

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

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



CITY COUNCIL

Mayor John W. Minto  
Vice Mayor Rob McNelis  
Council Member Ronn Hall  
Council Member Laura Koval  
Council Member Dustin Trotter

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

**\*\*\*\*GOVERNOR'S EXECUTIVE ORDER N-29-20\*\*\*\*  
\*\*RE CORONAVIRUS COVID-19\*\***

**This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act.**

**In an effort to protect public health and prevent the spread of COVID-19, the City Council meeting on Wednesday, January 13, 2021, will be conducted via webinar and telephonically.**

**To watch the meeting via webinar please click on this link:  
<https://attendee.gotowebinar.com/register/1863476908139345424>**

**To listen to the City Council meeting telephonically please call:  
(619) 678-0714  
NOTE: A pin number will be required, please enter 690-558-400#.**

**LIVE PUBLIC COMMENT:**

**Members of the public who wish to comment on matters on the City Council agenda or during Non-Agenda Public Comment may register for the webinar with the link above and email the City Clerk at [CITYCLERK@CITYOFSANTEECA.GOV](mailto:CITYCLERK@CITYOFSANTEECA.GOV) with the name that you registered with and the item(s) you wish to speak on. The City Clerk will call the name when it is time to speak.**

**\*\*Public Comment will be limited to 3 minutes and will continue to be accepted until the item is voted on. The timer will begin when the participant begins speaking.**

**Please review the  
COVID-19 webpage ([Http://Cityofsanteeca.Gov/Our-City/Public-Notice](http://Cityofsanteeca.Gov/Our-City/Public-Notice))  
for updates both before and during the Council meeting.**

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**Wednesday, January 13, 2021  
6:30 PM**

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

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Regular City Council Meeting – 6:30 p.m.

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

**LEGISLATIVE INVOCATION:** Carlton Hills Evangelical Lutheran Church – Reverend  
Andreas Walker-Thode

**PLEDGE OF ALLEGIANCE**

**ADJOURNMENT IN MEMORY:** Rich Setzer

**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 Meeting Minutes of the Santee City Council for the November 18, 2020, and December 9, 2020, Regular Meetings. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Adoption of a Resolution Authorizing the Appropriation and Expenditure of Fiscal Year 2019 State Homeland Security Grant Funds in Accordance with all Program Requirements and Approving the Purchase of Seven Panasonic Toughbook CF-33 Computers and Related Equipment from CDCE, Inc., Utilizing National Association of State Procurement Officials (NASPO) Master Agreement MNWNC-124, in an Amount Not to Exceed \$35,848.17. (Fire – Garlow)**
- (5) **Adoption of a Resolution Authorizing the City Manager to Execute a Public Right-of-Way Improvement Agreement for Public Improvements Associated with the Cuyamaca Service Station Located at 8617 Cuyamaca Street. Related Case Files: P2017-2, MR2019-1, VME2019-1. (Development Services – Kush)**

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

*Persons 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. This first Non-Agenda Public Comment period is limited to a total of 15 minutes. Additional Non-Agenda Public Comment is received prior to Council Reports.*

**PUBLIC HEARING:**

- (6) Continued Public Hearing Considering a Disposition and Development Agreement (DDA) Between the City of Santee and Excel Acquisitions, LLC, for Development of Real Property Known as Parcel 4 of Parcel Map 18857 Located in Trolley Square. (City Manager – Best)**

Recommendation:

Open the Public Hearing and continue it to March 24, 2021.

**CONTINUED BUSINESS:**

- (7) Termination of Local Emergency Proclaimed Due to Fire Risk in Mast Park West and Mast Park East. (City Manager – Best)**

Recommendation:

Adopt the Resolution terminating the local emergency.

- (8) Resolution Continuing the Local Emergency Proclaimed Due to the Failure of a Corrugated Metal Pipe (CMP) Between 9351 and 9359 Carlton Hills Boulevard. (City Manager – Best)**

Recommendation:

Adopt the Resolution continuing the local emergency proclaimed due to failure of the corrugated metal pipe between 9351 and 9359 Carlton Hills Boulevard.

- (9) Extension of Rent Payment Adjustment – Sportsplex USA. (City Manager – Best)**

Recommendation:

Staff recommends that the City Council consider an extension to the payment adjustments.

- (10) **Resolution Approving and Adopting a Side Letter to the Memorandum of Understanding Between the City and the Santee Firefighters' Association, Approving COVID-19 Administrative Leave for General Employees, and Approving the Extension of Limited Pandemic Leave. (Human Resources – Hardy)**

Recommendation:  
Adopt the Resolution.

**NEW BUSINESS:**

- (11) **Report of Community Oriented Policing Committee on Diversity, Equity and Inclusion Program. (City Manager – Best)**

Recommendation:  
Receive report and provide direction to staff.

- (12) **Acceptance of Certificate of Sufficiency for the Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020) and Request for Further Direction from City Council Pursuant to Elections Code 9241. (City Clerk – Ortiz)**

Recommendation:

1. Receive, accept, and file the Certificate of Sufficiency, and
2. Consider adopting one of the four Resolutions. Those Resolutions are as follows: (1) repealing Resolution 094-2020 (Option 1); (2) adding Resolution 094-2020 to the November 2022 Ballot (Option 2); (3) adding Resolution 094-2020 to the November 2022 Ballot, with direction to City Attorney, City Clerk and City Manager to cooperate with elections officials to take any necessary action to address the allegations, and acknowledging the possible need to reconsider the Council's action (Option 3); or (4) Calling a Special Election (Option 4).

- (13) **Resolution for Local Control of Land Use Issues. (Council Member Koval)**

Recommendation:  
Consider adoption of the Resolution supporting Local Control of Land Use Issues and direct staff to forward to appropriate offices.

- (14) **Appointment of Representatives for Council Committees. (Mayor Minto)**

Recommendation:  
Vote on Mayor Minto's Council Committee recommendations.



**(15) Possible Cancellation of a Regular City Council Summer Meeting and the Regular Meeting of September 22, 2021. (City Clerk – Ortiz)**

Recommendation:

Identify preferred date for meeting cancellation and direct the City Clerk to post a Notice of Meeting Cancellation at the appropriate times.

**(16) Resolution Authorizing the City Manager to Execute Amendments to the Professional Services Agreement with Ebbin, Moser & Skaggs, LLP, for Services Associated with Preparation of the City’s Subarea Plan that are Developer or Grant Funded. (Development Services – Kush)**

Recommendation:

Adopt the Resolution affirming the First Amendment to the Professional Services Agreement with Ebbin, Moser & Skaggs, LLP, and authorizing the City Manager to execute future amendments to the Agreement for additional work on the Subarea Plan that is fully funded by developers or grants.

**NON-AGENDA PUBLIC COMMENT (Continued):**

*All public comment not presented within the first Non-Agenda Public Comment period above will be heard at this time.*

**CDC SUCCESSOR AGENCY:**

**(17) Resolution of the Community Development Commission Successor Agency Approving the Recognized Obligation Payment Schedule for the Period from July 1, 2021 to June 30, 2022 (“ROPS 21-22”).**

Recommendation:

Adopt the Resolution.

**CITY COUNCIL REPORTS:**

**CITY MANAGER REPORTS:**

**CITY ATTORNEY REPORTS:**

**CLOSED SESSION:**

**(18) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Government Code section 54956.9(d)(1))

Name of case: Santee Trolley Square 991, LLP v. City of Santee et al.

Case Number: 37-2020-00007895-CU-WM-CTL

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

(Government Code section 54956.8)

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

City Negotiator: City Manager

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

Under Negotiation: Price and terms of payment

**(20) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

Name of Case: Daniel Bickford v. Van Collinsworth, Preserve Wild Santee, Stephen Houlahan, et al.

Case Number: 37-2020-00044988-CU-MC-CTL

**ADJOURNMENT:**

**BOARDS, COMMISSIONS & COMMITTEES**  
**JANUARY & FEBRUARY**  
**MEETINGS**

Jan	07	SPARC	Virtual/Telephonic
Jan	11	Community Oriented Policing Committee	Virtual/Telephonic
Jan	13	Council Meeting	Virtual/Telephonic
Jan	27	Council Meeting	TBD
Feb	04	SPARC	TBD
Feb	08	Community Oriented Policing Committee	TBD
Feb	10	Council Meeting	TBD
Feb	24	Council Meeting	TBD

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

**For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City’s website at [www.CityofSanteeCA.gov](http://www.CityofSanteeCA.gov).**

*The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk’s Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.*

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

**Adjournment**

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **ADJOURNMENT IN MEMORY: RICH SETZER**

**DIRECTOR/DEPARTMENT**      John W. Minto, Mayor

**SUMMARY**

Tonight's meeting will be adjourned in memory of Rich Setzer. A former lieutenant in the U.S. Navy, in which he served from 1969 to 1990, Setzer also was involved with the American Legion and the San Diego Veterans Coalition. He passed away due to complications from Covid-19. Most notably, he was known for his dedication to volunteering and loyalty to the military. Both passions came together with two nonprofits he supported – Dogs on Deployment and Tools4Troops.

Rich was a fan of dogs and helped Santee start the fantastic Fido Fest event. He was devoted to working with Dogs on Deployment, which helps service members find foster homes for their family pets when they are deployed. Tools4Troops provides tools to veterans to improve their access to employment opportunities. Setzer collected used tools and distributed them to veterans in the area.

Richard Charles Setzer was born July 27, 1951, in Philadelphia and served in the Navy for 21 years, beginning his career as a hospital corpsman and ending as a lieutenant working as a computer specialist in the Medical Service Corps. He graduated from George Washington University, earning a bachelor's degree in health care administration. He also went through Naval Postgraduate School at Monterey, graduating with a master's degree in information systems. He moved with his wife Jean to Santee in 1986 and has attended Carlton Hills Lutheran Church for more than 30 years, serving on the church council.

Throughout his life, family has always been an integral part of who Rich was. His sense of humor was known to all. In his time of serving others, he was never too busy to stop and have the time for a good conversation. It was this characteristic that endeared him to so many.

Rich is survived by his wife Jean of 46 years, son Brian; daughter Marsha, granddaughter Charlotte Arias, brother Ken and his wife, Mary; foster brother Alan Gyles; mother-in-law Lois Stark; sister-in-law Joan Gullo and her husband, Dennis; brother-in-law Dick Stark and his wife, Judy; eight nieces and nephews; and numerous first and second cousins and friends all around the country.

A Certificate of Adjournment has been prepared and will be mailed to Rich's family.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** <sup>msb</sup>      Adjourn in memory of Rich Setzer.

**ATTACHMENTS**

Certificate of Adjournment.



# *In Deepest Sympathy*

*The Santee City Council on January 13, 2021 adjourned in the memory of*

## Rich Setzer

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Mayor

John W. Minto

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Vice Mayor  
Rob McNelis

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Council Member  
Ronn Hall

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Council Member  
Laura Koval

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Council Member  
Dustin Trotter






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

**Item 1**

**MEETING DATE**      January 13, 2021

**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, 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**     January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**     **APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE NOVEMBER 18, 2020, AND DECEMBER 09, 2020, REGULAR MEETINGS.**

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

**SUMMARY**

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

**FINANCIAL STATEMENT**     N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENT**

- Regular Meeting Minutes
- November 18, 2020
  - December 09, 2020



# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
November 18, 2020**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 6:30 p.m.

**ROLL CALL:** Present: Mayor John W. Minto, Vice Mayor Laura Koval and Council Members Ronn Hall, Stephen Houlahan and Rob McNelis – 5.

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

**INVOCATION** was given by Pastor Marshall Masser – Lakeside Christian Church

**PLEDGE OF ALLEGIANCE** was led by Mayor Minto

**CONSENT CALENDAR:**

- (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 Meeting Minutes of the Santee City Council for the October 28, 2020, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$107,840.00 for October 2020 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974. (City Clerk – Ortiz) (Reso 120-2020)**
- (6) **Adoption of a Resolution Amending the Salary Schedule for Hourly, General and Management Employees to Reflect an Increase in the California Minimum Wage Rates. (Human Resources – Hardy) (Reso 121-2020)**
- (7) **Claim Against the City by Jane Crowe. (Human Resources – Hardy)**

- (8) **Rejection of Bids for Sky Ranch Park Irrigation Pump Station (RFB 20/21-20050). (Community Services – Maertz)**
- (9) **Adoption of a Resolution Authorizing the Installation of a School Loading Zone on Ellsworth Lane for PRIDE Academy. (Development Services – Kush) (Reso 122-2020)**

**ACTION:** Council Member McNelis moved approval of the Consent Calendar.

Vice Mayor Koval seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

- (A) Dee Finley spoke regarding issues with permits, theft, vandalism and code enforcement.
- (B) Michelle Perchez expressed appreciation to Council Member Houlahan for his service on the Council.
- (C) Mary Hyder expressed appreciation to Council Member Houlahan for his service on the Council.
- (D) Janet Garvin stated she is impressed with the work from the Community Oriented Policing Committee (COMPOC) and the subcommittee; expressed appreciation to Council Member Houlahan for his service on the Council.

**PUBLIC HEARING:**

- (10) **Resolution Amending the Program Year (PY) 2019 Annual Action Plan and the Program Year 2020 Annual Action Plan. (Development Services – Kush) (Reso 123-2020)**

The Public Hearing was opened at 6:44 p.m. The Director of Development Services introduced the Item and the Senior Management Analyst provided a PowerPoint presentation.

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

Council Member Hall seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

The Public Hearing was closed at 6:48 p.m.

- (11) **Continued Public Hearing Considering a Disposition and Development Agreement (DDA) Between the City of Santee and Excel Acquisitions, LLC, for Development of Real Property Known as Parcel**

**4 of Parcel Map 18857 Located in Trolley Square. (City Manager – Best)**

The Public Hearing was opened at 6:48 p.m. The City Manager presented the Item and responded to Council questions.

**PUBLIC SPEAKER:**

- Mary Hyder

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

Council Member Hall seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

The Public Hearing was continued at 6:52 p.m. to January 13, 2021.

**CONTINUED BUSINESS:**

- (12) **Resolution Continuing the Fire Risk Emergency in Mast Park West and Expanding the Emergency to Mast Park East, Authorizing the Construction of a Second Firebreak Along the South Property Boundary of Mast Park East Abutting the Residential and Commercial Structures on Willowgrove Avenue (East of Carlton Hills Boulevard), Waiving the Requirement for Competitive Bidding, Appropriating Funds, and Authorizing the City Manager to Enter into Contracts to Construct a Second Firebreak. (City Manager – Best) (Reso 124-2020)**

Vice Mayor Koval registered an abstention, muted her microphone and turned off her camera.

The City Manager introduced the Item and the Fire Chief provided a PowerPoint presentation and responded to Council questions.

Council Member Hall stated he would like staff to enforce brush clean up in the City.

Council Member Houlahan concurred that the City needs to clean up the brush.

Council Member McNelis suggested utilizing drones to see which areas are danger zones.

Mayor Minto suggested creating a comprehensive plan moving forward, to be brought back to Council.

**ACTION:** Council Member Houlahan moved approval of staff recommendation.

Council Member Hall seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Abstain; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 4. Noes: 0. Abstain: 1.

Vice Mayor Koval rejoined the meeting.

**NEW BUSINESS:**

- (13) Appropriation for November 3, 2020 Election Costs and for Signature Verification of the Referendum Against City Council Resolution No. 094-2020 (Fanita Ranch General Plan Amendment). (City Clerk/Finance – Ortiz/McDermott)**

The City Clerk provided a PowerPoint presentation and responded to Council questions.

Vice Mayor Koval inquired whether there is a process to recoup some of costs that were increased due to the unfunded mandate from the Governor's office, to which the City Attorney responded that there is a process.

**PUBLIC SPEAKER:**

- Mary Hyder

**ACTION:** Council Member Houlahan moved approval of staff recommendation.

Council Member Hall seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

- (14) Authorize an Agreement for Professional Services Between the City of Santee and Fireworks and Stage FX America. (Community Services – Maertz)**

The Director of Community Services introduced the Item and the Management Analyst provided the staff report and responded to Council questions.

**PUBLIC SPEAKER:**

- Mary Hyder

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

Council Member Houlahan seconded the motion, which carried by the following roll call vote: Ayes: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT: (Continued)**

None.

**CITY COUNCIL REPORTS:**

Vice Mayor Koval attended the White House Office of Intergovernmental Affairs conference call and read some highlights from the Surgeon General's recommendations.

**CITY MANAGER REPORTS:**

The City Manager reminded the public and Council about the City of Santee's 40<sup>th</sup> birthday celebration on Tuesday, December 1, 2020, and various holiday events.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

Council Members recessed at 7:28 p.m. and convened in Closed Session at 7:29 p.m.

- (15) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
(Government Code Section 54956.9(d)(4))  
Initiation of litigation (one case): Richard Brooks, 8845 Carmir Drive

Council Members reconvened in Open Session at 7:36 p.m. with all members present. Mayor Minto reported direction was given by unanimous vote to move forward with litigation on Item 15.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 7:37 p.m.

Date Approved:

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Annette Ortiz, CMC, City Clerk

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
December 9, 2020**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 6:30 p.m.

**ROLL CALL:** Present: Mayor John W. Minto, Vice Mayor Laura Koval and Council Members Ronn Hall, Stephen Houlahan and Rob McNelis – 5.

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

**INVOCATION** was given by Todd Tolson – Riverview Community Church

**PLEDGE OF ALLEGIANCE** was led by Mayor Minto

**CONSENT CALENDAR:**

The City Manager requested an emergency item be added to the Agenda.

- (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 \$71,321.61 for November 2020 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (4) **Award of Contract for Sidewalk Cutting and Repair Services to BPR Inc., per BID #20/21-20051 for an Amount Not to Exceed \$37,872.00 for the Remainder of Fiscal Year 2020-21 (January 1, 2021 Through June 30, 2021) and \$37,872.00 for Fiscal Year 2021-22. (Community Services – Maertz)**
- (5) **Claim Against the City by Sabrina Sampson. (Human Resources – Hardy)**
- (6) **Authorization of a Professional Services Agreement with Harris & Associates for Planning and Environmental Consulting Services Related to an Update to the Safety Element of the General Plan for an Amount Not to Exceed \$30,000.00. (Development Services – Kush)**

**ACTION:** Mayor Minto moved to add the emergency item to the Agenda as Item 13.

Council Member McNelis seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

**ACTION:** Vice Mayor Koval moved approval of the Consent Calendar.

Council Member Hall seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

- (A) Kevin Prescott spoke regarding the need for updating and an ADA access to the skate park.
- (B) Daniel Bickford spoke regarding the results of the local election.

**CONTINUED BUSINESS:**

- (7) **Consideration of Extension of the Exclusive Negotiation Agreement (ENA) Between the City of Santee and Excel Acquisitions, LLC, for Development of Real Property Known as Parcel 4 of Parcel Map 18857 Located in Trolley Square. (City Manager – Best)**

The City Manager presented the staff report and responded to Council questions.

**ACTION:** Council Member Hall moved approval of staff recommendation.

Vice Mayor Koval seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.

- (8) **Resolution Authorizing the City Manager to Execute a Fifth Amendment to the Disposition and Development Agreement (DDA) Between the City of Santee and Eneract, LLC, for Development of Real Property Known as Parcel 3 of Parcel Map 20177 Located North of Town Center Parkway Between Cuyamaca Street and Riverview Parkway in Santee, California [Assessor's Parcel No. 381-050-66] (Cinema Parcel). (City Manager – Best) (Reso 125-2020)**

The City Manager presented the staff report.

**ACTION:** Council Member Hall moved approval of staff recommendation.



Mayor Minto seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: Aye; and McNelis: Aye. Ayes: 5. Noes: 0.



## OATH OF OFFICE & CELEBRATION OF SERVICE CEREMONY

### (9) Declaration of Election Results for the November 3, 2020, General Municipal Election. (City Clerk – Ortiz) (Reso 126-2020)

The City Clerk presented the staff report and announced the November 3, 2020, election results. The General Municipal Election was held for the purpose of electing a Santee Mayor and City Council Members for Districts 3 and 4, and for Measures N, Q and R. For Mayor and Measures N, Q and R, 32,600 ballot cards were cast; in District 3: 8,085 ballot cards were cast; and in District 4: 8,683 ballot cards were cast.

The votes were as follows:

Mayor – John W. Minto received 16,020 votes for a four-year term  
District 3 – Laura Koval received 5,842 votes for a four-year term  
District 4 – Dustin Trotter received 3,920 votes for a four-year term

Measure N – Received 51.49% Yes votes  
Measure Q – Received 64.01% Yes votes  
Measure R – Received 67.45% Yes votes

**ACTION:** Council Member McNelis moved approval of adopting Resolution Option B.

Vice Mayor Koval seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor Koval: Aye; and Council Members Hall: Aye; Houlahan: No; and McNelis: Aye. Ayes: 4. Noes: 1.

### (10) Administration of Oath of Office, Installation of Mayor, Member of the City Council, District 3, and Member of the City Council, District 4 and Presentation of Certificates of Election. (City Clerk – Ortiz)

The City Clerk administered the Oath of Office to Mayor Minto and Council Members Koval and Trotter. The City Clerk presented a video of a ceremonial Oath of Office.

**ROLL CALL:** Mayor John W. Minto  
Council Members Ronn Hall, Laura Koval, Rob McNelis and Dustin Trotter.

**(11) Selection of Mayor Pro Tempore (Vice Mayor). (City Clerk – Ortiz)**

The City Clerk presented the staff report.

**ACTION:** Council Member Koval moved approval of staff recommendation.

Council Member Trotter seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; and Council Members Hall: Aye; Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**(12) Celebration in Honor of Council Member Stephen Houlahan. (City Clerk – Ortiz)**

The City Clerk presented a video honoring former Council Member Houlahan.

Emergency Item Added to the Agenda:

**(13) Resolution Proclaiming a Local Emergency, Authorizing Immediate Repair of Corrugated Metal Pipe (CMP) between 9351 and 9359 Carlton Hills Boulevard, Waiving the Requirement for Formal Bidding and Authorizing the City Manager to Enter into Contracts to Complete the Necessary Repair or Replacement of the Storm Drain System. (City Manager – Best) (Reso 127-2020)**

The City Manager presented a PowerPoint presentation and responded to Council questions.

**ACTION:** Council Member Koval moved approval of staff recommendation.

Vice Mayor McNelis seconded the motion, which carried by the following roll call vote: Mayor Minto: Aye; Vice Mayor McNelis: Aye; and Council Members Hall: Aye; Koval: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT: (Continued)**

None

**CITY COUNCIL REPORTS:**

Council Member Koval requested staff bring back to Council, a recommendation and Resolution for local control for land use decisions and asked for Council support.

Mayor Minto requested that staff provide Council Member Trotter with a sample of the document referred to by Council Member Koval.

Vice Mayor McNelis urged the reopening of youth sports and facilities in the City of Santee.

Council Member Hall wished everyone a Happy Holiday.

Mayor Minto reported that Mayor Richard Bailey, Coronado, drafted a letter signed by a number of Mayor's from San Diego County to the Governor, to request in support that businesses should not be shut down that are not contributing to the increase in numbers of the pandemic.

**CITY MANAGER REPORTS:**

The City Manager congratulated the new and re-elected Council and Vice Mayor McNelis for his new role; she also reported on the positive feedback from the Sweet Treats Day in Santee.

**CITY ATTORNEY REPORTS:**

The City Attorney congratulated the new and re-elected Council and wished everyone a Happy Holiday.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 7:39 p.m.

Date Approved:

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Annette Ortiz, CMC, City Clerk

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

**Item 3**

**MEETING DATE** January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE** PAYMENT OF DEMANDS

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

**SUMMARY**

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

**FINANCIAL STATEMENT** *TM*

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

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** *MSB*

Approve the payment of demands as presented.

