

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



CITY COUNCIL

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

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 of Santee
Regular Meeting Agenda
Santee City Council**

Wednesday, October 23, 2019
7:00 PM

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

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: Gary Lawton – Calvary Chapel of Santee

PLEDGE OF ALLEGIANCE:

PRESENTATION: Mayor's Cup (Jack E. Dale) Trophy Presentation

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 and Resolutions on the agenda. (City Clerk – Ortiz)
- (2) Approval of Payment of Demands as presented. (Finance – McDermott)
- (3) Approval of the expenditure of \$99,666.37 for September 2019 Legal Services and Related Costs. (Finance – McDermott)

- (4) Adoption of a Resolution authorizing the purchase of new structural firefighting clothing (turnouts) from Municipal Emergency Services per National Purchasing Partners, LLC, (dba NPPGov) Contract #00000168 for an amount not to exceed \$8,285.06 and authorizing the City Manager to execute all necessary documents. (Fire – Garlow)
- (5) Approval of an amendment to the agreement with Accent Electronics dba Standard Electronics for Alarm Monitoring, Inspections and Repairs. (Community Services – Maertz)
- (6) Approval of an amendment to the agreement with Steven Smith Landscape, Incorporated for Landscape and Horticultural Management Services in Landscape Maintenance Districts Citywide (Area 3) for an amount not to exceed \$139,011.94. (Community Services – Maertz)
- (7) Adoption of a Resolution authorizing an application for a Neighborhood Reinvestment Program grant from the County of San Diego for the Sports Complex Playground Improvements Project (CIP 2020-41). (Community Services – Maertz)
- (8) Adoption of a Resolution approving the addition of one position to the City Manager’s budget and amending the Salary Schedule to reflect the addition. (Human Resources – Bishop)

PUBLIC HEARING:

- (9) Public Hearing for a Conditional Use Permit (P2019-2) to allow indoor and outdoor motorcycle sales on a portion of a developed, 0.35-acre lot located at 9143 Mission Gorge Road in the General Commercial (GC) zone and finding the project Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305 (APN 383-124-13-00). Applicant: Michael Bencic. (Development Services – Kush)

Recommendation:

1. Conduct and close the Public Hearing; and
2. Find Conditional Use Permit (P2019-2) Categorical Exempt from the provisions of CEQA pursuant to Section 15305 of the CEQA Guidelines and authorize the filing of a Notice of Exemption; and
3. Adopt the Resolution approving Conditional Use Permit (P2019-2).

CONTINUED BUSINESS:

- (10) Second reading and adoption of an Ordinance authorizing the implementation of a Joint Powers Authority Community Choice Aggregation program in the City of Santee. (City Manager – Best)

Recommendation:

Adopt Ordinance.

- (11) Consider a Resolution and Joint Powers Authority (JPA) Agreement creating and joining the Clean Energy Alliance JPA to administer a Community Choice Aggregation (CCA) program. (City Manager – Best)

Recommendation:

1. Consider a Resolution and JPA Agreement with the Clean Energy Alliance.
2. If the City Council elects to join the Clean Energy Alliance, select a City Council Member and Alternate to serve on the Board of Directors.

- (12) Fanita Ranch Workshop III – Parks, Trails and Open Space. (Development Services – Kush)

Recommendation:

Receive report and PowerPoint presentation.

NEW BUSINESS:

- (13) Introduce, and set for Public Hearing, an Ordinance rescinding Chapters 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, and 11.26 of title 11 of the Santee Municipal Code entitled “Buildings and Construction”, in their entirety and adopting by reference the 2019 California Building Standards Code, including the 2019 California Administrative Code, the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Electrical Code, the 2019 California Mechanical Code, the 2019 California Plumbing Code, the 2019 California Energy Code, the 2019 California Historical Building Code, the 2019 California Fire Code, the 2019 California Existing Building Code, the 2019 California Green Building Standards Code, and the California Referenced Standards Code, together with modifications, additions, and deletions thereto. (Development Services/Fire – Kush/Garlow)

Recommendation:

1. Introduce Ordinance for first reading; and
2. Set the Public Hearing and second reading for November 13, 2019.

- (14) Resolution authorizing the execution of a Professional Services Agreement with Superion, LLC, for the Central Square permitting system. (Development Services – Kush)

Recommendation:

Adopt the Resolution authorizing the City Manager to execute a Professional Services Agreement with Superion, LLC, for the Central Square permitting system in an amount not to exceed \$260,000.00.

- (15) Consideration of draft Legislative Policy Memorandum 2019-1 related to general Council meeting policies. (City Attorney/City Clerk – Hagerty/Ortiz)

Recommendation:

Review draft LPM 2019-1 and provide direction to City staff.

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) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
(Government Code Section 54957(b))
Title: City Manager

ADJOURNMENT:



Oct	03	SPARC	Cancelled	Civic Center Building 8A
Oct	09	Council Meeting		Council Chamber
Oct	14	Community Oriented Policing Committee		Council Chamber
Oct	23	Council Meeting		Council Chamber
Nov	07	SPARC		Civic Center Building 8A
Nov	11	Community Oriented Policing Committee	Cancelled	Council Chamber
Nov	20	Revenue Workshop	Cancelled	Council Chamber
Nov	13	Council Meeting		Council Chamber

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

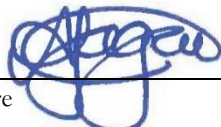
For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City's website at www.CityofSanteeCA.gov.

The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 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.

AFFIDAVIT OF POSTING AGENDA

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

I, Annette Ortiz, City Clerk of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on October 18, 2019, at 4:00 p.m.



 Signature

10/18/19

 Date

City of Santee
COUNCIL AGENDA STATEMENT

Presentation

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE MAYOR'S CUP (JACK E. DALE CUP) TROPHY PRESENTATION:
 VARSITY FOOTBALL GAME BETWEEN SANTANA AND WEST HILLS
 HIGH SCHOOLS

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

The cross-town rival championship trophy was begun in 1990 by then Mayor Jack E. Dale, to promote friendly competition between the high school varsity football teams.

The Mayor's Cup has been designed as a perpetual trophy.

This year's game, held at Santana High School on Friday, October 11, 2019, was won by Santana High School. Members of the winning team are scheduled to attend. Past presentations have been made to:

1990 West Hills	1999 Santana	2003-2009 West Hills
1991-1993 Santana	2000-2001 West Hills	2010-2011 Santana
1994-1998 West Hills	2002 Santana	2012-2018 West Hills

In addition to signifying the City's support of both schools and their student bodies, it is hoped that this presentation will reinforce positive values such as teamwork, community spirit, good sportsmanship and striving for excellence.

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Present Trophy.

ATTACHMENTS (Listed Below)

N/A

City of Santee
COUNCIL AGENDA STATEMENT

Item 1

MEETING DATE October 23, 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 October 23, 2019

AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Tim K. McDermott, Finance

SUMMARY

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

FINANCIAL STATEMENT *#5 for 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>
09/30/2019	Accounts Payable	\$ 126,148.28
10/01/2019	Retiree Health	5,385.00
10/01/2019	Accounts Payable	109,814.50
10/02/2019	Accounts Payable	300,206.02
10/10/2019	Payroll	361,650.07
10/10/2019	Accounts Payable	222,287.90
10/10/2019	Accounts Payable	<u>752,704.95</u>
	TOTAL	<u>\$1,878,196.72</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.

to 

Tim K. McDermott, Director of Finance

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>
53727	9/30/2019	10955 DEPARTMENT OF THE TREASURY	PPE 09/18/19		FED WITHHOLD & MEDICARE	93,823.56
					Total :	93,823.56
53728	9/30/2019	10956 FRANCHISE TAX BOARD	PPE 09/18/19		CA STATE TAX WITHHELD	32,324.72
					Total :	32,324.72
2 Vouchers for bank code : ubgen						Bank total : 126,148.28
2 Vouchers in this report						Total vouchers : 126,148.28

Prepared by: Michael J

Date: 9-30-19

Approved by: Debbie Jennings

Date: 9-30-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
9194	10/1/2019	10353 PERS	09 19 4		RETIREMENT PAYMENT	109,814.50	
						Total :	109,814.50
1 Vouchers for bank code : ubgen						Bank total :	109,814.50
1 Vouchers in this report						Total vouchers :	109,814.50

Prepared by: Michael J
Date: 9-30-19
Approved by: Deatherington
Date: 9-30-19

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10/02/2019 2:34:16PM

Voucher List
CITY OF SANTEE

Page: 3

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122549	10/2/2019	10914 AC&D PUMP SERVICES INC	8748	52507	REPLACEMENT SEWER PUMP	9,049.16
					Total :	9,049.16
122550	10/2/2019	10021 BOUND TREE MEDICAL LLC	08292019	52673	EMS SUPPLIES	-108.00
			83326279	52673	EMS SUPPLIES	1,128.15
			83326280	52673	EMS SUPPLIES	200.41
			83326281	52673	EMS SUPPLIES	91.92
			83332647	52673	EMS SUPPLIES	107.21
			83332648	52673	EMS SUPPLIES	48.00
			83334109	52673	EMS SUPPLIES	1,376.30
			83334110	52673	EMS SUPPLIES	1,431.35
			83334111	52673	EMS SUPPLIES	35.88
			83338303	52673	EMS SUPPLIES	95.90
			83338304	52673	EMS SUPPLIES	95.90
			83340674	52673	EMS SUPPLIES	17.14
			83342709	52673	EMS SUPPLIES	767.38
			83342710	52673	EMS SUPPLIES	17.36
			83342711	52673	EMS SUPPLIES	213.44
			83342712	52673	EMS SUPPLIES	1,825.87
			83342713	52673	EMS SUPPLIES	61.47
			83344666	52673	EMS SUPPLIES	78.20
			CM 70274431	52673	CR-EMS SUPPLIES RETURNED	-129.00
					Total :	7,354.88
122551	10/2/2019	13473 BROWN, DOUGLAS T.	BC18002A		REFUNDABLE DEPOSIT	456.86
					Total :	456.86
122552	10/2/2019	11169 CALIFORNIA WATERS LLC	6465	52679	FOUNTAIN MAINTENANCE	2,543.28
					Total :	2,543.28
122553	10/2/2019	10299 CARQUEST AUTO PARTS	11102-490922	52574	VEHICLE REPAIR PART	23.36
			11102-490928	52574	VEHICLE REPAIR PARTS	27.49
					Total :	50.85
122554	10/2/2019	10031 CDW GOVERNMENT LLC	TTQ0965	52740	FIELD TABLETS-PSD	1,449.71
			TVB2276	52741	FIELD TABLETS-STORM WATER	483.24

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Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122554	10/2/2019	10031 10031 CDW GOVERNMENT LLC	(Continued)			Total : 1,932.95
122555	10/2/2019	13461 BAWDEN, CHASTITY	Ref000059519		DUPLICATE APPLICATION - REFUN	88.00
						Total : 88.00
122556	10/2/2019	10032 CINTAS CORPORATION #694	4029901932 4030011549	52773 52773	UNIFORM/PARTS CLEANER RNTL STATION SUPPLIES	64.65 58.45
						Total : 123.10
122557	10/2/2019	12022 CITY CLERK'S ASSOCIATION	2657		JOB POSTING	200.00
						Total : 200.00
122558	10/2/2019	10979 CITY OF LA MESA	21386 21387		LIVESCAN FINGERPRINTING LIVESCAN FINGERPRINTING	100.00 20.00
						Total : 120.00
122559	10/2/2019	10035 COMPETITIVE METALS INC	342216	52690	METAL SUPPLIES & SERVICES	135.08
						Total : 135.08
122560	10/2/2019	10037 COPY CORRAL INC	49307		SENIOR MAILOUT	241.36
						Total : 241.36
122561	10/2/2019	10333 COX COMMUNICATIONS	063453006 112256001		9534 VIA ZAPADOR 9130 CARLTON OAKS DR	199.19 89.41
						Total : 288.60
122562	10/2/2019	10043 D & D SERVICES INC	102457	52652	DEAD ANIMAL REMOVAL	1,482.89
						Total : 1,482.89
122563	10/2/2019	10057 ESGIL CORPORATION	082019		SHARE OF FEES	114,332.76
						Total : 114,332.76
122564	10/2/2019	12271 FERNO WASHINGTON INC	852419	52590	EQUIPMENT REPAIR PARTS	1,337.16
						Total : 1,337.16
122565	10/2/2019	10009 FIRE ETC	133827	52591	SMALL TOOLS	33.86
						Total : 33.86

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122566	10/2/2019	13462 GEEST, BROOKE	Ref000059520		CORRECT LICENSE TYPE - REFUN	41.00
					Total :	41.00
122567	10/2/2019	12638 GEORGE HILLS COMPANY, INC.	INV1016239	52747	LIABILITY CLAIMS ADMINISTRATIOI	1,488.18
					Total :	1,488.18
122568	10/2/2019	10065 GLOBAL POWER GROUP INC	63701 63749	52682 52682	ELECTRICAL REPAIRS ELECTRICAL REPAIRS	223.09 585.24
					Total :	808.33
122569	10/2/2019	11196 HD SUPPLY FACILITIES	9175482961	52595	SHOP SUPPLIES	61.65
					Total :	61.65
122570	10/2/2019	10256 HOME DEPOT CREDIT SERVICES	1153556 4153532	52597 52597	STATION SUPPLIES STATION SUPPLIES	17.76 48.46
					Total :	66.22
122571	10/2/2019	10759 INDUSTRIAL RUBBER SUPPLY INC	15603	52599	EQUIPMENT REPAIR PARTS	15.05
					Total :	15.05
122572	10/2/2019	10675 IAFC MEMBERSHIP	FY 2019-20		ANNUAL MEMBERSHIP DUES	919.00
					Total :	919.00
122573	10/2/2019	13457 JEROME'S FURNITURE	CD19013S		REFUNDABLE DEPOSIT	1,050.00
					Total :	1,050.00
122574	10/2/2019	10997 LAKESIDE FIRE PREVENTION	140 141	52646 52646	SOFTWARE SUBSCRIPTION SOFTWARE SUBSCRIPTION	548.00 548.00
					Total :	1,096.00
122575	10/2/2019	10174 LN CURTIS AND SONS	INV314985 INV316456	52605 52726	SAFETY EQUIPMENT FIRE HOSE	886.83 9,772.39
					Total :	10,659.22
122576	10/2/2019	10079 MEDICO PROFESSIONAL	20088649 20088651	52763 52763	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 8.16
					Total :	28.18

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122577	10/2/2019	10308 O'REILLY AUTO PARTS	2968-298600	52611	VEHICLE SUPPLIES	14.80
					Total :	14.80
122578	10/2/2019	13056 PACIFIC SWEEPING	150407	52664	STREET SWEEPING SVCS	15,839.98
					Total :	15,839.98
122579	10/2/2019	11802 PACIFICA GLASS COMPANY INC	30421	52534	WINDOW REPLACEMENT	8,691.99
					Total :	8,691.99
122580	10/2/2019	10090 PARKHOUSE TIRE INC	3010302138	52718	TIRES	1,398.28
					Total :	1,398.28
122581	10/2/2019	13447 KELLY, JAMES	Ref000059298		LI Refund Cst #22636	88.00
					Total :	88.00
122582	10/2/2019	12904 PAT DAVIS DESIGN GROUP, INC	6038	52614	GRAPHIC DESIGN WORK	4,087.50
					Total :	4,087.50
122583	10/2/2019	11888 PENSKE FORD	113857	52616	VEHICLE REPAIR	223.02
					Total :	223.02
122584	10/2/2019	10241 CASEY PRICE	09/26/19		PETTY CASH REIMBURSMNT - CSE	213.40
					Total :	213.40
122585	10/2/2019	12846 PLUMBERS DEPOT INC	PD-42711	52700	VACTOR PARTS	610.54
					Total :	610.54
122586	10/2/2019	12062 PURETEC INDUSTRIAL WATER	1739924	52727	DEIONIZED WATER SERVICE	99.22
					Total :	99.22
122587	10/2/2019	11715 PURPLE TENNIS NATION	20194		INSTRUCTOR PAYMENT	1,029.00
					Total :	1,029.00
122588	10/2/2019	10221 QUALITY CODE PUBLISHING LLC	2019-317	52784	MUNICIPAL CODE SERVICES	14,233.90
					Total :	14,233.90
122589	10/2/2019	13460 BELLINGER, CRAIG	Ref000059518		CORRECT LICENSE TYPE - REFUN	41.00
					Total :	41.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122590	10/2/2019	12994 RINCON CONSULTANTS, INC	14513	52099	FANITA RANCH - PHASE II SVCS	3,911.78
Total :						3,911.78
122591	10/2/2019	13459 RODEN, JEANNE	Ref000059517		DUPLICATE APPLICATION	88.00
Total :						88.00
122592	10/2/2019	13153 ROTO-ROOTER PLUMBING &	SD239830	52651	PLUMBING REPAIRS	299.50
			SD255758	52651	PLUMBING REPAIRS	231.46
			SD255759	52651	PLUMBING REPAIRS	257.41
			SD255768	52651	PLUMBING REPAIRS	501.64
Total :						1,290.01
122593	10/2/2019	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8		STREET LIGHTS	33,153.40
			2237 358 004 2		TRAFFIC SIGNALS	4,963.46
			3422 380 562 8		ROW / MEDIANS	226.75
			4394 020 550 9		LMD	4,428.60
			7990 068 577 7		PARKS	17,884.49
			8509 742 169 4		CITY HALL GROUP BILL	11,712.83
Total :						72,369.53
122594	10/2/2019	13171 SC COMMERCIAL, LLC	0708234-IN	52644	DELIVERED FUEL	666.34
			0708910-IN	52644	DELIVERED FUEL	554.96
			CL27069	52643	FLEET CARD FUELING	2,035.20
Total :						3,256.50
122595	10/2/2019	10314 SOUTH COAST EMERGENCY VEHICLE	495722	52647	VEHICLE REPAIR	727.52
Total :						727.52
122596	10/2/2019	10217 STAPLES ADVANTAGE	3424421828	52662	AS NEEDED OFFICE SUPPLIES	74.88
			3424603597	52730	FY 19/20 OFFICE SUPPLIES	100.19
			3424750651	52730	OFFICE SUPPLIES	20.25
Total :						195.32
122597	10/2/2019	10027 STATE OF CALIFORNIA	401687		FINGERPRINT COSTS	64.00
Total :						64.00
122598	10/2/2019	10482 TRISTAR RISK MANAGEMENT	97833	52782	FY 19/20 CLAIMS SERVICES	7,197.25
			98334	52782	FY 19/20 CLAIMS SERVICES	7,197.25

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122598	10/2/2019	10482 10482 TRISTAR RISK MANAGEMENT	(Continued)			Total : 14,394.50
122599	10/2/2019	12480 UNITED SITE SERVICES	114-9065752	52648	SANTEE SUMMER CONCERTS	355.58
						Total : 355.58
122600	10/2/2019	11194 USAFACT INC	9081059 9083050 9092159		BACKGROUND CHECK BACKGROUND CHECK BACKGROUND CHECK	28.92 18.52 65.96
						Total : 113.40
122601	10/2/2019	11377 WELSH, JAMES	09242019		PARAMEDIC LICENSE RENEWAL	200.00
						Total : 200.00
122602	10/2/2019	10537 WETMORES	63100116 63100147 63100295	52638 52638 52638	VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS	96.93 20.31 6.85
						Total : 124.09
122603	10/2/2019	10232 XEROX CORPORATION	098094738	52640	COPY CHARGES & LEASE	126.51
						Total : 126.51
122604	10/2/2019	10318 ZOLL MEDICAL CORPORATION	2932318	52655	EMS SUPPLIES	415.03
						Total : 415.03
56 Vouchers for bank code : ubgen						Bank total : 300,206.02
56 Vouchers in this report						Total vouchers : 300,206.02

Prepared by: *[Signature]*
 Date: 10-02-19
 Approved by: *[Signature]*
 Date: 10-2-19

vchlist
 10/10/2019 8:50:48AM

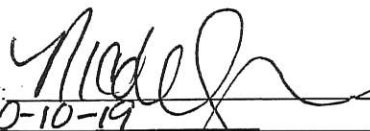
Voucher List
 CITY OF SANTEE

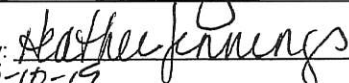
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122605	10/10/2019	12903 AMERICAN FIDELITY ASSURANCE CO	2052030		FLEXIBLE SPENDING ACCOUNT	2,845.78
					Total :	2,845.78
122606	10/10/2019	10208 ANTHEM EAP	77897		EMPLOYEE ASSISTANCE PROGRAI	277.50
					Total :	277.50
122607	10/10/2019	10334 CHLIC	2538332		HEALTH/DENTAL INSURANCE	183,018.12
					Total :	183,018.12
122608	10/10/2019	10844 FRANCHISE TAX BOARD	PPE 10/02/19		WITHHOLDING ORDER	25.00
					Total :	25.00
122609	10/10/2019	10785 RELIANCE STANDARD LIFE	October 2019		VOLUNTARY LIFE INSURANCE	645.98
					Total :	645.98
122610	10/10/2019	10424 SANTEE FIREFIGHTERS	PPE 10/02/19		DUES/PEC/BENEVOLENT/BC EXP	2,742.53
					Total :	2,742.53
122611	10/10/2019	10776 STATE OF CALIFORNIA	PPE 10/02/19		WITHHOLDING ORDER	308.30
					Total :	308.30
122612	10/10/2019	10001 US BANK	PPE 10/02/19		PARS RETIREMENT	1,473.86
					Total :	1,473.86
122613	10/10/2019	10959 VANTAGE TRANSFER AGENT/457	PPE 10/02/19		ICMA - 457	27,135.65
					Total :	27,135.65
122614	10/10/2019	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 10/02/19		RETIREMENT HSA	3,815.18
					Total :	3,815.18
Bank total :						222,287.90
10 Vouchers for bank code : ubgen						
10 Vouchers in this report						Total vouchers : 222,287.90

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: 10-10-19

Approved by: 
Date: 10-10-19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122615	10/10/2019	13046 A & D FIRE SPRINKLERS, INC	SDS1220870-1	52721	BACKFLOW REPAIRS	1,010.00
			SDS1220871-1	52721	BACKFLOW REPAIRS	470.00
					Total :	1,480.00
122616	10/10/2019	13481 AGENT-MARTINEZ, AMBER	2003802.001		REFUND OF RECREATION FEES P/	84.00
					Total :	84.00
122617	10/10/2019	10010 ALLIANT INSURANCE SERVICES INC	07/01/19-09/30/19		3RD QTR EVENT INS	814.00
					Total :	814.00
122618	10/10/2019	12083 ANIMAL PEST MANAGEMENT	582583	52722	PEST CONTROL SERVICES	45.00
			593155	52722	PEST CONTROL SERVICES	77.10
			593156	52722	PEST CONTROL SERVICES	77.10
			594295	52722	PEST CONTROL SERVICES	75.00
			594296	52722	PEST CONTROL SERVICES	123.36
			594297	52722	PEST CONTROL SERVICES	123.36
					Total :	520.92
122619	10/10/2019	10412 AT&T	000013651202		TELEPHONE	802.65
					Total :	802.65
122620	10/10/2019	10516 AWARDS BY NAVAJO	0819360		SPARC NAMETAG AND NAME PLAT	23.22
					Total :	23.22
122621	10/10/2019	10018 BENCHMARK LANDSCAPE SVCS INC	152756	52656	A3 LANDSCAPE SERVICES	9,850.50
			152757	52666	A2 LANDSCAPE SERVICES	12,575.00
					Total :	22,425.50
122622	10/10/2019	12506 BEST, MARLENE	10022019		LEAGUE OF CA CITIES	214.00
					Total :	214.00
122623	10/10/2019	10021 BOUND TREE MEDICAL LLC	83349742	52673	EMS SUPPLIES	119.59
			83349743	52673	EMS SUPPLIES	7.56
			83349744	52673	EMS SUPPLIES	264.54
			83349745	52673	EMS SUPPLIES	381.12
			83349746	52673	EMS SUPPLIES	381.12
			83351545	52673	EMS SUPPLIES	878.54

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122623	10/10/2019	10021 10021 BOUND TREE MEDICAL LLC	(Continued)			Total : 2,032.47
122624	10/10/2019	10668 CALIFORNIA BUILDING STANDARDS	JUL-SEPT 2019		SB1473 JULY - SEPT 2019	1,804.50
						Total : 1,804.50
122625	10/10/2019	11055 CALIFORNIA SIGNS AND MARKETING	21800	52723	FACILITY SIGNAGE	26.94
						Total : 26.94
122626	10/10/2019	10299 CARQUEST AUTO PARTS	11102-491183 11102-491186 11102-491354	52574 52574 52574	VEHICLE REPAIR PART VEHICLE REPAIR PARTS VEHICLE REPAIR PART	56.41 115.64 5.98
						Total : 178.03
122627	10/10/2019	12665 CARROLL BUSINESS SUPPLY	938658-0		OFFICE SUPPLIES	133.57
						Total : 133.57
122628	10/10/2019	11448 CHEN RYAN ASSOCIATES INC	2019.1916	52503	ACTIVE TRANS STUDY	8,594.98
						Total : 8,594.98
122629	10/10/2019	10032 CINTAS CORPORATION #694	4030417829	52773	UNIFORM/PARTS CLEANER RNTL	64.65
						Total : 64.65
122630	10/10/2019	12328 CINTAS CORP. #2	9058377630 9059279743	52680 52680	FIRST AID KITS FIRST AID KITS	2,834.84 3,211.49
						Total : 6,046.33
122631	10/10/2019	10035 COMPETITIVE METALS INC	342352 344231	52690 52690	METAL SUPPLIES & SERVICES METAL SUPPLIES	24.67 22.98
						Total : 47.65
122632	10/10/2019	12153 CORODATA RECORDS	RS4523947	52742	DOCUMENT RETRIEVAL & STORAG	506.67
						Total : 506.67
122633	10/10/2019	10040 COUNTYWIDE MECHANICAL SYSTEMS	18601 18740	52641 52641	HVAC MAINT & REPAIRS HVAC MAINT & REPAIRS	374.69 679.43
						Total : 1,054.12
122634	10/10/2019	10046 D MAX ENGINEERING INC	5148	52475	WATER QUALITY MONITORING	27,469.73

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122634	10/10/2019	10046	10046 D MAX ENGINEERING INC		(Continued)	Total : 27,469.73
122635	10/10/2019	10433	DEPARTMENT OF CONSERVATION		JUL - SEPT 2019	SMIP JUL - SEPT 2019 Total : 11,098.98
122636	10/10/2019	10363	DIAMONDBACK FIRE & RESCUE, INC	24619	52584	SCBA EQUIPMENT REPAIR PRTS Total : 887.78
122637	10/10/2019	11017	DIVISION OF THE STATE		AB1379 JUL-SEPT 2019	AB1379 JUL-SEPT 2019 Total : 186.40
122638	10/10/2019	11295	DOKKEN ENGINEERING	35502 35505	52440 52440	MAST PARK IMPROVEMENTS WOODSIDE ROUNDABOUT Total : 6,506.50
122639	10/10/2019	12970	DUDEK	20195362 20196507	52074 52074	WALKER PRESERVE RESTORATIO WALKER PRESERVE RESTORATIO Total : 3,285.67
122640	10/10/2019	10251	FEDERAL EXPRESS	6-743-55861		SHIPPING CHARGES Total : 35.18
122641	10/10/2019	11822	FORMS AND SURFACES INC	D141846-00	52783	LITTER RECEPTACLES - DEPOSIT Total : 11,746.91
122642	10/10/2019	10065	GLOBAL POWER GROUP INC	63689	52645	GENERATOR REPAIRS Total : 6,822.46
122643	10/10/2019	10066	GLOBALSTAR USA LLC	1000000010650712		SATELLITE PHONE SERVICE Total : 91.28
122644	10/10/2019	11196	HD SUPPLY FACILITIES	9175788880 9175788883 9175832105	52596 52596 52596	STATION SUPPLIES STATION SUPPLIES STATION SUPPLIES Total : 770.90
122645	10/10/2019	10144	HDL COREN & CONE	0027098-IN 0027111-IN	52736 52770	2019 CAFR STATISTICAL REPORT FY 19/20 PROP TAX AUDIT & INFO S Total : 4,750.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122645	10/10/2019	10144	10144 HDL COREN & CONE		(Continued)	Total : 5,395.00
122646	10/10/2019	10600	HINDERLITER, DE LLAMAS & ASSOC	0032058-IN (A) 0032058-IN (B)	52748	FY 19/20 QRTL SALES TAX REP AUDIT SALES TAX QTR 2 2019 Total : 8,739.50
122647	10/10/2019	10246	HUDSON SAFETY T LITE RENTALS	00066376 00066800	52696 52696	TRAFFIC SIGNS TRAFFIC SIGNS Total : 188.36
122648	10/10/2019	13223	KOVAL, LAURA	10022019		LEAGUE OF CA CITIES Total : 214.00
122649	10/10/2019	11292	LIEBERT CASSIDY WHITMORE	PSEM8251		LCW SEMINAR Total : 500.00
122650	10/10/2019	10079	MEDICO PROFESSIONAL	20092356 20092358	52763 52763	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE Total : 28.18
122651	10/10/2019	11783	MINTO, JOHN	10022019		LEAGUE OF CA CITIES Total : 214.00
122652	10/10/2019	10507	MITEL LEASING	902158869 902158919 902159014 902159030		MONTHLY RENTAL 122670 MONTHLY RENTAL 124690 MONTHLY RENTAL 130737 MONTHLY RENTAL 131413 Total : 2,733.95
122653	10/10/2019	12451	MOBILE GRAPHICS & DESIGN	2019901	52607	BANNERS Total : 225.00
122654	10/10/2019	10083	MUNICIPAL EMERGENCY SERVICES	IN1377171	52608	SAFETY EQUIPMENT Total : 356.65
122655	10/10/2019	10218	OFFICE DEPOT	378892562001	52612	OFFICE SUPPLIES Total : 377.02

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122656	10/10/2019	10308 O'REILLY AUTO PARTS	2968-299555	52611	VEHICLE REPAIR PARTS	29.91
			2968-299938	52611	VEHICLE REPAIR PART	5.92
					Total :	35.83
122657	10/10/2019	13117 ORTIZ, ANNETTE	10022019		LEAGUE OF CA CITIES	214.00
					Total :	214.00
122658	10/10/2019	10090 PARKHOUSE TIRE INC	3010302671	52718	TIRES	1,378.49
					Total :	1,378.49
122659	10/10/2019	13482 PEVZNER, ELLINA	CD18031S		REFUNDABLE DEPOSIT	625.30
					Total :	625.30
122660	10/10/2019	10092 PHOENIX GROUP INFO SYSTEMS	082019031	52766	PARKING CITE PROCESS SVCS	778.00
					Total :	778.00
122661	10/10/2019	10161 PRIZM JANITORIAL SERVICES INC	17607	52659	CUSTODIAL SERVICES - PARKS	400.00
			17608	52659	CUSTODIAL SERVICES - PARKS	160.00
					Total :	560.00
122662	10/10/2019	12994 RINCON CONSULTANTS, INC	15272	52099	FANITA RANCH - PHASE II	3,247.85
					Total :	3,247.85
122663	10/10/2019	10096 ROGER DANIELS ALIGN & BRAKE	53266	52621	VEHICLE SERVICE	279.04
					Total :	279.04
122664	10/10/2019	13171 SC COMMERCIAL, LLC	0710526-IN	52644	DELIVERED FUEL	536.70
			0711481-IN	52644	DELIVERED FUEL	499.67
			0712812-IN	52644	DELIVERED FUEL	607.43
			CL27568	52643	FLEET CARD FUELING	1,586.06
					Total :	3,229.86
122665	10/10/2019	13206 SHARP BUSINESS SYSTEMS	9002214320	52713	SHARP MAINTENANCE/COPIES	932.80
					Total :	932.80
122666	10/10/2019	13161 SOCAL PPE	2053	52720	TURNOUT RENTAL	1,293.00
					Total :	1,293.00

Bank code : ubgen


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122667	10/10/2019	11341 SRM CONTRACTING & PAVING	2 2R	52671	CITYWIDE SLURRY SEAL AND MAINT RETENTION	526,021.71 -26,301.09 Total : 499,720.62
122668	10/10/2019	10217 STAPLES ADVANTAGE	3423268642 3423341487 3424662178 3424909742	52703 52703 52703 52730	OFFICE SUPPLIES PSD OFFICE SUPPLIES PSD OFFICE SUPPLIES PSD OFFICE SUPPLIES	12.91 137.49 61.79 210.10 Total : 422.29
122669	10/10/2019	10119 STEVEN SMITH LANDSCAPE INC	41966 41967 41968 42034 42035 42153 42197 42198 42227	52665 52665 52665 52665 52665 52665 52665 52665 52665	A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES A1 LANDSCAPE SERVICES	280.00 480.00 480.00 45.00 90.00 34,774.13 540.00 315.00 98.89 Total : 37,103.02
122670	10/10/2019	10250 THE EAST COUNTY	00086830 00086983 00087046		PUBLICATION ORD. 568 PUBLIC NOTICE NOTICE OF PUBLIC HEARING	157.50 112.00 269.50 Total : 539.00
122671	10/10/2019	13106 THE HONEY PEOPLE	91419		SANTEE BLUEGRASS FESTIVAL	150.00 Total : 150.00
122672	10/10/2019	13333 TJ JANCA CONSTRUCTION INC	19-7233	52781	SKY RANCH PARK	2,485.00 Total : 2,485.00
122673	10/10/2019	10692 UNITED PARCEL SERVICE	000006150X379		SHIPPING CHARGES	17.92 Total : 17.92
122674	10/10/2019	12480 UNITED SITE SERVICES	114-9049340 114-9108778 114-9150714	52648 52648 52648	PORTABLE TOILETS PORTABLE TOILETS SANTEE BLUEGRASS FESTIVAL	206.33 121.94 1,445.43

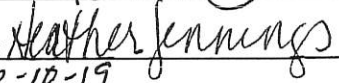
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
122674	10/10/2019	12480 12480 UNITED SITE SERVICES	(Continued)			Total : 1,773.70
122675	10/10/2019	13483 VARNER CONSTRUCTION	MOV8265s		REFUNDABLE DEPOSIT	1,500.00 Total : 1,500.00
122676	10/10/2019	12888 VINYARD DOORS	99378		DOOR REPAIRS	2,540.00 Total : 2,540.00
122677	10/10/2019	13302 WESTERN DOOR	18537 18538 18700	52542 52540	EXTERIOR DOORS FIRE 4 INTERIOR DOOR REPLACEMENT BUILDING 5 DOOR INSTALLATION	9,619.14 7,347.00 1,865.00 Total : 18,831.14
122678	10/10/2019	11151 WESTNET INC	26093	52433 52433	STATION 4 ALERTING SYSTEM	39,304.93 Total : 39,304.93
122679	10/10/2019	10537 WETMORES	63100554	52638	EQUIPMENT REPAIR PART	195.03 Total : 195.03
122680	10/10/2019	10879 WHITAKER BROTHERS BUSINESS	SRV095257		EQUIPMENT REPAIR	350.93 Total : 350.93
122681	10/10/2019	13152 WORKMAN, CARISA	10012019		EMPLOYEE REIMBURSEMENT	168.50 Total : 168.50
122682	10/10/2019	10232 XEROX CORPORATION	097835743		FINAL XEROX BILL FY 18/19	62.55 Total : 62.55
122683	10/10/2019	10318 ZOLL MEDICAL CORPORATION	2934319	52655	EMS SUPPLIES	238.50 Total : 238.50
69 Vouchers for bank code : ubgen						Bank total : 752,704.95
69 Vouchers in this report						Total vouchers : 752,704.95

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: 10-10-19

Approved by: 
Date: 10-10-19

City of Santee
COUNCIL AGENDA STATEMENT

Item 3

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE **APPROVAL OF THE EXPENDITURE OF \$99,666.37 FOR SEPTEMBER 2019 LEGAL SERVICES AND RELATED COSTS**

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

SUMMARY

Legal services invoices proposed for payment for the month of September 2019 total \$99,666.37 as follows:

1) General Retainer Services	\$ 15,623.22
2) Labor & Employment	4,067.54
3) Litigation & Claims	5,689.45
4) Special Projects - General Fund	33,333.29
5) Special Projects – Other Funds	489.30
6) Third-Party Reimbursable Projects	<u>40,463.57</u>
Total	<u>\$ 99,666.37</u>

TKM
FINANCIAL STATEMENT

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 572,120.00	
Revised Budget	\$ 602,120.00	
Prior Expenditures	(147,552.78)	
Current Request	(58,713.50)	\$ 395,853.72
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 26,400.00	
Revised Budget	\$ 26,400.00	
Prior Expenditures	(2,097.00)	
Current Request	(489.30)	\$ 23,813.70

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Approve the expenditure of \$99,666.37 for September 2019 legal services and related costs.

