB2 Planning Grant application and execute an SB2 Planning Grant contract.

**NON-AGENDA PUBLIC COMMENT:**

*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.*

**CITY COUNCIL REPORTS:**

**CITY MANAGER REPORTS:**

**CITY ATTORNEY REPORTS:**

**CLOSED SESSION:**

- (16) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
(Gov. Code section 54956.9(d)(2))  
Significant exposure to litigation: One case

**ADJOURNMENT:**



**August & September Meetings**

Aug 01	SPARC	Civic Center Building 8A
Aug 12	Community Oriented Policing Committee	Council Chamber
Aug 14	Council Meeting	Council Chamber
Aug 28	Council Meeting	Council Chamber
Sept 05	SPARC	Civic Center Building 8A
Sept 09	Community Oriented Policing Committee	Council Chamber
Sept 11	Council Meeting	Council Chamber
Sept 19	Manufactured Home Fair Practices Commission	Council Chamber
Sept 25	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 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). 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>Annette Ortiz, 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>August 9, 2019</u> , at <u>4:00 p.m.</u>	
_____ Signature	 _____ Date

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

**Pres**

**MEETING DATE**      August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**      **PRESENTATION: PADRE DAM MUNICIPAL WATER DISTRICT UPDATE**

**DIRECTOR/DEPARTMENT**      Marlene Best, City Manager

**SUMMARY**

Padre Dam Municipal Water District General Manager Allen Carlisle will give a short presentation on current projects and programs at the Water District for Council and community information.

**FINANCIAL STATEMENT**      N/A

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** ✓

Note and file.

**ATTACHMENTS**

None

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

**Item 1**

**MEETING DATE**      August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**      **APPROVAL OF READING BY TITLE ONLY AND WAIVER OF READING  
IN FULL OF ORDINANCES AND RESOLUTIONS ON THE AGENDA.**

**DIRECTOR/DEPARTMENT**      Annette Ortiz, MBA, CMC, City Clerk 

**SUMMARY**

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only. The purpose of this item is to help streamline the City Council meeting process, to avoid unnecessary delay and to allow more time for substantive discussion of items on the agenda.

State law requires that all ordinances be read in full either at the time of introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council. (Gov. Code, § 36934). This means that each word in each ordinance would have to be read aloud unless such reading is waived. Such reading could substantially delay the meeting and limit the time available for discussion of substantive items. Adoption of this waiver streamlines the procedure for adopting the ordinances on tonight's agenda (if any), because it allows the City Council to approve ordinances by reading aloud only the title of the ordinance instead of reading aloud every word of the ordinance.

The procedures for adopting resolutions are not as strict as the procedures for adopting ordinances. For example, resolutions do not require two readings for passage, need not be read in full or even by title, are effective immediately unless otherwise specified, do not need to be in any particular format unless expressly required, and, with the exception of fixing tax rates or revenue amounts, do not require publication. However, like ordinances, all resolutions require a recorded majority vote of the total membership of the City Council. (Gov. Code § 36936).

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**

It is recommended that the Council waive the reading of all Ordinances and Resolutions in their entirety and read by title only.

**ATTACHMENTS**

None

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

**Item 2**

**MEETING DATE**     August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**     APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL  
FOR THE JULY 24, 2019 REGULAR MEETING.

**DIRECTOR/DEPARTMENT**     Annette Ortiz, MBA, CMC, City Clerk 

**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.

**ATTACHMENT**

July 24, 2019 Regular Meeting Minutes



**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
July 24, 2019**

**DRAFT**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 7:00 p.m.

**ROLL CALL:** Present: Mayor John W. Minto, Vice Mayor Stephen Houlahan and Council Members Laura Koval and Rob McNelis – 4. Absent: Council Member Ronn Hall – 1.

Officers present: City Manager Marlene Best, City Attorney Shawn Hagerty and City Clerk Annette Ortiz.

The **INVOCATION** was given by Manual Espino, Jr. of World Mission Society Church of God and the **PLEDGE OF ALLEGIANCE** was led by Lynda Marrokal.

**CONSENT CALENDAR:**

**AGENDA CHANGES:**

The City Manager requested Item 19 be moved to be heard after the Consent Calendar.

- (1) **Approval of reading by title only and waiver of reading in full of Ordinances on the agenda.**
- (2) **Approval of Meeting Minutes of the Santee City Council for the June 26, 2019 Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as presented. (Finance – McDermott)**
- (4) **Approval of the expenditure of \$63,422.45 for June 2019 Legal Services and Related Costs, and the appropriation of \$22,686.44 from the General Fund reserve balance. (Finance – McDermott)**
- (5) **Adoption of a Resolution levying charges for Fire Suppression Service (“Fire Benefit Fee”) for Fiscal Year 2019-20. (Fire – Garlow) (Reso 065-2019)**
- (6) **Adoption of a Resolution authorizing the purchase of twenty-one (21) sets of structural firefighting clothing (turnouts) from Municipal Emergency Services per National Purchasing Partners, LLC (dba NPPGov) contract #00000168 for an amount not to exceed \$55,274.46 and authorizing the City Manager to execute all necessary documents. (Fire – Garlow) (Reso 066-2019)**
- (7) **Adoption of a Resolution levying special taxes to be collected during**

Fiscal Year 2019-20 to pay costs related to the authorized public improvements within Community Facilities District No. 2017-1 (Weston Infrastructure) of the City of Santee. (Finance – McDermott) (Reso 067-2019)

- (8) Adoption of a Resolution levying special taxes to be collected during Fiscal Year 2019-20 to pay the annual cost of municipal services within Community Facilities District No. 2017-2 (Weston Municipal Services) of the City of Santee. (Finance – McDermott) (Reso 068-2019)
- (9) Adoption of a Resolution levying special taxes to be collected during Fiscal Year 2019-20 to pay the annual cost of municipal maintenance services within Community Facilities District No. 2015-1 (Municipal Maintenance Services) of the City of Santee. (Finance – McDermott) (Reso 069-2019)
- (10) Adoption of a Resolution authorizing the submittal of a grant application to the San Diego River Conservancy for Proposition 68 Funding for the Hanlon Hill Overlook Trail Project. (Community Services – Maertz) (Reso 070-2019)

**ACTION:** Vice Mayor Houlahan moved approval of the Consent Calendar and reordering Item 19 to be heard following the Consent Calendar.

Council Member Koval seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Members Koval and McNelis – 4. Absent: Council Member Hall – 1.

**Item reordered to be heard following Consent Calendar:**

- (19) Review of Santee’s Community Choice Aggregation Technical Feasibility Study. (City Manager – Best)

The Assistance to the City Manager introduced the Item and Howard Choy presented the report and responded to Council questions.

**PUBLIC SPEAKERS:**

- Dan Bickford
- Michelle Perchez
- Matthew Vasilakis, Climate Action Campaign
- Evelyn Andrade-Heymsfield
- Van Collinsworth, Preserve Wild Santee

Mayor Minto stated he was in favor of a smaller governance structure if Santee were to create or join a Joint Powers Agency (JPA) for a Community Choice Aggregation (CCA); he expressed concern that bigger cities would step on the smaller cities.

Council Member Koval requested another workshop to receive answers to a lot of questions.



Council Member McNelis stated he would like a presentation showing numbers based on the City of Santee, not other cities.

Vice Mayor Houlahan requested the consultant review various scenarios from worst case to best case; he is interested in a JPA and would like to have another workshop to review financial and governance structures.

**PUBLIC HEARING:**

- (11) **Public Hearing for the Fiscal Year 2019-20 Santee Roadway Lighting District (SRLD) annual levy of assessments. (Finance – McDermott) (Reso 071-2019)**

The Public Hearing was opened at 8:44 p.m. The Finance Director provided the staff report.

**ACTION:** Council Member McNelis moved approval of staff's recommendation.

Vice Mayor Houlahan seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Members Koval and McNelis – 4. Absent: Council Member Hall – 1.

The Public Hearing was closed at 8:46 p.m.

- (12) **Public Hearing for the Fiscal Year 2019-20 Town Center Landscape Maintenance District (TCLMD) annual levy of assessments. (Finance – McDermott) (Reso 072-2019)**

The Public Hearing was opened at 8:46 p.m. The Finance Director provided the staff report.

**ACTION:** Council Member McNelis moved approval of staff's recommendation.

Vice Mayor Houlahan seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Members Koval and McNelis – 4. Absent: Council Member Hall – 1.

The Public Hearing was closed at 8:47 p.m.

Council Member recused himself from Item 13 and left the dais.

- (13) **Public Hearings for the Fiscal Year 2019-20 Santee Landscape Maintenance District (SLMD) annual levy of assessments. (McDermott – Finance) (Resos 073-2019 and 074-2019)**

The Public Hearing for Zone 1 – El Nopal Estates was opened at 8:49 p.m. Mayor Minto presented an overview of the proceedings the Public Hearing and the Finance Director provided the staff report. The City Clerk reported the notice of the Public Hearing and

distribution of assessment ballots for Zone 1 – El Nopal Estates.

Mayor Minto announced an opportunity for any property owners to speak about the proposed increase. There were no public speakers. Mayor Minto announced that any assessment ballots or replacement assessment ballots must be received prior to the close of the Public Hearing; no additional assessment ballots or replacement assessment ballots were received.

The Public Hearing was closed at 8:56 p.m. and the City Council recessed at 8:56 p.m. during the ballot tabulation.

The City Council reconvened in Open Session at 9:16 p.m.

The City Clerk reported the results of the tabulation of the assessment ballots as shown below:

Total assessment ballots distributed	45
Total assessment ballots submitted and not withdrawn	32
Assessment ballots submitted, and not withdrawn, in favor of the proposed assessment:	25
Weighted value of assessment ballots submitted, and not withdrawn, in favor of the proposed assessment	\$5,591.75
Assessment ballots submitted, and not withdrawn, in opposition to the proposed assessment:	7
Weighted value of assessment ballots submitted, and not withdrawn, in opposition to the proposed assessment	\$1,565.69

There was no majority protest against the increase in Zone 1. The second Public Hearing opened at 9:18 p.m. to consider continuing the assessment for the remaining Zones in the Santee Landscape Maintenance District, excluding Zone 1, at the pre-approved existing rates.

The Public Hearing was closed at 9:19 p.m.

**ACTION:** Vice Mayor Houlahan moved approval of both Resolutions.

Council Member Koval seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Member Koval – 3. Abstain: Council Member McNelis – 1. Absent: Council Member Hall – 1.

**CONTINUED BUSINESS:**

- (14) **Mayor and Council Member Compensation. (City Manager/Finance – Best/McDermott)**



Mayor Minto introduced the Item and the Assistance to the City Manager presented the staff report and responded to Council questions.

**PUBLIC SPEAKERS:**

- Stephanie Boyce
- Michelle Perchez
- Evlyn Andrade-Heymsfield
- Justin Schlaefli

Council provided direction to staff to bring back an action item for the next City Council meeting reflecting a 2.5% increase in salary for the remainder for the current Fiscal Year and to look either a 2.5% increase or technology allowance for the next Fiscal Year.

**(15) Second Reading and Adoption of Ordinance No. 567 adding Section 7.30.030 to the Santee Municipal Code relating to smoking. (City Attorney – Hagerty) (Ord. 567)**

The City Attorney presented the staff report.

**PUBLIC SPEAKERS:**

- Susan Josephson, American Cancer Society Cancer Action Network
- Evlyn Andrade-Heymsfield
- Dee Swanson
- Van Collinsworth

**ACTION:** Vice Mayor Houlahan moved approval of staff's recommendation.

Council Member Koval seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Member Koval – 3. Noes: Council Member McNelis – 1. Absent: Council Member Hall – 1.

**NEW BUSINESS:**

**(16) Public Workshop on development impact fees associated with Accessory Dwelling Units (ADUs). (Development Services – Kush).**

The Development Services Director introduced the item and the Associate Planner presented the staff report and responded to Council questions.

**PUBLIC SPEAKERS:**

- Tracy Morgan Hollingworth, Pacific Southwest Association of Realtors (Handout)
- Robert Calloway, Pacific Southwest Association of Realtors
- Paul Walter, ADU Plus Division of Cabrera and Associates
- Michelle Perchez
- Penelope Fulmer

Council provided direction to staff to bring back an action item regarding the development impact fees and requirements for ADUs.

**(17) Workshop on Senate Bill 166 (No Net Loss) and its implications on the development of sites identified for the very low-income housing in the housing element. (Development Services – Kush)**

The Development Services Director introduced the item and the Associate Planner presented the staff report and responded to Council questions.

**PUBLIC SPEAKERS:**

- Dan Bickford
- Dawn Marino
- Ure Kretowicz
- Justin Schlaefli
- Dean Velasco
- Valerie Rawlings
- Joe Marino
- Lia Marino

Council provided feedback on potential “very-low” income replacement sites.

**(18) Resolution authorizing the execution of a Professional Services Agreement with D-Max Engineering, Inc. (D-Max), for water quality monitoring services associated with the Mast Park Capital Improvement Project. (Development Services – Kush) (Reso 075-2019)**

The Development Services Director presented the staff report.

**ACTION:** Vice Mayor Houlahan moved approval of staff’s recommendation.

Council Member McNelis seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Members Koval and McNelis – 4. Absent: Council Member Hall – 1.

**(19) Item reordered to be heard after Consent Calendar.**

**NON-AGENDA PUBLIC COMMENT:**

- (A) Lynda Marrokal requested assistance from Council with an issue she is having with a developer related to an easement on her private road.
- (B) Joe Marino urged Council to take action on motorhomes parking on City streets.

**CITY COUNCIL REPORTS:**

**(20) Recommendation of Appointment to Santee Park and Recreation Committee (SPARC). (Council)**

Council Member Koval introduced the item and Mayor Minto recommended Kathleen Pishny be appointed to SPARC.

**ACTION:** Council Member Koval moved approval of the Mayor’s recommendation.

Vice Mayor Houlahan seconded the motion, which carried by the following vote: Ayes: Mayor Minto, Vice Mayor Houlahan and Council Members Koval and McNelis – 4. Absent: Council Member Hall – 1.

**CITY MANAGER REPORTS:** None

**CITY ATTORNEY REPORTS:** None

**CLOSED SESSION**

Council Members recessed at 11:31 p.m. and convened in Closed Session at 11:35 p.m.

**(21) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Gov. Code section 54956.8)

Property: Parcel 4 of Parcel Map 18857 located in Trolley Square (Library site)

City Negotiator: City Manager

Negotiating Parties: Excel Hotel Group and Vestar Kimco Santee, LP

Under Negotiation: Price and terms of payment

**(22) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Gov. Code section 54956.8)

Property: Parcel 3 of Parcel Map 20177 located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway (Theater Parcel).

City Negotiator: City Manager.

Negotiating Party: Studio Movie Grill.

Under negotiation: Price and terms of payment.

Council Members reconvened in Open Session at 11:57 p.m. with all members present, except Council Member Hall who was absent. Mayor Minto reported for Item 21, direction was given to staff and for Item 22, direction was given to staff.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 11:57 p.m.

Date Approved:

\_\_\_\_\_  
Annette Ortiz, MBA, CMC, City Clerk

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

**Item 3**

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT**

Tim K. McDermott, Finance *tm*

**SUMMARY**

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

**FINANCIAL STATEMENT** *tm*

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

**CITY ATTORNEY REVIEW**

N/A     Completed

**RECOMMENDATION** *MSB*

Approval of the payment of demands as presented.

**ATTACHMENTS (Listed Below)**

- 1) Summary of Payments Issued
- 2) Voucher Lists



Payment of Demands  
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
07/16/2019	Accounts Payable	\$ 87,567.78
07/18/2019	Payroll	364,853.40
07/22/2019	Accounts Payable	105,516.14
07/23/2019	Accounts Payable	1,446.63
07/23/2019	Accounts Payable	41,767.22
07/23/2019	Accounts Payable	107,448.62
07/23/2019	Accounts Payable	144,942.00
07/24/2019	Accounts Payable	2,500.00
07/25/2019	Accounts Payable	156,236.73
07/25/2019	Accounts Payable	868,290.64
07/25/2019	Accounts Payable	1,605,426.97
07/26/2019	Accounts Payable	788,440.41
07/30/2019	Accounts Payable	2,594,011.00
07/31/2019	Accounts Payable	80,981.94
07/31/2019	Accounts Payable	613,585.97
08/01/2019	Retiree Health	5,385.00
08/01/2019	Payroll	376,184.09
08/01/2019	Accounts Payable	<u>234,336.22</u>
	TOTAL	<u>\$8,178,920.76</u>

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

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

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121900	7/16/2019	12722 FIDELITY SECURITY LIFE	163953725		EYEMED - VOLUNTARY VISION	771.00
					<b>Total :</b>	<b>771.00</b>
121901	7/16/2019	10844 FRANCHISE TAX BOARD	PPE 07/10/19		WITHHOLDING ORDER	25.00
					<b>Total :</b>	<b>25.00</b>
121902	7/16/2019	10508 LIFE INSURANCE COMPANY OF	July 2019		LTD/LIFE INSURANCE	2,697.62
					<b>Total :</b>	<b>2,697.62</b>
121903	7/16/2019	10784 NATIONAL UNION FIRE INSURANCE	July 2019		VOLUNTARY AD&D	93.00
					<b>Total :</b>	<b>93.00</b>
121904	7/16/2019	10335 SAN DIEGO FIREFIGHTERS FEDERAL	July 2019		LONG TERM DISABILITY-SFFA	1,053.50
					<b>Total :</b>	<b>1,053.50</b>
121905	7/16/2019	10424 SANTEE FIREFIGHTERS	PPE 07/10/19		DUES/PEC/BENEVOLENT/BC EXP	2,511.25
					<b>Total :</b>	<b>2,511.25</b>
121906	7/16/2019	12892 SELMAN & COMPANY	July 2019		ID THEFT PROTECTION	170.00
					<b>Total :</b>	<b>170.00</b>
121907	7/16/2019	10776 STATE OF CALIFORNIA	PPE 07/10/19		WITHHOLDING ORDER	308.30
					<b>Total :</b>	<b>308.30</b>
121908	7/16/2019	12657 THREE CHORD JUSTICE	7084	52631	SANTEE SUMMER CONCERTS	750.00
					<b>Total :</b>	<b>750.00</b>
121909	7/16/2019	10001 US BANK	PPE 07/10/19		PARS RETIREMENT	1,537.98
					<b>Total :</b>	<b>1,537.98</b>
121910	7/16/2019	10959 VANTAGE TRANSFER AGENT/457	PPE 07/10/19		ICMA - 457	31,392.41
					<b>Total :</b>	<b>31,392.41</b>
121911	7/16/2019	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 07/10/19		RETIREMENT HSA	46,257.72
					<b>Total :</b>	<b>46,257.72</b>
<b>12 Vouchers for bank code : ubgen</b>						<b>Bank total : 87,567.78</b>

vchlist  
07/16/2019 3:43:49PM

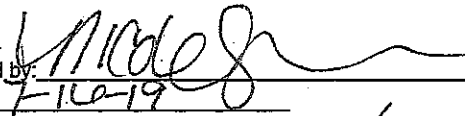
Voucher List  
CITY OF SANTEE

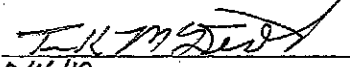
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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12 Vouchers in this report

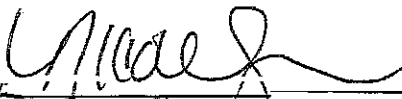
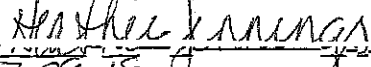
Total vouchers : 87,567.78

Prepared by:   
Date: 7/16/19

Approved by:   
Date: 7/16/19

Bank code : ubgen

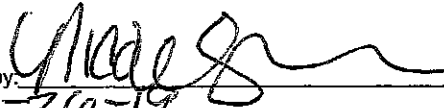
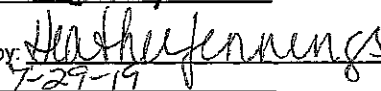
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
66574	7/22/2019	10955 DEPARTMENT OF THE TREASURY	PPE 07/10/19		FED WITHHOLD & MEDICARE	78,694.61
					Total :	78,694.61
66580	7/22/2019	10956 FRANCHISE TAX BOARD	PPE 07/10/19		CA STATE TAX WITHHELD	26,821.53
					Total :	26,821.53
2 Vouchers for bank code : ubgen					Bank total :	105,516.14
2 Vouchers in this report					Total vouchers :	105,516.14

Prepared by:   
Date: 7-20-19  
Approved by:   
Date: 7-29-19



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
611	7/23/2019	12774 LIABILITY CLAIMS ACCOUNT	06302019		LIABILITY CLAIMS	1,446.63	
						Total :	1,446.63
1 Vouchers for bank code : ubgen						Bank total :	1,446.63
1 Vouchers in this report						Total vouchers :	1,446.63

Prepared by:   
Date: 7-26-19  
Approved by:   
Date: 7-29-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121913	7/23/2019	10001 US BANK	0000001771		EQUIPMENT SUPPLIES	46.14
			000017		FIDO FEST	42.92
			00049965		RECREATION AIDE HR ORIENTATIC	88.10
			0014		MEETING SUPPLIES	10.75
			00289		SUPPLIES FOR BLDG 5 REMODEL	141.99
			006232019		OFFICE SUPPLIES (REFUND)	-120.78
			010003		GENERAL SPECIAL EVENTS	377.34
			011702		PLANT MATERIALS	378.40
			015153		LEAGUE OF CA CITIES	33.00
			0152073		UNIFORM BADGES	573.26
			015865		FIDO FEST	3.78
			018011		FIDO FEST	17.85
			021672		DAY CAMP SUPPLIES	138.28
			026597		MEETING SUPPLIES	24.00
			026950		MEETING SUPPLIES	3.87
			03037		DAY CAMP MAT/SUP	148.82
			036553		FIDO FEST	137.39
			042812		MEETING SUPPLIES	12.57
			043138		DAY CAMP SUPPLIES	21.34
			045689		STREET FAIR BOOTH	93.12
			05484		GRAFFITI ABATEMENT	156.32
			055400		MEETING SUPPLIES	14.99
			057465		DAY CAMP SUPPLIES	58.11
			058651		CAPTAIN'S EXAM	42.83
			058805		CAPTAIN'S EXAM	34.26
			060319		CAPTAIN'S EXAM	50.47
			06062019		OFFICE SUPPLIES (REFUND)	-39.99
			061119		CPR CARDS	66.00
			06112019		CPR INSTRUCTOR CARD	17.00
			061419		OFFICE SUPPLIES	23.44
			061819		WORKING LUNCH - BB&K	32.00
			0673		GENERAL SPECIAL EVENTS	83.89
			100001563		EQUIPMENT ID LABELS	1,215.44
			1002313		DIGITAL RECREATION GUIDE	312.00
			100708418		CERTIFICATION RENEWAL	100.00
			1014716051		CFED CONFERENCE	911.84

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121913	7/23/2019	10001 US BANK	(Continued)			
			104247		APPLIANCE REPAIR	415.50
			1060010		CPR TRAINING EQUIPMENT	599.61
			1071		FIDO FEST	85.88
			10891		PAPA TEST REGISTRATION	225.00
			10893		PAPA TEST REGISTRATION	225.00
			111-4055237-8919450		PUBLIC EDUCATION PROPS	323.20
			111-4127398-8778627		OFFICE SUPPLIES	60.95
			112-0752603-8393847		PUBLIC EDUCATION PROPS	161.60
			112-0893400-0863460		OFFICE SUPPLIES	96.56
			112-5095473-8458668		SUNSCREEN	47.95
			112-6521107-8164227		PSD SUPPLIES	551.95
			112-6969782-0406639		EMS SUPPLIES	185.86
			112-7294403-8252222		SUPPLIES - FS #4	28.35
			113-00300462-5212274		OFFICE SUPPLIES	21.24
			113-0507911-18546		OFFICE SUPPLIES	14.58
			113-1924939-2580262		SIGNS	18.26
			113-2642379-8645039		SIGNS	12.95
			113-2741788-5642631		SIGNS	26.40
			113-3013750-8271424		SIGNS	50.55
			113-4224191-6730666		TRAINING MANUALS	537.07
			113-4299206-9362656		SIGNS	167.80
			113-5193110-7677001		SIGNS	24.09
			113-5236337-59714		CODE COMP SUPPLIES	81.86
			113-6812395-5183455		TRAINING SUPPLIES	63.00
			113-7118204-9873828		OFFICE SUPPLIES	458.33
			113-7118204-98738282		OFFICE SUPPLIES	296.50
			113727917		AGENCY MEMBER FEES	30.00
			113-7485650-2968254		OFFICE SUPPLIES	23.15
			113-7742886-0495405		SIGNS	27.78
			113-7782004-4397863		OFFICE SUPPLIES	41.95
			113-8058490-8561850		SECURITY CAMERA WIRING	225.69
			113-9031408-2961068		OFFICE SUPPLIES	106.78
			113-9593540-8086659		SIGN	15.03
			124478		DAY CAMP SUPPLIES	103.39
			13		IRRIGATION MATERIALS	1,999.42
			137156		FIDO FEST	53.88

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121913	7/23/2019	10001 US BANK	(Continued)			
			137391		FIDO FEST	20.46
			1469912		GENERAL SPECIAL EVENTS	283.40
			15221		EMBROIDERY SERVICES	45.00
			1617		FITNESS EQUIPMENT	1,173.82
			1681-9577-1547-0121		REGISTRATION FEE	15.00
			17876059		FIDO FEST	545.14
			18089149		STAFF UNIFORM APPAREL - HATS I	347.20
			19497		DAY CAMP SUPPLIES	155.14
			195197C		CLASS REGISTRATION	1,850.00
			2		SAFETY SUPPLIES	297.39
			207		LEAGUE OF CA CITIES	550.00
			2158		SANTEE BLUEGRASS FESTIVAL	200.00
			22182		GROUNDS MAINTENANCE	29.07
			223336		EMS SUPPLIES	49.64
			229030-1947		MEMBERSHIP RENEWAL	648.00
			2307		SENIOR PROGRAM OUTING	338.00
			2311059		SMALL TOOLS	24.20
			237215		STAFF UNIFORMS HATS	254.84
			23965828		BUSINESS VISITATION PROGRAM	74.12
			2416		STORM WATER SHIRTS	122.84
			250		SANTEE CHAMBER MEETING	3.58
			2607		FACILITY SUPPLIES	44.26
			266413526		SECURITY DOORS	3,552.00
			2666062180		TOLL ROAD FEE	6.53
			279		LEAGUE OF CA CITEIS	579.44
			285169		OFFICE FURNITURE	214.41
			2933		SPEAKERS FOR SENIOR PROGRAI	475.00
			2968-281399		TRUCK WASH SUPPLIES	68.42
			3050918		MEETING SUPPLIES	10.29
			3158077		FIDO FEST	19.98
			320		TEEN CENTER SUPPLIES	18.51
			322707622-001		OFFICE SUPPLIES	377.02
			328069919-001		EMS FORMS	43.10
			329018352-001		OFFICE SUPPLIES	103.27
			329590303-001		BUSINESS CARDS	61.02
			3413		DAY CAMP SUPPLIES	5.97

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121913	7/23/2019	10001 US BANK	(Continued)			
			380720		FLOOD CONTROL - APPAREL	714.34
			3808042		RECORDED DOC FEE	42.50
			3818-1		PAINT SUPPLIES - PARK TABLE PAI	18.61
			3867		DAY CAMP SUPPLIES	75.10
			400006		MEETING SUPPLIES	12.90
			401342		SPECIAL EVENTS VAN	25.85
			401576		EQUIPMENT SUPPLIES	16.14
			401780		SPECIAL EVENTS	20.46
			403921639		STATION SUPPLIES	717.60
			405519		MEETING SUPPLIES	10.90
			40580		TCCPE GATE SUPPLIES	27.61
			41174		TCCPE GATE SUPPLIES	21.86
			42784		SUPPLIES FOR BLDG 5 REMODEL	309.15
			430		LEAGUE OF CA CITIES	550.00
			432		LEAGUE OF CA CITIES	550.00
			433		LEAGUE OF CA CITIES	550.00
			44055		SUPPLIES - FIDO FEST	22.28
			4484		FLOOD CONTROL SUPPLIES	37.88
			4521746464		SECURITY CAMERAS	2,091.53
			4570465		FIDO FEST	220.00
			4601816		FIDO FEST & SUMMER CONCERTS	500.00
			4607283		SANTEE SUMMER CONCERTS	200.00
			482181		TEEN CENTER SUPPLIES	9.37
			5		VACTOR HARDWARE	65.77
			5013300782		FIRST AID SUPPLIES	224.13
			5013967281		FIRST AID SUPPLIES	18.91
			5031		DAY CAMP SUPPLIES	17.40
			5032070394		BINDING SUPPLIES	89.06
			5313		DAY CAMP SUPPLIES	15.61
			5557		STATION SUPPLIES	537.94
			58160		YMCA LIGHT REPAIRS	30.08
			5857866		SANTEE SUMMER CONCERTS	293.52
			60743		SUPPLIES FOR STRIPING TRUCK	22.56
			60869		SHOP SUPPLIES	168.41
			68498		MISC SMALL TOOLS	192.87
			68773		GRAFFITI REMOVAL SUPPLIES	128.04

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121913	7/23/2019	10001 US BANK	(Continued)			
			7		MARKING CHALK	91.18
			70876		SUPPLIES FOR DUTY TRUCK	54.81
			72718		GENERAL SPECIAL EVENTS	253.49
			7426		DAY CAMP SUPPLIES	125.42
			74490		YARD STOCK - SIDEWALK REPAIRS	97.28
			75348		FORKLIFT OPERATOR TRAINING	795.00
			75387		SCISSOR LIFT TRAINING CLASS	695.00
			7541		TEEN CENTER SUPPLIES	26.76
			77-3		CFED CONFERENCE	77.36
			77474		EMERGENCY VEHICLE REPAIR	297.69
			78202		GROUNDS MAINTENANCE	192.23
			786287359		OFFICE EQUIPMENT	452.53
			786287434		OFFICE EQUIPMENT	226.27
			7871		SPARC LUNCH	60.44
			79374		CONCRETE REPAIR SUPPLIES	13.89
			798		BUILDING FORMS	182.10
			79930		TCCPE GROUNDS MAINT	62.59
			81055		SUPPLIES FOR BLDG 5 REMODEL	374.89
			8227410		SPECIAL EVENTS	282.36
			8379307		GRAFFITI REMOVAL SUPPLIES	111.75
			84382		GRAFFITI ABATEMENT	117.80
			84390		BATTERIES	60.25
			85413		PAINT SUPPLIES	175.31
			8663		DAY CAMP SUPPLIES	51.00
			869		BUILDING ENVELOPES	124.99
			8850		CIP SUPPLIES	223.56
			88777		FIDO FEST SUPPLIES	90.08
			9066691		STORAGE BIN	6.98
			90814443518055194		OFFICE SUPPLIES	207.80
			90844269439631942		COPY SERVICES	14.79
			908-4-8872-758392-19		CODE COMP SUPPLIES	4.57
			909888		PROFESSIONAL MEMBERSHIP	185.00
			92596		MISC SUPPLIES - FIDO FEST	64.61
			929		TEEN CENTER SUPPLIES	48.44
			9320		SENIOR BUS TRANSPORTATION	650.00
			CR12603		CLASS REGISTRATION REFUND	-950.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121913	7/23/2019	10001 US BANK	(Continued) ECVX32ZAM INV0241387 P3N4CKXQ5DC QAH5SC RA290009322:01 USC01960061		DESIGN GUIDELINES TRAINING TRAFFIC SUPPLIES CALPERS TRAINING REGISTRATIO CALPERS TRAINING VEHICLE REPAIR FITNESS EQUIPMENT	40.00 26.94 449.00 331.96 677.33 881.48

Total : 41,767.22

1 Vouchers for bank code : ubgen

Bank total : 41,767.22

1 Vouchers in this report

Total vouchers : 41,767.22

Prepared by: W. Wade Jr  
Date: 7-23-19  
Approved by: W. Wade Jr  
Date: 7-23-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
7193	7/23/2019	10353 PERS	07 19 3		RETIREMENT PAYMENT	107,448.62	
						Total :	107,448.62
1 Vouchers for bank code : ubgen						Bank total :	107,448.62
1 Vouchers in this report						Total vouchers :	107,448.62

Prepared by: Minda J  
Date: 7-26-19  
Approved by: Heather Jennings  
Date: 7-29-19



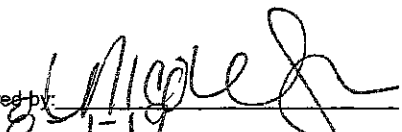
Bank code : ubgen

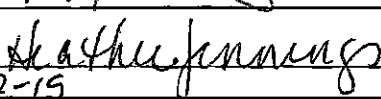
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
607	7/23/2019	10402 BANK OF NEW YORK MELLON	8900606738		CDBG SEC 108 LOAN PYMT	144,942.00
						Total : 144,942.00
1 Vouchers for bank code : ubgen						Bank total : 144,942.00
1 Vouchers in this report						Total vouchers : 144,942.00

Prepared by: Michael J  
Date: 7-26-19  
Approved by: Heather Jennings  
Date: 7-29-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
298386	7/24/2019	13396 CHICAGO TITLE COMPANY	00110456-004-RM1		PARCELA DEPOSIT & COUNTY ADP	2,500.00
					Total :	2,500.00
		1 Vouchers for bank code : ubgen			Bank total :	2,500.00
		1 Vouchers in this report			Total vouchers :	2,500.00