**ATTACHMENTS (Listed Below)**

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

Payment of Demands  
Summary of Payments Issued


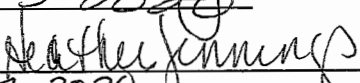
<u>Date</u>	<u>Description</u>	<u>Amount</u>
11/23/2020	Accounts Payable	\$ 9,382.34
12/01/2020	Retiree Health	5,385.00
12/01/2020	Accounts Payable	24,916.70
12/02/2020	Accounts Payable	1,627,797.82
12/02/2020	Accounts Payable	205,353.90
12/03/2020	Payroll	377,015.47
12/04/2020	Accounts Payable	34,023.60
12/07/2020	Accounts Payable	109,245.69
12/08/2020	Accounts Payable	120,710.98
12/08/2020	Accounts Payable	842.70
12/09/2020	Accounts Payable	220,788.51
12/15/2020	Accounts Payable	13,324.59
12/17/2020	Payroll	378,245.57
12/17/2020	Accounts Payable	1,080,380.84
12/17/2020	Accounts Payable	8,713.96
12/17/2020	Accounts Payable	24,580.85
12/21/2020	Accounts Payable	144,544.17
12/22/2020	Accounts Payable	120,553.55
12/30/2020	Accounts Payable	213,405.19
12/30/2020	Accounts Payable	11,591.21
12/31/2020	Payroll	396,001.17
12/31/2020	Retiree Health	5,385.00
	TOTAL	<u>\$5,132,188.81</u>

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

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

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
867	11/23/2020	10482 TRISTAR RISK MANAGEMENT	111266		WORKERS' COMPENSATION	9,382.34
<b>Total :</b>						<b>9,382.34</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b> 9,382.34
1 Vouchers in this report						<b>Total vouchers :</b> 9,382.34

Prepared by:   
Date: 12-3-2020  
Approved by:   
Date: 12-7-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126255	12/1/2020	10001 US BANK	0024		CAR WASH SUPPLIES	32.33
			005133		OFFICE SUPPLIES	45.42
			008861		TRUCKS & TREATS	19.98
			009750		POSTAGE FEE	26.35
			01098		MEMORIAL BENCH SUPPLIES	79.30
			020272		CAR WASH SUPPLIES	149.76
			0211002-IN		EQUIPMENT SUPPLIES	10.78
			02363		CEMENT	182.70
			02673		PICNIC TABLE SUPPLIES	921.10
			0673		TRUCKS & TREATS	68.63
			0673039		JANITORIAL SUPPLIES	144.49
			0841818		MATERIALS & SUPPLIES	94.18
			09877		GRAFFITI ABATEMENT	114.25
			0XL225812F815093E		CPRS DISTRICT 12 NOVEMBER W/	10.00
			10/07/2020		CPRS RENEWAL	1,300.00
			10/19/2020		IRS 1099 COMPLIANCE	199.00
			10/31/2020		NRPA RENEWAL	675.00
			1006389		SIGNAGE	106.68
			1020146		PLAQUE	216.45
			1020151		SIGN	15.10
			1054669		CUSTODIAL SUPPLIES	64.62
			1061051		ALARM BATTERIES	78.66
			11052020		SUPPLIES	72.19
			111-0798874-2390635		VEHICLE REPAIR PART	520.21
			111-3307665-8260219		FIREFIGHTING SUPPLIES	69.43
			111-7209489-2281008		VEHICLE REPAIR PARTS	840.40
			11220		MEETING SUPPLIES	10.85
			11268429		EQUIPMENT REPAIR	123.90
			113-3772636-1880202		HEADSET	187.49
			113-6835050-7786639		EQUIPMENT SUPPLIES	143.70
			113-8218411-5664207		STATION SUPPLIES	96.94
			114-0859088-1591463		VEHICLE EQUIPMENT	37.66
			114-5799334-8076209		STATION SUPPLIES	56.00
			114-6000314-5305061		FITNESS EQUIPMENT	203.82
			1208175370		ONLINE MEETING SOFTWARE	129.35
			1208180230		ONLINE MEETING SOFTWARE	129.35



Bank code : ubgen


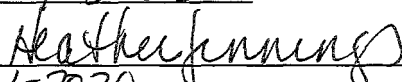
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126255	12/1/2020	10001 US BANK	(Continued)			
			1208185958		ONLINE MEETING SERVICES	37.95
			125738		TRAINING MATERIALS	296.00
			126032277		BUSINESS CARDS	56.73
			137689		COMMUNICATION EQUIPMENT	1,202.44
			13973		CPR CARDS	450.00
			150955		CREEK FIRE	95.74
			15274		FENCE REMOVAL	118.20
			16148		FAUCET REPLACEMENTS	413.11
			17XB3W		LIGHTNING COMPLEX FIRE	78.40
			1855-9580		LEAGUE OF CA CITIES	50.00
			1868203		ROPE	146.48
			19800		MATERIALS & SUPPLIES	14.57
			200020318		TELESTAFF SECURITY	149.00
			2078227002		ONLINE MEETING SERVICE	86.84
			2447422		DISPOSABLE GLOVES	131.24
			2494631		OFFICE SUPPLIES	99.01
			2509000		TRUCKS & TREATS	52.20
			259472866956880		CALPELRA CONFERENCE	620.00
			2686010		SANITIZER DISPENSERS COVID	1,873.11
			2750		BARRICADE REPAIR	74.49
			2863218089A		TEEN CENTER FURNITURE	756.34
			2863218089B		TEEN CENTER FURNITURE	672.24
			3185073		APA WEBINAR	30.00
			36358		SMALL TOOLS	94.00
			37438		PAINT SUPPLIES	101.85
			37446		SMALL TOOLS	289.85
			38644		SHOP SUPPLIES	86.44
			3870632A		TEEN CENTER FURNITURE RETUR	-77.58
			3870632B		TEEN CENTER FURNITURE RETUR	-77.58
			3870632C		TEEN CENTER FURNITURE RETUR	-77.58
			3870632D		TEEN CENTER FURNITURE RETUR	-193.95
			394		TEEN CENTER SUPPLIES	88.29
			394710		SMALL TOOLS - JUMP BOXES	188.54
			422523		CUSTODIAL SUPPLIES	420.10
			44170		CITY HALL REPAIRS	221.65
			46139		GRAFFITI ABATEMENT	98.72

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126255	12/1/2020	10001 US BANK	(Continued)			
			47992538		VEHICLE EQUIPMENT	813.44
			507571		VEHICLE REPAIR	144.95
			51699		MAST PARK	11.79
			55143-Z9H5J9		IPMA MEMBERSHIP- HARDY	156.00
			56565		VEHICLE DECALS	37.71
			56909		SHOP SUPPLIES	139.79
			57447955		STATION SUPPLIES	157.83
			58183-R7Y6J9		BUILDING A NEW VISION TOGETHE	50.00
			5921815		WATER FILTER	28.00
			60175106565002		MEMBERSHIP RENEWAL	370.00
			63		MEMBERSHIP RENEWAL	100.00
			6460250		GENERAL SPECIAL EVENTS	129.98
			66423		CRACK FILL MATERIALS	129.24
			67176		SHOP SUPPLIES	161.63
			709768		CUSTODIAL SUPPLIES	178.19
			709838		CUSTODIAL SUPPLIES	22.83
			758392		OFFICE SUPPLIES	57.13
			8629032		TEEN CENTER FURNITURE	36.54
			8629032A		TEEN CENTER FURNITURE	-20.57
			8629032B		TEEN CENTER FURNITURE	-36.54
			9/30/2020 Statement		LIGHTNING/OAK/AUGUST FIRES	3,905.56
			9114630		TEEN CENTER FURNITURE	835.00
			9114630R		TEEN CENTER FURNITURE RETUR	-835.00
			921133		DATE STAMPS	113.55
			93918		FOUNTAIN SUPPLIES	23.66
			94274		DOMAIN REGISTRATION	36.34
			948		LEAGUE OF CA CITIES	25.00
			9493810		CITY HALL MAINTENANCE	40.82
			95813		SHOP SUPPLIES	92.55
			99626		FIREBREAK SUPPLIES	43.63
			BBB6515017038		TRUCKS & TREATS	38.30
			E/3909785		CREEK FIRE	56.61
			E800		WESTON PARK OPENING	46.22
			FJ3L		VEHICLE REPAIR PARTS	48.48
			M1166320		VEHICLE MAINTENANCE	180.00
			ND4JQW65M2		SOCIAL MEDIA BOOSTS	156.98

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126255	12/1/2020	10001 US BANK	(Continued) O212483924 VQ7SEVNLB2		TRUCKS & TREATS FIRE PREV POSTER CONTEST	1,573.15 25.00
<b>Total :</b>						<b>24,916.70</b>
1 Vouchers for bank code : ubgen						<b>Bank total : 24,916.70</b>
1 Vouchers in this report						<b>Total vouchers : 24,916.70</b>

Prepared by:   
Date: 12-1-2020  
Approved by:   
Date: 12-1-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126256	12/2/2020	10412 AT&T	301053963		MAST PARK	80.25
					<b>Total :</b>	<b>80.25</b>
126257	12/2/2020	12496 BALL, BYRON	BB2020-08	53256	FESTIVE FRIDAYS	900.00
					<b>Total :</b>	<b>900.00</b>
126258	12/2/2020	13292 BORDER TIRE	8017163	53081	TIRES	1,238.28
					<b>Total :</b>	<b>1,238.28</b>
126259	12/2/2020	10021 BOUND TREE MEDICAL LLC	83815012	53230	EMS SUPPLIES	633.90
			83815014	53230	EMS SUPPLIES	4,278.54
			83837824	53230	EMS SUPPLIES	56.02
			83840997	53230	EMS SUPPLIES	1,236.86
			83842774	53230	MEDICAL SUPPLIES	267.99
					<b>Total :</b>	<b>6,473.31</b>
126260	12/2/2020	10693 BOYS & GIRLS CLUB OF EAST	1	53163	CDBG SUBRECIPIENT - CV RESPO	4,094.00
					<b>Total :</b>	<b>4,094.00</b>
126261	12/2/2020	11399 CABLE, PIPE, & LEAK DETECTION	10694-57982	53183	LEAK DETECTION	280.00
			10694-58857	53183	LEAK DETECTION	280.00
					<b>Total :</b>	<b>560.00</b>
126262	12/2/2020	13511 CAL UNIFORMS	8833	53082	CLASS A UNIFORM	672.58
					<b>Total :</b>	<b>672.58</b>
126263	12/2/2020	11190 CDCE INC	137777	53254	MODEM & WIRELESS ROUTER	1,249.90
					<b>Total :</b>	<b>1,249.90</b>
126264	12/2/2020	12349 CHOICE LOCKSMITHING	100620WHP	53114	LOCKSMITH SERVICES	95.00
			102020COS	53114	LOCKSMITH SERVICES	225.10
					<b>Total :</b>	<b>320.10</b>
126265	12/2/2020	12153 CORODATA RECORDS	RS4637808	53104	RECORD STORAGE, RETRIEVEL &	448.39
					<b>Total :</b>	<b>448.39</b>
126266	12/2/2020	11862 CORODATA SHREDDING INC	DN1289165	53115	SECURE DESTRUCTION SERVICES	42.87

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126266	12/2/2020	11862	11862 CORODATA SHREDDING INC		(Continued)	Total : 42.87
126267	12/2/2020	10333 COX COMMUNICATIONS	052335901 063453006 064114701 066401501 112256001		8950 COTTONWOOD AVE 9534 VIA ZAPADOR 8115 ARLETTE ST 10601 N MAGNOLIA AVE 9130 CARLTON OAKS DR	181.90 92.27 193.46 8.56 91.33 Total : 567.52
126268	12/2/2020	10608 CRISIS HOUSE	533	53214	CDBG SUBRECIPIENT	373.58 Total : 373.58
126269	12/2/2020	11168 CTE INC CLARK TELECOM AND	2550 2556 2582	53157 53157 53157	DIG ALERT MARK-OUTS STREET LIGHT REPAIRS STREET LIGHT KNOCKDOWN	422.96 358.90 2,647.61 Total : 3,429.47
126270	12/2/2020	12438 DIESEL PRINT CO, LLC	2427	53131	FOOD TRUCK CENTRAL	258.60 Total : 258.60
126271	12/2/2020	10795 DO, AARON	11232020		PARAMEDIC LICENSE RENEWAL	225.00 Total : 225.00
126272	12/2/2020	13442 EBBIN MOSER + SKAGGS LLP	4842	52777	MSCP SUBAREA PLAN	12,441.25 Total : 12,441.25
126273	12/2/2020	11509 VANDIVER, EDDIE	COS10312020	53258	TRUCKS & TREATS	500.00 Total : 500.00
126274	12/2/2020	10988 ESPINOLA, TOBY	11/09/20		CIP SUPPLIES - REIMBURSEMENT	57.22 Total : 57.22
126275	12/2/2020	10196 FIRE PREVENTION SERVICES INC	112320		WEED ABATEMENT	1,639.07 Total : 1,639.07
126276	12/2/2020	12760 FOCUS PSYCHOLOGICAL	SANTEE2020-10	53032	COUNSELING SERVICES	750.00 Total : 750.00

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126277	12/2/2020	12638 GEORGE HILLS COMPANY, INC.	INV1018983	53118	LIABILITY CLAIMS ADMINISTRATIO	1,352.60
					<b>Total :</b>	<b>1,352.60</b>
126278	12/2/2020	10256 HOME DEPOT CREDIT SERVICES	2151678	53088	STATION SUPPLIES	78.31
			8151716	53088	STATION SUPPLIES	7.50
			8151798	53088	STATION SUPPLIES	28.27
					<b>Total :</b>	<b>114.08</b>
126279	12/2/2020	11724 ICF JONES & STOKES INC	0150288	50991	MSCP SUBAREA PLAN	11,515.00
					<b>Total :</b>	<b>11,515.00</b>
126280	12/2/2020	10230 LOUNSBERY FERGUSON ALTONA &	304-04850-00001		ELECTION COUNSEL ATTORNEY FI	9,963.15
					<b>Total :</b>	<b>9,963.15</b>
126281	12/2/2020	10079 MEDICO PROFESSIONAL	20305418	53090	MEDICAL LINEN SERVICE	20.62
			20305420	53090	MEDICAL LINEN SERVICE	13.01
					<b>Total :</b>	<b>33.63</b>
126282	12/2/2020	12991 NATIONAL LIGHTING SUPPLY LLC	118006	53186	LIGHTING/ELECTRICAL SUPPLIES	379.37
			118921	53186	LIGHTING/ELECTRICAL SUPPLIES	135.77
					<b>Total :</b>	<b>515.14</b>
126283	12/2/2020	10308 O'REILLY AUTO PARTS	2968-375400	53013	SHOP SUPPLIES	8.61
					<b>Total :</b>	<b>8.61</b>
126284	12/2/2020	13056 PACIFIC SWEEPING	152594	53073	STREET SWEEPING SVCS	15,839.98
					<b>Total :</b>	<b>15,839.98</b>
126285	12/2/2020	11901 PECK'S HEAVY FRICTION INC	289453	53014	VEHICLE SUPPLIES	307.42
					<b>Total :</b>	<b>307.42</b>
126286	12/2/2020	14117 PLANCOM, INC	VAR2001A		REFUNDABLE DEPOSIT	502.04
					<b>Total :</b>	<b>502.04</b>
126287	12/2/2020	10101 PROFESSIONAL MEDICAL SUPPLY	B012349	53094	OXYGEN CYLINDERS & REFILLS	58.59
			B012348	53094	OXYGEN CYLINDERS & REFILLS	91.14
			B012350	53016	EMS SUPPLIES	118.54

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126287	12/2/2020	10101 10101 PROFESSIONAL MEDICAL SUPPLY	(Continued)			<b>Total : 268.27</b>
126288	12/2/2020	12062 PURETEC INDUSTRIAL WATER	1843363	53061	DEIONIZED WATER SERVICE	156.27 <b>Total : 156.27</b>
126289	12/2/2020	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF-SEPT 2020		LAW ENFORCEMENT SEPTEMBER	1,331,929.75 <b>Total : 1,331,929.75</b>
126290	12/2/2020	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8 2237 358 004 2 3422 380 562 8 4394 020 550 9 7990 068 577 7 8509 742 169 4		STREET LIGHTS TRAFFIC SIGNALS ROW / MEDIANS LMD PARKS CITY HALL GROUP BILL	31,659.23 4,938.21 216.98 2,661.50 19,452.33 8,793.24 <b>Total : 67,721.49</b>
126291	12/2/2020	11594 SAN DIEGO METROPOLITAN TRANSIT	7490		RACEWALK	750.00 <b>Total : 750.00</b>
126292	12/2/2020	10702 SANTEE SANTAS FOUNDATION INC	SSDF 20-003	53080	CDBG SUBRECIPIENT - FOOD DELI	5,829.54 <b>Total : 5,829.54</b>
126293	12/2/2020	10768 SANTEE SCHOOL DISTRICT	8818	53137	JOINT USE FIELDS - RIO SECO	1,246.89 <b>Total : 1,246.89</b>
126294	12/2/2020	13206 SHARP BUSINESS SYSTEMS	9003024526	53139	SHARP MAINTENANCE/COPIES	932.80 <b>Total : 932.80</b>
126295	12/2/2020	14038 SINGH GROUP INC	19916	53192	DEAD ANIMAL REMOVAL SERVICE	1,312.50 <b>Total : 1,312.50</b>
126296	12/2/2020	13162 SOCAL PPE	2725 2726 2729 2736	53037 53037 53037 53037	TURNOUT MAINTENANCE TURNOUT MAINTENANCE TURNOUT MAINTENANCE TURNOUT MAINTENANCE	1,679.71 327.04 855.00 413.54 <b>Total : 3,275.29</b>
126297	12/2/2020	10837 SOUTHWEST TRAFFIC SIGNAL	80657	53159	USA MARKOUTS	320.00




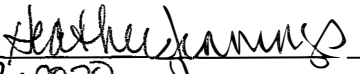
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126297	12/2/2020	10837 SOUTHWEST TRAFFIC SIGNAL	(Continued) 80658	53159	TRAFFIC SIGNAL SERVICE CALLS	3,184.72
					<b>Total :</b>	<b>3,504.72</b>
126298	12/2/2020	10217 STAPLES ADVANTAGE	3459728606 3461341472 3461341473	53100 53098 53098	OFFICE SUPPLIES TONER AND LAMINATING POUCHE TONER AND OFFICE SUPPLIES	62.37 563.36 21.79
					<b>Total :</b>	<b>647.52</b>
126299	12/2/2020	10027 STATE OF CALIFORNIA	477757		FINGERPRINTING COSTS	32.00
					<b>Total :</b>	<b>32.00</b>
126300	12/2/2020	10624 STATE OF CALIFORNIA	76579		LICENSE RENEWAL - MILLER	115.00
					<b>Total :</b>	<b>115.00</b>
126301	12/2/2020	12017 WEST COAST LIGHTS & SIRENS INC	20679	53253	EQUIPMENT FOR UNIT #V199	807.76
					<b>Total :</b>	<b>807.76</b>
126302	12/2/2020	13996 WESTERN AUDIO VISUAL	2 2R	53179	CITY COUNCIL CHAMBER AV UPGI RETENTION	137,935.90 -6,899.80
					<b>Total :</b>	<b>131,036.10</b>
126303	12/2/2020	10537 WETMORES	63121118	53029	VEHICLE REPAIR PARTS	569.62
					<b>Total :</b>	<b>569.62</b>
126304	12/2/2020	10232 XEROX CORPORATION	11533505	53161	COPIER LEASE & CHARGES-PSD	318.10
					<b>Total :</b>	<b>318.10</b>
126305	12/2/2020	10318 ZOLL MEDICAL CORPORATION	3170610	53149	EMS EQUIPMENT	871.16
					<b>Total :</b>	<b>871.16</b>
50 Vouchers for bank code : ubgen						<b>Bank total : 1,627,797.82</b>
50 Vouchers in this report						<b>Total vouchers : 1,627,797.82</b>

Bank code : ubgen


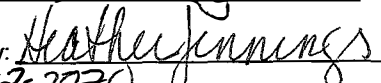
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Prepared by:   
Date: 12-2-2020

Approved by:   
Date: 12-2-2020

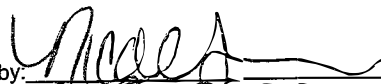
Bank code : ubgen


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
126306	12/2/2020	12903 AMERICAN FIDELITY ASSURANCE CO	2086196		FLEXIBLE SPENDING ACCOUNT	2,339.23	
					Total :	2,339.23	
126307	12/2/2020	10208 ANTHEM EAP	79673		EMPLOYEE ASSISTANCE PROGRAI	281.94	
					Total :	281.94	
126308	12/2/2020	10334 CHLIC	2745498		HEALTH/DENTAL INSURANCE	198,348.03	
					Total :	198,348.03	
126309	12/2/2020	10785 RELIANCE STANDARD LIFE	December 20		VOLUNTARY LIFE INSURANCE	648.58	
					Total :	648.58	
126310	12/2/2020	10424 SANTEE FIREFIGHTERS	PPE 11/25/20		DUES/PEC/BENEVOLENT/BC EXP	2,925.30	
					Total :	2,925.30	
126311	12/2/2020	10776 STATE OF CALIFORNIA	PPE 11/25/20		WITHHOLDING ORDER	308.30	
					Total :	308.30	
126312	12/2/2020	10001 US BANK	PPE 11/25/20		PARS RETIREMENT	502.52	
					Total :	502.52	
7 Vouchers for bank code : ubgen						Bank total :	205,353.90
7 Vouchers in this report						Total vouchers :	205,353.90

Prepared by:   
 Date: 12-2-2020  
 Approved by:   
 Date: 12-2-2020

Bank code : ubgen


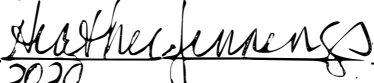
<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
444077	12/4/2020	10959 VANTAGE TRANSFER AGENT/457	PPE 11/25/20		ICMA - 457	29,818.56
					Total :	29,818.56
444079	12/4/2020	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 11/25/20		RETIREE HSA	4,205.04
					Total :	4,205.04
2 Vouchers for bank code : ubgen						Bank total : 34,023.60
2 Vouchers in this report						Total vouchers : 34,023.60

Prepared by:   
Date: 12-3-2020

Approved by:   
Date: 12-7-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
22882	12/7/2020	10955 DEPARTMENT OF THE TREASURY	December Retirees PPE 11/25/20		FEDERAL WITHHOLDING TAX FED WITHHOLD & MEDICARE	75.00 81,406.68
					<b>Total :</b>	<b>81,481.68</b>
22887	12/7/2020	10956 FRANCHISE TAX BOARD	PPE 11/25/20		CA STATE TAX WITHHELD	27,764.01
					<b>Total :</b>	<b>27,764.01</b>
2 Vouchers for bank code : ubgen					<b>Bank total :</b>	<b>109,245.69</b>
2 Vouchers in this report					<b>Total vouchers :</b>	<b>109,245.69</b>

Prepared by:   
Date: 12-3-2020  
Approved by:   
Date: 12-7-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11204	12/8/2020	10353 PERS	11 20 4		RETIREMENT PAYMENT	120,710.98

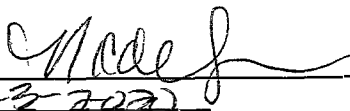
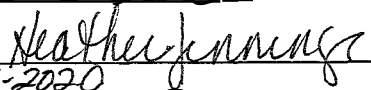
Total : 120,710.98

1 Vouchers for bank code : ubgen

Bank total : 120,710.98

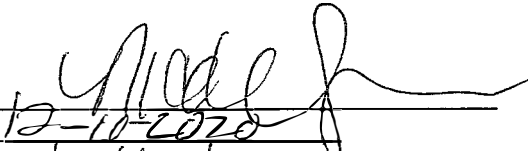

1 Vouchers in this report

Total vouchers : 120,710.98

Prepared by:   
Date: 12-3-2020  
Approved by:   
Date: 12-7-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
875	12/8/2020	12774 LIABILITY CLAIMS ACCOUNT	11302020		LIABILITY CLAIMS	842.70	
						<b>Total :</b>	<b>842.70</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>842.70</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>842.70</b>

Prepared by:   
Date: 12-10-2020  
Approved by:   
Date: 12-14-2020

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126313	12/9/2020	13456 AGRICULTURAL PEST CONTROL	553346	53045	PEST CONTROL SERVICES	595.00
			555261	53045	PEST CONTROL SERVICES	195.00
			557909	53045	PEST CONTROL SERVICES	595.00
			559544	53045	PEST CONTROL SERVICES	125.00
			559558	53045	PEST CONTROL SERVICES	125.00
			559799	53045	PEST CONTROL SERVICES	125.00
					<b>Total :</b>	<b>1,760.00</b>
126314	12/9/2020	10021 BOUND TREE MEDICAL LLC	83848042	53230	EMS SUPPLIES	167.68
					<b>Total :</b>	<b>167.68</b>
126315	12/9/2020	14121 BOWLS N BREWS	111		CITY'S BIRTHDAY	500.00
					<b>Total :</b>	<b>500.00</b>
126316	12/9/2020	13130 BURNS, CHRIS	6254		SENIOR PROGRAM ENTERTAINMEI	150.00
					<b>Total :</b>	<b>150.00</b>
126317	12/9/2020	10171 COUNTY OF SAN DIEGO AUDITOR &	10/2020 AGENCY REV		10/20 AGENCY PARK CITE REPT	221.25
			10/2020 DMV REVENUE		10/20 DMV PARK CITE REPT	296.00
			10/2020 PHOENIX REV		10/20 PHOENIX CITE REV REPT	689.75
					<b>Total :</b>	<b>1,207.00</b>
126318	12/9/2020	10234 COUNTY OF SAN DIEGO	011149-2012-RI2020	52995	GENERATOR AIR POLLUTION CON'	769.00
					<b>Total :</b>	<b>769.00</b>
126319	12/9/2020	10142 CSA SAN DIEGO COUNTY	665	53215	CDBG SUBRECIPIENT	984.10
					<b>Total :</b>	<b>984.10</b>
126320	12/9/2020	12356 DAVIS FARR LLP	8501	52967	FY 2019-20 AUDIT SERVICES	13,500.00
					<b>Total :</b>	<b>13,500.00</b>
126321	12/9/2020	13582 DOWNSTREAM SERVICES INC	CIP 2019-20		RETENTION RELEASE	980.64
					<b>Total :</b>	<b>980.64</b>
126322	12/9/2020	12970 DUDEK	202005440	52074	WALKER PRESERVE RESTORATIO	3,336.34
					<b>Total :</b>	<b>3,336.34</b>



Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126323	12/9/2020	10826 ECCENTRIC INTERNATIONAL CHEF	110		CITY'S BIRTHDAY	500.00
					<b>Total :</b>	<b>500.00</b>
126324	12/9/2020	13354 EPIC CHARACTER PARTIES	000142	53266	FESTIVE FRIDAYS	2,400.00
					<b>Total :</b>	<b>2,400.00</b>
126325	12/9/2020	10368 FIREWORKS & STAGE FX AMERICA	19903	53265	40TH CELEBRATION FIREWORK S	15,000.00
			19907	53265	40TH CELEBRATION FIREWORK S	15,000.00
					<b>Total :</b>	<b>30,000.00</b>
126326	12/9/2020	14146 GRETCHEN SKALYO	Ref000068340		CORRECTED LICENSE TYPE REFU	41.00
					<b>Total :</b>	<b>41.00</b>
126327	12/9/2020	11196 HD SUPPLY FACILITIES	9186741373	53072	STATION SUPPLIES	665.75
					<b>Total :</b>	<b>665.75</b>
126328	12/9/2020	10256 HOME DEPOT CREDIT SERVICES	7151895	53088	STATION SUPPLIES	15.06
			7151898	53088	SMALL TOOLS	21.52
					<b>Total :</b>	<b>36.58</b>
126329	12/9/2020	12717 HOUSING & COMMUNITY DEV SVCS	12102020		HOME FUND ASSET TRANSFER	48,724.54
					<b>Total :</b>	<b>48,724.54</b>
126330	12/9/2020	14145 KATHRYN KRUG	Ref000068339		DUPLICATE APPLICATION	90.00
					<b>Total :</b>	<b>90.00</b>
126331	12/9/2020	14144 KEIM, ED	Ref000068284		CORRECTED LICENSE TYPE - REF	41.00
					<b>Total :</b>	<b>41.00</b>
126332	12/9/2020	13345 KING, ERIC	5323		STEEL TOE WORK BOOTS	185.10
					<b>Total :</b>	<b>185.10</b>
126333	12/9/2020	14092 KOA CORPORATION	JC02060-1	53242	LOCAL ROADWAY SAFETY PLAN	6,195.00
					<b>Total :</b>	<b>6,195.00</b>
126334	12/9/2020	13097 KRAVINGS FRUIT BAR	112		CITY BIRTHDAY	500.00
					<b>Total :</b>	<b>500.00</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126335	12/9/2020	10203 LAKESIDE EQUIPMENT SALES &	215858	53112	EQUIPMENT RENTAL	205.01
			215894	53112	EQUIPMENT RENTAL	213.41
			215895	53112	EQUIPMENT RENTAL	205.01
			216046	53112	EQUIPMENT RENTAL	213.41
					<b>Total :</b>	<b>836.84</b>
126336	12/9/2020	14141 MAHALO SHAVE ICE	114		CITY BIRTHDAY	350.00
					<b>Total :</b>	<b>350.00</b>
126337	12/9/2020	12015 MARY'S DONUTS	113		CITY'S BIRTHDAY	500.00
					<b>Total :</b>	<b>500.00</b>
126338	12/9/2020	10079 MEDICO PROFESSIONAL	20309151	53090	MEDICAL LINEN SERVICE	20.62
			20309153	53090	MEDICAL LINEN SERVICE	13.01
			20312878	53090	MEDICAL LINEN SERVICE	20.62
			20312880	53090	MEDICAL LINEN SERVICE	13.01
					<b>Total :</b>	<b>67.26</b>
126339	12/9/2020	10921 MEDLIN, RICHARD	11232020		CASTLE COMPLEX FIRE	192.51
					<b>Total :</b>	<b>192.51</b>
126340	12/9/2020	14142 MEME SOK	Ref000068220		CORRECTED LICENSE TYPE REFU	41.00
					<b>Total :</b>	<b>41.00</b>
126341	12/9/2020	10507 MITEL LEASING	90249312		MONTHLY RENTAL 130737	276.33
			902949205		MONTHLY RENTAL 122670	1,878.80
			902949241		MONTHLY RENTAL 124690	312.66
			902949326		MONTHLY RENTAL 131413	266.16
					<b>Total :</b>	<b>2,733.95</b>
126342	12/9/2020	12451 MOBILE GRAPHICS & DESIGN	20111	53135	TRUCKS & TREATS	225.00
			20112	53135	FESTIVE FRIDAYS	450.00
					<b>Total :</b>	<b>675.00</b>
126343	12/9/2020	12062 PURETEC INDUSTRIAL WATER	1844407	53061	DEIONIZED WATER SERVICE	104.18
					<b>Total :</b>	<b>104.18</b>
126344	12/9/2020	13592 QUADIENT LEASING USA, INC	N8576296	53034	QUADIENT MAIL MACHINE LEASE	1,057.27

Voucher List  
CITY OF SANTEE

Bank code : ubgen


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126344	12/9/2020	13592 QUADIENT LEASING USA, INC	(Continued)	53034		
					<b>Total :</b>	<b>1,057.27</b>
126345	12/9/2020	10095 RASA	5441	53221	MAP CHECK	610.00
					<b>Total :</b>	<b>610.00</b>
126346	12/9/2020	10097 ROMAINE ELECTRIC CORPORATION	12-051290		BATTERY	125.33
					<b>Total :</b>	<b>125.33</b>
126347	12/9/2020	10552 SAFEWAY SIGN COMPANY	50729	53020	STREET NAME SIGNS	2,140.22
					<b>Total :</b>	<b>2,140.22</b>
126348	12/9/2020	10768 SANTEE SCHOOL DISTRICT	8836	53137	JOINT USE FIELDS - RIO SECO	728.31
					<b>Total :</b>	<b>728.31</b>
126349	12/9/2020	13421 SANTEE SENIOR RETIREMENT	GRD1094S GRD1281S		REFUNDABLE DEPOSIT REFUNDABLE DEPOSIT	5,500.00 25,000.00
					<b>Total :</b>	<b>30,500.00</b>
126350	12/9/2020	13554 SC FUELS	0313694	53078	FLEET CARD FUELING	1,117.96
					<b>Total :</b>	<b>1,117.96</b>
126351	12/9/2020	12223 SITEONE LANDSCAPE SUPPLY LLC	103281472-001	53201	CALSENSE UPGRADES	7,694.13
					<b>Total :</b>	<b>7,694.13</b>
126352	12/9/2020	10213 SOUTH BAY FOUNDRY INC	0205339	53187	FOUNDRY MATERIALS	1,702.45
					<b>Total :</b>	<b>1,702.45</b>
126353	12/9/2020	11056 STANDARD ELECTRONICS	S44563 S44655	53147 53147	SECURITY SYS - MONITOR, MAINT SECURITY SYS - MONITOR	435.00 1,425.00
					<b>Total :</b>	<b>1,860.00</b>
126354	12/9/2020	10217 STAPLES ADVANTAGE	3461199819 3461341474	53097 53097	OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE	147.41 19.49
					<b>Total :</b>	<b>166.90</b>
126355	12/9/2020	10119 STEVEN SMITH LANDSCAPE INC	45517	53069	A1 LANDSCAPE SERVICES	44,811.36

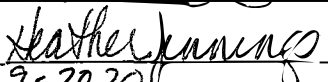
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126355	12/9/2020	10119 STEVEN SMITH LANDSCAPE INC	(Continued)			
			45564	53068	A3 LANDSCAPE SERVICES	225.00
			45565	53068	A3 LANDSCAPE SERVICES	135.00
			45566	53044	A2 LANDSCAPE SERVICES	945.00
			45578	53044	A2 LANDSCAPE SERVICES	4,120.00
			45579	53069	A1 LANDSCAPE SERVICES	180.00
			45580	53068	A3 LANDSCAPE SERVICES	360.00
					<b>Total :</b>	<b>50,776.36</b>
126356	12/9/2020	10572 SUNBELT RENTALS INC	107840370-0002	53148	EQUIPMENT RENTAL	264.24
					<b>Total :</b>	<b>264.24</b>
126357	12/9/2020	10250 THE EAST COUNTY	00100872	53039	CLERK OFFICE PUBLICATIONS	143.50
					<b>Total :</b>	<b>143.50</b>
126358	12/9/2020	14133 FORT, AARON	10600B		BIRTHDAY/BRAND PROMOTION	1,907.17
					<b>Total :</b>	<b>1,907.17</b>
126359	12/9/2020	12480 UNITED SITE SERVICES	114-11228330	53173	PORTABLE TOILET	159.79
					<b>Total :</b>	<b>159.79</b>
126360	12/9/2020	11194 USAFACT INC	112128		BACKGROUND CHECK	18.52
					<b>Total :</b>	<b>18.52</b>
126361	12/9/2020	10537 WETMORE'S	63121333	53029	VEHICLE REPAIR PARTS	200.09
					<b>Total :</b>	<b>200.09</b>
126362	12/9/2020	10331 HDS WHITE CAP CONST SUPPLY	10013322668	53206	SANDBAGS	411.35
			10013323482	53206	TOOLS, MATERIALS & SUPPLIES	25.90
			10013355693	53206	TOOLS, MATERIALS & SUPPLIES	72.64
			50014501835	53206	GLOVES	371.91
					<b>Total :</b>	<b>881.80</b>
126363	12/9/2020	14137 WRAJ INC	115		CITY'S BIRTHDAY	500.00
					<b>Total :</b>	<b>500.00</b>
<b>51 Vouchers for bank code : ubgen</b>						<b>Bank total : 220,788.51</b>

Bank code : ubgen


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
51		Vouchers in this report				
Total vouchers :						220,788.51

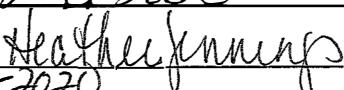
Prepared by:   
Date: 12-9-2020

Approved by:   
Date: 12-9-2020

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>
877	12/15/2020	10482 TRISTAR RISK MANAGEMENT	11516		WORKERS' COMPENSATION	13,324.59
					<b>Total :</b>	<b>13,324.59</b>
		<b>1 Vouchers for bank code :</b>				<b>Bank total :</b>
		<b>ubgen</b>				<b>13,324.59</b>
		<b>1 Vouchers in this report</b>				<b>Total vouchers :</b>
						<b>13,324.59</b>

Prepared by:   
Date: 12-17-2020

Approved by:   
Date: 12-17-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126364	12/17/2020	13456 AGRICULTURAL PEST CONTROL	562370 563978	53045 53045	PEST CONTROL SERVICES PEST CONTROL SERVICES	595.00 125.00 <b>Total : 720.00</b>
126365	12/17/2020	10010 ALLIANT INSURANCE SERVICES INC	1506240 1509690		SPECIAL EVENTS INSURANCE SPECIAL EVENT INSURANCE - FES	276.00 772.00 <b>Total : 1,048.00</b>
126366	12/17/2020	11445 AMERICAN MESSAGING	L1072898UL		FD PAGER SERVICE	164.24 <b>Total : 164.24</b>
126367	12/17/2020	14094 AMERICAN SOLUTIONS FOR	INV05008309	53235	PARKING TICKETS	1,369.09 <b>Total : 1,369.09</b>
126368	12/17/2020	10412 AT&T	000004807075		TELEPHONE	817.56 <b>Total : 817.56</b>
126369	12/17/2020	10189 ATTENTION GETTERS DESIGN INC	47721 47766	52987 52987	VEHICLE SUPPLIES VEHICLE SUPPLIES	49.80 60.62 <b>Total : 110.42</b>
126370	12/17/2020	14161 BELLO, ANITA	2004234.001		PARK PAVILION RESERVATION CAN	63.71 <b>Total : 63.71</b>
126371	12/17/2020	12951 BERRY, BONNIE F.	October 1. 2020		RETIREE HEALTH PAYMENT	91.00 <b>Total : 91.00</b>
126372	12/17/2020	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS NOV 2020		LEGAL SVCS NOV 2020	71,321.61 <b>Total : 71,321.61</b>
126373	12/17/2020	13292 BORDER TIRE	8016855	53081	VEHICLE SUPPLIES	386.15 <b>Total : 386.15</b>
126374	12/17/2020	10021 BOUND TREE MEDICAL LLC	83834514 83836244 83839338 83842775	53230 53230 53230 53230	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	1,364.29 3,327.13 208.31 566.85

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126374	12/17/2020	10021 BOUND TREE MEDICAL LLC	(Continued)			
			83855612	53230	EMS SUPPLIES	519.18
			83858882	53230	EMS SUPPLIES	276.38
			83858883	53230	EMS SUPPLIES	191.77
			83858884	53230	EMS SUPPLIES	2,155.74
			83864496	53230	EMS SUPPLIES	231.45
			83864497	53230	EMS SUPPLIES	1,494.96
			83868544	53230	EMS SUPPLIES	949.62
			86855611	53230	EMS SUPPLIES	1,402.71
					<b>Total :</b>	<b>12,688.39</b>
126375	12/17/2020	10023 BUILDERS FENCE COMPANY INC	1827284	52991	FENCING MATERIALS & SUPPLIES	10.26
					<b>Total :</b>	<b>10.26</b>
126376	12/17/2020	13511 CAL UNIFORMS	8889	53082	CLASS A UNIFORM	672.58
			8891	53082	CLASS A UNIFORM	672.58
					<b>Total :</b>	<b>1,345.16</b>
126377	12/17/2020	10299 CARQUEST AUTO PARTS	11102-517193	53083	VEHICLE REPAIR PARTS	82.11
			11102-517231	53083	VEHICLE REPAIR PARTS	112.79
			11102-517244	53083	VEHICLE REPAIR PARTS	7.96
					<b>Total :</b>	<b>202.86</b>
126378	12/17/2020	10569 CHARLENE'S DANCE N CHEER	326		INSTRUCTOR PAYMENT	1,803.00
					<b>Total :</b>	<b>1,803.00</b>
126379	12/17/2020	12349 CHOICE LOCKSMITHING	120220COS	53114	LOCKSMITH SERVICES	150.00
					<b>Total :</b>	<b>150.00</b>
126380	12/17/2020	10223 CHRISTIAN WHEELER ENGINEERING	51630	52775	CARLTON OAKS REDEVELOPMENT	700.00
					<b>Total :</b>	<b>700.00</b>
126381	12/17/2020	10032 CINTAS CORPORATION #694	4066261083	53084	UNIFORM/PARTS CLEANER RNTL	65.81
			4066878332	53084	UNIFORM/PARTS CLEANER RNTL	65.81
			4067615781	53084	UNIFORM/PARTS CLEANER RNTL	65.81
			4068345318	53084	UNIFORM/PARTS CLEANER RNTL	81.10
			4069039965	53084	STATION SUPPLIES	38.25



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126381	12/17/2020	10032	10032 CINTAS CORPORATION #694		(Continued)	<b>Total : 316.78</b>
126382	12/17/2020	10033	CITY ELECTRIC SUPPLY COMPANY	STE/064933	52993 ELECTRICAL SUPPLIES	287.68
						<b>Total : 287.68</b>
126383	12/17/2020	14155	COOLEY, APRIL	2004240.001	PARK PAVILION RESERVATION CAN	95.57
						<b>Total : 95.57</b>
126384	12/17/2020	12153	CORODATA RECORDS	RS4646092	53104 RECORD STORAGE & RETRIEVEL	514.57
						<b>Total : 514.57</b>
126385	12/17/2020	11862	CORODATA SHREDDING INC	DN1292870	53115 SECURE DESTRUCTION SERVICES	42.87
						<b>Total : 42.87</b>
126386	12/17/2020	10358	COUNTY OF SAN DIEGO	21CTOFSAN05	53156 SHERIFF RADIOS	3,705.00
				21CTOFSASN05	53143 800 MHZ ACCESS (FIRE/PS)	1,732.80
						<b>Total : 5,437.80</b>
126387	12/17/2020	10839	COUNTY OF SAN DIEGO	10377193	HAZARDOUS FACILITY PERMIT	889.00
						<b>Total : 889.00</b>
126388	12/17/2020	10040	COUNTYWIDE MECHANICAL SYSTEMS	34666	53042 HVAC MAINT & REPAIRS	4,644.00
				35104	53042 HVAC MAINT & REPAIRS	427.00
				35129	53042 HVAC MAINT	360.00
				35131	53042 HVAC MAINT & REPAIRS	629.40
				35380	53042 HVAC MAINT & REPAIRS	1,668.35
				35599	53042 HVAC MAINT & REPAIRS	940.92
						<b>Total : 8,669.67</b>
126389	12/17/2020	10333	COX COMMUNICATIONS	038997401	10601 N MAGNOLIA AVE	106.22
				094486701	CITY HALL GROUP BILL	2,709.11
						<b>Total : 2,815.33</b>
126390	12/17/2020	11168	CTE INC CLARK TELECOM AND	2589	53157 STREET LIGHT KNOCKDOWN	1,115.77
						<b>Total : 1,115.77</b>
126391	12/17/2020	13360	DANBILLT	1807	53250 UPFITTING OF UNIT #V199	2,636.63

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126391	12/17/2020	13360	13360 DANBILLT		(Continued)	Total : 2,636.63
126392	12/17/2020	12970 DUDEK	202008689	52074	WALKER PRESERVE RESTORATIO	525.00
						Total : 525.00
126393	12/17/2020	12593 ELLISON WILSON ADVOCACY, LLC	2020-12-11	53132	LEGISLATIVE ADVOCACY SERVICE	1,500.00
						Total : 1,500.00
126394	12/17/2020	10057 ESGIL CORPORATION	10/2020		SHARE OF FEES	101,773.15
			11/2020		SHARE OF FEES	73,231.55
						Total : 175,004.70
126395	12/17/2020	10251 FEDERAL EXPRESS	7-159-71620		SHIPPING CHARGES	20.27
			7-188-20088		SHIPPING CHARGES	35.19
			7-210-49725		SHIPPING CHARGES	29.41
						Total : 84.87
126396	12/17/2020	10009 FIRE ETC	149061	53051	STATION SUPPLIES	56.57
						Total : 56.57
126397	12/17/2020	13916 FORD, DYAN	1288		SANTEE BLUEGRASS FESTIVAL	79.00
						Total : 79.00
126398	12/17/2020	14160 GAEDE, CHRISTOPHER	2004235.001		PARK PAVILION RESERVATION CAN	67.43
						Total : 67.43
126399	12/17/2020	12638 GEORGE HILLS COMPANY, INC.	INV1019120	53118	LIABILITY CLAIMS ADMINISTRATIOI	1,677.32
						Total : 1,677.32
126400	12/17/2020	10065 GLOBAL POWER GROUP INC	71621	53067	ELECTRICAL REPAIRS & MAINT	280.00
			71792	53067	ELECTRICAL REPAIRS & MAINT	700.00
			71793	53067	ELECTRICAL REPAIRS	560.00
						Total : 1,540.00
126401	12/17/2020	10066 GLOBALSTAR USA LLC	000000008136531		SATELLITE PHONE SERVICE	93.04
						Total : 93.04
126402	12/17/2020	14158 GOMEZ, AMANDA	2004237.001		PARK PAVILION RESERVATION REF	50.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126402	12/17/2020	14158	14158 GOMEZ, AMANDA		(Continued)	Total : 50.97
126403	12/17/2020	13766	HARMONY ENVIRONMENTAL SERVICES	4173	53146 COVID-19 CLEANING & DISINFECT/	1,849.00
						Total : 1,849.00
126404	12/17/2020	10070	HAWTHORNE MACHINERY	2020534801	53119 EQUIPMENT RENTAL	1,257.04
						Total : 1,257.04
126405	12/17/2020	11196	HD SUPPLY FM	2020 Q3	LOCATON AGRMNT PYMT 2020 Q3	392,687.50
						Total : 392,687.50
126406	12/17/2020	10600	HINDERLITER, DE LLAMAS & ASSOC	SIN005129 (A) SIN005129 (B)	53182 FY 20/21 QRTLQ SALES TAX REP AUDIT SALES TAX QTR 2	2,100.00 5,203.20
						Total : 7,303.20
126407	12/17/2020	10256	HOME DEPOT CREDIT SERVICES	06730009779208 06730009783697 4160891	53088 VEHICLE REPAIR PARTS 53088 STATION SUPPLIES 53088 STATION SUPPLIES	19.62 10.73 15.02
						Total : 45.37
126408	12/17/2020	10301	HORSMAN AUTOMOTIVE	8199	53006 VEHICLE SMOG INSPECTION	44.95
						Total : 44.95
126409	12/17/2020	14170	HOULAHAN, STEPHEN	0022	REIMBURSEMENT	354.00
						Total : 354.00
126410	12/17/2020	11724	ICF JONES & STOKES INC	0151117	50991 MSCP SUBAREA PLAN	16,750.00
						Total : 16,750.00
126411	12/17/2020	11807	IMPERIAL SPRINKLER SUPPLY	4389220 4398425 4398425	53185 IRRIGATION SUPPLIES 53185 IRRIGATION SUPPLIES 53185 IRRIGATION SUPPLIES	90.67 1,151.61 13.12
				4418931 4448372	53185 IRRIGATION SUPPLIES 53185 IRRIGATION SUPPLIES	822.88 78.45
						Total : 2,156.73
126412	12/17/2020	10635	KRUMWEIDE, LOREN	12032020	EMPLOYEE REIMBURSEMENT	123.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126412	12/17/2020	10635 10635 KRUMWEIDE, LOREN	(Continued)			Total : 123.00
126413	12/17/2020	10174 LN CURTIS AND SONS	INV437842 INV438506	53259 53259	STRUCTURE GLOVES STRUCTURE GLOVES	302.89 1,918.27 Total : 2,221.16
126414	12/17/2020	10720 MALL MEDIA INC	241225U		FESTIVE FRIDAYS	342.92 Total : 342.92
126415	12/17/2020	10079 MEDICO PROFESSIONAL	20316562 20316564	53090 53090	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.62 13.01 Total : 33.63
126416	12/17/2020	14130 MFI MEDICAL EQUIPMENT INC	IN-00010198	53252	EMS EQUIPMIENT	2,041.87 Total : 2,041.87
126417	12/17/2020	11783 MINTO, JOHN	0010		REIMBURSEMENT	354.00 Total : 354.00
126418	12/17/2020	12451 MOBILE GRAPHICS & DESIGN	20091	53135	BANNER INSTALL & REMOVAL	5,930.00 Total : 5,930.00
126419	12/17/2020	12991 NATIONAL LIGHTING SUPPLY LLC	119216	53186	LIGHTING/ELECTRICAL SUPPLIES	69.13 Total : 69.13
126420	12/17/2020	10640 NEOGOV	INV-17268	53271	SUBSCRIPTION RENEWAL	5,320.22 Total : 5,320.22
126421	12/17/2020	13245 NEXTECH SYSTEMS, INC	INV444	53248	LED SOLAR STOP SIGNS	3,347.39 Total : 3,347.39
126422	12/17/2020	10218 OFFICE DEPOT	12790838001	53229	BUS CARDS NEW LOGO 1ST RUN	119.60 Total : 119.60
126423	12/17/2020	10308 O'REILLY AUTO PARTS	2968-378045	53013	VEHICLE REPAIR PARTS	38.27 Total : 38.27
126424	12/17/2020	13056 PACIFIC SWEEPING	152714	53073	STREET SWEEPING SVCS	15,839.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126424	12/17/2020	13056 13056 PACIFIC SWEEPING	(Continued)			Total : 15,839.98
126425	12/17/2020	10344 PADRE DAM MUNICIPAL WATER DIST	29700016 90000366		CONSTRUCTION METER GROUP BILL	227.56 33,883.57 Total : 34,111.13
126426	12/17/2020	12904 PAT DAVIS DESIGN GROUP, INC	6348	53108	GRAPHIC DESIGN WORK	1,350.00 Total : 1,350.00
126427	12/17/2020	11888 PENSKE FORD	10326239	53092	VEHICLE REPAIR PART	36.23 Total : 36.23
126428	12/17/2020	10161 PRIZM JANITORIAL SERVICES INC	26235	53074	CUSTODIAL SERVICES - OFFICES	2,434.86 Total : 2,434.86
126429	12/17/2020	12828 RICK ENGINEERING COMPANY	18100(26)	53232	AS-NEEDED ENGINEERING SERVIC	3,465.00 Total : 3,465.00
126430	12/17/2020	10096 ROGER DANIELS ALIGN & BRAKE	55492	53019	VEHICLE SERVICE	141.90 Total : 141.90
126431	12/17/2020	14143 SAN DIEGO COUNTY FIRE CHIEFS	0003		ANNUAL MEMBERSHIP DUES	50.00 Total : 50.00
126432	12/17/2020	10407 SAN DIEGO GAS & ELECTRIC	MAP 12092020	53267	MAP GRANT FOR ECCENTRIC INTE	3,026.13 Total : 3,026.13
126433	12/17/2020	13061 SAN DIEGO HUMANE SOCIETY &	DEC-20	53110	ANIMAL CONTROL	36,250.00 Total : 36,250.00
126434	12/17/2020	14168 SANCHEZ, STEPHANIE	11979		REIMBURSEMENT	501.00 Total : 501.00
126435	12/17/2020	10424 SANTEE FIREFIGHTERS	0451		UNIFORM PATCHES	54.00 Total : 54.00
126436	12/17/2020	13554 SC FUELS	0319609 0323748	53078 53078	FLEET CARD FUELING FLEET CARD FUELING	1,206.69 308.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126436	12/17/2020	13554 13554 SC FUELS	(Continued)			Total : 1,515.31
126437	12/17/2020	14007 SEANEY, PETE	690		SANTEE BLUEGRASS FESTIVAL	94.00
						Total : 94.00
126438	12/17/2020	14171 SHARP HEALTHCARE	CD19012S		REFUNDABLE DEPOSIT	17,176.00
						Total : 17,176.00
126439	12/17/2020	14157 SHEN, MARSHALL	2004238.001		PARK PAVILION RESERVATION CAM	95.57
						Total : 95.57
126440	12/17/2020	13873 HOOTMAN, CAROLINE	RSRP-007-2		BUSINESS ASSISTANCE GRANT	106.00
						Total : 106.00
126441	12/17/2020	14038 SINGH GROUP INC	19926	53192	DEAD ANIMAL REMOVAL SERVICE	1,312.50
						Total : 1,312.50
126442	12/17/2020	13162 SOCAL PPE	2773	53037	TURNOUT INSPECTIONS & MAINTEN	223.00
						Total : 223.00
126443	12/17/2020	10837 SOUTHWEST TRAFFIC SIGNAL	80724	53159	TRAFFIC SIGNAL SERVICE CALLS	1,529.88
			80725	53159	TRAFFIC SIGNAL MAINTENANCE	3,965.00
			80726	53159	USA MARKOUTS	160.00
						Total : 5,654.88
126444	12/17/2020	10217 STAPLES ADVANTAGE	3461341471	53099	OFFICE SUPPLIES - CLERKS OFFIC	189.23
			3462367462	53124	OFFICE SUPPLIES - DDS	163.40
			3462867630	53099	OFFICE SUPPLIES - CLERKS OFFIC	-33.19
			3462867631	53099	OFFICE SUPPLIES - CLERKS OFFIC	33.19
			3462867632	53099	OFFICE SUPPLIES - CLERKS OFFIC	84.01
			3462867633	53100	OFFICE SUPPLIES	40.57
			3462867634	53100	OFFICE SUPPLIES	24.72
			3462867635	53097	OFFICE SUPPLIES-FINANCE	22.35
						Total : 524.28
126445	12/17/2020	10838 STATE OF CA DEPT OF INDUST REL	OSIP 68133		WORK COMP ASSESSMENT	10,007.07
						Total : 10,007.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126447	12/17/2020	10119 STEVEN SMITH LANDSCAPE INC	45122	53044	A 2 LANDSCAPE SERVICES	225.00
			45128	53068	A3 LANDSCAPE SERVICES	135.00
			45333	53068	A3 LANDSCAPE SERVICES	360.00
			45334	53068	A3 LANDSCAPE SERVICES	180.00
			45335	53068	A 3 LANDSCAPE SERVICES	270.00
			45338	53044	A 2 LANDSCAPE SERVICES	90.00
			45340	53044	A 2 LANDSCAPE SERVICES	360.00
			45342	53069	A 1 LANDSCAPE SERVICES	540.00
			45532	53069	A1 LANDSCAPE SERVICES	135.00
			45533	53069	A1 LANDSCAPE SERVICES	225.00
			45534	53069	A1 LANDSCAPE SERVICES	360.00
			45535	53044	A 2 LANDSCAPE SERVICES	225.00
			45536	53044	A 2 LANDSCAPE SERVICES	135.00
			45537	53044	A 2 LANDSCAPE SERVICES	225.00
			45538	53044	A2 LANDSCAPE SERVICES	135.00
			45539	53044	A 2 LANDSCAPE SERVICES	180.00
			45540	53068	A 3 LANDSCAPE SERVICES	360.00
			45541	53068	A 3 LANDSCAPE SERVICES	135.00
			45542	53068	A 3 LANDSCAPE SERVICES	225.00
			45543	53068	A 3 LANDSCAPE SERVICES	135.00
			45659	53068	A 3 LANDSCAPE SERVICES	45.00
			45660	53068	A 3 LANDSCAPE SERVICES	180.00
			45661	53068	A 3 LANDSCAPE SERVICES	135.00
			45662	53068	A 3 LANDSCAPE SERVICES	225.00
			45663	53068	A 3 LANDSCAPE SERVICES	135.00
			45664	53068	A3 LANDSCAPE SERVICES	315.00
			45665	53068	A3 LANDSCAPE SERVICES	180.00
			45666	53068	A3 LANDSCAPE SERVICES	90.00
			45667	53069	A 1 LANDSCAPE SERVICES	360.00
			45668	53069	A1 LANDSCAPE SERVICES	256.00
			45669	53069	A 1 LANDSCAPE SERVICES	135.00
			45670	53069	A 1 LANDSCAPE SERVICES	180.00
			45671	53069	A 1 LANDSCAPE SERVICES	360.00
			45672	53069	A 1 LANDSCAPE SERVICES	225.00
			45673	53069	A 1 LANDSCAPE SERVICES	315.00
			45678	53069	A1 LANDSCAPE SERVICES	42,000.00
			45683	53068	A 3 LANDSCAPE SERVICES	236.04