ATTACHMENT (Listed Below)

Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY
FY 2019-20

<u>Category</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Spent Year to Date</u>	<u>Available Balance</u>	<u>Current Request Mo/Yr</u>	<u>Amount</u>
General Fund:						
General / Retainer	\$ 186,120.00	\$ 186,120.00	\$ 31,913.62	\$ 154,206.38	Sep-19	\$ 15,623.22
Labor & Employment	60,000.00	60,000.00	11,747.78	48,252.22	Sep-19	4,067.54
Litigation & Claims	70,000.00	70,000.00	6,441.92	63,558.08	Sep-19	5,689.45
Special Projects	256,000.00	286,000.00	97,449.46	188,550.54	Sep-19	33,333.29
Total	\$ 572,120.00	\$ 602,120.00	\$ 147,552.78	\$ 454,567.22		\$ 58,713.50
Other City Funds:						
Special Projects	\$ 21,400.00	\$ 21,400.00	\$ 1,374.70	\$ 20,025.30	Sep-19	\$ 233.00
MHFP Commission	5,000.00	5,000.00	722.30	4,277.70	Sep-19	256.30
Total	\$ 26,400.00	\$ 26,400.00	\$ 2,097.00	\$ 24,303.00		\$ 489.30
Third-Party Reimbursable:						
Sky Ranch	n/a	n/a	\$ 421.00	n/a		\$ -
Lantern Crest	n/a	n/a	3,459.20	n/a	Sep-19	289.60
Weston	n/a	n/a	5,473.44	n/a	Sep-19	3,914.49
MSCP - Subarea Plan	n/a	n/a	3,329.40	n/a	Sep-19	337.20
Home Fed Project	n/a	n/a	19,038.30	n/a	Sep-19	27,998.27
Prospect Estates II	n/a	n/a	90.00	n/a	Sep-19	842.00
River Village	n/a	n/a	-	n/a	Sep-19	512.00
Carribbean Way TM/DR Permit	n/a	n/a	-	n/a	Sep-19	60.00
Sharp Medical Office Building	n/a	n/a	210.00	n/a		-
Cornerstone Communities	n/a	n/a	2,645.00	n/a		-
8711 Atlas View	n/a	n/a	463.40	n/a		-
Woodsprings Suites	n/a	n/a	832.60	n/a	Sep-19	4,012.21
Hillside Meadows Mitigation	n/a	n/a	18.92	n/a		-
Carlton Oaks Redevelopment	n/a	n/a	-	n/a	Sep-19	2,316.80
Graves Commerical Center	n/a	n/a	-	n/a	Sep-19	181.00
Total			\$ 35,981.26			\$ 40,463.57

LEGAL SERVICES BILLING SUMMARY
FY 2019-20

Total Previously Spent to Date	
FY 2019-20	
General Fund	\$ 147,552.78
Other City Funds	2,097.00
Applicant Deposits	35,981.26
Total	<u>\$ 185,631.04</u>

Total Proposed for Payment	
General Fund	\$ 58,713.50
Other City Funds	489.30
Applicant Deposits	40,463.57
Total	<u>\$ 99,666.37</u>

City of Santee
COUNCIL AGENDA STATEMENT

Item 4

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION AUTHORIZING THE PURCHASE OF NEW STRUCTURAL FIREFIGHTING CLOTHING (TURNOUTS) FROM MUNICIPAL EMERGENCY SERVICES PER NATIONAL PURCHASING PARTNERS, LLC, (dba NPPGov) CONTRACT #00000168**

DIRECTOR/DEPARTMENT John Garlow, Fire Chief *JG*

SUMMARY

This item requests City Council authorization to purchase an additional three (3) sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES). This purchase is necessary in order to properly outfit the Fire Department's three (3) new firefighter-paramedics with properly fitting gear.

Santee Municipal Code Section 3.24.130 authorizes the City to purchase equipment and supplies from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.100. On May 28, 2017, the Public Procurement Authority, working in cooperation with National Purchasing Partners, LLC, (dba NPPGov) completed a competitive process, substantially complying with Santee's Municipal Code, for procurement of fire turnouts and fire-related equipment. Based on the requirements for the lowest responsive responsible bidder offering the best overall quality and selection of products and services, Municipal Emergency Services (MES) was one of the vendors awarded Contract #00000168 for fire turnouts and fire-related equipment for an initial term of three years plus three annual options to renew.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$25,000. City Council previously approved the purchase of twenty-one (21) sets of structural firefighting clothing (turnouts) earlier this fiscal year for previous new-hires and to work towards the goal of a second set of structural firefighting clothing (turnouts) for each firefighter. Staff recommends utilizing NPPGov Contract #00000168 to purchase an additional three (3) sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES) for an amount not to exceed \$8,285.06. The total cost for twenty-four (24) sets of structural firefighting clothing (turnouts) purchased during FY 19/20 will be an amount not to exceed be \$60,927.40.

FINANCIAL STATEMENT *HJ 305 TM*

Funding for the purchase of the three sets of structural firefighting clothing (turnouts) is budgeted in the FY 2019-20 Fire Department budget, Emergency Operations account 1001.03.2202.51165.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *KLFox MB*

Adopt resolution authorizing the purchase of three (3) sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES) per NPPGov Contract #00000168 for an amount not to exceed \$8,285.06 and authorizing the City Manager to execute all necessary documents.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING THE PURCHASE OF NEW STRUCTURAL FIREFIGHTING CLOTHING
(TURNOUTS) FROM MUNICIPAL EMERGENCY SERVICES PER NATIONAL PURCHASING
PARTNERS, LLC, (dba NPPGov) CONTRACT #00000168**

WHEREAS, the City of Santee's ("City") adopted FY 2019-20 Fire and Life Safety Department operating budget includes funding for the purchase of structural firefighting clothing (turnouts); and

WHEREAS, Santee Municipal Code Section 3.24.130 authorizes the City to purchase equipment and supplies from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complies with the formal bidding procedures in Santee Municipal Code Section 3.24.100; and

WHEREAS, in May 2017, the Public Procurement Authority, working in cooperation with National Purchasing Partners, LLC, (dba NPPGov) completed a competitive process, substantially complying with Santee's Municipal Code, for procurement of fire turnouts and fire-related equipment; and

WHEREAS, Municipal Emergency Services (MES) was one of the vendors awarded Contract #00000168 for fire turnouts and fire-related equipment for an initial term of three years plus three annual options to renew; and

WHEREAS, the City desires to use NPPGov Contract #00000168 to purchase three (3) sets of structural firefighting clothing (turnouts) for the Fire and Life Safety Department to outfit the department's three newest firefighters with safety clothing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California, that the City Council hereby:

1. Authorizes the purchase of three (3) sets of structural firefighting clothing (turnouts) from Municipal Emergency Services (MES) per NPPGov Contract #00000168 for an amount not to exceed \$8,285.06; and
2. Authorizes the City Manager to execute all necessary documents.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23rd day of October 2019, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, MBA, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

Item 5

MEETING DATE

October 23, 2019

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH ACCENT ELECTRONICS DBA STANDARD ELECTRONICS FOR ALARM MONITORING, INSPECTIONS & REPAIRS

DIRECTOR/DEPARTMENT

Bill Maertz, Community Services *WMM*

SUMMARY

On January 7, 2019, the City entered into a contract with Standard Electronics for Alarm Monitoring, Inspections & Repairs. On May 28, 2019, a First Amendment to the contract was executed to add additional work to replace entry keypads at City Hall and to troubleshoot the alarm system, and to procure and install a replacement exterior fire bell at Fire Station #5. It was subsequently determined that the Extra Work authorization of the original contract covered the work described in the First Amendment. Consequently, the First Amendment was not needed and is considered null and void.

This amendment will modify the contract to increase the total amount of Additional Work authorized during the entire contract term of January 7, 2019 through June 30, 2020 from an amount not to exceed \$3,770.00 to an amount not to exceed \$20,131.17. This Additional Work includes the following: i) keypads replaced during FY 2018-19 at City Hall Building 4 and the Public Works Operations Center totaling \$1,033.51; ii) inspection of City Hall Buildings 1 and 2 security systems in the amount of \$190.00; iii) repairs to sprinkler systems at the Public Services Operations Center and Fire Station #5 totaling \$1,615.79; iv) replacement of seven keypads at City Hall totaling \$3,326.87; v) Fire Administration front door keypad and push buttons installation in the amount of \$4,025.00; vi) installation of keypad/proximity readers for Emergency Operations Center time keeping in the amount of \$2,296.00; vii) installation of access control hardware for the Human Resources Department in the amount of \$3,944.00; viii) repairs at the Public Services Operations Center in the estimated amount of \$1,200.00 and ix) a contingency for Additional Work that may be required through June 30, 2020 in the amount of \$2,500.00.

In addition, this amendment will increase the FY 2019-20 base contract by \$1,425.00 for fire alarm and sprinkler system testing originally scheduled for April-June 2019 which was billed to the contract in FY 2019-20.

As a result of these amendments, the total authorized contract amount for FY 2019-20 will be \$30,842.66.

FINANCIAL STATEMENT *HJ for TIM*

Funding for this contract amendment will be provided by funds available in the FY 2019-20 adopted Community Services Department budget in the General Fund.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *KV for MIB*

Approve and authorize the City Manager to execute the First Amendment to the contract with Standard Electronics, Inc. for Alarm Monitoring, Inspections and Repairs.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

Item 6

MEETING DATE

October 23, 2019

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH STEVEN SMITH LANDSCAPE, INC. FOR LANDSCAPE AND HORTICULTURAL MANAGEMENT SERVICES (AREA 3)

DIRECTOR/DEPARTMENT

Bill Maertz, Community Services *WMM*

SUMMARY

On October 1, 2019, the City entered into a contract with Steven Smith Landscape, Inc. for Landscape and Horticultural Management Services in Landscape Maintenance Districts ("LMDs") Citywide (Area 3) ("Contract").

This amendment will modify the Contract to temporarily increase Extra Work in the El Nopal Estates LMD by \$18,433.00 to replace landscape materials and irrigation systems, thus increasing the FY 19/20 Contract amount from \$120,578.94 to \$139,011.94. The FY 20/21 Contract amount will revert to \$120,578.94.

A majority of property owners within the El Nopal Estates Landscape Maintenance District cast ballots in support of increasing landscape maintenance assessments to fund the replacement and ongoing maintenance of landscaping within the district. This amendment will provide for the replacement of existing landscaping with a drought tolerant landscape requested by the property owners.

FINANCIAL STATEMENT *HJ/TM*

Funding for this contract amendment will be provided by funds available in the FY 2019-20 adopted Community Services Department budget in the El Nopal Estates Landscape Maintenance District.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *KV/for MB*

Approve and authorize the City Manager to execute the First Amendment to the contract with Steven Smith Landscape, Inc. for Landscape and Horticultural Management Services in Landscape Maintenance Districts Citywide (Area 3) for a not to exceed amount of \$139,011.94.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

Item 7

MEETING DATE

October 23, 2019

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION AUTHORIZING AN APPLICATION FOR A NEIGHBORHOOD REINVESTMENT GRANT FROM THE COUNTY OF SAN DIEGO FOR THE SPORTS COMPLEX PLAYGROUND IMPROVEMENTS PROJECT (CIP 2020-41)**

DIRECTOR/DEPARTMENT

Bill Maertz, Community Services *wmm*

SUMMARY

The County of San Diego's Neighborhood Reinvestment Program provides grant funds to public agencies and nonprofit organizations for one-time community, social, environmental, educational, cultural or recreational needs. City staff intends to apply for grant funds under this program to finance the purchase and installation of playground equipment at SportsPlex USA Santee.

The Sports Complex component of Santee's Town Center Community Park attracts 375,000 visitors annually and hosts the United States Police and Fire Championship and the Triple Crown Girls Softball World Series, attracting 2,000 visitors daily.

While the Sports Complex is a popular East County destination for team play, there are no opportunities for family members to engage in unstructured physical activity. The addition of a thoughtfully-designed playground will provide a healthy outlet for young spectators and enhance the appeal of the Sports Complex to East County families and help celebrate the 10-year anniversary of Sportsplex's 2010 opening.

A City match in an amount equal to the grant request (\$37,900) is recommended. Prior to accepting grant funds, City staff will confirm the availability of sufficient excess Park In-Lieu Fee funds currently committed to the Mast Park Improvement Project. In addition, the City has been awarded a grant of up to \$31,791 from the California Parks and Recreation Society for the project.

FINANCIAL STATEMENT *to be confirmed*

There are no filing fees associated with the Neighborhood Reinvestment Grant Program.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *KV for MB*

Approve the resolution authorizing City staff to apply for the Neighborhood Reinvestment Program grant and authorizing the City Manager to execute the application and all documents related to the Neighborhood Reinvestment Program grant.

ATTACHMENTS (Listed Below)

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING AN APPLICATION FOR A NEIGHBORHOOD REINVESTMENT
GRANT FROM THE COUNTY OF SAN DIEGO FOR THE SPORTS COMPLEX
PLAYGROUND IMPROVEMENTS PROJECT (CIP 2020-41)**

WHEREAS, the County of San Diego Neighborhood Reinvestment Program provides funding for nonprofits and public agencies for one-time community, social, environmental, educational, cultural or recreational needs; and

WHEREAS, the City of Santee intends to submit an application to the County of San Diego Neighborhood Reinvestment Program to help finance the construction and installation of new playground equipment at Town Center Community Park within the Sports Complex facility; and

WHEREAS, a Resolution expressing the City Council's support for the grant application and designating the grant signatory is required by the County.

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

1. The City of Santee is a public agency under the laws of the State of California; and
2. City staff is hereby authorized to file an application with the County of San Diego for Neighborhood Reinvestment Program funding for the Sports Complex Playground Improvements Project during the County's 2019-20 fiscal year; and
3. The Santee City Manager is authorized to execute the grant application, grant agreement or any other related documents as required by the County of San Diego to receive funding under the Neighborhood Reinvestment Program.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23rd day of October 2019, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, MBA, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

Item 8

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION ADDING ONE POSITION AND AMENDING THE SALARY SCHEDULE TO REFLECT THE ADDITION**

DIRECTOR/DEPARTMENT Jessie Bishop, Human Resources



SUMMARY

Included among several of the Council priorities for Fiscal Year 2019-2020, are efforts toward creating an Entertainment District including a new Theater, celebrating the 40th year of the City's incorporation, potentially developing a Visual Arts Center and implementing the results of the new branding recommendations for the City of Santee. These specific priorities relate to the enhanced economic development efforts of Santee.

With respect to these organizational goals, the Human Resources staff conducted a classification and compensation review of the positions in the City Manager's office. To achieve the need for increased marketing and publicity outreach efforts in support of these increased economic development priorities, it is recommended that a position be added to the City Manager's office and classified as a Marketing Coordinator. It is recommended that this position be designated as an at-will Middle Management position based on the level of responsibility of the position and the qualifications required for the position. The proposed salary range for this position is \$63,358.04 to \$90,511.49. An amended Salary Schedule is attached reflecting the addition of the Marketing Coordinator.

California Code of Regulations, Title 2, Section 570.5 requires that, for purposes of determining a retiring employee's pension allowance, the pay rate be limited to the amount listed on a pay schedule that meets certain requirements and be approved by the governing body in accordance with the requirements of applicable public meeting laws. Approval of this resolution will update the salary schedule to reflect the addition of the one position.

FINANCIAL STATEMENT



The proposed addition of a Marketing Coordinator would result in an estimated \$83,000 initial cost increase to the City Manager's 2019-20 budget, with an eventual annual cost impact of \$120,500. Adjustments for the FY 2019-20 budgets will be included in the FY 2019-20 mid-year budget adjustments that will be brought forward to the City Council in the first quarter of 2020.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION



Adopt the attached Resolution approving the addition of one FTE to the City Manager's budget and the amended Salary Schedule.

ATTACHMENTS (Listed Below)

Resolution
Attachment "A" Salary Schedule

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, ADDING ONE POSITION AND AMENDING THE SALARY
SCHEDULE TO REFLECT THE ADDITION**

WHEREAS, the City has conducted a classification and compensation review of the positions in the City Manager's office which resulted in a recommendation to add a position in the City Manager's office and classify it as a Marketing Coordinator; and

WHEREAS, the change consists of adding one (1) Full Time Equivalent (FTE) Marketing Coordinator position in the City Manager's office; and

WHEREAS, the Hourly, General, and Management salary schedule has been updated to reflect the addition of the Marketing Coordinator position; which is included as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee, California does hereby approve and adopt the addition of one Marketing Coordinator position and the salary schedule for Hourly, General, and Management is hereby updated as provided in Exhibit "A".

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of October 2019, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CITY CLERK, MBA, CMC

Attachment: Exhibit A –Salary Schedule

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 27, 2019

<u>Classification</u>		A	B	C	D	E
Fire Captain / PM Base salary	Hourly	31.90	33.50	35.17	36.93	38.78
	Annual	92,894.43	97,540.19	102,416.90	107,536.99	112,914.47
 <i>Educational Incentive</i>						
Fire Captain / PM 31-45 units = 1.5% over base	Hourly	32.38	34.00	35.70	37.48	39.36
	Annual	94,287.65	99,003.31	103,953.25	109,150.20	114,608.22
Fire Captain / PM 46 units and over = 3.0% over base	Hourly	32.86	34.50	36.23	38.04	39.94
	Annual	95,681.16	100,466.40	105,489.58	110,762.82	116,301.65
Fire Captain / PM A.A. Degree = 4.5% over base	Hourly	33.34	35.00	36.75	38.59	40.52
	Annual	97,074.68	101,929.22	107,025.59	112,376.03	117,995.37
Fire Captain / PM Bachelor Degree = 6% over base	Hourly	33.81	35.51	37.28	39.14	41.10
	Annual	98,467.89	103,392.30	108,561.94	113,989.25	119,689.42

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 27, 2019

<u>Classification</u>		A	B	C	D	E
Fire Captain Base salary	Hourly	30.53	32.05	33.66	35.34	37.11
	Annual	88,894.06	93,339.59	98,006.32	102,906.13	108,051.44
 <i>Educational Incentive</i>						
Fire Captain 31-45 units = 1.5% over base	Hourly	30.98	32.53	34.16	35.87	37.66
	Annual	90,227.42	94,739.49	99,476.72	104,449.75	109,672.25
Fire Captain 46 units and over = 3.0% over base	Hourly	31.44	33.02	34.67	36.40	38.22
	Annual	91,561.08	96,139.68	100,946.52	105,993.08	111,293.06
Fire Captain A.A. Degree = 4.5% over base	Hourly	31.90	33.50	35.17	36.93	38.78
	Annual	92,894.43	97,539.89	102,416.60	107,536.99	112,913.87
Fire Captain Bachelor Degree = 6% over base	Hourly	32.36	33.98	35.68	37.46	39.33
	Annual	94,227.79	98,939.80	103,886.99	109,080.34	114,534.66

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 27, 2019

<u>Classification</u>		A	B	C	D	E
Fire Engineer/PM Base salary	Hourly	27.37	28.71	30.12	31.66	33.16
	Annual	79,690.57	83,601.62	87,707.48	92,181.95	96,548.02
 <i>Educational Incentive</i>						
Fire Engineer / PM 31-45 units = 1.5% over base	Hourly	27.78	29.14	30.57	32.13	33.65
	Annual	80,886.14	84,855.51	89,022.78	93,564.74	97,996.12
Fire Engineer / PM 46 units and over = 3.0% over base	Hourly	28.19	29.57	31.02	32.61	34.15
	Annual	82,081.42	86,109.73	90,338.67	94,947.19	99,444.27
Fire Engineer / PM A.A. Degree = 4.5% over base	Hourly	28.60	30.00	31.47	33.08	34.65
	Annual	83,276.68	87,363.62	91,654.25	96,329.96	100,892.69
Fire Engineer / PM Bachelor Degree = 6% over base	Hourly	29.01	30.43	31.93	33.56	35.14
	Annual	84,472.25	88,617.83	92,969.83	97,712.75	102,340.84

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 27, 2019

Classification		A	B	C	D	E
Fire Engineer Base salary	Hourly	26.06	27.34	28.68	30.14	31.57
	Annual	75,879.58	79,602.83	83,512.93	87,773.43	91,931.18
 <i>Educational Incentive</i>						
Fire Engineer 31-45 units = 1.5% over base	Hourly	26.45	27.75	29.11	30.59	32.04
	Annual	77,017.87	80,797.00	84,765.77	89,090.06	93,310.10
Fire Engineer 46 units and over = 3.0% over base	Hourly	26.84	28.16	29.54	31.05	32.52
	Annual	78,156.14	81,990.90	86,018.30	90,406.70	94,689.36
Fire Engineer A.A. Degree = 4.5% over base	Hourly	27.23	28.57	29.97	31.50	32.99
	Annual	79,294.11	83,185.07	87,271.12	91,723.34	96,068.28
Fire Engineer Bachelor Degree = 6% over base	Hourly	27.62	28.98	30.40	31.95	33.46
	Annual	80,432.67	84,378.95	88,523.65	93,039.98	97,447.21

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 27, 2019

<u>Classification</u>		A	B	C	D	E	F	G	H
Firefighter Paramedic	Hourly	23.45	24.42	25.42	26.46	28.03	29.16	30.34	31.57
Base salary	Annual	68,294.25	71,099.81	74,022.07	77,064.05	81,625.06	84,922.56	88,353.49	91,931.18

Educational Incentive (after completing 3 1/2 years of employment)

		G	H
Firefighter Paramedic		30.80	32.04
31-45 units = 1.5% over base		89,678.63	93,310.10
Firefighter Paramedic		31.25	32.52
46 units and over = 3.0% over base		91,003.80	94,689.36
Firefighter Paramedic		31.71	32.99
A.A. Degree = 4.5% over base		92,329.55	96,068.28
Firefighter Paramedic		32.16	33.46
Bachelor Degree = 6% over base		93,654.70	97,447.21

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 EFFECTIVE JUNE 27, 2019

<u>Classification</u>		A	B	C	D	E	F	G	H
Firefighter	Hourly	19.90	20.89	21.85	23.04	24.19	25.40	26.67	28.00
Base salary	Annual	57,948.29	60,844.41	63,616.87	67,081.82	70,436.17	73,958.28	77,655.37	81,539.05
Educational Incentive (after completing 3 1/2 years of employment)								G	H
Firefighter								27.07	28.42
31-45 units = 1.5% over base								78,820.37	82,762.10
Firefighter								27.47	28.84
46 units and over = 3.0% over base								79,985.10	83,985.15
Firefighter								27.87	29.26
A.A. Degree = 4.5% over base								81,150.09	85,208.51
Firefighter								28.27	29.68
Bachelor Degree = 6% over base								82,314.80	86,431.25

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
29	Account Clerk	Hourly	21.85	22.94	24.09	25.29	26.56
		Annual	45,442.89	47,715.09	50,100.91	52,606.16	55,236.26
35	Administrative Secretary	Hourly	25.34	26.60	27.93	29.33	30.80
		Annual	52,700.04	55,334.98	58,101.78	61,007.15	64,057.41
	Assistant City Clerk	Hourly		30.46	to	43.52	
		Annual		63,358.04	to	90,511.49	
	Assistant to the City Manager	Hourly		58.30	to	78.70	
		Annual		121,262.50	to	163,704.55	
50	Assistant Engineer	Hourly	36.69	38.53	40.46	42.48	44.60
		Annual	76,325.30	80,141.79	84,149.08	88,356.25	92,774.27
58	Associate Civil Engineer / Associate Traffic Engineer	Hourly	44.71	46.94	49.29	51.76	54.34
		Annual	92,994.84	97,644.99	102,527.52	107,653.74	113,036.66
49	Associate Planner	Hourly	35.80	37.59	39.47	41.44	43.52
		Annual	74,463.85	78,187.07	82,096.51	86,201.61	90,511.49
	City Clerk	Hourly		44.61	to	62.46	
		Annual		92,783.04	to	129,919.13	
	City Manager (Single Rate)	Hourly		108.30	to	108.30	
		Annual		225,265.12	to	225,265.12	
26	Code Compliance Assistant	Hourly	20.29	21.30	22.37	23.49	24.66
		Annual	42,198.18	44,308.17	46,523.55	48,849.83	51,292.17
44	Code Compliance Officer	Hourly	31.64	33.22	34.89	36.63	38.46
		Annual	65,815.27	69,105.84	72,561.40	76,189.21	79,998.70

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
46	Confidential Accountant	Hourly	33.24	34.91	36.65	38.48	40.41
		Annual	69,147.17	72,604.53	76,234.78	80,046.39	84,048.82
46	Confidential Payroll Specialist	Hourly	33.24	34.91	36.65	38.48	40.41
		Annual	69,147.17	72,604.53	76,234.78	80,046.39	84,048.82
46	Confidential Secretary to City Manager/Council	Hourly	33.24	34.91	36.65	38.48	40.41
		Annual	69,147.17	72,604.53	76,234.78	80,046.39	84,048.82
	Crossing Guards ^ (Single Rate)	Hourly			13.50		
	Deputy Fire Chief	Hourly		58.69	to	79.11	
		Annual		122,071.67	to	164,555.25	
35	Development Services Technician	Hourly	25.34	26.60	27.93	29.33	30.80
		Annual	52,700.04	55,334.98	58,101.78	61,007.15	64,057.41
	Director of Community Services	Hourly		63.89	to	85.18	
		Annual		132,881.30	to	177,182.14	
	Director of Development Services	Hourly		63.21	to	85.22	
		Annual		131,482.50	to	177,256.00	
	Director of Finance / City Treasurer	Hourly		66.79	to	89.86	
		Annual		138,917.78	to	186,915.89	
	Director of Fire & Life Safety (Fire Chief)	Hourly		70.20	to	91.63	
		Annual		146,011.77	to	190,587.80	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
	Director of Human Resources	Hourly		62.37	to	84.20	
		Annual		129,737.50	to	175,145.83	
	Economic Development Manager	Hourly		39.28	to	53.03	
		Annual		81,699.13	to	110,294.55	
44	Engineering Inspector	Hourly	31.64	33.22	34.89	36.63	38.46
		Annual	65,815.27	69,105.84	72,561.40	76,189.21	79,998.70
39	Equipment Mechanic	Hourly	27.97	29.37	30.83	32.38	33.99
		Annual	58,171.07	61,079.75	64,133.67	67,340.41	70,707.24
35	Equipment Operator	Hourly	25.34	26.60	27.93	29.33	30.80
		Annual	52,700.04	55,334.98	58,101.78	61,007.15	64,057.41
38	Facilities Maintenance Supervisor	Hourly	27.28	28.65	30.08	31.59	33.16
		Annual	56,752.27	59,589.87	62,569.33	65,698.00	68,982.81
25	Facilities Maintenance Technician	Hourly	19.79	20.78	21.82	22.91	24.06
		Annual	41,168.87	43,227.19	45,388.81	47,657.99	50,040.77
	Finance Manager	Hourly		49.31	to	66.57	
		Annual		102,573.44	to	138,474.22	
	Fire Battalion Chief (2920 hours)	Hourly		37.40	to	50.70	
		Annual		109,205.00	to	148,043.07	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
	Fire Division Chief	Hourly		55.12	to	74.40	
		Annual		114,642.19	to	154,746.23	
	Fire Marshal	Hourly		49.31	to	66.57	
		Annual		102,573.44	to	138,474.22	
	Graduate Intern ^	Hourly		12.00	to	17.60	
38	Human Resources Technician	Hourly	27.28	28.65	30.08	31.59	33.16
		Annual	56,752.27	59,589.87	62,569.33	65,698.00	68,982.81
53	Information Technology Analyst	Hourly	39.52	41.49	43.57	45.75	48.03
		Annual	82,194.04	86,303.70	90,619.34	95,150.08	99,907.76
	Information Technology Manager	Hourly		44.83	to	60.52	
		Annual		93,248.58	to	125,885.73	
	IT Systems Technician^	Hourly		27.76	to	33.74	
29	Landscape and Irrigation Maintenance Worker	Hourly	21.85	22.94	24.09	25.29	26.56
		Annual	45,442.89	47,715.09	50,100.91	52,606.16	55,236.26
48	Lead Equipment Mechanic	Hourly	34.93	36.67	38.51	40.43	42.45
		Annual	72,647.68	76,280.05	80,093.80	84,098.63	88,303.69

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
29	Maintenance Worker	Hourly	21.85	22.94	24.09	25.29	26.56
		Annual	45,442.89	47,715.09	50,100.91	52,606.16	55,236.26
46	Management Analyst	Hourly	33.24	34.91	36.65	38.48	40.41
		Annual	69,147.17	72,604.53	76,234.78	80,046.39	84,048.82
43	Management Assistant	Hourly	30.87	32.41	34.03	35.74	37.52
		Annual	64,209.93	67,420.31	70,791.40	74,331.10	78,047.32
	Marketing Coordinator	Hourly		30.46	to	43.52	
		Annual		63,358.04	to	90,511.49	
	Office Assistant ^	Hourly		12.00	to	16.76	
48	Parks & Landscape Supervisor	Hourly	34.93	36.67	38.51	40.43	42.45
		Annual	72,647.68	76,280.05	80,093.80	84,098.63	88,303.69
	Principal Civil Engineer	Hourly		55.41	to	75.05	
		Annual		115,249.59	to	156,097.53	
	Principal Planner	Hourly		43.91	to	59.28	
		Annual		91,332.29	to	123,300.53	
	Principal Traffic Engineer	Hourly		55.41	to	75.05	
		Annual		115,249.59	to	156,097.53	
38	Procurement Specialist	Hourly	27.28	28.65	30.08	31.59	33.16
		Annual	56,752.27	59,589.87	62,569.33	65,698.00	68,982.81
	Public Services Manager	Hourly		42.64	to	57.57	
		Annual		88,686.98	to	119,755.47	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
43	Public Works Supervisor	Hourly	30.87	32.41	34.03	35.74	37.52
		Annual	64,209.93	67,420.31	70,791.40	74,331.10	78,047.32
	Recreation Aide ^	Hourly		12.00	to	14.59	
28	Recreation Coordinator	Hourly	21.31	22.38	23.50	24.67	25.91
		Annual	44,334.58	46,551.49	48,878.99	51,322.87	53,889.15
	Recreation Leader ^	Hourly		13.00	to	16.00	
	Recreation Services Manager	Hourly		42.64	to	57.57	
		Annual		88,686.98	to	119,755.47	
	Recreation Supervisor	Hourly		30.46	to	43.52	
		Annual		63,358.04	to	90,511.49	
23	Secretary	Hourly	18.84	19.78	20.77	21.81	22.90
		Annual	39,184.99	41,144.27	43,201.37	45,361.48	47,629.73
36	Senior Account Clerk	Hourly	25.97	27.27	28.63	30.06	31.57
		Annual	54,017.65	56,718.55	59,554.62	62,532.29	65,659.12
	Senior Civil Engineer / Senior Traffic Engineer	Hourly		48.57	to	66.05	
		Annual		101,025.73	to	137,375.55	
	Senior Human Resources Analyst	Hourly		40.24	to	54.32	
		Annual		83,691.79	to	112,984.66	
	Senior Management Analyst	Hourly		38.32	to	51.73	
		Annual		79,706.48	to	107,604.43	

CITY OF SANTEE
 HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
 EFFECTIVE OCTOBER 23, 2019

Range	Classification		A	B	C	D	E
	Senior Planner	Hourly		38.18	to	51.55	
		Annual		79,418.79	to	107,217.99	
	Special Events Supervisor	Hourly		30.46	to	43.52	
		Annual		63,358.04	to	90,511.49	
	Storm Water Program Assistant^	Hourly		27.76	to	33.74	
50	Storm Water Program Manager	Hourly	36.69	38.53	40.46	42.48	44.60
		Annual	76,325.30	80,141.79	84,149.08	88,356.25	92,774.27
	Student Intern ^	Hourly		12.00	to	16.00	
	Technical Professional Expert ^	Hourly		50.00	to	160.00	

^Part-time, temporary status

CITY OF SANTEE
MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE
EFFECTIVE AUGUST 22, 2019

Range	Classification		
	City Council Member	Monthly	1,728.40
		Annual	20,740.80
	Mayor	Monthly	2,912.89
		Annual	34,954.68

City of Santee
COUNCIL AGENDA STATEMENT

Item 9

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING FOR A CONDITIONAL USE PERMIT (P2019-2) TO ALLOW INDOOR AND OUTDOOR MOTORCYCLE SALES ON A PORTION OF A DEVELOPED, 0.35-ACRE LOT LOCATED AT 9143 MISSION GORGE ROAD IN THE GENERAL COMMERCIAL (GC) ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15305 (APN 383-124-13-00). APPLICANT: MICHAEL BENCIC

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY The proposed project is a request for a Conditional Use Permit to allow indoor and outdoor motorcycle sales to supplement an existing motorcycle repair business called Full Throttle Motor Sports on a portion of a developed, 0.35-acre lot located at 9143 Mission Gorge Road in the General Commercial (GC) zone. The project would include dedicating 635 square feet of the existing parking lot and 735 square feet of the existing motorcycle shop for motorcycle display and sales.

Section 13.12.030 of the Santee Municipal Code requires a Conditional Use Permit for automotive services including motorcycle sales in the General Commercial zone, primarily to analyze and ensure the use is compatible with on-site and surrounding commercial development. Existing land uses of adjacent sites include Firestone Auto Care to the west, and the Toyota of Santee to the south. Access to the site would be through one existing driveway along Mission Gorge Road. Site improvements would include landscaping the parkway along Mission Gorge Road, constructing a trash enclosure, and installing a trash capture device in the on-site storm drain. No other site improvements would be necessary to establish the use.

ENVIRONMENTAL REVIEW The project is Categorically Exempt from the provisions of the California Environmental Quality Act pursuant to Section 15305 "Minor Alterations in Land Use Limitations" of the CEQA Guidelines as the project meets the described criteria of a Class 5 CEQA Exemption.

FINANCIAL STATEMENT ^{HJ 10/23/19} Staff costs for application processing are paid on an actual cost recovery basis. No Development Impact Fees will be collected for this project as there is no expansion of building or hardscape.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS ^{KV for MB}

1. Conduct and close the Public Hearing; and
2. Find Conditional Use Permit (P2019-2) Categorically Exempt from the provisions of CEQA pursuant to Section 15305 of the CEQA Guidelines and authorize the filing of a Notice of Exemption; and
3. Adopt the attached Resolution approving Conditional Use Permit (P2019-2).