Prepared by:   
Date: 8-1-19

Approved by:   
Date: 8-2-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121914	7/25/2019	13392 A. VIDOVICH CONSTRUCTION CO	GRD1102S		REFUNDABLE DEPOSIT	16,605.81
					<b>Total :</b>	<b>16,605.81</b>
121915	7/25/2019	10010 ALLIANT INSURANCE SERVICES INC	1115789 1115841		SANTEE SALUTES SANTEE SUMMER CONCERTS	2,680.00 6,730.00
					<b>Total :</b>	<b>9,410.00</b>
121916	7/25/2019	11445 AMERICAN MESSAGING	L1072898TG		FD PAGER SERVICE	168.42
					<b>Total :</b>	<b>168.42</b>
121917	7/25/2019	10399 AMERICAN SOCIETY OF COMPOSERS,	192000350773		GENERAL EVENTS	16.00
					<b>Total :</b>	<b>16.00</b>
121918	7/25/2019	12951 BERRY, BONNIE F.	August 1, 2019		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
121919	7/25/2019	11513 BOND, ELLEN	08012019-263		MEADOWBROOK HARDSHIP PROC	50.99
					<b>Total :</b>	<b>50.99</b>
121920	7/25/2019	11160 BROADCAST MUSIC INC	35312003		GENERAL EVENTS	711.00
					<b>Total :</b>	<b>711.00</b>
121921	7/25/2019	10876 CANON SOLUTIONS AMERICA INC	4030000649	52669	PLOTTER MAINT & USAGE	79.98
					<b>Total :</b>	<b>79.98</b>
121922	7/25/2019	11402 CARROLL, JUDI	08012019-96		MEADOWBROOK HARDSHIP PROC	51.11
					<b>Total :</b>	<b>51.11</b>
121923	7/25/2019	11409 CLAYTON, SYLVIA	08012019-340		MEADOWBROOK HARDSHIP PROC	53.49
					<b>Total :</b>	<b>53.49</b>
121924	7/25/2019	12602 COOK, TROY	1	52577	SANTEE BLUEGRASS FESTIVAL	150.00
					<b>Total :</b>	<b>150.00</b>
121925	7/25/2019	10268 COOPER, JACKIE	August 1, 2019		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121926	7/25/2019	10171 COUNTY OF SAN DIEGO AUDITOR &	LC19-74		LAFCO MEMBERSHIP	17,207.44
					<b>Total :</b>	<b>17,207.44</b>
121927	7/25/2019	10333 COX COMMUNICATIONS	038997301 052335901 094486701		CITY HALL EOC 8950 COTTONWOOD AVE CITY HALL GROUP BILL	251.85 169.47 2,890.87
					<b>Total :</b>	<b>3,312.19</b>
121928	7/25/2019	10348 EAST COUNTY	3202019		MEMBERSHIP RENEWAL	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
121929	7/25/2019	12593 ELLISON WILSON ADVOCACY, LLC	2019-07-11	52650	LEGISLATIVE ADVOCACY SERVICE	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
121930	7/25/2019	10058 ETS PRODUCTIONS INC	12321	52556	SANTEE SUMMER CONCERTS	4,309.20
					<b>Total :</b>	<b>4,309.20</b>
121931	7/25/2019	10368 FIREWORKS & STAGE FX AMERICA	19278	52557	2019 FIREWORKS	11,750.00
					<b>Total :</b>	<b>11,750.00</b>
121932	7/25/2019	12989 FITZGERALD, STEPHANIE	Ref000057921		DUPLICATE APPLICATION REFUND	85.00
					<b>Total :</b>	<b>85.00</b>
121933	7/25/2019	13374 GRANICUS LLC	114811		SOFTWARE	11,025.00
					<b>Total :</b>	<b>11,025.00</b>
121934	7/25/2019	10256 HOME DEPOT CREDIT SERVICES	1152908 9152930	52597 52597	VEHICLE SUPPLIES VEHICLE SUPPLIES	9.96 2.55
					<b>Total :</b>	<b>12.51</b>
121935	7/25/2019	12047 JOHNSON, SCOTT	792849		QSD/QSP LICENSE RENEWAL	95.00
					<b>Total :</b>	<b>95.00</b>
121936	7/25/2019	11292 LIEBERT CASSIDY WHITMORE	06102019		ERC MEMBERSHIP	900.00
					<b>Total :</b>	<b>900.00</b>
121937	7/25/2019	13303 LOZANO, PHILIP M.	1718	52606	SANTEE SUMMER CONCERTS	925.00

Voucher List  
CITY OF SANTEE

Bank code : ubgen

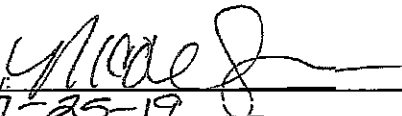
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121937	7/25/2019	13303 13303 LOZANO, PHILIP M.	(Continued)		<b>Total :</b>	<b>925.00</b>
121938	7/25/2019	10336 PADRE DAM MUNICIPAL WATER DIST	217005		2" RECYCLED WATER METER - MA.	1,850.00
					<b>Total :</b>	<b>1,850.00</b>
121939	7/25/2019	10344 PADRE DAM MUNICIPAL WATER DIST	21105559		9170 VIA DE CRISTINA	242.18
			24206565		10580 PROSPECT AVE	140.85
			24206698		10541 PROSPECT AVE	376.17
			24218157		10054 PROSPECT AVE	35.19
			24218344		10027 PROSPECT AVE	47.81
			90000366		GROUP BILL	37,092.12
			90000367		GROUP BILL	21,631.87
					<b>Total :</b>	<b>59,566.19</b>
121940	7/25/2019	11442 PATTERSON, LUANNE	08012019-225		MEADOWBROOK HARDSHIP PROC	49.31
					<b>Total :</b>	<b>49.31</b>
121941	7/25/2019	13114 RAISING CANES CHICKEN FINGERS	GRD1268A		REFUNDABLE DEPOSIT	3,238.36
					<b>Total :</b>	<b>3,238.36</b>
121942	7/25/2019	12237 RAYON, KYLE	August 1, 2019		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
121943	7/25/2019	11583 RMVERSAGE ENTERTAINMENT	2279	52619	SANTEE SUMMER CONCERTS	1,250.00
					<b>Total :</b>	<b>1,250.00</b>
121944	7/25/2019	12256 ROE, DARLENE	08012019-318		MEADOWBROOK HARDSHIP PROC	51.83
					<b>Total :</b>	<b>51.83</b>
121945	7/25/2019	10109 SAN DIEGO COUNTY FIRE CHIEFS'	070119 JG		ANNUAL MEMBERSHIP DUES	100.00
			07012019 CW		ANNUAL MEMBERSHIP DUES	50.00
			07012019 JH		ANNUAL MEMBERSHIP DUES	50.00
			07012019 JM		ANNUAL MEMBERSHIP DUES	50.00
			07012019 KM		ANNUAL MEMBERSHIP DUES	50.00
			07012019 TS		ANNUAL MEMBERSHIP DUES	50.00
					<b>Total :</b>	<b>350.00</b>
121946	7/25/2019	10109 SAN DIEGO COUNTY FIRE CHIEFS'	1025		ANNUAL MEMBERSHIP DUES	30.00

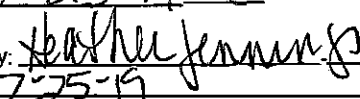
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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121947	7/25/2019	10570 SAN DIEGO COUNTY TRAINING	1025		ANNUAL MEMBERSHIP DUES	50.00
						Total : 50.00
121948	7/25/2019	11557 INTERNATIONAL PUBLIC MGMT	INV-45859-Z3K7F4		ANNUAL MEMBERSHIP	149.00
						Total : 149.00
121949	7/25/2019	13171 SC COMMERCIAL, LLC	0687193-IN	52644	DELIVERED FUEL	547.97
						Total : 547.97
121950	7/25/2019	11145 SESAC INC	10302376		GENERAL EVENTS	875.00
						Total : 875.00
121951	7/25/2019	11403 ST. JOHN, LYNNE	08012019-78		MEADOWBROOK HARDSHIP PROG	51.21
						Total : 51.21
121952	7/25/2019	12101 WALKO, THOMAS F	8807	52636	SANTEE SUMMER CONCERTS	550.00
						Total : 550.00
121953	7/25/2019	10537 WETMORES	63096910	52638	VEHICLE REPAIR PART	10.72
						Total : 10.72
121954	7/25/2019	12930 WILLIAMS, ROCHELLE M.	August 1, 2019		RETIREE HEALTH PAYMENT	91.00
						Total : 91.00
121955	7/25/2019	12641 WITTORFF, VICKY DENISE	August 1, 2019		RETIREE HEALTH PAYMENT	31.00
						Total : 31.00
121956	7/25/2019	10850 CCH INCORPORATED	5410650571		PAYROLL MGRS LTR SUBSCRIP	624.00
						Total : 624.00
121957	7/25/2019	10318 ZOLL MEDICAL CORPORATION	90035638	52649	EXTENDED WARRANTY	5,180.00
						Total : 5,180.00
44 Vouchers for bank code : ubgen						Bank total : 156,236.73
44 Vouchers in this report						Total vouchers : 156,236.73

Bank code : ubgen


<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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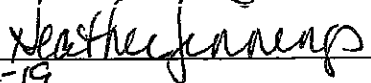
Prepared by:   
Date: 7-25-19

Approved by:   
Date: 7-25-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
620	7/25/2019	10401 US BANK TRUST	1437898		DEBT SVC TARB 2016A	868,290.64	
						Total :	868,290.64
1 Vouchers for bank code : ubgen						Bank total :	868,290.64
1 Vouchers in this report						Total vouchers :	868,290.64

Prepared by:   
Date: 8-1-19

Approved by:   
Date: 8-2-19



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121958	7/25/2019	10168 ALBERT A WEBB ASSOCIATES	192098	52485	ROADWAY LIGHTING DIST TIA	7,443.50
<b>Total :</b>						<b>7,443.50</b>
121959	7/25/2019	12083 ANIMAL PEST MANAGEMENT	13971	52297	PEST CONTROL SERVICES	95.00
			13972	52297	PEST CONTROL SERVICES	95.00
			568688	52297	PEST CONTROL SERVICES	627.04
			568689	52297	PEST CONTROL SERVICES	627.04
			582580	52297	PEST CONTROL SERVICES	45.00
			582581	52297	PEST CONTROL SERVICES	45.00
			587523	52297	PEST CONTROL SERVICES	123.36
			589163	52297	PEST CONTROL SERVICES	123.36
			590159	52297	PEST CONTROL SERVICES	123.36
			590160	52297	PEST CONTROL SERVICES	75.00
			590161	52297	PEST CONTROL SERVICES	245.00
			590162	52297	PEST CONTROL SERVICES	246.72
			590163	52297	PEST CONTROL SERVICES	123.36
			590164	52297	PEST CONTROL SERVICES	55.00
			590283	52297	PEST CONTROL SERVICES	75.00
			590404	52297	PEST CONTROL SERVICES	149.06
			590419	52297	PEST CONTROL SERVICES	75.00
			590420	52297	PEST CONTROL SERVICES	123.36
			590926	52297	PEST CONTROL SERVICES	123.36
<b>Total :</b>						<b>3,195.02</b>
121960	7/25/2019	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS JUNE 2019		LEGAL SVCS JUNE 2019	63,422.45
<b>Total :</b>						<b>63,422.45</b>
121961	7/25/2019	10021 BOUND TREE MEDICAL LLC	63060659	52163	EMS SUPPLIES	104.69
			83258973	52163	EMS SUPPLIES	49.56
			83258974	52163	EMS SUPPLIES	61.95
			83258975	52163	EMS SUPPLIES	4.42
<b>Total :</b>						<b>220.62</b>
121962	7/25/2019	10569 CHARLENE'S DANCE N CHEER	62019		INSTRUCTOR PAYMENT	6,213.60
<b>Total :</b>						<b>6,213.60</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121963	7/25/2019	10223 CHRISTIAN WHEELER ENGINEERING	48288	51725	GEOTECHNICAL REVIEW	280.00
					<b>Total :</b>	<b>280.00</b>
121964	7/25/2019	10032 CINTAS CORPORATION #694	4024235905	52207	STATION SUPPLIES	31.40
					<b>Total :</b>	<b>31.40</b>
121965	7/25/2019	11617 CITY OF CHULA VISTA	1388	52547	COMMUNITY CHOICE AGGREGATIC	13,294.81
					<b>Total :</b>	<b>13,294.81</b>
121966	7/25/2019	10979 CITY OF LA MESA	21110		LIVESCAN FINGERPRINTING	40.00
					<b>Total :</b>	<b>40.00</b>
121967	7/25/2019	12153 CORODATA RECORDS	RS4509505	52299	DOCUMENT RETRIEVAL/STORAGE	478.76
					<b>Total :</b>	<b>478.76</b>
121968	7/25/2019	11862 CORODATA SHREDDING INC	DN 1233128	52241	SECURE DESTRUCTION SERVICES	39.87
					<b>Total :</b>	<b>39.87</b>
121969	7/25/2019	10358 COUNTY OF SAN DIEGO	19CTOFSASN12	52168	800 MHZ RADIO ACCESS CHARGE	1,624.50
					<b>Total :</b>	<b>1,624.50</b>
121970	7/25/2019	10608 CRISIS HOUSE	404	52368	CDBG SUBRECIPIENT	460.17
					<b>Total :</b>	<b>460.17</b>
121971	7/25/2019	10043 D & D SERVICES INC	92550	52277	DEAD ANIMAL REMOVAL SERVICE	1,482.89
					<b>Total :</b>	<b>1,482.89</b>
121972	7/25/2019	12655 DELL MARKETING LP	10322360418	52544	PSD LAPTOP	1,173.20
					<b>Total :</b>	<b>1,173.20</b>
121973	7/25/2019	11295 DOKKEN ENGINEERING	35175	52440	MAST PARK IMPROVEMENTS	4,549.04
					<b>Total :</b>	<b>4,549.04</b>
121974	7/25/2019	12970 DUDEK	20194386	52074	WALKER PRESERVE	103.34
					<b>Total :</b>	<b>103.34</b>
121975	7/25/2019	10054 ELDERHELP OF SAN DIEGO	06302019	52371	CDBG SUBRECIPIENT	815.00
					<b>Total :</b>	<b>815.00</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121976	7/25/2019	10057 ESGIL CORPORATION	062019		SHARE OF FEES	137,877.32
					Total :	137,877.32
121977	7/25/2019	10196 FIRE PREVENTION SERVICES INC	06302019		WEED ABATEMENT SERVICES	814.10
					Total :	814.10
121978	7/25/2019	12760 FOCUS PSYCHOLOGICAL	SANTEE2019-6	52281	COUNSELING SERVICES	700.00
					Total :	700.00
121979	7/25/2019	12638 GEORGE HILLS COMPANY, INC.	INV1015655	52411	LIABILITY CLAIMS ADMINISTRATIOI	1,439.25
					Total :	1,439.25
121980	7/25/2019	13378 GROSSMAN PSYCHOLOGICAL	06212019		EMPLOYEE EVALUATION	925.00
					Total :	925.00
121981	7/25/2019	11196 HD SUPPLY FACILITIES	9172746560	52138	STATION SUPPLIES	1,258.94
					Total :	1,258.94
121982	7/25/2019	12499 JACOBS TELECOMMUNICATIONS	CUP1703A		REFUNDABLE DEPOSIT	7,905.43
					Total :	7,905.43
121983	7/25/2019	13390 HIEU T LE	Ref000057922		DUPLICATE APPLICATION REFUND	85.00
					Total :	85.00
121984	7/25/2019	13363 LESAR DEVELOPMENT CONSULTANTS	ST-1	52554	2020-24 CONSOLIDATED PLAN	3,255.50
					Total :	3,255.50
121985	7/25/2019	12677 LIONHEART FENCING ACADEMY INC	8525 8925		INSTRUCTOR PAYMENT	416.00
					INSTRUCTOR PAYMENT	140.00
					Total :	556.00
121986	7/25/2019	10078 LUTHERAN SOCIAL SVCS OF SO CAL	LSS2018/2019 Q4	52372	CDBG SUBRECIPIENT	815.00
					Total :	815.00
121987	7/25/2019	11947 MCCAIN INC	INV0241568	52541	AUDIBLE PEDESTRIAN PUSH BUTT	47,621.19
					Total :	47,621.19
121988	7/25/2019	10306 MOTOROLA SOLUTIONS INC	16058830	52511	RADIO CHARGERS	2,940.77

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
121988	7/25/2019	10306 MOTOROLA SOLUTIONS INC	(Continued) 16058831	52513	RADIO EQUIPMENT	1,914.55
					Total :	4,855.32
121989	7/25/2019	13369 NATIONWIDE MEDICAL	1046882		EMS SUPPLIES	593.42
					Total :	593.42
121990	7/25/2019	10308 O'REILLY AUTO PARTS	2968-285529	52148	VEHICLE REPAIR PART	5.65
					Total :	5.65
121991	7/25/2019	10344 PADRE DAM MUNICIPAL WATER DIST	24200193 29700016		10307 MISSION GORGE RD CONSTRUCTION METER	747.41 216.05
					Total :	963.46
121992	7/25/2019	10442 PAYCO SPECIALTIES	1768-06-2019	52269	STREET STRIPING MAINTENANCE	54,783.59
					Total :	54,783.59
121993	7/25/2019	11888 PENSKE FORD	99666 99666	52149 52149 52149	VEHICLE SERVICE VEHICLE REPAIR	54.68 54.68
					Total :	109.36
121994	7/25/2019	10092 PHOENIX GROUP INFO SYSTEMS	022019031 032019031 042019031 052018031 052019031 062019031 092018031 102017031 112018031	52322 52322 52322 52322 52322 52322 52322 52322 52322	PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS PARKING CITE PROCESS SVCS	927.65 735.05 580.55 184.30 710.30 369.80 410.75 293.30 377.05
					Total :	4,588.75
121995	7/25/2019	10101 PROFESSIONAL MEDICAL SUPPLY	B006455 B006456	52237 52237	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS	80.60 62.00
					Total :	142.60
121996	7/25/2019	12828 RICK ENGINEERING COMPANY	18100(16)	51964	AS NEEDED ENGINEERING SVCS	8,166.61

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
121996	7/25/2019	12828	12828 RICK ENGINEERING COMPANY (Continued)			Total : 8,166.61	
121997	7/25/2019	13391	CHASSER, ROBERT	Ref000057923	LICENSE TYPE REFUND	39.00	
						Total : 39.00	
121998	7/25/2019	10606	S.D. COUNTY SHERIFF'S DEPT.	SHERIFF MAY 2019	LAW ENFORCEMENT MAY 2019	1,197,277.71	
						Total : 1,197,277.71	
121999	7/25/2019	10107	SANTEE MINISTERIAL COUNCIL	2018-19 Q4	52376	CDBG SUBRECIPIENT	3,539.34
						Total : 3,539.34	
122000	7/25/2019	10768	SANTEE SCHOOL DISTRICT	8371	52223	CHET HARRITT FIELD LIGHTS	987.75
						Total : 987.75	
122001	7/25/2019	10768	SANTEE SCHOOL DISTRICT	2003784.001		REFUND OF RENTAL DEPOSIT	500.00
						Total : 500.00	
122002	7/25/2019	13171	SC COMMERCIAL, LLC	0686157-IN CL21211	52538 52412	DELIVERED FUEL FLEET CARD FUELING	252.73 1,540.74
						Total : 1,793.47	
122003	7/25/2019	10585	SHARP REES-STEALY MEDICAL	333212922 333833535 333833536 333856449 333856512 333856513 333856514 333856515 333859046 333859047 333886896		TB TEST MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES	48.00 54.00 341.00 341.00 54.00 30.00 37.00 341.00 37.00 341.00 37.00
						Total : 1,661.00	
122004	7/25/2019	10250	THE EAST COUNTY	00083682		NOTICE OF PUBLICATION - MND	612.50
						Total : 612.50	
122005	7/25/2019	10520	TRAFFIC SAFETY MATERIALS LLC	8184	52288	TRAFFIC SIGNS & HARDWARE	1,260.74

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122005	7/25/2019	10520	10520 TRAFFIC SAFETY MATERIALS LLC (Continued)			Total : 1,260.74
122006	7/25/2019	10482	TRISTAR RISK MANAGEMENT	52456	FY 18/19 W/C CLAIM SERVICES	6,789.25
			96879	52456	FY 18/19 W/C CLAIM SERVICES	6,789.25
					Total :	13,578.50
122007	7/25/2019	10133	UNDERGROUND SERVICE ALERT	52274	DIG ALERT SERVICES - STATE FEE	96.33
			18dsbfee3556	52274	DIG ALERT SERVICES	191.50
			620190686		Total :	287.83
122008	7/25/2019	10550	UNIFORMS PLUS INC	50200	CLASS A UNIFORM UPDATE	149.22
					Total :	149.22
122009	7/25/2019	10879	WHITAKER BROTHERS BUSINESS	SRV094783	EQUIPMENT REPAIR	240.00
					Total :	240.00
122010	7/25/2019	10317	WM HEALTHCARE SOLUTIONS INC	52152	BIOMEDICAL WASTE DISPOSAL	93.42
			0448244-24793-2	52152	BIOMEDICAL WASTE DISPOSAL	93.32
			0448245-2793-6		Total :	186.74
122011	7/25/2019	10232	XEROX CORPORATION	52231	COPY CHARGES & LEASE	308.85
			097388785	52232	COPY CHARGES & LEASE	318.10
			097388786	52350	COPY CHARGES & LEASE	356.56
			097388787		Total :	983.51

54 Vouchers for bank code : ubgen

Bank total : 1,605,426.97

54 Vouchers in this report

Total vouchers : 1,605,426.97

Prepared by: 

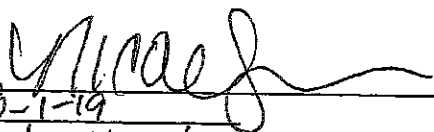
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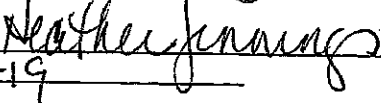
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Bank code : ubgen

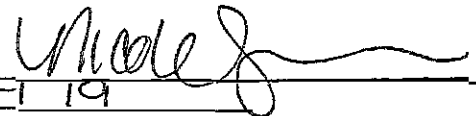
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618	7/26/2019	10401 US BANK TRUST	1437899		DEBT SVC TARB 2016B	788,440.41	
						<b>Total :</b>	<b>788,440.41</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>788,440.41</b>
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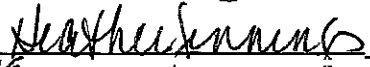
Prepared by:   
Date: 8-1-19

Approved by:   
Date: 8-2-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139219	7/30/2019	10429 CALPERS	100000015711042		UNFUNDED LIABILITY MISC 1392	1,028,799.00
					<b>Total :</b>	<b>1,028,799.00</b>
139319	7/30/2019	10429 CALPERS	100000015711052		UNFUNDED LIABILITY SAFETY PLA	1,557,356.00
					<b>Total :</b>	<b>1,557,356.00</b>
2203419	7/30/2019	10429 CALPERS	100000015711063		UNFUNDED LIABILITY SAFETY PLA	579.00
					<b>Total :</b>	<b>579.00</b>
2203519	7/30/2019	10429 CALPERS	100000015711073		UNFUNDED LIABILITY MISC PLAN 2	771.00
					<b>Total :</b>	<b>771.00</b>
2563019	7/30/2019	10429 CALPERS	100000015711083		UNFUNDED LIABILITY SAFETY PLA	1,831.00
					<b>Total :</b>	<b>1,831.00</b>
2695519	7/30/2019	10429 CALPERS	100000015711101		UNFUNDED LIABILITY MISC PLAN 2	4,675.00
					<b>Total :</b>	<b>4,675.00</b>
6 Vouchers for bank code : ubgen						<b>Bank total : 2,594,011.00</b>
6 Vouchers in this report						<b>Total vouchers : 2,594,011.00</b>

Prepared by:   
 Date: 8-1-19

Approved by:   
 Date: 8-2-19


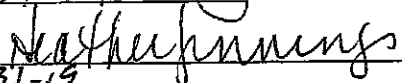


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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122012	7/31/2019	10478 CALIFORNIA DEPARTMENT OF	APR - JUNE 2019		SALES/USE TAX APR - JUNE 2019	1,402.00
					<b>Total :</b>	<b>1,402.00</b>
122013	7/31/2019	11168 CTE INC CLARK TELECOM AND	2146	52263	DIG ALERT MARK-OUTS	776.00
			2147	52263	STREET LIGHT REPAIRS	212.50
			2166	52263	STREET LIGHT KNOCK DOWN REP	3,117.53
			2167	52263	STREET LIGHT KNOCK DOWN REP	1,542.75
			2193	52263	STREET LIGHT KNOCK DOWN REP	2,000.73
					<b>Total :</b>	<b>7,649.51</b>
122014	7/31/2019	11295 DOKKEN ENGINEERING	35176	52440	WOODSIDE ROUNDABOUT	31,856.70
					<b>Total :</b>	<b>31,856.70</b>
122015	7/31/2019	10490 HARRIS & ASSOCIATES INC	41804	51326	FANITA RANCH EIR	16,797.90
					<b>Total :</b>	<b>16,797.90</b>
122016	7/31/2019	12718 LSAASSOCIATES INC	166671	51879	SUSTAINABILITY PROJECT	5,695.00
					<b>Total :</b>	<b>5,695.00</b>
122017	7/31/2019	12828 RICK ENGINEERING COMPANY	18100(11)	51964	AS NEEDED ENGINEERING SERVIC	1,923.65
					<b>Total :</b>	<b>1,923.65</b>
122018	7/31/2019	12938 SELECT ELECTRIC INC	3393-18	52272	TRAFFIC SIGNAL MAINTENANCE	15,103.15
					<b>Total :</b>	<b>15,103.15</b>
122019	7/31/2019	13206 SHARP BUSINESS SYSTEMS	9002086278	52429	COPY USAGE	4.85
					<b>Total :</b>	<b>4.85</b>
122020	7/31/2019	10027 STATE OF CALIFORNIA	389562		FINGERPRINT COSTS	320.00
					<b>Total :</b>	<b>320.00</b>
122021	7/31/2019	10692 UNITED PARCEL SERVICE	000006150X299		SHIPPING CHARGES	8.80
					<b>Total :</b>	<b>8.80</b>
122022	7/31/2019	10232 XEROX CORPORATION	097388784	52275	COPY CHARGES & LEASE	220.38
					<b>Total :</b>	<b>220.38</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11		Vouchers for bank code : ubgen			Bank total :	80,981.94
11		Vouchers in this report			Total vouchers :	80,981.94

Prepared by:   
Date: 7-31-19  
Approved by:   
Date: 7-31-19

Bank code : ubgen

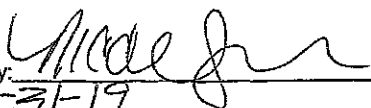
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122023	7/31/2019	10006 AMERICAN PLANNING ASSOCIATION	190356-190707		MEMBERSHIP RENEWAL	343.00
<b>Total :</b>						<b>343.00</b>
122024	7/31/2019	13292 BORDER TIRE	8004177		TIRE REPAIR	107.88
<b>Total :</b>						<b>107.88</b>
122025	7/31/2019	10299 CARQUEST AUTO PARTS	11102-487051	52574	VEHICLE REPAIR SUPPLIES	31.87
<b>Total :</b>						<b>31.87</b>
122026	7/31/2019	11173 CITY OF SAN DIEGO	1000263091		AED SERVICE AGREEMENT	275.00
<b>Total :</b>						<b>275.00</b>
122027	7/31/2019	10333 COX COMMUNICATIONS	063453006 064114701 066401501 112256001		9534 VIA ZAPADOR 8115 ARLETTE ST 10601 N MAGNOLIA AVE 9130 CARLTON OAKS DR	199.14 195.30 34.67 89.76
<b>Total :</b>						<b>518.87</b>
122028	7/31/2019	12251 CSAC EXCESS INSURANCE	20300084 20400318 20400428 20400550 20400716 20500082		GENERAL LIABILITY 1 PROGRAM OPTIONAL EXCESS LIABILITY MASTER CRIME PROGRAM INSUR/ CYBER LIABILITY PROGRAM POLLUTION LIABILITY PROPERTY INSURANCE PROGRAM	266,114.00 20,278.00 3,551.00 1,600.00 2,832.00 79,619.00
<b>Total :</b>						<b>373,994.00</b>
122029	7/31/2019	10449 DAY WIRELESS SYSTEMS	242502-02	52583	SANTEE SALUTES	301.70
<b>Total :</b>						<b>301.70</b>
122030	7/31/2019	10256 HOME DEPOT CREDIT SERVICES	2152991 9153036	52597 52597	EQUIPMENT SUPPLIES STATION SUPPLIES	3.20 20.44
<b>Total :</b>						<b>23.64</b>
122031	7/31/2019	10357 LAWCX	LAWCX 2020-0028		EXCESS WORKERS COMM PREM	161,542.00
<b>Total :</b>						<b>161,542.00</b>
122032	7/31/2019	12451 MOBILE GRAPHICS & DESIGN	2019701	52607	BANNER INSTALL & REMOVAL	765.00


Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
122032	7/31/2019	12451	12451 MOBILE GRAPHICS & DESIGN		(Continued)	Total : 765.00	
122033	7/31/2019	11888	PENSKE FORD	10255133	52616	VEHICLE SUPPLIES	175.44
						Total : 175.44	
122034	7/31/2019	10446	PLAY WELL TEKNOLOGIES	DB18064		INSTRUCTOR PAYMENT	2,200.00
						Total : 2,200.00	
122035	7/31/2019	11583	RIVERSAGE ENTERTAINMENT	92065	52619	SANTEE SUMMER CONCERTS	1,250.00
						Total : 1,250.00	
122036	7/31/2019	10407	SAN DIEGO GAS & ELECTRIC	0422 970 321 8		STREET LIGHTS	32,218.70
				2237 358 004 2		TRAFFIC SIGNALS	4,758.88
				3422 380 562 8		ROW / MEDIANS	222.97
				4394 020 550 9		LMD	5,762.83
				7990 068 577 7		PARKS	16,028.84
				8509 742 169 4		CITY HALL GROUP BILL	9,000.13
						Total : 67,992.35	
122037	7/31/2019	13171	SC COMMERCIAL, LLC	0688175-IN	52644	DELIVERED FUEL	261.19
				0688948-IN	52644	DELIVERED FUEL	426.88
				CL21935	52643	FLEET CARD FUELING	1,434.89
						Total : 2,122.96	
122038	7/31/2019	13397	SUNPOWER CORPORATION SYSTEMS	19STE-PV00398		PERMIT REFUND	249.45
						Total : 249.45	
122039	7/31/2019	10250	THE EAST COUNTY	00084058		NOTICE OF PUBLICATION - 2ND	360.50
						Total : 360.50	
122040	7/31/2019	10475	VERIZON WIRELESS	9833844522		CELL PHONE SERVICE	1,256.99
						Total : 1,256.99	
122041	7/31/2019	10537	WETMORES	63097258	52638	VEHICLE SUPPLIES	75.32
						Total : 75.32	
19 Vouchers for bank code : ubgen						Bank total :	613,585.97

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
19	Vouchers in this report					Total vouchers :	613,585.97

Prepared by:   
Date: 7-31-19


Approved by:   
Date: 7-31-19

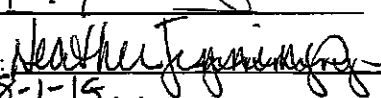
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122042	8/1/2019	12724 AMERICAN FIDELITY ASSURANCE	D039776		VOLUNTARY EMPLOYEE BENEFITS	4,438.28
					<b>Total :</b>	<b>4,438.28</b>
122043	8/1/2019	12903 AMERICAN FIDELITY ASSURANCE CO	2044632		FLEXIBLE SPENDING ACCOUNT	2,845.78
					<b>Total :</b>	<b>2,845.78</b>
122044	8/1/2019	10208 ANTHEM EAP	77661		EMPLOYEE ASSISTANCE PROGRAM	275.28
					<b>Total :</b>	<b>275.28</b>
122045	8/1/2019	10334 CHLIC	2509100		HEALTH/DENTAL INSURANCE	187,703.25
					<b>Total :</b>	<b>187,703.25</b>
122046	8/1/2019	10844 FRANCHISE TAX BOARD	PPE 07/24/19		WITHHOLDING ORDER	25.00
					<b>Total :</b>	<b>25.00</b>
122047	8/1/2019	10785 RELIANCE STANDARD LIFE	August 2019		VOLUNTARY LIFE INSURANCE	645.98
					<b>Total :</b>	<b>645.98</b>
122048	8/1/2019	10424 SANTEE FIREFIGHTERS	PPE 07/24/19		DUES/PEC/BENEVOLENT/BC EXP	2,734.20
					<b>Total :</b>	<b>2,734.20</b>
122049	8/1/2019	10776 STATE OF CALIFORNIA	PPE 07/24/19		WITHHOLDING ORDER	308.30
					<b>Total :</b>	<b>308.30</b>
122050	8/1/2019	10001 US BANK	PPE 07/24/19		PARS RETIREMENT	1,656.84
					<b>Total :</b>	<b>1,656.84</b>
122051	8/1/2019	10959 VANTAGE TRANSFER AGENT/457	PPE 07/24/19		ICMA - 457	29,919.16
					<b>Total :</b>	<b>29,919.16</b>
122052	8/1/2019	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 07/24/19		RETIREMENT HSA	3,784.15
					<b>Total :</b>	<b>3,784.15</b>
<b>11 Vouchers for bank code : ubgen</b>						<b>Bank total : 234,336.22</b>
<b>11 Vouchers in this report</b>						<b>Total vouchers : 234,336.22</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Prepared by:   
Date: 8-1-19

Approved by:   
Date: 8-1-19

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

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S CALIFORNIA IDENTIFICATION SYSTEM (CAL-ID) REMOTE ACCESS NETWORK FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2024

**DIRECTOR/DEPARTMENT** Kathy Valverde, Assistant to the City Manager *KV*

**SUMMARY**

The California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints and photos. This system is known as the California Identification System (CAL-ID). Remote access is available for local law enforcement agencies through a statewide network of equipment and procedures. The San Diego County Sheriff's Department is the City's proprietary agency for accessing and utilizing this system.

The City of Santee has participated in the CAL-ID program through a user agreement with the Sheriff's Department since 1985, and it remains an integral part of the City's overall law enforcement efforts. Annual operating costs for the program are shared by cities in the County and are based on a percentage of the City's population in combination with the City's percentage of FBI crimes. CAL-ID services and costs are not included as part of the City's general law enforcement contract with the Sheriff's Department, but are budgeted separately within the law enforcement budget.

The term of the Agreement is five years, effective July 1, 2019 through June 30, 2024, with an option to terminate if necessary with one-year advance written notice.

**FINANCIAL STATEMENT** *no*

The Fiscal Year 2019-20 cost for participation in the CAL-ID program is \$11,585. Funds are available and have been appropriated as part of the adopted Fiscal Year 2019-20 Operating Budget. Costs are adjusted annually and have not fluctuated significantly from year to year.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Authorize the City Manager to execute the five-year CAL-ID Agreement with the San Diego County Sheriff's Department for the period July 1, 2019 through June 30, 2024.

**ATTACHMENTS**

Cal-ID Agreement



**AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S  
CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK**

THIS AGREEMENT ("Agreement") is made and entered into this first day of July, 2019, by and between the County of San Diego, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and the City of Santee, a municipal corporation, hereinafter referred to as the "CITY."

**RECITALS**

- A. The state of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, said system being known as the California Identification System and Cal-Photo, and hereinafter referred to as "CAL-ID."
- B. The California Penal Code, Section 11112.1 et seq. provides for the establishment of a Remote Access Network ("RAN"), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to CAL-ID.
- C. The San Diego County Sheriff's Department, hereinafter referred to as "SHERIFF," is the COUNTY'S proprietary agency for San Diego County's California Identification System/Remote Access Network, hereinafter referred to as "CAL-ID/RAN."
- D. The COUNTY's CAL-ID/RAN is governed by the COUNTY's Local CAL-ID/RAN BOARD, established pursuant to Section 11112.4 of the California Penal Code, and hereinafter referred to as the "RAN BOARD."
- E. CAL-ID/RAN provides tenprint, latent fingerprint, latent palm print, and photo identifications through the use of Local Input Terminals, hereinafter referred to as "LIT's."
- F. The CITY desires to participate in CAL-ID/RAN.

NOW, THEREFORE, the parties hereto agree that the COUNTY shall provide CAL-ID/RAN services for the CITY through the SHERIFF's LIT site, subject to the following terms and conditions.