Bank code : ubgen


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126447	12/17/2020	10119 STEVEN SMITH LANDSCAPE INC	(Continued)			
			45810	53069	A1 LANDSCAPE SERVICES	44,811.36
			45811	53044	A2 LANDSCAPE SERVICES	18,341.00
			45812	53068	A3 LANDSCAPE SERVICES	11,256.23
					<b>Total :</b>	<b>124,415.63</b>
126448	12/17/2020	10121 SUPERIOR READY MIX LP	167076	53140	ASPHALT MATERIALS & SUPPLIES	593.59
			168592	53140	ASPHALT MATERIALS & SUPPLIES	825.37
					<b>Total :</b>	<b>1,418.96</b>
126449	12/17/2020	13451 TELEFLEX FUNDING LLC	9503320031	53101	EMS SUPPLIES	440.39
					<b>Total :</b>	<b>440.39</b>
126450	12/17/2020	10250 THE EAST COUNTY	00101001	53127	NOTICE OF PUBLIC HEARING - ZOI	168.00
			00101002	53127	NOTICE OF PUBLIC HEARING - CDI	273.00
					<b>Total :</b>	<b>441.00</b>
126451	12/17/2020	11193 TMAN TRAFFIC SUPPLY	11616	53062	TRAFFIC SIGNS & SUPPLIES	383.06
					<b>Total :</b>	<b>383.06</b>
126452	12/17/2020	14162 TRAMMELL, ANTHONY	2004233.001		PARK PAVILION CANCELLATION RE	48.00
					<b>Total :</b>	<b>48.00</b>
126453	12/17/2020	14169 TROTTER, DUSTIN	1012		REIMBURSEMENT	501.00
					<b>Total :</b>	<b>501.00</b>
126454	12/17/2020	10133 UNDERGROUND SERVICE ALERT	1120200699	53172	DIG ALERT SERVICES	146.95
			DSB20196856	53172	DIG ALERT SERVICES - STATE FEE	70.85
					<b>Total :</b>	<b>217.80</b>
126455	12/17/2020	10355 UNION BANK	REF #1240705		ANNUAL CUSTODY/HUD AGRMNT	1,810.00
					<b>Total :</b>	<b>1,810.00</b>
126456	12/17/2020	12480 UNITED SITE SERVICES	114-11278182	53173	PORTABLE TOILETS - FOOD TRUCI	173.83
					<b>Total :</b>	<b>173.83</b>
126457	12/17/2020	11194 USAFACT INC	121208		BACKGROUND CHECK	18.52


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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126457	12/17/2020	11194 11194 USAFACT INC	(Continued)			Total : 18.52
126458	12/17/2020	14159 VAZQUEZ, HOLLY	2004236.001		PARK PAVILION RESERVATION CAN	63.71
						Total : 63.71
126459	12/17/2020	10475 VERIZON WIRELESS	9866761702		WIFI SERVICE	988.26
						Total : 988.26
126460	12/17/2020	12888 VINYARD DOORS	102080	53233	APPARATUS GATE & DOOR REPAIF	246.00
			102095	53233	APPARATUS GATE & DOOR REPAIF	1,345.00
						Total : 1,591.00
126461	12/17/2020	10136 WEST COAST ARBORISTS INC	166456	53070	URBAN FORESTRY SVCS	1,260.00
			166457	53070	URBAN FORESTRY SVCS	5,670.00
						Total : 6,930.00
126462	12/17/2020	13996 WESTERN AUDIO VISUAL	3	53179	CITY COUNCIL CHAMBER A/V UPGI	68,357.50
			3R		RETENTION	-3,417.88
						Total : 64,939.62
126463	12/17/2020	10537 WETMORE'S	6900000070	53029	VEHICLE REPAIR PARTS	7.42
						Total : 7.42
126464	12/17/2020	10317 WM HEALTHCARE SOLUTIONS INC	0507415-2793-6	53030	BIOMEDICAL WASTE PICKUP & DIS	104.95
			11-01065-23003	53030	BIOMEDICAL WASTE PICKUP & DIS	202.29
						Total : 307.24
126465	12/17/2020	10232 XEROX CORPORATION	012049065	53040	XEROX FS #4 NOVEMBER 2020	318.10
			012049066	53041	XEROX FS #5 NOVEMBER 2020	308.85
			12049064	53161	COPIER LEASE & CHARGES-PSD	318.10
						Total : 945.05
126466	12/17/2020	14156 ZANJANI, LEA	2004239.001		PARK PAVILION RESERVATION REF	95.57
						Total : 95.57
126467	12/17/2020	10318 ZOLL MEDICAL CORPORATION	3130554	53162	EMS SUPPLIES	1,689.02
			3180185	53149	EMS SUPPLIES	105.92

Bank code : ubgen


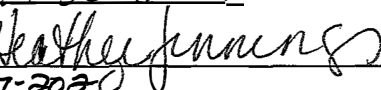
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126467	12/17/2020	10318	10318 ZOLL MEDICAL CORPORATION	(Continued)		Total : 1,794.94
103 Vouchers for bank code : ubgen						Bank total : 1,080,380.84
103 Vouchers in this report						Total vouchers : 1,080,380.84

Prepared by:   
Date: 12-17-2020

Approved by:   
Date: 12-17-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126468	12/17/2020	12903 AMERICAN FIDELITY ASSURANCE CO	2088161		FLEXIBLE SPENDING ACCOUNT	2,339.23
					<b>Total :</b>	<b>2,339.23</b>
126469	12/17/2020	12722 FIDELITY SECURITY LIFE	164586052		EYEMED - VOLUNTARY VISION	886.16
					<b>Total :</b>	<b>886.16</b>
126470	12/17/2020	10784 NATIONAL UNION FIRE INSURANCE	December 2020		VOLUNTARY AD&D	91.80
					<b>Total :</b>	<b>91.80</b>
126471	12/17/2020	10335 SAN DIEGO FIREFIGHTERS FEDERAL	December 2020		LONG TERM DISABILITY-SFFA	1,416.00
					<b>Total :</b>	<b>1,416.00</b>
126472	12/17/2020	10424 SANTEE FIREFIGHTERS	PPE 12/09/20		DUES/PEC/BENEVOLENT/BC EXP	2,866.05
					<b>Total :</b>	<b>2,866.05</b>
126473	12/17/2020	12892 SELMAN & COMPANY	December 2020		ID THEFT PROTECTION	200.00
					<b>Total :</b>	<b>200.00</b>
126474	12/17/2020	10776 STATE OF CALIFORNIA	PPE 12/09/20		WITHHOLDING ORDER	308.30
					<b>Total :</b>	<b>308.30</b>
126475	12/17/2020	10001 US BANK	PPE 12/09/20		PARS RETIREMENT	606.42
					<b>Total :</b>	<b>606.42</b>
8 Vouchers for bank code : ubgen						<b>Bank total : 8,713.96</b>
8 Vouchers in this report						<b>Total vouchers : 8,713.96</b>

Prepared by:   
 Date: 12-17-2020  
 Approved by:   
 Date: 12-17-2020

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126477	12/17/2020	10001 US BANK	022017		STATION SUPPLIES	38.75
			02508		CURB & GUTTER REPAIR	116.64
			02654		CURB & GUTTER REPLACEMENT	247.81
			02655		CURB & GUTTER REPAIR	240.58
			02861		CURB & GUTTER REPAIR	21.89
			040749		I.T. SUPPLIES	19.38
			046631		TRUCKS & TREATS	34.23
			052712		OFFICE SUPPLIES	18.26
			068187		SPRING EGGSTRAVAGANZA	313.82
			10060		CITY'S BIRTHDAY	1,907.18
			10112		CASTLE FIRE	28.21
			1016538		PROFESSIONAL DEVELOPMENT	129.00
			103690		CONTINUING EDUCATION	138.00
			104397953		FERTILIZER	1,040.93
			111-1140782-1984213		FIREFIGHTING SUPPLIES	78.87
			111-3350316-5762669		OFFICE SUPPLIES	53.93
			11142226698983457		3RD GRADE POSTER CONTEST	58.98
			111-5265452-3125805		STRIKE TEAM SUPPLIES	48.48
			111-5591070-9285835		STATION SUPPLIES	31.04
			111-7715405-6159439		STATION SUPPLIES	63.42
			112-0962720-2249037		OFFICE SUPPLIES	417.84
			112-0962720-2249037		PROCARD USED IN ERROR-REIMB	9.99
			112-2032463-23138		STORM WATER SUPPLIES	26.92
			112-2613292-4138623		OFFICE SUPPLES	187.36
			1134637559603137182		STATION SUPPLIES	16.22
			114-4139374-7583456		UPFITTING OF UNIT #V199	112.98
			11454762179691436		SAFETY SUPPLIES	307.05
			118327		BATTALION CHIEF EXAM	87.68
			119		CASTLE FIRE	22.25
			1208185958		ONLINE MEETING SERVICES	38.13
			1208211179		ONLINE MEETING SOFTWARE	129.35
			1208216412		ONLINE MEETING SOFTWARE	129.35
			12680		FOUNTAIN MAINTENANCE	144.50
			137480		PARMA CONFERENCE FEES	298.00
			160151980		GENERAL SPECIAL EVENTS	28.34
			1656070001		ONLINE MEETING SERVICE	86.82

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126477	12/17/2020	10001 US BANK	(Continued)			
			16820		CITY HALL MAINTENANCE	27.82
			1771799022		DOMAIN RENEWAL	98.66
			183999		CASTLE FIRE	135.82
			191		CASTLE FIRE	13.14
			19283		ROW REPAIR SUPPLIES	48.07
			200012340		OATH OF OFFICE PLAQUE	81.31
			2001		PESTICIDE APPLICATORS LICENSE	60.00
			201117-03-2		CASTLE FIRE	29.30
			202241484290		BATTALION CHIEF EXAM	60.77
			2260		TEEN CENTER SUPPLIES	37.97
			240B		STAFF TRAINING	80.00
			25247053		FESTIVE FRIDAYS & 40TH BIRTHD/	1,185.25
			25268391		SENIOR EVENT INVITE	68.17
			25282393		FESTIVE FRIDAYS	56.88
			25291299		SENIOR HOLIDAY INVITE REPRINT	68.17
			25756		CASTLE FIRE	1,018.91
			262783939-B		CITY'S BIRTHDAY	29.60
			262783939-C		CITY'S BIRTHDAY	98.71
			2687-1945		NEW LAW CONFERENCE	300.00
			2938796		OFFICE SUPPLIES	97.20
			299		TEEN CENTER SUPPLIES	6.99
			300005290		CSMFO DUES	110.00
			300714		SUBSCRIPTION	100.00
			37237		FOOD TRUCK CENTRAL	14.29
			37259014		SUBSCRIPTION	408.00
			376764		DOG WASTE BAGS	1,189.06
			403 9 109 17		STATION SUPPLIES	541.95
			4058645		BOX KEYS	46.30
			43259		CASTLE FIRE	64.30
			456113050		CASTLE FIRE	1,036.07
			50159		HOLIDAY LIGHTING	19.16
			51196		MATERIALS & SUPPLIES	80.86
			54933		FOOD TRUCK CENTRAL	46.69
			56422		RADIO REPAIR PARTS	516.36
			56834		FOOD TRUCK CENTRAL	77.76
			62957		PROFESSIONAL DEVELOPMENT	129.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126477	12/17/2020	10001 US BANK	(Continued)			
			64879		FOUNTAIN MAINTENANCE	132.44
			6684587		OFFICE SUPPLIES	78.36
			678-367		ISA MEMBERSHIP - ERIC KING	135.00
			6811807		TRUCKS & TREATS	40.00
			6882156		NOTARY INSURANCE	98.00
			701047		PUMP SPRAYER	45.68
			701047-02		PUMP SPRAYER	45.68
			706107351		FESTIVE FRIDAYS	1,456.01
			713957		BATTALION CHIEF EXAM	19.78
			713957		BATTALION CHIEF EXAM	17.95
			7246		PROCARD USED IN ERROR	72.46
			7274063		WEARING APPAREL	150.98
			75748		SIDEWALK REPAIRS	17.72
			774		TRUCKS & TREATS	35.88
			83601		FLOOD CONTROL SUPPLIES	17.77
			84754		FOOD TRUCK CENTRAL	51.49
			864830		OFFICE SUPPLIES	17.23
			8876259		KEY PAD STAND	105.60
			89		CASTLE FIRE	21.71
			9012201		BLUE RIDGE FIRE	23.27
			9034234		CASTLE FIRE	44.00
			90434828		CASTLE FIRE	46.10
			9084437987303220102		REFERENCE MATERIALS	199.13
			909711		TRUCKS & TREATS	0.08
			909726		TRUCKS & TREATS	16.63
			98208		SMALL TOOLS	13.94
			C-2938796		OFFICE SUPPLIES - CREDITED	-97.20
			C-6684587		OFFICE SUPPLIES - CREDIT	-39.18
			CUSTPYMT17797		RADIO ANTENNA	93.28
			DM4295763		FESTIVE FRIDAYS	422.92
			E800		SUPPLIES FOR SANTEE'S 40TH BIF	75.27
			GZAL4YS4M2		VETERANS DAY PROMO/BRAND	199.81
			IN004036/2020		2021 SHIFT CALENDARS	990.69
			L434WX64M2		CITY'S BIRTHDAY/FOOD TRUCK CE	250.00
			P3603237		VEHICLE REPAIR PARTS	20.00
			P64238		REPLACEMENT TINES	2,306.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126477	12/17/2020	10001 US BANK	(Continued) RT11845 SC04GA SO0224953		FOUNTAIN MAINTENANCE GROUND ANCHORS FIREFIGHTING SUPPLIES	1,765.00 472.53 564.12
<b>Total :</b>						<b>24,580.85</b>
1 Vouchers for bank code : ubgen						<b>Bank total : 24,580.85</b>
1 Vouchers in this report						<b>Total vouchers : 24,580.85</b>

Prepared by: 

Date: 12-17-2020



Approved by: 

Date: 12-17-2020




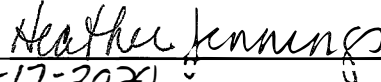
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
66773	12/21/2020	10955 DEPARTMENT OF THE TREASURY	PPE 12/09/20		FED WITHHOLD & MEDICARE	82,844.64
					<b>Total :</b>	<b>82,844.64</b>
66780	12/21/2020	10956 FRANCHISE TAX BOARD	PPE 12/09/20		CA STATE TAX WITHHELD	28,780.48
					<b>Total :</b>	<b>28,780.48</b>
452004	12/21/2020	10959 VANTAGE TRANSFER AGENT/457	PPE 12/09/20		ICMA - 457	28,756.50
					<b>Total :</b>	<b>28,756.50</b>
452009	12/21/2020	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 12/09/20		RETIREE HSA	4,162.55
					<b>Total :</b>	<b>4,162.55</b>
<b>4 Vouchers for bank code : ubgen</b>						<b>Bank total : 144,544.17</b>
<b>4 Vouchers in this report</b>						<b>Total vouchers : 144,544.17</b>

Prepared by:   
Date: 1/5/2021  
Approved by:   
Date: 1-5-2021

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
12203	12/22/2020	10353 PERS	12 20 3		RETIREMENT PAYMENT	120,553.55	
						<b>Total :</b>	<b>120,553.55</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>120,553.55</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>120,553.55</b>

Prepared by:   
Date: 12-17-2020  
Approved by:   
Date: 12-17-2020

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126478	12/30/2020	14177 ALLEN INDUSTRIES	19STE-01006		PERMIT REFUND	388.99
					<b>Total :</b>	<b>388.99</b>
126479	12/30/2020	13860 ASAP BACKFLOW SOLUTIONS	Ref000065669		CORRECTED LICENSE TYPE REFU	41.00
					<b>Total :</b>	<b>41.00</b>
126480	12/30/2020	10412 AT&T	301053963		MAST PARK	80.25
					<b>Total :</b>	<b>80.25</b>
126481	12/30/2020	10021 BOUND TREE MEDICAL LLC	83871990	53230	EMS SUPPLIES	1,795.11
			83875495	53230	EMS SUPPLIES	65.30
			83875496	53230	EMS SUPPLIES	1,306.89
					<b>Total :</b>	<b>3,167.30</b>
126482	12/30/2020	13499 BULLETPROOF IT, LLC	12042020	53257	SAFETY APPAREL	4,278.75
					<b>Total :</b>	<b>4,278.75</b>
126483	12/30/2020	13511 CAL UNIFORMS	9549	53082	CLASS A UNIFORM	672.63
			9550	53082	CLASS A UNIFORM	672.63
			9551	53082	CLASS A UNIFORM	672.63
					<b>Total :</b>	<b>2,017.89</b>
126484	12/30/2020	10299 CARQUEST AUTO PARTS	11102-515321	53083	VEHICLE REPAIR PARTS	41.37
			11102-517618	53083	VEHICLE REPAIR PARTS	242.61
			11102-517624	53083	VEHICLE REPAIR PART	23.98
					<b>Total :</b>	<b>307.96</b>
126485	12/30/2020	10031 CDW GOVERNMENT LLC	5262931	53272	SWITCH FOR CHAMBER UPGRADE	10,611.97
					<b>Total :</b>	<b>10,611.97</b>
126486	12/30/2020	10032 CINTAS CORPORATION #694	4068901625	53084	UNIFORM/PARTS CLEANER RNTL	65.81
			4069557691	53084	UNIFORM/PARTS CLEANER RNTL	65.81
					<b>Total :</b>	<b>131.62</b>
126487	12/30/2020	10033 CITY ELECTRIC SUPPLY COMPANY	STE/067951	53263	STREETLIGHT PHOTOCELLS	367.22
					<b>Total :</b>	<b>367.22</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126488	12/30/2020	10039 COUNTY MOTOR PARTS COMPANY INC	505034	52994	VEHICLE SUPPLIES	36.78
<b>Total :</b>						<b>36.78</b>
126489	12/30/2020	10171 COUNTY OF SAN DIEGO AUDITOR &	11/2020 AGENCY REV 11/2020 DMV REVENUE 11/2020 PHOENIX REV		11/20 AGENCY PARK CITE REPT 11/20 DMV PARK CITE REPT 11/20 PHOENIX CITE REV REPT	108.75 300.75 286.25
<b>Total :</b>						<b>695.75</b>
126490	12/30/2020	10486 COUNTY OF SAN DIEGO	202000836 CIP2021-06		RECORDED DOC FEE COUNTY RECORDER FEE	17.00 50.00
<b>Total :</b>						<b>67.00</b>
126491	12/30/2020	10333 COX COMMUNICATIONS	052335901 063453006 064114701 066401501 112256001		8950 COTTONWOOD AVE 9534 VIA ZAPADOR 8115 ARLETTE ST 10601 N MAGNOLIA AVE 9130 CARLTON OAKS DR	181.51 92.53 193.61 8.56 91.99
<b>Total :</b>						<b>568.20</b>
126492	12/30/2020	11168 CTE INC CLARK TELECOM AND	2576 2581	53157 53157	DIG ALERT MARK-OUTS STREET LIGHT REPAIRS	796.16 4,584.81
<b>Total :</b>						<b>5,380.97</b>
126493	12/30/2020	10651 CUSTEAU, JASON	12202020		PARAMEDIC LICENSE RENEWAL	225.00
<b>Total :</b>						<b>225.00</b>
126494	12/30/2020	10046 D MAX ENGINEERING INC	6342	52876	2020 MS4 OUTFALL MONITORING	3,905.00
<b>Total :</b>						<b>3,905.00</b>
126495	12/30/2020	13129 DAVID TURCH AND ASSOCIATES	12920	53130	HIGHWAY 52 COALITION SUPPORT	5,000.00
<b>Total :</b>						<b>5,000.00</b>
126496	12/30/2020	12356 DAVIS FARR LLP	8680	52967	FY 2019-20 AUDIT SERVICES	5,000.00
<b>Total :</b>						<b>5,000.00</b>
126497	12/30/2020	11295 DOKKEN ENGINEERING	37823	52440	SANTEE LAKES STORM DRAIN	29,390.00
<b>Total :</b>						<b>29,390.00</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126498	12/30/2020	14138 ANDRIANA CHAVEZ	Ref000068163		REFUND FOR OVERPAYMENT OF E	46.50
					<b>Total :</b>	<b>46.50</b>
126499	12/30/2020	10196 FIRE PREVENTION SERVICES INC	121820		WEED ABATEMENT	8,226.28
					<b>Total :</b>	<b>8,226.28</b>
126500	12/30/2020	12760 FOCUS PSYCHOLOGICAL	SANTEE2020-11	53032	COUNSELING SERVICES	750.00
					<b>Total :</b>	<b>750.00</b>
126501	12/30/2020	13598 GARZA INDUSTRIES, INC	1910142		FACE MASKS	376.59
					<b>Total :</b>	<b>376.59</b>
126502	12/30/2020	10301 HORSMAN AUTOMOTIVE	8347	53006	VEHICLE SMOG INSPECTION	44.95
			8364	53006	VEHICLE SMOG INSPECTION	44.95
			8379	53006	VEHICLE SMOG INSPECTION	44.95
			8382	53006	VEHICLE SMOG INSPECTION	44.95
			8412	53006	VEHICLE SMOG INSPECTION	64.95
					<b>Total :</b>	<b>244.75</b>
126503	12/30/2020	11864 KIRKLAND PRINTING & MAILING	2207		TIMECARDS	317.86
					<b>Total :</b>	<b>317.86</b>
126504	12/30/2020	10997 LAKESIDE FIRE PREVENTION	179	53134	SOFTWARE SUBSCRIPTION	548.00
					<b>Total :</b>	<b>548.00</b>
126505	12/30/2020	13851 LAWSON PRODUCTS, INC	7173718	53106	VEHICLE REPAIR PARTS	210.18
			9307999873	53106	EQUIPMENT REPAIR PARTS	196.56
					<b>Total :</b>	<b>406.74</b>
126506	12/30/2020	13697 MARIN, ALICE	2004086.001		SENIOR GROUP CANCELLATION	10.00
					<b>Total :</b>	<b>10.00</b>
126507	12/30/2020	10079 MEDICO PROFESSIONAL	20320378	53090	MEDICAL LINEN SERVICE	20.62
			20320380	53090	MEDICAL LINEN SERVICE	13.01
					<b>Total :</b>	<b>33.63</b>
126508	12/30/2020	10921 MEDLIN, RICHARD	11252020		PARAMEDIC LICENSE RENEWAL	225.00