ATTACHMENTS
Staff Report Resolution Location Map (Exhibit A) Project Plans (Exhibit B)

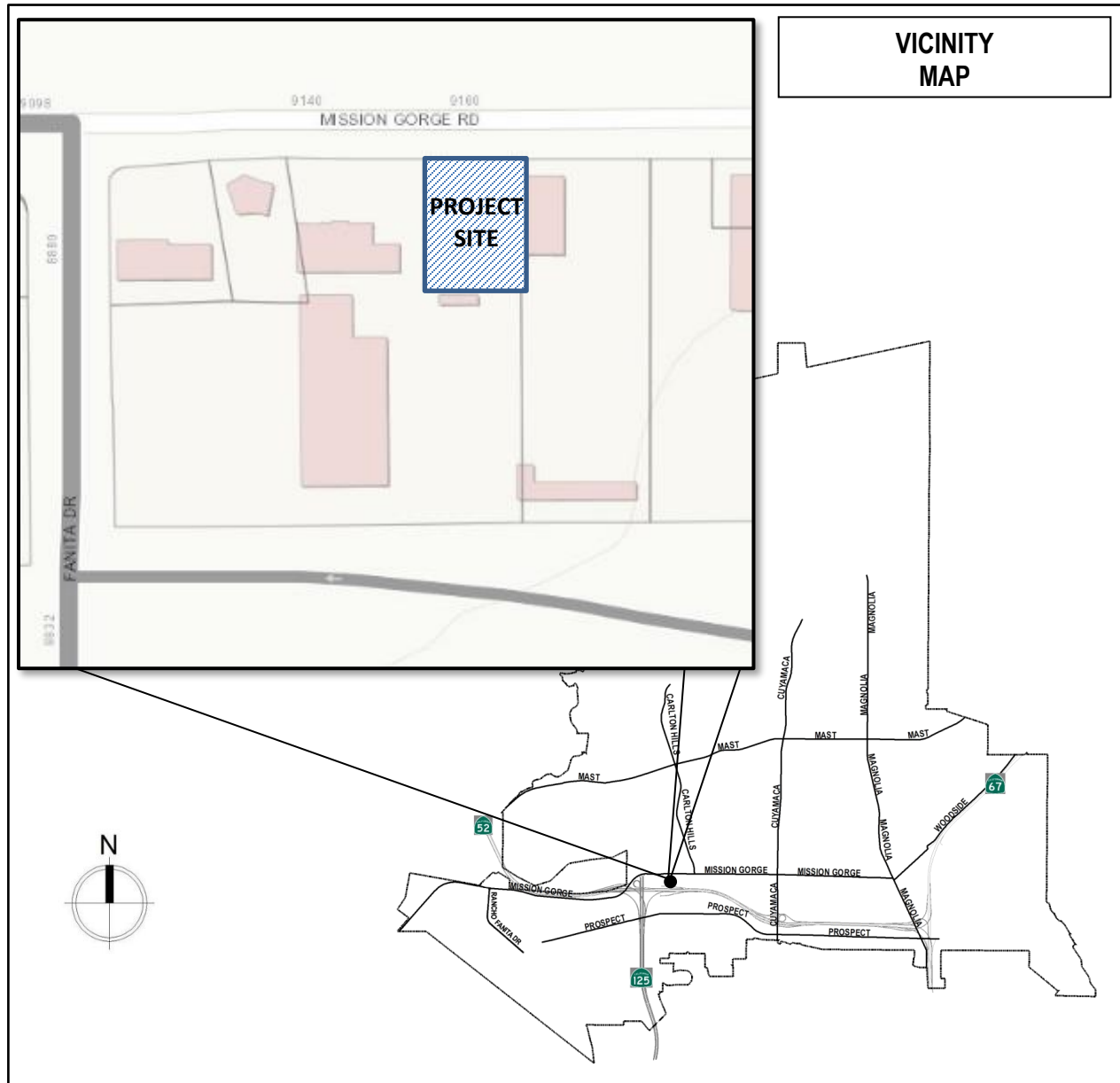
STAFF REPORT

PUBLIC HEARING FOR A CONDITIONAL USE PERMIT (P2019-2) TO ALLOW INDOOR AND OUTDOOR MOTORCYCLE SALES ON A PORTION OF A DEVELOPED, 0.35-ACRE LOT LOCATED AT 9143 MISSION GORGE ROAD IN THE GENERAL COMMERCIAL (GC) ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15305 (APN 383-124-13-00).

APPLICANT: MICHAEL BENCIC

**CITY COUNCIL MEETING
October 23, 2019**

A Public Hearing Notice was published in the East County Californian on October 10, 2019 and five adjacent owners or residents of property within 300 feet of the request were notified by U.S. Mail on October 10, 2019.



A. SITUATION AND FACTS

1. Requested by Michael Bencic
2. Land Owner Michael Bencic
3. Type and Purpose of Request Conditional Use Permit for Indoor and Outdoor Motorcycle Sales
4. Location 9143 Mission Gorge Road
5. Site Area 0.35 acres
6. Existing Zoning GC (General Commercial)
7. Height Limit of CG Zone 40 feet
8. Proposed Height N/A
9. Surrounding Zoning North: PUB (Public)
South: GC (General Commercial)
East: GC (General Commercial)
West: GC (General Commercial)
10. General Plan Designation General Commercial
11. Existing Land Use Vehicle repair and furniture sales
12. Surrounding Land Use North: Forester Creek
South: Toyota Dealership
East: Multi-tenant commercial
West: Firestone Auto Repair
13. Terrain Developed lot
14. Environmental Status CEQA exempt per Section 15305 of CEQA Guidelines "Minor Alterations in Land Use Limitations"
15. APN 383-124-13-00
16. Within Airport Influence Area Site is within Airport Influence Area 1; FAA No Hazard to Air Navigation obtained and Gillespie Field Airport Land Use Commission review not required because no construction is proposed.

B. BACKGROUND

Site Description – The 0.35-acre project site is developed with a multi-tenant commercial structure and parking lot containing 19 standard size spaces and one accessible space. The structure measures approximately 5,000 square feet and has three tenant suites. Full Throttle Power Sports Racing, a motorcycle repair shop, occupies two suites, which comprise 2,562 square feet of building area. Purewood Furniture, a custom furniture building and sales store comprises 2,430 square feet. There is a single driveway entrance from Mission Gorge Road, a 10-foot parkway, and an interior parking lot connection to the neighboring commercial site to the west. The project site is located in the General Commercial (GC) zone and adjacent to vehicle repair and sales to the west and south, multi-tenant commercial to the east, and Forester Creek to the north.

Project Description – The proposed project consists of an application for a Conditional Use Permit (P2019-2) to allow indoor and outdoor motorcycle sales on a portion of the property. The project applicant owns and operates the existing motorcycle repair shop, and the public area of the shop would be used for indoor motorcycle display and sales. This area totals 735 square feet. The remaining indoor area is used for motorcycle repair. There would also be an outdoor motorcycle display area measuring 630 square feet that would occur along the eastern perimeter of the existing parking lot, as identified on the site plan (Exhibit B). As part of the project the applicant will also be constructing a trash enclosure, installing a full-capture trash device in the one on-site storm drain, and landscaping the parkway with a number of trees and shrubs as well as groundcover. Currently the parkway only contains periodic sparse groundcover.

C. ANALYSIS

Site Compatibility – The proposed outdoor sales area would occur across the two eastern-most parking spaces in an area that is nine feet wide and 70 feet long. Although the motorcycles will be taken in nightly, these spaces will be considered permanently removed from the customer and employee parking required by the Zoning Code with issuance of this Conditional Use Permit. The site will still meet the minimum parking requirements with the elimination of these two spaces, as the total number required is 16, and the site will have 16. The ratio required for vehicle sales and repair is 1:400 ft.², and the ratio required for the furniture tenant, and any future retail, is 1:250 ft.². Every calculation ending 0.5 or above is rounded up. The location of the outdoor motorcycle display will not interfere with the functions of the furniture store because the display area will occur on the opposite side of the parking lot.

Parking Calculation Table

	Vehicle Sales & Repair (1:400 ft.²)	General Commercial (1:250 ft.²)
Full Throttle	2,562 ft. ²	
Purewood		2,430 ft. ²
Total	6.4 – 6 spaces	9.7 – 10 spaces
Total: 16 spaces		

Adjacent Land Use Compatibility – The sales use is not expected to create a large volume of new customers beyond current parking capacity. The neighboring sites to the west and south also have vehicle repair and sales uses. Locating similar businesses in close proximity may be beneficial for each individual business owner due to the customer draw from concentration of like businesses along this portion of the Mission Gorge Road corridor. The site to the east is developed with a commercial building at the adjoining property line, and lacking any windows or doors on the façade, it will not be impacted by the proposed use. North of the site, across Mission Gorge Road, is Forester Creek which will not be impacted by the proposed use.

D. ENVIRONMENTAL REVIEW

Staff has determined that the project is categorically exempt from further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines section 15305 “Minor Alterations in Land Use Limitations”. This section exempts minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density.

E. ESTIMATED FEES

No impact fees apply to this project as there is no expansion of building or hardscape areas.

F. STAFF RECOMMENDATION

1. Conduct and close the Public Hearing; and
2. Find Conditional Use Permit (P2019-2) Categorically Exempt from the provisions of CEQA pursuant to Section 15305 of the CEQA Guidelines and authorize the filing of a Notice of Exemption; and
3. Adopt the attached Resolution approving Conditional Use Permit (P2019-2).

RESOLUTION NO.

PUBLIC HEARING FOR A CONDITIONAL USE PERMIT (P2019-2) TO ALLOW INDOOR AND OUTDOOR MOTORCYCLE SALES ON A PORTION OF A DEVELOPED, 0.35-ACRE LOT LOCATED AT 9143 MISSION GORGE ROAD IN THE GENERAL COMMERCIAL (GC) ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15305 (APN 383-124-13-00)

APPLICANT: MICHAEL BENCIC

WHEREAS, Section 13.12.030 of the City of Santee Municipal Code (SMC) requires a Conditional Use Permit for vehicular sales; and

WHEREAS, on September 20, 2019, Michael Bencic submitted a complete application for indoor and outdoor motorcycle sales on a 0.35- acre site at 9143 Mission Gorge Road; and

WHEREAS, the project is consistent with both General Plan and Zoning Ordinance land use regulations. The site is located in the General Commercial (GC) land use district which is intended for retail sales and service establishments along major transportation routes and which are designed to serve the City or the region as a whole; and

WHEREAS, based on the environmental assessment, the City, as lead agency under the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 *et seq.* has determined the project is categorically exempt from environmental review under State CEQA Guidelines section 15305, "In-fill Development Projects" as the project is consistent with the conditions for such an exemption; and

WHEREAS, the proposed project is located outside Airport Influence Area (AIA) 1 for the Gillespie Field Airport Land Use Compatibility Plan (ALUP) and is not subject to review by the San Diego County Airport Land Use Commission; and

WHEREAS, on April 12, 2018 a proposed ordinance amending the City of Santee General Plan to require voter approval of development actions that would increase residential density or intensify land use over that currently permitted by the General Plan (Proposed Initiative) was filed with the City Clerk, City of Santee; and

WHEREAS, the Proposed Initiative, if adopted, would require a public vote for any changes to the General Plan, Planned Development Areas, or new Specific Plan Area if such changes intensify use by increasing residential density, changing the General Plan Land Use designations; or changing any residential land use designation to commercial/ industrial and vice versa; and

WHEREAS, Section 4(c) of the Proposed Initiative includes a statement that provisions adopted by the Proposed Initiative shall prevail over any conflicting revisions to the General Plan adopted after April 6, 2018; and

RESOLUTION NO.

WHEREAS, the subject project does not result in an intensification of land use as specified in the Proposed Initiative in that: 1) there is no proposed change to the land use designations in the City of Santee General Plan, as amended through April 5, 2018; 2) the project does not propose changes to the land use categories in the City of Santee General Plan, as amended through April 5, 2018; 3) the project is not a residential project as specified in the City of Santee General Plan, as amended through April 5, 2018; and 4) the project does not involve a change to a Specific Plan nor create a new Specific Plan; and

WHEREAS, on October 23, 2019 the City Council held a duly advertised and noticed Public Hearing; and

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

WHEREAS, the determination that the project is not subject to CEQA review reflects the City Council's independent judgement and analysis.

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

SECTION 1: Conditional Use Permit (P2019-2) is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15305 titled "Minor Alterations in Land Use Limitations", Class 5, as the project meets the described criteria. This exemption applies to projects that consist of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use density. Therefore, the City Council finds that the project is exempt from further environmental review under CEQA.

SECTION 2: The findings in accordance with Section 13.06.030.E of the Santee Municipal Code for a Conditional Use Permit are made as follows:

- A. The proposed use is in accord with the General Plan, the objectives of the Zoning Ordinance, and the purposes of the district in which the site is located. The site is located in the General Commercial (GC) land use district which is intended for general commercial activities and services located primarily along major transportation routes and which are designed to serve the City or the region as a whole. The proposed motorcycle sales would be located on Mission Gorge Road, a major transportation route, and would add a retail activity to an existing service-oriented use designed to serve the East County San Diego Region. The proposed motorcycle sales use is permitted with an approved Conditional Use Permit within the GC (General Commercial) zoning district.
- B. The proposed use, together with conditions, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity, because: 1) the proposed use is consistent with the General Plan and Zoning Ordinance and consistent with commercial development along Mission

RESOLUTION NO.

Gorge Road; 2) the proposed commercial use is similar to surrounding uses in the immediate vicinity, and 3) the project will incorporate site improvements including parkway landscaping and a trash enclosure.

- C. The proposed use, as designed and conditioned, complies with each of the applicable provisions of the zoning ordinance because all development standards are met.
- D. The use, as designed and conditioned, is proposed on a developed site, will not involve the construction of any building additions, and therefore is not inhibiting the comprehensive development potential of the site.

SECTION 3: The application for Conditional Use Permit P2019-2 is hereby approved, subject to the following conditions:

- A. The motorcycle sales use shall be in substantial conformance with the plans dated September 20, 2019.
- B. The applicant shall comply with all applicable sections of the Municipal Code, Land Development Manual, and Public Works Standards of the City of Santee.
- C. The applicant shall obtain a building permit for the trash enclosure.
- D. Minor or Major Revisions to the Conditional Use Permit, such as changes to the site design and landscaping design shall be approved by the Director of Development Services, unless, in the Director's judgment, a Major Revision should be reviewed by the City Council.
- E. Following project approval, the applicant shall schedule with the City Project Planner a post approval meeting to discuss the project conditions of approval, timing of site improvements, and implementation of the project conditions. The meeting shall be scheduled within thirty days of project approval and prior to any plan submittals.
- F. **Prior to Establishment of the Use:**
 - 1. The site shall comply with full trash capture requirements by providing a completely enclosed trash structure, and fitting all onsite storm drain inlets with a State certified grate/screen or trash rack. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential.
 - 2. All inlets must be labeled with concrete stamp or equivalent – stating, “No Dumping – Drains to River”.
 - 3. The limits of the outdoor motorcycle display area shall be painted on the parking lot and maintained in compliance with this approval.
 - 4. The applicant shall obtain all licenses and permits necessary to sell automobiles required by the State of California Department of Motor Vehicles.
 - 5. On-site signage, including wall-mounted, free-standing, and window signage, shall be in conformance with Chapter 13.32 of the Santee Municipal Code.

RESOLUTION NO.

Window signage is not allowed to exceed 25% of the window area.

6. The applicant shall update their City of Santee business license to reflect automobile sales.

G. **Upon Establishment of the Use:**

1. All landscaping installed shall provide 100 percent coverage within nine months of planting, or additional landscaping, to be approved by the Director of Development Services, shall be required in order to meet this standard.
2. All required landscaping shall be adequately watered and maintained in a healthy, thriving condition, free from weeds, trash, and debris.
3. The parking areas and driveways shall be well maintained.
4. All licenses and permits necessary to sell automobiles required by the State of California Department of Motor Vehicles shall be kept current and in good standing.
5. All repair activity shall continue to occur indoors.

SECTION 4: The terms and conditions of this Conditional Use Permit (P2019-2) approval shall be binding upon the permittee and all persons, firms and corporations having an interest in the property subject to these permits and the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 5: In addition to all other available remedies, the City of Santee Municipal Code, Chapter 1.08, provides for the issuance of administrative citations for Municipal Code violations. Should non-compliance with said terms and conditions of this Conditional Use Permit or any violation of the Municipal Code that includes the City's Storm Water Ordinance, the City has the right to issue administrative citations containing an assessment of civil fines for each violation and collect administrative fines for violations.

SECTION 6: Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on October 23, 2019.

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

SECTION 8: This Conditional Use Permit (P2019-2) shall expire on October 23, 2022 except where substantial use has commenced prior to its expiration. If use of the

RESOLUTION NO.

development has not commenced within the three-year period, said expiration date may be extended pursuant to a request for time extension received 60 days prior to the original expiration date. The City Council expressly grants to the Director of Development Services the authority to extend the expiration date of this approval pursuant to Section 13.04.090.B of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 9: Staff is directed to file a Notice of Exemption for approval of the project with the San Diego County Clerk. The City of Santee hereby notifies the applicant that the County Clerk collects a documentary handling fee for the processing of CEQA documents. The applicant should remit to the City of Santee Department of Development Services, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. Failure to remit the required fee in full within the time specified above will result in a delay of the start of the thirty (35) day statute of limitations on court challenges to the approval under CEQA.

SECTION 10: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23rd day of October, 2019, by the following roll call vote to wit:

AYES:

NOES:

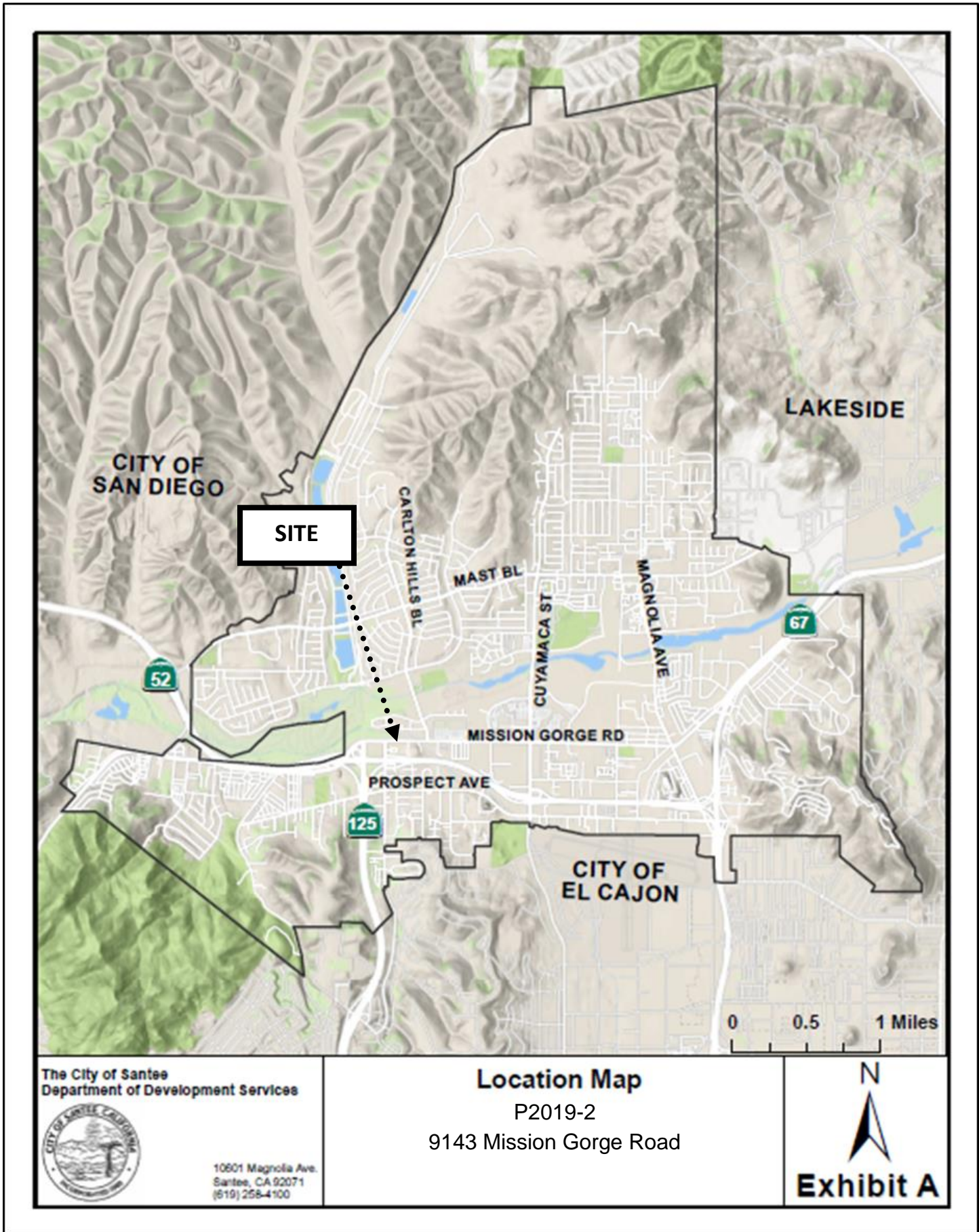
ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, MBA, CMC, CITY CLERK



The City of Santee
 Department of Development Services



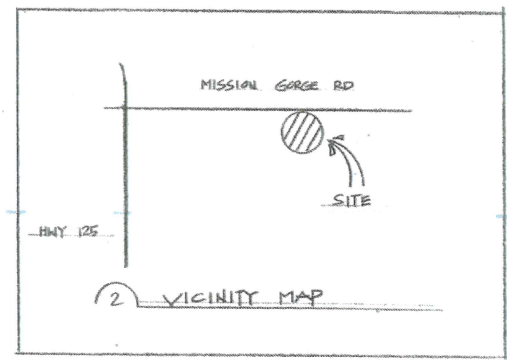
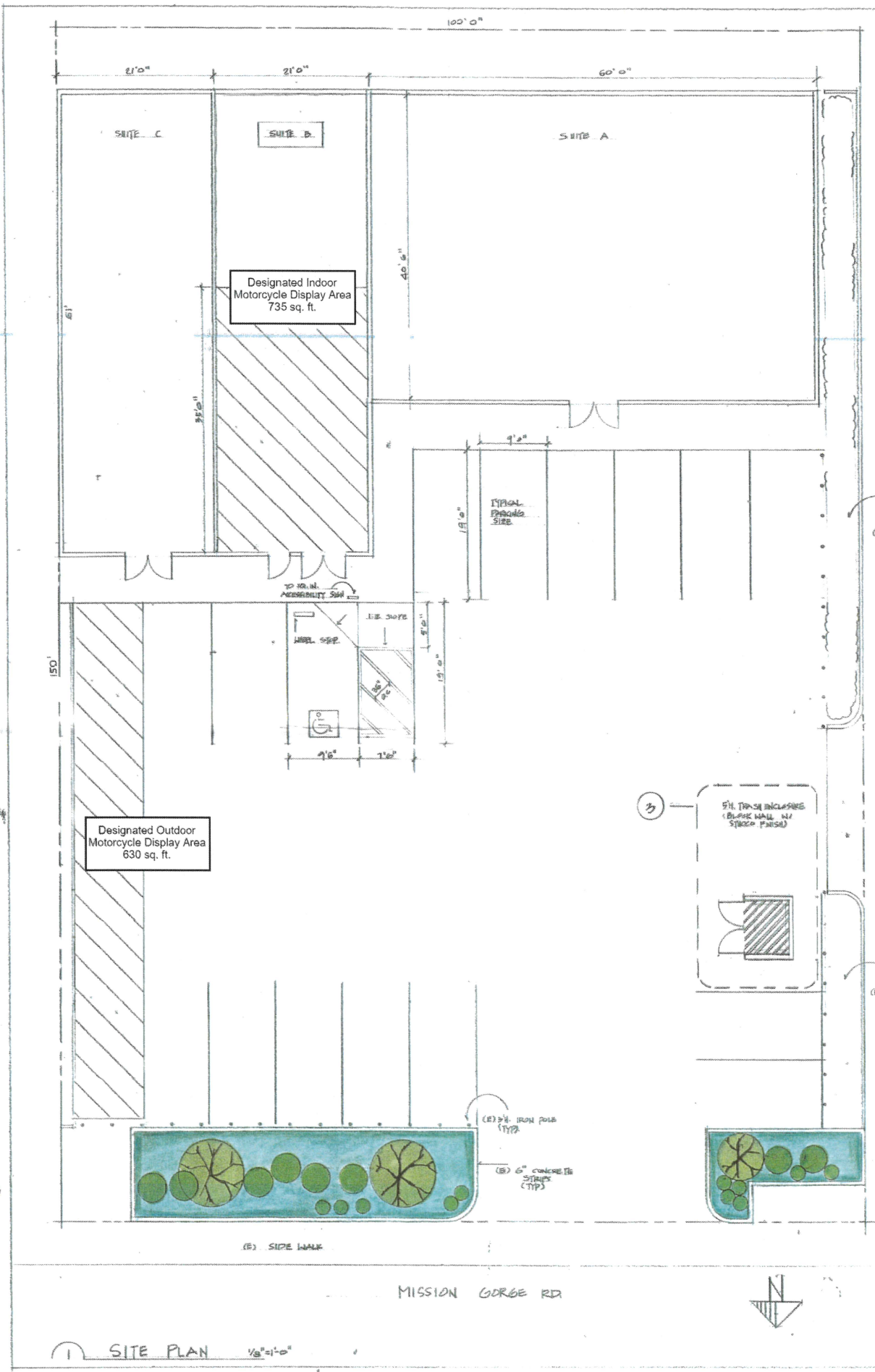
10601 Magnolia Ave.
 Santee, CA 92071
 (619) 258-4100

Location Map

P2019-2
 9143 Mission Gorge Road



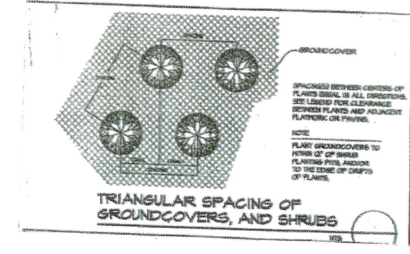
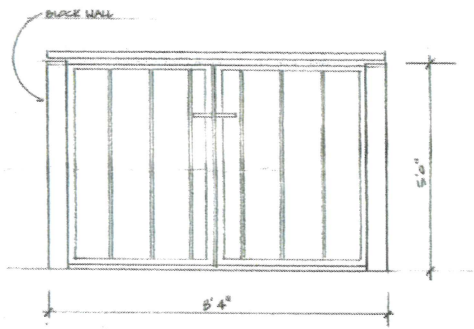
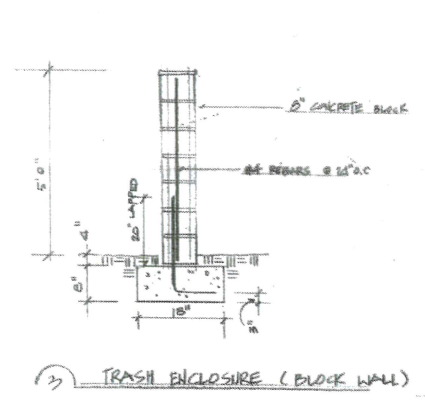
Exhibit A



PROJECT INFORMATION

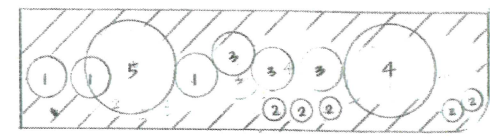
PROPOSED: TO OBTAIN A CONDITIONAL USE PERMIT (CUP)
TO SELL USED MOTORCYCLES

ADDRESS 9143 MISSION GORGE RD #B SANTEE CA
 ZONE GC - GENERAL COMMERCIAL
 APN 380-124-13



PLANTING PLAN

1	PIERHUIS (NEW ZEALAND FLUX)	15 GA	3 EA
2	SALVIA LEUCANTHA	5 GA	14 EA
3	BIRD OF PARADISE	15 GA	3 EA
4	CAPNOPSIS ANACARDIODES	24" BOX	1 EA
5	GROUND COVERS	FLATS	
	BRACHYTHON AGRODIPUS	24" BOX	2 EA



4 PLANTING PLAN

LANDSCAPE CONCEPT DESIGN
 7570 OPPORTUNITY RD. #E
 91888-401-8826 714-888-476-8888

SHEET TITLE
 SITE PLAN

9143 MISSION GORGE RD #B
 SANTEE, CA 92071

SCALE
 1/8" = 1'-0"
 JOB NO
 FILE NO
 9143-07
 DATE
 JULY 25, 07
 SHEET

L-1 OF

RECEIVED

SEP 20 2019

BY: P2019-2

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE **SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A JOINT POWERS AUTHORITY COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF SANTEE**

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

SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on Wednesday, October 9, 2019. The Ordinance is now presented for Second Reading by title only, and adoption.

In order to move forward in pursuing any CCA program in the City of Santee, the City Council must first introduce and pass an Ordinance to comply with California Public Utilities Code Section 366.2 (c)(12), which requires that any entity intending to implement a CCA program within its jurisdiction must do so by ordinance.

Vote at First Reading: AYES: HALL, HOULAHAN, KOVAL, MCNELIS, MINTO
 NOES: NONE
 ABSENT: NONE

FINANCIAL STATEMENT None *#1 for TM*

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *KV for MB*
 Adopt Ordinance

ATTACHMENTS
 Ordinance

ORDINANCE NO. 569

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A JOINT POWERS
AUTHORITY COMMUNITY CHOICE AGGREGATION PROGRAM**

WHEREAS, California Public Utilities Code Section 366.2 (the “Act”) authorizes cities and counties to individually or jointly provide retail electric service to an aggregation of customers within their jurisdictions, which is referred to as Community Choice Aggregation (“CCA”); and

WHEREAS, the City of Santee has been actively investigating the feasibility of commencing CCA service for electric customers within the City, with the objective of providing competitive electric rates and cost savings; fostering consumer choice and local economic benefits such as job creation, local energy programs and local renewable energy development; and reducing energy-related greenhouse gas emissions; and

WHEREAS, the City completed a CCA Feasibility Study which determined that a CCA program could result in local benefits, including the use of renewable energy at levels above the State Renewables Portfolio Standard, the provision of competitive rates to consumers, and economic opportunity for the City; and

WHEREAS, Public Utilities Code section 366.2(c)(12) provides that an entity which elects to implement a CCA program within its jurisdiction must do so by Ordinance; and

WHEREAS, pursuant to Section 366.2 of the Act, two or more public entities authorized to be a community choice aggregator under Section 331.1 of the Act may participate jointly in a CCA program through a Joint Powers Authority (“JPA”) established pursuant to Government Code Section 6500 et seq., if each entity adopts an Ordinance as required by Public Utilities Section 366.2(c)(12); and

WHEREAS, the City wishes to implement a CCA program through a JPA under the terms and conditions provided in a JPA Agreement, which will be filed with the City Clerk; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt out of the CCA program and continue to receive bundled electric service from the incumbent utility; and

WHEREAS, this Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it is merely the formation of an organization. (14 Cal. Code Regs. § 15378(a).) Further, the Ordinance is exempt from CEQA as there is no possibility that the Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The Ordinance is also categorically exempt because it is an action taken by a regulatory agency to assure the maintenance, restoration, enhancement or protection of the environment. (14 Cal. Code Regs. § 15308.) The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

ORDINANCE NO. 569

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals Incorporated. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

SECTION 2. Authorization to Implement a Community Choice Aggregation Program. Based upon the foregoing, and in order to provide businesses and residents within the jurisdictional boundaries of the City of Santee with a choice of electric service providers, the City Council hereby elects to implement a CCA program within the jurisdiction of the City, pursuant to Public Utilities Code Section 366.2(c)(12), by participating in a CCA program under the terms and conditions to be described in a JPA Agreement, which will be filed with the City Clerk.

SECTION 3. Governance. The JPA Agreement creating the Authority will govern and operate the CCA program on behalf of its member jurisdictions. The City may participate in the Authority by adoption of a Resolution approving the execution of a JPA Agreement. The City's participation in the Authority will include membership on the Board of Directors of the Authority as provided in the Agreement.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council of the City of Santee hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrases be declared unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a Public Hearing held at a Regular Meeting of the City Council of the City of Santee, California, on the 9th day of October 2019, and thereafter, this Ordinance was **ADOPTED** at a Regular Meeting of the City Council held on this 23rd day of October 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 October 23, 2019

AGENDA ITEM NO.

ITEM TITLE **CONSIDER A RESOLUTION AND JPA AGREEMENT CREATING AND JOINING THE CLEAN ENERGY ALLIANCE JPA TO ADMINISTER A COMMUNITY CHOICE AGGREGATION (CCA) PROGRAM**

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

SUMMARY On September 18, 2019 the City Council directed staff to negotiate with the City of Carlsbad and other potential partners for consideration in joining a Joint Powers Authority ("JPA") Community Choice Aggregation ("CCA") Program. At that time, staff worked with the cities of Carlsbad, Del Mar, Solana Beach and the County of San Diego to negotiate the terms of a new JPA, named the Clean Energy Alliance, which would administer a CCA program on behalf of its member agencies.

On October 9, staff outlined the key terms and conditions of the Clean Energy Alliance, and recommended that City Council consider taking formal action after all potential founding members took action. To date, the cities of Carlsbad, Solana Beach and Del Mar have all formally joined the Clean Energy Alliance. However, on October 15, the County Board of Supervisors directed staff to continue discussions with potential CCA JPA partners and return to the Board with options for partnerships prior to October 1, 2020. This action does not preclude the Board from joining the Clean Energy Alliance at a later date, but does most likely delay the County's launch of a CCA program beyond 2021.

Should the City Council choose to move forward in joining the Clean Energy Alliance, without the County's participation, the Council must adopt a Resolution approving participation in the Clean Energy Alliance JPA, pursuant to California Government Code section 6500 et seq. The Resolution would also authorize the City Manager to execute the JPA Agreement.

FINANCIAL STATEMENT *AS FOR TM* If the City joins the Clean Energy Alliance, funding for start-up costs, which are estimated to be \$150,000 to \$250,000 for Santee, will need to be identified. These costs would be reimbursable to the City from the JPA once the CCA program begins generating discretionary revenue, which typically occurs in two to five years post launch.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *KV for MB*

1. Consider a Resolution and JPA Agreement with the Clean Energy Alliance.
2. If the City Council elects to join the Clean Energy Alliance, select a City Council Member and Alternate to serve on the Board of Directors.

ATTACHMENTS

1. Resolution creating and joining the Clean Energy Alliance JPA
2. Clean Energy Alliance Joint Powers Agreement
3. Council Agenda Statement and CCA Staff Report from October 9 Council Meeting

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT
POWERS AUTHORITY AGREEMENT CREATING THE CLEAN ENERGY ALLIANCE**

WHEREAS, Section 6500 et seq. of the Government Code authorizes the joint exercise by two or more public agencies of any power common to them as a Joint Powers Authority ("JPA"); and

WHEREAS, Public Utilities Code Section 366.2(c)(12) specifically authorizes two or more cities and counties to conduct a Community Choice Aggregation (CCA) program through the creation of a JPA; and

WHEREAS, the creation of a JPA would allow its members to share resources and jointly provide and achieve the environmental and economic benefits of a CCA program on a regional basis; and

WHEREAS, the City of Santee desires to enter into a JPA Agreement to establish the Clean Energy Alliance to conduct a CCA program, along with the cities of Carlsbad, Del Mar, Solana Beach, and the County of San Diego, and any additional members approved by the JPA Board in the future.

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

Section 1: The JPA Agreement creating the Clean Energy Alliance is hereby approved, and the City Manager is authorized to execute the Agreement in substantially the form attached hereto as Attachment A, together with minor technical or clerical corrections, if any.

Section 2: Staff is authorized and directed to take such further actions as may be necessary and appropriate to implement the intent and purposes of this Resolution.

Section 3: This Resolution and the creation of the Clean Energy Alliance is exempt from the requirements of the California Environmental Quality Act (CEQA), as it involves organizational and administrative activities of government that will not result in direct or indirect physical changes on the environment, and therefore is not considered a "project." (14 Cal. Code Regs. § 15378(b)(5).)

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of October, 2019, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, MBA, CMC, CITY CLERK

Attachment A – Clean Energy Alliance Joint Powers Agreement

Clean Energy Alliance Joint Powers Agreement

Effective _____

CLEAN ENERGY ALLIANCE JOINT POWERS AGREEMENT

This Joint Powers Agreement (the “Agreement”), effective as of _____, is made by the Founding Members of the Clean Energy Alliance and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the public agencies set forth in **Exhibit B**.