**1. SCOPE OF SERVICE**

SHERIFF shall provide CAL-ID/RAN services for the CITY, including all tenprint, fingerprint, palm print, and photo inquiries.

**2. CALCULATION AND PAYMENT OF CAL-ID OPERATIONAL COSTS**

- 2.1. Ongoing CAL-ID Operational Costs shall include those costs needed to maintain the CAL-ID Program. This includes but is not limited to:
  - 2.1.1. Support personnel costs.
  - 2.1.2. Equipment costs.
  - 2.1.3. Equipment maintenance.
  - 2.1.4. Vehicle costs.
  - 2.1.5. Information technology telecommunication maintenance.
  - 2.1.6. Services and supplies.
  - 2.1.7. Overhead.
  - 2.1.8. The cost for replacing the equipment amortized over ten years.
  - 2.1.9. Funding for system enhancements authorized by the RAN BOARD.
  - 2.1.10. Other costs necessary for the operation for CAL-ID as authorized by the RAN BOARD.
- 2.2. The COUNTY will adjust the CAL-ID Operational Costs annually.
- 2.3. The COUNTY may make a General Fund Contribution to offset CAL-ID Operational Costs.
- 2.4. The RAN BOARD may authorize the transfer of funds from the Sheriff's Fingerprint ID Trust Fund to offset Trust Fund-qualified CAL-ID Operational Costs.
- 2.5. Annual CAL-ID Operational Cost minus any Sheriff's Fingerprint ID Trust Fund contributions and any COUNTY General Fund contributions equals the annual net CAL-ID Operational Costs.

### **3. CITY COST**

The CITY shall reimburse the COUNTY for its proportional share of the annual net CAL-ID Operational Costs associated with CAL-ID/RAN, based upon the following formula:

- 3.1. The CITY'S CAL-ID Cost Allocation Percentage is the mean of the CITY'S percentage of total county population and the CITY'S percentage of Number of FBI Crimes.
  - 3.1.1. The CITY'S percentage of total County population shall be based on the San Diego Association of Governments (SANDAG) most recent issue of "Population by Jurisdiction," contained in SANDAG "Thirty Years of Crime in the San Diego Region" report, which is published annually.
  - 3.1.2. The CITY'S percentage of Number of FBI Crimes shall be based on SANDAG's most recent issue of "Number of FBI Index Crimes by Jurisdiction," contained in "Thirty Years of Crime in the San Diego Region" report, which is published annually.

- 3.2. This percentage shall be adjusted annually using the most recent SANDAG data. The data for the first year of this Agreement has been set forth as Attachment A hereto.
- 3.3. The CITY agrees to the use of SANDAG "Thirty Years of Crime in the San Diego Region" report's "Population by Jurisdiction" and "Number of FBI Index Crimes by Jurisdiction" numbers as mentioned above in sections 3.1.1 and 3.1.2.
- 3.4. The CITY'S annual CAL-ID costs equals the annual net CAL-ID Operational Costs times the CITY'S CAL-ID Cost Allocation Percentage.
- 3.5. The CITY'S estimated CAL-ID costs for the first year of this Agreement are calculated on Attachment B, which is hereby made a part of this Agreement.
- 3.6. The Sheriff of the County of San Diego may, on behalf of the COUNTY, annually revise the CITY'S estimated CAL-ID costs (Attachment B), based on the most recent SANDAG population and FBI Crime Statistics in accordance with Section 3.1 and current CAL-ID Operational Costs specified in 2.1 above. Such estimate, when approved by the CITY and the Sheriff, acting on behalf of the COUNTY, shall be made a part of this Agreement as Attachment B.
- 3.7. The CITY shall be billed semi-annually based on its proportional share of the estimated ongoing net CAL-ID Operational Costs and shall pay the COUNTY for the aforementioned costs within thirty days from the date of the invoice for such costs.
- 3.8. Actual ongoing costs shall be calculated at the end of each fiscal year. Any overages or shortages based on actual costs will be transferred to or from the Sheriff's Fingerprint ID Trust Fund.
- 3.9. The COUNTY shall maintain a separate accountability for purposes of the Sheriff's Fingerprint ID Trust Fund and shall provide a financial report at the end of each fiscal year to the State of California.

#### **4. SYSTEM OPERATING POLICIES AND PROCEDURES**

- 4.1. The primary purpose of CAL-ID/RAN shall be to serve all law enforcement agencies in San Diego County.
- 4.2. The RAN BOARD may add or remove law enforcement agencies from CAL-ID/RAN.
- 4.3. Participating CITIES, and the COUNTY, shall abide by all State and Federal statutes, as well as all policies adopted by the COUNTY, the State of California, or the Local RAN Board concerning the security, privacy, and dissemination of

any and all tenprint, fingerprint, palm print, and photo identification data contained in CAL-ID/RAN.

- 4.4. The COUNTY, in its discretion, may enter into one or more agreements (“Vendor Contracts”) with third-party providers of hardware and software to obtain CAL-ID services for the COUNTY, and to provide such services to the CITY pursuant to this Agreement. The COUNTY shall provide to the CITY any such Vendor Contracts pertaining to the services that the COUNTY provides to the CITY under this Agreement. The CITY agrees to cooperate with the COUNTY and vendor as necessary for the provision of services to the CITY. However, notwithstanding such undertaking, the CITY shall have no rights to enforce such a Vendor Contract against the COUNTY or any third-party provider, nor may the CITY seek damages against any such third-party provider under any theory of contract, including, without limitation, third-party beneficiary principles.
- 4.5. Operational policy shall be established and modified as deemed appropriate by the Local RAN BOARD. This policy shall ensure that each user is treated equitably, with primary consideration based on each user agency’s service population and crime rate.
- 4.6. The RAN BOARD shall resolve any dispute between users over operational policies established by the RAN BOARD.
- 4.7. The COUNTY shall ensure the proper and effective operation and maintenance of equipment used to participate in CAL-ID/RAN.
- 4.8. The COUNTY shall continue forwarding electronic prints submitted via live scans for arrests to the Department of Justice as required by law.
- 4.9. This Agreement incorporates by reference: California Penal Code Section 11112.1 et seq. and any related legislation enacted thereto; State Department of Justice CAL-ID/RAN Master Plan and any changes thereto; State Department of Justice CAL-ID/RAN Policy Manual and any changes thereto; and the San Diego County Local RAN BOARD Operating Policies.

## **5. AMENDMENTS OR MODIFICATIONS**

This Agreement may only be modified, amended, or otherwise changed by an amendment in writing executed by the CITY and the COUNTY.

## **6. TERMINATION**

Notwithstanding any other section or provision of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

**7. TERM OF AGREEMENT**

This Agreement shall take effect July 1, 2019 and unless terminated sooner as provided for herein, shall terminate on June 30, 2024.

**8. INDEMNIFICATION**

The COUNTY shall not be liable for, and the CITY shall defend, indemnify and hold the COUNTY, its officers, agents and employees, harmless from any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the performance of this Agreement, arising either directly or indirectly from any act, error, omission or negligence of CITY or its contractors, licensees, agents, servants or employees, except to the extent that liability is caused by the negligence or willful misconduct of COUNTY. In such case, the CITY's indemnification obligation shall be reduced in proportion to the COUNTY's share of liability for its negligence or willful misconduct, if any.

IN WITNESS WHEREOF, the COUNTY OF SAN DIEGO executes this AGREEMENT pursuant to action taken by its Board of Supervisors, and the City of Santee executes this AGREEMENT, pursuant to action taken by the City Council.

COUNTY OF SAN DIEGO

By \_\_\_\_\_  
Clerk, Board of Supervisors

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM AND  
LEGALITY

APPROVED AS TO FORM AND  
LEGALITY

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
City Attorney

**Attachment A  
Cal-ID Cost Allocation  
Based on Population and Crime  
Fiscal Year 2019-2020**

City	Population	% of County Population	FBI Number of Crimes	% Of County Crime	Mean of %'s
Carlsbad	114,622	3.48%	2,346	3.55%	3.51%
Chula Vista	267,503	8.12%	4,446	6.72%	7.42%
Coronado	21,683	0.66%	332	0.50%	0.58%
Del Mar	4,322	0.13%	132	0.20%	0.17%
El Cajon	105,557	3.21%	2,784	4.21%	3.71%
Encinitas	63,158	1.92%	908	1.37%	1.65%
Escondido	151,478	4.60%	3,271	4.94%	4.77%
Imperial Beach	28,163	0.86%	431	0.65%	0.75%
La Mesa	61,261	1.86%	1,209	1.83%	1.84%
Lemon Grove	26,834	0.81%	623	0.94%	0.88%
National City	62,257	1.89%	1,472	2.22%	2.06%
Oceanside	177,362	5.39%	4,505	6.81%	6.10%
Poway	50,207	1.52%	573	0.87%	1.20%
San Diego	1,419,845	43.12%	32,776	49.53%	46.33%
San Marcos	95,768	2.91%	1,254	1.90%	2.40%
Santee	56,994	1.73%	996	1.51%	1.62%
Solana Beach	13,938	0.42%	229	0.35%	0.38%
Vista	103,381	3.14%	1,827	2.76%	2.95%
Unincorporated	468,620	14.23%	6,056	9.15%	11.69%
	<b>3,292,953</b>	<b>100.00%</b>	<b>66,170</b>	<b>100.00%</b>	<b>100.00%</b>

**Attachment B  
Cal-ID Contract Projections by Agency - FY 2019-2020**

**Revenue**

County General Gurd Contribution		\$716,000
Transfer from Trust Fund		\$5,200,659
User Fees		\$716,000
<b>Total Funding</b>		<b>\$6,632,659</b>

**Overhead**

<b>Allocated Overhead On County Salaries and Benefits</b>		<b>\$353,099</b>
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**Expenses**

County Salaries and Benefits		\$2,156,237
Services and Supplies		\$4,018,723
Fixed Assets Expense		\$430,000
<b>Total Expenses</b>		<b>\$6,604,960</b>

**User Fee Allocation**

<b>City/Jurisdiction</b>	<b>Allocation Percentage</b>	<b>Estimated FY 2019/20 Cost</b>
Carlsbad	3.51%	\$25,154
Chula Vista	7.42%	\$53,136
Coronado	0.58%	\$4,154
Del Mar	0.17%	\$1,184
El Cajon	3.71%	\$26,538
Encinitas	1.65%	\$11,779
Escondido	4.77%	\$34,165
Imperial Beach	0.75%	\$5,394
La Mesa	1.84%	\$13,201
Lemon Grove	0.88%	\$6,288
National City	2.06%	\$14,732
Oceanside	6.10%	\$43,656
Poway	1.20%	\$8,558
San Diego	46.33%	\$331,690
San Marcos	2.40%	\$17,196
Santee	1.62%	\$11,585
Solana Beach	0.38%	\$2,754
Vista	2.95%	\$21,124
Unincorporated	11.69%	\$83,712
<b>Total User Fees</b>	<b>100.00%</b>	<b>\$716,000.00</b>

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

**Item 5**

**MEETING DATE**      August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT OF WAY IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SHARP MEDICAL OFFICE BUILDING LOCATED AT 8701 CUYAMACA STREET. RELATED CASE FILES: DR2017-05, P2017-07

**DIRECTOR/DEPARTMENT**      Melanie Kush, Development Services



**SUMMARY**

Sharp HealthCare is required to construct public improvements associated with the medical office building project on Cuyamaca Street as required by the project conditions of approval per Resolution No. 049-2018. The construction plans have been reviewed and accepted by the Department of Development Services. Sharp HealthCare has also provided to the City of Santee the bonds, securities and Right of Way Improvement Agreement necessary to secure, and move forward with, the construction of the public improvements.

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

**ENVIRONMENTAL REVIEW**

Environmental review was conducted with the Development Review Permit. The Mitigated Negative Declaration AEIS2017-16 was adopted on May 23, 2018.

**FINANCIAL STATEMENT**

The City Consolidated Fee Schedule provides for full cost recovery of staff time from fees paid by Sharp HealthCare.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**

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

**ATTACHMENTS**

Resolution  
Vicinity Map  
Public Right of Way Improvement Agreement



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT OF WAY  
IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH  
THE SHARP MEDICAL OFFICE BUILDING (DR2017-05, P2017-07)  
LOCATION: 8701 CUYAMACA STREET**

**WHEREAS**, on May 23, 2018, PMB Santee LLC obtained approval of a Development Review Permit DR2017-05 and a Conditional Use Permit P2017-07 to develop an 86,000 square-foot medical office building located at 8701 Cuyamaca Street; and

**WHEREAS**, Sharp HealthCare acquired the property on June 25, 2018; and

**WHEREAS**, as a condition of approval, the developer is required to install public improvements along Cuyamaca Street and Buena Vista Avenue adjacent to their site; and

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

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 14<sup>th</sup> day of August 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

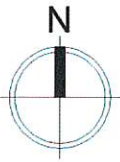
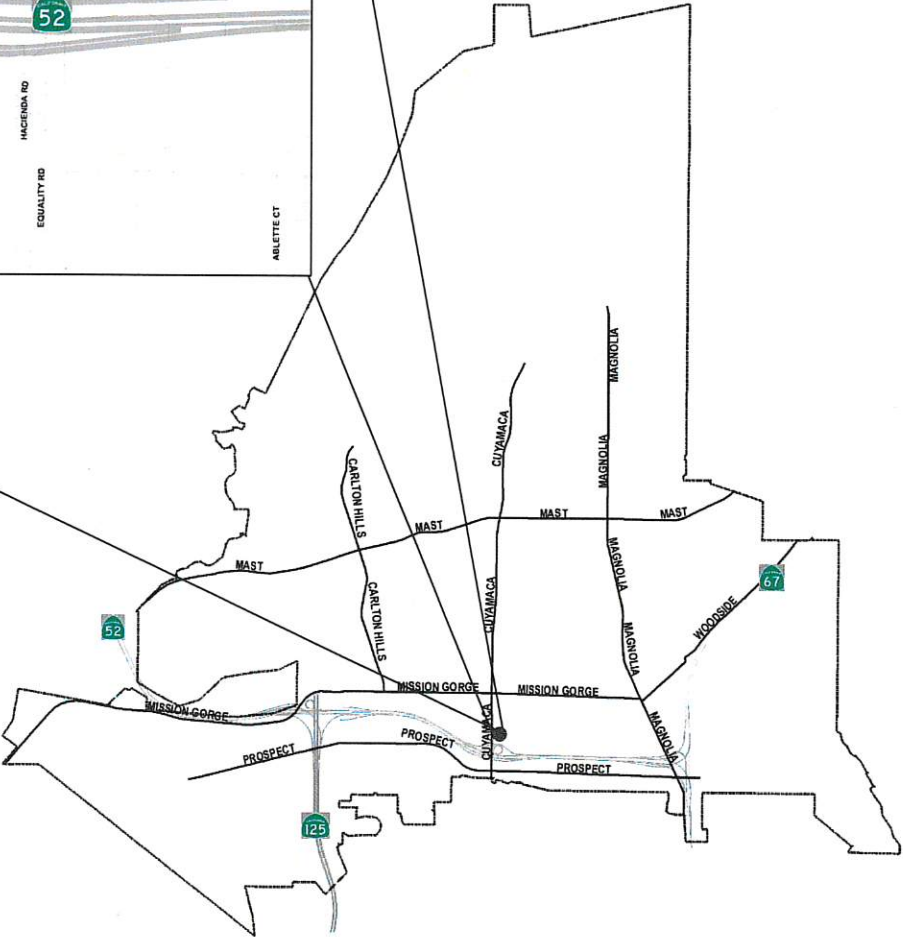
**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**

# VICINITY MAP



# CITY OF SANTEE

## PUBLIC RIGHT-OF-WAY IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: \_\_\_\_\_

NAME OF DEVELOPER: SHARP HEALTHCARE  
(referred to as "Developer")

NAME OF DEVELOPMENT: SHARP MEDICAL OFFICE BUILDING  
(referred to as "Development")

PROJECT NUMBERS: IP2018-04

DEVELOPMENT REVIEW OR  
CONDITIONAL USE PERMIT  
RESOLUTION OF APPROVAL: 049-2018 DATE: MAY 23, 2018  
(referred to as "Resolution of Approval")

IMPROVEMENT PLAN NO(S): 2019-062 to 2019-071  
(referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$139,885

SURETY/FINANCIAL INSTITUTION: TRAVELERS CASUALTY AND SURETY COMPANY

ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183

FORM OF SECURITY: Bond

SECURITY ID NOS.: 106992888, 106992889

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

### RECITALS

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

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

by reference.

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

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

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

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

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

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

- a. Comply with all the requirements of the Resolution of Approval, any amendments thereto, and with the provisions of the Santee Municipal Code.
- b. Complete at Developer's own expense, all the public improvement work required by Resolution and the City standards as follows:

IMPROVEMENTS

DEADLINE DATE

**Drawing No.2019-062 to 071**

**Prior to occupancy**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months

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

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

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

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

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

8. Alteration to Improvement Plans.

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

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

completion of the improvements, City may apply the standards in effect at the time of the extension.

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

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

11. Default of Developer.

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

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

The sums provided by the improvement security may be used by City



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

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees, in the performance of this agreement.

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

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

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

20. Time for Commencement of Work; Time Extensions. Developer shall commence substantial construction of the improvements required by this agreement not later than nine months prior to the time for completion. In the event good cause exists, as determined by the City Manager, the time for commencement of construction or completion of the improvements may be extended. The extension shall be made in writing executed by the City Manager. Any such extension may be granted without notice to



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

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

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

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

Executed by Developer this 1 day of May, 2019.

DEVELOPER:

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

SHARP HEALTHCARE

\_\_\_\_\_  
(Name of Developer)

By:   
(sign here)

CARLISLE C. LEWIS, III  
(print name here)

By: \_\_\_\_\_  
Marlene Best  
City Manager

ASSISTANT SECRETARY  
(title and organization of signatory)

By:   
(sign here)

GREGG ZOLL  
(print name here)

V.P. FACILITIES  
(title and organization of signatory)

Attest: \_\_\_\_\_  
Annette Ortiz  
City Clerk

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

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

## ACKNOWLEDGMENT

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

State of California  
County of San Diego)

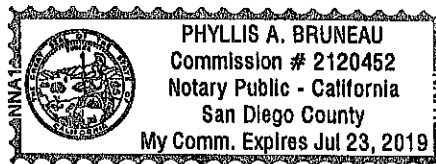
On May 1, 2019 before me, Phyllis A. Bruneau, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Phyllis A. Bruneau* (Seal)



# ACKNOWLEDGMENT

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

State of California  
County of San Diego)

On May 1, 2019 before me, Phyllis A. Bruneau, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Phyllis A. Bruneau* (Seal)



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

Item 6

**MEETING DATE**

August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE MONTIVO PROJECT (TM2005-14) AS COMPLETE AND AUTHORIZING THE REFUND OF DEVELOPMENT IMPACT FEES. LOCATION: 8850 OLIVE LANE**

**DIRECTOR/DEPARTMENT**

Melanie Kush, Development Services



**SUMMARY**

This item requests City Council accept the public improvements constructed as part of the Montivo project, TM2005-14, located at 8850 Olive Lane. The public improvements constructed by New Pointe Investment 36, LLC as part of the Montivo project include the removal of an existing concrete cross gutter, the installation of a new concrete storm drain system, the widening of Olive Lane along the site frontage, new concrete curb and gutter, and sidewalk. The public improvements made within the Olive Lane public right-of-way extended beyond the centerline of the property frontage and are eligible for developer impact fee credits up to the amount the project was responsible for contributing towards. Those credits include drainage and traffic fees totaling \$70,924.00. The developer has provided reimbursement documentation exceeding these amounts and Staff recommends refunding the developer's previously paid fees in the amount of \$70,924.00. These improvements are completed and ready for acceptance and incorporation into the City maintained street system. All required improvements along Olive Lane have been constructed in accordance with the Resolution of Approval (Resolution No. 050-2006), the accepted plans, and to the satisfaction of the Director of Development Services.

**ENVIRONMENTAL REVIEW**

Environmental review was completed at the time of development review approval. The Negative Declaration was adopted on June 14, 2006 and the Notice of Determination was filed on June 20, 2006 with the San Diego County Clerk.

**FINANCIAL STATEMENT**

Acceptance of these public improvements will result in a minor increase in City street maintenance costs. These costs will be offset by increased tax revenues.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION**

Adopt the attached Resolution accepting the public improvements as complete and directing the City Clerk to release 90 percent of the faithful performance bond and retain 10 percent for 12 months as a warranty bond, and retain the labor and material bond for six months, and authorizing the refund of development impact fees in the amount of \$70,924.00.

**ATTACHMENTS**

Resolution

Vicinity Map



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE MONTIVO PROJECT (TM  
2005-14) AS COMPLETE AND AUTHORIZING THE REFUND OF DEVELOPMENT  
IMPACT FEES. LOCATION: 8850 OLIVE LANE**

**WHEREAS**, New Pointe Investment 36, LLC, the developer of the Montivo project, entered into a subdivision improvement agreement to construct certain public improvements associated with the development; and

**WHEREAS**, the public improvements on Olive Lane are constructed according to the improvement agreement, accepted plans, and to the satisfaction of the Director of Development Services.

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

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

**BE IT FURTHER RESOLVED** that the refund of Drainage and Traffic Mitigation impact fees totaling \$70,924.00 is hereby approved.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 14th day of August 2019, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

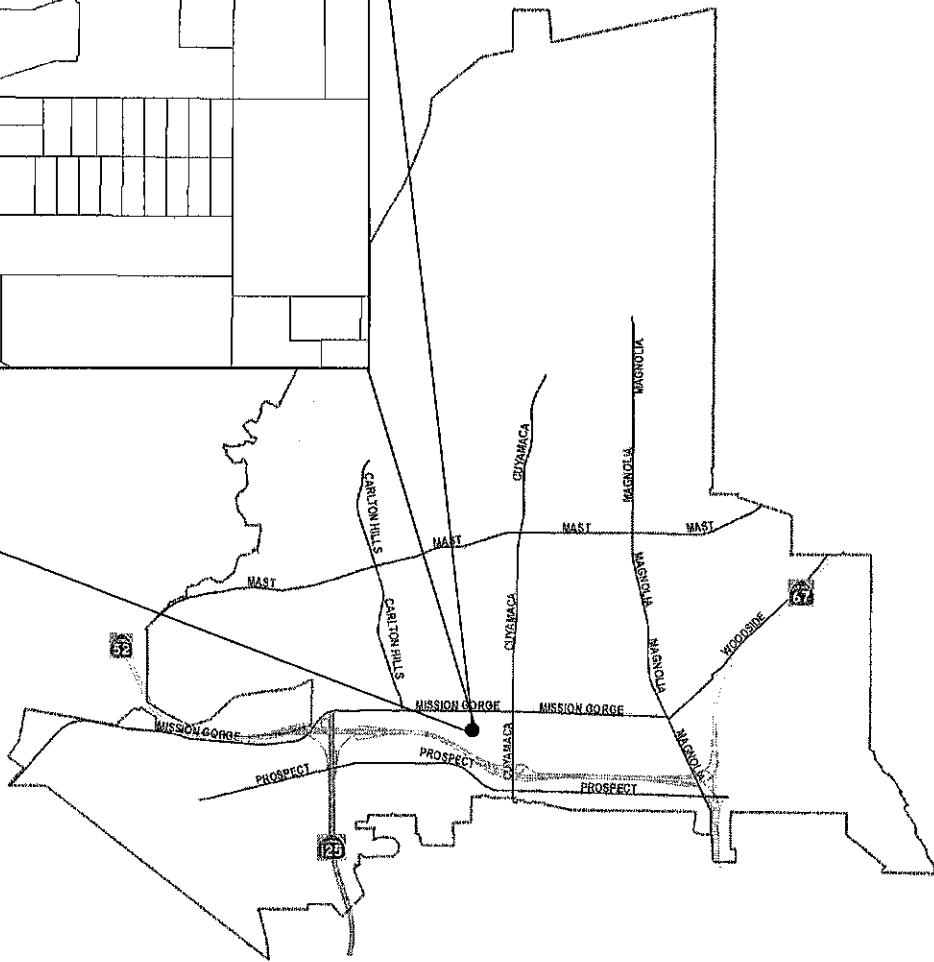
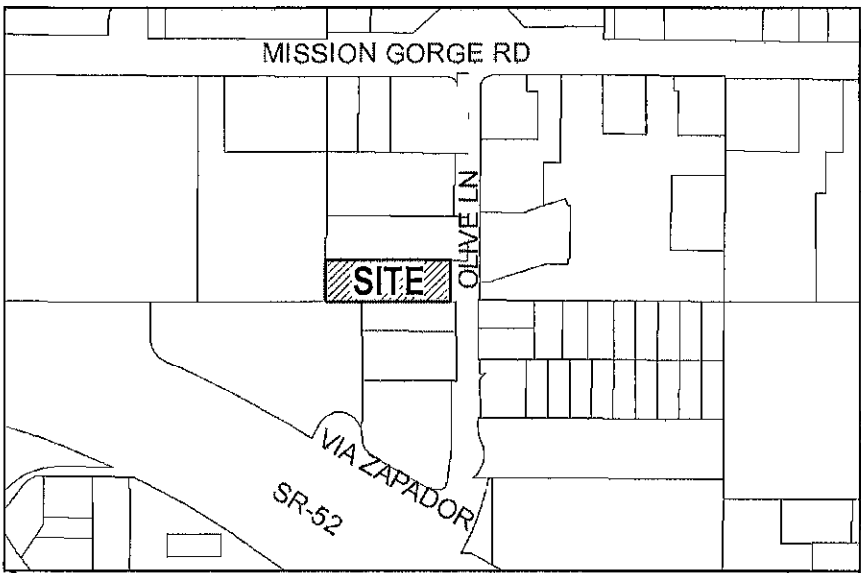
**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**

# VICINITY MAP



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

Item 7

**MEETING DATE**            August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**            **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE PROSPECT FIELDS SUBDIVISION (TM2015-01) AS COMPLETE. LOCATION: PROSPECT AVENUE NORTH OF CLIFFORD HEIGHTS ROAD**

**DIRECTOR/DEPARTMENT**            Melanie Kush, Development Services



**SUMMARY**

This item requests City Council accept the public improvements constructed as part of the Prospect Fields subdivision, TM2015-01, located at Prospect Avenue north of Clifford Heights Road.

The public improvements constructed by KB Home California, LLC include the installation of over 400 linear feet of reinforced concrete drainage pipe within an existing drainage easement, new concrete sidewalk, curb and gutter, street lighting, and striping along the frontage of Prospect Avenue. These improvements are completed and ready for acceptance and incorporation into the City maintained street system.

All required public improvements along Prospect Avenue have been constructed in accordance with the Resolution of Approval (Resolution No. 105-2015), the accepted plans and to the satisfaction of the Director of Development Services.

**ENVIRONMENTAL REVIEW**

Environmental review was completed at the time of tentative map and development review approval. The Mitigated Negative Declaration was adopted on November 18, 2015 and the Notice of Determination was filed on November 20, 2015 with the San Diego County Clerk.

**FINANCIAL STATEMENT**

Acceptance of these public improvements will result in a minor increase in City street, drainage facility and street light maintenance and operation costs. These costs will be offset by increased tax revenues.

**CITY ATTORNEY REVIEW**             N/A             Completed

**RECOMMENDATION**

Adopt the attached Resolution accepting the public improvements as complete and directing the City Clerk to release 90 percent of the faithful performance bond and retain 10 percent for 12 months as a warranty bond, and retain the labor and material bond for six months.

**ATTACHMENTS**

Resolution  
Vicinity Map

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE PROSPECT FIELDS  
SUBDIVISION (TM2015-01) AS COMPLETE  
LOCATION: PROSPECT AVENUE NORTH OF CLIFFORD HEIGHTS ROAD**

**WHEREAS**, KB Home California, LLC, the developer of the Prospect Fields subdivision, entered into a subdivision improvement agreement to construct certain public improvements associated with the development; and

**WHEREAS**, the public improvements on Prospect Avenue are constructed according to the subdivision improvement agreement, accepted plans, and to the satisfaction of the Director of Development Services.

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

**BE IT FURTHER RESOLVED** that the City Council does hereby direct the City Clerk to retain 10 percent of the faithful performance bond for 12 months as a warranty bond, and retain the labor and material bond for six months. The retained bonds shall be released upon approval of the Director of Development Services.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 14<sup>th</sup> day of August 2019, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

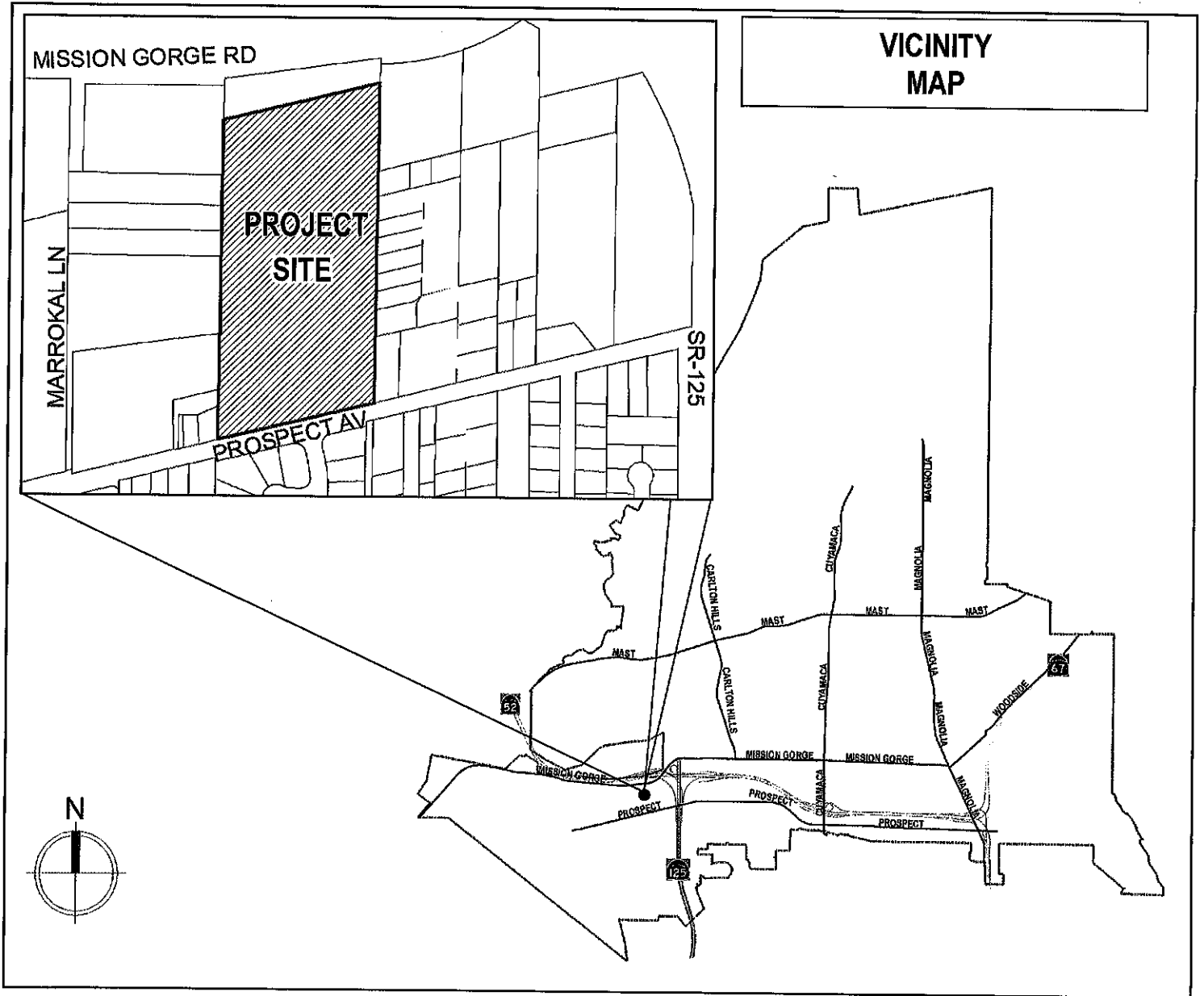
**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**

# PROSPECT FIELDS VICINITY MAP



City of Santee  
**COUNCIL AGENDA STATEMENT**

Item 8

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** CLAIM AGAINST THE CITY BY COX COMMUNICATIONS


**DIRECTOR/DEPARTMENT** Jessie Bishop, Director of Human Resources



**SUMMARY**

A claim was filed against the City by Cox Communications. The claim was reviewed by the City's Director of Human Resources prior to bringing it forward for consideration. The Director of Human Resources recommends this claim be rejected as provided in Government Code Section 913.

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

  
**FINANCIAL STATEMENT** There is no financial impact to the City by rejecting claims.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Reject claim as per Government Code Section 913.

**ATTACHMENTS**

None



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

Item 9

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** A PUBLIC HEARING FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 12 ("SUBDIVISIONS") AND TITLE 13 ("ZONING ORDINANCE") OF THE CITY OF SANTEE MUNICIPAL CODE TO WAIVE CITY DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS FOR A FIVE (5) YEAR TRIAL PERIOD AND APPROVING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTIONS 15303 AND 15061(b)(3) OF THE CEQA GUIDELINES AND SECTION 21080.17 OF THE PUBLIC RESOURCES CODE (CASE FILE: ZOA 2019-1)

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

Since 2003, an average of one Accessory Dwelling Unit ("ADU") has been constructed per year in the City of Santee. This is below levels experienced by other jurisdictions. A common reason for not pursuing an ADU are the Development Impact Fees that are required for each new unit. Required Development Impact Fees for an ADU in the R2 (Low-Medium Density Residential) zone typically total \$22,138.

ADUs can provide needed affordable housing for residents of Santee and can also meet the need for multi-generational housing. Accordingly, the City Council held a public workshop on July 24, 2019 to determine if a change to Development Impact Fee assessment for ADUs is warranted. At the workshop, City Council directed staff to create a five-year trial period during which all Development Impact Fees for ADUs are waived.

Accordingly, this item would change Title 12 and Title 13 of the Santee Municipal Code (SMC) which would waive all Development Impact Fees for a five-year period that would start upon the effective date of the ordinance (September 27, 2019). The fee waivers for ADUs would expire on September 27, 2024 unless subsequent action is taken by the City Council.

**ENVIRONMENTAL REVIEW**

The proposed ordinance, which would amend Title 12 and Title 13 of the Santee Municipal Code, is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15303 and 15061(b)(3) as well as Public Resources Code Section 21080.17. The proposed ordinance waives development impact fees for accessory dwelling units, the construction of which does not trigger environmental review.

**FINANCIAL STATEMENT** 

Staff time expended on this project is paid for by the General Fund. A reduction in Development Impact Fees for ADUs would have an undetermined impact on the amount of funding available for the City's Capital Improvement Program.

**CITY ATTORNEY REVIEW**

N/A       Completed

**RECOMMENDATION** 

1. Conduct and close the public hearing; and
2. Find that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15303 and 15061(b)(3) and Public Resources Code Section 21080.17; and
3. Introduce the Ordinance for first reading and schedule the Ordinance for a second reading on August 28, 2019.