Bank code : ubgen


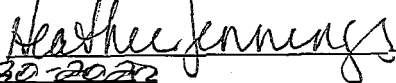
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126508	12/30/2020	10921 10921 MEDLIN, RICHARD	(Continued)			<b>Total : 225.00</b>
126509	12/30/2020	10083 MUNICIPAL EMERGENCY SERVICES	IN1527162	53056	FIREFIGHTING SUPPLIES	743.48
						<b>Total : 743.48</b>
126510	12/30/2020	10344 PADRE DAM MUNICIPAL WATER DIST	90000367		GROUP BILL	23,932.91
						<b>Total : 23,932.91</b>
126511	12/30/2020	10092 PHOENIX GROUP INFO SYSTEMS	102020031	53158	FY 20/21 PARKING CITE PROCESS	342.07
						<b>Total : 342.07</b>
126512	12/30/2020	10101 PROFESSIONAL MEDICAL SUPPLY	B012720 B012721	53094 53094	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS	81.02 55.80
						<b>Total : 136.82</b>
126513	12/30/2020	12107 QUICK CRETE PRODUCTS	0114683-IN	53276	MEMORIAL TABLE	2,048.33
						<b>Total : 2,048.33</b>
126514	12/30/2020	13412 RAISING CANE'S CHICKEN FINGERS	91419		SANTEE BLUEGRASS FESTIVAL	150.00
						<b>Total : 150.00</b>
126515	12/30/2020	10095 RASA	5464	53221	MAP CHECK	605.00
						<b>Total : 605.00</b>
126516	12/30/2020	10097 ROMAINE ELECTRIC CORPORATION	12-051557	53095	VEHICLE SUPPLIES	218.41
						<b>Total : 218.41</b>
126517	12/30/2020	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8 2237 358 004 2 3422 380 562 8 4394 020 550 9 7990 068 577 7 8509 742 169 4		STREET LIGHTS TRAFFIC SIGNALS ROW / MEDIANS LMD PARKS CITY HALL GROUP BILL	31,468.48 4,816.45 219.64 3,555.61 14,293.15 7,120.46
						<b>Total : 61,473.79</b>
126518	12/30/2020	13554 SC FUELS	0325271	53078	FLEET CARD FUELING	1,618.02
						<b>Total : 1,618.02</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126519	12/30/2020	10110 SECTRAN SECURITY INC	20090432	53176	FY 20/21 ARMORED CAR TRANSPC	141.67
			20100430	53176	FY 20/21 ARMORED CAR TRANSPC	141.67
			20110436	53176	FY 20/21 ARMORED CAR TRANSPC	141.67
			20120444	53176	FY 20/21 ARMORED CAR TRANSPC	141.67
					<b>Total :</b>	<b>566.68</b>
126520	12/30/2020	13206 SHARP BUSINESS SYSTEMS	9003067453	53139	SHARP MAINT/COPIES DEC 2021	932.80
					<b>Total :</b>	<b>932.80</b>
126521	12/30/2020	14176 SO CAL TREE CARE	EN20166S		REFUNDABLE DEPOSIT	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
126522	12/30/2020	10314 SOUTH COAST EMERGENCY VEHICLE	501716	53096	VEHICLE REPAIR PARTS	159.67
					<b>Total :</b>	<b>159.67</b>
126523	12/30/2020	11056 STANDARD ELECTRONICS	S44824	53147	SECURITY SYS - MAINT	1,281.00
					<b>Total :</b>	<b>1,281.00</b>
126524	12/30/2020	10217 STAPLES ADVANTAGE	3463884540	53124	OFFICE SUPPLIES	56.80
					<b>Total :</b>	<b>56.80</b>
126525	12/30/2020	10027 STATE OF CALIFORNIA	482877		FINGERPRINT COSTS	32.00
					<b>Total :</b>	<b>32.00</b>
126526	12/30/2020	10749 STATE WATER RESOURCES	SW-0205730		WATER RESOURCES PERMIT FEE	22,475.00
					<b>Total :</b>	<b>22,475.00</b>
126527	12/30/2020	10749 STATE WATER RESOURCES	SW-0203278		SWRCB PERMIT FEE - THEATER SI	685.00
					<b>Total :</b>	<b>685.00</b>
126528	12/30/2020	10250 THE EAST COUNTY	00101626		PUBLIC NOTICE	91.00
					<b>Total :</b>	<b>91.00</b>
126529	12/30/2020	11434 TYLER BUSINESS FORMS	53156	53261	W-2, 1099, NEC FORMS/ENVELOPE	368.19
					<b>Total :</b>	<b>368.19</b>
126530	12/30/2020	10978 US BANK	5948638		CDC TAB/2011 SERIES A AND B	2,450.00

Bank code : ubgen


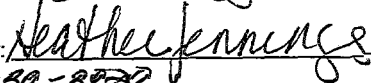
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126530	12/30/2020	10978 10978 US BANK	(Continued)			<b>Total : 2,450.00</b>
126531	12/30/2020	10325 VALLEY POWER SYSTEM INC	R 21054	53027	VEHICLE REPAIR PART	706.45
						<b>Total : 706.45</b>
126532	12/30/2020	11305 VELOCITY TRUCK CENTERS	RA290019302:01	53028	VEHICLE REPAIR	562.39
						<b>Total : 562.39</b>
126533	12/30/2020	10475 VERIZON WIRELESS	9868875775		CELL PHONE SERVICE	1,286.96
						<b>Total : 1,286.96</b>
126534	12/30/2020	10799 VOSBURGH, TODD	215850		STEEL TOE BOOTS	200.00
						<b>Total : 200.00</b>
126535	12/30/2020	10136 WEST COAST ARBORISTS INC	166861	53070	URBAN FORESTRY	1,400.00
			166862	53070	URBAN FORESTRY	3,720.00
						<b>Total : 5,120.00</b>
126536	12/30/2020	10537 WETMORE'S	06P1776	53029	VEHICLE REPAIR PARTS	53.12
						<b>Total : 53.12</b>
126537	12/30/2020	14175 YARWICK, TERRY	DR19002A		REFUNDABLE DEPOSIT	762.30
						<b>Total : 762.30</b>
60 Vouchers for bank code : ubgen						<b>Bank total : 213,405.19</b>
60 Vouchers in this report						<b>Total vouchers : 213,405.19</b>

Prepared by:   
 Date: 12-30-2020  
 Approved by:   
 Date: 12-30-2020



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126538	12/30/2020	12724 AMERICAN FIDELITY ASSURANCE	D253652		VOLUNTARY INS-AM FIDELITY	5,542.94
					<b>Total :</b>	<b>5,542.94</b>
126539	12/30/2020	12903 AMERICAN FIDELITY ASSURANCE CO	2088664		FLEXIBLE SPENDING ACCOUNT	2,339.23
					<b>Total :</b>	<b>2,339.23</b>
126540	12/30/2020	10424 SANTEE FIREFIGHTERS	PPE 12/23/20		DUES/PEC/BENEVOLENT	2,841.12
					<b>Total :</b>	<b>2,841.12</b>
126541	12/30/2020	10776 STATE OF CALIFORNIA	PPE 12/23/20		WITHHOLDING ORDER	308.30
					<b>Total :</b>	<b>308.30</b>
126542	12/30/2020	10001 US BANK	PPE 12/23/20		PARS RETIREMENT	559.62
					<b>Total :</b>	<b>559.62</b>
<b>5 Vouchers for bank code : ubgen</b>						<b>Bank total : 11,591.21</b>
<b>5 Vouchers in this report</b>						<b>Total vouchers : 11,591.21</b>

Prepared by:   
Date: 12-30-2020  
Approved by:   
Date: 12-30-2020

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

**Item 4**

**MEETING DATE**

January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FY 2019 STATE HOMELAND SECURITY GRANT FUNDS IN ACCORDANCE WITH ALL PROGRAM REQUIREMENTS AND APPROVING THE PURCHASE OF SEVEN PANASONIC TOUGHBOOK CF-33 COMPUTERS AND RELATED EQUIPMENT FROM CDCE, INC., UTILIZING NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT MNWNC-124**

**DIRECTOR/DEPARTMENT**

John Garlow, Fire Chief *JG*

**SUMMARY** On July 23, 2020, the San Diego County Office of Emergency Services approved Santee's 2019 State Homeland Security Grant (SHSG) request in the amount of \$34,950.00. The SHSG funds will be utilized to replace seven (7) older Panasonic Toughbook CF-31 model laptop computers used by frontline fire apparatus with seven (7) fully rugged Panasonic Toughbook CF-33 model tablet computers. The deadline for reimbursement of the \$34,950.00 grant is May 31, 2021.

Santee Municipal Code Section 3.24.130(A) authorizes the use of cooperative purchasing plans or programs determined to be in the City's best interest. In October 2016, the National Association of State Procurement Officials (NASPO) issued California Participating Addendum No. 7-15-70-34-023 to the Computer Equipment Master Agreement MNWNC-124 with Panasonic System Communications Company of North America for Computer Equipment: Laptops and Tablets, Including Related Peripherals and Services. Master Agreement MNWNC-124 was subsequently extended through July 31, 2021. CDCE, Inc., is an authorized distributor of Panasonic Toughbook products and is providing pricing that meets the requirements of Master Agreement MNWNC-124.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$25,000. Staff recommends utilizing NASPO ValuePoint Cooperative Purchasing Program Computer Equipment Master Agreement: MNWNC-124 to purchase new computer equipment that includes seven (7) Panasonic ToughBook CF-33 ruggedized computers and accessories from CDCE, Inc., in an amount not to exceed \$35,848.17.

**FINANCIAL STATEMENT**

*jm* 2019 State Homeland Security Grant funds will reimburse the City \$34,950.00 toward the cost of the new rugged tablet computers and accessories. There will be a remaining cost to the City of \$898.17, which has been accounted for in the current fiscal year budget.

**CITY ATTORNEY REVIEW**

N/A     Completed

**RECOMMENDATION**

*MSB*  
Adopt the resolution authorizing the appropriation and expenditure of 2019 State Homeland Security Grant (SHSG) funds to purchase new computer equipment from CDCE, Inc., utilizing NASPO ValuePoint Cooperative Purchasing Program Computer Equipment Master Agreement MNWNC-124 for an amount not to exceed \$35,848.17 and authorizing the Fire Chief to execute all necessary grant documents.

**ATTACHMENTS**

1. Resolution    2. Notification of Federal Funding Award

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

**RESOLUTION AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FY 2019 STATE HOMELAND SECURITY GRANT FUNDS IN ACCORDANCE WITH ALL PROGRAM REQUIREMENTS AND APPROVING THE PURCHASE OF SEVEN PANASONIC TOUGHBOOK CF-33 COMPUTERS AND RELATED EQUIPMENT FROM CDCE, INC., UTILIZING NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT MNWNC-124**

**WHEREAS**, on July 23, 2020, the San Diego County Office of Emergency Services approved the City of Santee's ("City") 2019 State Homeland Security Grant ("SHSG") request in the amount of \$34,950.00; and

**WHEREAS**, the Santee Fire Department needs to update its Panasonic ToughBook laptop computers and related equipment to perform its mission of protecting life, property and the environment, and desires to use the 2019 SHSG grant funds to replace seven (7) older Panasonic ToughBook CF-31 model laptop computers used by frontline fire apparatus with seven (7) fully rugged Panasonic ToughBook CF-33 model tablet computers; and

**WHEREAS**, Santee Municipal Code Section 3.24.130(A) authorizes the use of cooperative purchasing plans or programs determined to be in the City's best interest; and

**WHEREAS**, in October 2016, the National Association of State Procurement Officials (NASPO) issued California Participating Addendum No. 7-15-70-34-023 to the Computer Equipment Master Agreement MNWNC-124 with Panasonic System Communications Company of North America for Computer Equipment: Laptops and Tablets, Including Related Peripherals and Services, and Master Agreement MNWNC-124 was subsequently extended through July 31, 2021; and

**WHEREAS**, CDCE, Inc., is an authorized distributor of Panasonic ToughBook products and is providing pricing that meets the requirements of Master Agreement MNWNC-124; and

**WHEREAS**, Staff recommends utilizing NASPO ValuePoint Cooperative Purchasing Program Computer Equipment Master Agreement: MNWNC-124 to purchase new computer equipment that includes seven (7) Panasonic ToughBook CF-33 ruggedized computers and accessories from CDCE, Inc., in an amount not to exceed \$35,848.17; and

**WHEREAS**, any liability arising out of the performance of the SHSG agreement shall be the responsibility of the City of Santee and the City Council; and

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

**WHEREAS**, SHSG funds shall not be used to supplant expenditures controlled by the City Council; and

**WHEREAS**, 2019 SHSG funds will reimburse the City \$34,950.00 toward the cost of the new rugged tablet computers and accessories, with a remaining cost to the City of \$898.17; and

**WHEREAS**, the City has accounted for the remaining cost of \$898.17 in the current fiscal year budget; and

**WHEREAS**, City staff has determined that it would be in the City's best interest to purchase seven (7) Panasonic Toughbook CF-33 model tablets from CDCE, Inc., utilizing National Association of State Procurement Officials (NASPO) Master Agreement MNWNC-124.

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

1. Finds the purchase of seven (7) Panasonic Toughbook CF-33 laptop computers and related equipment from CDCE, Inc., utilizing National Association of State Procurement Officials (NASPO) Master Agreement MNWNC-124 for the amount not to exceed \$35,848.17, is in the City's best interest, and authorizes the appropriation and expenditure of FY 2019 State Homeland Security Grant funds for that purchase; and
2. Authorizes the Fire Chief to execute all necessary grant documents.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of January 2021, by the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**JOHN W. MINTO, MAYOR**

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

ATTEST:

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



**County of San Diego Office of Emergency Services**  
5580 Overland Ave., Suite 100  
San Diego, CA 92123 -1251  
Phone: (858) 565-3490 Fax: (858) 565-3499  
Email: [oes@sdcountry.ca.gov](mailto:oes@sdcountry.ca.gov)



July 23, 2020

City of Santee  
10601 Magnolia Ave  
Santee, CA 92071

**SUBJECT: NOTIFICATION OF FEDERAL FUNDING AWARD**  
FY 2019 Homeland Security Grant Program (HSGP)  
Subaward #2019-0035, Cal OES ID #073-00000

The purpose of this letter is to notify you that the County of San Diego Office of Emergency Services has approved your FY2019 SHSP award in the amount of \$34,950 as listed below:

<b>Subrecipient Name:</b>	City of Santee
<b>Subrecipient DUNS:</b>	103163374
<b>Federal Award ID (FAIN)</b>	EMW-2019-SS-00035-S01
<b>Federal Award Date:</b>	09/01/19 to 08/31/22
<b>Subaward Period of Performance:</b>	03/01/20 to 05/31/21
<b>Subrecipient Award Amount:</b>	\$34,950
<b>Federal Award Project Description:</b>	Implementation of homeland security management grant to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events
<b>Federal Awarding Agency:</b>	US Department of Homeland Security
<b>CFDA Number:</b>	97.067/Homeland Security Grant Program
<b>Research &amp; Development Award (Y/N):</b>	No
<b>Indirect Cost Rate:</b>	N/A
<b>Match Requirement:</b>	N/A

This grant award is subject to all provisions of Uniform Guidance (2 CFR Part 200), which can be accessed at [www.ecfr.gov](http://www.ecfr.gov). Non-federal entities that expend \$750,000 or more annually in Federal Awards must have a single audit performed each year. Please forward a copy of your most current single audit report to the contact below.

Subrecipients are required to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and noncompetitive procurement requests require additional approvals. Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to the contact below no later than the time of reimbursement.

### **Unified San Diego County Emergency Services Organization**

CARLSBAD • CHULA VISTA • CORONADO • COUNTY OF SAN DIEGO • DEL MAR • EL CAJON • ENCINITAS • ESCONDIDO • IMPERIAL BEACH • LA MESA  
LEMON GROVE • NATIONAL CITY • OCEANSIDE • POWAY • SAN DIEGO • SAN MARCOS • SANTEE • SOLANA BEACH • VISTA



Please complete and return the attached OES Grant Management Assessment Questionnaire, 2019 Grant Assurances and Signature Authorization Form, current procurement policies and salvage guidelines. A hard copy of the Grant Assurances and Signature Authorization Forms must be mailed.

Your performance period ends May 31, 2021. Please submit your reimbursement requests in a timely manner, no later than June 30, 2021.

For further assistance, please contact Kevin Preston at (858) 715-2214 or [Kevin.Preston@sdcounty.ca.gov](mailto:Kevin.Preston@sdcounty.ca.gov)

Sincerely,

*Martin Kurian*

Martin Kurian, Principal Administrative Analyst  
County of San Diego  
Office of Emergency Services

cc: Preston, Kevin

Attachments: OES Grant Management Assessment Questionnaire  
2019 Grant Assurances  
SHSP 2019 Allocations

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

Item 5

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT-OF-WAY IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CUYAMACA SERVICE STATION LOCATED AT 8617 CUYAMACA STREET. RELATED CASE FILES: P2017-2, MR2019-1, VME2019-1

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



**SUMMARY**

The developer, Chris Salem, is required to construct public improvements associated with the gas station, car wash, and a commercial building project at the northeast corner of Cuyamaca Street and Prospect Avenue as required by the project conditions of approval as approved by the City Council on October 10, 2018 per Resolution No. 119-2018. The construction plans have been reviewed and accepted by the Department of Development Services. The developer has also provided to the City of Santee the bonds, securities and Right-of-Way Improvement Agreement necessary to secure, and move forward with, the construction of the public improvements. These improvements include two driveway entrances, concrete sidewalk and pavement restorations, and construction of biofiltration basins.

The City Council is requested to authorize the City Manager to execute the Right-of-Way Improvement Agreement with Chris Salem.

**ENVIRONMENTAL REVIEW**

The project was found categorically exempt from the California Environmental Quality Act pursuant to CEQA guidelines Sections 15303 and 15332 on October 10, 2018 per Resolution No. 119-2018.

**FINANCIAL STATEMENT**

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

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**

Adopt Resolution authorizing the City Manager to execute the Public Right-of-Way Improvement Agreement.

**ATTACHMENTS**

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



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC RIGHT-OF-WAY  
IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH  
THE CUYAMACA SERVICE STATION LOCATED AT 8617 CUYAMACA STREET.  
RELATED CASE FILES: P2017-2, MR2019-1, VME2019-1**

**WHEREAS**, on October 10, 2018, the developer, Chris Salem, obtained approval of a Conditional Use Permit P2017-2 to develop a gas station, accessory car wash, and a commercial building located at 8617 Cuyamaca Street; and

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

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

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13<sup>th</sup> day of January 2021, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

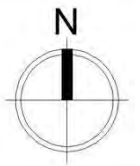
**ATTEST:**

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

# Vicinity Map



**Cuyamaca Service Station  
Conditional Use Permit P2017-2  
APN 384-161-25, -26, -27**



**CITY OF SANTEE  
PUBLIC RIGHT-OF-WAY IMPROVEMENT AGREEMENT**

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

NAME OF DEVELOPER: Chris Salem  
(referred to as "Developer")

NAME OF DEVELOPMENT: Cuyamaca Service Station  
(referred to as "Development")

PROJECT NUMBERS: P2017-02, G-1329, IP2019-03

DEVELOPMENT REVIEW OR CONDITIONAL USE PERMIT  
RESOLUTION OF APPROVAL: 119-2018 DATE: October 10, 2018  
(referred to as "Resolution of Approval")

IMPROVEMENT PLAN NO(S): 2020-098 to 2020-103  
(referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$104,968

SURETY/FINANCIAL INSTITUTION: SureTec Insurance Company

ADDRESS: 2103 CityWest Blvd, Suite 1300, Houston, TX 77042

FORM OF SECURITY: Bond

SECURITY ID NOS.: 4437591

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

**RECITALS**

- A. Developer has presented to City for approval a Development proposal for a proposed Development pursuant to provisions of the Santee Municipal Code and regulations relating to the filing and approval of land development within the City of Santee.
- B. A permit for the Development has been approved. The Resolution of Approval is on file in the Office of the City Clerk is hereby incorporated into this agreement by reference.
- C. The Santee Municipal Code establishes as a condition precedent to the Developer performing work within the limits of the public right-of-way, the Developer must enter



into a secured agreement with City to complete the construction and installation of improvements within a period of time specified by City.

- D. In consideration of approval of the permit for the Development by the Planning Commission or City Council (hereinafter referred to as "Legislative Body"), Developer desires to enter into this agreement, whereby Developer promises to install and complete at Developer's own expense, unless otherwise provided for in the Resolution of Approval, all the public improvement work required by City in connection with the proposed Development. Developer has secured this agreement with improvement security required by the Santee Municipal Code and approved by the City Attorney.
- E. Improvement Plans for the construction, installation and completion of the improvements have been prepared by Developer and approved by the City Engineer and are incorporated into this agreement by this reference. All references in this agreement to the Improvement Plans shall include any specifications for the improvements as approved by the City Engineer.
- F. An estimate of the cost of constructing the public improvements and performing land development work in connection with the public improvement requirements according to the improvement plans has been made and approved by the City Engineer or his/her representative. The estimated amount is stated on Page 1 of the agreement and the basis for this estimate is attached as Exhibit "A".

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

1. Developer's Obligations to Construct Improvements.

Developer shall:

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

IMPROVEMENTS

DEADLINE DATE

Per Drawings 2020-098 to 103

Prior to occupancy

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

improvements are actually constructed.

- c. Furnish the necessary material for completion of the public improvements in conformity with the improvement plans and City standards.
- d. Acquire and dedicate, or pay the cost of acquisition by City, all rights-of-way, easements and other interests in real property required for construction or installation of the public improvements, except as may otherwise be provided for in the Resolution of Approval, free and clear of all liens and encumbrances. The Developer's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Developer and City. Developer shall also be responsible for obtaining any public or private drainage easements or other authorization to accommodate the Development.
- e. Notify City Engineer in writing at least five working days prior to the commencement of the work so that City Engineer will be able to schedule inspections.
- f. Complete the improvements under this contract on or before the time limit stated in Section 1, Subsection b hereof, unless a time extension is granted by the City Manager as authorized by Section 20.