RECITALS

1. The Parties are public agencies sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their customers.
2. SB 350, adopted in 2015, mandates a reduction in greenhouse gas emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050. In 2018, the State Legislature adopted SB 100, which directs the Renewable Portfolio Standard to be increased to 60% renewable by 2030 and establishes a policy for eligible renewable energy resources and zero-carbon resources to supply 100 percent of electricity retail sales to California end-use customers by 2045.
3. The purposes for the Founding Members (as such term is defined in Exhibit A) entering into this Agreement include procuring/developing electrical energy for customers in participating jurisdictions, addressing climate change by reducing energy-related greenhouse gas emissions, promoting electrical rate price stability and cost savings, and fostering consumer choice and local economic benefits such as job creation, local energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to state, regional, and local solar and wind energy production and energy storage.
4. The Parties to this Agreement desire to establish a separate public agency, known as the Clean Energy Alliance ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Founding Members have each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program on behalf of participating jurisdictions.
6. By establishing the Authority, the Parties seek to:
 - (a) Provide electricity service to residents and businesses located within the jurisdictional boundaries of the public agencies that are members of the Authority in a responsible, reliable, innovative, and efficient manner;

- (b) Provide electric generation rates to all ratepayers that are competitive with those offered by the Investor Owned Utility, San Diego Gas & Electric (SDG&E), for similar products with a target generation rate at least 2 percent below SDG&E's base product generation rate;
- (c) Offer a mix of energy products for standard commodity electric service that provide a cleaner power portfolio than that offered by SDG&E for similar service and other options, including a 90 percent and a 100 percent renewable content options in which communities and customers may "opt-up" and voluntarily participate, with the ultimate objective of achieving—and sustaining—the Climate Action Plan goals of the Parties, at competitive rates;
- (d) Develop an aggregate electric supply portfolio with overall lower greenhouse gas (GHG) emissions than SDG&E, and one that supports near-term achievement of the Parties' greenhouse gas reduction goals and renewable electricity goals;
- (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and pursues ambitious energy consumption reduction goals;
- (f) Pursue the procurement of local generation of renewable power developed by or within member jurisdictions with an emphasis on local jobs, where appropriate, without limiting fair and open competition for projects or programs implemented by the Authority;
- (g) Provide a range of energy product and program options, available to all Parties and customers, that best serve their needs, their local communities, and support regional sustainability efforts;
- (h) Support low-income households having access to special utility rates including California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) programs;
- (i) Use discretionary program revenues to support the Authority's long-term financial viability, enhance customer rate stability, and provide all Parties and their customers with access to innovative energy programs, projects and services throughout the jurisdiction of the Authority; and
- (j) Create an administering Authority that seeks to maximize economic benefits and is financially sustainable, well-managed and responsive to regional and local priorities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

1. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** Capitalized terms used in this Agreement shall have the meanings specified in **Exhibit A**, unless the context requires otherwise.

1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement:

Exhibit A: Definitions

Exhibit B: List of Founding Members

2. FORMATION OF THE COMMUNITY CHOICE ENERGY AUTHORITY

2.1 **Effective Date and Term.** This Agreement shall become effective and the Authority shall exist as a separate public agency on the date this Agreement is executed by at least three Founding Members after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until the Agreement is terminated in accordance with Section 8.4 (Mutual Termination), subject to the rights of the Parties to withdraw from the Authority under Section 8.1.

2.2 **Formation of the Authority.** Under the Act, the Parties hereby create a separate joint exercise of power agency named the Clean Energy Alliance. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Parties; however, the Authority may, as authorized under applicable law, undertake any action outside such geographic boundaries as is necessary to the accomplishment of its purpose.

2.3 **Purpose.** The purpose of this Agreement is to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes the Authority to provide opportunities by which the Parties can work cooperatively to create economies of scale and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources in the region for the benefit of all the Parties and their constituents, including, but not limited to, establishing and operating a CCA Program.

2.4 **Addition of Parties.** After the initial formation of the Authority and prior to October 1, 2020, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator under Public Utilities Code Section 331.1 and located within the service territory of SDG&E may become a

member of the Authority if it has completed a positive CCE Feasibility Study, adopted a CCA ordinance pursuant to Public Utilities Code Section 366.2(c)(12), approved and executed this Agreement, and paid or agrees to pay its share of the Initial Costs pursuant to Section 7.3.2 of this Agreement. Notwithstanding the foregoing, such public agency may be denied membership in the Authority if the Board determines within 60 days after the submittal of the CCE Feasibility Study that the addition of the public agency would create an undue risk or financial burden to the Authority or to the achievement of the CAP goals of the Parties.

On or after October 1, 2020, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator under Public Utilities Code Section 331.1 and located within the service territory of SDG&E may apply to and become a member of the Authority if all the following conditions are met:

- 2.4.1 Adoption of a resolution by a two-thirds vote of the entire Board authorizing membership in the Authority;
- 2.4.2 Adoption by the proposed member of a CCA ordinance as required by Public Utilities Code Section 366.2(c)(12) and approval and execution of this Agreement and other necessary program agreements by the proposed member;
- 2.4.3 Payment of a membership fee, if any, as may be required by the Board to cover Authority costs incurred in connection with adding the new party; and
- 2.4.4 Satisfaction of any other conditions established by the Board.

2.5 **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition, withdrawal and/or termination of Parties. The Parties agree to participate with such other Parties as may later be added by the Board, as described in Section 2.4 (Addition of Parties) of this Agreement. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

3. **POWERS**

3.1 **General Powers.** The Authority shall have the powers common to the Parties which are necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.4 (Limitation on Powers) of this Agreement.

3.2 **Specific Powers.** Specific powers of the Authority shall include, but not be limited to, each of the following powers, which may be exercised at the discretion of the Board:

- 3.2.1 make and enter into contracts;
- 3.2.2 employ agents and employees, including but not limited to a Chief Executive Officer;
- 3.2.3 acquire, own, contract, manage, maintain, and operate any buildings, public works, improvements or other assets including but not limited to public electric generation resources;
- 3.2.4 acquire property for the public purposes of the Authority by eminent domain, or otherwise, except as limited under Section 6508 of the Act and Sections 3.6 and 4.12.3 of this Agreement, and to hold or dispose of any property; provided, however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without its affirmative vote under Section 4.12.2;
- 3.2.5 lease any property;
- 3.2.6 sue and be sued in its own name;
- 3.2.7 incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers authorized by law pursuant to Government Code Section 53850 et seq. and authority under the Act;
- 3.2.8 issue revenue bonds and other forms of indebtedness;
- 3.2.9 apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;
- 3.2.10 form independent corporations or entities, if necessary, to carry out energy supply and energy conservation programs;
- 3.2.11 submit documentation and notices, register, and comply with applicable orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 3.2.12 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority;
- 3.2.13 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services;
- 3.2.14 receive revenues from sale of electricity and other energy-related programs; and

- 3.2.15 Partner or otherwise work cooperatively with other CCA's on the acquisition of electric resources, joint programs, advocacy and other efforts in the interests of the Authority.
- 3.3 **Additional Powers to be Exercised.** In addition to those powers common to each of the Parties, the Authority shall have those powers that may be conferred upon it by law and by subsequently enacted legislation.
- 3.4 **Limitation on Powers.** As required by Section 6509 of the Act, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the City of Solana Beach and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.
- 3.5 **Obligations of the Authority.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any of the Parties unless a Party agrees in writing to assume any of the debts, liabilities, and obligations of the Authority with the approval of its Governing Body, in its sole discretion. A Party that has not agreed in writing, as duly authorized by its Governing Body, to assume an Authority debt, liability, or obligation shall not be responsible in any way for such debt, liability, or obligation, regardless of any action by the Board. Further, the debts, liabilities and obligations of the City of Solana Beach related to or arising from its existing CCA program, commonly known as the Solana Energy Alliance, shall not be the debts, liabilities or obligations of the Authority or any of the Parties except the City of Solana Beach unless the Board approves assuming specific contracts entered into by the City of Solana Beach. Any such contracts assumed by the Authority shall be obligations of the Authority only and not of any of the Parties. Notwithstanding Sections 4.12.1 and 9.8 of this Agreement, this Section 3.5 shall not be amended or its liability limitations otherwise modified by an amendment to another part of this Agreement unless such amendment is approved by the Governing Body of each Party.
- 3.6 **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings, structures or other projects (the "project") developed, constructed or installed or caused to be developed, constructed or installed by the Authority within the territory of the Authority (which consists of the territorial jurisdiction of the Parties) shall comply with the General Plan, zoning, land use regulations, building laws and any applicable local Coastal Plan of the local jurisdiction within which the project is located.
- 3.7 **Compliance with the Political Reform Act and Government Code Section 1090.** The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090 et seq. The Board shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board may

adopt additional conflict of interest regulations in the Operating Policies and Procedures.

4. GOVERNANCE

4.1 Board of Directors.

4.1.1 The Governing Body of the Authority shall be a Board of Directors ("Board") consisting of one Director for each Party appointed in accordance with Section 4.2 (Appointment and Removal of Directors) of this Agreement.

4.1.2 Each Director must be a member of the Governing Body of the appointing Party. Each Director shall serve at the pleasure of the Governing Body of the Party that appointed such Director and may be removed as Director by such Governing Body at any time. If at any time a vacancy occurs on the Board, then a replacement shall be appointed to fill the position of the previous Director within 45 days after the date that position becomes vacant.

4.1.3 The Governing Body of each Party also shall appoint an alternate to serve in the absence of the primary Director. The alternate also shall be a member of the Governing Body of the appointing Party. The alternate shall have all the rights and responsibilities of the primary Director when serving in his/her absence.

4.1.4 Any change to the size and composition of the Board other than what is described in this section shall require an amendment of this Agreement in accordance with Section 4.12.

4.2 Appointment and Removal of Directors. The Directors shall be appointed and may be removed as follows:

4.2.1 The Governing Body of each Party shall appoint and designate in writing one regular Director, who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The Governing Body of each Party shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The alternate Director may vote on matters in committee, chair committees, and fully participate in discussion and debate during meetings. All Directors and alternates shall be subject to the Board's adopted Conflict of Interest Code.

4.2.2 A Director may be removed by the Board for cause in accordance with procedures adopted by the Board. Cause shall be defined for the purposes of this section as follows:

- a. Unexcused absences from three consecutive Board meetings.

- b. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of information or documents provided to the Director on a confidential basis and whose public disclosure may be harmful to the interests of the Authority.
- c. Violation of any ethics policies or code of conduct adopted by the Board.

Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director has been removed may appoint a replacement.

- 4.3 **Director Compensation.** The Board may adopt by resolution a policy relating to the compensation or expense reimbursement of its Directors.
- 4.4 **Terms of Office.** Each Party shall determine the term of office for its regular and alternate Director.
- 4.5 **Purpose of Board.** The general purpose of the Board is to:
 - 4.5.1 Provide structure for administrative and fiscal oversight;
 - 4.5.2 Retain a Chief Executive Officer to oversee day-to-day operations of the Authority;
 - 4.5.3 Retain legal counsel;
 - 4.5.4 Identify and pursue funding sources;
 - 4.5.5 Set policy;
 - 4.5.6 Optimize the utilization of available resources; and
 - 4.5.7 Oversee all Committee activities.
- 4.6 **Specific Responsibilities of the Board.** The specific responsibilities of the Board shall be as follows:
 - 4.6.1 Formulate and adopt an annual budget prior to the commencement of the fiscal year;
 - 4.6.2 Develop and implement a financing and/or funding plan for ongoing Authority operations and capital improvements, if applicable;
 - 4.6.3 Retain necessary and sufficient staff and adopt personnel and compensation policies, rules and regulations;

- 4.6.4 Adopt policies for procuring electric supply and operational needs such as professional services, equipment and supplies;
 - 4.6.5 Develop and implement a Strategic Plan to guide the development, procurement, and integration of renewable energy resources consistent with the intent and priorities identified in this Agreement;
 - 4.6.6 Establish standing and ad hoc committees as necessary;
 - 4.6.7 Set retail rates for power sold by the Authority and set charges for any other category of retail service provided by the Authority;
 - 4.6.8 Wind down and resolve all obligations of the Authority in the event the Authority is terminated pursuant to Section 8.2;
 - 4.6.9 Conduct and oversee Authority operational audits at intervals not to exceed three years including review of customer access to Authority programs and benefits, where applicable;
 - 4.6.10 Arrange for an annual independent fiscal audit;
 - 4.6.11 Adopt such bylaws, rules and regulations necessary or desirable for the purposes set forth in this Agreement and consistent with this Agreement;
 - 4.6.12 Exercise the Specific Powers identified in Sections 3.2 and 4.6 except as those which the Board may elect to delegate to the Chief Executive Officer; and
 - 4.6.13 Discharge other duties as appropriate or necessary under this Agreement or required by law.
- 4.7 **Startup Responsibilities.** The Authority shall promptly act on the following matters:
- 4.7.1 Oversee the preparation of, adopt, and update an implementation plan for electrical load aggregation pursuant to Public Utilities Code Section 366.2(c)(3);
 - 4.7.2 Prepare a statement of intent for electrical load aggregation pursuant to Public Utilities Code Section 366.2(c)(4);
 - 4.7.3 Obtain financing and/or funding as is necessary to support start up and ongoing working capital for the CCA Program; and
 - 4.7.4 Acquire and maintain insurance in accordance with Section 9.3.
- 4.8 **Meetings and Special Meetings of the Board.** The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular

meetings at more frequent intervals. The date, hour, and place of each regular meeting shall be fixed annually by resolution of the Board. The location of regular meetings may rotate for the convenience of the Parties, subject to Board approval and availability of appropriate meeting space. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. Board meeting agendas generally shall be set, in consultation with the Board Chair, by the Chief Executive Officer appointed by the Board pursuant to Section 5.5. The Board itself may add items to the agenda upon majority vote pursuant to Section 4.11.1.

- 4.9 **Brown Act Applicable.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).
- 4.10 **Quorum.** A simple majority of the Directors shall constitute a quorum. No actions may be taken by the Board without a quorum of the Directors present.
- 4.11 **Board Voting.** Except for matters subject to Special Voting under Section 4.12, Board action shall require the affirmative votes of a majority of the Directors on the entire Board. The consequence of a tie vote shall be “no action” taken.
- 4.12 **Special Voting.**
- 4.12.1 The affirmative vote of two-thirds of the Directors of the entire Board shall be required to take any action on the following:
- (a) Issuing bonds or other forms of debt;
 - (b) Adding or removing Parties or removing Directors; and
 - (c) Amending or terminating this Agreement or adopting or amending the bylaws of the Authority except as provided in Sections 3.5 and 4.12.3. At least 30 days advance written notice to the Parties shall be provided for such actions. Such notice shall include a copy of any proposed amendment to this Agreement or the bylaws of the Authority. The Authority shall also provide prompt written notice to all Parties of the action taken and attach the adopted amendment, resolution or agreement.
- 4.12.2 An affirmative vote of three-fourths of the entire Board shall be required to initiate any action for Eminent Domain and no eminent domain action shall be approved within the jurisdiction of a Party without the affirmative vote of such Party’s Director.
- 4.12.3 An unanimous vote of the entire Board shall be required to amend the following provisions in this Agreement:

- (a) Section 2.3 (Purpose of Agreement)
- (b) Section 3.6 (Compliance with Local Zoning)
- (c) Sections 4.11 and 4.12 (Voting Requirements)
- (d) Section 4.12.2 (Eminent Domain)
- (e) Section 6.5 (Power Supply Requirements)
- (f) Section 6.6 (Solana Energy Alliance Transition)

5. INTERNAL ORGANIZATION

- 5.1 **Elected and Appointed Officers.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors and shall appoint a Secretary and a Treasurer as provided in Government Code section 6505.5. No Director may hold more than one such office at any time. Appointed officers shall not be elected officers of the Board.
- 5.2 **Chair and Vice Chair.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Chair shall be the presiding officer of all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Chair shall perform duties as may be required by the Board. In the absence of the Chair, the Vice-Chair shall perform all of the Chair's duties. The office of the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board, or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter.
- 5.3 **Secretary.** The Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other office records of the Authority. If the appointed Secretary is an employee of any Party, such Party shall be entitled to reimbursement for any documented out of pocket costs it incurs in connection with such employee's service as Secretary of the Authority, and full cost recovery for any documented hours of service provided by such employee during such Party's normal working hours.
- 5.4 **Treasurer/Chief Financial Officer and Auditor.** The Board of Directors shall appoint a Treasurer who shall function as the combined offices of Treasurer and Auditor and shall strictly comply with the statutes related to the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer for the

Authority shall be the depository and have custody of all money of the Authority from whatever source and shall draw all warrants and pay demands against the Authority as approved by the Board. The Treasurer shall cause an independent audit(s) of the finances of the Authority to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any qualified person or entity as the law allows at the time. The duties and obligations of the Treasurer are further specified in Section 7. The Treasurer shall serve at the pleasure of the Board. If the appointed Treasurer is an employee of any Party, such Party shall be entitled to reimbursement for any documented out of pocket costs it incurs in connection with such employee's service as Treasurer of the Authority, and full cost recovery for any documented hours of service provided by such employee during such Party's normal working hours.

- 5.5 **Chief Executive Officer.** The Board shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may not be an elected member of the Board or otherwise represent any Party to the Authority. The Chief Executive Officer may exercise all powers of the Authority, except those powers specifically reserved to the Board, including but not limited to those set forth in Section 4.6 (Specific Responsibilities of the Board) of this Agreement or the Authority's bylaws, or those powers which by law must be exercised by the Board. The Chief Executive Officer may enter into and execute power purchase agreements and other contracts, in accordance with criteria and policies established by the Board.
- 5.6 **General Counsel.** The Board shall appoint a qualified person to act as the Authority's General Counsel, who shall not be a member of the Board, or an elected official or employee of a Party.
- 5.7 **Bonding of Persons Having Access to Property.** Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority exceeding a value as established by the Board, and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.
- 5.8 **Privileges and Immunities from Liability.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Authority to be

employed by the Parties or by reason of their employment by the Authority, to be subject to any of the requirements of the Parties.

- 5.9 **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, related energy programs, and the provisions of this Agreement. To the extent possible, the commissions, boards, and committees should have equal representation from each Party. The Board may establish criteria to qualify for appointment on its commissions, boards, and committees. The Board may establish rules, regulations, policies, or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be entitled to reimbursement for expenses. The meetings of the commissions, boards, or committees shall be held in accordance with the requirements of the Ralph M. Brown Act, as applicable.

6. **IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

6.1 **Preliminary Implementation of the CCA Program.**

- 6.1.1 **Enabling Ordinance.** In addition to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- 6.1.2 **Implementation Plan.** The Authority shall secure Board approval of an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations, and consistent with the terms of this Agreement, as soon after the Effective Date as reasonably practicable but no later than December 31, 2019.

- 6.2 **Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to operational procedures and policies, the annual budget, and specific plans such as a local renewable energy development and integration plan and other policies defined as the Authority Documents by this Agreement. All such Authority Documents shall be consistent with and designed to advance the goals and objectives of the Authority as expressed in this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Section 8 (Withdrawal and Termination) of this Agreement.

- 6.3 **Integrated Resource Plan and Regulatory Compliance.** The Authority shall cause to be prepared an Integrated Resource Plan in accordance with California Public Utilities Commission regulations, and consistent with the terms of this Agreement, that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with other regulatory requirements including the State Renewable Portfolio Standard (RPS) and customer rate competitiveness.
- 6.4 **Renewable Portfolio Standards.** The Authority shall provide its customers energy primarily from Category 1 and Category 2 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall avoid the procurement of energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) to the extent feasible. The Authority's ultimate objective shall be to achieve—and sustain—a renewable energy portfolio with 100 percent renewable energy availability and usage, at competitive rates, within the Authority service territory by no later than 2035, and then beyond.
- 6.5 **Power Supply Requirements.** The Authority's power supply base product will be greater than or equal to 50% qualified renewable resources. The Board shall establish product options with higher renewable and/or GHG-free content that each Party may select (such as 75% or 100% renewable content). In no event will the Authority's power supply base product contain a lesser amount of renewable resources than the base product provided by SDG&E to its customers. Power supply options established by the Board will allow each Party the flexibility to achieve its CAP goals without impeding any other Party from doing the same.
- 6.6 **Continuation and Transition of City of Solana Beach's Existing CCA Program.** The City of Solana Beach has been operating a CCA program within its jurisdiction since 2018. The City of Solana Beach shall be permitted to continue to operate its existing CCA program until the Authority's CCA Program commences service to customers within the jurisdiction of the City of Solana Beach. The transition of CCA customers within the City of Solana Beach to the Authority's CCA Program shall be implemented in accordance with the Authority's implementation plan approved by the Board and certified by the CPUC and any policies and requirements established by the Board.

7. **FINANCIAL PROVISIONS**

- 7.1 **Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.
- 7.2 **Depository.**

- 7.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 7.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection and duplication by the Parties at all reasonable times. Annual financial statements shall be prepared in accordance with Generally Accepted Accounting Principles of the United States of America within 6 months of the close of the fiscal year. The Board shall contract with a certified public accountant to make an annual audit of the financial statements of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 7.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its policies and procedures.

7.3 Budget and Recovery Costs.

- 7.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with its fiscal management policies that should include a deadline for approval.
- 7.3.2 Funding of Initial Costs. The Initial Costs of establishing the Authority and implementing its CCA Program shall be divided equally among the Founding Members. In the event that the CCA Program becomes operational, these Initial Costs paid by the Founding Members shall be included in the customer charges for electric services to the extent permitted by law. The Authority may establish a reasonable time period over which such costs are recovered and reimbursed to the Founding Members. In the event that the CCA Program does not become operational, the Founding Members shall not be entitled to any reimbursement of the Initial Costs they have paid from the Authority or any Party.
- 7.3.3 CCA Feasibility and Governance Report Costs. In the event that the CCA Program becomes operational, any costs incurred by the Parties in preparing CCA Feasibility or Governance Reports in connection with establishing the Authority shall be included in the customer charges for electric services to the extent permitted by law. The Authority may establish a reasonable time period over which such costs are recovered and reimbursed to the Parties that incurred such costs. In the event that the

CCA Program does not become operational, no Party shall be entitled to any reimbursement of these costs from the Authority or any Party.

7.3.4 **Program Costs.** The Parties intend that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric or other services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through appropriate charges to CCA customers receiving such services.

7.3.5 **No Requirement for Contributions or Payments.** Parties are not required under this Agreement to make any financial contributions or payments to the Authority, and the Authority shall have no right to require such a contribution or payment unless expressly set forth herein (for example, as provided in Section 2.4.3, with respect to Additional Members, Section 7.3.2 with respect to Initial Costs and Section 8.1, with respect to Withdrawal), or except as otherwise required by law.

Notwithstanding the foregoing, a Party may voluntarily enter into an agreement with the Authority to provide the following:

- (a) contributions of public funds for the purposes set forth in this Agreement;
- (b) advances of public funds for the purposes set forth in this Agreement, such advances to be repaid as provided by such written agreement; or
- (c) its personnel, equipment or property in lieu of other contributions or advances.

No Party shall be required, by or for the benefit of the Authority, to adopt any local tax, assessment, fee or charge under any circumstances.

7.4 **Accounts and Reports.** The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection and duplication at all reasonable times by duly appointed representatives of the Parties. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Parties. The Treasurer shall cooperate with all audits required by this Agreement.

7.5 **Funds.** The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

- 7.6 **Discretionary Revenues.** The Board shall establish policies concerning the expenditure of discretionary revenues. As determined by the Board in such policies, discretionary revenues may be used to (1) provide programs and develop projects of the Authority or (2) allow Parties to direct funds into qualified Authority programs and projects, or provide other ratepayer benefits. The Board shall endeavor to achieve a balanced distribution of program and project benefits substantially commensurate with each Party's energy load ("balanced distribution"). The Board shall conduct periodic audits no less than every two years in order to verify the balanced distribution of program and project benefits and take any corrective action necessary to achieve or continue to maintain a balanced distribution.
- 7.7 **Rate Related Programs.** The Authority will maintain residential net energy metering and low-income rate discount programs.

8. WITHDRAWAL AND TERMINATION

8.1 **Withdrawal**

- 8.1.1 **Withdrawal by Parties.** Any Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than one year advance written notice of its election to do so, which notice shall be given to the Authority and each Party. The Board, in its discretion, may approve a shorter notice period on a case by case basis. In addition, a Party may immediately withdraw its membership in the Authority upon written notice to the Board at any time prior to the Authority filing its first year-ahead load forecast with the CPUC that included the Party's load (anticipated to occur in April 2020) without any financial obligation other than its share of Initial Costs that shall not be reimbursed and any costs directly related to the resulting amendment of the Implementation Plan. Withdrawal of a Party shall require an affirmative vote of the Party's Governing Body.
- 8.1.2 **Amendment.** Notwithstanding Section 8.1.1 (Withdrawal by Parties) of this Agreement, a Party may withdraw its membership in the Authority upon approval and execution of an amendment to this Agreement provided that the requirements of this Section 8.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective one year (or earlier if approved by the Board) after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority, should the amendment be approved by the Board.

- 8.1.3 **Continuing Liability; Further Assurances.** A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 8.5 (Continuing Liability; Refund) of this Agreement, including, but not limited to, power purchase agreements and other Authority contracts and operational obligations. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Board shall also consider, pursuant to Section 3.2.12, adoption of a policy that allows a withdrawing Party to negotiate assignment to the Party of costs of electric power or other resources procured on behalf of its customers by the Authority upon its withdrawal. In the implementation of this Section 8.1.3, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself.
- 8.2 **Termination of CCA Program.** Nothing contained in Section 6 or elsewhere in this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.
- 8.3 **Involuntary Termination.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or Authority Documents upon a two-thirds vote of the entire Board excluding the vote of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party, subject to possible termination, shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 8.5 (Continuing Liability; Refund) of this Agreement.
- 8.4 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and

thus terminate this Agreement with respect to such withdrawing Party, as described in Section 8.1 (Withdrawal) of this Agreement.

8.5 Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Party, the Party shall be responsible for any claims, demands, damages, or liabilities attributable to the Party through the effective date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities commencing or arising after the effective date of the Party's withdrawal or involuntary termination.

Notwithstanding the foregoing or any other provisions of this Agreement, such Party also shall be liable to the Authority for (a) any damages, losses, or costs incurred by the Authority which result directly from the Party's withdrawal or termination, including but not limited to costs arising from the resale of capacity, electricity, or any attribute thereof no longer needed to serve such Party's load; and (b) any costs or obligations associated with the Party's participation in any program in accordance with the program's terms, provided such costs or obligations were incurred prior to the withdrawal of the Party. From and after the date a Party provides notice of its withdrawal or is terminated, the Authority shall reasonably and in good faith seek to mitigate any costs and obligations to be incurred by the withdrawing or terminated Party under this Section through measures reasonable under the circumstances, provided that this obligation to mitigate does not impose any obligation on the Authority to transfer any cost or obligation directly attributable to the membership and withdrawal or termination of the withdrawing or terminated party to the ratepayers of the remaining members. Further, the liability of the withdrawing or terminated Party shall be based on actual costs or damages incurred by the Authority and shall not include any penalties or punitive charges imposed by the Authority. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. The withdrawing or terminated Party agrees to pay any such deposit determined by the Authority. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party. In the implementation of this Section 8.5, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself. The liability of a withdrawing Party under this Section shall be only to the Authority and not to any other Party.

8.6 Disposition of Authority Assets. Upon termination of this Agreement and dissolution of the Authority by all Parties, after payment of all obligations of the Authority, the Board may sell or liquidate Authority property and shall distribute any remaining assets to the Parties in proportion to the contributions made by the existing Parties. Any assets provided by a Party to the Authority shall remain the asset of that Party and shall not be subject to distribution under this section.

9. MISCELLANEOUS PROVISIONS

- 9.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 60 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.
- 9.2 **Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees. In addition, pursuant to the Act, no Director shall be personally liable on the Authority's bonds or be subject to any personal liability or accountability by reason of the issuance of bonds.
- 9.3 **Insurance and Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective governing board members, officers, agents and employees, from any and all claims, losses, damages, deductibles or self-insured retentions, costs, fines, penalties, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, errors, omissions or negligence of the Authority or its officers, employees, agents, contractors, licensees or volunteers.
- 9.4 **No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and the Authority and not for the benefit of any other person or entity. No third party beneficiary shall be created by or arise from the provisions of this Agreement.
- 9.5 **Notices.** Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each Party. The Parties may give notice by (1) personal delivery; (2) e-mail; (3) U.S. Mail, first class postage prepaid, or a faster delivery method; or (3) by any other method deemed appropriate by the Board.

Upon providing written notice to all Parties, any Party may change the designated address or e-mail for receiving notice.

All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class" mail; or (3) the date of transmission, when sent by e-mail or facsimile.

- 9.6 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each Party.
- 9.7 **Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the approved assigns of the Parties. This section does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of the proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 9.8 **Amendment.** This Agreement may be amended by a written amendment approved by the Board in accordance with the Special Voting requirements of Section 4.12.
- 9.9 **Severability.** If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were adjudged invalid or void by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.
- 9.10 **Governing Law.** This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply.
- 9.11 **Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.
- 9.12 **Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

The Parties hereto have executed this Joint Powers Agreement establishing the Clean Energy Alliance.

CITY OF _____

By: _____
City Manager

DATE: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A: Definitions

"AB 117" means Assembly Bill 117 (Stat. 2002, Ch. 838, codified at Public Utilities Code Section 366.2), which created Community Choice Aggregation.

"Act" means the Joint Exercise of Powers Act of the State of California (Chapter 5, Division 7, Title 1 of the Government Code commencing with Section 6500).

"Agreement" means this Joint Powers Agreement.

"Authority" means the Clean Energy Alliance.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Policies and Procedures, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"Community Choice Aggregation" or "CCA" means an electric service option available to cities, counties, and other public agencies pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's Community Choice Aggregation program established, conducted and operated under Public Utilities Code Section 366.2.

"Days" shall mean calendar days unless otherwise specified by this Agreement.

"Director" means a member of the Board representing a Party appointed in accordance with Sections 4.1 (Board of Directors) and 4.2 (Appointment and Removal of Directors) of this Agreement.

"Effective Date" means the date on which the Agreement shall become effective and the Authority shall exist as a separate public agency, as further described in Section 2.1 (Effective Date and Term) of this Agreement.

"Founding Member" means any jurisdiction that becomes a member of the Authority before October 1, 2020, as identified in Exhibit B.

"Governing Body" means for any city, its City Council; and for any other public agency, the equivalent policy making body that exercises ultimate decision-making authority over such agency.

"Initial Costs" means reasonable and necessary implementation costs advanced by the Founding Members in support of the formation of the Authority and approved by the Board for reimbursement, which are (a) directly related to the establishment of the Authority and its CCA program, and (b) incurred by the Authority or its Members relating to the initial operation of the Authority, such as the hiring of the executive and operations staff, any required accounting, administrative, technical and legal services in support of the

Authority's initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements, and activities associated with drafting and obtaining approval of the Authority's implementation plan. Initial Costs do not include costs associated with the investigation of the CCA model, attendance at routine planning meetings, or a Party's pre-formation reports related to their decision to pursue CCA or join the Authority. Initial costs also do not include the costs incurred by the City of Solana Beach relating to the termination of its CCA program. The Authority Board shall determine the repayment timing and termination date for the Initial Costs.

"Investor Owned Utilities" means a privately-owned electric utility whose stock is publicly traded and is subject to CPUC regulation.

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions as defined above for "Founding Members" or in Section 2.4 (Addition of Parties) of this Agreement, such that they are considered members of the Authority.

"Party" means, singularly, a signatory to this Agreement that has satisfied the conditions as defined above for "Founding Members" or in Section 2.4 (Addition of Parties) of this Agreement, such that it is considered a member of the Authority.

Exhibit B: List of Founding Members

Any public agency that becomes a member by October 1, 2020

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE October 9, 2019

AGENDA ITEM NO.

ITEM TITLE INTRODUCTION OF AN ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A JOINT POWERS AUTHORITY (JPA) COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF SANTEE; AND REVIEW OF A RESOLUTION AND JPA AGREEMENT CREATING AND JOINING THE CLEAN ENERGY ALLIANCE JPA

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

SUMMARY California state law allows local governments to form Community Choice Aggregation ("CCA") programs that offer alternative electric power options to residents and businesses, whereby the CCA purchases and manages the community's electric power supply while the incumbent utility continues to provide transmission distribution service.

On January 23, 2019, City Council authorized the preparation of a CCA Feasibility Study by EES Consulting, Inc. ("EES"). On July 24, EES presented its findings of the study, which evaluated the financial feasibility, potential benefits and risks, and different governance structures that could be used to implement a CCA in the City of Santee. On August 28 and September 18, additional workshops were held to provide information on topics raised by City Council and to further review different governance models the City could pursue if it chose to move forward in forming a CCA. At the last workshop, Council directed staff to negotiate with the City of Carlsbad and other potential partners for consideration in joining a Joint Powers Authority (JPA) CCA Program. Since that time, staff has been in discussions with the cities of Carlsbad, Del Mar, Solana Beach and the County of San Diego to negotiate the terms and implementation of a Joint Powers Authority, named the Clean Energy Alliance, which would administer a CCA program on behalf of the member agencies.

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FINANCIAL STATEMENT Forming a CCA will have fiscal impacts. Funding for start-up costs, which are estimated to be \$150,000 to \$250,000 for Santee, will need to be identified. These costs would be reimbursable to the City from the JPA once the CCA program begins generating discretionary revenue, which typically occurs in two to five years post launch.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSP*
1. Introduce an Ordinance, for first reading, authorizing the implementation of a Joint Powers Authority (JPA) Community Choice Aggregation program in the City of Santee.
2. Review a Resolution and JPA Agreement with Clean Energy Alliance, and consider for adoption on October 23, 2019.

ATTACHMENTS
1. Staff Report
2. Ordinance authorizing implementation of a JPA Community Choice Aggregation program
3. Resolution creating and joining the Clean Energy Alliance JPA
4. Clean Energy Alliance Joint Powers Agreement

STAFF REPORT
Community Choice Aggregation
October 9, 2019

Background

California state law (AB 117) allows local governments to form Community Choice Aggregation (CCA) programs that offer an alternative electric power option to residents and businesses currently served by investor owned utilities (IOUs). Under a CCA model, local governments purchase and manage their community's electric power supply by sourcing power from a preferred mix of traditional and renewable generation sources, while the incumbent IOU continues to provide distribution service. This gives CCAs the opportunity to design and potentially reduce retail rates for their constituents, provide customer choice, promote local economic development, and offer a cleaner power supply option.

State law also allows a group of cities and counties to form a CCA through a Joint Powers Authority (JPA), which acts as a separate legal entity governed by a board of directors who represent the member agencies. The debts, obligations and liabilities of the JPA stay with the JPA; these are not obligations of the individual members.

The City of Santee's Sustainable Santee Plan, also known as a Climate Action Plan, sets long-term goals to reduce greenhouse gas emissions (GHG) per state requirements. Recognizing that energy use is a significant contributor to the City's GHG emissions, the Sustainable Santee Plan has a goal to achieve 100% renewable energy by 2035. Implementation of a CCA program is one of the actions identified in the Plan that will help the City achieve this goal.

Establishing a CCA program in the City of Santee through the execution of a JPA agreement is financially feasible, will reduce GHG emissions, provide local control over energy decisions, and can generate enhanced local economic development. The JPA Board will set customer rates and offer programs throughout the members' territories.

On July 24, 2019, EES Consulting, Inc. presented its findings of Technical Feasibility Study, which evaluated the financial feasibility, potential benefits and risks, and different governance structures that could be used to implement a CCA in the City of Santee. On August 28 and September 18, additional workshops were held to provide information on topics raised by the City Council and to further review different governance models. These included an enterprise model, various Joint Powers Authority (JPA) models, and a cooperative model, which acts like a hybrid enterprise-JPA. Given the pros and cons of each of these governance models, the City Council directed staff to negotiate with the City of Carlsbad and other potential partners for consideration in implementing and joining a JPA Community Choice Aggregation program.

Clean Energy Alliance Joint Powers Authority

Since the last City Council CCA workshop, staff has been in discussions with the cities of Carlsbad, Del Mar, Solana Beach and the County of San Diego to negotiate the terms and possible implementation of a Joint Powers Authority, named the Clean Energy Alliance, which would administer a CCA program on behalf of the member agencies. The JPA Agreement is attached, and a summary of the key terms are outlined below.