**ATTACHMENTS**

Staff Report  
Draft Ordinance

## STAFF REPORT

**A PUBLIC HEARING FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 12 (“SUBDIVISIONS”) AND TITLE 13 (“ZONING ORDINANCE”) OF THE CITY OF SANTEE MUNICIPAL CODE TO WAIVE CITY DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS FOR A FIVE (5) YEAR TRIAL PERIOD AND APPROVING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTIONS 15303 AND 15601(b)(3) OF THE CEQA GUIDELINES AND SECTION 21080.17 OF THE PUBLIC RESOURCES CODE (CASE FILE: ZOA 2019-1)**

### **CITY COUNCIL MEETING August 14, 2019**

A Notice of Public Hearing was published in East County Californian on August 1, 2019. A notice was also provided to the Building Industry Association and interested property owners.

#### **A. BACKGROUND**

In Santee, the cost of Development Impact Fees for an ADU in the R2 (Low-Medium Density Residential) zone typically totals \$22,138 which has dissuaded property owners from developing ADUs. Since 2003, 17 Accessory Dwelling Units (“ADU”) have been constructed in Santee. Many jurisdictions within the region are encouraging the development of ADUs by reducing or eliminating Development Impact Fees. In addition, it is the intent of recent State affordable housing legislation that provisions in a local ordinance, including fees, not be so excessive so as to unreasonably restrict the development of ADUs.

The Housing Element of the General Plan encourages fee reductions to facilitate affordable housing production, encourages the provision of a wide range of housing by type of unit and price to meet the existing and future needs of Santee residents and promotes efficient and creative alternatives to help reduce government constraints.

A public workshop was held on July 24, 2019 to seek City Council Direction on whether Development Impact Fees should remain the same, be modified, or eliminated. City Council directed staff to waive all Development Impact Fees for ADUs on a five-year trial period. This would allow staff to evaluate the effect of the fee waiver on the production of ADUs.

#### **B. PROPOSED CHANGES**

Titles 12 and Title 13 of the Santee Municipal Code (SMC) are amended to temporarily waive all Development Impact Fees for ADUs, more specifically described as follows:



SMC Section 12.30.080 (“Exceptions”) would be amended with the following addition:

F All applicable development impact fees for an accessory dwelling unit shall be waived for a five-year period, commencing on September 27, 2019, and ending on September 27, 2024.

SMC Section 13.08.020(A)(5) (“Projects requiring development review”) would be amended as follows:

5. Construction of an accessory dwelling unit. All applicable development impact fees for an accessory dwelling unit shall be waived for a five-year period, commencing on September 27, 2019, and ending on September 27, 2024.

SMC Section 13.10.030(F)(6) (“Accessory dwelling units”) would be amended with the following addition:

(z) All applicable development impact fees for an accessory dwelling unit shall be waived for a five-year trial period, commencing on September 27, 2019, and ending on September 27, 2024.

**C. ENVIRONMENTAL DETERMINATION**

The proposed ordinance is exempt from further environmental review pursuant to CEQA Guidelines Section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ordinance is also exempt under Public Resources Code Section 21080.17, which applies to local ordinances implementing State regulations related to accessory dwelling units. Finally, the ordinance is exempt under State CEQA Guidelines Section 15303, which exempts small structures, including new individual residential units within existing residential zones.

**D. STAFF RECOMMENDATION**

1. Conduct and close the public hearing; and
2. Find that the Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15303 and 15061(b)(3) and Public Resources Code Section 21080.17; and
3. Introduce the Ordinance for first reading and schedule the Ordinance for a second reading on August 28, 2019.

ORDINANCE NO. \_\_\_\_\_

**A PUBLIC HEARING FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AMENDING TITLE 12 (“SUBDIVISIONS”) AND TITLE 13 (“ZONING ORDINANCE”) OF THE CITY OF SANTEE MUNICIPAL CODE TO WAIVE CITY DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS FOR A FIVE (5) YEAR TRIAL PERIOD AND APPROVING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTIONS 15303 AND 15601(b)(3) OF THE CEQA GUIDELINES AND SECTION 21080.17 OF THE PUBLIC RESOURCES CODE (CASE FILE: ZOA 2019-1)**

**WHEREAS**, the proposed change to Title 12 and Title 13 of the Santee Municipal Code (SMC) is consistent with Program 10 of the Housing Element which encourages fee reductions to facilitate affordable housing production; and

**WHEREAS**, the proposed change to Title 12 and Title 13 of the SMC is consistent with Objective 5.0 of the Housing Element which encourages the provision of a wide range of housing by location, type of unit, and price to meet the existing and future need of Santee residents to the maximum extent possible; and

**WHEREAS**, the proposed change to Title 12 and Title 13 of the SMC is consistent with Policy 6.1 of the Housing Element which promotes efficient and creative alternatives to help reduce government constraints; and

**WHEREAS**, many jurisdictions in the San Diego region have lowered or eliminated Development Impact Fees applied to the construction of Accessory Dwelling Units (ADUs) as a way to encourage increased production of affordable housing units; and

**WHEREAS**, it is the intent of recent State affordable housing legislation that provisions in a local ordinance on ADUs, including fees, not be so arbitrary, excessive, or burdensome as to unreasonably restrict the ability to develop ADUs; and

**WHEREAS**, SMC Section 12.30.080 (“Exceptions”), SMC Section 13.08.020(A)(5) (“Projects requiring development review”), and SMC Section 13.10.030(F)(6) (“Accessory dwelling units”) will be amended to temporarily waive all Development Impact Fees for a period of five years; and

**WHEREAS**, a five-year trial period was created to assess if lowered fees will result in an increase of ADUs; and

**WHEREAS**, waiving the City’s Development Impact Fees could encourage the development of ADUs and increase affordable housing in the City; and

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

ORDINANCE NO. \_\_\_\_\_

**SECTION 1.** The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") review pursuant to CEQA Guidelines Sections 15303 and 15061(b)(3) and Public Resources Code Section 21080.17.

State CEQA Guidelines section 15303 exempts the construction of new, small structures. The proposed ordinance waives development impact fees for accessory dwelling units and is consistent with Section 15303 of the CEQA Guidelines. State CEQA Guidelines section 15061(b)(3) exempts projects for which it can be seen with certainty that there is no possibility of causing a significant effect on the environment and Public Resources Code section 21080.17 applies to local ordinances implementing State regulations related to accessory dwelling units.

**SECTION 2.** The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

**SECTION 3.** Title 12 ("Subdivisions") and Title 13 ("Zoning Ordinance") of the Santee Municipal Code is hereby amended with the following additions, shown as underlined text, to read as follows:

**CHAPTER 12.30 DEVELOPMENT IMPACT FEES**

**Section 12.30.080 Exceptions**

F. All applicable development impact fees for an accessory dwelling unit shall be waived for a five-year period, commencing on September 27, 2019, and ending on September 27, 2024.

**CHAPTER 13.08 DEVELOPMENT REVIEW**

**Section 13.08.020(A)(5) Projects requiring development review**

5. Construction of an accessory dwelling unit. All applicable development impact fees for an accessory dwelling unit shall be waived for a five-year trial period, commencing on September 27, 2019, and ending on September 27, 2024.

**CHAPTER 13.10 RESIDENTIAL DISTRICTS**

**Section 13.10.30(F)(6) Accessory dwelling units**

(z). All applicable development impact fees for an accessory dwelling unit shall be waived for a five-year trial period, commencing on September 27, 2019, and ending on September 27, 2024.

**SECTION 4.** Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional

**ORDINANCE NO. \_\_\_\_\_**

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

**SECTION 5.** Upon adoption of the Ordinance, the added text shown shall be incorporated into the Zoning Ordinance.

**SECTION 6.** This Ordinance shall become effective thirty (30) days after its passage.

**SECTION 7.** The City Clerk is hereby directed to certify the adoption of this ordinance, to file a Notice of Exemption, and cause the same to be published as required by law.

**INTRODUCED AND FIRST READ** at a Regular Meeting of the City Council of the City of Santee, California, on the 14th day of August, 2019, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 28th day of August, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**

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

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION ESTABLISHING THE SALARY OF THE MAYOR AND COUNCIL MEMBERS FOR FISCAL YEARS 2019-20 AND 2020-21 IN ACCORDANCE WITH THE PROVISIONS OF THE SANTEE CITY CHARTER

**DIRECTOR/DEPARTMENT** Kathy Valverde, Assistant to the City Manager *KV*

**SUMMARY**

In accordance with the Santee City Charter, the City Council received a recommendation from the Salary Setting Advisory Committee on June 26, 2019, regarding the level of salary and benefits for the Mayor and City Council Members. On July 24, 2019, the City Council reviewed four different salary scenarios, including the Committee's recommendation. The City Council also reviewed other salary options, including auto allowance, a technology allowance, and other expense allowances for elected officials. At that time, the City Council directed staff to bring back an Ordinance to increase the Mayor and Council Member salaries by 2.5% for the current fiscal year and to increase salaries by an additional 2.5%, or add a corresponding technology allowance, for the second fiscal year.

With the recent update of the Santee Municipal Code, the City Council may establish the salaries of the Mayor and Council Members by resolution, in accordance with Municipal Code section 2.02.50, "Salaries and Reimbursement." Additionally, in accordance with state law, salary increases cannot be retroactive. Staff recommends the salary increase for Fiscal Year 2019-20 be effective August 22, 2019, which coincides with the start of the next pay period; and any increase for Fiscal Year 2020-21 be effective July 1, 2020.

Attached are Resolutions reflecting two scenarios for the City Council's consideration, as outlined in the attached staff report.

**FINANCIAL STATEMENT** *mr*

With a salary increase of 2.5% effective August 22, 2019, an appropriation of General Fund reserves in the amount of \$2,720 will be required for the current fiscal year. Any increases approved for next fiscal year will be included in the Fiscal Year 2020-21 Proposed Budget.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION** *MSPB*

1. Adopt one of the Resolutions establishing the salary of the Mayor and Council Members:
  - a. 2.5% salary increase for FY 2019-20 and additional 2.5% increase for FY 2020-21
  - b. 2.5% salary increase for FY 2019-20 and addition of a technology allowance for FY 2020-21
2. Authorize the Finance Director to appropriate funds for the FY 2019-20 salary increase

**ATTACHMENTS**

Staff Report  
Resolutions

## STAFF REPORT

### **Resolution Establishing the Salary of the Mayor and Council Members August 14, 2019**

In accordance with the Santee City Charter, the City Council received a recommendation from the Salary Setting Advisory Committee on June 26, 2019, regarding the level of salary and benefits for the Mayor and Council Members. On July 24, 2019, the City Council reviewed four different salary scenarios and other salary options, including auto allowance and a technology allowance. Based on City Council direction, attached are two Resolutions which reflect two different scenarios for consideration:

Option A: Salary increase of 2.5% for the current fiscal year, and an additional salary increase of 2.5% for Fiscal Year 2020-21.

Option B: Salary increase of 2.5% for the current fiscal year, and addition of a technology allowance for Fiscal Year 2020-21, totaling \$50/month for Council Members and \$80/month for the Mayor, which equates to an approximate 2.5% salary increase.

The following chart outlines each of these scenarios.

#### **Mayor & Council Monthly Salaries FY 2019-20 and FY 2020-21**

	<u>Council Salary</u>	<u>Mayor Salary</u>
<b><u>Fiscal Year 2019-20</u></b>		
Current Monthly Salary	1,686.24	2,841.84
2.5% increase	42.16	71.05
Salary on Aug 22, 2019	<u>1,728.40</u>	<u>2,912.89</u>
<b><u>Fiscal Year 2020-21</u></b>		
<b><u>OPTION A: 2.5% Salary Increase</u></b>		
Salary on Aug 22, 2019	1,728.40	2,912.89
2.5% increase	43.21	72.82
Salary on July 1, 2020	<u>1,771.61</u>	<u>2,985.71</u>
<b><u>OPTION B: Technology Allowance</u></b>		
Salary on Aug 22, 2019	1,728.40	2,912.89
Technology Allowance	50.00 <sup>(1)</sup>	80.00 <sup>(1)</sup>
Salary +Tech on July 1, 2020	<u>1,778.40</u>	<u>2,992.89</u>

<sup>(1)</sup> The technology allowance is taxed but not included in PERS; it will be paid twice per month (\$25/\$25 for Council and \$40/\$40 for the Mayor)

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, ESTABLISHING THE SALARY OF THE MAYOR AND COUNCIL  
MEMBERS FOR FISCAL YEARS 2019-20 AND 2020-21 IN ACCORDANCE WITH  
THE PROVISIONS OF THE CITY CHARTER**

**WHEREAS**, in accordance with the Santee City Charter, the City Council previously established a Salary Setting Advisory Committee to make recommendations regarding the appropriate level of salary and benefits for the Mayor and Council Members; and

**WHEREAS**, the Salary Setting Advisory Committee met on April 24, May 8, and June 24, 2019, to review and discuss the City Council's current and historical salaries and benefits; the salaries of other elected city officials within the County of San Diego; the salaries of various city employees; and the boards and committees of other cities as compared to Santee; and

**WHEREAS**, the last salary increase for the Mayor and Council Members was January 1, 2017, pursuant to Ordinance No. 544, which increased salaries by 5% and increased auto allowance from \$300 to \$350 per month; and

**WHEREAS**, the Council Members' current salary is \$1,686.24 per month and the Mayor's salary is \$2,841.84 per month; and

**WHEREAS**, the Salary Setting Advisory Committee recommended that the Council Members' current salary be increased by a total of 30%, with an increase of 10% effective July 1, 2019, an additional 10% effective January 1, 2020, and an additional 10% effective January 1, 2021; and

**WHEREAS**, the Salary Setting Advisory Committee recommended that the Mayor's current salary be increased by a total of a 52.5%, with an increase of 20% effective July 1, 2019, an additional 10% effective January 1, 2020, and an additional 22.5% effective January 1, 2021; and

**WHEREAS**, the Salary Setting Advisory Committee recommended a \$10 increase in auto allowance paid to Council Members from \$350 to \$360 per month and a \$50 increase in auto allowance paid to the Mayor from \$350 to \$400; and

**WHEREAS**, after receiving the Salary Setting Advisory Committee's recommendation and reviewing other scenarios and options, the City Council approved a salary increase of 2.5% for Council Members and the Mayor for Fiscal Year 2019-20, and an additional 2.5% salary increase for Fiscal Year 2020-21.

**RESOLUTION NO.**

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

**Section 1:** The salary of Council Members shall be \$1,728.40 per month effective August 22, 2019.

**Section 2:** The salary of the directly-elected Mayor shall be \$2,912.89 per month effective August 22, 2019.

**Section 3:** The salary of Council Members shall be \$1,771.61 per month effective July 1, 2020.

**Section 4:** The salary of the directly-elected Mayor shall be \$2,985.71 per month effective July 1, 2020.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 14th day of August, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**



**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, ESTABLISHING THE SALARY OF THE MAYOR AND COUNCIL  
MEMBERS FOR FISCAL YEARS 2019-20 AND 2020-21 IN ACCORDANCE WITH  
THE PROVISIONS OF THE CITY CHARTER**

**WHEREAS**, in accordance with the Santee City Charter, the City Council previously established a Salary Setting Advisory Committee to make recommendations regarding the appropriate level of salary and benefits for the Mayor and Council Members; and

**WHEREAS**, the Salary Setting Advisory Committee met on April 24, May 8, and June 24, 2019, to review and discuss the City Council's current and historical salaries and benefits; the salaries of other elected city officials within the County of San Diego; the salaries of various city employees; and the boards and committees of other cities as compared to Santee; and

**WHEREAS**, the last salary increase for the Mayor and Council Members was January 1, 2017, pursuant to Ordinance No. 544, which increased salaries by 5% and increased auto allowance from \$300 to \$350 per month; and

**WHEREAS**, the Council Members' current salary is \$1,686.24 per month and the Mayor's salary is \$2,841.84 per month; and

**WHEREAS**, the Salary Setting Advisory Committee recommended that the Council Members' current salary be increased by a total of 30%, with an increase of 10% effective July 1, 2019, an additional 10% effective January 1, 2020, and an additional 10% effective January 1, 2021; and

**WHEREAS**, the Salary Setting Advisory Committee recommended that the Mayor's current salary be increased by a total of a 52.5%, with an increase of 20% effective July 1, 2019, an additional 10% effective January 1, 2020, and an additional 22.5% effective January 1, 2021; and

**WHEREAS**, the Salary Setting Advisory Committee recommended a \$10 increase in auto allowance paid to Council Members from \$350 to \$360 per month and a \$50 increase in auto allowance paid to the Mayor from \$350 to \$400; and

**WHEREAS**, after receiving the Salary Setting Advisory Committee's recommendation and reviewing other scenarios and options, the City Council approved a salary increase of 2.5% for Council Members and the Mayor for Fiscal Year 2019-20, and approved the addition of a technology allowance for Fiscal Year 2020-21.

**RESOLUTION NO.**

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

**Section 1:** The salary of Council Members shall be \$1,728.40 per month effective August 22, 2019.

**Section 2:** The salary of the directly-elected Mayor shall be \$2,912.89 per month effective August 22, 2019.

**Section 3:** A technology allowance shall be paid to Council Members totaling \$50/month, effective July 1, 2020, resulting in a monthly amount of \$1,778.40 for salary and technology allowance.

**Section 4:** A technology allowance shall be paid to the Mayor totaling \$80/month, effective July 1, 2020, resulting in a monthly amount of \$2,992.89 for salary and technology allowance.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 14th day of August, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**JOHN W. MINTO, MAYOR**

**ATTEST:**

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**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**

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

Item 11

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:** WORKSHOP ON AN ART AND ENTERTAINMENT OVERLAY DISTRICT THAT PROMOTES THE CONCENTRATION OF ARTS, CULTURAL AND ENTERTAINMENT-ORIENTED USES WITHIN THE SANTEE TOWN CENTER SPECIFIC PLAN AREA/TOWN CENTER DISTRICT AND APPROPRIATION OF FUNDS FOR COMPLIANCE UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). APPLICANT: CITY OF SANTEE (RELATED CASE NUMBERS: AEIS2019-05; TCSPA2019-01)

**DIRECTOR/DEPARTMENT**

Marlene Best City Manager  
Melanie Kush, Development Services



**SUMMARY** Among the current priorities of the City Council is the creation of an entertainment district that would further enhance and guide development within the Town Center Specific Plan Area and proximate commercial areas. The District would take advantage of existing local resources, recognize community culture/identity, and further the goals stated in the Town Center Specific Plan and General Plan. Given the important role that art, including performing art, can play in an entertainment district, staff proposes that the district be named the "Art and Entertainment District", and that it be reflected as an Overlay in support of existing and planned uses ("Overlay District"). The Overlay District boundary (Exhibit A) would capture existing and planned uses within the Town Center Specific Plan Area, to include Town Center Community Park, Santee Trolley Square, as well as the locations of planned uses such as the Karl Strauss Brewery, the theater site, and undeveloped property which could accommodate a hotel. The Overlay District would also include streets and public paths/trails where street fairs and other special events are hosted. The purpose of the Overlay District would read as follows:

*The Art and Entertainment Overlay District is a specialized defined area intended to support tourism and attract commercial, educational and recreational uses that beautify and enliven the Town Center. These uses include specialized retail and recreational uses, cultural facilities such as museums, art galleries, theater and dance companies, public art and performing arts activities, learning centers, and hotels.*

**CEQA COMPLIANCE** An Initial Study will be prepared to determine the appropriate CEQA document for the proposed Art and Entertainment District.

**FINANCIAL STATEMENT** <sup>mr</sup> An appropriation from the General Fund reserve balance is requested in the amount of \$20,000. This amount reflects a consultant cost estimate of \$15,600, incidental processing costs, estimated at \$3,200 and a contingency for unexpected follow-up work.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION** <sup>MSB</sup> Receive City Council feedback on the proposed Art and Entertainment District boundary, land uses and mobility provisions and appropriate \$20,000 from the General Fund reserve balance.

**ATTACHMENT:**

Exhibit A – Proposed Art and Entertainment Overlay District  
Staff Report



Exhibit A

Draft Entertainment District Boundary



## STAFF REPORT

### WORKSHOP ON AN ART AND ENTERTAINMENT OVERLAY DISTRICT THAT PROMOTES THE CONCENTRATION OF ARTS, CULTURAL AND ENTERTAINMENT-ORIENTED USES WITHIN THE SANTEE TOWN CENTER SPECIFIC PLAN AREA/TOWN CENTER DISTRICT AND APPROPRIATION OF FUNDS FOR COMPLIANCE UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

APPLICANT: CITY OF SANTEE  
RELATED CASE NUMBERS: AEIS2019-05; TCSPA2019-01

#### A. PROPOSED ART AND ENTERTAINMENT OVERLAY DISTRICT

Among the current priorities of the City Council is the creation of an entertainment district that would further enhance and guide development within the Town Center Specific Plan Area. The District would take advantage of existing local resources, recognize community culture/identity, and further the goals stated in the Town Center Specific Plan and General Plan. Given the important role that art, including performing art, can play in an entertainment district, staff proposes that the district be named the "Art and Entertainment District", and that it be reflected as an Overlay in support of existing and planned uses ("Overlay District").

The Overlay District boundary depicted in Exhibit A would capture those existing and planned uses within the Town Center Specific Plan Area, to include Town Center Community Park, Santee Trolley Square, as well as the locations of planned uses such as the Karl Strauss Brewery, the theater site, and undeveloped property which could accommodate a hotel. The Overlay District would also include streets and public paths/trails where street fairs and other special events are hosted.

The purpose of the Overlay District would read as follows:

*The Art and Entertainment Overlay District is a specialized defined area intended to support tourism and attract commercial, educational and recreational uses that beautify and enliven the Town Center. These uses include specialized retail and recreational uses, cultural facilities such as museums, art galleries, theater and dance companies, public art and performing arts activities, learning centers, and hotels.*

#### General Plan and other Regulatory Changes

The General Plan Land Use Element would be revised to include a new Art and Entertainment Overlay District, and the Land Use Map (Figure 1-1) accordingly revised to reflect the overlay by Ordinance. The review process would include notification to the San Diego County Airport Land Use Commission (per Section 21676(b) of the Public Utilities Code) as well as Native American tribes (per Sections 65352 (a)(11) and 65352.3(a) of the Government Code).

Title 13 of the City of Santee Municipal Code titled “Zoning”, specifically Chapter 13.04, “Administration”, Chapter 13.18, “Town Center District” and Chapter 13.22, “Overlay Districts”, would be amended by ordinance to add the Overlay District.

The Art and Entertainment Overlay District designation would be added to Section III.B of the Town Center Specific Plan, titled “Town Center Goals and Objectives”, and a new Figure 6.1 would depict the designation boundary. This change would facilitate the establishment of certain uses.

The RiverView Office Park Master Plan, Chapter VII.A.10, was amended in 2015 (Resolution No. 111-2015) to establish a more flexible sign design process for the designated “theater” site and adjacent parcel to the east (“Karl Strauss Brewery” site). The amendment would expand this design flexibility within the proposed Overlay District. An amendment to the Specific Plan would be made by Resolution.

**B. ANALYSIS**

Relationship between the Town Center Specific Plan and the General Plan:

The Town Center Specific Plan represents an extension of the City of Santee General Plan and implements all appropriate Plan Elements. In 1986, the Santee Town Center Specific Plan (“Specific Plan”) was adopted to create a people-oriented retail commercial, office professional, and recreational center to establish a focal point for the City. Implementation will create a vibrant downtown for the Santee community and create a more balanced community wherein Santee residents can live, work and play. The proposed Overlay District advances the goals of the Specific Plan and also those goals and objectives of the Land Use, Mobility and Community Enhancement Elements of the General Plan. Each is described below:

Land Use Element: The overarching goal of the Land Use Element is to promote development of a well-balanced and functional mix of residential, commercial, industrial, open space, recreation, and civic uses that will create and maintain a high-quality environment (Goal 6.0), and Objective 1.0 supports continued implementation of the Specific Plan. Permitted Uses within the Specific Plan Area include the following:

<b>Permitted Uses</b>	<b>Conditionally Permitted Uses</b>
Arts and crafts	Cabarets
Flower stands	Farmer’s markets
Food stands	Resort hotels
Museums	Motels
Art galleries	Community theater
Artist and photographic studios	Library
Public art galleries	

Permitted Uses	Conditionally Permitted Uses
Community center	
City Hall	
Community parking facilities	
Restaurants	
Movie theater	
Multiple-family residential	
Athletic and health clubs	

The proposed Overlay District would eliminate the Conditional Use Permit requirement for the above-listed uses, and could include brewpubs, wineries, sports bars, indoor and outdoor recreation venues, street fairs and farmer’s markets as permitted uses. Additionally, the maximum permitted commercial building height of 35 feet established by Resolution No. 97-88 would be replaced with 55 feet, consistent with the non-restrictive height provisions of the RiverView Office Park Overlay and Urban Residential (R-30) multiple-family residential development allowed in Town Center. The Overlay District would also add vertical mixed-use development which could integrate residential and non-residential uses.

Mobility Element: The overarching goal of the Mobility Element is to promote a balanced, interconnected multimodal transportation network that allows for the efficient and safe movement of all people and goods, and that supports the current and future needs of Santee community members and travel generated by planned land uses. Policies 5.1 through 5.3 promote reduced parking in Town Center, promote maximized shared parking opportunities for uses with varied peak parking periods, and promote flexibility on the determination of parking standards in support of transit-oriented development. Policies 8.1 through 8.11 address the pedestrian environment, supporting a well-connected network of sidewalks and paths.

Uses and activities in the Overlay District would take advantage of universal valet, shuttle service, shared parking agreements, and rideshare programs that accommodate high volume attendance at public and private events. A reduced on-site parking standard with such programs in place, and in conjunction with the proximity to the multi-modal transit station within the district, the Overlay District would implement the all-encompassing mobility approach already promoted in the Element.

Community Enhancement Element: The overarching goal of the Community Enhancement Element is to enhance the quality of life, revitalize older neighborhoods and community places, and sustain a beautiful, distinctive and well-organized community for our citizens.

Uses and activities in the Overlay District would benefit from consolidated off-premise signage, creative thematic signs, architecturally-designed electronic message centers, murals, free-standing art, enhanced concrete and lighting in support of art and entertainment uses and activities. Off-premise signs may be considered with a City-

adopted program to allow signs on City-owned and City-controlled property, including public rights-of-way and public easements.

### **C. NEXT STEPS**

Based on City Council's input, staff will determine the required environmental documentation for the creation of the Art and Entertainment Overlay District and any noticing requirements for the public and other agencies, and prepare the Resolutions amending the Town Center Specific Plan, and the Ordinance amending Chapter 13 of the Municipal Code for City Council action.

An Initial Study will be prepared based on the scope of the proposed Art and Entertainment District. This will include review of prior Environmental Impact Reports (EIRs) to determine whether the effects of the proposed action have been previously analyzed. The results of the Initial Study will determine whether any further environmental review is necessary.

This work will be conducted by an environmental consulting firm. Staff contacted 4 firms for preliminary cost estimates. The estimates range from \$11,000.00 to \$15,600.00. Other potential costs such as newspaper publication of required notices, mail-outs to stakeholders, mandatory state filing fees, and distribution costs to the Office of Planning and Research are estimated to add \$3,200.00.

As such, staff is requesting a General Fund appropriation in the amount of \$20,000.00. This amount utilizes the highest consultant estimate of \$15,600.00, the incidental processing costs identified above, and a contingency for unexpected follow-up work such as any additional technical support.

### **STAFF RECOMMENDATION**

Receive City Council feedback on the proposed Art and Entertainment District boundary, land uses and mobility provisions and appropriate funds in the amount of \$20,000.00 from the General Fund reserve balance.



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

Item 12

**MEETING DATE**

August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**      **DISCUSSION OF A COMMUNITY FACILITIES DISTRICT TO ASSIST PROJECTS IN THE PROPOSED ART AND ENTERTAINMENT DISTRICT IN TOWN CENTER**

**DIRECTOR/DEPARTMENT**

Tim K. McDermott, Finance *tm*

**SUMMARY**

On November 14, 2018 the City entered into a Disposition and Development Agreement with Eneract, LLC ("Eneract") for the development and operation by Eneract of a movie theater on a parcel located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway. In an effort to identify ways in which the City could support bringing this project to fruition without triggering prevailing wage requirements for the developer, the concept of forming a community facilities district ("CFD") and issuing tax-exempt bonds is being brought forward for initial consideration by the City Council. Such CFD bonds would be secured by special taxes that would be levied on commercial property owners that agree to be part of the CFD (the "Commercial CFD"). In addition to benefitting Eneract, representatives from both Karl Strauss and a hotel developer have expressed their interest in considering a Commercial CFD.

The Commercial CFD could be used to finance development impact fees and off-site public improvements required by these projects, and possibly other future projects in the proposed Art and Entertainment District in Town Center, and could also be used to finance similar Padre Dam fees and infrastructure through a Joint Community Facilities Agreement. In total, nearly \$7.7 million in fees and public improvement costs have been identified for the three projects noted above that could potentially be financed through the Commercial CFD.

Certain challenges have been identified that would need to be addressed in order for the Commercial CFD to be formed and bonds issued. These include coordination of the timing of the development of three separate projects and the lack of current valuation that exists on the project sites. A Commercial CFD formation recommendation would not be brought forward at some future point unless it was deemed fiscally prudent and addresses the City Council adopted Amended and Restated Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts (copy attached).

Should the City Council express an interest in further considering and developing the concept of a Commercial CFD, staff will formalize agreements with key finance team members, continue discussions with interested developers, draft deposit and reimbursement agreements for developer and City Council consideration that will provide for developer deposits to be received from which initial costs of the Commercial CFD formation process would be paid, and, if prudent, ultimately bring forward resolutions adopting the Commercial CFD boundary map and declaring intention to form the Commercial CFD as initial next steps.

**FINANCIAL STATEMENT**

*tm* Deposit and reimbursement agreements would be executed with developers interested in participating in a Commercial CFD that would be intended to cover costs incurred by the City arising from the consideration and formation of the CFD.

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION** *MSB*

Provide direction to staff.

**ATTACHMENTS (Listed Below)**

1. Amended and Restated Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts

## **CITY OF SANTEE**

### **AMENDED AND RESTATED STATEMENT OF GOALS AND POLICIES REGARDING THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS**

#### **PURPOSE AND SCOPE**

The City Council of the City of Santee (the "City Council") hereby establishes and states its goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 of Part I of Division 2 of Title 5 of the Government Code of the State of California) (the "Act"), as amended, in providing adequate public infrastructure improvements and public services for the City of Santee (the "City"). The following goals and policies shall apply to all community facilities districts hereafter formed or proposed to be formed by the City. Any policy or goal stated herein may be supplemented, amended or waived by resolution or motion adopted by the City Council.

The purpose of this Statement of Goals and Policies is to provide the City staff, the residents of the City and the owners and developers of property located within the City with guidance in the application for and consideration of the establishment of community facilities districts within the City for the purpose of financing or assisting in financing the acquisition or construction of public infrastructure or the provision of authorized public services to benefit and serve either existing or new development or a combination thereof. The underlying principles behind this policy are 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, insuring the creditworthiness of any community facilities district special tax bonds, protecting the City's credit rating and financial position and assuring that applicants for all community facilities district proceedings other than City initiated proceedings pay all costs associated with the formation of any community facilities district.

The scope of this policy is limited to the proposed formation of community facilities districts for the limited purpose of financing or assisting in financing the acquisition or construction of public infrastructure and/or the provision of authorized public services.

#### **INTRODUCTORY STATEMENT**

The City will consider applications initiated by owners or developers of vacant property proposed to be developed, owners of property within existing developed areas or registered voters residing in existing developed areas or the City itself for the establishment of community facilities districts to finance authorized public improvements or to provide authorized public services which benefit or serve existing or new development or a combination thereof. A community facilities district proposed to be established to finance public improvements or authorized services to serve new development may be referred to as a "Development Related CFD."

Each application for the establishment of a community facilities district must comply with the applicable goals and policies contained herein unless the City Council expressly grants an exception to or waiver of such policy or policies as they apply to a specific application.

### **FINDING OF PUBLIC INTEREST OR BENEFIT**

The City Council may authorize the initiation of proceedings to form a community facilities district to finance authorized public improvements or to provide authorized public services if the City Council determines that the public improvements to be financed or public services to be provided or, in the case of a Development Related CFD, 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.

Examples of public benefit to the community at large may include, but are not limited to, the following:

1. Construction of a major public facility which meets a community need including, but not limited to, a major arterial which will provide a vital roadway facility to alleviate congestion, water storage facilities which will remedy inadequate fire flow, and storm drainage facilities which are a part of the storm drainage master plan.
2. Provision of public infrastructure sooner than would otherwise be required for a particular development project.
3. Construction of public infrastructure to serve commercial or industrial projects which will expand the City's employment and/or sales tax base.
4. Provision of new development that meets specific land use goals and objectives of the City.
5. Provision of maintenance or other authorized public services such as landscaping, lighting, storm drain, flood control or open space maintenance necessary to promote or maintain quality of life and public safety within existing or developing areas of the City.

### **AUTHORIZED PUBLIC FACILITIES**

Facilities eligible to be financed by a community facilities district must, upon the completion of the construction or acquisition thereof financed through such a community facilities district, be owned by the City, another public agency or a public utility and must have a useful life of five (5) years or more. The list of eligible facilities include, but are not limited to, the types of facilities specified in Government Code Section 53313, as it currently exists, or may hereafter be amended.

The funding of facilities to be owned, operated or maintained by public agencies other than the City shall be considered on a case-by-case basis. If such facilities are consistent with the approved land use plans for the proposed community facilities district, the City may consider entering into a joint community facilities agreement in order to permit the financing of such facilities through such community facilities district.

The City Council shall have the final determination as to the eligibility of any facility for financing.

### **PRIORITIZATION OF FACILITIES**

It is the policy of the City to give first priority to the provision of public facilities benefiting the City in any community facilities district established by the City. It is secondarily the policy of the City, in any community facilities district established by the City, to assist in the financing of other public facilities to be owned, operated or maintained by other public agencies or public utilities. The City Council shall have the final determination as to the prioritization of financing of any facilities.

### **AUTHORIZED PUBLIC SERVICES**

Except as provided in the following paragraph, public services proposed to be financed through a community facilities district may include such services as may be authorized by the Act. The City Council shall have the final determination as to the prioritization of financing of such services.

A community facilities district formed by the City may not finance public services provided by any other public agency.

## **SPECIAL TAX REQUIREMENTS**

### **Reasonable Basis of Apportionment.**

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. Exemptions from the special tax may be given to parcels which are publicly owned, are held by property owners associations, are used for a public purpose such as permanent open space or wetlands, or are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easement.