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

- a. The offer of dedication to City of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or
- b. The dedication to, and acceptance by City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer.
- c. The issuance by a court of competent jurisdiction, pursuant to the state eminent domain law, of an order of possession. Developer shall comply in all respects with the order of possession.

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

3. Security. Developer shall at all times guarantee Developer's performance of this agreement by furnishing to City, and by maintaining, good and sufficient security as

required by Santee Municipal Code on forms approved by City for the purposes and in the amounts as follows:

- a. To assure faithful performance of this agreement in regard to the improvements in an amount of 100% of the estimated costs of the improvements; and,
- b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 50% of the estimated cost of the improvements; and,
- c. To guarantee or warranty the work done pursuant to this agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements. The Warranty Security shall be included with, and made a part of the faithful performance security until release of the faithful performance security as specified in Paragraph 5, Subsection a hereof; and,
- d. The securities required by this agreement shall be kept on file with the City Clerk. The terms and conditions of the security documents referenced on Page 1 of this agreement are incorporated into this agreement. If any security is replaced by another City approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this agreement. Upon filing of a replacement security with the City Clerk, the former security may be released.

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

Developer or their Surety/Financial Institution from the obligation to pay for the entire cost of such urgency work.

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

- a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work and after the expiration of the time limits for filing claims against the City, subject to the provisions of subsection 5 b hereof. Release is made provided that 10% of the original security amount given for faithful performance shall be retained as security for guarantee and warranty of the work performed.
- b. The City Engineer may release 90% of the security given for faithful performance of improvement work upon acceptance of the improvement work by City Council.
- c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to 125% of the total amounts claimed by all claimants for whom liens have been filed and of which notice has been given to the City, conditioned upon the payment of said claims together with costs of suit plus reasonable attorney's fees, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security is to be released upon the settlement of all claims and obligations for which the security was given.
- d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 4, the warranty period shall not commence until final acceptance of all work and improvements by the City Council.
- e. The City may retain from any security released, an amount sufficient to cover costs, reasonable expenses, and fees, including reasonable attorneys' fees.

6. Inspection and Acceptance. Developer shall at all times maintain proper facilities and safe access for inspection of the public improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the work the Developer shall request a final inspection by the City Engineer, or his/her authorized representative. If the City Engineer, or his/her authorized representative, determines that the work has been completed in accordance with this agreement, they shall certify the completion of the public improvements to the City Council. If the City Council determines that the



improvements have been completed as required by this agreement, it shall accept the improvements within thirty days after the City Engineer certifies that the improvements have been completed. No improvements shall be accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Developer shall bear all costs of inspection and certification.

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

8. Alteration to Improvement Plans.

- a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements which are mutually agreed upon by City and Developer, not exceeding 10% of the original estimated cost of the improvement or \$50,000 whichever is less, shall not change the amount of security required under Section 3. In the event such changes, alterations, or additions exceed such amounts, Developer shall provide additional security as required by Paragraph 3 of this agreement based on the total estimated cost of the improvements as changed, altered, or amended.
- b. The Developer shall construct the improvements in accordance with the City standards in effect at the time of their construction. City reserves the right to modify the standards applicable to the Development and this agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or City zoning ordinances. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

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

10. Injury to Work. Until such time as the improvements are accepted by City, Developer shall be responsible to bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed and accepted by City, Developer will be responsible for the care, operation of, maintenance of, and any damage to such improvements. City shall not, nor



shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

11. Default of Developer.

- a. Default of Developer shall include, but not be limited, to, Developer's failure to timely commence construction of the improvements under this agreement; Developer's failure to timely complete construction of the improvements; Developer's failure to cure any defect in the improvements; Developer's failure to perform substantial construction work for a period of 20 calendar days after commencement of the work; Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within 30 days; the commencement of a foreclosure action against the Development or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or Developer's failure to perform any other obligation under this agreement.
- b. The City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this agreement. In the event Developer fails to perform any of the terms or conditions of this agreement, the City will be damaged to the extent of the costs of installation of the improvements which Developer failed to install. The City shall have the right, to draw upon or utilize the appropriate security to mitigate City's damages in event of default by Developer. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, City's damages for Developer's default shall be measured by the actual cost to the City of completing the required improvements.

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

City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's Surety/Financial Institution shall be liable to City for any excess cost or damages occasioned thereby; and, in such event, City, without liability for so doing, may take

possession of, and utilize in completing the work such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for performance of the work. Developer agrees not to remove such property from the site.

- c. In the event that Developer fails to perform any obligation hereunder, Developer agrees to pay all costs and expenses incurred by City in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees.
- d. The failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or any subsequent default of Developer.

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

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

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

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

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

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

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

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

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

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

Delay, other than delay in the commencement of work, resulting from an act of City, or by



an act of God, which Developer could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Developer, shall constitute good cause for an extension. As a condition of such extension, the City Council or City Manager may require Developer to furnish new security guaranteeing performance of this agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. No Vesting of Rights. Performance by Developer of this agreement shall not be construed to vest Developer's right with respect to any change in any zoning or building law or ordinance.

22. Notices. All notices required or provided for under this agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this paragraph. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to City:	Attn: City Engineer City of Santee Department of Development Services 10601 Magnolia Avenue Santee, CA 92071-1266
-----------------	---

Notice to Developer:	Attn: Chris Salem Cuyamaca Investment Properties, LLC 3103 Turnberry Way Jamul, CA 91935
----------------------	---

Notice to Surety/Financial Institution:

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

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

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

reasonable attorney's fees in enforcing the terms of this agreement.

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

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

Executed by Developer this 20<sup>th</sup> day of November, 20 20.

DEVELOPER:

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

Christopher T. Salem  
(Name of Developer)

By:   
(sign here)

Christopher T. Salem  
(print name here)

Managing Member, LLC  
(title and organization of signatory)

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

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

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name here)

\_\_\_\_\_  
(title and organization of signatory)

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

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

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

State of California  
County of San Diego

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

On November 20, 2020, before me, Madison C. Butler, Notary Public, personally appeared

Chris Salem

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

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

WITNESS my hand and official seal.



(seal)

A handwritten signature in cursive script that reads 'Madison C. Butler'. The signature is written over a horizontal line.

Madison C. Butler, Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of

City of Santee - Public Right-of-Way Improvement Agreement

Containing 12 pages, and dated 11/20/2020

Exhibit "A"

PLAN CHECK NO.: G-1329 , *IP 2019-03*  
 PROJECT: CUYAMACA SERVICE STATION  
 ADDRESS: 8617 CUYAMACA STREET, SANTEE, CA

**COST ESTIMATE FOR BOND PURPOSES**

**OFFSITE IMPROVEMENTS**

NO.	DESCRIPTION	QTY	UNIT COST	UNIT	TOTAL
1	CONSTRUCT DRIVEWAY APPROACH (STD PW-21)	720 SF	\$7.00	SF	\$5,040.00
2	CONSTRUCT 6" PCC CURB & GUTTER (G-2)	5 LF	\$20.00	LF	\$100.00
3	CONSTRUCT 4" THK CONC. SIDEWALK (G-7)	325 SF	\$5.00	SF	\$1,625.00
4	BIORETENTION BASIN	300 SF	\$18.00	SF	\$5,400.00
5	REMOVE CONC. SIDEWALK	100 SF	\$1.50	SF	\$150.00
6	REPAIR AND REPLACE FAILED SIDEWALK	170 SF	\$5.00	SF	\$850.00
7	SLOT CUT/REMOVE/REPLACE EXISTING AC	60 SF	\$10.00	SF	\$600.00
8	REMOVE EXIST. DRIVEWAY	2 EA	\$1,000.00	EA	\$2,000.00
9	8" PVC (SCH. 80)	6 LF	\$100.00	LF	\$600.00
10	CONNECT TO EXIST. CATCH BASIN	1 EA	\$200.00	EA	\$200.00
11	AC TRENCH REPAIR	3300 SF	\$12.00	EA	\$39,600.00
12	NO DUMPING & TRASH CAPTURE	1 EA	\$1,200.00	EA	\$1,200.00
13	BIORETENTION BASIN REPAIR	240 SF	\$9.00	SF	\$2,160.00
14	3' CURB OPENING	1 EA	\$400.00	EA	\$400.00
15	ADA RAMP/TRUNCATED DOMES (TYPE A)	4 LOT	\$1,600.00	EA	\$6,400.00
16	REMOVE EXIST STEEL POLE	1 EA	\$100.00	EA	\$100.00
17	RELOVATE EXIST. STREET LIGHT	1 EA	\$5,000.00	EA	\$5,000.00
18	STREET LIGHT	1 EA	\$7,000.00	1	\$7,000.00
19	IRRIGATION LINES	1 LOT	\$2,000.00	EA	\$2,000.00

**SUB-TOTAL** \$95,425.00

10% Contingencies \$9,542.50

**TOTAL** \$104,967.50

**APPROVED**

CITY OF SANTEE  
 DEPARTMENT OF DEVELOPMENT SERVICES  
 ENGINEERING DIVISION

BY: *[Signature]*  
 DATE: 9-16-20





MATCHLINE - SEE BELOW

PROSPECT AVE.

CONSTRUCTION NOTES:

- CONSTRUCT DRIVEWAY PER CITY OF SANTEE PUBLIC WORKS STD. PW-21.
- INSTALL 6" CURB AND GUTTER PER SDRSD G-2.
- CONSTRUCT 4" THICK SIDEWALK PER SDRSD G-7 AND G-9.
- CONSTRUCT BIOFILTRATION BASIN PER DETAIL HEREON. ALLOW 4' SEPARATION FOR WATER SERVICE SAWCUT/REMOVE EXIST. CONCRETE SIDEWALK. (JOINT TO JOINT)
- REPAIR AND REPLACE FAILED OR INADEQUATE SIDEWALK, LIMITS PER THE DIRECTION OF THE DIRECTOR OF DEVELOPMENT SERVICES.
- SAWCUT/REMOVE AND REPLACE AC PAVEMENT PER PW-03.
- REMOVED EXIST. CONC. DRIVEWAY.
- INSTALL 8" PVC (SCH. 80) BEDDING AND BACKFILL PER SDRSD D-60.
- CONNECT STORM DRAIN TO CATCH BASIN PER SPPWC STD. DWG 335-2, CASE 1.
- SAWCUT/REMOVE AND REPLACE AC (MATCH EX) TRENCHING AND BACKFILL PER CITY REQUIREMENTS.
- INSTALL "NO DUMPING" INDICATOR AND ADS-FLEXSTORM PERFORATED TRASH STAINLESS STEEL FULL TRASH CAPTURE INSERTS.
- EXISTING BIOFILTRATION BASIN TO REMAIN AND TO BE RECONFIGURED. ALLOW 4' SEPARATION FOR WATER AND SEWER SERVICE. CONSTRUCT 3.0' CURB OPENING.
- REMOVE EXIST. STEEL POLE AND REPAIR CONCRETE.
- INSTALL RELOCATED STREET LIGHT PER CITY OF SANTEE PUBLIC WORKS STD. PW-20.
- INSTALL STREET LIGHT PER CITY OF SANTEE PUBLIC WORKS STD. PW-20.

SEWER CONSTRUCTION NOTES

- EXIST. SEWER SERVICE IN PROSPECT AVENUE ONLY TO BE ABANDONED AT THE MAIN BY PADRE DAM AT THE DEVELOPER EXPENSE. CONTRACTOR TO REMOVE ABANDONED LATERAL FROM THE STREET.
- CONTRACTOR TO INSTALL 6" PVC (SDR-35) SEWER LATERAL PER WATER AGENCY STD. SS-01 WITH PADRE DAM INSPECTION. PADRE DAM WILL MAKE THE CONNECTION AT THE SEWER MAIN, DWG 3306, STA. 2+01.10
- EXIST. SEWER SERVICES IN CUYAMACA STREET TO BE ABANDONED AND REMOVED FROM PROPERTY LINE TO JUST EAST OF THE CURB AND GUTTER OF THE MTS TROLLEY TRACKS BY DEVELOPER. IT IS THE DEVELOPER'S RESPONSIBILITY TO CONTACT MTS TO INFORM THEM OF THE ABANDONED SEWER SERVICE REMOVAL. THE NORTH NOTE IS APPROX. 50' AND THE SOUTH NOTE APPROX. 55' FROM THE PROPERTY LINE TO MTS CURB AND GUTTER.

WATER CONSTRUCTION NOTES

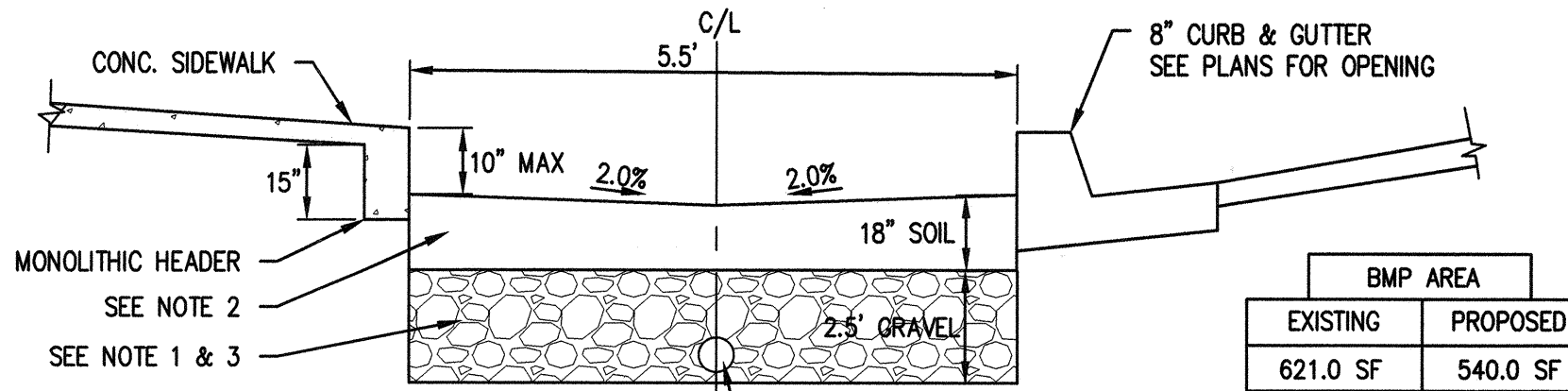
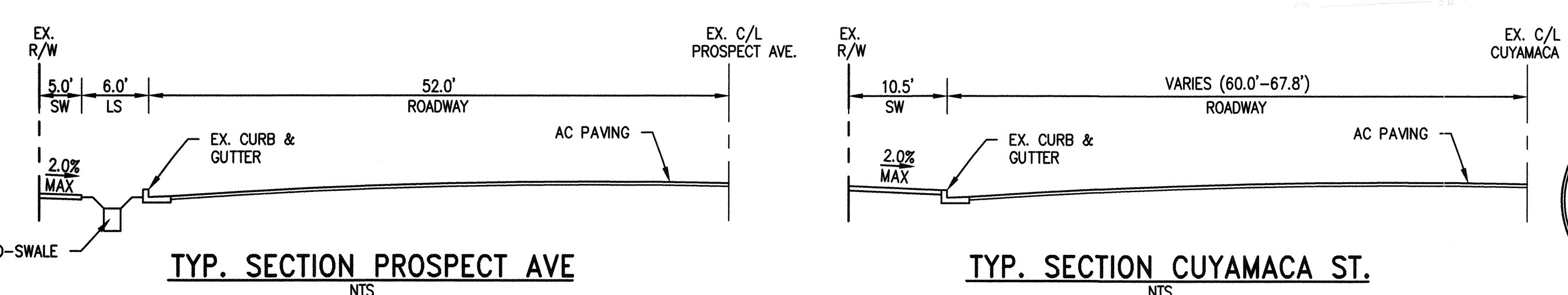
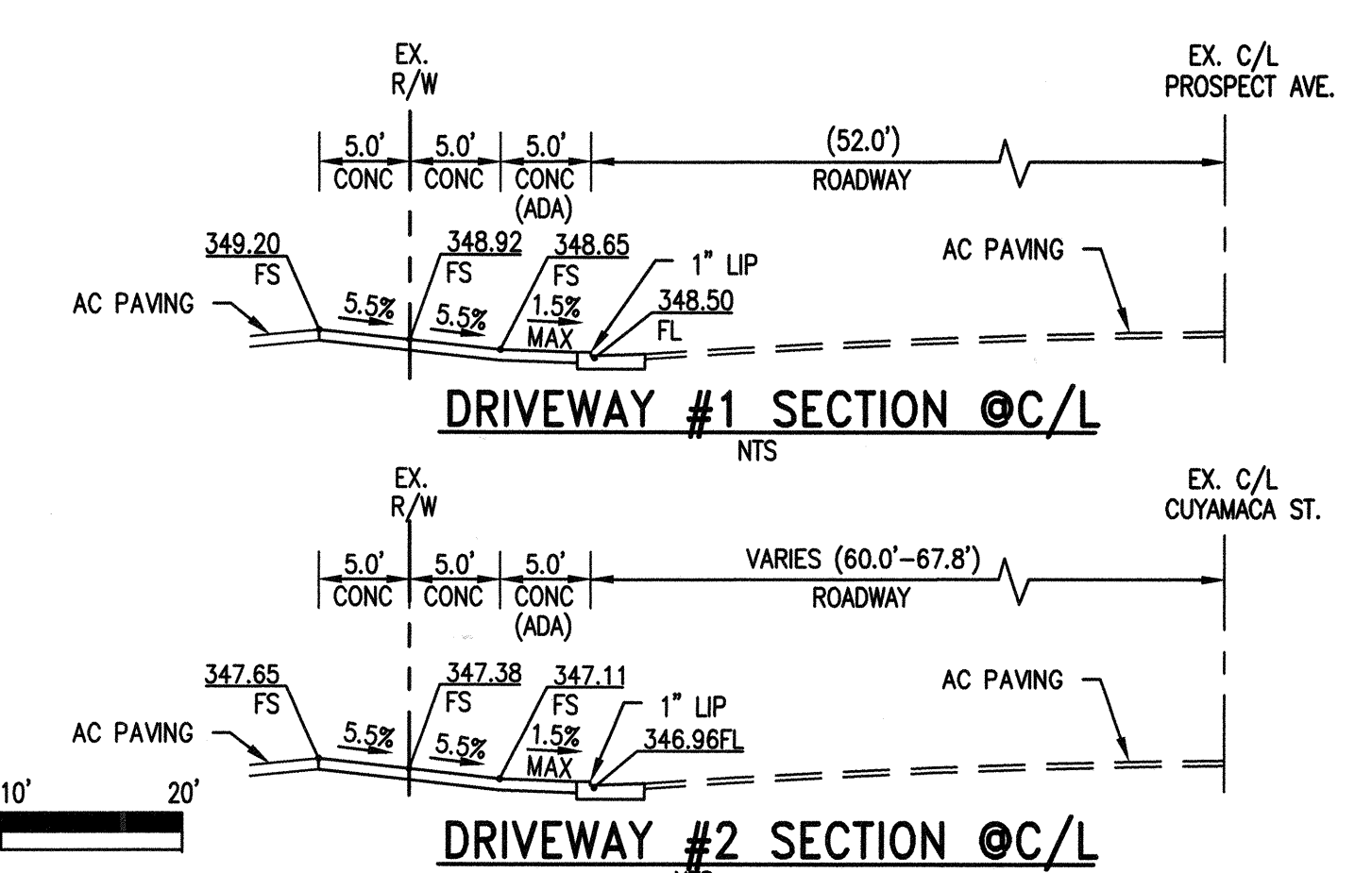
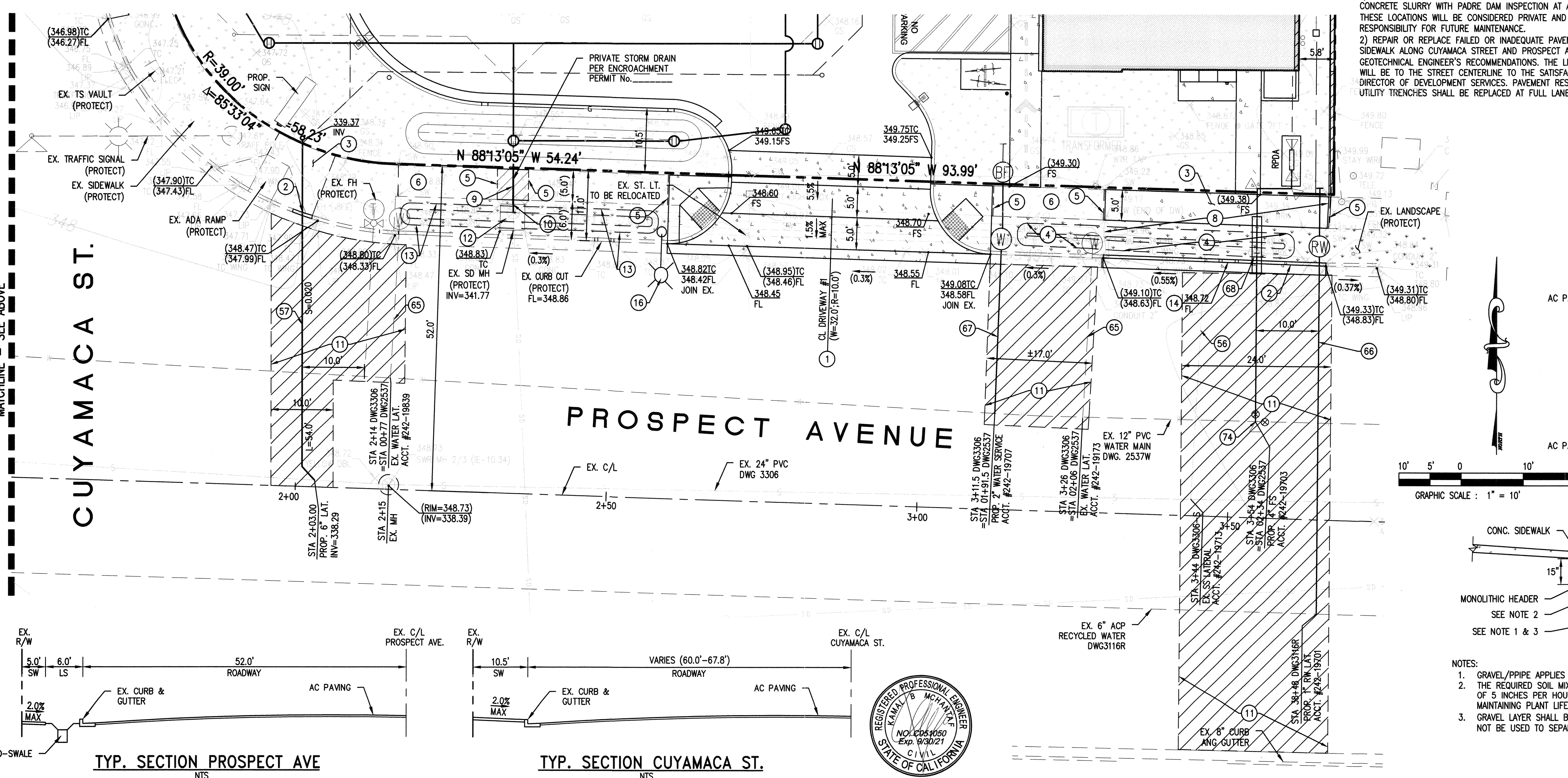
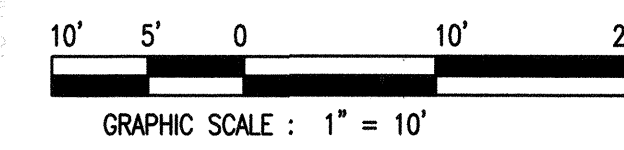
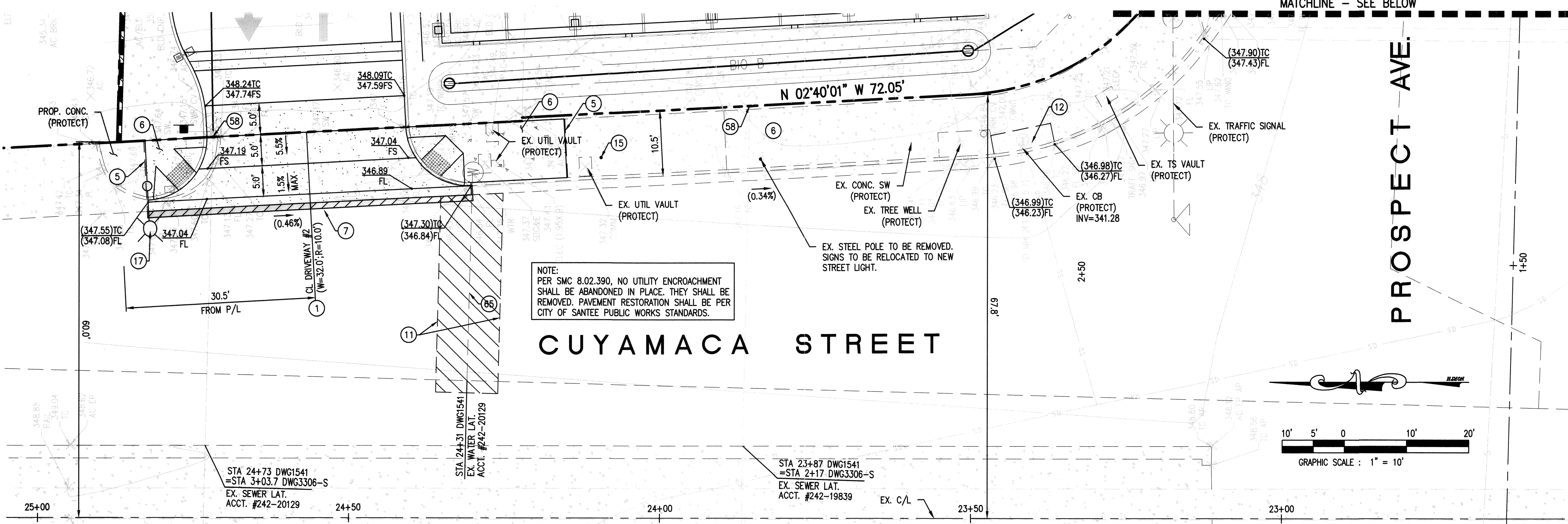
- EXIST. WATER SERVICE TO BE ABANDONED AT THE MAIN BY PADRE DAM AT DEVELOPER EXPENSE. CONTRACTOR TO REMOVE ABANDONED LATERAL FROM STREET PER CITY OF SANTEE REQUIREMENTS. ACCT. 242-19839, ACCT. 242-20129 AND ACCT 242-19173.
- PADRE DAM TO INSTALL 1" SADDLE AND TAP TO EXISTING 6-INCH RECYCLE WATER MAIN AT DEVELOPER'S EXPENSE. CONTRACTOR TO INSTALL 1" RECYCLE WATER LATERAL PER WAS WS-01 AND CONNECT TO WATER MAIN. ACCOUNT #242-19701, DWG. 3116 STA. 38+34.71
- PADRE DAM TO INSTALL 2" SADDLE AND TAP TO EXISTING 12-INCH WATER MAIN AT DEVELOPER'S EXPENSE. CONTRACTOR TO INSTALL 2-INCH WATER LATERAL PER WAS WS-02 AND CONNECT TO WATER MAIN. ACCOUNT #242-19707
- CONSTRUCT 6" THK. CONCRETE SLURRY ENCASUREMENT 3 FEET BEYOND