Clean Energy Alliance Joint Powers Authority Key Terms & Conditions	
File Implementation Plan with State of California	December 2019
Launch Date	2021
Power Supply Portfolio <i>(Sections 6.4 and 6.5)</i>	<ul style="list-style-type: none"> • 50% Renewable at launch (base product) • 100% Renewable goal by 2035 • Flexibility for each member to select its own energy portfolio at the 50% minimum renewal baseline or above
Rates <i>(Recitals)</i>	<ul style="list-style-type: none"> • Provide competitive rates with a target generation rate at least 2% below SDG&E's base product generation rate • Maintain residential net energy metering for solar customers • Maintain discount programs for low-income customers
Voting & Representation <i>(Section 4.1)</i>	<ul style="list-style-type: none"> • 1 Member, 1 Vote • Board Members and Alternates must be a member of the governing body of each member agency
Special Voting <i>(Sections 4.11 and 4.12)</i>	<ol style="list-style-type: none"> 1. Most Board actions require a simple majority vote 2. Two-thirds vote of the entire Board will be required for: <ol style="list-style-type: none"> a. Issuing bonds or other debt b. Adding or removing member agencies or removing Board members c. Amending or terminating the Agreement or adopting or amending the bylaws of the Authority 3. Three-fourths vote of the entire Board will be required to initiate any action for Eminent Domain and must include an affirmative vote by the home jurisdiction 4. A unanimous vote of the entire Board will be required to amend the following provisions in the Agreement: <ol style="list-style-type: none"> a. Purpose of the Agreement (Section 2.3) b. Compliance with Local Zoning & Building Laws (Section 3.6) c. Voting Requirements (Sections 4.11 and 4.12) d. Eminent Domain (Section 4.12.2) e. Power Supply Requirements (Section 6.5) f. Transition of Solana Energy Alliance CCA (Section 6.6)

<p>Membership (Section 2.4)</p>	<ul style="list-style-type: none"> • Open to public agencies within the service territory of SDG&E for a 2021 or 2022 launch • <u>Prior to October 1, 2020</u> – open to new members with a positive feasibility study, if no undue risk or financial burden to the Authority or Climate Action Plan goals of the founding members; and payment of its share of start-up costs • <u>After October 1, 2020</u> – new members admitted with a 2/3 vote of the Board and payment of a membership fee to cover any costs incurred by the JPA
<p>Start-up Costs (Section 7.3.2)</p>	<p>To be split equally by the member agencies; reimbursed from JPA operating revenues</p>
<p>How Discretionary Revenues are to be Spent (i.e. Energy Programs) (Section 7.6)</p>	<ul style="list-style-type: none"> • <u>Guiding Principal</u> - discretionary revenues will support the JPA’s long-term financial viability, enhance customer rate stability, and provide all member agencies and their customers with access to innovative energy programs, projects and services • <u>Financial Provisions</u> - the JPA Board will establish specific policies for the expenditure of discretionary revenues. As determined by the Board, discretionary revenues may be used to provide programs and develop projects of the JPA, or allow member agencies to direct funds into qualified programs and projects, or provide other ratepayer benefits. The Board must endeavor to achieve a balanced distribution substantially commensurate with each member’s energy load. The Board must also conduct periodic audits no less than every two years to verify the balanced distribution of program and project benefits and take corrective action to achieve or continue to maintain a balanced distribution
<p>Withdrawal from JPA (Section 8.1)</p>	<ul style="list-style-type: none"> • Upon start-up, a member may immediately withdraw with written notice to the Board at any time prior to the Authority filing its first load forecast with the CPUC, which is anticipated to occur in April 2020, with no financial obligation other than its share of initial costs and any costs directly related to the resulting amendment of the Implementation Plan • After launch, a member can withdrawal from the JPA with 1-year advance notice at the beginning of a fiscal year
<p>Eminent Domain (Section 4.12.2)</p>	<p>Requires 3/4 vote with an affirmative vote by the home jurisdiction</p>

Next Steps

In order to move forward in pursuing any CCA program in the City of Santee, the City Council must first introduce and pass an Ordinance to comply with California Public Utilities Code Section 366.2 (c)(12), which requires that any entity intending to implement a CCA program within its jurisdiction must do so by ordinance. Staff recommends City Council introduce this Ordinance for first reading at this meeting on October 9, as the first step in the process of implementing a CCA program.

In order to move forward in joining the Clean Energy Alliance JPA, the City Council must adopt a Resolution approving participation in the Clean Energy Alliance JPA, pursuant to California Government Code section 6500 et seq. This Resolution would also authorize the City Manager to execute the JPA Agreement.

The founding members of the Clean Energy Alliance would potentially include the cities of Carlsbad, Solana Beach, Santee and Del Mar, and possibly the County of San Diego. These agencies will be considering similar actions on the following dates:

1. Del Mar - October 7
2. Carlsbad - October 8
3. Santee - October 9
4. Solana Beach - October 9
5. County of San Diego - October 15

Staff recommends City Council review the Resolution and the Clean Energy Alliance JPA Agreement, and consider it for adoption on October 23, after all potential members have taken action. As the County of San Diego would be the largest member, and potentially the most impactful to the JPA, City Council may want to consider whether to join after the County takes action on October 15.

Timeline for 2021 Launch

Should the City Council choose to join the Clean Energy Alliance JPA, upon adoption of the ordinance and resolution, and approval of the JPA agreement, the Clean Energy Alliance will launch, operate, and govern the CCA energy program, in accordance with the terms of the JPA Agreement, on behalf of its member agencies.

In order to support a 2021 launch of the CCA program, the following timeline has been developed:

1. October 9 – Adoption (1st reading) of the Ordinance
2. October 23 – 2nd reading and adoption of the Ordinance; Adoption of the Resolution and approval to execute the Clean Energy Alliance JPA Agreement; selection of a City Council Member and Alternate to serve on the JPA Board of Directors; and identification of a funding source for the City's share of start-up costs.

Board Appointments: In accordance with Section 4.2 of the JPA Agreement, the City Council must appoint two Council Members to the JPA Board of Directors, to act for and on behalf of the City of Santee. One primary Board Member should be appointed as well as one alternate Board Member who may vote on matters when the regular Board Member is absent from board meetings. The Board will be seated in November, thus appointments need to be made as soon as possible to enable adequate scheduling and briefing time.

3. Late November, 2019 – JPA Board is seated for its first Board meeting to provide direction on the drafting of the Implementation Plan
4. Early December, 2019 – JPA Board reviews draft Implementation Plan
5. Mid December, 2019 – JPA Board adopts the Implementation Plan
6. December 31, 2019 – Implementation Plan submitted to CPUC

Alternative 2022 Launch

As an alternative, the Clean Energy Alliance JPA Agreement provides that members may join the JPA prior to October 1, 2020 with a majority vote of the JPA Board and payment of our fair share of start-up costs. In this scenario, no immediate action would be needed by the City Council. It should be noted that Carlsbad, Del Mar and Solana Beach are most likely to join the JPA together for a 2021 launch. However, the County of San Diego will be voting on October 15 on whether or not it will be joining the JPA. In any event, the JPA board would likely issue RFPs for power portfolio, data manager, marketing and other services between November 2019 and spring of 2020.

Fiscal Impact & Startup Costs

It is estimated that start-up costs will be approximately \$600,000 to \$800,000, and possibly as high as \$1 million. These costs will be equally divided among the founding members with reimbursement from the JPA at a later date.

The initial costs are the costs directly related to the establishment of the JPA and the initial operation of the JPA, such as the hiring of executive and operations staff and/or consultants, any required accounting, administrative, technical and legal services in support of the Authority's initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements, and activities associated with drafting and obtaining approval of the Authority's implementation plan. These do not include costs associated with attendance at routine planning meetings, or a member agency's pre-formation reports related to their decision to pursue a CCA program or join the Clean Energy Alliance JPA. Initial costs also do not include the costs incurred by the City of Solana Beach relating to the termination of its CCA program.

Startup costs can be funded by a city's general fund, financed through a banking institution or covered by a contracted third-party CCA vendor. If the funds come from a city's general fund, they can be reimbursed by the JPA once the CCA program begins generating discretionary revenue. Experience has shown that currently operating CCAs have been able to reimburse the start-up costs for its member agencies in two to five years post launch. The payback period cannot be specifically defined as the JPA Board will determine the timing, which will be influenced by the performance of the CCA program and external energy market factors.

Once the CCA program is operational and governed by the JPA (anticipated in early 2021), there would be no ongoing financial commitments required of the City beyond the initial start-up costs.

City of Santee
COUNCIL AGENDA STATEMENT

Item 12

MEETING DATE: October 23, 2019

AGENDA ITEM NO.

ITEM TITLE FANITA RANCH WORKSHOP III – PARKS, TRAILS AND OPEN SPACE

DIRECTOR/DEPARTMENT Melanie Kush, Development Services



SUMMARY This is the third workshop in a series of workshops to be held in advance of the release of the Draft Environmental Impact Report for public review later this year, and before the public hearing anticipated in 2020 to consider the Environmental Impact Report and development applications filed by HomeFed Fanita Rancho LLC (“HomeFed”). The project is a mixed-use development on the 2,638-acre site commonly known as Fanita Ranch, and comprised of 2,949 residential units in a variety of product types, a working farm, commercial uses, a school site, parks and trails. The applications include a General Plan Amendment, a Specific Plan, a zone district reclassification, a Vesting Tentative Map and a Development Review Permit. The previous two workshops presented an overview of the project (May 8 2019), followed by a workshop on traffic/ circulation/ State Route 52 Improvements (September 11, 2019).

This workshop describes the interconnected parks, trails and open space features where over 70% of the property would be devoted to active and passive recreation and enjoyment of nature. A singular community park and farm, 8 neighborhood parks, and numerous mini-parks are interspersed throughout the villages, with no restrictions on public access. A network of nature and urban trails and an “AgMeander would support project goals that include connection to regional trails (Stowe and County trails), access to the scenic qualities of the property, learning experiences in conjunction with farming and healthy lifestyle, as well as an appreciation of the adjacent open space to be protected and managed in perpetuity.

A PowerPoint presentation will provide conceptual illustrations of these project features.

ENVIRONMENTAL REVIEW

This workshop is not a project under the California Environmental Quality Act (CEQA).

FINANCIAL STATEMENT



Staff and consultant costs associated with the development planning of Fanita Ranch are fully funded through a developer deposit account.

CITY ATTORNEY REVIEW

N/A

Completed

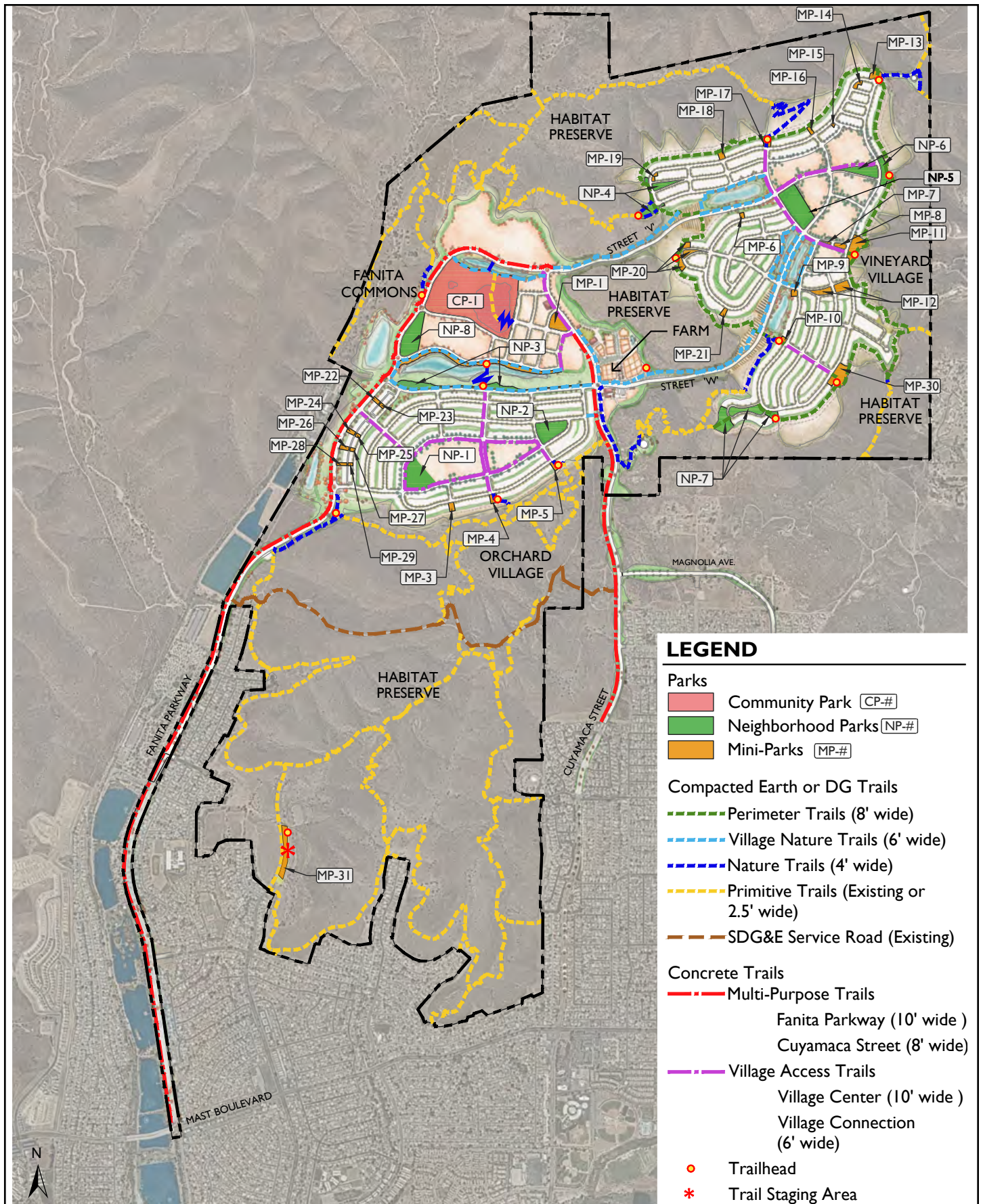
RECOMMENDATION



Receive report and PowerPoint presentation

ATTACHMENT

Parks, Trails and Open Space Exhibit



Conceptual Park, Trails, and Open Space Plan

City of Santee
COUNCIL AGENDA STATEMENT

Item 13

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE INTRODUCE AND SET FOR PUBLIC HEARING AN ORDINANCE RESCINDING CHAPTERS 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, AND 11.26 OF TITLE 11 OF THE SANTEE MUNICIPAL CODE ENTITLED "BUILDINGS AND CONSTRUCTION", IN THEIR ENTIRETY AND ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING THE 2019 CALIFORNIA ADMINISTRATIVE CODE, THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA FIRE CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH MODIFICATIONS, ADDITIONS, AND DELETIONS THERETO

DIRECTOR/DEPARTMENT

Melanie Kush, Development Services
John Garlow, Fire Department

SUMMARY

The purpose of this ordinance is to update the Santee Municipal Code to the current state-mandated building code editions, which include the Fire Code. The state building codes are generally updated every three years and adopted by the State of California Building Standards Commission. Local jurisdictions are subsequently required to adopt and implement the state-adopted codes as the minimum standard for construction. While the City of Santee is required to utilize the newest state-adopted version of the codes for building permit review and inspections, minor modifications to the codes which reflect local conditions, such as climate, topography and geology, are allowed. The ordinance rescinds and replaces various chapters of Title 11 "Buildings and Construction" by incorporating by reference the latest code editions, while retaining local amendments.

ENVIRONMENTAL REVIEW

This Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15308 (Class 8) because the project is an action being taken in compliance with state mandates where the process involves procedures for the protection of the environment which do not have the potential to cause significant environmental effects.

FINANCIAL STATEMENT

The cost of implementation is expected to have no fiscal impact.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATIONS

1. Introduce Ordinance for first reading; and
2. Set the Public Hearing and second reading for November 13, 2019.

ATTACHMENTS

Staff Report
Ordinance

**STAFF REPORT
CITY COUNCIL MEETING October 23, 2019**

INTRODUCE AND SET FOR PUBLIC HEARING AN ORDINANCE RESCINDING CHAPTERS 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, AND 11.26 OF TITLE 11 OF THE SANTEE MUNICIPAL CODE ENTITLED “BUILDING AND CONSTRUCTION”, IN THEIR ENTIRETY AND ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING THE 2019 CALIFORNIA ADMINISTRATIVE CODE, THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2019 CALIFORNIA FIRE CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH MODIFICATIONS, ADDITIONS, AND DELETIONS THERETO.

A. BACKGROUND

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code (“Codes”) and include, but are not limited to, building, plumbing, mechanical, electrical, and energy standards. The California Building Standards Code includes the Fire Code.

California Health and Safety Code requires that each jurisdiction in the state adopt the most recent edition of the California Building Standards Code within 180 days of publication. If it is not adopted by a jurisdiction it has the force of law 180 days after publication. The 2016 version of the Codes, which are currently in effect, were adopted locally in December of 2016.

The 2019 Codes do not include substantial modifications from the 2016 Codes. Many of the modifications include clarifications to language and details, but will not have significant impacts to building design in Santee.

When adopting the California Building Standards Code a jurisdiction may establish more restrictive standards reasonably necessary based on climatic, geologic, or topographic conditions. The City of Santee has made modifications to previous versions of the Codes, and is proposing an identical set of modifications to the 2019 Codes. No new modifications are being proposed by the City as part of this Ordinance.

The City incorporates the Codes by reference in Title 11 of the Municipal Code, titled “Building and Construction”.

B. PUBLIC NOTICE:

Notice of tonight's public meeting was published in the East County Californian on Thursday, October 10, 2019. Two notices of public hearing to be held on November 13, 2019 will be published in the East County Californian on October 31, 2019 and November 7, 2019, per statutory requirements. Notice was mailed to the Building Industry Association on October 15, 2019.

C. ENVIRONMENTAL REVIEW

The Ordinance is exempt from the provisions of the California Environmental Quality Act under Section 15308 (Class 8) because the project is an action being taken in compliance with state mandates where the process involves procedures for the protection of the environment which do not have the potential to cause significant effects on the environment.

D. STAFF RECOMMENDATION

1. Introduce Ordinance for first reading; and
2. Set the Public Hearing and second reading for November 13, 2019.

ATTACHMENT
Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTEE, CALIFORNIA, RESCINDING CHAPTERS 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, AND 11.26 OF TITLE 11 OF THE SANTEE MUNICIPAL CODE ENTITLED “BUILDING AND CONSTRUCTION”, IN THEIR ENTIRETY AND ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING THE 2019 CALIFORNIA ADMINISTRATIVE CODE, THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2019 CALIFORNIA FIRE CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH MODIFICATIONS, ADDITIONS, AND DELETIONS THERETO

WHEREAS, the City of Santee last adopted its building and fire codes in 2016; and California Health and Safety Code Section 17922 requires that a jurisdiction in the state adopt the most recent edition of the California Building Standards Code, which includes the California Fire Code; and

WHEREAS, Government Code Section 50022.2 et seq. and California Health & Safety Code Section 17922 empower the City to adopt by reference the California Building Standards Code, adopting certain uniform codes, including the California Fire Code, 2019 Edition, (which incorporates and amends the International Fire Code 2018 Edition) with certain appendices and amendments; and

WHEREAS, California Health & Safety Code Section 17958.5 provides, in pertinent part, that a City may make such changes or modifications to the provisions published in the California Building Standards Code and other regulations adopted pursuant to Section 17922 as it determines, pursuant to the provisions of Section 17958.7, are reasonably necessary because of local climatic, topographical, or geological conditions; and

WHEREAS, the City desires to adopt the California Fire Code, 2019 Edition, which is a part of the California Building Standards Code in Title 24 of the California Code of Regulations (“CFC”), with necessary amendments to assure the CFC is tailored to the particular safety needs of the City as required by its unique climatic, topographical and geological conditions; and

WHEREAS, prior to making modifications permitted under California Health & Safety Code Section 17958.5, the City Council is required to make express findings that such modifications or changes are needed in accordance with California Health & Safety Code Section 17958.7; and

WHEREAS, California Health and Safety Code Section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Building Standards Code; and

ORDINANCE NO. _____

WHEREAS, this amendment to the Santee Municipal Code has been determined to be exempt from review by the San Diego Regional Airport Authority as it would not affect Gillespie Field Airport operations nor result in land use incompatibilities with the Gillespie Field Airport Land Use Plan; and

WHEREAS, this project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15308 (Class 8) of the CEQA Guidelines because the project is an action being taken in compliance with state mandates where the process involves procedures for the protection of the environment which do not have the potential to cause significant effects on the environment; and

WHEREAS, on October 23, 2019, the City Council of the City of Santee held a duly advertised public meeting to introduce the Ordinance by title only and to set the Public Hearing on this proposed ordinance for November 13, 2019; and

WHEREAS, the City published notice of the aforementioned public meeting on October 10, 2019, and thereafter published notice of the Public Hearing pursuant to California Government Code Section 6066 on October 31, 2019 and November 7, 2019; and

WHEREAS, the City Council held a Public Hearing on November 13, 2019, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2019 California Building Standards Code, as amended herein; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1: Findings in support of local amendments. To the extent that the following changes and modifications to the 2019 California Building Standards Code are deemed more restrictive, thus requiring that findings be made pertaining to local conditions to justify such modifications, the City Council hereby finds and determines that the following changes and modifications are reasonably necessary due to local climatic, topographical, and geological conditions consisting of the following:

A. Climatic Conditions:

1. The City of Santee is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. The winds prevail from the west with seasonal strong dry east winds that vary in duration and intensity. These winds can significantly enlarge wildland fires as well as cause abrupt and unpredictable changes in fire direction. Temperatures ranging between 75- and 100-degrees F are common throughout the year. Hot, dry foehn (Santa Ana) winds, which may reach speeds of 45 miles per hour or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger.

ORDINANCE NO. _____

2. The local climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Santee Fire Department's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

3. Dry climatic conditions and winds can contribute to the rapid spread of fires. Fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal Fire Department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

4. The water supply is limited making it necessary for fire apparatus to travel time-consuming distances to refill once their initial water supply has been utilized.

B. Topographical Conditions:

1. The City is situated in hilly, inland terrain. Approximately 50% of the area is classified as "wildland" for fire purposes, covered by native vegetation on steep and frequently inaccessible hillsides. The native ground cover is highly combustible grasses, dense brush and chaparral. Natural firebreaks in these areas are insignificant. Natural slopes of 15 percent or greater generally occur in the foothills of Santee. Several developments are currently planned for these hillsides and future development may potentially occur in such areas.

2. The topographical conditions combine to create a situation that places Fire Department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures, such as Class B roofing material to protect occupants and property.

3. The amount of traffic will continue to grow with regional population growth, creating an artificial obstructive topographical condition. The three major highways (Hwy. 67, Hwy. 125, and Hwy. 52) that traverse through the City support the transportation of hazardous materials. The eventual release or threatened release of hazardous materials along one of these highways is possible, given the volume transported daily. The City is also transected by a mass transit trolley line that begins in the City of San Diego and terminates in the City of Santee. The Trolley operates throughout the day and delays emergency vehicles on a daily basis. These conditions may negatively affect access and the Fire Department's ability to deliver service.

4. The potential for fire damage is great in the wildland area, as such, a fire can spread rapidly and difficult terrain and explosive vegetation can slow response time.

5. Rural roads include many narrow winding roadways, often with grades in excess of that necessary for optimal response time for large fire apparatus. An additional factor affecting response time is the distance between the two fire stations and the fire location.

ORDINANCE NO. _____

C. Geological Conditions:

1. The City of Santee is situated near three major earthquake faults, each capable of generating quakes with a magnitude of up to 7.0. These faults are: the Elsinore Fault, approximately 20 miles northeast of Santee; the Rose Canyon Fault, which extends south from La Jolla Cove, through Rose Canyon and west into San Diego; and the Coronado Banks Fault, which extends from the north to south direction, just off the Southern California coastline. In as much as these faults are considered major California earthquake faults, subject to becoming active at any time, the City of Santee is particularly vulnerable to devastation requiring significant emergency response, should an earthquake of such magnitude occur.

2. According to the soil ratings devised by the National Earthquake Hazards Reduction Program (NEHRP), certain portions of the City (through the San Diego River bed) have soft soils that are subject to a risk of Liquefaction in the event of an earthquake.

3. Additionally, this same low-lying portion of the City is within a “High Risk Dam Inundation” area subject to severe flooding from the San Vicente and El Capitan Reservoirs in the event of a Dam failure. The potential effects include isolating the City from the north and south due to the potential of flood through the river bed. Additional potential situations inherent in an earthquake situation include: water main breaks, broken natural gas mains causing structure and other fires, possible leakage of hazardous materials, the need for rescues from collapsed structures, and the rendering of first aid and other medical attention to large numbers of people.

SECTION 2: Findings in compliance with the California Environmental Quality Act.

The City Council of the City of Santee finds that this project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15308 (Class 8) because the project is an action being taken in compliance with state mandates where the process involves procedures for the protection of the environment which do not have the potential to cause significant effects on the environment.

SECTION 3: Recitals. The City Council of the City of Santee hereby finds and declares that all of the recitals set forth above are correct and true and wishes to amend the Santee Municipal Code by rescinding and replacing various Chapters of Title 11 “Buildings and Construction”, to include various sections of the Fire Code (Section 307.4.3 with subsections, Section 503.2.1, Section 503.2.3, Section 903.4.2, Section 5607 with subsections, Section 4903, and Section 4905.2 with subsections) as set forth in this ordinance.

SECTION 4: The City Council of the City of Santee hereby:

- A. Rescinds Chapters 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, and 11.26 of the Santee Municipal Code; and
- B. Adopts new Chapters 11.02, 11.04, 11.06, 11.08, 11.10, 11.12, 11.14, 11.16, 11.18, 11.20, 11.22, and 11.26 of the Santee Municipal Code to read as follows:

ORDINANCE NO. _____

Chapter 11.02

CALIFORNIA ADMINISTRATIVE CODE

Sections:

11.02.010 Adoption.

11.02.010 The California Administrative Code Chapter, 2019 edition, Chapter 11.02 is adopted by reference without change to the Buildings and Construction Code.

Chapter 11.04

CALIFORNIA BUILDING CODE

Sections:

11.04.010 Adoption.

11.04.020 Findings.

11.04.030 Deletions, revisions and additions.

11.04.040 Table 1505.1 Amended.

11.04.050 Appendices C, H and I adopted.

11.04.010 Adoption of the 2019 California Building Code, Part 2, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City building code for the purpose of prescribing regulations in the City of Santee for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, the 2019 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18901 et seq. which is based on the International Building Code, 2018 Edition, including those Appendix Chapters shown as adopted by this Chapter. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures within the City of Santee shall be in conformance with the 2019 California Building Code published by the California Building Standards Commission.

11.04.020 Findings.

The City of Santee has many large, brush-covered hillsides. The City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which create extreme fire dangers. The City Council specifically finds that these geographic and topographic conditions necessitate greater fire protection than that provided by the 2019 California Building Code. Therefore, this chapter alters the 2019 California Building Code, to require more fire-retardant roof coverings.

ORDINANCE NO. _____

11.04.030 Deletions, revisions and additions to the 2019 California Building Code.

Deletions, revisions and additions to the 2019 California Building Code shall be as set forth in Sections 11.04.040 and as follows:

Section 104.7.1 of the California Building Code is added to read as follows:

Section 104.7.1 Permit History Survey. Upon receipt of a written request from the owner of a parcel of property for a Permit History Survey, and the payment of the fee specified in a resolution duly adopted by the City Council, the building official may review city records and provide a report listing those building, plumbing, electrical and mechanical permits that have been issued for a specific parcel of property.

Section 105.2 of the California Building Code is amended to read as follows:

Section 105.2 Exempt from permit is amended by adding the following subsections 14 through 17:

1. through 13. remain unchanged.
14. Satellite dish antenna, other than roof-mounted, in Office, Commercial, and Industrial zoning districts
15. Renewal of roof coverings on any buildings.
16. Attached open residential patio covers structures up to 120 square feet in projected roof area. These structures must be attached to an R-3 occupancy.
17. Fences not over 8 feet high, where permitted to be installed by City Zoning Code in commercial and industrial zones.
18. Installation of metal storage containers for use as temporary storage structures. This exception does not apply to any structure used as defined under 'habitable space' in section 202 of the California building Code. This exemption is intended to be applied only to prefabricated shipping and cargo containers commonly used in the shipping and trucking industries.
19. Repairs which involve only the replacement of component parts of existing work with similar materials only for the purpose of maintenance and which do not aggregate over \$750.00 in valuation and do not affect any electrical or mechanical installations. Repairs exempt from permit requirements shall not include any addition, change or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements without limit to valuation are:
 - a. Painting
 - b. Installation of floor covering
 - c. Cabinet work
 - d. Outside paving not involving restriping of disabled access parking stalls.

Section 105.3.1.1 of the California Building Code is added to read as follows:

Section 105.3.1.1 Permits shall not be issued for construction on a site where the

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City engineer determines that a grading permit or public improvements are required until the City engineer or his/her representative notifies the building official in writing that grading or public improvements has been satisfactorily completed to allow building permits to be issued.

Permits shall not be issued if the City engineer determines that flooding or geologic conditions at the site may endanger the public safety or welfare.

Section 109 of the California Building Code shall be deleted and replaced with the following:

Section 109.1 FEES

Section 109.2 GENERAL. Fees shall be assessed as set forth in a resolution duly adopted by the City Council.

Section 109.3 PERMIT FEES. The fee for each permit shall be as set forth in a resolution duly adopted by the City Council.

The determination of value or valuation under any of the provisions of these codes shall be made by the building official. The value to be used in computing building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The permit fees for those projects subject to State energy code compliance and /or State disabled access regulation compliance shall be as set forth in a resolution dully adopted by the City Council.

Section 109.4 PLAN REVIEW FEES. When submittal documents are required by section 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be set forth in a resolution duly adopted by the City Council. The plan review fee for electrical, mechanical, and plumbing work shall be set forth in a resolution duly adopted by the City Council. The plan review fees for State energy code compliance and/or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council. The plan review fees specified in this section are separate fees from the permit fees specified in Section 109.3 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate set forth in a resolution duly adopted by City Council.

Section 109.5 EXPIRATION OF PLAN REVIEW. An application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not to exceed 180 days

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on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

Section 109.6 INVESTIGATION FEES: WORK WITHOUT A PERMIT.

Section 109.6.1 INVESTIGATION. Whenever any work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

Section 109.6.2 FEE. An investigation fee, in addition to the permit fee, shall be equal to the amount of the permit fee required by this code. The minimum fee shall be the same as the same as the minimum permit fee set forth in a resolution duly adopted by the City Council. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes not from any penalty prescribed by law.

Section 109.7 FEE REFUNDS. The building official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid has been withdrawn or cancelled before any examination has been expended.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 109.8 PERMIT HISTORY SURVEY FEE. The fee for conducting a permit history survey for an existing structure or facility shall be as set forth in a resolution duly adopted by City Council.

Section 109.9 DEMOLITION PERMIT FEE. The fee for a permit to demolish a building shall be as set forth in a resolution duly adopted by the City Council.

Section 109.10 FEE EXCEPTIONS: the government of the United States of America, the State of California, local school districts proposing work exempt from building permits, the County of San Diego, and the City shall not be required to pay for filing an application for a building permit pursuant to this code unless City plan review and inspection services are requested. If so requested, the fee schedules adopted in a resolution by City Council shall apply.

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Section 111 of the California Building Code is amended to read as follows:

Section 111.1 CERTIFICATE ISSUED. After final inspection where the building official has inspected the building or structure and has found no violations of the provisions of this code or other laws which are enforced by the building division, the building official shall indicate approval on the Inspection Record Card, and the signed Inspection Record Card shall serve as the Certificate of Occupancy.

Section 113.1 of the California Building Code is amended to read as follows:

Section 113.1 General. In order to hear and decide appeals or orders, decisions, or determinations made by the building Official relative to the application and interpretation of the technical codes, the City Council shall serve as the appeals board. The applicant may appeal the order, decision, or determination of the building official by filing with the City Clerk a written appeal within ten days after the date of the written decision.

Section 114.4 of the California Building Code shall be replaced as follows to read:

Section 114.4 Violations. Any person, firm or corporation violating any provision of this code or the technical codes shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars, or imprisoned for a period of not more than six months in the county jail, or both fine and imprisonment.

Section 114.5 of the California Building Code shall be added as follows to read:

Section 114.5 Public Nuisance. Any building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished, equipped, used, occupied, or maintained contrary to the provisions of this code shall be and the same is hereby declared to be unlawful and a public nuisance. The City Attorney shall, upon order of the City Council, commence necessary proceedings for the abatement, removal and/or enjoinder of any such public nuisance in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by Chapter one (1) of this code shall be prima facie evidence of the fact that the public nuisance has been committed in connection with the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition, equipment, use, occupation, or maintenance of a building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, used, occupied, or maintained contrary to the provisions of this code or the technical codes.

Add the following to the end of the first paragraph of Section 1505.1 General:

Section 1505.1 The installation of wood shingle or shake roofing material for reroofing or repair which exceeds 25 percent of the projected roof area within any 12-month period shall be as required for new roof installations or a minimum of Class B Rating.

11.04.040 Table 1505.1 Amended.

Table 1505.1 of the 2019 California Building Code and the International Building Code, 2018 Edition, is amended to read as follows:

**TABLE 1505.1
MINIMUM ROOF COVERING CLASSIFICATION
FOR TYPE OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

1104.050 Appendices C, H and I adopted.

Appendix C, H and I are adopted.

Chapter 11.06

CALIFORNIA RESIDENTIAL CODE

Section 11.06.010 Adoption

11.06.010 Adoption of the 2019 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City residential code for the purpose of establishing provisions for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade the 2019 California Residential Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal or demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade within the City of Santee, shall be in conformance with the 2019 California Residential Code, published by the California Building Standards Commission.

Section R104.7.1 of the California Residential Code is added to read as follows:

Section R104.7.1 Permit History Survey. Upon receipt of a written request from the owner of a parcel of property for a Permit History Survey, and the payment of the fee specified in a resolution duly adopted by the City Council, the building official may review City records and provide a report listing those building, plumbing, electrical and mechanical permits that have been issued for a specific parcel of property.

Section R105.2 of the California Residential Code is amended to read as follows:

Section R105.2 Exempt from permit is amended by adding the following

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subsections 11 through 16:

1. through 10. remains unchanged.
11. Satellite dish antenna, other than roof-mounted, in Office, Commercial, and Industrial zoning districts
12. Renewal of roof coverings on any buildings.
13. Attached open residential patio covers structures up to 120 square feet in projected roof area. These structures must be attached to an R-3 occupancy.
14. Fences not over 8 feet high, where permitted to be installed by City Zoning Code in commercial and industrial zones.
15. Installation of metal storage containers for use as temporary storage structures. This exception does not apply to any structure used as defined under 'habitable space' in section R202 of the California Residential Code. This exemption is intended to be applied only to prefabricated shipping and cargo containers commonly used in the shipping and trucking industries.
16. Repairs which involve only the replacement of component parts of existing work with similar materials only for the purpose of maintenance and which do not aggregate over \$750.00 in valuation and do not affect any electrical or mechanical installations. Repairs exempt from permit requirements shall not include any addition, change or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements without limit to valuation are:
 - a. Painting
 - b. Installation of floor covering
 - c. Cabinet work
 - d. Outside paving not involving restriping of disabled access parking stalls.

Section R105.3.1.1 of the California Residential Code is added to read as follows:

Section R105.3.1.1 Permits shall not be issued for construction on a site where the City engineer determines that a grading permit or public improvements are required until the City engineer or his/her representative notifies the building official in writing that grading or public improvements has been satisfactorily completed to allow building permits to be issued.

Permits shall not be issued if the City engineer determines that flooding or geologic conditions at the site may endanger the public safety or welfare.