### **Maximum Special Taxes and Aggregate Tax and Assessment Burden.**

It is the policy of the City that 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 (1%) of the base sale price, i.e., excluding upgrades and lot premiums, of residential properties to be subject to the levy of the special tax (the "Developed Residential Properties"), determined prior to the issuance of special tax bonds for the community facilities district. The base sales price of such Developed Residential Properties shall be based upon (a) a price point analysis undertaken by a market absorption consultant retained by the City or (b) a price point analysis undertaken by a market absorption consultant retained by the applicant for a proposed community facilities district and which conclusions have been verified by a market absorption consultant retained by the City. As a distinct and separate requirement, the total of the following property taxes, assessments and special taxes described below, shall not exceed two (2%) of such base sales price of Developed Residential Properties:

- A. Ad valorem property taxes.
- B. Voter approved ad valorem property taxes in excess of one percent (1%) of the assessed value of the subject properties.
- C. The maximum annual special taxes levied by the community facilities district under consideration and any other community facilities district or other public agency.
- D. The annual assessment installments, including any administrative surcharge, for any existing assessment district where such assessment installments are utilized to pay debt service on bonds issued for such assessment district.
- E. Annual assessments levied within an assessment district to pay for maintenance or services.

The foregoing requirement shall apply not only to property taxes, assessments and special taxes which are being levied at the time of formation of the community facilities district but such additional property taxes, assessments and special taxes which have been authorized but not yet levied, as estimated by the City.

## **Rate and Method of Apportionment of Special Taxes.**

The rate and method of apportionment of the special tax for any community facilities district shall adhere to the following requirements:

A. The rate and method of apportionment for special taxes for a community facilities district must be structured so as to produce special tax revenues sufficient to (a) pay scheduled debt service on all bonds issued for the community facilities district (the "Bonds"), (b) pay annual services or maintenance expense if applicable, (c) pay amounts equal to existing or projected delinquencies in special tax payments, (d) fund any amounts required to establish or replenish any reserve fund established for such Bonds, and (e) pay reasonable and necessary annual administrative expenses of the community facilities district. Additionally, the rate and method of apportionment may be structured so as to produce amounts sufficient to fund (a) amounts to pay directly the costs of public facilities authorized to be financed by the community facilities district, (b) the accumulation of funds reasonably required for future debt service on Bonds, (c) remarketing, credit enhancement or liquidity fees, and (d) any other costs or payments permitted by law. The special tax revenues necessary to fund all required expenses or deposits for a community facilities district may be referred to as the "Special Tax Requirement."

B. In any case, the rate and method of apportionment must be structured such that the projected maximum special tax that could be levied in any fiscal year would produce special tax revenues at least equal to (a) 110% of projected annual debt service on all Bonds for the calendar year commencing in such fiscal year, plus (b) projected administrative expenses of the community facilities district for the calendar year commencing in such fiscal year.

C. A backup special tax shall be required for any Development Related CFD to protect against changes in density resulting in the generation of insufficient special tax revenues to pay annual debt service and administrative expenses. The City Council may additionally or alternatively require that as a condition of approval of the downsizing of the development in a Development Related CFD at the request of the applicant or the applicant's successor-in-interest, as applicable, must prepay such portion of the special tax obligation as may be necessary in the determination of the City to ensure that adequate debt service coverage exists with respect to any outstanding bonds or otherwise provides security in a form and amount deemed necessary by the City Council to provide for the payment of debt service on the bonds.

D. An option to permit the prepayment, in whole or in part, of the special tax obligation for an individual parcel shall be included in any rate and method of apportionment of special taxes to pay for public facilities. Such prepayment shall be permitted only if (a) the payment of all special taxes for such a parcel is current and (b) following such prepayment, the projected maximum special taxes that could be levied in any fiscal year on all remaining taxable property within the community facilities district will produce the special tax revenues required in paragraph B above. No prepayment shall be permitted of a special tax levied to finance authorized services or maintenance.

E. The expected maximum special tax to pay for public facilities shall be levied against any parcel used for private residential purposes in the first fiscal year that such parcel is taxed as developed property and such maximum special tax may not escalate.



F. The rate and method of apportionment of a special tax to pay for public facilities shall specify a fiscal year beyond which the special tax may not be levied on any parcel used for private residential purposes. In most cases, that final date will be ten (10) years after the stated maturity of any bonds issues. Such a special tax will cease to be levied when all bonds and the City's administrative costs have been paid. A special tax to pay for public services or maintenance shall have no termination date unless established by the City Council.

## **CREDIT QUALITY REQUIREMENTS FOR SPECIAL TAX BONDS**

### **Terms and Conditions of Special Tax Bonds.**

All terms and conditions of any special tax bonds issued by the City for any community facilities district, including, without limitation, the sizing, timing, term, interest rates, discount, redemption features, flow of funds, investment provisions and foreclosure covenants, shall be established by the City. Each special tax bond issue shall be structured to adequately protect bond owners and to avoid negatively impacting the City's access to the municipal bond market. Unless otherwise approved by the City Council, the following shall serve as minimum bond requirements:

A. A reserve fund shall be established for each bond issue to be funded out of the bond proceeds in an amount equal to 10% of the original proceeds of the bonds or such lesser amount as may be required by federal tax law.

B. Interest shall be capitalized for a bond issue only so long as necessary to place the special tax installments on the assessment roll; provided, however, interest may be capitalized for a term to be established in the sole discretion of the City Council on a case-by-case basis, not to exceed an aggregate of 18 months, taking into consideration the value-to-debt ratio, the expected timing of initial occupancies, expected absorption and buildout of the project, the expected construction and completion schedule for the public improvements to be funded from the proceeds of the bond issue in question, the size of the bond issue, the development pro forma and the equity position of the applicant and such other factors as the City Council may deem relevant. Irrespective of the term or amount of capitalized interest included in any bonds issued for a community facilities district, the expected maximum special tax shall be levied against any parcel used for private residential purposes in the first fiscal year such parcel is taxed as developed property.

C. In instances where multiple series of bonds are to be issued, the City shall determine what improvements shall be financed from the proceeds of each series of bonds.

D. The City shall not be required or expected to make any payment of the bonds out of its general funds or other available funds. The sole source of revenue for the payment of the bonds shall be the special taxes, capitalized interest, if any, and moneys on deposit in the reserve fund established for such bonds.

## **Credit Enhancement.**

Where a substantial amount of a property within a community facilities district is undeveloped at the time of issuance of Bonds for such community facilities district, the City may, in its discretion, require credit enhancement to increase the security of the Bonds, particularly where the value-to-debt ratio of a significant portion of the property in such community facilities district is less than 4:1, or in such other situations where the City determines such an increase in credit quality to be necessary, appropriate or prudent. Such credit enhancement will usually be in the form of an irrevocable standby letter of credit, will be required to be in an amount not less than 200% of the share of debt service allocable to the applicable developer owned parcels for which such credit enhancement is required and will be required to remain in effect until the share of debt service allocable to such developer owned parcels is less than 20% of the annual debt service on all outstanding bonds issued for such community facilities district. The credit enhancement will generally be required to be issued or guaranteed by an entity, the long term unsecured obligations of which are rated at least "A" by Moody's Investor Service or S&P Global Ratings.

## **REQUIRED-VALUE-TO-DEBT RATIO**

It is the policy of the City that the value-to-debt ratio, i.e., the full market value of the properties subject to the levy of special taxes, including the value of the improvements to be financed from the proceeds of the issue or series of special tax bonds for which the value-to-debt ratio is being computed, compared to the aggregate amount of the special tax lien proposed to be created plus any prior fixed assessment liens and/or special tax liens, for a community facilities district must be at least 4:1. A community facilities district with a value-to-debt ratio of less than 4:1 but equal to or greater than 3:1 may be approved, in the sole discretion of the City Council, upon a determination by the City Manager, after consultation with the Finance Director, the bond counsel, the underwriter and the financial advisor, that a value-to-debt ratio of less than 4:1 is financially prudent under the circumstances of the particular community facilities district. In addition, the City Council may, in its sole discretion, accept a form or forms of credit enhancement such as a letter of credit, bond insurance or the escrow of bond proceeds to offset a deficiency in the required value-to-debt ratio as it applies to the taxable property within the community facilities district in the aggregate or with respect to any development area.

The value-to-debt ratio shall be determined based upon the full market value of the properties subject to the levy of the special tax as shown on the ad valorem assessment roll or upon an appraisal of the properties proposed to be assessed. The City Manager may require that the value-to-debt ratio be determined by an appraisal if, in his judgment, the assessed values of the properties proposed to be assessed do not reflect the current full cash value of such properties. The appraisal shall be coordinated by, done under the direction of, and addressed to the City. The appraisal shall be undertaken by a state certified real estate appraiser, as defined in Business and Professions Code Section 11340. The appraiser shall be selected and retained by the City. The costs associated with the preparation of the appraisal report shall be paid by the applicant for the community facilities district, but shall be subject to possible reimbursement as provided for herein. The appraisal shall be conducted in accordance with assumptions and criteria established by the City, based upon the definitions, standards and assumptions contained in the following section.



## **APPRAISALS**

The definitions, standards and assumptions to be used in appraisals required in connection with the City's use of the Act for community facilities districts are as set forth in the Appraisal Standards for Land Secured Financings published by the California Debt Advisory Commission and originally dated May 1994 and modified July 2004 (the "CDIAC Guidelines").

Notwithstanding the foregoing, if there is a conflict between the definitions, standards or assumptions in the CDIAC Guidelines and the corresponding definitions, standards or assumptions in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation ("USPAP"), USPAP shall govern.

## **ABSORPTION STUDY**

An independent absorption study of any proposed residential development project within a proposed community facilities district, and in such other cases as may be appropriate, shall be required prior to the issuance of special tax bonds for such community facilities district. The independent absorption study shall be used (1) as a basis to verify proposed base pricing of the finished products (lots or completed buildings or dwelling units) subject to the levy of the special tax, (2) to determine the projected market absorption of such finished products and (3) as a basis for verification that sufficient special tax revenues can be generated to fund the Special Tax Requirement for the community facilities district. The City may require an independent absorption study of any proposed industrial or commercial development within a proposed community facilities district. Additionally, the projected absorption rates will be provided to the appraiser for use in the appraisal.

## **DISCLOSURE TO PROPERTY PURCHASERS IN DEVELOPMENT RELATED CFD'S**

The developer of property within a Development Related CFD who is selling lots, parcels or developed properties therein shall provide disclosure notice to prospective purchasers that complies with all of the requirements of the Act, including but not limited to Government Code Section 53341.5.

The applicant must keep an executed copy of each disclosure document and agree to provide a copy of all applicable executed disclosure documents to the City upon request.

## **PREFORMATION COST DEPOSITS AND REIMBURSEMENTS**

Except for those applications for community facilities districts where the City is the applicant, all City and consultant costs incurred in the proceedings to form a community facilities district and issue special tax bonds therefor will be paid by the applicant by advance deposit with the City of moneys sufficient to pay all such costs.

Each application for the formation of a community facilities district shall be accompanied by an initial deposit in an amount to be determined by the City Manager or the Director of Finance to be adequate to fund the evaluation of the application and undertake the proceedings to form the community facilities district and issue the special tax bonds therefor. The City Manager or the Director of Finance may, in his or her sole discretion, permit an applicant to make periodic

deposits to cover such expenses rather than a single lump sum deposit; provided, however, no preformation costs shall be incurred by the City in excess of the amount then on deposit for such purposes. If additional funds are required to pay required preformation costs, the City Manager or the Director of Finance may make written demand upon the applicant for such additional funds and the applicant shall deposit such additional funds with the City within seven (7) working days of the date of receipt of such demand. Upon the depletion of the funds deposited by applicant for preformation costs, all proceedings shall be suspended until receipt by the City of such additional funds as the City Manager or the Director of Finance may demand.

The deposits shall be used by the City to pay for costs and expenses incurred by the City incident to the evaluation of the application and the proceedings for the formation of the community facilities district and the issuance of the special tax bonds therefor, including, but not limited to, legal, special tax consultant, engineering, appraisal, market absorption, financial advisor, City administrative and staff costs and expenses, required notifications, printing and publication costs.

The City shall refund any unexpended and unencumbered portion of the deposits upon the occurrence of one of the following events:

- A. The formation of the community facilities district and the issuance of the special tax bonds for such community facilities district;
- B. The formation of the community facilities district or the issuance of the special tax bonds is disapproved by the City Council;
- C. The proceedings for the formation of the community facilities district and the issuance of the special tax bonds are abandoned at the written request of the applicant; or
- D. It is determined for some other reason that the special tax bonds may not be issued and sold.

Except as otherwise provided herein, the applicant shall be entitled to reimbursement of all amounts deposited with the City to pay for costs incident to the proceedings for the formation of the community facilities district and the issuance of the special tax bonds therefor upon the formation of the community facilities district and the successful issuance and sale of the special tax bonds for the community facilities district. Any such reimbursement shall be payable solely from the proceeds of the special tax bonds.

The City shall not accrue or pay interest on any moneys deposited with the City.

### **SELECTION OF CONSULTANTS**

The City shall select and retain all consultants necessary for the evaluation of any application and the proceedings for the formation of a community facilities district and the issuance of the special tax bonds therefor, including, but not limited to, special tax consultant, bond counsel, disclosure counsel, financial advisor, underwriter, appraiser, and market absorption analyst after consultation with the applicant.

## LAND USE APPROVALS

Properties proposed to be included in a Development Related CFD must have received such discretionary land use approvals as may, in the determination of the City, be necessary to enable the City to adequately evaluate the community facilities district including the properties to be included and the improvements proposed to be financed. The City will issue bonds secured by the levy of special taxes within a Development Related CFD only when (i) the properties included within such community facilities district have received those applicable discretionary land use approvals which would permit the development of such properties consistent with the assumptions utilized in the development of the rate and method of apportionment of the special taxes for such community facilities district and (ii) applicable environmental review has been completed. The final rate and method of apportionment of the special taxes approved at the time of the adoption of the resolution of formation of a community facilities district will be based upon the final map of the property within the community facilities district. Bond proceeds will only be released to the extent that such bonds are secured by the levy of special taxes on properties that require no further discretionary land use approvals or regulatory permits the denial of which could prohibit or delay the development of such property, including but not limited to, rough or finish grading, construction of both in tract and offsite public improvements, construction of all private improvements and/or the issuance of building permits for such property.

It is the policy of the City Council in granting approval for development such as zoning, specific plan or subdivision approval to grant such approval as a part of the City's ongoing planning and land use approval process. In granting such approval, the City reserves such rights as may be permitted by law to modify such approvals in the future as the City Council determines the public health, safety, welfare and interest may require. Such approval when granted is subject to a condition that the construction of any part of the development does not, standing alone, grant any rights to complete the development of the remainder of such development. Construction of public improvements to serve undeveloped land financed through a community facilities district shall not vest any rights to the then existing land use approvals for the property assessed for such improvements or to any particular level, type or intensity of development or use. Applicants for a Development Related CFD must include an express acknowledgment of this policy and shall expressly waive on their behalf and on behalf of their successors and assigns any cause of action at law or in equity including, but not limited to, taking or damaging of property, for reassessment of property or denial of any right protected by USC Section 1983 which might be applicable to the properties to be assessed.

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

**Item 13**

**MEETING DATE**

August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTEE AND ENERACT, LLC, FOR DEVELOPMENT OF REAL PROPERTY KNOWN AS PARCEL 3 OF PARCEL MAP 20177 LOCATED NORTH OF TOWN CENTER PARKWAY BETWEEN CUYAMACA STREET AND RIVERVIEW PARKWAY IN SANTEE, CALIFORNIA [ASSESSOR'S PARCEL NO. 381-050-66] (CINEMA PARCEL)

**DIRECTOR/DEPARTMENT** Marlene Best, City Manager

**SUMMARY**

On November 14, 2018, the City and Eneract, LLC entered into a Disposition and Development Agreement ("Agreement") for the development and operation by Eneract, LLC of a theater on the property known as Parcel 3 of Parcel Map 20177, located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway, also known as the Cinema Parcel ("Property"). On June 3, 2019, the City and Eneract, LLC amended the Agreement to extend the schedule of performance by 180 days. The City and Eneract, LLC now desire to execute a Second Amendment to the Agreement ("Second Amendment") to do the following:

- (1) specify that the Due Diligence Period will end fifteen (15) days after Eneract LLC receives a determination from the Department of Industrial Relations regarding certain prevailing wage requirements; and
- (2) indicate that the City agrees to bring forward for City Council consideration the formation of a Community Facilities District to serve as a funding mechanism for certain public improvements and development impact fees, including the development of the theater; and
- (3) revise the language related to the City's and Eneract, LLC's obligations regarding contributions to the Mission Gorge Road/Cuyamaca Road Street improvement Project.

Staff recommends that the City Council approve the attached Resolution authorizing the City Manager to execute the Second Amendment.

**ENVIRONMENTAL REVIEW** The City's approval of the Second Amendment does not constitute approval by the City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Developer's future use or development of the Property is expressly conditioned on CEQA compliance. City will conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Property.

**FINANCIAL STATEMENT** The City's approval of the Second Amendment does not have any financial impact on the City at this time.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MAB*  
Adopt the Resolution authorizing the City Manager to execute a Second Amendment to the Development and Disposition Agreement with Eneract, LLC for the development of the Cinema Parcel.

**ATTACHMENTS**      Resolution (with draft Second Amendment attached)

RESOLUTION NO. 2019-\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO  
THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
SANTEE AND ENERACT, LLC FOR DEVELOPMENT OF REAL PROPERTY  
KNOWN AS PARCEL 3 OF PARCEL MAP 20177 LOCATED NORTH OF  
TOWN CENTER PARKWAY BETWEEN CUYAMACA STREET  
AND RIVERVIEW PARKWAY IN SANTEE, CALIFORNIA  
[ASSESSOR'S PARCEL NO. 381-050-66] (CINEMA PARCEL)**

**WHEREAS**, the City and Eneract, LLC ("Developer") entered into that certain Disposition and Development Agreement, dated November 14, 2018 ("Agreement") for the development and operation by Eneract, LLC of a theater ("Project") on the property known as Parcel 3 of Parcel Map 20177, located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway, also known as the Cinema Parcel ("Property"); and

**WHEREAS**, the City and Developer executed that certain First Amendment to the Agreement, dated June 3, 2019, to extend the Due Diligence Period by 90 days, to expire on the two hundred and tenth (210th) day following the Escrow Opening Date; and

**WHEREAS**, the City and Developer now desire to revise certain provisions of the Agreement to (1) indicate that the Due Diligence Period will expire fifteen (15) days after the Developer receives a determination from the Department of Industrial Relations as to whether laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification; (2) indicate that the City will bring forward for City Council consideration the formation of a Community Facilities District to serve as a possible funding mechanism for certain public improvements, including the Project; and (3) revise the language related to the City's and Developer's obligations regarding payment of contributions to the Mission Gorge Road/Cuyamaca Street Improvements; and

**WHEREAS**, pursuant to Section 4.5 of the Agreement, the City Manager may approve an extension to the Schedule of Performance by up to 180 days administratively; and

**WHEREAS**, pursuant to Section 7.18.4 of the Agreement, the Parties may amend the Agreement by an amendment in writing signed by the authorized representative(s) of all Parties.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTEE  
RESOLVES AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**RESOLUTION NO. 2019-\_\_**

**Section 2. CEQA Compliance.** The City's approval of this Second Amendment to the Agreement does not constitute approval by the City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Property is expressly conditioned on CEQA compliance. City shall conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Property.

**Section 3. Approval of Amendment.** The City hereby approves the Second Amendment to the Agreement, in substantially the form attached to this Resolution as Exhibit "A," subject to any non-substantive revisions which do not increase the City's liability and are approved by the City Attorney, and authorizes the City Manager to execute the Second Amendment.

**Section 4. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 14th day of August, 2019, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**JOHN W. MINTO, MAYOR**

**ATTEST:**

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**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**

**RESOLUTION NO. 2019-\_\_\_**

**EXHIBIT "A"**  
**to**  
**Resolution No. 2019-\_\_\_**

Draft Second Amendment to the Disposition and Development Agreement

[Attached behind this cover page]

**SECOND AMENDMENT TO THE  
2018 DISPOSITION AND DEVELOPMENT AGREEMENT  
(CINEMA PARCEL)**

**between**

**THE CITY OF SANTEE  
a California charter city**

**and**

**ENERACT, LLC,  
a Texas limited liability company**



**SECOND AMENDMENT TO THE  
DISPOSITION AND DEVELOPMENT AGREEMENT**

(Cinema Parcel)

THIS SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (this "Second Amendment") is dated as of \_\_\_\_\_, 2019 for reference purposes only, and is entered into by and between the City of Santee, a California charter city ("City") and Eneract, LLC, a Texas limited liability company ("Developer") (collectively, the "Parties," and each a "Party"). The Parties enter into this Amendment with reference to the following recited facts (collectively, the "Recitals," and each a "Recital"):

**RECITALS**

A. The City owns 6.74 acres of real property ("Cinema Parcel") known as Parcel 3 of Parcel Map 20177 located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway in Santee, California, being Assessor's Parcel No. 381-050-66; County Parcel 2014-0156-A (the "Property"); and

B. The Developer desires to acquire the Property and construct Cinema Improvements for the development and operation by Developer of the Cinema Improvements consistent with the Deed Restrictions;

C. The City and Developer entered into that certain Disposition and Development Agreement, dated November 14, 2018, ("Agreement") for the sale and development of the Property;

D. City and Developer executed that certain First Amendment to the Agreement, dated June 3, 2019, to extend the Due Diligence Period by 90 days, to expire on the two hundred and tenth (210th) day following the Escrow Opening Date; and

E. The City and Developer now desire to revise certain provisions of the Agreement to indicate that the Due Diligence Period will expire fifteen (15) days after the Developer receives a determination from the Department of Industrial Relations as to whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification; to indicate that the City will commit to pursue funding the Project through a Community Facilities District; and to revise the language related to the City's and Developer's obligations regarding payment of contributions to the Mission Gorge Road/Cuyamaca Street Improvements.

F. Pursuant to Section 4.5 of the Agreement, the City Manager may approve an extension to the Schedule of Performance by up to 180 days administratively.

G. Pursuant to Section 7.18.4 of the Agreement, the Parties may amend the Agreement by an amendment in writing signed by the authorized representative(s) of all Parties.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Second Amendment by this reference.
2. Incorporation of Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this Second Amendment that are not specifically defined in this Second Amendment shall have the meaning ascribed to the same term, phrase, or word, respectively, in the Agreement.
3. Amendment to Agreement.

3.1 Section 1.1.27 of the Agreement is amended and restated to read as follows:

**1.1.27 "Due Diligence Period"** means the date commencing on the Escrow Opening Date and ending on the earlier of 5:00 p.m. on the fifteenth (15th) day following the date that the Developer receives a determination from the Department of Industrial Relations ("DIR") as to whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification or two hundred seventy (270) days from the Effective Date of this Second Amendment.

3.2 Section 6.4 is added to the Agreement to read as follows:

**6.4** The City hereby agrees to bring forward for consideration by the City Council the formation of a Community Facilities District ("CFD") to serve as a funding mechanism for certain public improvements and development impact fees for projects, including the Project. The Parties agree and acknowledge that all improvements constructed with CFD funds shall be constructed at prevailing wages and Developer shall repay the CFD for Project expenses pursuant to the formation documents. However, this Agreement does not guarantee successful formation of a CFD, or obligate or deem to obligate the City to approve the formation of a CFD. City retains its sole and unfettered discretion as to all decisions legally required when considering the formation of the CFD.

3.3 Section 2.6.7 is hereby amended and restated to read as follows:

**2.6.7 Mission Gorge Road/Cuyamaca Street Improvements.** Pursuant to the Santee Town Center Specific Plan and Amendments (TCSPA 04-01), development of the Property requires a fair share contribution to the Mission Gorge Road/Cuyamaca Road Street Improvement project. Following completion of an updated traffic study to determine the contribution amount attributable to the development of the Project (including the future restaurant site), the City shall make this contribution for this offsite public improvement up to, but not to exceed, an amount equal to the lesser of: (i) \$360,000 or (ii) 1.75% of the Project Costs (or such percentage of Project Costs as permitted by DIR) less the dollar amount of any other aspect of the Project that the DIR or a court of law determines constitutes "public works" for purposes of the prevailing wage law. Developer shall be responsible for the payment of any amount of the

contribution in excess of the limitation on the City's payment set forth in the preceding sentence. "Project Costs" means the total costs incurred by Developer and/or Movie Theatre Tenant in connection with acquiring the Property and constructing the Project in accordance with this Agreement, including but not limited to Construction Costs."

4. Effect on Agreement. All terms and conditions of the Agreement that are not modified by this Second Amendment shall remain unmodified, in full force and effect and binding on the Parties. This Second Amendment shall be enforceable and interpreted in accordance with a subject to all of the terms, provisions, conditions, covenants and agreements set forth in the Agreement, except as specifically and expressly modified in this Second Amendment.
5. Conflict. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Agreement, the terms and conditions of this Second Amendment shall control.
6. Counterparts. This Second Amendment may be signed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.
7. No Intended Third-Party Beneficiaries. None of the terms or provisions of this Second Amendment are intended to benefit any person or entity other than City or Developer.
8. Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment, without application of conflicts or choice of laws principles.
9. Interpretation. The terms, provisions, conditions, covenants, restrictions and agreements contained in this Second Amendment shall not be construed in favor of or against any Party, but shall be construed as if each Party prepared this Second Amendment.
10. Entire Agreement. The Agreement, as amended by this Second Amendment, represents the entire understanding between the Parties as to the subject matter of the Agreement, as so amended.
11. Effective Date. This Agreement shall be effective on the date last signed by all Parties following all required approvals.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO THE SECOND AMENDMENT TO THE  
2018 DISPOSITION AND DEVELOPMENT AGREEMENT  
(Cinema Parcel)**

IN WITNESS WHEREOF, the City and the Developer have executed this Second Amendment to the Disposition and Development Agreement (Cinema Parcel) by and through the signatures of their duly authorized representative(s) set forth below:

CITY:

DEVELOPER:

The City of Santee, a California charter city

Eneract LLC, a Texas limited liability company

By: \_\_\_\_\_  
Marlene Best, City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Annette Ortiz, City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Shawn Hagerty, City Attorney

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

**Item 14**

**MEETING DATE**

August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE**

**DETERMINATION OF FUTURE USE OF PARCEL 4 OF PARCEL MAP 18857  
(LIBRARY SITE)**

**DIRECTOR/DEPARTMENT**

Marlene Best, City Manager *for MMB*

**SUMMARY**

Through the Amended and Restated Disposition and Development Agreement (“DDA”) for Trolley Square, the City and the former Redevelopment Agency conveyed certain land to Vestar Kimco Santee LP (“Developer”) to construct Trolley Square. The DDA provided in Section 104 that as part of the Parcel Map to be processed by the Developer, the Developer had to “offer for dedication a site for the possible future construction of a library....provided, however, that if the City concludes that the designated site is not appropriate for the future construction of a library, and the City gives the Developer written notice of that decision, the library site shall be conveyed back to the City for use as designated by the City but in a manner consistent with Developer’s project . . . .” In 2001, the City approved Parcel Map No. 18857 related to Trolley Square. Parcel 4 on the Parcel Map is the area set aside for a future library site and subject to Section 104 of the DDA.

Despite the City’s diligent efforts, including an unsuccessful attempt to obtain State funding for the construction of a library on Parcel 4, Parcel 4 has proved to be unsuitable for a library site. However, Parcel 4 is suitable for other uses that complement the retail uses in the area and would help support the arts and entertainment uses that are contemplated near Trolley Square. For example, Parcel 4 may be a viable site for a future hotel use.

The City is working on other alternatives for the location of a new library in Santee. Sites with either public ownership or an owner willing to participate in library development could provide the best opportunity for a future library. Two of these are the proposed development on the former Santee School site, or the location of existing Fire Station 4 if a replacement station is constructed as part of a new Public Safety Center. Both have similar infrastructure available as at the current Parcel 4. Additional sites may also be possible for consideration. The largest hurdle has historically been funding.

Staff recommends that the Council conclude that Parcel 4 is not appropriate for the future construction of a library and direct the City Manager to provide written notice to the Developer. The City would then work with the Developer to have the property conveyed back to the City for a use such as a hotel that would be consistent with the adjacent uses.

**ENVIRONMENTAL REVIEW**

The City’s determination of the future use of Parcel 4 does not constitute approval by the City of any development of Parcel 4 or of other activity on Parcel 4 that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) The City will conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of Parcel 4.

**FINANCIAL STATEMENT**

The City’s determination of the future use of Parcel 4 does not have a financial impact on the City at this time.

**CITY ATTORNEY REVIEW**

N/A       Completed

**RECOMMENDATION**

Determine the future use of Parcel 4 of Parcel Map 18857 and provide direction to the City Manager, as appropriate.

**ATTACHMENT**

Parcel Map 18857

Parcel 4 Access Exhibit

# PARCEL MAP NO. 18857

SHEET 1 OF 14 SHEETS

## CITY OF SANTEE TPM 2001-01

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND SUBDIVIDED BY THIS MAP AND CONSENT TO THE PREPARATION AND RECORDATION OF THE MAP.

WE HEREBY MAKE AN IRREVOCABLE OFFER OF DEDICATION OF PARCEL 4 AS A SITE FOR FUTURE CONSTRUCTION OF A PUBLIC LIBRARY SUBJECT TO THE CONDITIONS SET FORTH IN THE AMENDED AND RE-STATEMENT AND DEVELOPMENT AGREEMENT BY AND AMONG THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTEE, THE CITY OF SANTEE AND VESTAR DEVELOPMENT II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY EFFECTIVE MAY 10, 2001, AND DATED FOR IDENTIFICATION PURPOSES AS OF THE 28TH DAY OF MARCH 2001.

WE HEREBY DEDICATE TO THE PUBLIC, A PORTION OF MISSION GORGE ROAD, A PORTION OF CUYAMACA STREET, A PORTION OF TOWN CENTER PARKWAY, A PORTION OF OVIC CENTER DRIVE, AND A PORTION OF STREET B FOR PUBLIC STREET PURPOSES AND RELINQUISH AND WAIVE ABUTTERS RIGHT OF ACCESS IN AND TO CUYAMACA STREET, TOWN CENTER PARKWAY, AND MISSION GORGE ROAD, EXCEPTING THEREFROM DRIVEWAY OPENINGS 7 THROUGH 7 AND TO THE SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD EASEMENT AS SHOWN HEREON.

WE HEREBY DEDICATE TO THE CITY OF SANTEE A TRAFFIC SIGNAL EASEMENT OVER, UPON, ACROSS AND UNDER THE HERINAFTER DESCRIBED REAL PROPERTY AS DELINEATED ON THIS MAP. SAID EASEMENT IS DEDICATED SUBJECT TO THE PROVISIONS STATED ON SHEET 2 OF THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF SANTEE A DRAINAGE EASEMENT OVER, UPON, ACROSS AND UNDER THE HERINAFTER DESCRIBED REAL PROPERTY AS DELINEATED ON THIS MAP. SAID EASEMENT IS DEDICATED SUBJECT TO THE PROVISIONS STATED ON SHEET 2 OF THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF SANTEE A CLEAR SPACE EASEMENT OVER, UPON, ACROSS AND UNDER THE HERINAFTER DESCRIBED REAL PROPERTY AS DELINEATED ON THIS MAP. SAID EASEMENT IS DEDICATED SUBJECT TO THE PROVISIONS STATED ON SHEET 2 OF THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF SANTEE A LANDSCAPE AND PUBLIC ACCESS EASEMENT OVER, UPON, ACROSS AND UNDER THE HERINAFTER DESCRIBED REAL PROPERTY AS DELINEATED ON THIS MAP. SAID EASEMENT IS DEDICATED SUBJECT TO THE PROVISIONS STATED ON SHEET 2 OF THIS MAP.

WE ("GRANTOR") HEREBY DEDICATE TO PADRE DAM MUNICIPAL WATER DISTRICT ("GRANTEE"), A MUNICIPAL WATER DISTRICT OF THE STATE OF CALIFORNIA, A PERMANENT EASEMENT FOR THE PURPOSE OF CONSTRUCTING, OPERATING, REPAIRING, AND REPLACING UNDERGROUND WATER PIPELINES AND LATERALS, WATER METERS, VALVES, MAIN SEWER LINES, SEWER TRUNK LINES, COLLECTION LINES AND LATERALS, SEWER MANHOLES AND OTHER UNDERGROUND AND SURFACE STRUCTURES APPURTENANT TO SAID WATER AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES AND FOR ACCESS TO OTHER FACILITIES OR LANDS OF THE GRANTEE WHETHER SAID FACILITIES OR LANDS ARE WITHIN OR WITHOUT THE BOUNDARIES OF THIS SUBDIVISION, ALL AS SHOWN ON THIS MAP. SAID EASEMENT IS HEREBY DEDICATED SUBJECT TO THOSE COVENANTS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 19, 1998, AS DOCUMENT NO. 1998-0085898 OF OFFICIAL RECORDS.

COMMUNITY DEVELOPMENT COMMISSION, FORMERLY KNOWN AS SANTEE REDEVELOPMENT AGENCY, OWNER

*Keith Till*  
KEITH TILL, EXECUTIVE DIRECTOR  
CITY OF SANTEE  
COMMUNITY DEVELOPMENT COMMISSION

CITY CLERK'S OFFICE

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF SANTEE

ON December 1, 2001, BEFORE ME, THE UNDERSIGNED CITY CLERK, PERSONALLY APPEARED KEITH TILL, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THIS INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AS EXECUTIVE DIRECTOR OF THE CITY OF SANTEE COMMUNITY DEVELOPMENT COMMISSION, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE EXECUTED THE INSTRUMENT ON BEHALF OF THE CITY OF SANTEE.

WITNESS MY HAND AND OFFICIAL SEAL  
*Dora Rouniger*  
DORA ROUNIGER  
CITY CLERK OF THE CITY OF SANTEE

BEING A SUBDIVISION OF ALL THAT PORTION OF LOTS 1 AND 2 IN BLOCK 11 AND OF LOTS 4 AND 5 IN BLOCK 3 OF LOTS "H" AND "O" OF THE RANCHO EL CAJON, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1956, TOGETHER WITH THAT PORTION OF LAKESIDE AVENUE VAGATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAID SAN DIEGO COUNTY, A COPY OF SAID ORDER BEING RECORDED IN BOOK 32, PAGE 26 OF SAID SUPERVISORS' RECORDS.

FOR COMPLETE METES AND BOUND LEGAL DESCRIPTION OF THIS SUBDIVISION SEE CERTIFIED TITLE COMPANY DESCRIPTION AND REPORT ON FILE IN THE OFFICE OF THE CITY ENGINEER.