FIRE WATER CONSTRUCTION NOTES

- PADRE DAM TO INSTALL FS W/ 12"x4" CUT-IN TEE, 12" RWGW TO THE EAST AND 4" RWGW TO THE NORTH. CONTRACTOR TO INSTALL RPDA PER WATER AGENCY STANDARDS. ACCOUNT #242-19703, DWG 2537 STA. 2+34

ADDITIONAL NOTES:

- PROVIDE 4 FEET SEPARATION FROM BIOSWALES OR PROVIDE CONCRETE SLURRY WITH PADRE DAM INSPECTION AT ALL LOCATIONS. THESE LOCATIONS WILL BE CONSIDERED PRIVATE AND THE OWNER'S RESPONSIBILITY FOR FUTURE MAINTENANCE.
- REPAIR OR REPLACE FAILED OR INADEQUATE PAVEMENT AND SIDEWALK ALONG CUYAMACA STREET AND PROSPECT AVENUE PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. THE LIMITS OF REPAIR WILL BE TO THE STREET CENTERLINE TO THE SATISFACTION OF THE DIRECTOR OF DEVELOPMENT SERVICES. PAVEMENT RESTORATION FOR UTILITY TRENCHES SHALL BE REPLACED AT FULL LANE WIDTH.



- NOTES:
- GRAVEL/PIPE APPLIES TO CASE 1.
  - THE REQUIRED SOIL MIX IS SIMILAR TO A LOAMY SAND. IT MUST MAINTAIN A MINIMUM PERCOLATION RATE OF 5 INCHES PER HOUR THROUGHOUT THE LIFE OF THE FACILITY AND IT MUST BE SUITABLE FOR MAINTAINING PLANT LIFE. TYPICALLY, ON-SITE SOIL ARE UNSUITABLE.
  - GRAVEL LAYER SHALL BE "CLASS 2 PERMEABLE", CALTRANS SPECIFICATION 68.1.025. FILTER FABRIC SHALL NOT BE USED TO SEPARATE THE SOIL MIX FROM THE GRAVEL DRAINAGE LAYER FROM THE NATIVE SOIL.

4 BIOFILTRATION DETAIL  
 CASE 1: BIORETENTION BASIN  
 CASE 2: BIOSWALE  
 OFF-SITE IMPROVEMENT PLAN

CONTRACTOR	INSPECTOR	DATE COMPLETED	CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	CITY OF SANTEE	DEPARTMENT OF DEVELOPMENT SERVICES	CITY W.O. NO.	DRAWING NO.
									CITY OF SANTEE CONTROL STATION 2076 PER ROS 11252 MONUMENT STAMPED RCE 8454 PER MAP 11252 LOCATION: CL VERN COURT 50 SELY OF CL BUENA VISTA DR. ELEVATION : 351.87 (MSL)	HORIZ:	RR	RR	KM	9/17/20	IMPROVEMENT PLANS FOR:		IP2019-03	2020-100
										VERT:	PLANS PREPARED UNDER THE SUPERVISION OF KAMAL B. MCHANTAF RCE NO. 51050		DATE 05-08-20 EXPIRES 09-30-21	BY: <i>CS</i>	CUYAMACA SERVICE STATION	G-1329	IP2019-03	2020-100
																SHEET 3 OF 6		





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

**Item 6**

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **CONTINUED PUBLIC HEARING CONSIDERING A DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE CITY OF SANTEE AND EXCEL ACQUISITIONS, LLC, FOR DEVELOPMENT OF REAL PROPERTY KNOWN AS PARCEL 4 OF PARCEL MAP 18857 LOCATED IN TROLLEY SQUARE**

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

**SUMMARY**

On August 14, 2019, City Council determined that the vacant parcel of real property located in Trolley Square identified as Parcel 4 of Map 18857 ("Property") was not appropriate for a public library. On September 5, 2019, the City and Excel Acquisitions, LLC entered into an Exclusive Negotiation Agreement ("ENA") to negotiate the terms of a Disposition and Development Agreement ("DDA") for the possible future construction of a hotel on Parcel 4, subject to all applicable legal requirements, including, without limitation the California Environmental Quality Act. On December 11, 2019, in accordance with Government Code section 37420 et seq., the City Council adopted a resolution finding that the public interest and convenience require the sale of the Property and declaring its intent to sell the Property. Since entering into the ENA, City staff and Excel have been negotiating the terms of a proposed DDA.

A Public Hearing to consider the DDA with Excel was first scheduled for January 8, 2020, but has been continued by the City Council, most recently to January 13, 2021. The City and Excel need additional time to negotiate the terms of the DDA. For this reason, it is recommended that the Public Hearing be continued to March 24, 2021.

**CEQA COMPLIANCE**

The continuance of this public hearing to allow for continued negotiations and discussions between the City and Excel regarding the DDA is not a project subject to CEQA review under State CEQA Guidelines section 15378. The proposed hotel project subject to the DDA was previously analyzed under CEQA in the Supplemental Environmental Checklist for the Arts and Entertainment Overlay District adopted by the City on December 11, 2019. No approval action has been taken for the proposed hotel project, however, as negotiations between the parties are still ongoing and the City has made no legal commitment to the hotel.

**FINANCIAL STATEMENT** *m*

If the City approves the DDA, the City would gain the purchase price of \$1.4 million, minus sale costs.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB*

Open the Public Hearing and continue it to March 24, 2021.

**ATTACHMENTS**      None



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

Item 7

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **TERMINATION OF LOCAL EMERGENCY PROCLAIMED DUE TO FIRE RISK  
IN MAST PARK WEST AND MAST PARK EAST**

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

**SUMMARY**

In the past few months, fires have occurred in Mast Park. The accumulation of dead/dry vegetation and invasive tree growth such as palms and Arundo increased the likelihood of additional fires. On October 14, 2020, pursuant to Santee Municipal Code Section 2.32.060, the City Council proclaimed an emergency due to the risk of fire near Mast Park West and authorized the construction of a firebreak adjacent to the residences on Willowgrove Avenue that abut Mast Park West. On November 18, 2020, the City Council continued and expanded the fire risk emergency to include Mast Park East due to fire risk in that area, and authorized the construction of a second firebreak. Construction of the first firebreak is complete, and construction of the second firebreak is nearly complete.

Gov. Code § 8630 requires the Council to review the need for continuing the emergency at least once every sixty days until terminated, and to terminate the emergency as soon as conditions warrant. The Fire Chief and the City Manager recommend that the emergency be terminated, as the fire risk in the area has been properly mitigated and the conditions of extreme peril no longer pose an immediate danger to persons or property.

**ENVIRONMENTAL REVIEW**

The project is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15269(c) because the project is an action necessary to prevent or mitigate an emergency.

**FINANCIAL STATEMENT** *m*

A total amount of \$205,000 was authorized by the City Council to complete the project. Funding was provided by an appropriation from the General Fund reserve balance.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MAB*

Adopt the Resolution terminating the local emergency.

**ATTACHMENTS**

Resolution

**RESOLUTION NO. \_\_\_-2021**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
DECLARING THE TERMINATION OF THE LOCAL EMERGENCY  
RELATED TO FIRE RISK IN MAST PARK**

**WHEREAS**, Title 2, Chapter 2.32 of the City of Santee (“City”) Municipal Code empowers the City Council to declare the existence of a local emergency when conditions of extreme peril to the safety of persons and property exist or are threatened to exist in the City; and

**WHEREAS**, on October 14, 2020, pursuant to Santee Municipal Code Section 2.32.060, the City Council proclaimed an emergency due to the risk of fire near Mast Park West and authorized the construction of a firebreak adjacent to the residences on Willowgrove Avenue that abut Mast Park West; and

**WHEREAS**, on November 18, 2020, the City Council continued and expanded the fire risk emergency to include Mast Park East due to fire risk in that area, and authorized the construction of a second firebreak; and

**WHEREAS**, the construction of the first firebreak is complete, and the construction of the second firebreak is nearly complete; and

**WHEREAS**, the fire risk has been properly mitigated and conditions of extreme peril no longer pose an immediate danger to persons or property within the City; and

**WHEREAS**, pursuant to Government Code section 8630(d), the City Council is required to review the need for continuing a previously declared local emergency at least once every 60 days, and is required to declare the termination of the local emergency as soon as conditions warrant.

**NOW, THEREFORE, IT IS HEREBY DECLARED** by the City Council of the City of Santee that the previously declared local emergency related to fire risk in Mast Park West and Mast Park East is terminated.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13th day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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



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

**MEETING DATE** January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION CONTINUING THE LOCAL EMERGENCY PROCLAIMED DUE TO THE FAILURE OF A CORRUGATED METAL PIPE (CMP) BETWEEN 9351 AND 9359 CARLTON HILLS BOULEVARD

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

**SUMMARY**

On December 2, 2020, the storm drain pipeline located between 9351 and 9359 Carlton Hills Boulevard was inspected with robotic CCTV equipment as part of the current CMP Assessment Program (CIP 2020-25). On December 7, it became evident that a segment of the CMP storm drain had failed, contained large holes, and required emergency repairs. This pipe system was originally scheduled for repair in the next CMP repair cycle in 2021. To protect public safety, the City diverted the flow away from the inlet and this pipeline to prevent any unnecessary water from entering.

On December 9, 2020, pursuant to Santee Municipal Code Section 2.32.060, the City Council proclaimed an emergency due to the possibility of future rain and the need for permanent and timely repairs to remedy the condition to safeguard life, health, and adjacent residential properties.

Following the declaration of the emergency, City crews made temporary repairs to the storm drain system, and City staff drafted design plans and solicited bids from contractors for the repair work. The lowest bid was received from Downstream Services Inc., in the amount of \$75,233.00. City staff has addressed access issues with adjacent residents. Work began on January 4, 2021, and the estimated date of completion is February 4, 2021.

Government Code § 8630 requires the Council to review the need for continuing the local emergency at least once every sixty days until it is terminated. The City Manager requests that the City Council continue this local emergency as the construction work is still ongoing and the failed CMP still poses a threat to persons and property in the City.

**ENVIRONMENTAL REVIEW**

Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) by CEQA Guidelines Section 15301 (b).

**FINANCIAL STATEMENT** *m*

Funding is provided by the General Fund as currently appropriated in the CMP Storm Drain Replacement Program in the adopted fiscal year 2020-21 Capital Improvement Program budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MDB*

Adopt the Resolution continuing the local emergency proclaimed due to failure of the corrugated metal pipe between 9351 and 9359 Carlton Hills Boulevard.

**ATTACHMENTS**

Resolution

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
CONTINUING THE LOCAL EMERGENCY PROCLAIMED DUE TO  
THE FAILURE OF A CORRUGATED METAL PIPE (CMP) BETWEEN  
9351 AND 9359 CARLTON HILLS BOULEVARD**

**WHEREAS**, Title 2, Chapter 2.32 of the City of Santee (“City”) Municipal Code empowers the City Council to declare the existence of a local emergency when conditions of extreme peril to the safety of persons and property exist or are threatened to exist in the City; and

**WHEREAS**, on December 2, 2020, the corrugated metal pipe (CMP) located between 9351 and 9359 Carlton Hills Boulevard was inspected with robotic CCTV equipment as part of the current CMP Assessment Program (CIP 2020-25); and

**WHEREAS**, on December 7, 2020, it became evident that a segment of the CMP storm drain had failed, contained large holes, and required emergency repairs; and

**WHEREAS**, on December 9, 2020, pursuant to Santee Municipal Code section 2.32.060, the City Council proclaimed an emergency due to the possibility of future rain and the need for permanent and timely CMP repairs to remedy the condition to safeguard life, health, and adjacent residential properties; and

**WHEREAS**, following the declaration of the emergency, City crews made temporary repairs to the storm drain system, and City staff drafted design plans and solicited bids from contractors for the repair work; and

**WHEREAS**, the lowest bid was received from Downstream Services Inc., in the amount of \$75,233.00; and

**WHEREAS**, repair work on the storm drain system began on January 4, 2021, and the estimated date of completion is February 4, 2021; and

**WHEREAS**, pursuant to Government Code section 8630(d), the City Council is required to review the need for continuing a previously declared local emergency at least once every 60 days, and is required to declare the termination of the local emergency as soon as conditions warrant; and

**WHEREAS**, because the repair work is not yet complete, the failed CMP continues to create an immediate threat to persons and property in the City, and therefore City staff recommends that the City Council continue the local emergency.

**NOW, THEREFORE, IT IS HEREBY DECLARED** by the City Council of the City of Santee that the previously declared local emergency related to the failure of the corrugated metal pipe between 9351 and 9359 Carlton Hills Boulevard is hereby continued.

**RESOLUTION NO. \_\_\_\_-2021**

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13th day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED**

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**JOHN W. MINTO, MAYOR**

**ATTEST**

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**ANNETTE ORTIZ, CMC, CITY CLERK**



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

**Item 9**

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **EXTENSION OF RENT PAYMENT ADJUSTMENT – SPORTSPLEX USA**

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

**SUMMARY**

On May 13, 2020, in response to the economic effects of the novel coronavirus outbreak (COVID-19), the City Council authorized the City Manager to execute payment adjustments for City lessees and concessionaires, including Sportsplex USA and Riverwalk Grill.

Under an agreement for facility maintenance and operations, Sportsplex USA is required to pay the City fixed monthly rent and a share of facility revenues. In light of “Stay at Home” orders and the resulting suspension of operations at Sportsplex, on May 13, 2020, the City Council waived payment of fixed monthly rent and “third-tier payments” and provided a credit of \$1,000 per week for ongoing maintenance performed by Sportsplex while the facility remains closed. Repayment of amounts owed to the City for operations during Program Year 2020 (June 1, 2019 – May 31, 2020) was postponed until monthly gross revenue exceeded 80% of pre-pandemic revenue or January 1, 2021, whichever should occur first, after which the deferred amount would be repaid over a period of twelve months.

Because public health orders continue to prevent resumption of operations at Sportsplex USA, staff recommends that the City Council consider an extension to the payment adjustments currently subject to a December 31, 2020 sunset date until monthly gross revenue exceeds 80% of pre-pandemic revenue or June 1, 2021 (the beginning of the upcoming program year as established in the operating agreement with Sportsplex USA).

**ENVIRONMENTAL REVIEW**

This action is not a project and is exempt from the California Environmental Quality Act (“CEQA”) as defined in Section 15378 of the CEQA Guidelines.

**FINANCIAL STATEMENT** *m*

The proposed extension to the rent adjustment for Sportsplex USA will continue to defer the receipt of the amount owed from Sportsplex USA for Program Year 2020 and will continue to reduce the amount owed by \$1,000 in maintenance credits for each week the facility remains closed. The net balance owed from Sportsplex USA as of December 31, 2020 is approximately \$40,656.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MDB*

Staff recommends that the City Council consider an extension to the payment adjustments.

**ATTACHMENTS**

None



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

**Item 10**

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION APPROVING AND ADOPTING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SANTEE FIREFIGHTERS' ASSOCIATION, APPROVING COVID-19 ADMINISTRATIVE LEAVE FOR GENERAL EMPLOYEES, AND APPROVING THE EXTENSION OF LIMITED PANDEMIC LEAVE**

**DIRECTOR/DEPARTMENT**      Erica Hardy, Director of Human Resources

**SUMMARY**

On April 8, 2020, the City Council approved a Side Letter with the Santee Firefighters' Association (SFFA) to address the unique concerns faced by the City of Santee's Fire Department first responders during the COVID-19 pandemic. The Side Letter provides SFFA members with salary protection if they are exposed to COVID-19 and cannot work, or become ill with COVID-19. On April 22, 2020, the City Council approved a Resolution extending the same benefits to the unrepresented Battalion Chiefs. The benefit was available from April 1, 2020 through December 31, 2020. Given the expiration of that benefit, the City and SFFA have negotiated a new proposed side letter to extend the salary protection if SFFA members are exposed to COVID-19 or become ill with COVID-19 through June 30, 2021, as outlined in the Side Letter, subject to Council approval. If approved by the Council, the Side Letter would be in effect through December 31, 2021. By Resolution, the same benefit would be provided to the unrepresented Battalion Chiefs.

In addition, in recognition of the necessity of employees to be in service for the duration of this pandemic situation and as a result the limited ability for the City to grant voluntary time off for some employees, for those employees who reach the vacation/annual leave accrual limits (accrual cap), the City Council approved a new form of leave for fire, general and management employees, Limited Pandemic Leave (LPL). LPL was approved to accrue through December 31, 2020, and could be used through June 30, 2021. LPL could not be cashed out upon separation or expiration of the time in which to use it. The City recognizes that the emergency has continued and some employees are still challenged to take vacation/annual leave. Therefore staff is requesting extending the LPL accrual date until June 30, 2021 and the entitlement to use LPL through December 31, 2021.

Additionally, the Federal leave law providing leave to employees for COVID-19 related purposes (the FFCRA) expired December 31, 2020, and the City recognizes that general employees will continue to experience COVID-19 illness and exposure and no longer have designated leave for that purpose, which may be a hardship on employees and make the workplace less safe. The City is proposing that employees be provided up to 80 hours of administrative leave for illness or exposure related to COVID -19 through June 30, 2021, or until the City Manager determines the leave is no longer needed

**FINANCIAL STATEMENT** *m*

There is no immediate financial impact to the City, although there is a potential future impact for leave use that would not be used currently.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MAB*

Adopt the attached Resolution.

**ATTACHMENTS**

Resolution with attached Side Letter to the SFFA MOU

## RESOLUTION NO.

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, APPROVING AND ADOPTING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SANTEE FIREFIGHTERS' ASSOCIATION, APPROVING COVID-19 ADMINISTRATIVE LEAVE FOR GENERAL EMPLOYEES, AND APPROVING THE EXTENSION OF LIMITED PANDEMIC LEAVE**

**WHEREAS**, the City of Santee (hereinafter, the "City") and the recognized exclusive bargaining representatives for its Fire Department safety employees, excluding management employees, the Santee Firefighters' Association (SFFA) engaged in meet and confer sessions regarding the wages, hours and terms and conditions of employment; and

**WHEREAS**, the City and SFFA entered into a four year Memorandum of Agreement (MOU) effective July 1, 2019 through June 30, 2023 setting forth those terms, including accrued leaves; and

**WHEREAS**, unique concerns face the City of Santee's Firefighters, as first responders during the COVID-19 pandemic.

**WHEREAS**, in an effort to address some of those issues, the City and the SFFA bargaining unit negotiated a Side Letter to the MOU, which was approved by the City Council on April 8, 2020; and

**WHEREAS**, some terms of the Side Letter to the MOU with the City and SFFA expired December 31, 2020, including the salary protection provision for SFFA members who could not work due to exposure or illness related to COVID-19; and

**WHEREAS**, the City and the SFFA developed a new proposed Side Letter to the MOU subject to City Council approval which when approved would supersede the earlier Side Letter and address those continuing issues facing SFFA members, and by Resolution address those same issues facing the Battalion Chiefs; and

**WHEREAS**, except as amended by the Side Letter, all other terms and conditions of the MOU between the City and SFFA from July 1, 2019 through June 30, 2023 shall remain in full force and effect; and

**WHEREAS**, the Federal leave law providing leave to employees for COVID-19 related purposes (the FFCRA) expired December 31, 2020, and the City recognizes that general employees will continue to experience COVID-19 illness and exposure and no longer have designated leave for that purpose which may be a hardship on employees and make the workplace less safe; and

**WHEREAS**, the City Council approved Limited Pandemic Leave (LPL) for general and fire employees in recognition that they would not be able to use vacation/annual leave during the state of emergency and would otherwise lose leave based on applicable leave accrual limits; and

**RESOLUTION NO.**

**WHEREAS**, the time to accrue LPL expired on December 31, 2020 and the time to use LPL is set to expire on June 30, 2021, but the City has determined that an extension of LPL is warranted given the continuing emergency.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santee, California does hereby approve and adopt the Side Letter to the MOU between the City and SFFA and approve the same provisions provided for in the Side Letter to be equally applicable to the unrepresented Battalion Chiefs.

**BE IT FURTHER RESOLVED** that the City of Santee does hereby approve extension of the date to accrue Limited Pandemic Leave (LPL) through June 30, 2021, and the entitlement to use LPL through December 31, 2021, with all of the other terms of LPL previously approved remaining the same.

**BE IT FURTHER RESOLVED** that general employees shall be provided with up to 80 hours of administrative leave when required by the City to isolate due to COVID-19 illness or to quarantine due to COVID-19 exposure, which will be available through June 30, 2021, unless a determination is made by the City Manager, for any reason, that this leave entitlement should be eliminated sooner than that date. This leave will be coordinated with any other Federal, state or local leave or pay entitlement for COVID-19, in a manner determined by the City Manager.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13<sup>TH</sup> day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**JOHN MINTO, MAYOR**

**ATTEST:**

---

**ANNETTE ORTIZ, CMC, CITY CLERK**

Attachment: Side letter to the SFFA MOU



***Proposed*** Side Letter Between The  
City of Santee  
And The  
Santee Firefighters Association, Local 4373  
To Address The Emerging Coronavirus Disease 2019 (Covid-19)

This Side Letter of Agreement (Agreement) between the City of Santee and the Santee Firefighters Association, Local 4373 (collectively “Parties”) is entered into with respect to the following:

**WHEREAS**, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2023;

**WHEREAS**, on February 11, 2020, the World Health Organization announced a disease, Coronavirus Disease 2019 (COVID-19), that is causing worldwide uncertainty, with unprecedented steps being taken by world leaders, which has resulted in a practical halt to nearly all daily life activities;

**WHEREAS**, on March 4, 2020, Governor Newsom declared a state of Emergency in the state of California and on March 18, 2020, the City of Santee declared a Local Emergency and EOC Activation in Response to COVID-19;

**WHEREAS**, on April 8, 2021, the Parties entered into Side Letter to address the potential need for leave unique to Association members as essential first responders and which certain provisions expire December 31, 2020;

**WHEREAS**, members of the Santee Firefighters Association (“Association”) are essential first responders (emergency responders) ;

**WHEREAS**, to support the City’s first responders and Association members, and ensure the operational needs of the Santee Fire Department can be met, the Parties have reached the following agreement:

1. This Agreement shall be incorporated into terms and conditions of Association members’ employment, during its effective dates.
2. Members who are directed by the City not to report to a scheduled shift or are sent home during a scheduled shift due to signs and symptoms related to COVID-19 as described per CDC guidelines and in accordance with Department and local guidance, shall be placed on paid administrative leave to cover any missed regularly scheduled shifts, while they are seeking a medical diagnosis (testing). This time will be counted against any federal, state or local paid sick benefit in place at the time, created for the purpose of COVID-19 related absences ( i.e. Emergency Paid Sick Leave Act- “EPSLA”), insofar as it qualifies.