Section R108 of the California Building Code shall be deleted and replaced with the following:

Section R108.1 FEES

Section R108.2 GENERAL. Fees shall be assessed as set forth in a resolution duly adopted by the City Council.

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Section R108.3 PERMIT FEES. The fee for each permit shall be as set forth in a resolution duly adopted by the City Council.

The determination of value or valuation under any of the provisions of these codes shall be made by the building official. The value to be used in computing building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The permit fees for those projects subject to State energy code compliance and /or State disabled access regulation compliance shall be as set forth in a resolution dully adopted by the city council.

Section R108.4 PLAN REVIEW FEES. When submittal documents are required by section R106, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be set forth in a resolution duly adopted by the City Council. The plan review fee for electrical, mechanical, and plumbing work shall be set forth in a resolution duly adopted by the City Council. The plan review fees for State energy code compliance and /or State disabled access regulation compliance shall be as set forth in a resolution duly adopted by the City Council. The plan review fees specified in this section are separate fees form the permit fees specified in Section R108.3 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in California Building Code Section 107.3.4.1, an additional plan review fee shall be charged at the rate set forth in a resolution duly adopted by City Council.

Section R108.5 EXPIRATION OF PLAN REVIEW. An application for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not to exceed 180 days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

Section R108.6 INVESTIGATION FEES: WORK WITHOUT A PERMIT.

Section R108.6.1 INVESTIGATION. Whenever any work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

Section R108.6.2 FEE. An investigation fee, in addition to the permit fee, shall be equal to the amount of the permit fee required by this code. The minimum fee shall be the same as the same as the minimum permit fee set forth in a resolution duly adopted by the City Council. The payment of such investigation fee shall not

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exempt an applicant from compliance with all other provisions of either this code or the technical codes not from any penalty prescribed by law.

Section R108.7 FEE REFUNDS. The building official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid has been withdrawn or cancelled before any examination has been expended.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section R108.8 PERMIT HISTORY SURVEY FEE. The fee for conducting a permit history survey for an existing structure or facility shall be as set forth in a resolution duly adopted by City Council.

Section R108.9 DEMOLITION PERMIT FEE. The fee for a permit to demolish a building shall be as set forth in a resolution duly adopted by the City Council.

Section R108.10 FEE EXCEPTIONS: the government of the United States of America, the State of California, local school districts proposing work exempt from building permits, the County of San Diego, and the City shall not be required to pay for filing an application for a building permit pursuant to this code unless city plan review and inspection services are requested. If so requested, the fee schedules adopted in a resolution by City Council shall apply.

Section R110.1 of the California Building Code is amended to read as follows:

Section R110.1 CERTIFICATE ISSUED. After final inspection where the building official has inspected the building or structure and has found no violations of the provisions of this code or other laws which are enforced by the building division, the building official shall indicate approval on the Inspection Record Card, and the signed Inspection Record Card shall serve as the Certificate of Occupancy.

Section R112.1 of the California Residential Code is added to read as follows:

Section R112.1 General is amended to read as follows: In order to hear and decide appeals or orders, decisions, or determinations made by the building Official relative to the application and interpretation of the technical codes, the City Council shall serve as the appeals board. The applicant may appeal the order, decision, or determination of the building official by filing with the City Clerk a written appeal within ten days after the date of the written decision.

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Section R113.4 of the California Residential Code shall be replaced as follows to read:

Section R113.4 Violations. Any person, firm or corporation violating any provision of this code or the technical codes shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars, or imprisoned for a period of not more than six months in the county jail, or both fine and imprisonment.

Section R113.5 of the California Residential Code shall be added as follows to read:

Section R113.5 Public Nuisance. Any building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished, equipped, used, occupied, or maintained contrary to the provisions of this code shall be and the same is hereby declared to be unlawful and a public nuisance. The City Attorney shall, upon order of the City Council, commence necessary proceedings for the abatement, removal and/or enjoinder of any such public nuisance in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by Chapter one (1) of this code shall be prima facie evidence of the fact that the public nuisance has been committed in connection with the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition, equipment, use, occupation, or maintenance of a building or structure erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, used, occupied, or maintained contrary to the provisions of this code or the technical codes.

Section R902.1.3 of the California Residential Code is altered to read as follows:

Section R902.1.3 Roof Coverings in all other areas. Alter the class of roof coverings in R902.1.3 at the end of the paragraph from "Class C" to "Class B."

Chapter 11.08

CALIFORNIA ELECTRICAL CODE

Section 11.08.010 Adoption.

11.08.010 Adoption of the 2019 California Electrical Code, Part 3, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city electrical code for the purpose of prescribing regulations in the City of Santee for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the 2019 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code based on the National Electrical Code, 2017. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all installation, alteration or repair of electrical systems within the City of Santee shall be in conformance with 2019 California Electrical Code published by the California Building Standards Commission.

Chapter 11.10

CALIFORNIA MECHANICAL CODE

Sections 11.10.010 Adoption.

11.10.010 Adoption of the 2019 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city mechanical code for the purpose of prescribing regulations in the City of Santee for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the 2019 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. based on the Uniform Mechanical Code, 2018 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with 2019 California Mechanical Code and any rules and regulations promulgated pursuant thereto, published by the California Building Standards Commission.

Chapter 11.12

CALIFORNIA PLUMBING CODE

Sections:

- 11.12.010 Adoption**
- 11.12.020 Deletions and Additions**
- 11.12.030 Appendices A, B, D, G and I Adopted**

11.12.010 Adoption of the 2019 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City plumbing code for the purpose of prescribing regulations in the City of Santee for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2019 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. based on the Uniform Plumbing Code 2018 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Santee shall be in conformance with 2019 California Plumbing Code, published by the California Building Standards Commission.

11.12.020 Deletions and Additions to the 2019 California Plumbing Code and the Uniform Plumbing Code, 2018 Edition.

Deletions and additions to the 2019 California Plumbing Code, shall be as set forth in Sections 11.12.020 and 11.12.030

Section 104.1.1 of the California Plumbing Code is added as follows to read,

Section 104.1.1 SOLAR WATER HEATERS PRE-PLUMBING AND STORAGE TANK SPACE REQUIREMENT.

1. Any other provisions on this chapter to the contrary notwithstanding, no permit shall be issued by the administrative authority for a new residential building unless said building includes plumbing and adequate space for installation of a solar storage tank specifically designed to allow the later installation of a system which utilizes solar energy as the primary means of heating domestic potable water. No building permit shall be issued unless the plumbing required pursuant to this section is indicated in the building plans. Pre-plumbing and storage tank configuration shall be designed and installed to the satisfaction of the administrative authority. This section shall apply only to those new residential buildings for which a building permit was applied for after the effective date of the ordinance amending this section.
2. The administrative authority is hereby authorized to exempt those applications from the provisions of this section which the administrative authority determines do not have feasible solar access due to shading, building orientation, construction constraints, or configuration of the subdivision parcel.

Section 104.1.2 of the California Plumbing Code is added as follows to read,

Section 104.1.2 SWIMMING POOL HEATERS.

1. Any other provisions of this chapter to the contrary notwithstanding, no permit shall be issued for a new or replacement fossil swimming pool heater unless a solar system with a collector area a minimum of fifty percent of the surface area of the swimming pool being heated is also installed as the primary heat source for the swimming pool.
2. A fossil fuel swimming pool heater is defined as one which uses nonrenewable fuel including but not limited to natural gas, propane, diesel and electricity.
3. As used in this section a swimming pool means any confined body of water exceeding two feet in depth, greater than one hundred fifty square feet in surface area, and located either above or below the existing finished grade of the site, designed, used or intended to be used for swimming, bathing or therapeutic purposes.

EXCEPTION: A separate spa and a spa built in conjunction with a swimming pool may be heated by fossil fuels, provided the heating source cannot be used to heat the swimming pool.

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4. Other provisions of this section notwithstanding, the owner of a swimming pool may request of the administrative authority a waiver of all, or a portion, of the requirements contained in this section when topographic conditions, development, or existing trees on or surrounding the swimming pool or probable location of the solar collection system preclude effective use of the solar energy system due to shading; or the swimming pool is located in a permanent, enclosed structure.

5. An applicant dissatisfied with a decision of the administrative authority relating to modification or waiver under this section may appeal said decision to the City Council by filing a written appeal with the City Clerk within ten days of the issuance of the written decision. The decision of the City Council in the case of any such appeal shall be final.

11.12.030 Appendices A, B, D, G and I Adopted.

Appendix Chapters A, B, D, G and I of the 2019 California Plumbing Code, are adopted.

Chapter 11.14

CALIFORNIA ENERGY CODE

Sections:

11.14.010 Adoption.

11.14.010 Adoption of the 2019 California Energy Code, Part 6, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City energy code for the purpose of prescribing regulations in the City of Santee for the conservation of energy the 2019 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. and the California Energy Code, 2019 Edition. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, all construction of buildings where energy will be utilized shall be in conformance with California Energy Code and any rules and regulations promulgated pursuant thereto, including the California Energy Code, 2019 Edition, published by the California Energy Commission.

Chapter 11.16

HISTORICAL BUILDING CODE

Sections 11.16.010 Adoption.

11.16.010 Adoption of the 2019 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations.

The California Historic Building Code, 2019 edition, Chapter 11.16 is adopted by reference without change to Buildings and Construction Title 11.

Chapter 11.18

CALIFORNIA FIRE CODE

Sections:

- 11.18.010 Adoption.**
- 11.18.020 Amendments made to the California Fire Code.**
- 11.18.030 Special regulations**
- 11.18.040 Appeals**
- 11.18.050 New materials, process or permits**
- 11.18.060. Penalties**

11.18.010 Adoption of the 2019 California Fire Code, Part 9, Title 24 of the California Code of Regulations, which incorporates and amends the International Fire Code 2018 edition with certain local amendments.

There is adopted and incorporated by reference herein as the City Fire Code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 2019 California Fire Code, Part 9, Title 24 California Code of Regulations, a portion of the California Building Standards Code and the 2018 International Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, planning, design, operation, construction, use and occupancy of every newly constructed building or structure shall conform with the 2019 California Green Building Code, published by the California Building Standards Commission.

- (A) There is hereby adopted by the City Council of the City of Santee for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the International Fire Code, including Appendix Chapters 4, B, BB, C, CC, E, F, G, H, I and J.
- (B) Published by the International Code Council, being particularly the 2018 Edition thereof and California Amendments thereto, as incorporated into California law under Title 24 of the California Code of Regulations, save and except such portions as are hereinafter deleted, modified or amended by Section 11.18.040 of this Ordinance.
- (C) No less than three copies of these codes and standards have been, and are now filed in the office of the City Fire Department with one copy on file in the office of the City Clerk per Government Code Section 50022.6, and the same are adopted and incorporated as fully as if set out at length in this Chapter. From the date on which this Chapter shall take effect, the provisions thereof shall be controlling within the boundaries of the City.

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11.18.020 Amendments made to the California Fire Code. The following Section repeals and replaces Section 11.18.040 of the Santee Municipal Code.

Section 11.18.020 The California Fire Code, 2019 Edition, is amended and changed in the following respects:

CHAPTER 3 AMENDED - GENERAL PRECAUTIONS AGAINST FIRE

Section 307.4.3 is hereby amended to read as follows:

307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall comply with all the following restrictions:

307.4.3.1 Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions. The use of washing machine tub fireplaces and other similar devices is prohibited within Santee City limits.

307.4.3.2 Portable outdoor fireplaces shall be constructed of steel or other approved non-combustible materials.

307.4.3.3 During operation, the portable outdoor fireplace shall be covered with a metal screen or welded or woven wire mesh spark arrestor with openings no larger than ¼ " to reduce airborne embers.

307.4.3.4 Portable outdoor fireplaces shall only be used on a non-combustible surface or bare ground, void of all vegetation.

307.4.3.5 Portable outdoor fireplaces shall be operated at least 15 feet away from all combustible materials or structures and shall not be used under eaves, patio covers or other shade structures.

307.4.3.6 Portable outdoor fireplaces shall be supervised at all times and extinguished when no longer being used.

307.4.3.7 A garden hose or 4A fire extinguisher shall be readily available at all times when the outdoor portable fireplace is in operation.

307.4.3.8 The burning of trash, rubbish or paper products is strictly prohibited.

307.4.3.9 The Fire Code Official or other Fire Department representative is authorized to order extinguishment at any time because of misuse, objectionable situation, hazardous weather, or any other safety concern.

CHAPTER 5 AMENDED - FIRE SERVICE FEATURES

Section 503.2.1 is hereby amended by replacing language to read as follows:

503.2.1 Dimensions (Fire Apparatus Access Roads). Fire apparatus access roads shall have an unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.

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EXCEPTION: A fire apparatus access road may be reduced to an unobstructed width of not less than 16 feet (or other approved width) when in the opinion of the Fire Chief the number of vehicles using the roadway will not limit or impair adequate emergency fire department access.

Section 503.2.3 is hereby amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an approved paved surface. In new development, all underground utilities, hydrants, water mains, curbs, gutters and sidewalks must be installed and the drive surface shall be approved prior to combustibles being brought on site.

Section 503 is hereby amended by adding subsection 503.7 and 503.8 to read as follows:

503.7 Gates across fire apparatus access roads. All gates or other structures or devices which could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the Fire Chief/Fire Code Official, and receive specific plan approval. Written plans shall be submitted for approval and approved prior to the installation of any gate or other similar obstruction. Gates shall be equipped with approved emergency locks or locking devices.

503.8 Automatic gates. All automatic gates across fire apparatus access roads shall be equipped with approved emergency key switches. Gates serving more than four residential dwellings or gates serving projects that, in the opinion of the Fire Chief/Fire Code Official, require a more rapid emergency response, shall also be equipped with an approved strobe activating sensor(s) to open the gate upon approach of emergency apparatus. All gates shall have a manual release device to open the gate upon power failure.

Section 505 is hereby amended by adding subsection 505.3 to read as follows:

505.3 Map/Directory. A lighted directory map meeting current Santee Fire Department standards may be installed at each driveway entrance or other approved location(s) to multiple unit residential projects 15 units or more and other occupancies when in the opinion of the Fire Chief the directory will enhance emergency response to the project.

CHAPTER 9 AMENDED – FIRE PROTECTION SYSTEMS

Section 903.2 is hereby amended adding subsections 903.2(a) and 903.2(b) to read as follows:

903.2(a) Automatic fire sprinkler system required. The installation of an approved automatic fire sprinkler system shall be required in all buildings,

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regardless of size or occupancy, and irrespective of any occupancy or area separation. Sprinklers shall also be required in all additions made to existing buildings equipped with automatic fire sprinkler system. "Fire walls" and "Area or Occupancy Separation Walls" regardless of construction rating shall not constitute separate buildings for purposes of determining fire sprinkler requirements. An approved fire sprinkler system shall be required in an existing non-sprinklered building when a change of occupancy classification occurs.

EXCEPTION: Kiosks, sheds, out-buildings, small temporary buildings and other small buildings may not need an automatic fire sprinkler system if in the opinion of the Fire Chief, the site, and the use, does not pose a significant hazard.

903.2(b) Automatic fire sprinkler system required additions. An approved automatic fire sprinkler system shall be installed in any existing non-sprinklered buildings where structural additions are made greater than 5,000 square feet or resulting in a 50% increase in the size of the building. In this situation the entire building is required to be equipped with an approved automatic fire sprinkler system.

EXCEPTION: Group R, Division 3 occupancies.

Section 903.4.2 is hereby amended by replacing language to read as follows:

903.4.2 Alarms. One or more exterior approved audio/visual device(s) shall be connected to every automatic sprinkler system in an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 905 is hereby amended by adding Subsection 905.3(a) to read as follows:

905.3(a) Required installations. A wet standpipe system shall be installed in all levels of any parking structures below or above grade.

CHAPTER 23 AMENDED - MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES

Section 2306.2.3 is hereby amended by replacing language for exception 3 to read as follows:

2306.2.3 Above-ground tanks located outside, above grade, exception 3.

3. Tanks containing fuels shall not exceed 1,500 gallons of Class I liquids, 12,000 gallons of Class II liquids in individual capacity and 26,000 gallons in aggregate capacity. Installations with the maximum allowable capacity shall be separated from other installations by not less than 100 feet.

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CHAPTER 49 AMENDED – REQUIREMENTS FOR WILDLAND-URBAN INTERFACE (WUI) AREAS

Section 4903 is hereby amended to read as follows:

4903 Fire Protection Plan. A Fire Protection Plan (FPP), approved by the Fire Chief, shall be required for all new development within declared Fire Hazard Severity Zones and/or Wildland-Urban Interface (WUI) areas.

The FPP shall include mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site.

The FPP shall address access, water supply, building ignition fire resistance, fire protection systems and equipment, defensible space and vegetation management.

Section 4905.2 is hereby amended to read as follows:

4905.2 Construction methods and requirements within established limits. Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code including the following:

1. California Building Code Chapter 7A,
2. California Residential Code Section R327,
3. California Reference Standards Code Chapter 12-7A
4. Santee Local Amendments
5. and applicable amendments

Section 4905.2 is hereby amended adding subsections 4905.2.1 through 4905.2.7

4905.2.1 Construction materials within Fire Hazard Severity Zones and/or Wildland Urban Interface areas. Prior to combustible materials being brought on site, utilities shall be in place, fire hydrants operational, an approved all-weather roadway must be in place, and the fuel modified defensible space must be established and approved by the fire code official.

Section 4907 is hereby amended adding subsections 4907.2, 4907.2.1, 4907.2.2 and 4907.2.3.

4907.2 Fuel Modified Defensible Space. All new developments, subdivisions or tracts that are planned in Fire Hazard Severity Zones and/or Wildland Urban Interface Areas shall have a minimum of 100 horizontal feet of “fuel modified” defensible space between structures and wildland areas. Depending on the percentage of slope and other wildland area characteristics, the Fuel Modified Defensible Space may be increased beyond 100 feet. Fuel Modified Defensible Space shall be comprised of two distinct brush management areas referred to as, "Zone One" and "Zone Two".

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4907.2.1 Fuel Modified Defensible Space, Zone One. "Zone One" is the first 50 feet measured from the structure toward the wildland. This area is the least flammable, and consists of pavement, walkways, turf and permanently landscaped, irrigated and maintained ornamental planting. This vegetation should be kept in a well-irrigated condition and cleared of dead material. This area requires year-round maintenance. Fire resistive trees are allowed if placed or trimmed so that crowns are maintained more than 10 feet from the structure. Highly flammable trees such as, but not limited to conifers, eucalyptus, cypress, junipers and pepper trees are not allowed in WUI areas. This area shall be maintained by the property owner or applicable homeowners association(s).

4907.2.2 Fuel Modified Defensible Space, Zone Two. "Zone Two" is the second 50 feet of the 100 total feet of defensible space and is measured 50 feet from the structure to a total of 100 feet toward the wildland. Zone Two shall consist of low-growing, fire-resistant shrubs and ground covers. Average height of new plants for re-vegetation should be less than 24 inches. In this Zone, no more than 30% of the native, non-irrigated vegetation shall be retained. This area requires inspection and periodic maintenance. This area shall be maintained by the property owner or applicable homeowners association(s).

4907.2.3 Defensible space adjacent to roadways. An area of 50 feet from each side of fire apparatus access roads and driveways shall be improved to "Zone One" standards and maintained clear of all but fire-resistive vegetation. This area shall be maintained by the property owner or homeowners associations as with other defensible space areas. Defensible space adjacent to roadways may be increased to more than 50 feet on each side of a fire apparatus access road. This distance is to be determined by the approved Fire Protection Plan.

Chapter 49 is hereby amended adding section 4908 to read as follows:

4908 Special Fire Protection Requirements.

4908.1 Combustible fencing. Fencing within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas shall consist of noncombustible or approved materials. The closest five (5) feet of fencing to any structure shall be approved noncombustible.

4908.2 Outdoor fireplaces, barbecues and grills. Outdoor fireplaces, barbecues and grills shall not be built, or installed in Fire Hazard Severity Zones and/or Wildland Urban Interface Areas without plan approval by the Fire Code Official. Portable outdoor fireplaces or other wood burning appliances shall be strictly prohibited within Fire Hazard Severity Zones and/or Wildland Urban Interface Areas.

4908.3 Spark arresters. Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel are used, shall be provided with a spark arrester of woven or welded wire screening of 12-gauge

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standard wire having openings not exceeding ¼ inch.

4908.4 Storage of firewood and combustible materials. Firewood and combustible materials shall not be stored in unenclosed spaces beneath buildings or structures, or on decks, under eaves, canopies or other projections or overhangs and shall be stored at least 20 feet from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet.

4908.5 Water supply. All water systems, specifically fire hydrants and storage tanks, must be approved by the Fire Department. Fire hydrants within Fire Hazard Severity Zones or Wildland Urban Interface Areas shall be spaced every 300 feet and shall have a fire flow of 2500 gallons per minute or a fire flow approved by the Fire Chief. Developments that require new or “stand alone” water storage facilities may also be required to provide secondary or back-up systems, such as independently powered pumps that will ensure adequate water supply for firefighting emergencies.

4908.6 Wildland access. To adequately deploy resources to protect structures threatened by wildfires, emergency access to wildland areas may be required. Access may include but is not limited to, gated vehicle access points and/or personnel corridors between homes or structures. The need, number, and location of wildland access points will be determined by the Fire Code Official.

CHAPTER 56 AMENDED - EXPLOSIVES AND FIREWORKS

Chapter 56 is hereby amended by adding section 5607 to read as follows:

5607 Blasting

5607.16 Scope. Section 5607 is intended to regulate blasting operations within the City of Santee.

5607.17 Grading permit required. Section 5609 shall apply to any project or construction operation where a grading permit is required. A grading permit must be approved and issued by the Engineering Department of the City of Santee prior to the issuance of a blasting permit issued by the Fire Department for blasting at construction sites.

5607.18 Definitions. For the purpose of this Division the following definitions shall apply:

Approved Blaster is a blaster who has been approved by the Fire Chief to conduct blasting operations in the City of Santee and who has been placed on the list of approved blasters.

Blaster is any person, corporation, contractor or other entity who uses, ignites, or sets off an explosive device or material.

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Inspector is any person who has been approved by the Fire Chief to conduct pre and post blast inspections in the City of Santee.

Blasting Operations shall mean the use of an explosive device or explosive materials to destroy, modify, obliterate, or remove any obstruction of any kind from a piece of property.

Minor Blasting is any blasting operation associated with trenching operations, digging holes for utility poles, and other single shot operations.

Major Blasting is any other type of blasting operation.

Permit for Blasting is a written document issued by the Santee Fire Department wherein the blaster is given permission to blast within the City of Santee under specific terms and conditions for the operation.

Certificate of Insurance is a written document issued by an insurance company authorized to do business in the State of California stating that the insurance company has issued a policy of liability insurance covering property damage and bodily injuries resulting from blasting operations occurring in the City of Santee.

Explosive Permit is a written document issued by the San Diego County Sheriff's Department pursuant to Section 12000, et seq. of the California Health and Safety Code wherein the Sheriff's Department allows blasting with explosives to be done by the permittee under the conditions specified therein.

5607.19 Permit to Blast: All blasting operations within the City of Santee are prohibited unless a permitted by the Santee Fire Department.

5607.20 Prerequisites. No Permit to Blast shall be granted or obtained unless the prerequisite conditions listed below are complied with and proof provided to the satisfaction of the Fire Department.

5607.21 Explosives permit. The blaster shall obtain an explosives permit from the San Diego County Sheriff's Department and a copy thereof shall be placed on file with the Santee Fire Department.

5607.22 Santee business license. The blaster shall obtain a business license from and issued by the Finance Department of the City of Santee and a copy thereof placed on file with the Santee Fire Department.

5607.23 Liability insurance. The property owner/developer or general contractor shall obtain liability insurance covering the blaster's activities in the minimum amount of \$2,000,000 for property damage and \$1,000,000 for bodily injury. The property owner/developer or general contractor shall file a copy of the Certificate of Insurance with the Santee Fire Department. The blaster shall have liability insurance, property insurance, and bodily injury insurance in the minimum amount of \$500,000 each. A copy of the Certificate of Insurance of the blaster shall also

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be filed with the Santee Fire Department by the property owner/developer or general contractor. The City of Santee shall be named as Co-Insured.

5607.24 Blaster's qualifications. The blaster's qualifications shall be reviewed by the Fire Chief. Approval and placement on the list of approved blasters shall be based upon a review of the blaster's qualifications, past safety record, and history of complaints of job performance. Failure on the part of the blaster to comply with the terms and conditions under which approval is granted may result in suspension from the list of approved blasters for a period not exceeding one year.

5607.25 Permit to Blast - repository and renewal.

5607.26 Permit to Blast filing. A copy of the Permit to Blast shall be kept on file with the Santee Fire Department at 10601 Magnolia Ave., Santee, California 92071. A copy of the Permit to Blast shall be retained by the general contractor or property owner/developer and by the blaster and shall be available at the job site for public or official inspection at all times during blasting operations.

5607.27 Permit to Blast cancellation. A Permit to Blast is required to be cancelled with the Fire Department when a blaster completes or discontinues, for thirty (30) days, blasting operations at a construction site.

5607.28 Permit to Blast - renewal. A Permit to Blast must be renewed with the Fire Department before any blasting operations are continued or resumed.

5607.29 Blasting operation procedures. After the Permit to Blast has been issued, the blaster shall comply with the following procedures.

5607.30 Notification of blasting operation. The contractor or property owner/developer shall give reasonable notice in writing at the time of issuance of building permit, grading permit or encroachment license to all residences or businesses within 600 feet of any potential blast location. The notice shall be in a form approved by the Fire Chief.

Any resident or business receiving such notice may request of the Fire Department that the blaster give a 12 hours advance notice of impending blast. The general contractor or property owner/developer shall obtain the advanced notification list of residents and businesses from the Fire Department, and shall make every reasonable effort to contact any and all parties requesting the second advanced notice.

5607.31 Inspections. Inspections of all structures within 300 feet of the blast site shall be made before blasting operations. The person(s) inspecting shall obtain the permission of the building owner prior to conducting the inspection. The inspections shall be performed by a qualified person(s) approved by the Fire Chief, and employed by the blaster or project contractor. The inspection shall be only for the purpose of determining the existence of any visible or reasonably recognizable pre-existing defects or damages in any structure. Waiver of such inspection shall

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be in writing by owner(s), and persons who have vested interest, control, custody, lease or rental responsibility of said property or their legally recognized agent. Post blast inspections shall be required upon receipt of a complaint of property damage by the person in charge of the property. Damage must be reported to the Fire Department within one year of the completion of blasting operations.

5607.32 Inspection report. Complete inspection reports identifying all findings or inspection waivers shall be signed by the inspector and property owners or owner's agent. Such inspection reports shall be retained by the inspecting agency, but shall be immediately available to the Fire Department and individuals directly involved in alleged damage complaints.

5607.33 Inspection waiver report. The inspector shall file with the Fire Department a summary report identifying address, occupant/owner's name, time and date of inspections, and any inspection waiver signed by property owner or owner's agent, with an explanation as to why an inspection of a specific structure was not made. This summary and waiver report shall be signed by the inspector.

5607.34 Blasting hours. Blasting shall only be permitted between the hours of 9:00 am and 4:00 pm during any weekday, Monday through Friday, unless special circumstances warrant another time of day and special approval is granted by the Fire Chief.

5607.35 Fire Department inspections. The blaster shall permit Fire Department personnel to inspect the blast site and blast materials or explosives at any reasonable time.

5607.36 Fire Department witness of blasting. If a Fire Department witness is desired by the general contractor, and or blaster, arrangements shall be made at least 12 hours prior to the blast. Confirmation shall be made to the Fire Department no less than one hour prior to the blast. The Fire Department may assign a Department member to be present and observe the blast at their discretion.

5607.37 Blast notification to Fire Department. The blasting companies are required to notify the Fire Department on the day of a tentative blasting operation, between the hours of 8:00 am and 8:30 am.

5607.38 Seismograph monitoring. All blasting operations shall be monitored by an approved seismograph located at the nearest constructed structure. All daily seismograph reports shall be forwarded to the Fire Department by the end of the blast week.

EXCEPTION: Public Utility Companies are not required to seismographically monitor minor blasting operations.

5607.39 Confiscation. Any explosives which are illegally manufactured, sold, given away, delivered, stored, used, possessed, or transported shall be subject to immediate seizure by the Fire Chief, issuing authority, or peace officer. When a

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permit has been revoked or has expired and is not immediately renewed, any explosive is subject to immediate seizure.

5607.40 Complaints regarding blasting operations. Post-blast inspections shall be required on all structures for which complaints, alleging blast damage, have been received. Such inspections shall be written within thirty (30) days of receipt of complaint.

5607.41 Fee for Permit to Blast. The blaster shall pay a fee for the Permit to Blast designated within the Fire Department Schedule of Fees. Unless otherwise designated within the approved Schedule of Fees, a Permit to Blast shall be site specific and a separate fee shall be charged to each Blast operation or for each Permit to Blast issued.

5607.42 Fire Department conditions. The Santee Fire Department may impose such additional conditions and procedures as it deems are reasonably necessary to protect the public health and safety based upon the peculiar and individual facts and circumstances of a particular blasting operation. The Fire Department shall provide the blaster with the additional conditions or procedures in writing and the blaster shall comply with those requirements until such time as the Fire Department is satisfied they are no longer required and cancels the additional requirements.

SECTION 11.18.030 Special Regulations. The following Section repeals and replaces Section 11.18.030 of the Santee Municipal Code.

Section 11.18.030

(A) **Establishment of geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited.** The limits referred to in Section 5704.2.9.6.1 of the International Fire Code in which the storage of flammable or combustible liquids in above-ground tanks outside of buildings is prohibited are hereby established as the jurisdictional limits of the City.

The storage of Class I and Class II liquids in above ground tanks outside of buildings is prohibited in all residential zones within the City of Santee. The storage of Class I and Class II liquids in above ground tanks for motor vehicle fuel-dispensing may be allowed in commercial or industrial zones within the City, providing that applicable provisions of Chapter 23 and 57 are met, and if in the opinion of the Fire Chief, the site, and the use, does not pose a significant hazard.

(B) **Establishment of geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited.** The limits referred to in Section 5706.2.4.4 of the International Fire Code in which the storage of flammable or combustible liquids in above-ground tanks is prohibited are hereby established as the jurisdictional limits of the City.

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The storage of Class I and Class II liquids in above ground tanks is prohibited in all residential zones within the City of Santee. The storage of Class I and Class II liquids in above ground tanks for motor vehicle fuel-dispensing may be allowed in commercial or industrial zones within the City, providing that applicable provisions of Chapter 23 and 57 are met, and if in the opinion of the Fire Chief, the site, and the use, does not pose a significant hazard.

(C) Establishment of geographic limits in which the storage of liquefied petroleum gases is restricted for the protection of heavily populated or congested areas. The limits referred to in Section 6104.2 of the International Fire Code, in which the storage of liquefied petroleum gas is restricted, are hereby established as the jurisdictional limits of the City.

The storage of liquefied petroleum gases are prohibited within residential zones within the City of Santee. The storage of liquefied petroleum gases are allowed within commercial or industrial zones within the City of Santee to a maximum quantity of 2,000-gallon water capacity, providing all applicable provisions of Chapter 61 are met, and in the opinion of the Fire Chief, the site, and the use, does not pose a significant hazard.

EXCEPTION: Liquefied Petroleum Gas may be allowed for residential use where no other gas service is provided and the quantity, location and use do not pose a significant problem.

(D) Establishment of limits of districts in which storage of explosives and blasting agents is prohibited. Limits in which storage of explosives and blasting agents is prohibited, are hereby established as the jurisdictional limits of the City.

Permanent storage of explosives and/or blasting agents shall be strictly prohibited within the City of Santee. Temporary storage may be allowed during set-up for excavation, demonstration, or other use, when proper permits have been obtained, all applicable provisions of Chapter 56 have been met, and when in the opinion of the Fire Chief, there are no significant hazards.

EXCEPTION: Small quantities of black powder and explosive materials may be stored and used when they are permitted by the applicable law enforcement agency and permitted by the Fire Department.

(E) Establishment of geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited. The limits referred to in Section 5806.2 of the International Fire Code, in which the storage of flammable cryogenic fluids in stationary containers is prohibited are hereby established as follows:

The storage of flammable cryogenic fluids is prohibited within the City of Santee.

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SECTION 11.18.040. Appeals. The following Section repeals and replaces Section 11.18.040 of the Santee Municipal Code.

Section 11.18.040 Whenever the Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply, or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Chief to the City Council. A letter of appeal shall be submitted to the City Clerk within 30 days from the date of the decision being appealed. The appeal shall be heard by the City Council at the next available meeting.

SECTION 11.18.050. New Materials, Processes or Permits. The following Section repeals and replaces Section 11.18.070 of the Santee Municipal Code.

Section 11.18.050 The City Manager, the Fire Chief and the Fire Marshal shall act as a committee to determine and specify, after giving affected person an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the *California Fire Code and International Fire Code*. The Fire Marshal shall post such list in a conspicuous place in the office of the City Clerk, at the bureau of fire prevention and distribute copies thereof to interested persons.

SECTION 11.18.060. Penalties. The following Section adds 11.18.060 of the Santee Municipal Code.

Section 11.18.060(A) Any person who violates any provision of this Ordinance or of the code or standards adopted by reference in this Ordinance, is guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

(B) The application of the above penalties shall not prevent the enforced removal of prohibited conditions.

Chapter 11.20

CALIFORNIA EXISTING BUILDING CODE

Sections:

11.20.010 Adoption.

11.20.010 Adoption of the 2019 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations.

The California Existing Building Code, 2019 edition, is adopted by reference without change.

Chapter 11.22

CALIFORNIA GREEN BUILDING STANDARDS CODE

Sections:

11.22.010 Adoption.

11.22.010 Adoption of the 2019 California Green Building Code, Part 11, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city green building code for the purpose of enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encourage sustainable construction practices, the 2019 California Green Building Code, Part 11, Title 24 California Code of Regulations, a portion of the California Building Standards Code. Except as otherwise provided by this Chapter and Chapter 11.02 of the City of Santee Municipal Code, planning, design, operation, construction, use and occupancy of every newly constructed building or structure shall conform with the 2019 California Green Building Code, published by the California Building Standards Commission.

Chapter 11.26

REFERENCED STANDARDS CODE

Sections:

11.26.010 Adoption.

11.26.010 Adoption of the 2019 California Referenced Standards Code, Part 11, Title 24 of the California Code of Regulations.

The California Referenced Standards Code, 2019 edition, is adopted by reference without change.

SECTION 5: If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/ or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

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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 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 held on the 23rd day of October 2019, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 13th day of November 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, MBA, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

Item 14

MEETING DATE October 23, 2019

AGENDA ITEM NO.

ITEM TITLE RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUPERION, LLC FOR THE CENTRAL SQUARE PERMITTING SYSTEM

DIRECTOR/DEPARTMENT Melanie Kush, Development Services



SUMMARY The adopted Capital Improvement Program budget for fiscal year 2019-20 and the City Council's list of priorities for fiscal years 2019-20 and 2020-21 includes the purchasing and installation of an online permitting system. The new online permitting system would:

- Improve departmental permit processing workflows
- Enhance permit organization and records tracking with an intuitive land-based system
- Augment interdepartmental communication
- Allow online application submittals and payments
- Improve customer service

The selection process for a permitting system vendor entailed eliciting proposals from well-known vendors, including Tyler Technologies, ViewPoint, CityView, Accella, and Central Square (formerly Sungard Public Sector). These vendors have permitting systems in use by municipalities locally, within the state, and nationally. After receiving presentations from the permitting system vendors, as well as completing a review of system capabilities and costs, City staff concluded that the Central Square permitting system would best meet the needs of the City.

The cost of the permitting system is based on a one-time cost that would include 25 user licenses, software subscription fees, professional services fees for installation, configuration, training and project management. As the system would be a web-based system supported by Central Square, an annual subscription fee would also be required. First and second year subscription fees would be funded through the project budget. Annual subscription fees beyond this would be funded from future years' operating budgets. The total initial cost for the Central Square permitting system would be \$211,360. Additional authorization is requested for the City Manager to approve contract amendments for contingencies and potential system add-ons for a total not-to-exceed contract amount of \$260,000. Once the contract is executed, the implementation of the permitting system would take 9 to 12 months.