THE SUBDIVISION GUARANTEE FOR THIS SUBDIVISION IS FURNISHED BY CHICAGO TITLE COMPANY AS ORDER NO. 13038259-UJ3 DATED OCTOBER 31, 2001 AND ORDER NO. 13038259A-UJ3, DATED NOVEMBER 2, 2001

THE SIGNATURE OF COUNTY OF SAN DIEGO, A POLITICAL DIVISION OF THE STATE OF CALIFORNIA, OWNER OF AN EASEMENT FOR SEWER PIPE OR PIPELINES RECORDED FEBRUARY 9, 1996, AS DOCUMENT NO. 17753 IN BOOK 5970 PAGE 588 OF OFFICIAL RECORDS AND FOR HIGHWAY SLOPES AND DRAINAGE RECORDED JANUARY 7, 1975 AS FILE NO. 75-003819 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF PADRE DAM MUNICIPAL WATER DISTRICT, A STATE AGENCY, OWNER OF EASEMENTS FOR SEWER AND WATER FACILITIES RECORDED APRIL 17, 1959, AS DOCUMENT NO. 78004 IN BOOK 7511 PAGE 438 OF OFFICIAL RECORDS, RECORDED MARCH 18, 1959 AS DOCUMENT NO. 51726 IN BOOK 7549 PAGE 293 OF OFFICIAL RECORDS AND RECORDED JULY 28, 1995 AS FILE/PAGE NO. 1995-0324573 OF OFFICIAL RECORDS HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATE OWNER OF EASEMENTS FOR GAS, ELECTRIC AND COMMUNICATION FACILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS RECORDED MARCH 20, 1961 AS FILE/PAGE NO. 205889, RECORDED SEPTEMBER 18, 1962 AS FILE/PAGE 160680 AND RECORDED AUGUST 1, 1995 AS FILE/PAGE NO. 1995-0328542 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF LAKESIDE SANITATION DISTRICT OWNER OF EASEMENTS FOR SEWER FACILITIES RECORDED MARCH 27, 1974 AS FILE/PAGE 741-078380 AND APRIL 23, 1976 AS FILE/PAGE NO. 75-024732 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF CITY OF SANTEE, A MUNICIPAL SUBDIVISION OF THE STATE OF CALIFORNIA, OWNER OF EASEMENTS FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 25, 1988 AS FILE/PAGE NO. 86-427062 AND RECORDED DECEMBER 23, 1988 AS FILE/PAGE NO. 86-503363 OF OFFICIAL RECORDS OF THE STATE OF CALIFORNIA HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, OWNER OF AN EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, USE, OPERATION AND/OR REMOVAL OF RAILROAD, RAIL AND RAILROAD RELATED EQUIPMENT AND FACILITIES RECORDED DECEMBER 2, 1987, AS FILE NO. 1987-0807380 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (c)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

WE, TIM K. McDERMOTT, DIRECTOR OF FINANCE, AND CARY P. STEWART, CITY ENGINEER, BOTH OF THE CITY OF SANTEE, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID BONDS ISSUED UNDER THE STREET IMPROVEMENT ACTS OF THE STATE OF CALIFORNIA AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF, SHOWN ON THE AMENDED MAP AND DESCRIBED IN THE CAPTION THEREOF.

*Tim K. McDermott* 12/1/01  
TIM K. McDERMOTT  
DIRECTOR OF FINANCE  
DATE  
*Cary P. Stewart* 12/1/01  
CARY P. STEWART  
CITY ENGINEER  
DATE

I, THOMAS J. PASTUSZKA, CLERK OF THE BOARD OF SUPERVISORS HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE) REGARDING (a) DEBITS FOR TAXES AND (b) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

THOMAS J. PASTUSZKA  
CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

APPROVED AS TO FORM  
*Scott Smith*  
SCOTT SMITH  
CITY ATTORNEY  
DATE

THIS IS TO CERTIFY THAT THE REAL PROPERTY INTEREST(S) AS SHOWN ON THIS MAP AND DEDICATED TO PADRE DAM MUNICIPAL WATER DISTRICT IS (ARE) HEREBY ACCEPTED BY THE ORDER OF THE BOARD OF DIRECTORS OF PADRE DAM MUNICIPAL WATER DISTRICT, BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF DIRECTORS PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 97-31 ADOPTED MAY 27, 1997, AND PADRE DAM MUNICIPAL WATER DISTRICT CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATE *12/1/01* BY *Roland D. Rossmiller*  
ROLAND D. ROSSMILLER, P.E.  
DIRECTOR OF ENGINEERING AND PLANNING

I, CARY P. STEWART, CITY ENGINEER OF THE CITY OF SANTEE, HEREBY APPROVE THIS PARCEL MAP AND ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, A PORTION OF MISSION GORGE ROAD, A PORTION OF CUYAMACA STREET, A PORTION OF TOWN CENTER PARKWAY, A PORTION OF OVIC CENTER DRIVE, AND A PORTION OF STREET B FOR PUBLIC STREET PURPOSES AND THE RELINQUISHMENT AND WAIVER OF ABUTTERS RIGHT OF ACCESS IN AND TO CUYAMACA STREET, TOWN CENTER PARKWAY, AND MISSION GORGE ROAD, AND THE CLEAR SPACE EASEMENT, THE DRAINAGE EASEMENT, THE TRAFFIC SIGNAL EASEMENT, THE LANDSCAPE AND PUBLIC ACCESS EASEMENT, ALL AS SHOWN ON SAID MAP. I ALSO REJECT ON BEHALF OF THE CITY PARCEL 4 AS A FUTURE SITE FOR A PUBLIC LIBRARY.

NOTE: SECTION 66472.2 OF THE GOVERNMENT CODE OF CALIFORNIA PROVIDES THAT A REJECTED OFFER OF DEDICATION SHALL REMAIN OPEN AND SUBJECT TO FUTURE ACCEPTANCE BY THE CITY.

*Cary P. Stewart* 12/1/01  
CARY P. STEWART  
CITY ENGINEER  
DATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF VESTAR DEVELOPMENT COMPANY AND SANTEE REDEVELOPMENT AGENCY ON AUGUST 8 - 10, 2001, AND THE MONUMENTS ARE OF THE CHARACTER INDICATED AND OCCUPY THE POSITIONS SHOWN THEREON. I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND AT POSITIONS INDICATED BY THE LEGEND IN THIS MAP WITHIN 30 DAYS AFTER COMPLETION OF THE REQUIRED IMPROVEMENTS, AND ALL SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. (SEE LEGEND ON SHEET NO. 3).

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

*Keith L. Keefer* 12-04-01  
KEITH L. KEEFER  
RCE NO. 31138  
EXPIRES ON 6/30/2004  
DATE



I, CARY P. STEWART, CITY ENGINEER OF THE CITY OF SANTEE, CERTIFY I HAVE EXAMINED THIS PARCEL MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF. THIS PARCEL MAP COMPLES WITH THE PROVISIONS OF SANTEE MUNICIPAL CODE AND THIS SUBDIVISION MAP ACT.

*Cary P. Stewart* 12/7/01  
CARY P. STEWART, P.E.  
CITY ENGINEER  
DATE



I, ERIC NELSON, CONTRACT CITY LAND SURVEYOR STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THIS PARCEL MAP IS TECHNICALLY CORRECT.

*Eric Nelson* 12-06-01  
ERIC NELSON, SLS 5583  
CONTRACT CITY LAND SURVEYOR  
DATE



FILE NO. 2001-0904572

I, GREGORY J. SMITH, RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED THIS MAP FILED AT THE REQUEST OF \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF December, 2001 AT 8:25 O'CLOCK P.M.

GREGORY J. SMITH  
COUNTY RECORDER  
BY *Gregory J. Smith* 12-10-01  
DEPUTY COUNTY RECORDER  
DATE

FEES: 834.00 M.F.

487-2 MAP 01.dwg 12-01 105751

Latitude 33 Planning and Engineering  
4855 Paramount Drive, Second Floor  
San Diego, CA 92128  
858-751-0833 Fax 858-751-0834

GRADING PLAN G-701  
CALIF COORD INDEX 242-1773

TPM 2001-01



CITY OF SANTEE TPM 2001-01

STATE OF CALIFORNIA )  
 )  
 )  
 COUNTY OF SAN DIEGO )

ON \_\_\_\_\_ BEFORE ME \_\_\_\_\_  
NOTARY PUBLIC, PERSONALLY APPEARED  
 PERSONALLY KNOWN TO ME OR  PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS / HER / THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

(PRINT NOTARY'S NAME) \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_ 20\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
 )  
 COUNTY OF SAN DIEGO )

ON \_\_\_\_\_ BEFORE ME \_\_\_\_\_  
NOTARY PUBLIC, PERSONALLY APPEARED  
 PERSONALLY KNOWN TO ME OR  PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS / HER / THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

(PRINT NOTARY'S NAME) \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_ 20\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
 )  
 COUNTY OF SAN DIEGO )

ON DECEMBER 7, \_\_\_\_\_ 2001  
BEFORE ME, COURTNEY MAEL, NOTARY PUBLIC

PERSONALLY APPEARED, ROLAND D. ROSSMUELER, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE Courtney Mael  
PRINT NAME COURTNEY MAEL  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPLE PLACE OF BUSINESS IS COUNTY OF SAN DIEGO  
MY COMMISSION EXPIRES Feb. 14, 2005

LANDSCAPE AND PUBLIC ACCESS EASEMENT - PROVISIONS OF DEDICATION

SAID EASEMENT IS DEDICATED FOR LANDSCAPING AND PUBLIC ACCESS, INCLUDING THE PEDESTRIAN DROP OFF AREA ON STREET 2, UPON, THROUGH, UNDER, OVER AND ACROSS THE HEREINAFTER DESCRIBED REAL PROPERTY FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, RECONSTRUCTION, AND INSPECTION OF WALKWAYS, BIKEPATHS, LANDSCAPING AND BRIGATION TOGETHER WITH ALL STRUCTURES INCIDENTAL THERETO AND THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, SIGNS, AND ANY OTHER OBSTRUCTION WHATSOEVER INTERFERING WITH THE USE OF SAID EASEMENT BY THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, TO HAVE AND HOLD SAID EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION THEREOF, TO OTHER PUBLIC AGENCIES.

THE GRANTEE AGREES THAT NOTHING SHALL BE INSTALLED, ERRECTED, PLACED, OR PLANTED WITHIN THE LIMITS OF SAID EASEMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE GRANTEE.

THE GRANTEE SHALL MAINTAIN ALL WALKWAYS, BIKEPATHS, LANDSCAPING, AND IRRIGATION AND PAY ALL ASSOCIATED IRRIGATION COSTS FOR IRRIGATION OF THE LANDSCAPING WITHIN THE LIMITS OF THE EASEMENT, KEEPING IN GOOD REPAIR THE ABOVE DESCRIBED IMPROVEMENTS.

THERE IS RESERVED TO THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, THE RIGHT AND PRIVILEGE TO USE THE ABOVE DESCRIBED LAND OF THE GRANTEE AT ANY TIME, IN ANY MANNER AND FOR ANY PURPOSE NOT INCONSISTENT WITH THE FULL USE AND ENJOYMENT BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF THE RIGHTS AND PRIVILEGES HEREIN GRANTED.

CLEAR SPACE EASEMENT - PROVISIONS OF DEDICATION

SAID CLEAR SPACE EASEMENT IS DEDICATED TO ENSURE NOTHING SHALL BE ERRECTED, PLACED, PLANTED OR ALLOWED TO GROW EXCEEDING 3.5 FEET IN HEIGHT, TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, UNDERGROWTH, AND ANY OTHER OBSTRUCTION WHATSOEVER INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, TO HAVE AND HOLD SAID EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION THEREOF, TO OTHER PUBLIC AGENCIES.

THERE IS RESERVED TO THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, THE RIGHT AND PRIVILEGE TO USE THE ABOVE DESCRIBED LAND OF THE GRANTEE AT ANY TIME, IN ANY MANNER AND FOR ANY PURPOSE NOT INCONSISTENT WITH THE FULL USE AND ENJOYMENT BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF THE RIGHTS AND PRIVILEGES HEREIN GRANTED.

TRAFFIC SIGNAL EASEMENT - PROMISION OF DEDICATION

SAID TRAFFIC SIGNAL EASEMENT IS DEDICATED FOR THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF A TRAFFIC SIGNAL AND APPURTENANT EQUIPMENT INCLUDING BUT NOT LIMITED TO LOOPS, CONDUITS, PULL BOXES, POLES, CONTROLLER CABINETS AND PAVEMENT STRIPING TOGETHER WITH THE RIGHT TO REMOVE BUILDINGS, STRUCTURES, SIGNS, AND ANY OTHER OBSTRUCTION WHATSOEVER INTERFERING WITH THE USE OF SAID EASEMENT BY THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, TO HAVE AND HOLD SAID EASEMENT UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION THEREOF, TO OTHER PUBLIC AGENCIES.

THERE IS RESERVED TO THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, THE RIGHT AND PRIVILEGE TO USE THE ABOVE DESCRIBED LAND OF THE GRANTEE AT ANY TIME, IN ANY MANNER AND FOR ANY PURPOSE NOT INCONSISTENT WITH THE FULL USE AND ENJOYMENT BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF THE RIGHTS AND PRIVILEGES HEREIN GRANTED.

DRAINAGE EASEMENT - PROVISIONS OF DEDICATION

SAID DRAINAGE EASEMENT IS DEDICATED FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, RECONSTRUCTION AND INSPECTION OF AN ENCLOSED STORM DRAINAGE SYSTEM INCLUDING ANY AND ALL STRUCTURES AND APPURTENANCES INCIDENTAL THERETO DESIGNED TO CONVEY STORM WATER RUNOFF THROUGH THE PROPERTY OF THE GRANTEE, TOGETHER WITH THE RIGHT TO HAVE AND HOLD SAID EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER AND TO CONVEY SAID EASEMENT, OR ANY PORTION THEREOF, TO OTHER PUBLIC AGENCIES.

THE GRANTEE SHALL NOT CONSTRUCT BUILDINGS OR STRUCTURES, INSTALL TREES OR BUSHES, OR OTHERWISE OBSTRUCT IN ANY FASHION WHATSOEVER THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE, ITS SUCCESSORS OR ASSIGNS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE GRANTEE AS DEMONSTRATED BY ISSUANCE OF AN ENCROACHMENT PERMIT ISSUED BY THE GRANTEE. THE GRANTEE SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO REMOVE ANY BUILDINGS, STRUCTURES, TREES, BUSHES OR OTHER OBSTRUCTION THAT INTERFERE WITH THE RIGHT OF THE GRANTEE TO USE SAID EASEMENT AND RIGHT-OF-WAY.

THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR MAINTAINING AND KEEPING IN GOOD REPAIR THE ABOVE DESCRIBED WORKS AND SHALL HAVE A RIGHT-OF-ENTRY UPON THE PROPERTY OF THE GRANTEE FOR THE PURPOSES OF INSPECTING, OPERATING, MAINTAINING, AND KEEPING IN GOOD REPAIR THE ABOVE DESCRIBED WORKS OF IMPROVEMENT.

THERE IS RESERVED TO THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, THE RIGHT AND PRIVILEGE TO USE THE ABOVE DESCRIBED LAND OF THE GRANTEE AT ANY TIME, IN ANY MANNER AND FOR ANY PURPOSE NOT INCONSISTENT WITH THE FULL USE AND ENJOYMENT BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF THE RIGHTS AND PRIVILEGES HEREIN GRANTED.

427-2 MAP 02.dwg 12-4-01 10:55:51 am EST

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

SHEET 3 OF 14 SHEETS

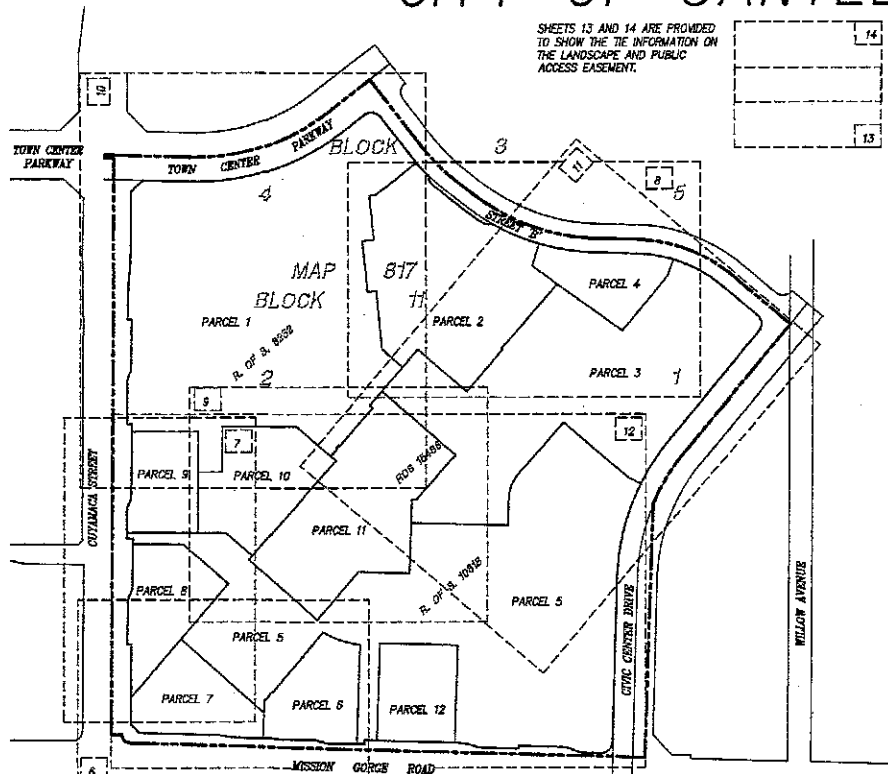
### PROCEDURE OF SURVEY

#### LEGEND

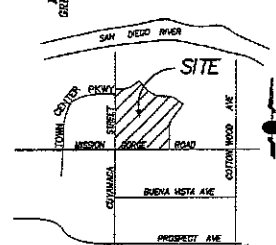
- 10 INDICATES SHEET NUMBER FROM WHICH AREA ON KEY MAP IS DETAILED
- INDICATES PARCEL MAP BOUNDARY
- INDICATES STREET CENTER LINE
- INDICATES PARCEL LINE
- INDICATES FOUND MONUMENT AS NOTED
- (R) INDICATES RADIAL BEARING
- INDICATES SET 3/4" x 18" IRON PIPE WITH BRASS DISC STAMPED "RCE 31138"
- ▲ INDICATES FOUND STANDARD WELL MONUMENT AS NOTED HEREON
- △ INDICATES WILL SET STREET SURVEY CONTROL MONUMENT PER STANDARD DRAWING M-17 WITH DISC STAMPED "RCE 31138"
- ⊙ INDICATES SET 2" x 24" IRON PIPE WITH DISC STAMPED "RCE 31138"
- INDICATES SET DISC IN PAVEMENT STAMPED "RCE 31138"
- ////// INDICATES ACCESS RIGHTS RELINQUISHED AND WAIVED
- DEED 1 INDICATES DATA PER EASEMENT DEED RECORDED 12-02-97 AS DOC. NO. 1987-0607590 O.R.
- DEED 2 INDICATES DOCUMENT CONVEYING LAND TO THE GROSSMONT UNION HIGH SCHOOL DISTRICT RECORDED 02-09-56 DOCUMENT 17703 IN BOOK 5970 PG. 568 O.R.
- DEED 3 INDICATES ROAD EASEMENT DOCUMENT TO THE CITY OF SANTEE FROM THE COUNTY OF SAN DIEGO PER DOC. REC. 12/29/01 AS FILE NO. 2001-0904572 O.R.
- [ ] INDICATES RECORD DATA PER RECORDED DEED DOCUMENT NOTED IN (Ⓢ) OF THIS LEGEND
- [ ] INDICATES RECORD DATA PER RECORDED DEED DOCUMENT NOTED IN (Ⓢ) OF THIS LEGEND
- ( ) INDICATES RECORD DATA AS NOTED

THIS MAP CONTAINS 50.81 ACRES GROSS

- Ⓐ INDICATES EASEMENT FOR PUBLIC HIGHWAY TO THE CITY OF SANTEE FOR MISSION GORGE ROAD AND CUYAMACA STREET RECORDED 03-29-86 AS FILE NO. 86-427062 O.R. AND 86-427063 O.R.
- Ⓑ INDICATES PROPERTY DESCRIBED AS PARCELS NO. 97-0409-A & 97-0409-B IN DEED TO THE CITY OF SANTEE FROM THE COUNTY OF SAN DIEGO PER DOC. RECORDED 12/10/01 AS FILE NO. 2001-0904572 O.R.
- Ⓒ INDICATES PROPERTY DESCRIBED AS PARCEL NO. 97-0411-A IN DEED TO THE COUNTY OF SAN DIEGO FROM THE CITY OF SANTEE PER DOC. RECORDED 12/10/01 AS FILE NO. 2001-0904572 O.R.
- Ⓓ INDICATES PORTION OF TOWN CENTER PARKWAY DEDICATED TO THE CITY OF SANTEE PER ROAD EASEMENT PER PARCEL 1 OF DEED 3
- Ⓔ INDICATES PORTION OF STREET 'B' (REFERRED TO AS TRANSIT WAY AND STREET 'A' BY VARIOUS DOCUMENTS OF RECORD) RESERVED FOR PUBLIC STREET PURPOSES PER DEED DESCRIBED IN (Ⓒ) ABOVE.
- Ⓕ INDICATES PORTION OF CIVIC CENTER DRIVE DEDICATED TO THE CITY OF SANTEE PER ROAD EASEMENT PER DEED 3.
- Ⓖ INDICATES PORTION OF CIVIC CENTER DRIVE DEDICATED HEREON
- Ⓗ INDICATES PORTION OF STREET 'B' (REFERRED TO AS TRANSIT WAY AND STREET 'A' BY VARIOUS DOCUMENTS OF RECORD) DEDICATED HEREON
- Ⓘ INDICATES PORTION OF TOWN CENTER PARKWAY DEDICATED HEREON
- Ⓛ 20' WATER EASEMENT DEDICATED TO AND ACCEPTED BY PADRE DAM MUNICIPAL WATER DISTRICT
- Ⓜ 25' WIDE DRAINAGE EASEMENT TO THE CITY OF SANTEE GRANTED HEREON
- Ⓝ PUBLIC ACCESS AND LANDSCAPE MAINTENANCE EASEMENT TO THE CITY OF SANTEE GRANTED HEREON SEE SHEETS 13 & 14 FOR DIMENSIONS
- Ⓟ SEWER EASEMENT DEDICATED TO AND ACCEPTED BY PADRE DAM MUNICIPAL WATER DISTRICT.
- Ⓠ SEWER EASEMENT TO LAKESIDE SANITATION DISTRICT BY SEPARATE DOCUMENT
- Ⓡ CENTERLINE EXISTING 15' WIDE EASEMENT TO LAKESIDE SANITATION DISTRICT FOR SEWER PER DOC REC. 3-27-74 AS FILE NO. 74-078390 O.R.
- Ⓢ CENTERLINE EXISTING 15' WIDE EASEMENT TO LAKESIDE SANITATION DISTRICT FOR SEWER PER DOC REC. 4-23-75 AS FILE NO. 75-094732 O.R.
- Ⓣ CENTERLINE EXISTING 10' WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT FOR PUBLIC SEWER PER DOC NO. 76804 REC. 4-17-59 O.R.
- Ⓤ CENTERLINE EXISTING 10' WIDE EASEMENT TO SANTEE COUNTY WATER DISTRICT FOR PUBLIC SEWER PER DOC NO. 51286 RECORDED IN BOOK 7548, PG 293 O.R. ON 3-16-59
- Ⓡ CENTERLINE EXISTING 10' WIDE EASEMENT TO COUNTY OF SAN DIEGO FOR PUBLIC SEWER PER DOC 17785 RECORDED IN BOOK 5970, PAGE 568 O.R. ON 2-9-56.
- Ⓡ 10' EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY FOR PUBLIC UTILITIES PER DOCUMENT FILE/PAGE NO. 205680 O.R. RECORDED 11-29-81.
- Ⓡ 12' EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY FOR PUBLIC UTILITIES PER DOCUMENT FILE/PAGE 160680 O.R. RECORDED 9-18-62.
- Ⓡ 5' EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY FOR PUBLIC UTILITIES PER DOCUMENT FILE/PAGE 1995-0329542 O.R. RECORDED 8-01-95.
- Ⓡ EASEMENT TO PADRE DAM MUNICIPAL WATER DISTRICT FOR UNDERGROUND WATER PIPELINES AND APPURTENANTS PER DOCUMENT FILE/PAGE 1995-0324973 O.R. RECORDED 7-29-95.
- Ⓡ TRAFFIC SIGNAL EASEMENT TO THE CITY OF SANTEE GRANTED HEREON
- Ⓡ CLEAR SPACE EASEMENT TO THE CITY OF SANTEE GRANTED HEREON



#### KEY MAP



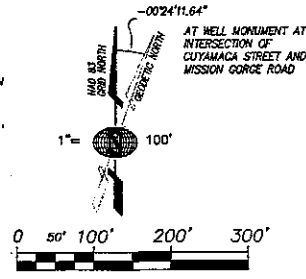
VICINITY MAP  
NO SCALE

#### MONUMENTATION NOTES

ALL PARCEL CORNERS WILL BE MONUMENTED BY A 3/4" x 18" IRON PIPE AND DISC STAMPED "RCE 31138", EXCEPT AS NOTED ON THE MAP. ALL POINTS OF CURVE OF THE SIDELINES OF STREETS WILL BE MONUMENTED BY 3/4" x 18" IRON PIPE AND A DISC STAMPED "RCE 31138", EXCEPT AS NOTED ON THE MAP.

#### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 83, ZONE 6, AS DETERMINED LOCALLY BY A LINE BETWEEN STATION "COMLES" AND STATION "SANTEE" AS SHOWN ON RECORD OF SURVEY MAP NO. 11252, AND HAVING A BEARING OF NORTH-32°48'21" EAST. SAID BEARING AND THE BEARINGS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM 83, ZONE 6, QUOTED BEARINGS FROM REFERENCED MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.



427-2, MAP 03.dwg, 12-5-01, 91150, on EST

Latitude 33 Planning and Engineering  
4882 Farmington Drive, Second Floor  
San Diego, CA 92123  
858-751-0633 Fax 858-751-0834

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CALIF COORD INDEX 242-1773

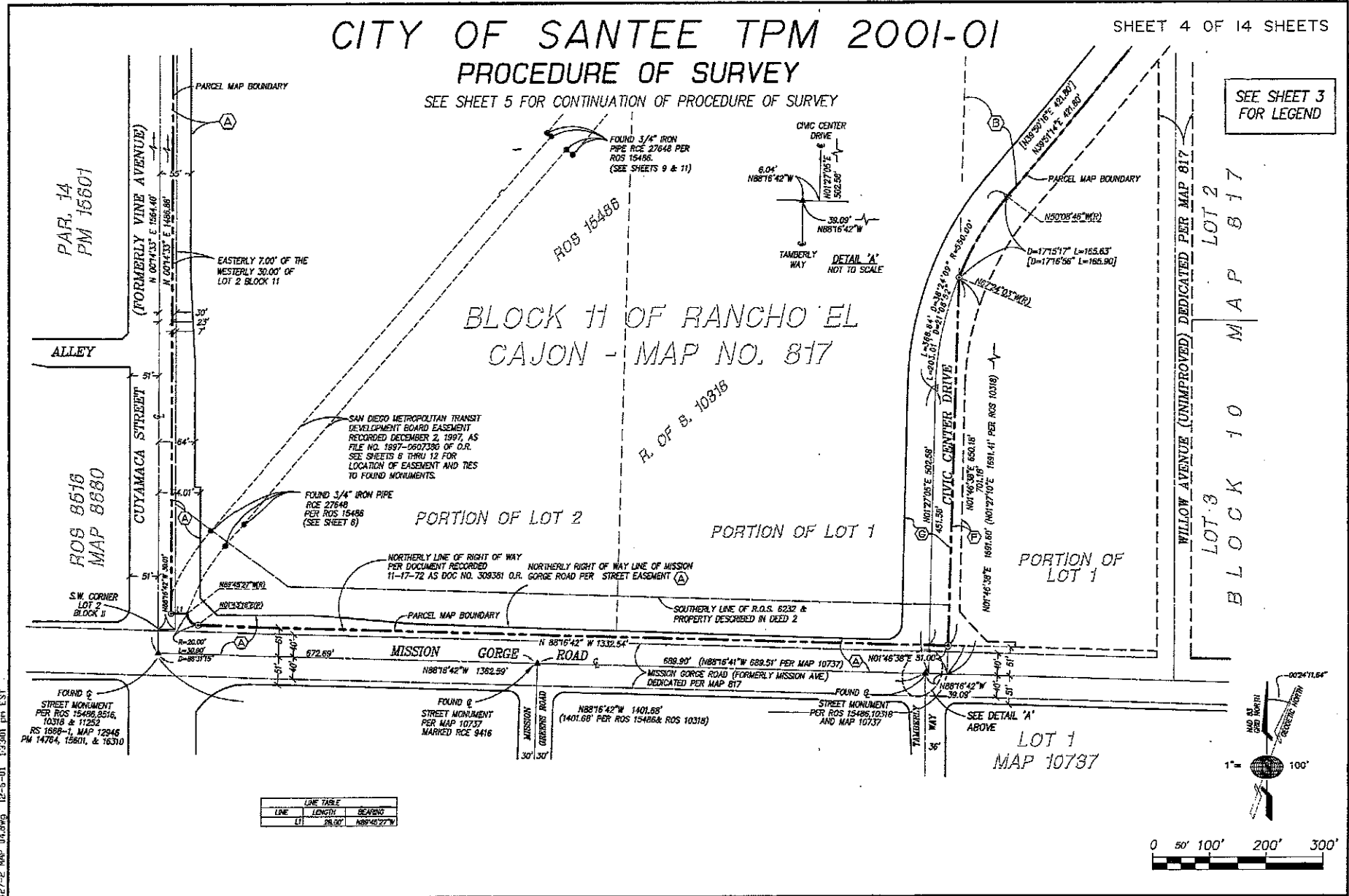
TPM 2001-01



CITY OF SANTEE TPM 2001-01  
**PROCEDURE OF SURVEY**

SEE SHEET 5 FOR CONTINUATION OF PROCEDURE OF SURVEY

SEE SHEET 3 FOR LEGEND



BLOCK 11 OF RANCHO EL CAJON - MAP NO. 817

PORTION OF LOT 2

PORTION OF LOT 1

PORTION OF LOT 1

WILLOW AVENUE (UNIMPROVED) DEDICATED PER MAP 817  
 LOT 2  
 MAP 10  
 BLOCK 10  
 LOT 3

LINE TABLE		
LINE	LENGTH	BEARING
01	78.00'	N88°42'27"W

FOUND G STREET MONUMENT PER ROS 15498, 8516, 10318 & 11252  
 RS 1899-1, MAP 12948 PM 14704, 15801, & 16310

FOUND G STREET MONUMENT PER MAP 10737 MARKED RCE 9416

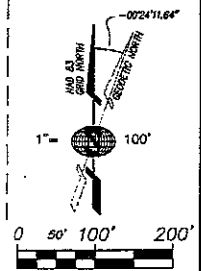
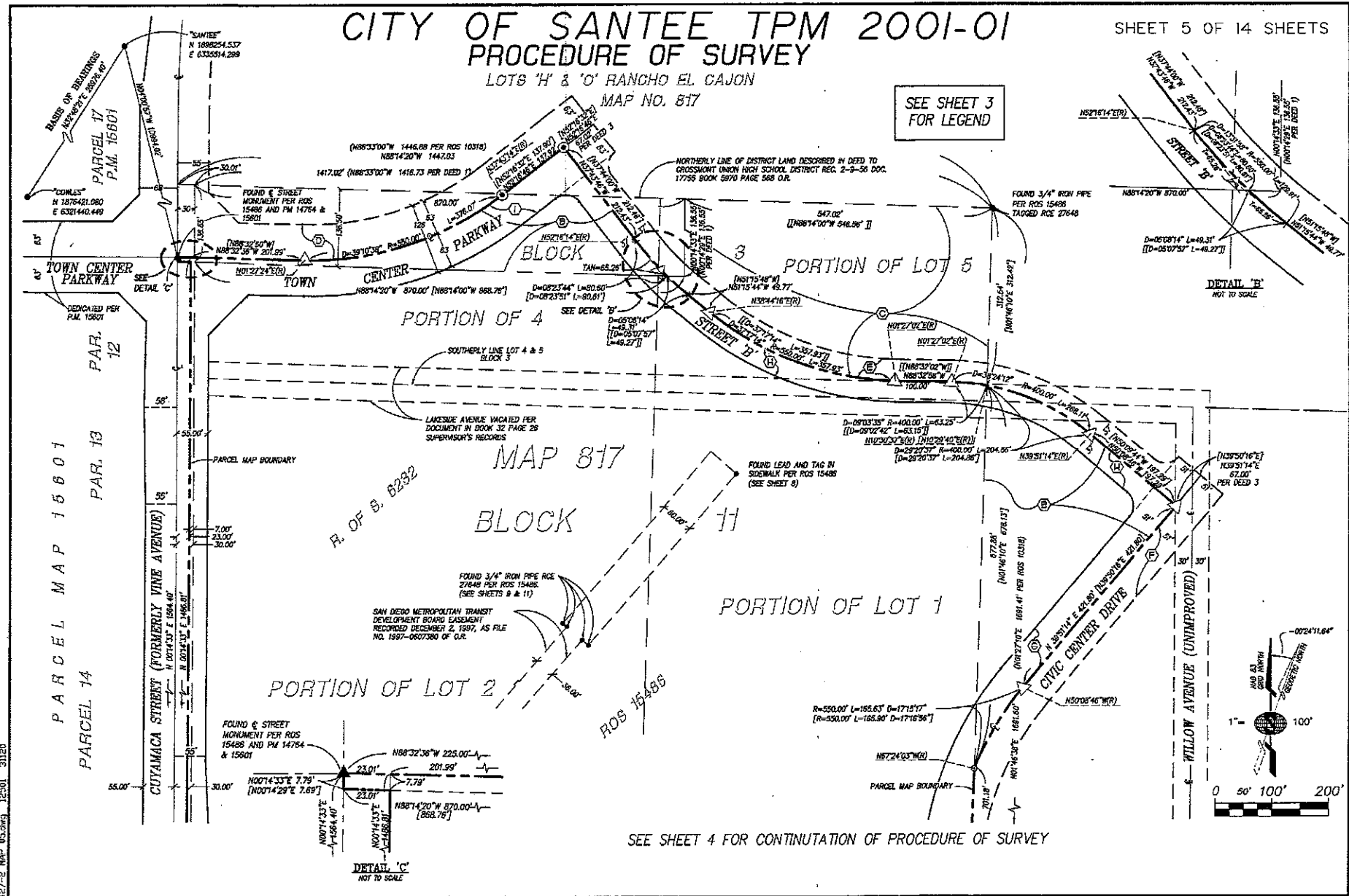
FOUND G STREET MONUMENT PER ROS 15485, 10318 AND MAP 10737