ENVIRONMENTAL REVIEW Per California Environmental Quality Act (CEQA) Guidelines Section 15378 the subject agreement is not a project under CEQA and, therefore is not subject to CEQA review.

FINANCIAL STATEMENT The permitting system project is included in the adopted Capital Improvement Program budget for fiscal year 2019-20. On August 14, 2019 the City Council authorized the City Manager to submit a State SB2 Planning Grant application for this project which would provide up to \$160,000 for this project. Any costs incurred beyond this amount would be paid from General Fund monies allocated to this project in the adopted Capital Improvement Program budget.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION Adopt the resolution authorizing the City Manager to execute a professional services agreement with Superion, LLC for the Central Square permitting system in an amount not to exceed \$260,000.

ATTACHMENTS

Resolution

Exhibit A: Cost Proposal

Exhibit B: Statement of Work

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH SUPERION, LLC FOR THE CENTRAL SQUARE PERMITTING SYSTEM**

WHEREAS, the City's 2020-2024 Capital Improvement Program includes the purchasing and installation of a permitting system as a priority (CIP No. 2015-54); and

WHEREAS, the City Council allocated \$300,000 toward a permitting system in the 2020-2021 Fiscal Year Budget; and

WHEREAS, the City currently has an antiquated permitting system consisting of paper forms, data input into excel spreadsheets, a limited-function building permit software program (Community Core) and the storage of manually-accessed paper files; and

WHEREAS, the purpose of an online permitting system is to improve delivery of services to the public by improving departmental permit processing workflows; enhancing permit organization and records tracking with an intuitive land-based system; and augmenting interdepartmental communication; and

WHEREAS, in January 2017 the City solicited a Request for Proposals (RFP) for professional services for the implementation of an online permitting system; and

WHEREAS, the City received proposals from five (5) permitting system vendors; and

WHEREAS, Superion, LLC (Central Square) was the top ranked vendor based on a combined rating of the permitting system proposals and demonstrations; and

WHEREAS, the Central Square permitting system provided by Superion, LLC would best meet the City's purpose for implementing an online permitting system; and

WHEREAS, staff negotiated with Superion, LLC for a contract amount of \$260,000, which includes \$135,360 for installation costs, \$13,000 for vendor travel expenses, \$63,000 for first and second year subscription fees, and \$48,640 for contingencies and potential system add-ons; and

WHEREAS, the \$40,000 remaining balance of the \$300,000 allocation toward a permitting system in the 2020-2021 Fiscal Year Budget would be reserved for out-of-contract costs for incidental software and hardware purchases by the IT Division, such as Bluebeam plan check software, additional server hardware, and a Development Services counter self-serve computer kiosk.

Resolution No. _____

NOW, THEREFORE, BE IT RESOLVED that the City of Santee City Council, authorizes the City Manager to execute a professional services agreement and amendments thereof with Superior, LLC in an amount not to exceed \$260,000.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 23rd day of October, 2019 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, MBA, CMC, CITY CLERK

Superior, a CentralSquare Company

Quote Prepared For:

Michael Coyne, Associate Planner
 City of Santee
 10601 Magnolia Ave
 Santee, CA, 92071
 (619) 258-4100 ext. 160

Date: 10/10/19

**Quote Number: Q-00021268 Valid Until:
 12/31/19**

Community Development Premise

Quote Prepared By:

Denise Brousseau, Account Executive
 CentralSquare Technologies
 1000 Business Center
 Lake Mary, FL 32746
 Phone: +14073044509 Fax:
denise.brousseau@centralsquare.com

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Denise Brousseau with any questions.

Subscription Fees

Product Name	Quantity	Subscription Fee
Fusion Subscription Premise	1	3,000.00
Community Development: Advanced Premise Subscription	25	30,000.00
Total		33,000.00

**Professional Services
 Installation & Configuration**

Product Name	Amount
Community Pro Installation	5,220.00
Total	5,220.00

Development & Conversion

Product Name	Amount
Community Development Land Data Conversion	6,300.00
Fusion Subscription Services	2,700.00
Financial Batch Interface: Tyler Eden	6,840.00
Custom Report Services	7,200.00
Community Pro Development	25,560.00

Total 48,600.00

Consulting

Product Name	Amount
Community Pro Consulting	55,980.00

Total 55,980.00

Training

Product Name	Amount
Fusion Subscription Services	3,240.00
Community Pro Training	18,000.00

Total 21,240.00

Project Management

Product Name	Amount
Community Pro Project Management	20,880.00

Total 20,880.00

Total Professional Services 151,920.00

Travel & Living Expenses

Product Name	Amount
Public Admin Travel & Living Expenses Estimate	13,000.00

Total 13,000.00

Summary

Product/Service	Amount
Subscription Fees	33,000.00
Professional Services	151,920.00
Subtotal	<u><u>184,920.00</u></u> USD

License/Subscription Fee Discounts	1,500.00 USD
Services Discounts	16,560.00 USD
Total	166,860.00 USD
Travel & Living Estimate	13,000.00 USD
Total inclusive of any Maintenance, Travel & Living	179,860.00 USD

See Product notes in the Additional Information Section

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Comments:

Community Development Advanced Suite: On Premise Pricing - 5 Year Investment Analysis						
	Year 1	Year 2	*Year 3	*Year 4	*Year 5	5 Year Total
Annual Premise License Subscription	\$ 31,500.00	\$ 31,500.00	\$ 33,075.00	\$ 34,728.75	\$ 36,465.19	\$ 167,268.94
**One-Time Costs (Contract Start-up)	n/a	\$ -	\$ -	\$ -	\$ -	
One-Time Costs (Services)	\$ 135,360.00	\$ -	\$ -	\$ -	\$ -	\$ 135,360.00
One-Time Costs Travel Estimate	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ 13,000.00
Total Cost	\$ 179,860.00	\$ 31,500.00	\$ 33,075.00	\$ 34,728.75	\$ 36,465.19	\$ 315,628.94
<i>Note 1 *Years 3 - 5: Assuming a 5% increase each year.</i>						
<i>Note 2 *Contract Start-Up Fee not required for a premised based, city-hosted offering</i>						

Community Development Advanced Premise Suite for 25 named users and the Suite is inclusive of the following modules:

- Land Record Database Module
- Central Contacts Database Module
- Permittng
- Planning
- Code Enforcement
- Business License (if applicable)
- CRM
- Field Mobile Apps for Inspections & Code Compliance
- Citizen Web Portal
- GIS Integration (Standard) if applicable

Fusion is the interface bundled and is inclusive of the following interfaces identified by the City:

- CA CSLB
- CC Online Payment API
- Finance Web API for Tyler Cashiering
- Bluebeam API

Finance Batch Integration for Tyler Eden

*No data conversion services for legacy data into the Central Square Community Development solution have been included within this quote.

THIS DOCUMENT IS A PRELIMINARY QUOTE PENDING CentralSquare INTERNAL REVIEW & APPROVAL. CUSTOMER SIGNATURE/ACCEPTANCE DOES NOT CONSTITUTE A FINAL PURCHASE AGREEMENT OR CONTRACT.

Additional Information Section

Product Notes:

	CENTRAL SQUARE			
Professional Services				
	Hours	Price/hr	Cost	Total
Installation (Community Pro Installation)	29	\$ 180	\$ 5,220	\$ 5,220
Consulting (Community Pro Consulting)	311	\$ 180	\$ 55,980	\$ 55,980
Development & Conversion Services:				
Development (Custom Report Services)	40	\$ 180	\$ 7,200	
Development (Community Pro Services)	142	\$ 180	\$ 25,560	
Interface Development (Fusion Subscription Services)	15	\$ 180	\$ 2,700	
Financial Batch Interface Development: Tyler Eden	38	\$ 180	\$ 6,840	
Conversion (Land Data Conversion)	35	\$ 180	\$ 6,300	\$ 48,600
Project Management Services	116	\$ 180	\$ 20,880	\$ 20,880
Training Services				
Fusion Subscription Services	18	\$ 180	\$ 3,240	\$ 3,240
Community Pro Training	100	\$ 180	\$ 18,000	\$ 18,000
Total Professional Services				\$ 151,920

EXHIBIT B: STATEMENT OF WORK



CENTRAL SQUARE
TECHNOLOGIES

STATEMENT OF WORK

City of Santee, California

PUBLIC ADMINISTRATION SUITE
COMMUNITY DEVELOPMENT

Confidential and Proprietary

Statement of Work

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1.0 Implementation Statement of Work

This document is the Statement of Work (SOW) and contains the approach for the implementation of CentralSquare's Technology's ("CentralSquare") Public Administration Suite Community Development (Solution). This SOW is solely related to the services expressly identified in the Solutions Agreement (the "Agreement") for the City of Santee, California (the "Customer"). CentralSquare will provide implementation services identified in the Agreement and as further described in this SOW to assist the Customer in implementing the software solution. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

This SOW is intended to be a planning and control document, not the detailed requirements or design of the Solution.

2.0 Scope Overview

The purpose of this project is to implement CentralSquare's Solution to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the Solution applications. The project scope is comprised of the Solution applications and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the SOW should be considered out of scope and not part of this project.

2.1 Software Scope

Covered software does not include hardware, hardware vendor operating systems and/or other system software, Customer developed software, or third-party software. CentralSquare will deliver computer software and database structure for SQL/Server database.

The following list depicts the Solution modular applications and number of licensed users associated with the Agreement.

Community Development

- Permitting
- Projects and Planning
- Code Compliance
- Licensing
- Land Management (includes Basic GIS)
- Entity Management
- Citizen Response Management
- Geo Update Routine
- Mobiles
- Citizen Engagement
- Fusion
 - CA CSLB
 - CC Online Payment API
 - Finance Web API for Tyler Cashiering
 - Bluebeam API

2.2 Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the Solution and represents a good-faith estimate based on our knowledge at time of the Agreement.

Service Description

Engagement	High Level Tasks	Key Deliverables
Planning/Project Initiation/Analysis	<p>Completion of this following tasks are accomplished through a combination of onsite and remote visits:</p> <ul style="list-style-type: none"> • Kick-Off meeting • Formal discovery sessions at start of project • Detailed scope and contract review <ul style="list-style-type: none"> ○ Discovery/design and workflow review ○ Conversion scope review • Assignment of project team and identify key team members • Identify improvement opportunities through a workflow analysis • Collaboratively develop a roadmap that drives implementation 	<ol style="list-style-type: none"> 1. Project Management Plan 2. Integrated Project Schedule 3. Communication Plan 4. Decision Workbook
Monitoring and Control/ Configuration	<p>Remote installation tasks consisting of the following:</p> <ul style="list-style-type: none"> • Software installation • Application installation • Network architecture review <p>Comprehension design and configuration task for the software solution:</p> <ul style="list-style-type: none"> • Creation of workflow • Report development • System configuration • Data converted • Third-party software Integration <p>Remote Data Conversion and Testing:</p> <ul style="list-style-type: none"> • After initial data load occurred within respective processes, CentralSquare will upload the subsequent rounds of corrected Customer provided legacy extract files into “software” 	<ol style="list-style-type: none"> 5. Monthly Status Report 6. Issues Log 7. Risk Register
Testing	<p>Shared responsibilities for the following tasks:</p> <ul style="list-style-type: none"> • System validation • Application tests • Integration testing • Parallel testing 	<ol style="list-style-type: none"> 8. Test Workbook

Engagement	High Level Tasks	Key Deliverables
	Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions: <ul style="list-style-type: none"> • End user training • System administration training 	
Deployment/ Closeout	Tasks to be completed at or near the end of the implementation project: <ul style="list-style-type: none"> • Mock Go Live/readiness review • Go Live activities • Post Go Live onsite support • Complete project documentation • Transition to support team • Transition to customer success manager 	9. Go Live Plan 10. Services to Support/CSM Project Closeout Report

Service Assumptions

- CentralSquare is implementing a Commercially Available Off-the-Shelf solution.
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer’s existing policies, practices, and operations through the post-contract planning and discovery process.
- Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.
- Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer’s participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.
- CentralSquare is not responsible for quality of Customer’s legacy data or for the correction or resolution of data quality issues unless previously agreed upon.

Customer Responsibilities

- Customer will change business processes as necessary to maximize efficiencies in the Solution.
- Customer will make resources available to assist as needed to fulfill the responsibilities herein.
- Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.
- Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.
- Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.
- Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.

- Customer will review recommendations in the Workflow Analysis Report and attend the scheduled presentation of the findings. Customer will submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.
- Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Customer will provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.
- Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.
- Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.
- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.
- Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Customer will provide expertise in third-party data, data mapping, and data validation.
- Customer will be responsible for validating all data transferred into the Solution and data transferred from Solution into other third-party applications.
- Customer will be responsible to get the legacy data "conversion ready", meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that CentralSquare can read for import purposes (Excel spreadsheet, for example).
- Customer staff will provide a Customer data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and Solution databases. If sufficient documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements.
- Customer application owners will participate in testing activities.
- Customer will provide verification and validation of the converted data into the designated non-production environment according to the Test Plan.
- Approval to proceed: Customer will provide sign off of the converted data set in a non-production environment, approving the cycle to be completed in a production environment.
- Customer will identify and schedule appropriate personnel to attend training.
- Customer will complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.
- Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go Live event.
- Final conversion sign off: Customer will provide sign off of the converted data set into the production environment.

Out of Scope

- Development of ad hoc reports.
- Modifications to baseline reports, forms, web pages.

3.0 Interfaces and Integrations

The software Integrations and Interfaces identified during the sales process are described below. During the project, further discussion and discovery will take place and the Customer may request that modifications to the integration and/or interface services scope be performed by CentralSquare. If substantial changes to the integration or interface scope is requested to be modified by Customer, it may become the subject of a separately executed Change Order. A Change Order will describe changes in scope of services and payment of fees due for such modified hours/pricing. If the scope change is the result of adding and deleting interfaces, then CentralSquare will determine the net effect of the change during the Change Order process. All Change Orders associated with interfaces will be based on CentralSquare's Community Development Services current hourly rates.

CentralSquare and Customer will conduct the following Integration and Interfaces services as part of this project.

Interfaces Scope

Interfaces are process where data from the Solution is compiled in a format (stored procedure/batch export) for use into another Customer system. This is typically a single direction data transfer.

Integrations Scope

Integrations allow for the automatic communication and data transfer between systems. Integration development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for integration development work to/from existing legacy systems. The integrations included in this SOW were identified by CentralSquare based on discovery. During the project, further discussion and discovery will take place and the Customer may request that modifications to the integration services scope be performed by CentralSquare. CentralSquare will provide necessary assistance with integration setup, testing, and implementation to verify communications and basic functionality. Upon completion of the Discovery work session(s), CentralSquare will provide the Customer with a list of triggers for extracting data from the CentralSquare database(s) to be submitted to the Customer's third-party vendors and with the configuration details for data import. CentralSquare agrees to answer any database/interface questions and work with Customer's vendors to complete integrations as necessary.

Roles and Responsibilities

CentralSquare:

- CentralSquare consultants will advise and train Customer on using the CentralSquare standard file uploads to complete the data integration if applicable. CentralSquare will assist and advise on data mapping as required. CentralSquare supplies numerous API's for integration the Customer can use should they choose. The API's are part of the Fusion integration tool.
- CentralSquare will assist and advise Customer on API integration.
- CentralSquare will work with the Customer on testing and perfecting the integrations, until Customer signs off on each integration. Customer understands that any delay on their part may have an impact on the overall project schedule. CentralSquare understands that any delay on their part may also have an impact on the overall project schedule.
- Where a CentralSquare relationship exists, CentralSquare may provide assistance to the Customer to facilitate the communication with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- Install all integrations/interfaces required for Go Live prior to system integration testing.
- Training for SME's on functionality and maintenance of each integration/interface as installed and configured.
- Provide interface/integration control documents to Customer, upon request.

- Where interfaces are custom, CentralSquare will work with the third-party consultants to receive a detailed statement of work around each custom item. CentralSquare will assist Customer as necessary in performing the integration testing and validation.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the interfaces/integrations.
- Act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Responsible for validating all data transferred into the Solution and data transferred from the Solution to another application.
- Provide SME(s) familiar with existing data structures in the legacy system to assist with the interface/integration process.
- Provide expertise in third-party data, data mapping, and data validation.
- Review and provide written feedback on interface/integration control documents within ten (10) business days of delivery.

Assumptions:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware or third-party system software costs which may be required for the development of the interfaces described.
- Additional requests and changes to the scope of the below interfaces will require a change order and may incur additional charges. Changes include any additional requirements including building integration via API and Web Services (if not already listed as the interface method.)

Following is a description of the interfaces to be provided.

Integration/Interface Name	Description of Integration/Interface (i.e. what data is expected to interface)	Type of Integration/Interface (i.e. API, Web service, Batch)	1-way/2-way/Bi-directional	Standard/Custom	Automated / manual
CA CSLB	Pulls Contractor details into CD Entity Management record	API	1-Way	Standard	Automated
CC Online Payment API	Payment details for a specific record or activity	API	2-Way	Standard (Only certain vendors supported)	Automated
Finance Web API for Tyler Cashiering	Payment details for a specific record or activity	Web Service	2-Way	Standard (City Responsible for integration from Web Service to	Automated

				Cashiering system)	
Bluebeam	Plan Submittals sent to projects within BlueBeam Studio Cloud. BB Session information including deficiency reporting and session/project status to drive workflow and review cycles	API/Web Service	2-Way	Standard	Automated or Manual
Finance Batch to Tyler Eden Financials	Payment details for all payments received each day	Batch	1-Way	Standard Export	Automated or Manual

4.0 Application Software Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

For Premise based software:

Tasks	Name	Description	Customer Role	CentralSquare Role
1)	Installation	Initial Installation of CentralSquare’s Solution software	<ul style="list-style-type: none"> Hardware Set Up Completed Pre-Install Checklist Attend Discovery Call 	<ul style="list-style-type: none"> Pre-Install Checklist Discovery Call Complete install and data migration
2)	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> Validate Account 	<ul style="list-style-type: none"> Create Test Account

Assumptions

- CentralSquare will provide the Community Development Solution software and install it on a local server. Software installation will be done one (1) time.
- Customer will be charged for any moving and/or reinstallation of the software.
- Customer is responsible for the procurement and installation of hardware based upon CentralSquare’s Recommended Hardware Specifications.
- Customer will install all hardware components including the operating system at least 1 week prior to the scheduled software install.
- Application Server Load balancing and farm set up are the responsibility of the Customer.
- Production Environment may have up to 4 application servers.
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare’s prevailing rates.
 - Production Environment may have up to 4 application servers

- Test, Development, and any Additional Environments will each have (1) application server
- System Administrative training comes standard with all the Community Development Solution installations which will be completed remotely. CentralSquare will train Customer on doing a data refresh from Production to other environments as part of admin training.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end-user computers (4-6 people maximum).
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

5.0 Project Governance

The purpose of the project governance is to define the resources required to adequately establish the business needs, objectives and priorities of the project, communicate the goals to other Project participants and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement to the structure, the process and specific roles and responsibilities may occur throughout the project. Changes to the governance will be mutually agreed upon, properly documented, and communicated to all impacted parties.

Organizational change management plays a vital role in achieving high levels of user adoption and realization of benefits from efficiencies gained during prescriptive process changes throughout the implementation. Managing the organizational change acceptance through the establishment of a formal Change Management Team is a key function that drives project success.

Customer Personnel

Sponsorship Team (ST)

The Customer's ST provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. When called upon, the ST will also act as the final authority on all escalated project issues. The ST engages in the project, as needed, to provide necessary support, oversight, guidance, and escalation, and may participate in day-to-day activities in their normal job roles. The ST will empower the Product Owner, Project Manager, Change Manager, Project Management Team and the functional team leads to make critical business decisions for the Customer. Specifically, the ST will:

- Understand and support the cultural change necessary for the project
- Foster an appreciation of the value of an integrated Community Development system throughout the organization
- Oversee the project team and the project as a whole
- Participate in regular meetings so it is current on all project progress, project decisions, and achievement of project milestones
- Communicate the importance of the project to County departments along with other department directors and the Change Manager.
- Be responsible for making timely decisions on critical project or policy issues.

The Project Management Team (PMT)

This team is made up of the Customer Project Manager and subject matter experts from major departments within the organization. It will meet on a regular basis to monitor that overall project goals are realized. This team will formulate strategy to the execution of the project plan and make decisions and recommendations regarding project activities, changes, resources, issues, and risks. This team will also provide oversight and guidance for Change Management, ensuring project and change management activities are properly aligned with overall objectives. In short, this team will serve as a liaison between the Steering Committee and the day-to-day activities of the project. Meeting frequency between this group and the CentralSquare Project Manager will be defined in the Communications Plan.

Product Owner

The Product Owner (PO) is the management level resource that will be responsible for accurately communicating the requirements, assumptions and constraints of the business unit to the team. The work performed by the PO will include the clarification of business requirements, testing and communication of project status to staff. The PO will work closely with the County's PM and Central Square's PM.

- The Customer's Product Owner will communicate and reinforce the vision
- Collaborate with stakeholders and the team to define and communicate the roadmap
- Collaborate with the Change Management Team
- Clarify requirements and priorities with stakeholders and team
- Manage the Functional Team Leads and SMEs

Project Manager

The Customer's Project Manager will:

- Be the primary contact for the project
- Coordinate Customer's project team members
- Coordinate all CentralSquare activities with the CentralSquare Project Manager
- Coordinate the subject matter experts (SMEs) at the County
- Be responsible for reporting to the ST
- Ensure all deliverables are reviewed on a timely basis by the Customer
- Co-manage the overall implementation schedule with the CentralSquare Project Manager
- Collaborate with the Change Management Team

Functional Team Leads

Customer project team members will work under the direction of the designated Functional Team Leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make or obtain from the SC appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked, by the Customer Project manager, with carrying out all project tasks described in the SOW including business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the ST.

Subject Matter Experts (SMEs)

SMEs have special, in-depth knowledge of Customer's current legacy systems and processes. Their opinions will be sought in defining business needs, test requirements, and software functionality. During the implementation, the Customer's SMEs will dedicate a considerable amount of their time to the project because they may be involved in multiple roles, including participating in training and other workshops, conducting end user training, reviewing project deliverables, performing various testing tasks, etc.

Quality Assurance Team (QAT)

The Customer will form a QAT made up of individual(s) who will participate in the review and acceptance of each CentralSquare deliverable and conduct periodic project health checks to ensure tasks are completed on time, on budget and to the satisfaction of the Customer. Furthermore, the QAT will work closely with the Project Manager to ensure all contractual matters are in compliance and services delivered are in accordance with the terms and conditions of the CentralSquare/Customer agreement as well as with the SOW.

Assumptions:

- The Customer may have multiple staff providing the roles outlined above and the same staff providing multiple roles.

CentralSquare Personnel

Project Sponsor

CentralSquare Project Sponsor will have indirect involvement with the project and is part of the escalation process. The sponsor will offer additional support to the CentralSquare project team and collaborate with other third-party consultants who are involved on this project. Specifically, the Project Sponsor will:

- Provide support to Project Managers in reporting project progress to ST.
- Approve and sign-off on any material changes to project scope or staffing changes.

Project Manager

The CentralSquare Project Manager will coordinate all project activities with the Customer and perform the following:

- Serve as the point person for all project issues (the first escalation point)
- Be responsible for project performance, deliverables as they are outlined in the SOW, and the milestones.
- Provide periodic updates to the Customer's ST and the PMT.
- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress
- Monitor and report progress on CentralSquare's responsibilities on a weekly basis
- Immediately notify the Customer Project Manager, the PMT and the ST of any issue that could delay the project
- Ensure Software installation occurs as per the project schedule.
- Schedule CentralSquare Staff according to the project plan.
- Facilitate coordination between all CentralSquare departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare bi-weekly status reports along with notes from meetings and calls.
- Develop meeting agendas.
- Provide issue resolution status, tracking, and procedures.
- Identify personnel, equipment, facilities and resources that will be required to perform services by CentralSquare.

Functional Leads (Consultants, Developers, and Technical resources)

- Install application in agreed upon environments.
- Work with the Customer functional leads and SMEs to design and configure the functional components of the Solution software for optimal long-term use.
- Document decisions made during configuration in the weekly site reports.
- Lead the Solution software configuration with assistance from the Customer's functional leads.
- Check that software operates after configuration as per its documentation.
- Assist with the resolution of issues and tasks.
- Schedule the training of the Customer functional leads and SMEs during the configuration of software.
- Provide and assist with data conversion guides.
- Create and deliver interface programs according to Customer specifications and this SOW.
- Provide training on security and assist with set up.
- Provide training on workflow and assist with set up.
- Provide samples of and training on the creation of forms and reports.

6.0 Quality Assurance

Project Oversight

The CentralSquare Project Management Organization (PMO) will provide Project Oversight throughout the project life cycle.

Assuring a project of this type is progressing as outlined in the project management plan and is achieving the goals of the Customer is critical to overall project success and eventual adoption of the system by all stakeholders. Said oversight includes, but is not necessarily limited to:

- Reviewing project deliverables in Section 2.2 – Service Description for quality and assisting the Project Team in making corrections as required.
- Providing assistance with any areas of high risk identified throughout the project.
- Holding a monthly meeting with the Customer PMT to discuss and assess their view of the project progress.
- Communicating any challenges internally to leadership throughout CentralSquare’s organization to assist in resolving issues.
- Providing feedback to CentralSquare project staff and CentralSquare PMO on the results of the oversight activities.
- Helping identify lessons learned that can improve performance on future phases.
- Issues that will impact the quality, timeline, and overall goals will be identified, tracked, resolved and documented in the Issues/Tasks Log. These issues will be presented to the PMT and the SC during the regular cadence meetings as required.

7.0 Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Milestones outlined in the Agreement by following the below process:

- CentralSquare will submit in writing to the Customer a Deliverable Acceptance form for each completed Deliverable outlined on the table in Section 2.2 – Service Description.
- The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline.
- CentralSquare will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion form will be submitted. The Customer will then review the deliverable or milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a

reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.

- Upon approval of the deliverable or milestone, the Customer Project Manager will sign the completion form and return it to CentralSquare Project Manager.

8.0 Dispute Resolution Procedures

The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be remedied in a timely fashion, the Customer and CentralSquare will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective Project Managers of CentralSquare and the Customer to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two Project Managers and the Customer’s PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate issues to CentralSquare management in the sequence below, as needed:

Name and Role	Phone	Email
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	Micheal.DiOrio@CentralSquare.com
George Slyman, Sr. Director of Professional Services	360-303-9362	George.Slyman@CentralSquare.com
Aydin Asil, VP Professional Services	604-340-1720	Aydin.Asil@CentralSquare.com

Escalation to Customer Management Team should be as follows:

Name and Role	Phone	Email

9.0 Change Requests and Changes to this Scope of Work

The Customer and CentralSquare may request a change to this scope of work by following the process outlined in the Agreement.

10.0 Acts or Omissions of Customer

If CentralSquare’s performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees outside of CentralSquare’s control, CentralSquare Provider shall not be deemed in breach of its obligations under this SOW or

otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, or for any delays in delivery of any services, products or deliverables under this SOW to the extent arising directly or indirectly from such prevention or delay. Additionally, if CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, and CentralSquare expends reasonable costs, charges, or sustains losses, then Customer is responsible to reimburse CentralSquare for all costs, charges, or sustained losses to the extent they arise directly or indirectly from such prevention or delay.

To avoid penalties associated with cancelation or delay of any deliverables, products, or services that were to be provided in accordance with the terms of this SOW as defined in the mutually agreed upon project schedule, Customer must provide notice of cancellation a minimum of ten (10) business days prior to scheduled event.

City of Santee
COUNCIL AGENDA STATEMENT

Item 15

MEETING DATE

October 23, 2019

AGENDA ITEM NO.

ITEM TITLE

CONSIDERATION OF DRAFT LEGISLATIVE POLICY MEMORANDUM 2019-1, RELATED TO GENERAL COUNCIL MEETING POLICIES

DIRECTOR/DEPARTMENT

Annette Ortiz, City Clerk
Shawn Hagerty, City Attorney

SUMMARY

The City Council recently approved its first comprehensive review of the Municipal Code. As an outgrowth of that effort, we recommend reviewing the City's policies and procedures to ensure that they are aligned with the updated Code. To that end, we recommend that the Council review the numerous Legislative Policy Memoranda ("LPMs"), which set forth the legislative policies of the City. Many of these policies were adopted in the 1980's and have not been substantially updated since that time.

Over the course of the next several months, staff plans to review and update (as needed) all of the existing LPMs. One of the policy areas identified by Council as most important is that of City governance. For that reason, as our first step in this comprehensive review of policies and procedures, we have reviewed and consolidated into one LPM each of the former LPMs related to general Council meeting procedures, the agenda process, public comment, and minutes (LPMs 1981-1, 1981-2, 1981-3, 1982-1, 1983-3, 1986-1, 1986-2, and 1995-1). We have also identified several policy questions on which Council direction is requested.

Attached for your review is draft LPM 2019-1 which addresses the above-mentioned topics. In consolidating these issues into one LPM, we have updated procedures to match current City practice, deleted repetitive information, and made small stylistic changes. This draft LPM is not presented for adoption, but rather to serve as a starting point for Council discussion of preferred policies and procedures for City Council governance. The goal is to reach consensus on procedural questions and have a policy in place to address any potential issues before they arise.

The attached chart of revisions provides an outline of draft LPM 2019-1, indicates the changes that were made to the language of the existing LPMs, and highlights policy points on which we seek Council direction.

ENVIRONMENTAL REVIEW

The City's consideration of LPM 2019-1 is not a project subject to environmental review under the California Environmental Quality Act because it would not result in any direct or reasonably foreseeable indirect physical change to the environment under Title 14 of the California Code of Regulations, section 15378.

FINANCIAL STATEMENT

None.

HS for IM

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION

KV for MCB

Review draft LPM 2019-1 and provide direction to City staff.

ATTACHMENTS

Chart of Revisions to Prior LPMs

Draft LPM 2019-1

LPMs 1981-1, 1981-2, 1981-3, 1982-1, 1983-3, 1986-1, 1986-2, and 1995-1.

**DRAFT LPM 2019-1
CHART OF REVISIONS AND POLICY POINTS**

Topic in LPM 2019-1	Revisions	Previous LPM(s)
Meetings Generally		
	Added new section to briefly address Regular, Adjourned, Special, and Emergency Meetings, and Closed Sessions.	N/A
Agenda		
Submittal of Items	<p>Minor changes to reflect current practice, added a statement that the agenda is prepared by the City Clerk.</p> <ul style="list-style-type: none"> • <u>Policy Point:</u> Consider adding a limit as to how often a Council Member may submit an item for inclusion on the agenda, or a statement as to whether a Council Member may repeatedly submit the same item for inclusion on subsequent agendas. 	1981-1, 1981-2
Order of Items	Minor stylistic changes.	1982-1, 1983-3
Reconsideration of Prior Action	<p>Minor stylistic changes; also specified that reconsideration is accomplished by a Motion to Reconsider, which must be made by a Council Member who voted with the majority in the prior vote.</p> <ul style="list-style-type: none"> • <u>Policy Point:</u> Consider limiting Motions for Reconsideration to apply only to actions taken at the immediately prior meeting, or consider allowing reconsideration of action taken earlier in the same meeting. 	1981-3
Items Not on Agenda	Revised existing language to reflect current Brown Act requirements.	1986-2
Meeting Procedure		
Call to Order, Roll Call, Quorum Call	Added new sections to address these procedures.	N/A
Conduct	Reorganized and revised sections of various LPMs related to meeting procedure, definitions of terms, meeting rules.	1982-1, 1983-3, 1995-1

Meeting Rules	Removed the reference to splitting motions, because that action is discussed in the Conduct section under “Division of the Motion”	
Conflicts of Interest	Added section regarding conflicts of interest and disqualification.	N/A
Public Participation in Meetings		
Speaker Slips and Time Limits	<p>Consolidated various LPMs addressing the process for submitting speaker slips, nominating a spokesperson for a group. Confirmed the most recent policy, which is a 3-minute limit for speakers, with an up to 2-minute extension, and 15-minute limit for a group with a spokesperson. Added requirement that media presentations be submitted to the City Clerk two days prior to the meeting to ensure compatibility with the City’s system.</p> <ul style="list-style-type: none"> • <u>Policy Point:</u> Consider whether to allow speakers to yield time to a spokesperson. 	1981-2, 1986-2
Minutes		
Minutes Required	Added new section, added reference to livestreaming the meetings.	N/A
Correction of Minutes	Revised to match current practice.	1986-1, 1995-1

LEGISLATIVE POLICY MEMORANDUM

Number: LPM 2019-1

Date: October 23, 2019

Initiated By: Annette Ortiz, City Clerk
Shawn Hagerty, City Attorney

Reviewed by City Council: October 23, 2019

Approved by City Council: _____, 2019

SUBJECT: City Council Agenda and Meeting Procedures

PURPOSE

To establish one Legislative Policy Memorandum related to general City Council meeting and agenda procedures. This LPM replaces and rescinds the following LPMs: 1981-1, 1981-2, 1981-3, 1982-1, 1983-3, 1986-1, 1986-2, and 1995-1.

POLICY DISCUSSION

The following policies govern general Council meeting procedure; the submission, order, and reconsideration of agenda items; public participation in Council meetings; and the keeping and correction of meeting minutes.

A. Meetings Generally

1. Regular Meetings (Gov. Code § 54954)

Except as modified by resolution of the City Council, regular meetings of the City Council shall be held at 7:00 p.m. in the City Council Chambers, located at 10601 Magnolia Avenue, Santee, California, on the second and fourth Wednesday of each month, taking into consideration any legal holidays which may occur. Council may, by resolution, cancel any scheduled Regular meeting.

2. Adjourned Meetings (Gov. Code § 54955)

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment as permitted by law. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the City Clerk may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in Government Code section

54956 for special meetings, unless such notice is waived as provided for special meetings. When a regular or adjourned regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

3. Special Meetings (Gov. Code § 54956)

A special meeting may be called at any time by the Mayor, the Vice Mayor (only when acting as the presiding officer of the Council) or by a majority of the City Council, by delivering written notice to each Council Member and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the City's web site. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed, and shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. The City Council shall consider only the business listed on the notice. The written notice may be dispensed with as to any Council Member who at or prior to the time the meeting convenes files with the City Clerk a written waiver of notice. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

The City Council shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of a City executive.¹ However, the City Council may call a special meeting to discuss the City's budget.

4. Emergency Meetings (Gov. Code § 54956.5)

In the case of an emergency situation, as defined below, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the City Council may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Government Code section 54956 or both of the notice and posting requirements.

¹ A "City executive" is any person employed by the City who is not subject to the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets any of the following requirements:

- (1) The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the City.
- (2) The person is the head of a department of the City.
- (3) The person's position within the City is held by an employment contract between the City and that person. (See Gov. Code § 3511.1.)

Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Government Code section 54956 shall be notified by the Mayor, or the Mayor's designee, one hour prior to the emergency meeting, or, in the case of a dire emergency, as defined below, at or near the time that the Mayor or the Mayor's designee notifies the Council Members of the emergency meeting. This notice shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the City Council or the City Council's designee, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

During an Emergency Meeting, the City Council may meet in closed session pursuant to Government Code section 54957 if agreed to by a two-thirds vote of the Council Members present, or, if less than two-thirds of the Members are present, by a unanimous vote of the Members present.

All Special Meeting requirements, as prescribed in Government Code section 54956 shall be applicable to an Emergency Meeting, with the exception of the 24-hour notice requirement.

The minutes of the Emergency Meeting, a list of persons who the Mayor or the Mayor's designee notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

For the purposes of this section, "emergency situation" means both of the following:

a. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the City Council.

b. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the City Council to provide one-hour notice before holding an Emergency Meeting may endanger the public health, safety, or both, as determined by a majority of the City Council.