427-2 MAP 04.dwg 12-6-01 1:30:00 pm EST

**CITY OF SANTEE TPM 2001-01**  
**PROCEDURE OF SURVEY**  
 LOTS 'H' & 'O' RANCHO EL CAJON  
 MAP NO. 817

SHEET 5 OF 14 SHEETS

SEE SHEET 3 FOR LEGEND



SEE SHEET 4 FOR CONTINUATION OF PROCEDURE OF SURVEY

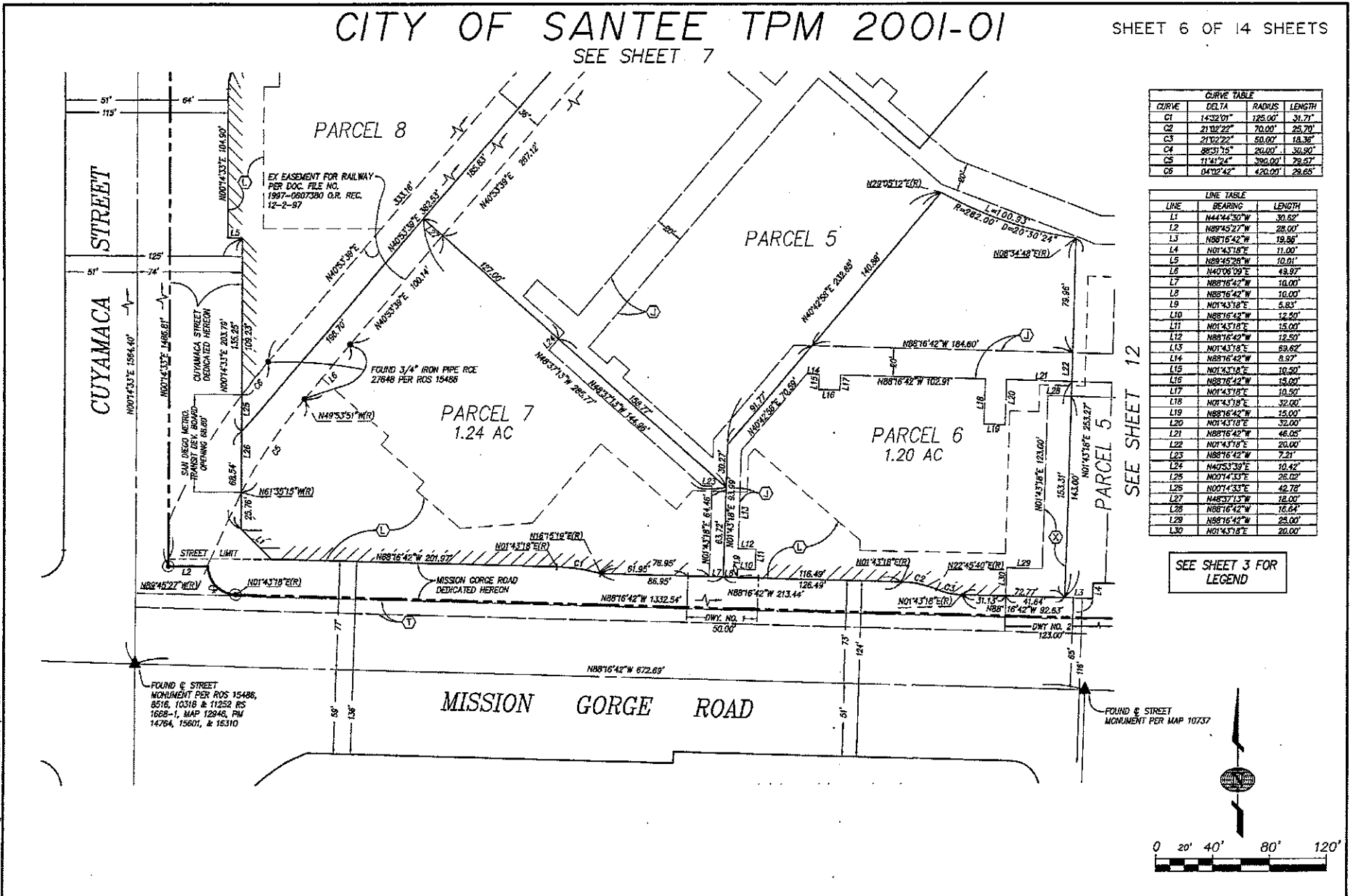
427-2 MAP 05.dwg 12501 31120

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

SEE SHEET 7

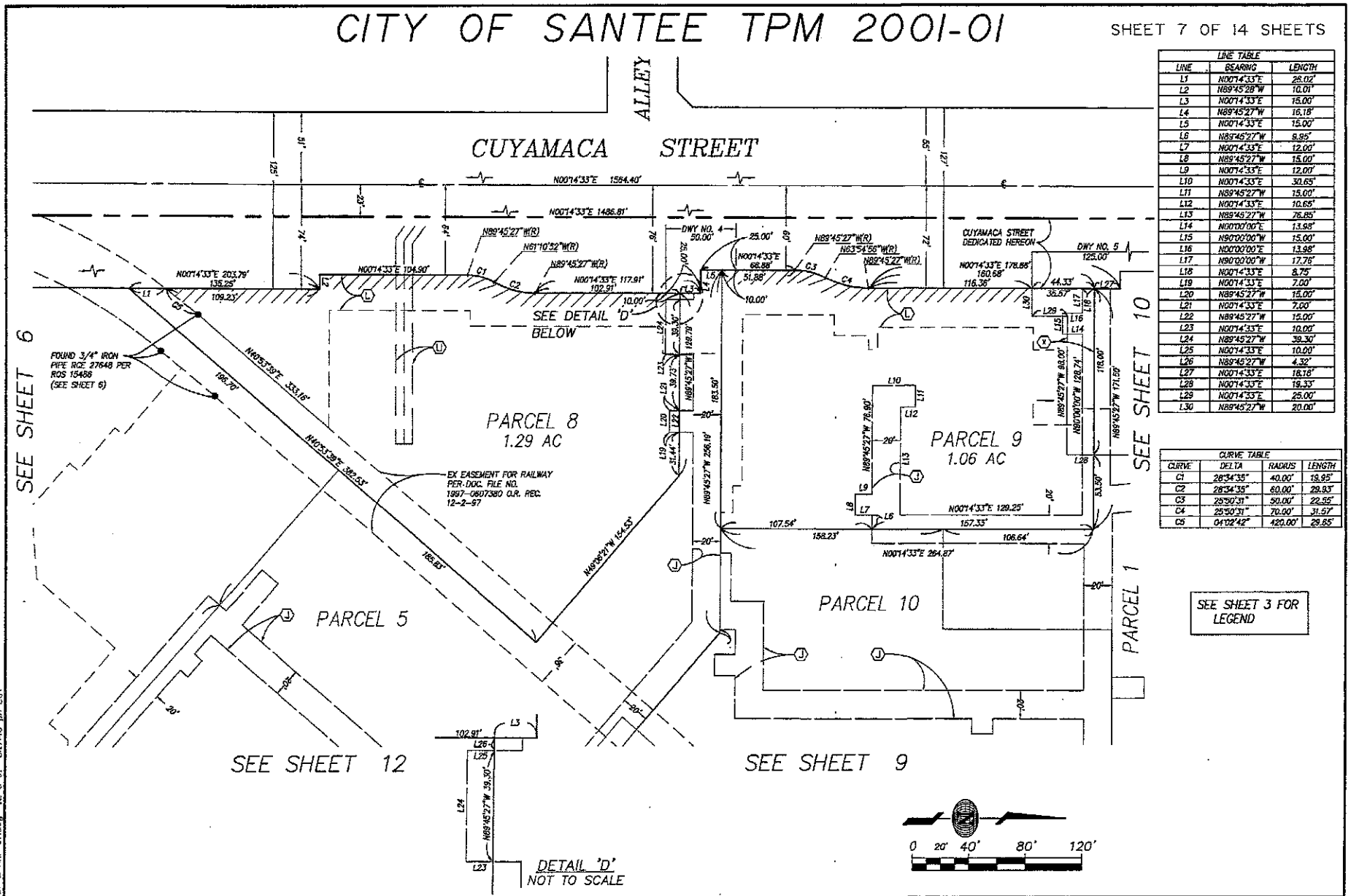
SHEET 6 OF 14 SHEETS



# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

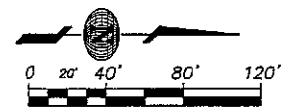
SHEET 7 OF 14 SHEETS



LINE TABLE		
LINE	BEARING	LENGTH
L1	N0014'33"E	28.02'
L2	N89'45'27"W	10.01'
L3	N0014'33"E	15.00'
L4	N89'45'27"W	16.18'
L5	N0014'33"E	15.00'
L6	N89'45'27"W	9.85'
L7	N0014'33"E	12.00'
L8	N89'45'27"W	15.00'
L9	N0014'33"E	12.00'
L10	N0014'33"E	30.65'
L11	N89'45'27"W	15.00'
L12	N0014'33"E	10.65'
L13	N89'45'27"W	76.85'
L14	N0014'33"E	15.00'
L15	N89'45'27"W	15.00'
L16	N0014'33"E	11.58'
L17	N89'45'27"W	17.70'
L18	N0014'33"E	8.75'
L19	N0014'33"E	7.00'
L20	N89'45'27"W	13.00'
L21	N0014'33"E	7.00'
L22	N89'45'27"W	12.00'
L23	N0014'33"E	10.00'
L24	N89'45'27"W	39.30'
L25	N0014'33"E	10.00'
L26	N89'45'27"W	4.32'
L27	N0014'33"E	16.18'
L28	N0014'33"E	19.33'
L29	N0014'33"E	25.00'
L30	N89'45'27"W	20.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	28'34'35"	40.00'	19.95'
C2	28'34'35"	60.00'	29.93'
C3	25'50'31"	50.00'	22.56'
C4	25'50'31"	70.00'	31.57'
C5	04'02'42"	420.00'	29.65'

SEE SHEET 3 FOR LEGEND



SEE SHEET 6

SEE SHEET 10

SEE SHEET 9

SEE SHEET 12

SEE SHEET 9

DETAIL 'D'  
NOT TO SCALE

427-E MAP 07.dwg 12-31-01 3:17:48 pm EST

Latitude 33 Planning and Engineering  
4933 Paramount Drive, Second Floor  
San Diego, CA 92123  
658-761-0633 Fax 658-761-0834

GRADING PLAN G-701  
CALIF COORD INDEX 242-1773

TPM 2001-01

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

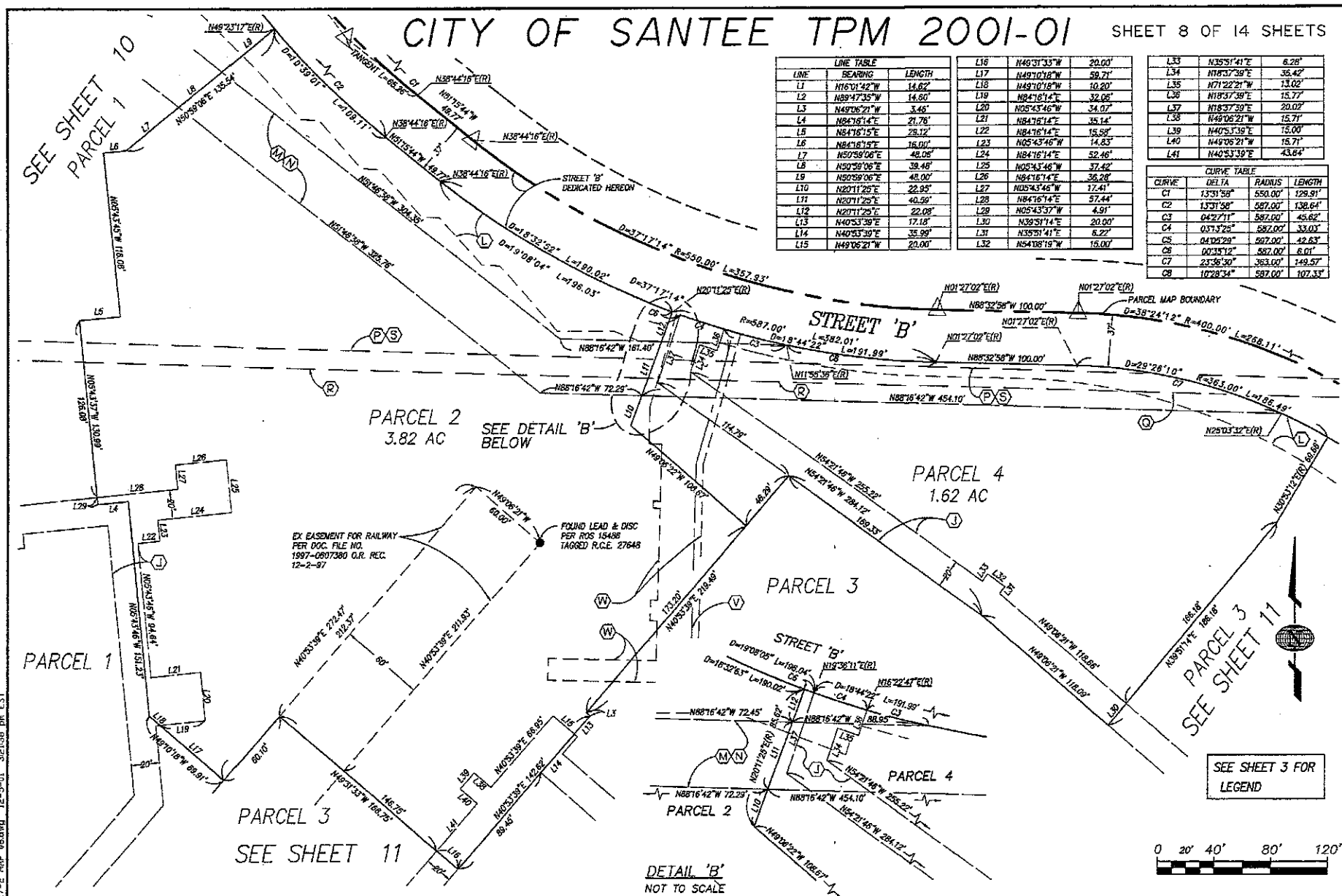
SHEET 8 OF 14 SHEETS

LINE	BEARING	LENGTH
L1	N16°01'42"W	14.62
L2	N89°47'35"W	14.60
L3	N49°16'21"W	3.46
L4	N84°16'14"E	21.78
L5	N84°16'15"E	28.12
L6	N84°16'15"E	16.00
L7	N50°59'06"E	48.05
L8	N50°59'06"E	39.48
L9	N50°59'06"E	48.00
L10	N20°11'25"E	22.95
L11	N20°11'25"E	40.59
L12	N20°11'25"E	22.08
L13	N40°53'39"E	17.18
L14	N40°53'39"E	35.99
L15	N49°06'21"W	20.00

L16	N49°31'33"W	20.00
L17	N49°31'33"W	59.71
L18	N49°31'33"W	10.20
L19	N84°16'14"E	32.05
L20	N05°43'46"W	34.07
L21	N84°16'14"E	35.14
L22	N84°16'14"E	15.89
L23	N05°43'46"W	14.83
L24	N84°16'14"E	52.46
L25	N02°43'46"W	37.42
L26	N84°16'14"E	35.26
L27	N05°43'46"W	17.41
L28	N84°16'14"E	57.44
L29	N05°43'37"W	4.91
L30	N39°31'14"E	20.00
L31	N39°31'14"E	6.22
L32	N54°08'19"W	15.00

L33	N35°31'41"E	6.28
L34	N18°37'39"E	35.42
L35	N71°22'21"W	13.02
L36	N18°37'39"E	15.77
L37	N18°37'39"E	20.02
L38	N49°06'21"W	15.71
L39	N40°53'39"E	15.00
L40	N49°06'21"W	15.71
L41	N40°53'39"E	43.84

CURVE	DELTA	RADIUS	LENGTH
C1	13°31'58"	550.00'	129.91'
C2	13°31'58"	587.00'	138.64'
C3	04°27'11"	587.00'	45.62'
C4	03°13'25"	587.00'	33.03'
C5	04°05'29"	587.00'	42.63'
C6	00°35'12"	587.00'	6.01'
C7	23°36'30"	363.00'	149.57'
C8	10°28'34"	587.00'	107.33'



427-2 MAP BEARING 12-5-01 201030 PM EST

Latitude 33 Planning and Engineering  
4903 Paramount Drive, Second Floor  
San Diego, CA 92123  
659-761-0433 Fax 659-761-0834

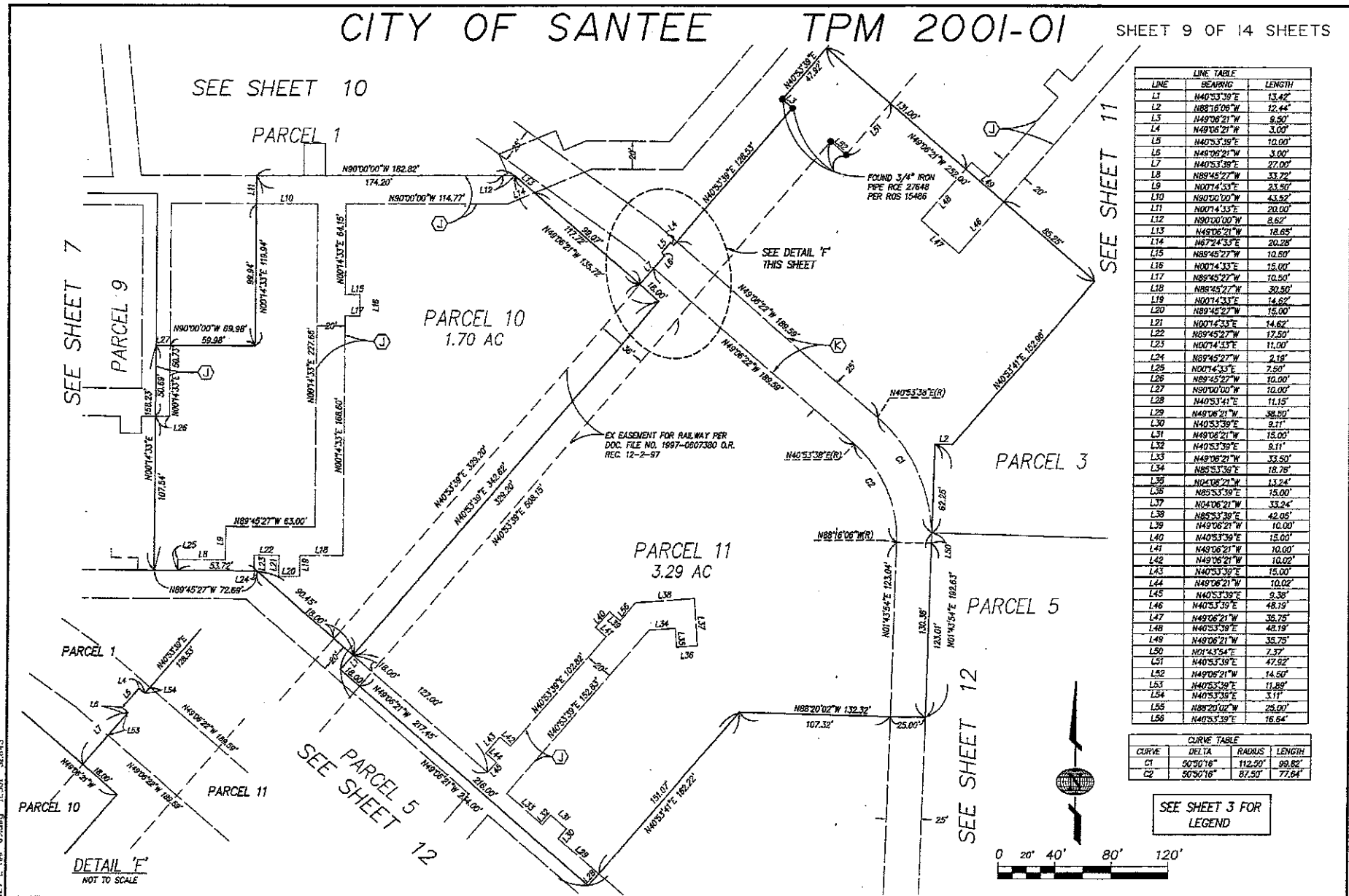
GRADING PLAN G-701  
CALIF COORD INDEX 242-1773

TPM 2001-01

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

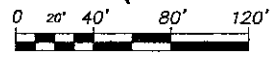
SHEET 9 OF 14 SHEETS



LINE	BEARING	LENGTH
L1	N40°53'39"E	13.42'
L2	N88°16'06"W	12.44'
L3	N49°06'21"W	9.50'
L4	N49°06'21"W	3.00'
L5	N40°53'39"E	10.00'
L6	N49°06'21"W	3.00'
L7	N40°53'39"E	27.00'
L8	N89°45'27"W	33.72'
L9	N00°14'33"E	23.50'
L10	N90°00'00"W	43.52'
L11	N00°14'33"E	20.00'
L12	N90°00'00"W	8.82'
L13	N40°53'39"E	18.85'
L14	N49°06'21"W	20.28'
L15	N89°45'27"W	10.50'
L16	N00°14'33"E	15.00'
L17	N89°45'27"W	10.50'
L18	N89°45'27"W	30.50'
L19	N00°14'33"E	14.62'
L20	N89°45'27"W	15.00'
L21	N00°14'33"E	14.62'
L22	N89°45'27"W	17.50'
L23	N00°14'33"E	11.00'
L24	N89°45'27"W	2.18'
L25	N00°14'33"E	7.50'
L26	N89°45'27"W	10.00'
L27	N90°00'00"W	10.00'
L28	N40°53'41"E	11.15'
L29	N49°06'21"W	38.50'
L30	N40°53'39"E	9.11'
L31	N49°06'21"W	15.00'
L32	N40°53'39"E	9.11'
L33	N49°06'21"W	33.50'
L34	N85°53'39"E	18.78'
L35	N04°06'21"W	13.24'
L36	N85°53'39"E	15.00'
L37	N04°06'21"W	33.24'
L38	N85°53'39"E	42.05'
L39	N49°06'21"W	10.00'
L40	N40°53'39"E	15.00'
L41	N49°06'21"W	10.00'
L42	N49°06'21"W	10.00'
L43	N40°53'39"E	15.00'
L44	N49°06'21"W	10.00'
L45	N40°53'39"E	9.38'
L46	N40°53'39"E	48.19'
L47	N49°06'21"W	35.75'
L48	N40°53'39"E	48.19'
L49	N49°06'21"W	35.75'
L50	N01°43'54"E	7.37'
L51	N40°53'39"E	47.82'
L52	N49°06'21"W	14.50'
L53	N40°53'39"E	11.88'
L54	N40°53'39"E	3.11'
L55	N88°20'02"W	25.00'
L56	N40°53'39"E	16.64'

CURVE	DELTA	RADIUS	LENGTH
C1	50°30'16"	112.50'	99.82'
C2	50°30'16"	87.50'	77.64'

SEE SHEET 3 FOR LEGEND



427-R MAP 09.dwg 1:2500 3/28/03

Latitude 33 Planning and Engineering  
 4853 Paramount Drive, Second Floor  
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 CALIF COORD INDEX 242-1773

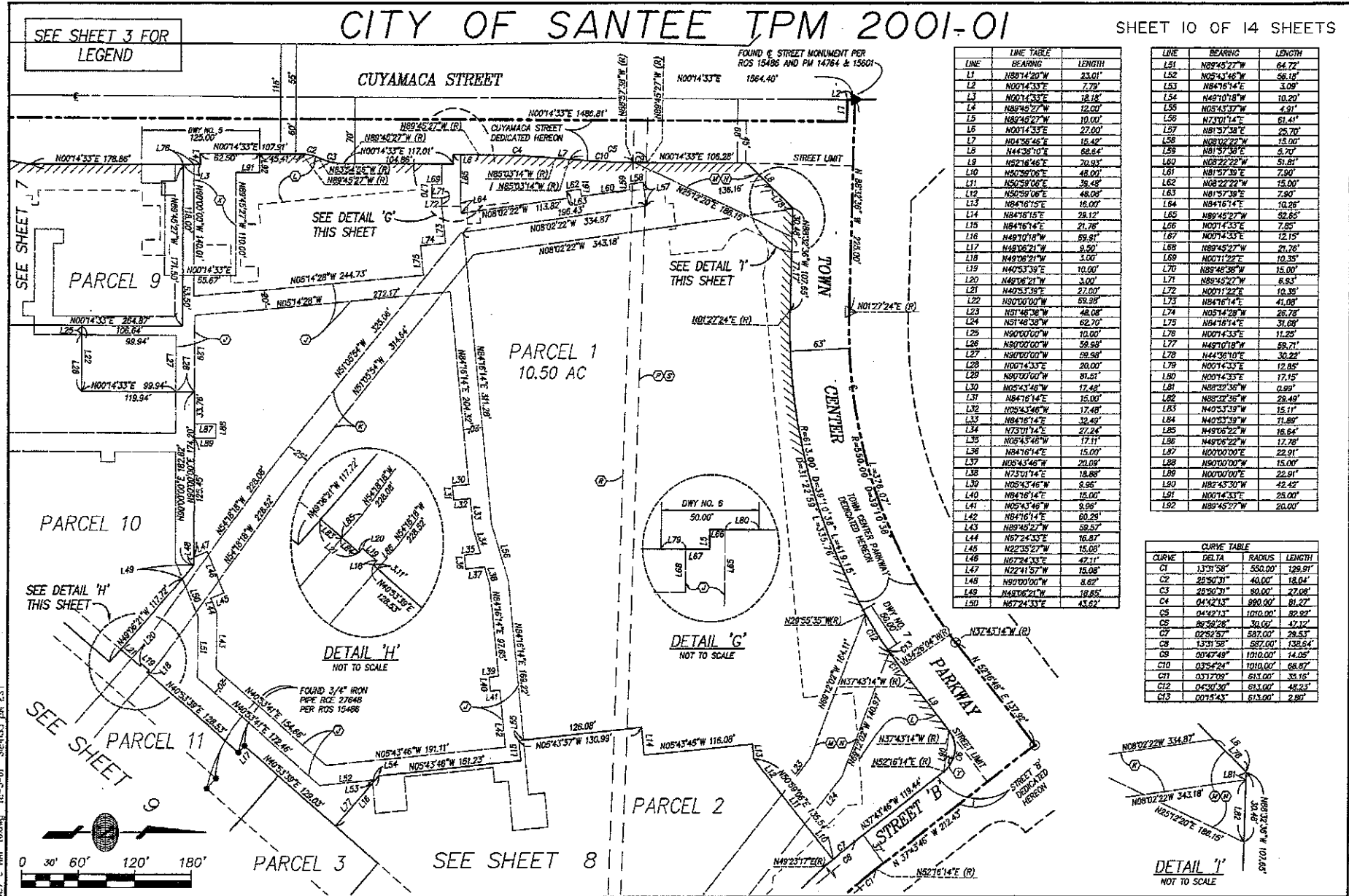
TPM 2001-01

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

SHEET 10 OF 14 SHEETS

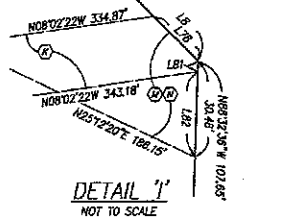
SEE SHEET 3 FOR LEGEND



LINE	BEARING	LENGTH
L1	N891420"W	23.01'
L2	N001433"E	7.79'
L3	N001433"E	18.18'
L4	N892427"W	12.00'
L5	N892427"W	10.00'
L6	N001433"E	22.00'
L7	N043646"E	15.42'
L8	N443610"E	62.64'
L9	N521646"E	70.93'
L10	N503606"E	48.00'
L11	N503906"E	38.48'
L12	N503906"E	48.08'
L13	N841615"E	16.00'
L14	N841615"E	28.12'
L15	N841614"E	21.78'
L16	N480221"W	9.90'
L17	N480221"W	3.00'
L18	N480221"W	10.00'
L19	N405339"E	3.00'
L20	N405339"E	27.00'
L21	N405339"E	69.38'
L22	N012224"E	48.08'
L23	N514638"W	62.70'
L24	N514638"W	70.00'
L25	N907000"W	59.59'
L26	N907000"W	59.50'
L27	N001433"E	20.00'
L28	N507000"W	81.51'
L29	N054346"W	17.48'
L30	N841614"E	15.00'
L31	N405339"W	17.48'
L32	N841614"E	32.49'
L33	N730114"E	27.24'
L34	N054346"W	17.11'
L35	N841614"E	15.00'
L36	N054346"W	21.09'
L37	N730114"E	18.80'
L38	N054346"W	8.95'
L39	N841614"E	15.00'
L40	N054346"W	9.96'
L41	N841614"E	60.29'
L42	N892427"W	59.57'
L43	N672433"E	16.87'
L44	N223527"W	15.08'
L45	N672433"E	42.11'
L46	N223527"W	15.08'
L47	N507000"W	8.82'
L48	N480621"W	19.65'
L49	N672433"E	43.62'

LINE	BEARING	LENGTH
L51	N024527"W	64.72'
L52	N054346"W	58.16'
L53	N841614"E	3.09'
L54	N480221"W	10.20'
L55	N054346"W	4.91'
L56	N730114"E	61.41'
L57	N815738"E	26.70'
L58	N080222"W	15.00'
L59	N815738"E	5.70'
L60	N082222"W	51.81'
L61	N815738"E	7.90'
L62	N082222"W	15.00'
L63	N815738"E	7.90'
L64	N841614"E	10.26'
L65	N892427"W	52.85'
L66	N001433"E	7.85'
L67	N001433"E	12.15'
L68	N892427"W	21.78'
L69	N001122"E	10.35'
L70	N854638"W	15.00'
L71	N892427"W	8.93'
L72	N001122"E	10.35'
L73	N841614"E	41.08'
L74	N054346"W	26.78'
L75	N841614"E	31.68'
L76	N001433"E	11.26'
L77	N480221"W	58.71'
L78	N443610"E	30.22'
L79	N001433"E	12.85'
L80	N001433"E	17.15'
L81	N892427"W	0.90'
L82	N892427"W	28.49'
L83	N405339"W	15.11'
L84	N405339"W	71.80'
L85	N490622"W	16.64'
L86	N490622"W	17.78'
L87	N007000"E	22.91'
L88	N907000"W	15.00'
L89	N007000"E	22.91'
L90	N824530"W	42.42'
L91	N001433"E	28.00'
L92	N892427"W	20.00'

CURVE	DELTA	RADIUS	LENGTH
C1	133°58'	550.00'	129.97'
C2	25°50'31"	40.00'	18.04'
C3	25°50'31"	80.00'	27.06'
C4	04°42'15"	990.00'	81.27'
C5	04°42'15"	1010.00'	82.92'
C6	86°58'28"	30.00'	17.12'
C7	02°52'57"	587.00'	28.53'
C8	133°58'	587.00'	138.64'
C9	00°47'49"	1010.00'	14.05'
C10	03°54'24"	1010.00'	68.87'
C11	03°17'08"	613.00'	35.16'
C12	04°30'30"	613.00'	48.23'
C13	00°15'43"	613.00'	2.80'



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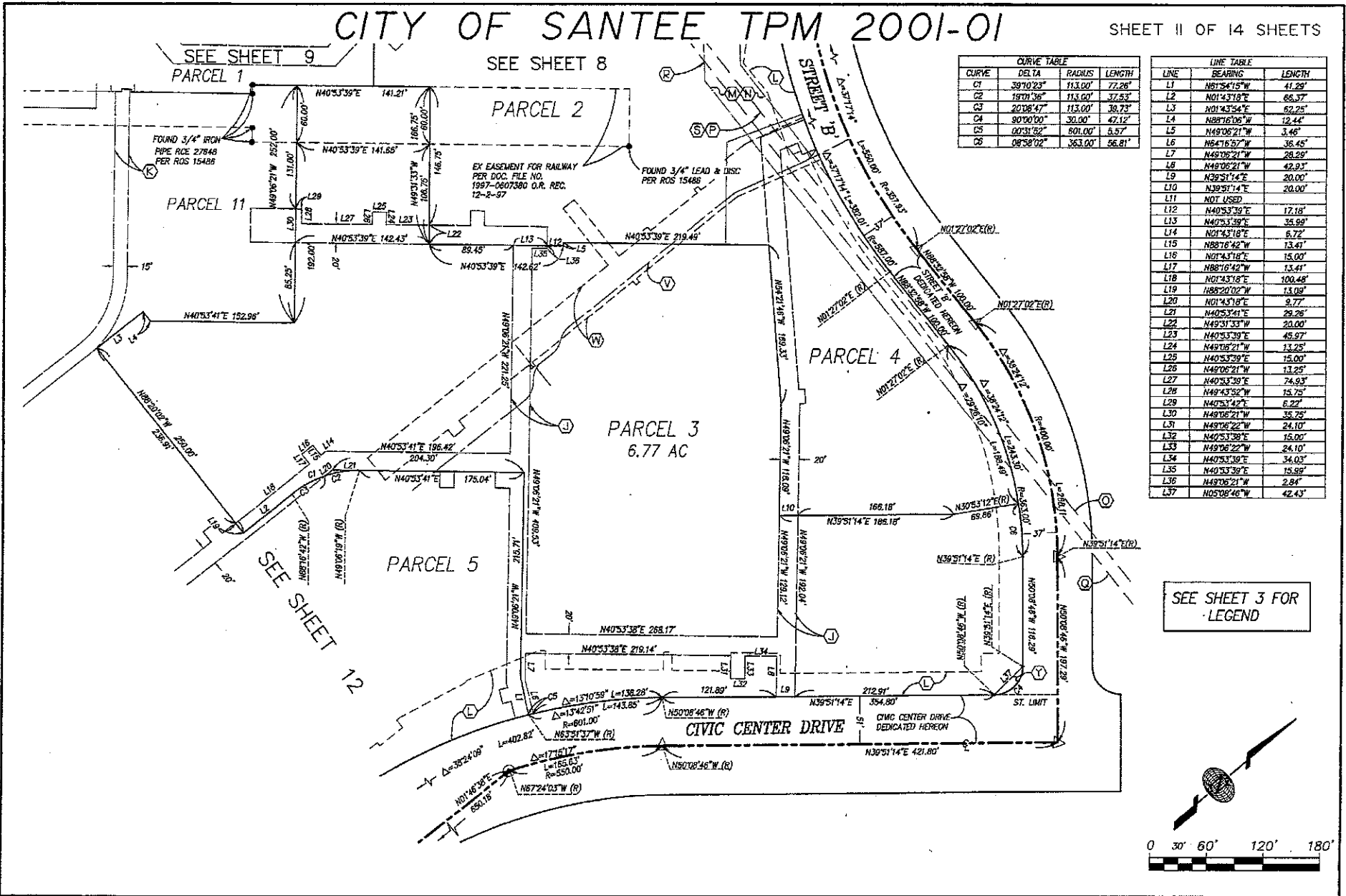
GRADING PLAN G-701  
 CALIF COORD INDEX 242-1773

TPM 2001-01

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

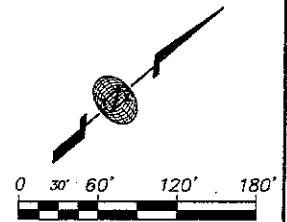
SHEET II OF 14 SHEETS



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°10'23"	113.00'	77.26'
C2	19°01'36"	113.00'	37.53'
C3	20°28'47"	113.00'	39.73'
C4	90°00'00"	30.00'	47.12'
C5	00°31'32"	801.00'	5.57'
C6	08°58'02"	363.00'	56.81'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°54'15"W	41.29'
L2	N01°43'18"E	65.37'
L3	N01°43'54"E	62.25'
L4	N88°16'06"W	12.44'
L5	N49°08'21"W	3.46'
L6	N64°16'57"W	36.45'
L7	N49°08'21"W	28.29'
L8	N49°08'21"W	42.93'
L9	N39°51'14"E	20.00'
L10	N39°51'14"E	20.00'
L11	NOT USED	
L12	N40°53'39"E	17.18'
L13	N40°53'39"E	35.99'
L14	N01°43'18"E	5.72'
L15	N88°16'42"W	13.41'
L16	N01°43'18"E	15.00'
L17	N88°16'42"W	13.41'
L18	N01°43'18"E	100.48'
L19	N88°20'02"W	13.08'
L20	N01°43'18"E	9.77'
L21	N40°53'39"E	29.26'
L22	N40°53'39"E	23.00'
L23	N40°53'39"E	45.97'
L24	N40°53'39"E	13.25'
L25	N40°53'39"E	15.00'
L26	N40°53'39"E	17.25'
L27	N40°53'39"E	24.93'
L28	N40°53'39"E	15.75'
L29	N40°53'39"E	6.27'
L30	N40°53'39"E	35.25'
L31	N40°53'39"E	24.10'
L32	N40°53'39"E	15.00'
L33	N40°53'39"E	24.10'
L34	N40°53'39"E	34.03'
L35	N40°53'39"E	15.89'
L36	N40°53'39"E	2.84'
L37	N05°08'46"W	42.43'

SEE SHEET 3 FOR LEGEND



4E7-2 MAP ILOWQ 12-5-01 11:23:32 pm EST

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 CALIF COORD INDEX 242-1773

TPM 2001-01



# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01

SHEET 12 OF 14 SHEETS

LINE	DISTANCE	LENGTH
1	N001°43'3"E	15.00'
2	N89°45'27"W	16.18'
3	N001°43'3"E	15.00'
4	N88°16'42"W	19.86'
5	N01°43'18"E	11.00'
6	N88°16'42"W	31.50'
7	N88°16'42"W	7.39'
8	N01°43'18"E	7.41'
9	N89°37'46"W	46.44'
10	N40°33'39"E	13.42'
11	N84°16'37"W	18.71'
12	N40°33'41"E	15.50'
13	N49°06'19"W	16.50'
14	N88°16'42"W	12.82'
15	N01°43'18"E	15.00'
16	N88°16'42"W	12.82'
17	N01°43'18"E	22.92'
18	N88°16'42"W	9.00'

19	N88°16'42"W	11.00'
20	N01°43'18"E	91.77'
21	N88°16'42"W	14.00'
22	N01°43'18"E	15.00'
23	N88°16'42"W	14.00'
24	N01°43'18"E	28.39'
25	N88°16'42"W	14.00'
26	N01°43'18"E	15.00'
27	N88°16'42"W	14.00'
28	N01°43'18"E	15.14'
29	N09°31'42"W	48.29'
30	N80°28'18"E	14.17'
31	N09°31'42"W	15.00'
32	N80°28'18"E	14.17'
33	N09°31'42"W	24.80'
34	N01°43'18"E	9.83'
35	N01°43'18"E	9.83'
36	N88°16'42"W	3.00'
37	N88°16'42"W	3.00'
38	N88°16'42"W	7.50'

39	N01°43'18"E	15.00'
40	N88°16'42"W	7.50'
41	N01°43'18"E	15.00'
42	N88°16'42"W	3.00'
43	N01°43'18"E	9.89'
44	N88°16'42"W	3.00'
45	N01°43'18"E	9.89'
46	N88°16'42"W	30.00'
47	N88°16'42"W	8.50'
48	N88°16'42"W	28.36'
49	N88°16'42"W	28.36'
50	N88°16'42"W	14.70'
51	N44°53'13"W	17.44'
52	N42°53'39"E	7.04'
53	N49°06'19"W	15.01'
54	N42°53'39"E	7.17'
55	N01°43'18"E	13.07'
56	N88°16'42"W	12.87'
57	N40°33'39"E	6.23'

58	N49°06'21"W	38.38'
59	N40°33'39"E	16.00'
60	N49°06'21"W	38.38'
61	N89°45'27"W	31.44'
62	N001°43'3"E	10.00'
63	N89°45'27"W	15.00'
64	N001°43'3"E	10.00'
65	N89°45'27"W	39.73'
66	N89°45'27"W	39.73'
67	N001°43'3"E	10.00'
68	N001°43'3"E	10.00'
69	N89°45'27"W	4.32'
70	N44°53'27"W	4.32'
71	N001°43'3"E	5.00'
72	N49°06'21"W	24.70'
73	N07°01'40"W	43.99'
74	N79°40'44"E	12.71'
75	N10°18'16"W	34.92'
76	N80°28'18"E	10.01'

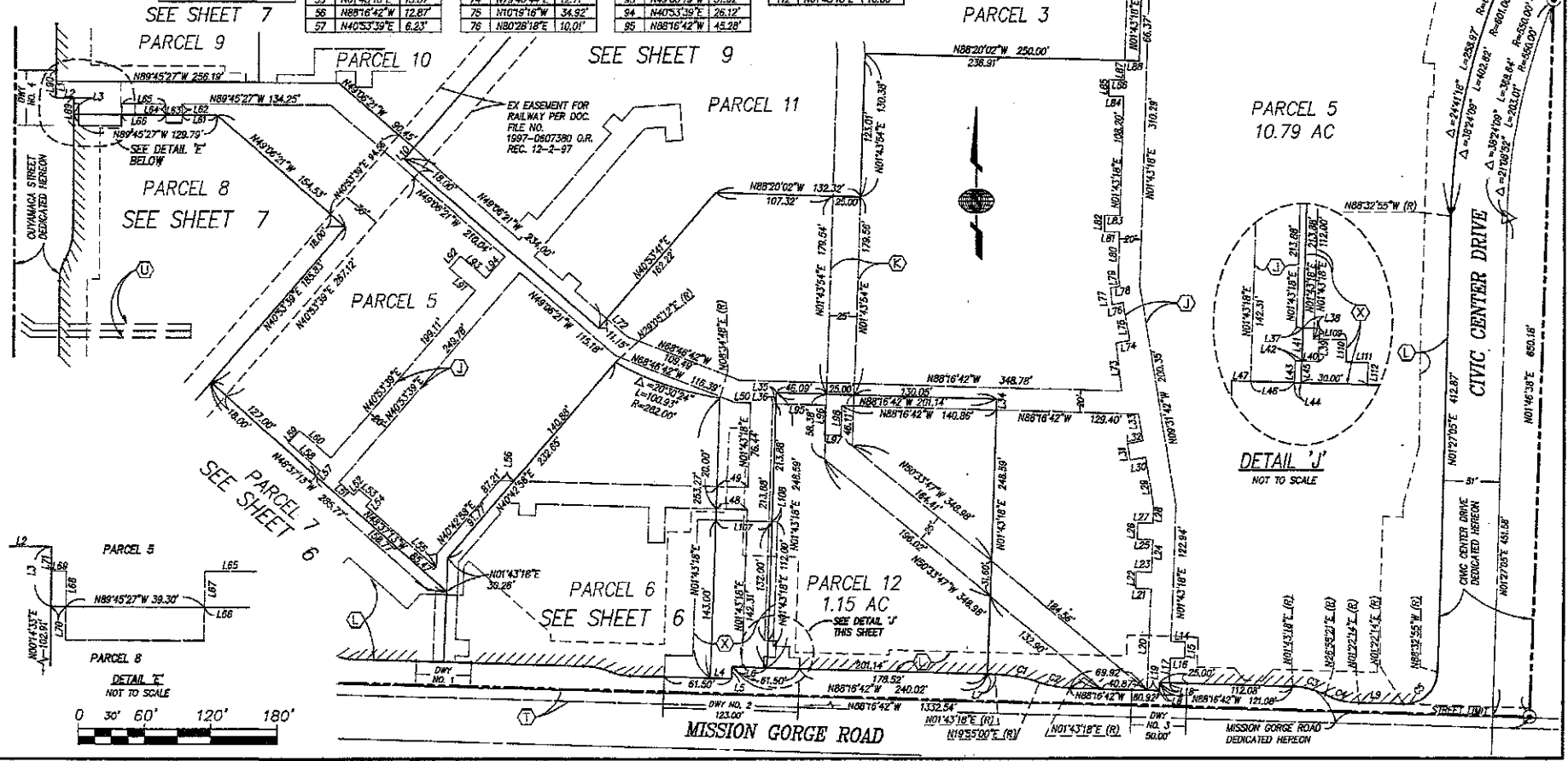
77	N06°00'59"W	15.03'
78	N80°28'18"E	8.89'
79	N10°18'16"W	8.87'
80	N01°43'18"E	40.68'
81	N88°16'42"W	13.85'
82	N01°23'18"E	15.00'
83	N88°16'42"W	13.94'
84	N88°16'42"W	13.92'
85	N01°43'18"E	15.00'
86	N88°16'42"W	13.92'
87	N01°43'18"E	17.90'
88	N88°20'02"W	13.09'
89	N001°43'3"E	25.00'
90	N001°43'3"E	25.00'
91	N49°06'19"W	31.02'
92	N40°33'39"E	15.00'
93	N49°06'19"W	31.02'
94	N40°33'39"E	26.12'
95	N88°16'42"W	45.28'

96	N01°43'18"E	26.91'
97	N88°16'42"W	15.00'
98	N01°43'18"E	26.91'
99	N49°06'19"W	16.96'
100	N40°33'41"E	15.00'
101	N49°06'19"W	16.96'
102	N61°54'15"W	41.28'
103	N84°16'37"W	5.40'
104	N25°43'03"E	9.13'
105	N64°16'37"W	13.00'
106	N25°43'03"E	9.13'
107	N88°16'42"W	51.36'
108	N88°16'42"W	5.00'
109	N88°16'42"W	15.00'
110	N01°43'18"E	10.00'
111	N88°16'42"W	10.00'
112	N01°43'18"E	10.00'

CURVE DATA		
NO.	DELTA	RADIUS LENGTH
C1	181°42'	130.00' 41.28'
C2	181°42'	90.00' 28.56'
C3	26°12'05"	20.00' 39.79'
C4	26°12'05"	70.00' 31.22'
C5	89°52'00"	30.00' 42.08'
C6	01°22'32"	601.00' 14.43'
C7	197°36'	113.00' 37.53'
C8	201°8'42"	113.00' 39.73'
C9	39°10'23"	113.00' 77.26'

SEE SHEET 3 FOR LEGEND

PARCEL 3



SEE SHEET 7

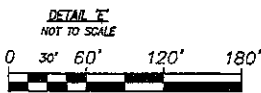
SEE SHEET 9

SEE SHEET 6

SEE SHEET 7

SEE SHEET 6

SEE DETAIL 'J' THIS SHEET



497-2 MAP 12.dwg 12-6-01 1:25:03 PM EST

Latitude 33 Planning and Engineering  
 4893 Paramount Drive, Second Floor  
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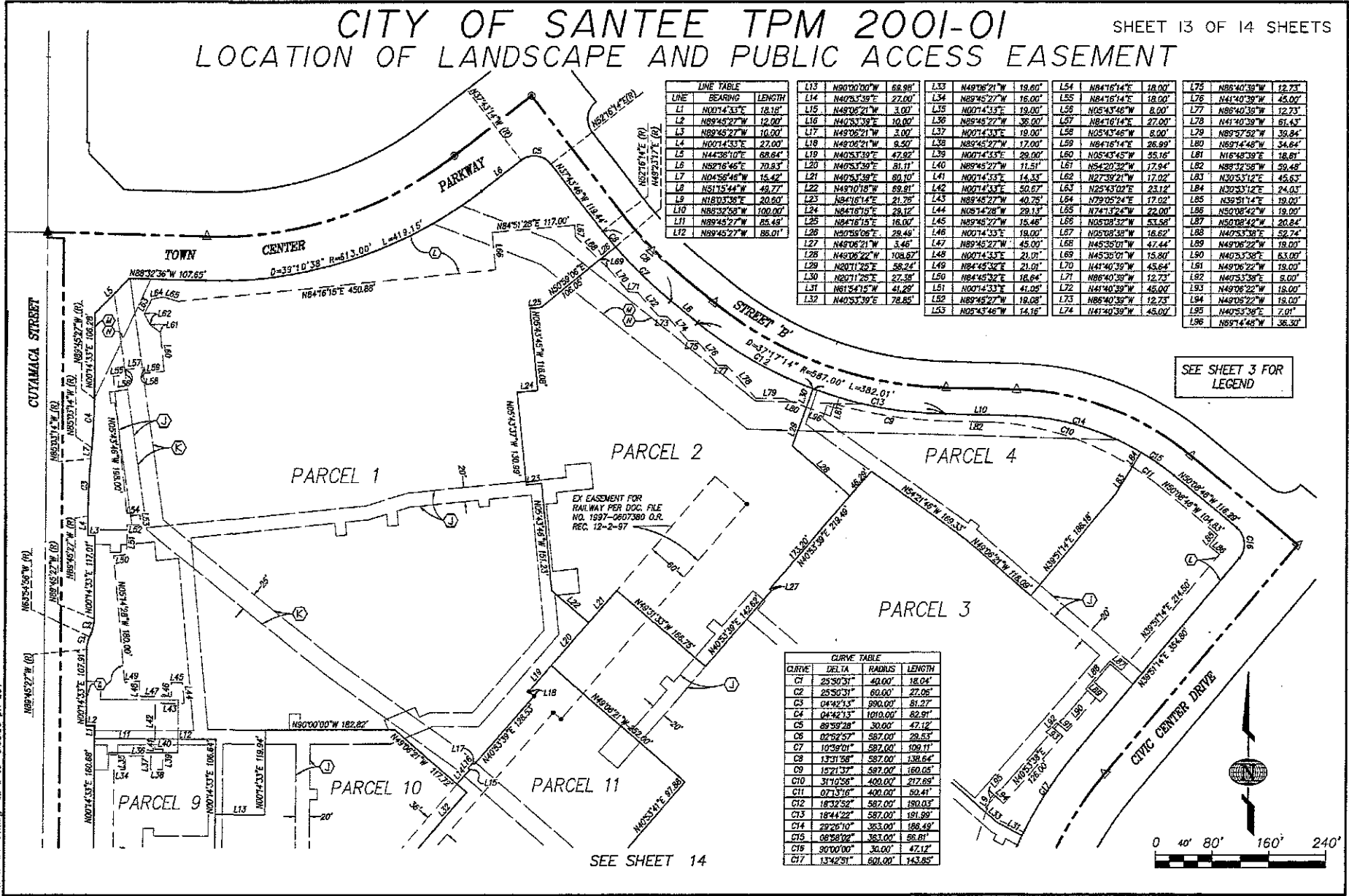
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 CALIF COORD INDEX 242-1773

TPM 2001-01

# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01 LOCATION OF LANDSCAPE AND PUBLIC ACCESS EASEMENT

SHEET 13 OF 14 SHEETS



LINE	BEARING	LENGTH
L1	N001433'E	18.16'
L2	N894527'W	12.00'
L3	N894527'W	10.00'
L4	H001433'E	21.00'
L5	N443810'E	88.64'
L6	N521646'E	70.83'
L7	N045644'W	15.42'
L8	N511544'W	49.77'
L9	N180338'E	20.60'
L10	N883358'W	100.00'
L11	N894527'W	85.49'
L12	N894527'W	86.01'

L13	N901000'W	68.98'
L14	N405339'E	27.00'
L15	N490621'W	3.00'
L16	N405339'E	10.00'
L17	N490621'W	2.00'
L18	N490621'W	8.50'
L19	N405339'E	47.90'
L20	N405339'E	81.11'
L21	N405339'E	60.10'
L22	N490108'W	69.91'
L23	N841614'E	21.78'
L24	N841614'E	29.12'
L25	N841614'E	16.00'
L26	N490621'W	28.49'
L27	N490621'W	3.46'
L28	N490621'W	108.67'
L29	N801125'E	58.24'
L30	N801125'E	27.38'
L31	N813415'W	41.29'
L32	N405339'E	78.65'

L33	N4910621'W	19.60'
L34	N894527'W	16.00'
L35	N001433'E	19.00'
L36	N894527'W	36.00'
L37	N894527'W	19.00'
L38	N894527'W	13.00'
L39	N001433'E	29.00'
L40	N894527'W	11.51'
L41	N001433'E	14.33'
L42	N001433'E	50.67'
L43	N894527'W	40.78'
L44	N051428'W	29.13'
L45	N894527'W	15.46'
L46	N001433'E	19.00'
L47	N894527'W	45.00'
L48	N001433'E	21.01'
L49	N844532'E	21.01'
L50	N844532'E	18.64'
L51	N001433'E	41.05'
L52	N894527'W	19.08'
L53	N054346'W	14.16'

L54	N841614'E	18.00'
L55	N841614'E	18.00'
L56	N054346'W	8.00'
L57	N841614'E	27.00'
L58	N054346'W	8.00'
L59	N841614'E	28.99'
L60	N841614'E	39.64'
L61	N542039'W	17.94'
L62	N273821'W	17.02'
L63	N254302'E	23.12'
L64	N792524'E	17.02'
L65	N741324'W	22.00'
L66	N050838'W	53.58'
L67	N050838'W	16.62'
L68	N453801'W	47.44'
L69	N453801'W	15.80'
L70	N414039'W	45.64'
L71	N864038'W	12.73'
L72	N414039'W	41.05'
L73	N864038'W	12.73'
L74	N414039'W	45.00'

L75	N864038'W	12.73'
L76	N414039'W	45.00'
L77	N864038'W	12.73'
L78	N414039'W	61.43'
L79	N893732'W	39.84'
L80	N893732'W	39.84'
L81	N164838'W	16.81'
L82	N893732'W	59.48'
L83	N205312'E	45.63'
L84	N205312'E	24.03'
L85	N393114'E	19.00'
L86	N500842'W	19.00'
L87	N500842'W	20.84'
L88	N405338'E	52.74'
L89	N490622'W	19.00'
L90	N405338'E	63.00'
L91	N490622'W	19.00'
L92	N405338'E	5.00'
L93	N490622'W	19.00'
L94	N405338'E	19.00'
L95	N405338'E	7.01'
L96	N891448'W	36.30'

CURVE	DELTA	RADIUS	LENGTH
C1	23°50'31"	49.00'	18.04'
C2	23°50'31"	60.00'	27.06'
C3	04°42'13"	890.00'	81.27'
C4	04°42'13"	1010.00'	82.91'
C5	89°59'28"	30.00'	47.12'
C6	02°52'57"	587.00'	28.53'
C7	10°39'01"	587.00'	109.11'
C8	13°31'56"	587.00'	138.64'
C9	15°21'37"	587.00'	160.05'
C10	31°19'56"	400.00'	217.69'
C11	07°13'16"	400.00'	80.41'
C12	18°32'52"	587.00'	180.03'
C13	18°44'22"	587.00'	191.89'
C14	29°26'10"	363.00'	186.49'
C15	06°58'02"	363.00'	66.81'
C16	90°00'00"	30.00'	47.12'
C17	13°42'51"	601.00'	143.85'

427-C MAP 13.dwg 12-5-01 3:53:33 pm EST

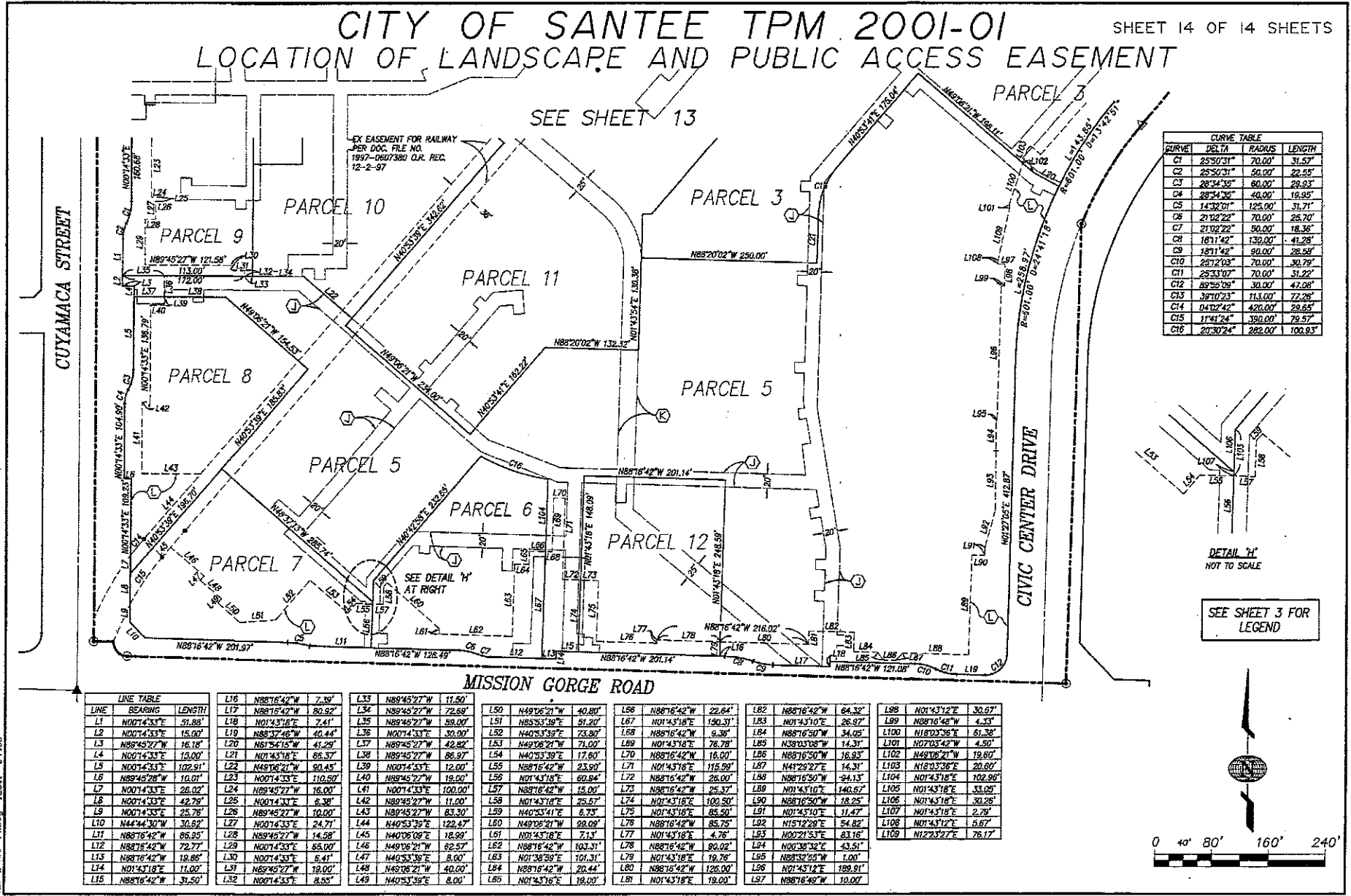
Latitude 33 Planning and Engineering  
4983 Paramount Drive, Second Floor  
San Diego, CA 92128  
858-751-0833 Fax 858-751-0634

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CALIF COORD INDEX 242-1773  
TPM 2001-01

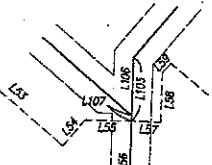
# PARCEL MAP NO. 18857

## CITY OF SANTEE TPM 2001-01 LOCATION OF LANDSCAPE AND PUBLIC ACCESS EASEMENT

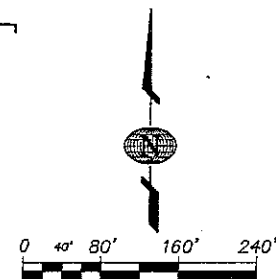
SHEET 14 OF 14 SHEETS



CURVE TABLE		
CURVE	DELTA	LENGTH
C1	25°50'31"	70.00'
C2	25°50'31"	50.00'
C3	28°24'30"	60.00'
C4	28°24'30"	40.00'
C5	14°32'01"	125.00'
C6	21°02'22"	70.00'
C7	21°02'22"	90.00'
C8	18°11'42"	130.00'
C9	18°11'42"	90.00'
C10	20°22'03"	70.00'
C11	25°53'07"	70.00'
C12	39°05'06"	30.00'
C13	39°05'06"	113.00'
C14	04°02'42"	425.00'
C15	11°41'24"	390.00'
C16	20°30'24"	282.00'



SEE SHEET 3 FOR LEGEND



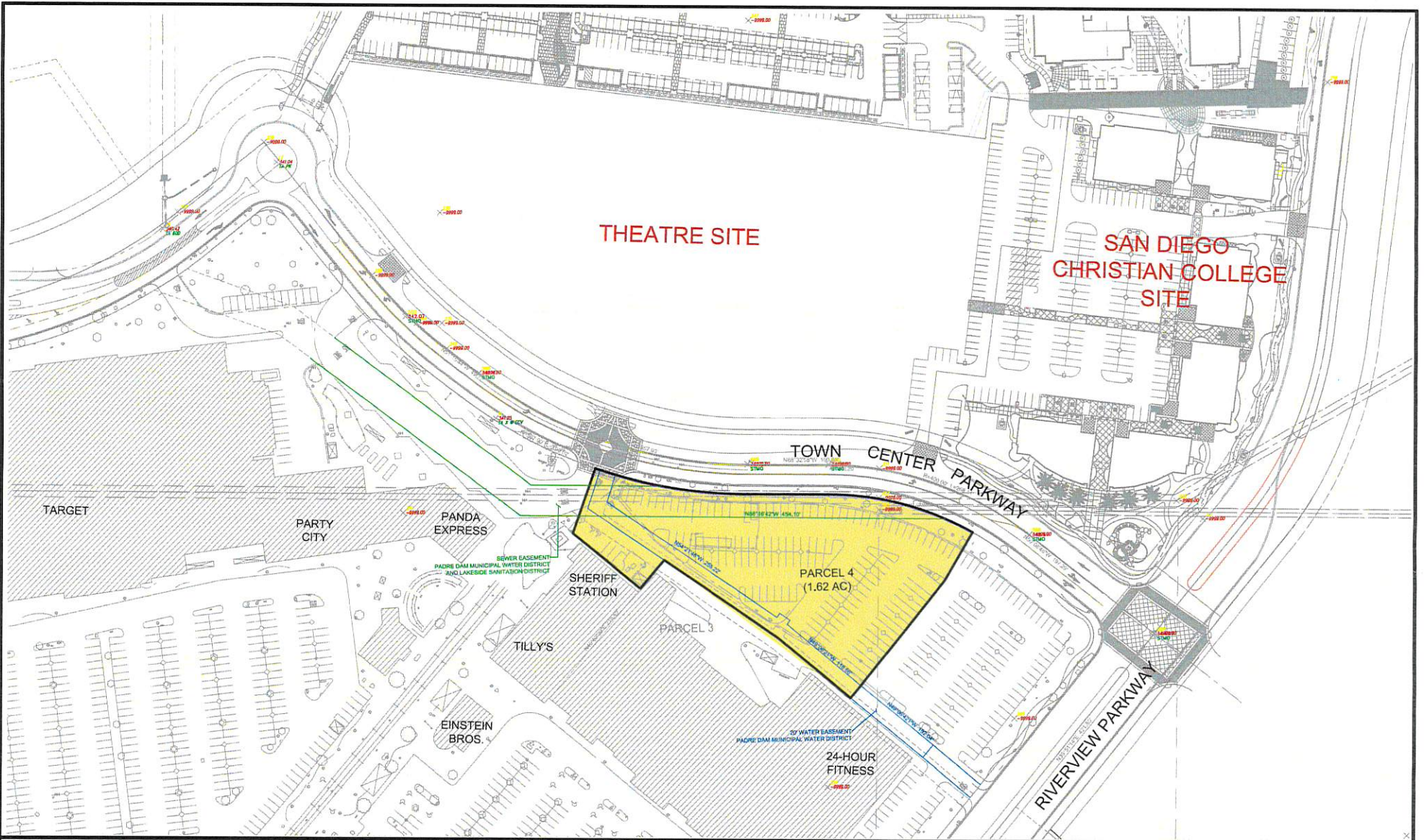
LINE	BEARING	LENGTH	L16	N88°16'42"W	7.39'	L33	N89°45'27"W	11.50'	L50	N49°06'21"W	40.80'	L66	N88°16'42"W	22.64'	L82	N88°16'42"W	64.32'	L98	N01°43'12"E	30.67'
L1	N00°14'33"E	51.88'	L17	N88°16'42"W	80.92'	L34	N89°45'27"W	72.58'	L51	N85°53'39"E	51.20'	L67	N01°43'18"E	190.31'	L83	N01°43'10"E	26.97'	L99	N88°16'48"W	4.33'
L2	N00°14'33"E	15.00'	L18	N01°43'18"E	7.41'	L35	N89°45'27"W	59.00'	L52	N40°53'39"E	73.80'	L68	N88°16'42"W	9.36'	L84	N88°16'50"W	34.05'	L100	N18°03'36"E	61.36'
L3	N89°45'27"W	16.16'	L19	N88°37'46"W	40.44'	L36	N00°14'33"E	30.00'	L53	N49°06'21"W	71.60'	L69	N01°43'18"E	76.78'	L85	N38°03'08"W	14.31'	L101	N07°03'42"W	4.50'
L4	N00°14'33"E	15.00'	L20	N81°34'15"W	41.29'	L37	N89°45'27"W	42.92'	L54	N40°53'39"E	17.60'	L70	N88°16'42"W	16.00'	L86	N88°16'50"W	16.93'	L102	N48°06'21"W	19.60'
L5	N00°14'33"E	102.91'	L21	N01°43'18"E	86.37'	L38	N89°45'27"W	86.37'	L55	N88°16'42"W	23.90'	L71	N01°43'18"E	115.59'	L87	N41°29'27"E	14.31'	L103	N18°03'36"E	20.60'
L6	N89°45'28"W	10.01'	L22	N48°06'21"W	90.45'	L39	N00°14'33"E	12.00'	L56	N01°43'18"E	60.94'	L72	N88°16'42"W	26.00'	L88	N88°16'50"W	94.13'	L104	N01°43'18"E	102.98'
L7	N00°14'33"E	26.02'	L23	N00°14'33"E	110.50'	L40	N89°45'27"W	19.00'	L57	N88°16'42"W	15.00'	L73	N88°16'42"W	25.47'	L89	N01°43'10"E	140.67'	L105	N01°43'18"E	33.05'
L8	N00°14'33"E	42.78'	L24	N89°45'27"W	16.00'	L41	N00°14'33"E	100.00'	L58	N01°43'18"E	25.57'	L74	N01°43'18"E	100.30'	L90	N88°16'50"W	18.25'	L106	N01°43'18"E	30.26'
L9	N00°14'33"E	25.75'	L25	N00°14'33"E	6.38'	L42	N89°45'27"W	11.00'	L59	N40°53'41"E	8.75'	L75	N01°43'18"E	85.50'	L91	N01°43'10"E	11.47'	L107	N01°43'18"E	2.79'
L10	N44°44'30"W	30.52'	L26	N89°45'27"W	10.00'	L43	N89°45'27"W	83.30'	L60	N49°06'21"W	99.00'	L76	N88°16'42"W	85.75'	L92	N15°22'28"E	54.82'	L108	N01°43'18"E	5.67'
L11	N88°16'42"W	86.95'	L27	N00°14'33"E	24.71'	L44	N40°53'39"E	122.47'	L61	N01°43'18"E	7.13'	L77	N01°43'18"E	4.76'	L93	N00°14'33"E	63.16'	L109	N12°23'27"E	78.17'
L12	N88°16'42"W	70.77'	L28	N89°45'27"W	14.58'	L45	N40°06'08"E	18.99'	L62	N88°16'42"W	103.31'	L78	N88°16'42"W	50.02'	L94	N01°43'18"E	43.51'			
L13	N88°16'42"W	18.85'	L29	N00°14'33"E	85.00'	L46	N40°06'08"E	82.57'	L63	N01°43'18"E	101.31'	L79	N01°43'18"E	19.76'	L95	N88°16'50"W	1.00'			
L14	N01°43'18"E	11.00'	L30	N00°14'33"E	8.41'	L47	N40°53'39"E	8.00'	L64	N88°16'42"W	29.44'	L80	N88°16'42"W	126.00'	L96	N01°43'18"E	189.91'			
L15	N88°16'42"W	31.50'	L31	N89°45'27"W	19.00'	L48	N40°06'08"E	40.00'	L65	N01°43'18"E	19.00'	L81	N01°43'18"E	19.00'	L97	N88°16'42"W	10.00'			
			L32	N00°14'33"E	8.95'	L49	N40°53'39"E	8.00'												

427-R, MAP 14,086, L2501, 2443B

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TPM 2001-01





CITY OWNED PARCEL NO. 4  
ENLARGED SITE ACCESS EXHIBIT



SCALE 1"=50'-0"



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

**Item 15**

**MEETING DATE** August 14, 2019

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE AUTHORIZING APPLICATION FOR, AND RECEIPT OF, "SB 2 PLANNING GRANTS PROGRAM FUNDS"

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

This item requests City Council to authorize the submittal of a grant application for SB 2 Planning Grants Program Funds to the California Department of Housing and Community Development (HCD). HCD is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund to cities and counties throughout the State with the purpose of accelerating housing production. The City of Santee is eligible for up to \$160,000.00 of these grant funds. In order to qualify for the grant the City must identify a Priority Policy Area (PPA) that can help accelerate housing production within the City. The City has identified "Expedited Permitting" as its Priority Policy Area and would apply this grant funding toward the purchase and implementation a state-of-the-art permitting system that would streamline plan submittal and review processes, and accelerate housing production.

The City Manager is the designated "Authorized Signatory" for the purpose of submitting the grant application and executing the grant contract. As such, the Resolution of Approval (attached) authorizes the City Manager to sign and submit the application as the official representative for the City of Santee as required by the "SB 2 Planning Grants Program".

**ENVIRONMENTAL REVIEW**

This action is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3).

**FINANCIAL STATEMENT** 

The estimated cost of the purchase and implementation of a permitting system is \$300,000.00. This amount is reflected in the adopted Five-Year Capital Improvement Program for Fiscal Years 2019-20 through 2023-24, as CIP 2015-54. SB 2 funds would cover a portion of this cost.

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** 

Adopt the attached Resolution authorizing the City Manager to submit an SB2 Planning Grant application and execute an SB 2 Planning Grant contract.

**ATTACHMENT**

Resolution

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,  
“SB 2 PLANNING GRANTS PROGRAM FUNDS”**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

**WHEREAS**, the City Council of the City of Santee desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTEE RESOLVES AS FOLLOWS:**

**SECTION 1.** The City Manager is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.00.

**SECTION 2.** In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

**SECTION 3.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

**SECTION 4.** The City Manager is authorized to execute the City of Santee Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 14<sup>th</sup> day of August 2019, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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**JOHN W. MINTO, MAYOR**

**ATTEST:**

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**ANNETTE ORTIZ, MBA, CMC, CITY CLERK**