5. Closed Sessions (Gov. Code § 54962)

The City Council may hold closed sessions for the purposes specifically authorized by the provisions of the Ralph M. Brown Act (Gov. Code § 54950 et

seq.)("Brown Act"). A description of the item to be addressed in closed session will be included in the meeting agenda, in accordance with the Brown Act. All proper closed session information, verbal or written, is confidential, and the disclosure by any person of the topics or details of such matters is expressly prohibited.

B. Agenda Items

1. Submittal of items for the agenda by Members of the City Council

The City Council agenda is prepared by the City Clerk with assistance from the City Manager, the City Attorney's office, and the City Departments that have submitted items for the agenda. From time to time, individual members of the City Council desire to submit items for inclusion on the formal Council agenda. These items will be placed under the City Council portion of the agenda. Council members wishing to have an item(s) considered as part of the regular Council meeting agenda will submit the item(s) in writing to the City Manager for inclusion on the agenda. Items must be submitted to the City Manager's office no later than the Monday proceeding the Wednesday on which staff assembles agenda packets for the subsequent Wednesday City Council meeting.

Items to be considered at adjourned regular, special, and workshop meetings must be submitted to the City Manager's office by either the Monday before the meeting or 72 hours prior to the meeting.

- ***Policy Point:*** Consider adding a limit as to how often a Council Member may submit an item for inclusion on the agenda, or a statement as to whether a Council Member may repeatedly submit the same item for inclusion on subsequent agendas.

2. Order of Council agenda items

In order to facilitate clear communication about the order in which agenda items will be addressed by Council during meetings, it is the policy of the City Council to address items in the order listed on the published agenda. Exceptions to this policy, such as taking an item out of order due to a large group present for a single item, or legislators or visiting dignitaries with limited time schedules, etc., will be at the discretion of the Mayor.

3. Reconsideration of Prior Action

Council Members may from time to time for various reasons desire to reconsider an action taken at a previous meeting. In order to allow interested members of the public the opportunity to attend the meeting at which the item is reconsidered, the reconsideration must not be instantly acted upon but, instead, be brought back at a future meeting. This policy allows members of the public who may have been present

at the time of the original decision to be in attendance at the subsequent meeting to present their views on the subject. Accordingly, it shall be the policy of the City Council that all matters to be reconsidered be scheduled for a date certain or a future meeting and placed on the published agenda for a regular or special future Council Meeting.

Reconsideration is accomplished through a Motion to Reconsider, which may only be made by a Council Member who voted with the majority in the prior action (a Council Member who voted *aye* if the motion was adopted, or voted *no* if the motion failed). A Motion to Reconsider must be approved by a majority of the Council Members present.

- **Policy Point:** *Consider limiting Motions for Reconsideration to apply only to actions taken at the immediately prior meeting (rather than any prior meeting), or consider allowing the Council to reconsider items on which a vote was taken earlier in the same meeting.*

4. Items Not on the Agenda

With narrow and limited exceptions, the City Council may not take any action or engage in discussion of an item not on the posted agenda. Council Members may only:

- Briefly respond to statements/questions from the public,
- Ask a question for clarification,
- Make a brief announcement,
- Make a brief report on his or her activities,
- Provide a reference to staff or other sources for factual information,
- Request staff report back at a later meeting, or
- Direct staff to place the matter on a future agenda.

(Gov. Code § 54954.2(a)(3).)

The City Council may take action on items of business not appearing on the posted agenda when one of the following conditions exists:

- A majority of the Council determines there is an “emergency situation” as defined in State law for emergency meetings;

b. Two-thirds of the Council Members present (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the City after the agenda was posted; or

c. The item appeared on the agenda of, and was continued from, a meeting held not more than five days earlier.

(Gov. Code § 54954.2(b))

C. Meeting Procedure

1. Call to Order

The Mayor, or in the Mayor's absence the Vice Mayor, shall take the chair at the hour appointed for the meeting and shall immediately call the City Council to order. Upon the arrival of the Mayor, the Vice Mayor shall immediately relinquish the chair at the conclusion of the business presently before the City Council.

2. Roll Call

Before the City Council shall proceed with the business before it, the City Clerk shall enter into the minutes the names of those Council Members present. The later arrival, or the excused absence, of any absentee shall also be entered into the minutes.

3. Quorum Call

During the course of the meeting, should the Mayor note a City Council quorum is lacking, the Mayor shall call this fact to the attention of the City Clerk. The Mayor shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the Mayor may declare a recess for a reasonable period of time in order to reestablish a quorum or the meeting shall be adjourned.

4. Conduct

The City does not follow Robert's Rules of Order for parliamentary procedure, preferring to allow more flexibility in processing meeting matters. To provide a basic structure to the meetings, however, the following definitions and procedures govern the conduct of City Council meetings.

“Amend” means to change a motion only if the maker of the motion agrees.

“Call for the Question” means to immediately end debate and vote on the issue; requires a vote of the majority of Council Members present. The Council first votes on the motion for Call for the Question (to end debate) and if the motion is approved, debate is immediately closed and the Council must then vote on the issue.

“Division of the Motion” (sometimes called splitting the motion) means to divide a motion into two or more propositions. A motion may be split whenever the motion contains two or more parts, each of which may stand alone as a complete proposition, if the other(s) is(are) removed. Each separate question must be a proper one for the Council to act upon, even if the other(s) is(are) not adopted. A Council Member wishing to make this motion says, for example, “I call for a separate vote on Resolution No. 2.” If this motion is approved by a majority of the Council, the issue for which a separate vote was called must be taken up and voted on separately at any time before the vote is taken on the other propositions.

“Note and File” means to have the City Clerk’s office record and file the matter. This direction is most often given when staff provides an update on a project or an item that does not require official action.

“Point of Information” means to request information.

“Point of Order” means to protest a breach of rules or conduct.

“Point of Personal Privilege” means a concern about inability to hear, noise, or a problem, where integrity, character, or motives are questioned, or where the welfare of the Council is concerned.

“Pulling an item off the Consent Calendar of the Agenda” means to remove an item from the group considered routine or noncontroversial for separate action. Any items pulled from the Consent Calendar shall be heard immediately following Council’s action on the Consent Calendar.

“Reconsideration” means the reconsideration, at the same meeting or at a future meeting (which may or may not be scheduled for a date certain), of an item on which Council has already taken action (see section B.3 above).

“Table the item” means to temporarily suspend consideration of an issue as specified.

“Trail the item” means to deal with the item later as specified.

“Withdrawal of Motion” means the motion is withdrawn by the mover. Until the Mayor has stated the question for a vote by the Council, the mover may withdraw the motion at any time without the consent of the Council or the Council Member who seconded the motion. If the Mayor has already stated the question, the maker of the motion must request the Council’s permission to withdraw or modify the motion. In such a case, the Mayor will ask if there is any objection to the withdrawal of the motion, and if there is none, the motion is withdrawn. If there is an objection, the Mayor may put the

question of withdrawal up for a vote by the Council, in which case the motion requires a majority vote for approval. Unless the Mayor specifies to the contrary, a withdrawn motion is not recorded in the meeting minutes.

5. Meeting Rules

A rule change must be announced by the Mayor or requested by a Council Member before the item is heard. No rule change is allowed until after an item is heard and vote is taken on the item.

All rule changes must come before Council for approval. No unilateral rulemaking shall occur.

Substitute motions are prohibited.

Amendments to motions are prohibited without the approval of the maker of the motion.

6. Conflicts of Interest and Disqualification

The Political Reform Act (Gov. Code § 81000 et seq.), prohibits a public official from using his or her official position to influence a governmental decision in which he or she has a financial interest. Government Code Section 1090 prohibits the City Council from entering into a contract in which a Council Member is financially interested, unless an exception applies.

When the Mayor or a Council Member has a financial interest in a City Council decision or contract, that individual is disqualified from voting on the matter, unless an exception applies. The interested individual shall openly state that he or she is abstaining because of a disqualifying financial or other conflict of interest. The Mayor or any Council Member who is disqualified due to a financial interest shall publicly identify the financial interest in detail sufficient to be understood by the public except that disclosure of the exact street address of a residence is not required. A Council Member who is disqualified by a conflict of interest in any matter shall not remain in the room during the discussion and vote on such matter unless the matter has been placed on the consent agenda. In that case, the Council Member must identify the conflict and abstain from voting on the consent calendar, but may remain in the room while the consent calendar is voted upon. (2 Cal. Code Regs. § 18707(a)(3)(A).)

D. Public Participation at City Council Meetings

Other than applicants making a formal presentation as part of the Public Hearing process, it shall be the policy of the City Council to limit the time available to speakers to

a maximum of three (3) minutes for any one person. Speakers wishing to address the Council shall complete speaker slips and submit them to the City Clerk indicating the agenda item they wish to address. No speaker may yield time to another speaker except as set forth below.

If, in the judgment of the Mayor, an individual speaker is in the process of making a salient point and his or her time runs out, the Mayor may extend the time no more than two (2) minutes for the person to complete his or her testimony.

Multiple speakers wishing to address a single item may, before the item is heard, designate a spokesperson and yield time to that individual provided that a single spokesperson shall be accorded no more than (15) minutes (plus an up to 2-minute extension by the Mayor if applicable) of time to complete his or her testimony. Individuals wishing to designate a single spokesperson to whom they wish to yield time must be present at the meeting, must indicate on the speaker slip that they desire to yield their time, and must include the name of their designated spokesperson on the speaker slip.

- **Policy Point:** *Consider whether to allow speakers to yield time to a spokesperson.*

Any PowerPoint or other media presentations to be presented at the Council meeting must be submitted to the City Clerk's office no later than two (2) days before the meeting to ensure compatibility with the City's multimedia system.

Applicants for Public Hearings shall be accorded no more than twenty (20) minutes to present testimony relative to individual agenda items (plus an up to 2-minute extension by the Mayor if applicable). This does not preclude the Council from asking questions of the applicant following conclusion of the applicant's formal presentation. Council questions shall not be considered as part of the time available to individual applicants for testimony. Applicants will also submit a speaker slip which states the amount of time required for their presentation and lists the names of the individuals who will make the presentation.

It shall be the Mayor's responsibility to request monitoring by the City Clerk of the time utilized by speakers pursuant to this legislative policy and the City Clerk shall appropriately notify speakers when their allotted time has expired. A timing device may be utilized by the City Clerk to fulfill this responsibility, and the City Clerk may turn off the speaker's microphone when the speaker's time has expired.

E. Minutes

1. Minutes Required

All meetings of the City Council shall be audio-recorded and live-streamed on the City's website. Meeting minutes will be prepared and made available on the City's website.

2. Correction of Minutes

Members of the public requesting corrections to City Council minutes should contact the City Clerk's Office to discuss the request or should attend the Council meeting at which the minutes will be adopted and speak prior to approval of the minutes. Council Members requesting corrections should contact the City Clerk's Office to discuss the request or should raise the request during the Council meeting at which the minutes will be adopted and speak prior to approval of the minutes.

Following review of the applicable record, the City Clerk shall respond to the person requesting the correction and either approve or deny the request. If the correction has been approved, the City Clerk shall apprise Council before the minutes are approved by advising orally at the Council Meeting or presenting a correction page to Council Members.

If the correction relates to a previously approved set of minutes, and is approved by the City Clerk, the City Clerk shall provide a staff report of justification via the City Council Agenda Consent Calendar.

Anyone desiring to appeal the City Clerk's ruling on a correction may present their request in writing to the Mayor for Council consideration.



CITY OF SANTEE

10765 WOODSIDE AVE. • SUITE R
P.O. BOX 40
SANTEE, CALIFORNIA 92071

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 81-1

DATE: September 24, 1981

INITIATED BY: Gene R. Ainsworth, Mayor

REVIEWED BY COUNCIL (Date): SEP 28 1981

APPROVED BY COUNCIL (Date): SEP 28 1981

INCLUDED IN LPM (Date):

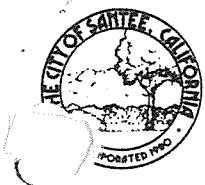
SUBJECT:

Submittal of items for the agenda by members of the City Council

POLICY DISCUSSION:

From time to time, individual members of the City Council have occasion to submit items for inclusion on the formal Council agenda. These items will be placed under the CITY COUNCIL portion of the agenda. Council members wishing to have an item(s) considered as part of the formal Council agenda/regular meeting process by the full Council will submit the item(s) in writing to the City Manager for inclusion on the agenda and all items so submitted must be available for duplication no later than the Monday proceeding the Wednesday on which staff assembles agenda packets for the subsequent Monday City Council meeting.

Items to be considered at adjourned regular, special, and workshop meetings must be submitted to the City Manager's office by either the Monday before the meeting or 72 hours prior to the meeting.



CITY OF SANTEE

10765 WOODSIDE AVE. • SUITE R
P.O. BOX 40
SANTEE, CALIFORNIA 92071

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 81-2

DATE: September 24, 1981

INITIATED BY: Gene R. Ainsworth, Mayor

REVIEWED BY COUNCIL (Date): SEP 28 1981

APPROVED BY COUNCIL (Date): SEP 28 1981

INCLUDED IN LPM (Date):

SUBJECT:

Time period for testimony received by the City Council

POLICY DISCUSSION:

Other than applicants making a formal presentation as part of the Public Hearing process, it shall be the policy of the City Council to limit the time available to speakers to a maximum of three (3) minutes for any one person. Speakers wishing to address the Council shall complete slips and submit same to the City Clerk indicating the agenda item they wish to address and the amount of time needed for their testimony. If, in the judgement of the Mayor, an individual speaker is in the process of making a salient point and his/her time runs out, the Mayor may, in his judgement, extend the time no more than two (2) minutes for the person to complete his/her testimony.

Multiple speakers wishing to address a single item may designate a spokesman and yield time to a single individual provided that a single spokesman shall be accorded no more than nine (9) minutes (plus a 2 minute extension by the Mayor if applicable) of time to complete his/her testimony. Individuals wishing to designate a single spokesman to whom they wish to yield time shall so indicate on the speaker slip submitted to the City Clerk (i.e. individuals must designate the spokesman on the speaker slip to whom time is being yielded).

continued

Applicants for Public Hearing items shall be accorded no more than twenty minutes to present testimony relative to individual agenda items. Applicants will also submit a speaker slip on which is contained the amount of time required for their presentation and the parties to present same. (This does not preclude the Council from asking questions of the applicant following conclusion of the applicant's formal presentation). Council questions shall not be considered as part of the time available to individual applicants for testimony. Further, members of the Council shall refrain from interrupting individual speakers for questions until the speaker has completed his/her formal presentation.

It shall be the Mayor's responsibility to monitor the time utilized by individual speakers pursuant to this legislative policy and to appropriately notify individual speakers when their allotted time is about to expire. A timing device may be utilized by the Mayor to fulfill this responsibility if, in his/her judgement, such a device is necessary.

CITY OF SANTEE

10765 WOODSIDE AVE. • SUITE R
P.O. BOX 40
SANTEE, CALIFORNIA 92071

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 81-3

DATE: September 29, 1981

INITIATED BY: Gene R. Ainsworth, Mayor *GRA*

REVIEWED BY COUNCIL (Date): October 12, 1981

APPROVED BY COUNCIL (Date): October 12, 1981

INCLUDED IN LPM (Date): October 12, 1981

SUBJECT:

Reconsideration of Previous Actions of the City Council

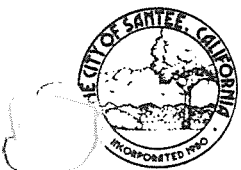
POLICY DISCUSSION:

Council Members may from time to time for various reasons desire to reconsider an action taken at a previous meeting. In order that members of the public wishing to address the matter which is the subject of the reconsideration may be present, it would only be proper that the reconsideration not be instantly acted upon but, instead, be brought back at a future meeting. Members of the public who may have been present at the time of the original decision could again be in attendance to present their views on the subject.

Accordingly, it shall be the policy of the City Council that all matters to be reconsidered be scheduled for a date certain and placed on the published agenda for a Regular or Special future Council Meeting.

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CITY OF SANTEE

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SANTEE, CALIFORNIA 92071

See above page related

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 82-1

DATE: June 22, 1982

INITIATED BY: Jim Bartell, Council Member

REVIEWED BY COUNCIL: June 28, 1982

APPROVED BY COUNCIL: June 28, 1982 *JLB*

INCLUDED IN LPM: July 1, 1982

SUBJECT:

Order of Council Agenda items and opportunities for public input.

PURPOSE:

1. To identify items of public interest and provide opportunity for input early in the Council session

POLICY DISCUSSION:

In order to avoid having members of the public wait unduly long periods of time before being able to hear or speak to a particular segment of the Council Agenda, it shall be the policy of the City Council to determine at the beginning of each Session, which items are being continued to a future meeting, and which have enough public interest to warrant dealing with items out of order. Speakers are expected to submit "Request to Speak" forms five minutes prior to the time the item they wish to address is dealt with by Council.

Based upon discussion with Council and staff and a review of speaker slips filed with the City Clerk, the Mayor will announce any re-ordering of Agenda items to the public. Items not appearing to have public input will be dealt with in the latter portion of the meeting.



CITY OF SANTEE

10765 WOODSIDE AVE. • SUITE R
P.O. BOX 40
SANTEE, CALIFORNIA 92071

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 82-1

DATE: June 22, 1982

INITIATED BY: Jim Bartell, Council Member

REVIEWED BY COUNCIL: June 28, 1982

APPROVED BY COUNCIL: June 28, 1982 *JPB*

INCLUDED IN LPM: July 1, 1982

NOTE: LPM 82-1 rescinded
by Council Minute
Action 11/28/83

SUBJECT:

Order of Council Agenda items and opportunities for public input.

PURPOSE:

1. To identify items of public interest and provide opportunity for input early in the Council session

POLICY DISCUSSION:

In order to avoid having members of the public wait unduly long periods of time before being able to hear or speak to a particular segment of the Council Agenda, it shall be the policy of the City Council to determine at the beginning of each Session, which items are being continued to a future meeting, and which have enough public interest to warrant dealing with items out of order. Speakers are expected to submit "Request to Speak" forms five minutes prior to the time the item they wish to address is dealt with by Council.

Based upon discussion with Council and staff and a review of speaker slips filed with the City Clerk, the Mayor will announce any re-ordering of Agenda items to the public. Items not appearing to have public input will be dealt with in the latter portion of the meeting.

4(E) RECISSION OF LEGISLATIVE POLICY MEMORANDUM 82-1 - Mayor Claussen.

Mayor Claussen moved recission of Legislative Policy Memorandum 82-1, and direction to the City Clerk to return on 12/12/83 with a Legislative Policy Memorandum for Council consideration. The motion was seconded by Vice Mayor Solomon and adopted, all voting aye, except Council Member Bartell, who voted no.

5(C) RESOLUTION & APPLICATION CONCERNING GENERAL PLAN TIME EXTENSION TO STATE OF CALIFORNIA.

On motion of Vice Mayor Solomon, second of Council Member Gallardo, RESOLUTION NO. 188 OF THE CITY COUNCIL OF THE CITY OF SANTEE, REQUESTING AN EXTENSION OF TIME FOR THE PREPARATION AND ADOPTION OF THE ELEMENTS OF THE SANTEE GENERAL PLAN was adopted, all voting aye.

6. COMMUNICATION FROM THE PUBLIC: (Considered earlier on the Agenda.)

7. COUNCIL COMMUNICATION:

8. LEGISLATIVE REPORTS:

(A) REPORT ON NEED FOR SPECIAL LEGISLATION.

Council Member Bartell moved to note and file the report. The motion was seconded by Council Member Gallardo, and adopted, all voting aye.

9. PLANNING COMMISSION: No business.

10. REDEVELOPMENT AGENCY: No business

11. CITY ATTORNEY:

12. COMMITTEE REPORTS:

SAN DIEGO ASSOCIATION OF GOVERNMENTS, AREA WATER RECLAMATION AGENCY, METROPOLITAN TRANSIT DEVELOPMENT BOARD, FLOOD CONTROL DISTRICT #2, MISSION TRAILS REGIONAL PARK COMMISSION, COUNTY SERVICE AREA 69, LEAGUE OF CALIFORNIA CITIES, LOCAL AGENCY FORMATION COMMISSION.

(A) FLOOD DISTRICT #2 - Council Member Gallardo.

Council Member Gallardo submitted the District's Minutes of 10/20/83, and Council agreed to note and file the report.

EXISTING PROVISIONS FOR PERMIT EXEMPTION
FOR PUBLIC AGENCIES

Of those public agencies mentioned in the staff report, State and City ordinances provide as follows for building permits and development permits:

1. Building Permits

- a. School Districts are exempt from the City's development permit fees and inspection because all development is done according to State regulations and requires state construction inspection.
- b. The City Building Code Section 51.212 (k) provides that fees shall not be required for building permits, unless inspection services are requested, for the United States, the State of California, school districts, counties, and cities.
- c. According to the above stated Building Code provision, Padre Dam Municipal Water District would not be required to have permits for development of water storage facilities and transmission lines.
- d. The County may not be required to have City permits and inspection because development would be handled directly through the County Building Department and be subject to County inspection; for example, construction of the County Regional Center in El Cajon was performed pursuant to a County contract and inspected by County staff. When construction was nearly complete, permits with no fees were secured from the City of El Cajon more as a cordiality than a requirement.
- e. Federal and State agencies would be exempt from building permit requirements.
- f. All other public agencies are required to obtain building permits and inspection.

2. Development Permits

- a. Zoning Ordinance Section 7602.C. provides that application fees for a variance, zone reclassification, administrative permit, or a use permit may be waived with Council findings for nonprofit tax-exempt corporations.
- b. There is nothing in the Zoning Ordinance which exempts public agencies from the development review process. However, under certain circumstances, a City may be challenged on its authority to require permits from a higher level government authority.

3. Building Permit Fees

Building permit fees are based on the total construction valuation as determined by the building official. As an example, the typical valuation for an air conditioned 10,000 square foot Regional Health Center would be \$55.80 per square foot.

Policy Regarding City Fees Pertaining To Other Governmental Agencies
 Page 2

Typical building permit fees would be as follows:

Plan Check	\$1,100.00
Building Permit	1,700.00
Plumbing Permit	120.00
Mechanical Permit	120.00
Electrical Permit	120.00
	<hr/>
SUBTOTAL	3,160.00
Seismic Inspection	40.00
	<hr/>
TOTAL	3,200.00

These fees do not include sewer, drainage, or circulation element fees.

4. Development Permit Fees

Typical fees which may be required for development applications that have in the past been submitted by public agencies are listed below:

	Tentative Map	Tentative Parcel Map	Major Use Permit	Rezone
	<hr/>	<hr/>	<hr/>	<hr/>
Planning Application	\$2,050	\$550	\$1,700	\$1,400
Public Services Review (\$400 + \$10/lot)	450 MIN	400	1,130	360
Environmental Initial Study	315	315	315	315
	<hr/>	<hr/>	<hr/>	<hr/>
	2,815 MIN	1,265	3,145	2,075

(3. CITY COUNCIL Continued)

- (B) AN ORDINANCE OF THE CITY OF SANTEE, CALIFORNIA, LIMITING POLITICAL FUND RAISING - Council Member Gallardo.

Council Member Gallardo withdrew this item from the agenda.

- (C) MAJOR USE PERMIT FOR MINI WAREHOUSES IN THE CITY'S COMMERCIAL AND INDUSTRIAL USE REGULATIONS.

Council Member Solomon moved staff recommendation to direct staff to perform an environmental review for the proposed Zoning Ordinance amendment and set the item for Public Hearing 5/9/83. The motion was seconded by Vice Mayor Claussen and adopted, all voting aye.

- (D) REVISION OF SCHOOL AVAILABILITY LETTER - Mayor Bartell.

On motion of Mayor Bartell, second of Council Member Solomon, all voting aye, this matter was continued to 5/9/83.

4. CITY MANAGER:

- (A) SECOND READING OF AN ORDINANCE OF THE CITY OF SANTEE ESTABLISHING SPEED LIMITS.

On motion of Vice Mayor Claussen, second of Council Member Solomon, all voting aye, Council approved second reading of the Ordinance by title only. City Clerk Roper read the title of the Ordinance.

On motion of Vice Mayor Claussen, second of Council Member Solomon, ORDINANCE NO. 95 OF THE CITY OF SANTEE ESTABLISHING SPEED LIMITS was adopted, all voting aye, except Council Member Gallardo, who voted no.

- (B) INTERIM ORDINANCE PROHIBITING OFF-PREMISE BILLBOARDS - CONTINUED FROM 4/11/83 COUNCIL MEETING (AN INTERIM ORDINANCE ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858 AS EMERGENCY MEASURE PROHIBITING THE INSTALLATION OF NEW OFF-PREMISE SIGNS OTHER THAN SPECIAL PURPOSE OFF-PREMISE SIGNS AS DEFINED BY THE CITY'S ZONING ORDINANCE).

On motion of Council Member Solomon, second of Council Member Woodward, all voting aye, this item was continued to 5/9/83.

- (C) (See Consent Calendar.)

- (D) POLICY REGARDING CITY FEES PERTAINING TO OTHER GOVERNMENTAL AGENCIES.

On motion of Council Member Solomon, second of Vice Mayor Claussen, Council approved staff recommended alternative (1) directing staff to prepare a fee waiver policy for inclusion in the Legislative Policy Manual requiring agencies to submit their requests for fee waiver in writing for staff analyzation of City costs to be submitted to Council for consideration on a case-by-case basis, all voting aye, except Council Member Gallardo who voted no.

(4) Plan Checking Fees. A plan checking fee shall be paid at the time of submitting plans and specifications for the proposed work. The plan checking fee shall be 65 percent of the building permit fee.

(5) Plans and Specifications. With each application two sets of plans and specifications for the work to be performed at the job site shall be submitted with such other information as may be necessary to determine compliance with local and State laws and regulations.

(k) EXCEPTIONS. The United States, the State of California, school districts, counties and cities shall not be required to pay any fees for filing an application for a building permit pursuant to this Code unless County building inspection services are requested. If so requested, the regular fee schedules in this Code would apply. No fee shall be collected where the Board of Supervisors by written policy has provided for waiver of such fee in order to assist in the formation and development of volunteer fire departments.
(Amended by Ord. No. 5967 (N.S.) Eff. 2-6-81)

Sec. 51.213 (0305(e)(6)). Section 305 (e) of the Uniform Building Code is hereby amended by adding thereto:

6. FLOOD HAZARD. If at any time prior to granting approval of construction following the foundation inspection, or, if no foundation inspection is required or made, following the first on-site inspection, it appears to the Building Official that there may be substantial danger that the building or structure proposed to be erected, installed, constructed, reconstructed, enlarged, altered, repaired, moved, improved, remodeled, converted or placed will be flooded or inundated if the work contemplated is completed in the manner proposed or that the completion of such work will result in the flooding or inundation of other buildings or structures, the Building Official may order all work stopped and refer the matter to the Director of Public Works for review and report as to such substantial danger. At the time of referral, there shall be paid to the Director of Public Works a fee of \$65.00 for review of the flood hazard. If the Director of Public Works reports such substantial danger exists, the Building Official shall order no further work to be done until plans approved by the Director of Public Works as providing reasonably adequate protection for such buildings and structures in consideration of the use or proposed use thereof shall have been incorporated as a part of the plans for work to be done; provided, however, failure to order work stopped or make such referral, or both, shall not be construed as a representation that such danger does not, or will not, in fact exist if the work is completed in the manner proposed. Reasonably adequate protection shall include, but not be limited to:

- (1) Design and anchorage to prevent flotation, collapse, or lateral movement of the structure;



CITY OF SANTEE

10765 WOODSIDE AVE.
P.O. BOX 40
SANTEE, CALIFORNIA 92071

LEGISLATIVE POLICY MEMORANDUM

*Revising/
Relates to
82-1*

NUMBER: LPM 83-3

DATE: December 12, 1983

INITIATED BY: Jan Claussen, Mayor

REVIEWED BY COUNCIL: December 12, 1983 *pc*

APPROVED BY COUNCIL: December 12, 1983

INCLUDED IN LPM: December 13, 1983

SUBJECT:

Order of Council Agenda items and opportunities for public input.

PURPOSE:

1. To provide for an orderly sequence in handling and addressing of Council Agenda items when in session.

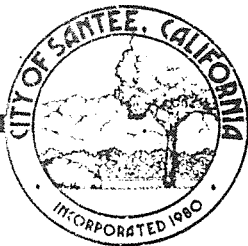
POLICY DISCUSSION:

In order to facilitate clear communication about the order Agenda items will be dealt with by Council during meetings, it shall be the policy of the City Council to address items in the order listed on the published Agenda. Exceptions to this policy, such as taking an item out of order due to a large group present for a single item, or legislators or visiting dignitaries with limited time schedules, etc., will be at the discretion of the Mayor.

Speakers are expected to submit "Request to Speak" forms five minutes prior to the time the item they wish to address is dealt with by Council.

LHR/1s
Office of the City Clerk

City Manager
Ronald L. Ballard



CITY OF SANTEE

Council
Jack Doyle, Mayor
Jim Bartell
Mike Clark
Pat Gallardo
Gerry Solomon

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 86-1
DATE: May 14, 1986
INITIATED BY: Loretta H. Roper, City Clerk *By LAR*
REVIEWED BY COUNCIL: May 14, 1986
APPROVED BY COUNCIL: May 14, 1986
INCLUDED IN L.P.M.: May 14, 1986

SUBJECT: Procedures for Corrections on City Council Minutes

PURPOSE: To provide guidelines for corrections to Minutes

POLICY DISCUSSION:

Persons requesting corrections to City Council Minutes shall convey their request to the City Clerk for review and consideration in regard to the existing record. (i.e., notes, action sheets, tapes)

1. The request shall identify the date of meeting, Minute page affected and item number.
2. Minor non-substantive requests for corrections may be made orally to the City Clerk or Deputy City Clerk.
3. Substantive correction requests shall be made in writing, and signed, dated and conveyed to the City Clerk or Deputy City Clerk.

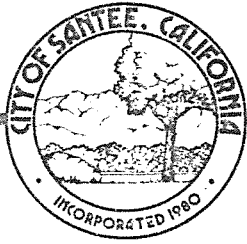
Following review of the applicable record, the City Clerk shall respond to the person requesting the correction and either approve or deny the request. If the correction has been approved, the City Clerk shall apprise Council before the Minutes are approved by advising orally at the Council Meeting or presenting a correction page to Council Members.

If the correction relates to a previously approved set of Minutes, and is approved by the City Clerk, the City Clerk shall provide a staff report of justification via the City Council Agenda Consent Calendar.

Anyone desiring to appeal the City Clerk's ruling on a correction may present their request in writing to the Mayor for Council consideration.

City Manager
Ronald L. Ballard

Mayor
Jack Doyle
City Council
Jim Bartell
Mike Clark
Jack E. Dale
Roy A. Woodward



CITY OF SANTEE

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 86-2

DATE: January 7, 1987

INITIATED BY: Loretta H. Roper, City Clerk *LHR*

REVIEWED BY COUNCIL: December 10, 1986

APPROVED BY COUNCIL: December 10, 1986

INCLUDED IN L.P.M.: January 7, 1987

SUBJECT: TIME PERIOD FOR TESTIMONY RECEIVED BY THE CITY COUNCIL

PURPOSE: To update original 1982 Policy, clarify group presentation time allotted and add reference to 1986 Brown Act requirements if matters raised by public at Council meeting.

POLICY DISCUSSION:

Other than applicants making a formal presentation as part of the Public Hearing process, it shall be the policy of the City Council to limit the time available to speakers to a maximum of three (3) minutes for any one person. Speakers wishing to address the Council shall complete slips and submit same to the City Clerk indicating the agenda item they wish to address and the amount of time needed for their testimony. If, in the judgment of the Mayor, an individual speaker is in the process of making a salient point and his/her time runs out, the Mayor may extend the time no more than two (2) minutes for the person to complete his/her testimony.

Multiple speakers wishing to address a single item may designate a spokesperson and yield time to a single individual provided that a single spokesperson shall be accorded no more than (15) minutes (plus a 2 minute extension by the Mayor if applicable) of time to complete his/her testimony. Individuals wishing to designate a single spokesperson to whom they wish to yield time shall so indicate on the speaker slip submitted to the City Clerk (i.e. Individuals must designate the spokesperson on the speaker slip to whom time is being yielded).

Organized group presentations with more than four speakers are limited to 15 minutes.

(CONTINUED)

LPM 86-2

Page 2

January 7, 1987

Applicants for Public Hearing Items shall be accorded no more than twenty minutes to present testimony relative to individual agenda items. Applicants will also submit a speaker slip on which is contained the amount of time required for their presentation and the parties to present the same. (This does not preclude the Council from asking questions of the applicant following conclusion of the applicant's formal presentation). Council questions shall not be considered as part of the time available to individual applicants for testimony. Further, members of the Council shall refrain from interrupting individual speakers for questions until the speaker has completed his/her formal presentation.

It shall be the Mayor's responsibility to request monitoring by the City Clerk of the time utilized by individual speakers pursuant to this legislative policy and the City Clerk shall appropriately notify individual speakers when their allotted time has expired. A timing device may be utilized by the City Clerk to fulfill this responsibility if such a device is necessary.

Per implementation of 1986 Brown Act open meeting requirements, unless Council votes to hear a public-raised matter not on the posted agenda the same Council Meeting, any matter raised by the public shall be automatically referred to staff for resolution or placement on next Council Meeting Agenda.

City Manager
D. L. Ballard



CITY OF SANTEE

Mayor
Jack E. Dale
City Council
Jim Bartell
Lori Howard
James A. Romine
Hal Ryan

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM 95-1

INITIATED BY: Council Member James A. Romine & Vice Mayor Jim Bartell

REVIEWED AND APPROVED BY COUNCIL (Date): February 22, 1995

INCLUDED IN LPM (Date): March 1, 1995 *JKK*

SUBJECT: COUNCIL MEETING PROCEDURES, TERMS AND DEFINITIONS

Purpose:

To establish uniform guidelines, terms and definitions to be used by Council Members during Council Meetings.

Policy Discussion:

The City has never adopted Robert's Rules of Order for parliamentary procedure, preferring to allow more flexibility in processing meeting matters. In order to clarify unwritten procedures, the attached *List of Terms & Definitions-Meeting Procedures* and *Meeting Procedures* were revised and adopted by Council at its February 22, 1995 meeting, and implemented effective immediately.

Santee City Council

LIST OF TERMS & DEFINITIONS - MEETING PROCEDURES

1. **Amend:** Change a motion only if the maker of the motion agrees.
2. **Call for the Question:** End debate and vote on the issue; requires 3 votes.
3. **Division of the Motion:** (Sometimes called splitting the motion)

Dividing a motion into two or more propositions: A motion may be split whenever the motion contains two or more parts, each of which may stand alone as a complete proposition, if the other(s) is(are) removed. Each separate question must be a proper one for the Council to act upon, even if the other(s) is(are) not adopted.
4. **Note and File:** File the matter.
5. **Point of Information:** Request information.
6. **Point of Order:** Protest a breach of rules or conduct.
7. **Point of Personal Privilege:**

Concern about inability to hear, noise or a problem; where integrity, character or motives are questioned or where the welfare of the Council is concerned.
8. **"Pulling"** an item off the Consent Calendar of the Agenda:

Removing an item from group considered routine or noncontroversial for separate action.
9. **Reconsideration:**

Return of an item at a future meeting scheduled for a date certain (Legislative Policy Memorandum 81-3).
10. **Table** an item: Temporarily suspend consideration of an issue
11. **Trail** the item: Deal with the item later as specified.
12. **Withdrawal of Motion:**

Withdrawn by mover without consent of the Councilpersons.

Santee City Council

MEETING PROCEDURES

- (1) A **Rule Change** must be announced by the Mayor or requested by a Council Member before the item is heard. No rule change is allowed until after item is heard and vote is taken on the item.
- (2) All **rule changes must come before Council** for approval. No unilateral rulemaking shall occur.
- (3) **Substitute motions** are prohibited.
- (4) Requests to **split motions** into separate actions will be honored by the Mayor at any time at the request of any Council Member.
- (5) **Amendments** to motions are prohibited without the approval of the maker of the motion.

2/15/95