3. Any member who tests negative for COVID-19, will no longer be on paid administrative leave, and may either be returned to work, or remain off work using sick leave in accordance with existing provisions of the MOU and City policy, and in accordance with medical guidance.
4. Any member who is subject to quarantine based on a specific federal, state or local order related to that employee (not a general Order applicable to all employees or all members of the public), isolation based on an order of a health care provider due to symptoms of or diagnosis with COVID-19, or placed off work due to a diagnosis with COVID-19 by a healthcare provider, shall be placed on paid administrative leave during that leave status, and shall be quarantined/isolated at a facility provided by the City of Santee, or at home if so desired by the member. The leave will be counted against any federal, state or local paid sick benefit in place at the time, created for the purpose of COVID-19 related absences ( i.e. Emergency Paid Sick Leave Act- “EPSLA”), insofar as it qualifies, and pay supplemented by the City up to full pay for all regularly scheduled shifts. If additional leave is required, beyond that provided under a federal, state or local sick leave allowance for COVID-19 related purposes, the member will be on paid administrative leave with full pay from the City.
5. In the event that a member has travelled outside California, while a State or Regional Stay at Home Order or State Travel Advisory is in effect, the member will not be entitled to paid administrative leave if required to quarantine or isolate based upon the travel or an exposure or contracting COVID-19 during the travel. The member will be required to use personal leave to cover required time off and any federal, state or local paid sick benefit in place at the time, created for the purpose of COVID-19 related absences ( i.e. Emergency Paid Sick Leave Act- “EPSLA”), insofar as it qualifies. A determination of whether the isolation or quarantine is due to the travel and therefore not eligible for paid administrative leave, will be based on the specific facts of the travel, exposure, an evaluation of the timing of developing symptoms and/or testing positive. This determination will be made by the Fire Chief in consultation with the Human Resources Director.
6. The parties agree that as emergency responders whose role is critical to support the health and safety of the community, and who serve a critical role in the continuity of the operations of the City of Santee Fire Department, members are excluded from the Emergency Family and Medical Leave Expansion Act.
7. The above provisions of the Side Letter shall be in effect through June 30, 2021, with any leave entitlements described above expiring on that date, except those which are provided under federal, state or local law.
8. Acknowledging the necessity of members to be in service for the duration of this pandemic situation and as a result the inability for the Department to grant voluntary time off, for those members who reach the annual leave accrual limits (accrual cap), any additional leave which does not accrue based on the cap will be provided to the member as Limited Pandemic Leave (LPL). LPL will accrue through June 30, 2021, or when the City declares the local emergency is over, whichever occurs first. LPL can be used by members through December 31, 2021, upon approval by their supervisor in accordance with normal procedures for annual leave use. LPL will not be cashed out upon separation from the City or upon expiration of the entitlement to use leave on December 31, 2021.

- 9. The Parties understand the COVID-19 pandemic situation is rapidly changing and mutually agree to review the provisions of this side letter, as necessary.
- 10. Nothing in this side letter is intended to waive the Management Rights of the City or to require negotiations over matters not otherwise required to be negotiated under applicable law.
- 11. This Side Letter will be in effect from the date of approval by the City Council through December 31, 2021, and when approved will supersede the earlier Side Letter.

For the City: \_\_\_\_\_ Date: \_\_\_\_\_

For the Association: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Item 11**

**MEETING DATE**     January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**     **REPORT OF COMMUNITY ORIENTED POLICING COMMITTEE ON DIVERSITY, EQUITY AND INCLUSION PROGRAM**

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

**SUMMARY**

In response to incidents of hate speech and displays of symbols of hate and racism within the City, on June 24, 2020, the City Council approved Resolution Number 066-2020 reaffirming its commitment to combatting hate crime and to equitably serving and protecting of all community members. The City further committed to evaluate inequities in City operations, including in law enforcement, and expanding support to leaders and institutions working to combat injustice and racism. The City Council resolved to work through the City's Community Oriented Policing Committee (COMPOC) to facilitate an open, respectful, honest and meaningful dialog in the City with the objective of increasing understanding and recommending policies and procedures that promote equity and inclusivity.

COMPOC convened an ad hoc subcommittee to develop a workplan for assessing inequities, identify generally-supported community values relating to inclusivity and recommend a framework to implement measurable and sustainable improvements in diversity, equity and inclusion in City operations and throughout the community.

COMPOC requests that the City Council consider adoption of the attached workplan recommendations (Attachment A), Phase 1 Roadmap (Attachment B) and itemized actions and resources as they relate to recommendations (Attachment C).

**FINANCIAL STATEMENT** *jm*

The fiscal impact is currently undeterminable and will depend on the direction to be provided by the City Council and the future actions that may be taken as a result of this direction.

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION** *MDSB*

Receive report and provide direction to staff.

**ATTACHMENTS**

Work Program Recommendations  
Phase I Roadmap  
Actions and Resources

**Recommendations of the Ad-hoc Sub-Committee  
of the Santee Community Oriented Policing Committee  
November 9, 2020**

We the Ad-hoc Sub-Committee of the Santee Community Oriented Policing Committee recommend the following actions in response to passage of Santee City Council resolution 066-2020 affirming the city's commitment to equality, promoting tolerance, and denouncing hate speech and racism:

1. Within the next three months, the city hosts a virtual meeting, that includes:
  - a. A presentation by city staff that shows the internal efforts the city is undertaking to promote Diversity, Equity, and Inclusion (DEI).
  - b. A presentation by the San Diego Sheriff's Department showing what the department is doing to promote DEI internally and in their work in the community.
  - c. Announcement of a community focused assessment effort by the city to gather information regarding the community's knowledge and understanding of DEI.
  - d. Commitment to a series of community town halls to provide a safe, healthy, respectful, and meaningful dialogue on racial, social, and economic justice and other topics related to DEI.
  - e. Commitment to the development of a written set of Community Values utilizing information collected in the assessment and town hall processes.
  - f. Commitment to provide regular updates on these initiatives during City Council, COMPOC, and other city committee meetings, as appropriate, as a standing agenda item.
2. Within the next 3 months, city staff shall prepare and present for comment a project plan with action items and timelines for achieving items 3 and 4 below.
3. The city shall develop and implement an assessment of DEI focused on the Santee community. This assessment should be developed in partnership with a Diversity, Equity, and Inclusion focused organization. The purpose of the assessment is to get a sense of the community's understanding of DEI and to also collect information that can be used to create a written set of community values.
4. The city shall host a series of community town halls facilitated in partnership with Diversity, Equity, and Inclusion organizations to serve as an opportunity for the community to learn about and engage in a safe, healthy, respectful, and meaningful dialogue on racial, social, and economic justice and other topics related to DEI. These town halls should be conducted in a way to allow for the broadest participation possible. The town halls should also serve as a mechanism to collect information to create a written set of community values.
5. Through the above process, the city shall adopt a written set of Community Values to provide guidance and insight for how we live, work, and interact with each other in the City of Santee. It also provides a statement to the community as to what Santee values and gives a common sense of identity to the City.
6. The community values developed shall be used to guide city government decisions (I.e. how decisions and actions of the City Council, City Departments, City Committees, etc. are in alignment with the community values).
7. Based on the findings of the assessment, town halls, input of DEI community organizations, and other resources, the city shall develop a DEI framework to guide city activities in promoting Diversity, Equity, and Inclusion. Implementation of this framework and subsequent city activities should be guided by the community values and supported by a dedicated city entity. (Examples of a city entity include, but are not limited to: the creation of an independent DEI committee, the designation of a DEI staff member, assignment to an existing city committee, assignment to a subcommittee of an existing city committee)

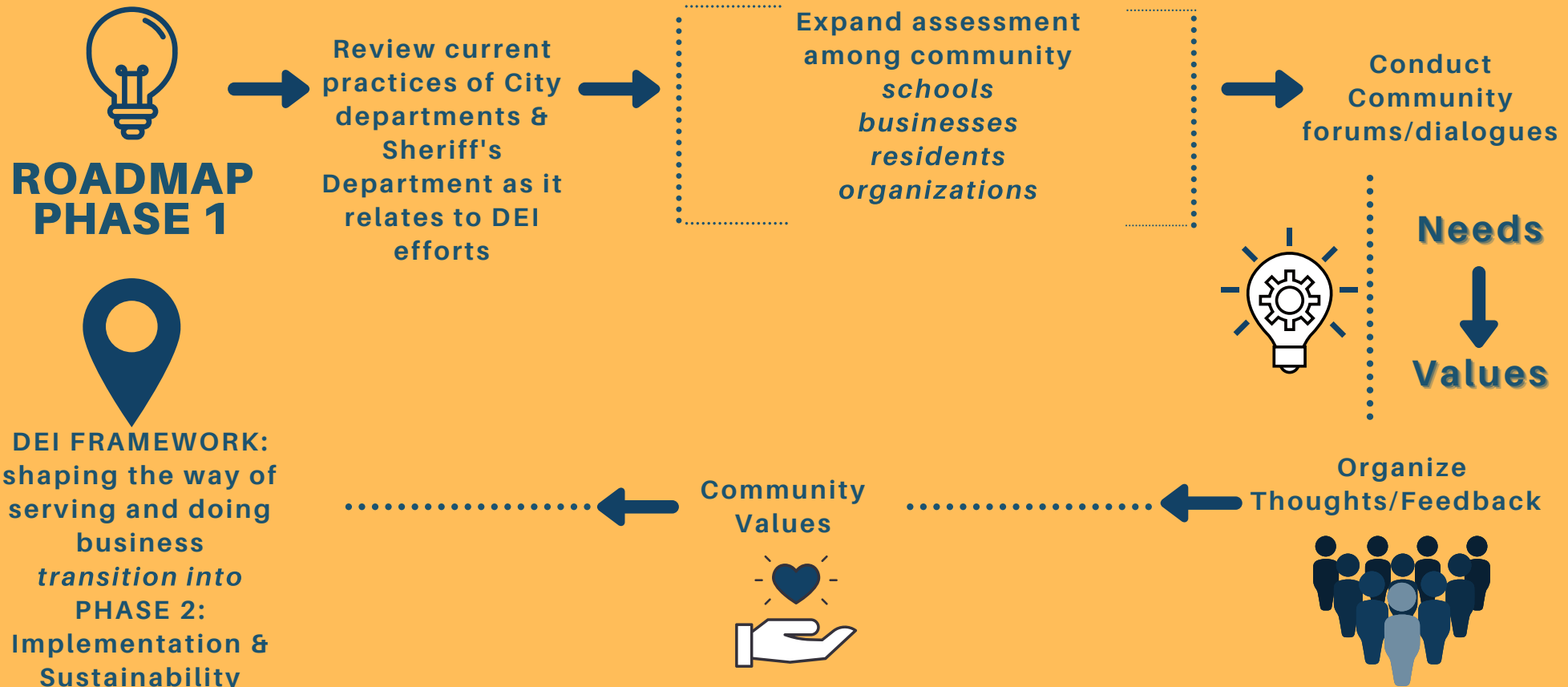




# COMPOC Ad-Hoc Committee

## Recommended Roadmap to Diversity, Equity and Inclusion

This roadmap serves as a guiding approach to identifying opportunities towards achieving equitable distribution of resources and public services that align with identified core values





## COMPOC Ad-hoc Committee Recommendations for Actions and Resources

**ANNOUNCEMENT, PREPARATION, PLANNING:** Within 3 months (February) the city staff

1. Prepares and presents for comment a project plan with action items and timelines
2. Hosts a virtual meeting that includes:
  - City of Santee Internal efforts
  - Sheriff's Dept Internal & Community Efforts
  - Announcement of assessments, town halls, community values development
  - Committing to regular updates

### ACTIONS/RESOURCES

Kick-off meeting to the community

Share overall goal and general planning steps

Develop agenda and identify participating presenters

Identify personnel resources: City staff, Sheriff's department staff assigned to the project

Advance and widely advertised notification of meeting to residents, businesses, etc.

### CONSIDERATIONS/QUESTIONS

CONSIDERATION: Development and council approval of general aspects of the project plan with action items

CONSIDERATION: Review of current city and sheriff's department DEI practices and policies

Arrange for technical support

Logistics: location, length, time, date

Begin search for Diversity, Equity, and Inclusion focused organization to partner with

- Possibilities include: the ADL, National Conflict Resolution Center (NCRC), Southern Poverty Law Center, Teaching Tolerance
- Possible selection criteria for determining appropriate partner(s):
  - widely respected and recognized as an expert in the field of anti-bias, diversity strength training, allyship
  - nonpartisan
  - has breadth and depth of experience in researching, developing curriculum and conducting workshops
  - access to statistics and able to cite trends (for those that want to see data-supported needs)
  - familiar with developing and analyzing needs analyses across different spectrums (educational, community, business, and civic organizations)
  - has a library of diverse resources applicable to multiple audiences (students, parents, youth, multi-age, etc.)

QUESTION: Include deputy DA for this virtual meeting or reserve for town halls?



## COMPOC Ad-hoc Committee Recommendations for Actions and Resources

**NEEDS ASSESSMENT:** The city shall develop and implement an assessment of DEI focused on the Santee community. This assessment should be developed in partnership with a Diversity, Equity, and Inclusion focused organization. The purpose of the assessment is to get a sense of the community's understanding of DEI and to also collect information that can be used to create a written set of community values.

### **ACTIONS/RESOURCES**

Assessment of community thoughts and concerns about DEI  
Use expertise from agencies that specialize in DEI  
Need online and paper surveys  
Gather and analyze data from survey, town hall and resident information  
Finalize partnership with Diversity, Equity, and Inclusion focused organization  
Reach out to faith organizations (interfaith council), community organizations, businesses as well as residents

### **CONSIDERATIONS/QUESTIONS**

Selection of partner  
Critical to ask questions that gather the information in a reliable and understandable format  
Must have a sample size representative of the demographics of the community  
Determine method and manner of distributing and administering assessment



## COMPOC Ad-hoc Committee Recommendations for Actions and Resources

**PUBLIC COMMUNICATION/OUTREACH:** The city shall host a series of community town halls facilitated in partnership with Diversity, Equity, and Inclusion organizations to serve as an opportunity for the community to learn about and engage in a safe, healthy, respectful, and meaningful dialogue on racial, social, and economic justice and other topics related to DEI. These town halls should be conducted in a way to allow for the broadest participation possible. The town halls should also serve as a mechanism to collect information to create a written set of community values.

### **ACTIONS/RESOURCES**

Purpose is both educational and information gathering

Recommend at least 3-5 Town Hall meetings to focus on specific populations and regions of town to prevent the same old information from being sent around by the same people

Understand that the conversations can be challenging and difficult but listening for understanding is a critical piece of addressing DEI

Coordinate effort with DEI partner

Logistics: Offer diversity of Dates, Times, Locations

Soft ask about status of participants' completion of survey

### **CONSIDERATIONS/QUESTIONS**

QUESTION: Town hall schedule - by district, target audience?

Prior selection of partner Focusing on issues and the values that they invoke allows us to go beyond political solutions

Need expertise to provide a quality product



## COMPOC Ad-hoc Committee Recommendations for Actions and Resources

**COMMUNITY VALUES DEVELOPMENT:** Through the above process, the city shall adopt a written set of Community Values to provide guidance and insight for how we live, work, and interact with each other in the City of Santee. It also provides a statement to the community as to what Santee values and gives a common sense of identity to the City.

The community values developed shall be used to guide city government decisions (i.e. how decisions and actions of the City Council, City Departments, City Committees, etc. are in alignment with the community values)

### **ACTIONS/RESOURCES**

Initiate discussion with an activity that underscores the role values plays in how we prioritize our actions and live our lives  
Need to provide streamlined and efficient mechanism for obtaining feedback from residents, council members, staff, etc.  
Solicit input from staff and council members on examples of how community value can impact operating procedure and policy development  
Schedule council approval  
Public communication should include implementation steps

### **CONSIDERATIONS/QUESTIONS**

Research what other cities have done  
QUESTION: How will these be communicated to the public?



## COMPOC Ad-hoc Committee Recommendations for Actions and Resources

**IMPLEMENTATION and SUSTAINABILITY:** Based on the findings of the assessment, town halls, input of DEI community organizations, and other resources, the city shall develop a DEI framework to guide city activities in promoting Diversity, Equity, and Inclusion. Implementation of this framework and subsequent city activities should be guided by the community values and supported by a dedicated city entity. (Examples of a city entity include, but are not limited to: the creation of an independent DEI committee, the designation of a DEI staff member, assignment to an existing city committee, assignment to a subcommittee of an existing city committee)

### **ACTIONS/RESOURCES**

Development of DEI framework to ensure sustainability of the effort  
Identify (or initiate) a separate city entity  
Draft organizational reporting, interface and accountability chart

### **CONSIDERATIONS/QUESTIONS**

Approval of Community Values  
Are additional staff and community members invited to participate in this step?  
QUESTION: How will this be communicated to the public?



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

Item 12

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **ACCEPTANCE OF CERTIFICATE OF SUFFICIENCY FOR THE REFERENDUM AGAINST A RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF SANTEE (RESOLUTION NO. 094-2020) AND REQUEST FOR FURTHER DIRECTION FROM CITY COUNCIL PURSUANT TO ELECTIONS CODE 9241**

**DIRECTOR/DEPARTMENT**      Annette Ortiz, City Clerk *AO*

**SUMMARY**

On October 29, 2020, proponents of a Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020), ("Referendum") filed a Referendum petition with the City Clerk's office. The City Clerk conducted a review of the petition, and determined that the petition contained approximately 6,303 signatures, which, on its face, was in excess of the minimum number of signatures required to qualify for filing. Pursuant to Elections Code section 9114, the City Clerk had thirty (30) business days from the date the petition was filed to verify that the signatures affixed to the petition are valid. The San Diego Registrar of Voters ("ROV") assists the City in conducting the signature verification. On the same date that the petition was filed with the City, the City Clerk delivered it to the ROV for signature verification. The ROV has certified that the petition does contain a sufficient number of valid signatures. The Certificate of Sufficiency was received by the City Clerk on December 15, 2020. Staff requests that Council accept the Certificate of Sufficiency and select an option pursuant to Elections Code section 9241, which requires the Council to repeal Resolution 094-2020 or submit it to the voters. These options are detailed in the attached staff report.

Allegations have been made regarding the Referendum proponents' signature gathering process. The potential implications of those allegations are discussed in the attached staff report.

**FINANCIAL STATEMENT** *fm*

The estimated cost of placing Resolution No. 094-2020 on the November 2022 Ballot is \$43,000. The estimated cost of calling a Special Election for Resolution No. 094-2020 is up to \$850,000.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB*

1. Receive, accept, and file the Certificate of Sufficiency, and
2. Consider adopting one of the four attached resolutions. Those resolutions are as follows: (1) repealing Resolution 094-2020 (Option 1); (2) adding Resolution 094-2020 to the Nov. 2022 Ballot (Option 2); (3) adding Resolution 094-2020 to the Nov. 2022 Ballot, with direction to City Attorney, City Clerk and City Manager to cooperate with elections officials to take any necessary action to address the allegations, and acknowledging the possible need to reconsider the Council's action (Option 3); or (4) Calling a Special Election (Option 4).

**ATTACHMENTS**

Referendum Certification; Staff Report; Resolutions (Options 1-4);  
Resolution 094-2020 (to be attached to the adopted Resolution as Exhibit A)



# County of San Diego

REGISTRAR OF VOTERS

County Operations Center Campus

5600 Overland Avenue, Suite 100, San Diego, California 92123-1278

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TTY / TDD: (800) 735-2929  
Facsimile: (858) 694-2955 Web Address: [www.sdvote.com](http://www.sdvote.com)

MICHAEL VU  
Registrar of Voters

CYNTHIA L. PAES  
Assistant Registrar of Voters

December 15, 2020

Annette Ortiz, City Clerk  
City of Santee  
10601 Magnolia Ave  
Santee, CA 92071

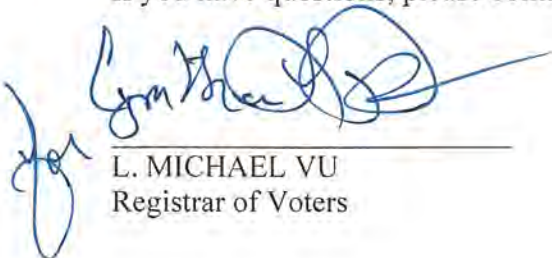
## Re: Referendum

“Referendum Against a Resolution Passed by the City Council (Resolution No. 094-2020)” petition was filed with the Registrar of Voters on October 29, 2020. As directed by your office, the Registrar of Voters conducted a verification of signatures up to the required amount of valid signatures (3,584). **A total of 3,584 signatures have been verified to be valid.** Results of the verification process are as follows:

### CERTIFICATION OF RESULTS:

- Number of sections submitted..... 212
- Number of signatures submitted..... 6,236
- Number of signatures verified..... 4,231
- Number of signatures found to be valid ..... 3,584
- Number of signatures found not to be valid ..... 647  
(Includes 65 duplicated and 12 matched withdrawn signatures)
- Number of signatures required for qualification ..... 3,584

If you have questions, please contact me at (858) 505-7201 or Javier De Anda at (858) 505-7357.




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L. MICHAEL VU  
Registrar of Voters



## STAFF REPORT

### ACCEPTANCE OF CERTIFICATE OF SUFFICIENCY FOR THE REFERENDUM AGAINST A RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF SANTEE (RESOLUTION NO. 094-2020) AND REQUEST FOR FURTHER DIRECTION FROM CITY COUNCIL PURSUANT TO ELECTIONS CODE 9241

#### SANTEE CITY COUNCIL MEETING January 13, 2021

##### A. INTRODUCTION

On September 29, 2020, proponents of a Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020) (“Referendum”) submitted to the City Clerk a proposed summary of the City Council’s September 23, 2020 action to amend the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan (Resolution 094-2020). Under Elections Code section 9238, this was the first step in the process to qualify a referendum related to the City Council’s action to amend the General Plan. The City Attorney’s office had ten (10) days to issue an approved impartial summary, which was issued on October 5, 2020. The Referendum proponents then had thirty (30) days to gather signatures.

On October 29, 2020, the proponents filed the signed Referendum petition with the City Clerk’s office. The City Clerk conducted a review of the petition, and determined that the petition contained approximately 6,303 signatures, which, on its face, exceeded the minimum number of signatures required to qualify for filing. Pursuant to Elections Code section 9114, the City Clerk had thirty (30) business days from the date the petition was filed to verify that the signatures affixed to the petition are valid. The San Diego Registrar of Voters (“ROV”) assists the City in conducting the signature verification. On the same date that the petition was filed with the City, the City Clerk delivered it to the ROV for signature verification. The ROV has reviewed the signatures affixed to the petition and has certified that the petition contains a sufficient number of valid signatures to qualify the Referendum. The Certificate of Sufficiency was received by the City Clerk on December 15, 2020.

The City Clerk is required to certify these results to the City Council at this meeting, and the City Council is required to accept the certification. Staff therefore requests that the Council accept and file the Certificate of Sufficiency, and consider adopting a resolution taking one of the actions set forth below.

##### B. DISCUSSION

Following the determination by the ROV that the Referendum petition is sufficient, the City Clerk is required to present the Certificate of Sufficiency to the City Council at its next Regular Meeting (tonight’s meeting). (Elec. Code § 9114.) The certification of the sufficiency of the Referendum petition has an immediate effect on Resolution No. 094-2020 and triggers certain mandatory duties that the Council must perform. First, it means that the effective date of Resolution No. 094-2020 is suspended. (Elec. Code

§ 9237.) Second, it means that the Council has a mandatory duty to either repeal Resolution No. 094-2020 or to place the Referendum on the ballot at either a special election or at the next regular election. (Elec. Code §§ 9237, 9241; *DeBottari v. City of Norco* (1985) 171 Cal.App.3d 1204, 1209 (holding that a city council has a mandatory duty to either repeal the ordinance or submit it to the voters).)

Therefore, after accepting the certification, Council has the following options to consider regarding the Referendum. The Council may:

1. Repeal Resolution No. 094-2020 (Option 1);
2. Submit Resolution No. 94-2020 to the voters at the next regular municipal election occurring at least 88 days later (Option 2). The next regular election occurring at least 88 days later is the General Municipal Election on November 8, 2022. As described in more detail below, in light of certain allegations that have been made regarding the signatures that have been certified, Staff has also prepared an Option 3 that places the Referendum on the 2022 ballot, but acknowledges the allegations, provides direction to Staff, and reserves the Council's right to reconsider its action in light of future evidence; or
3. Submit Resolution No. 94-2020 to the voters at a special election called for that purpose, occurring at least 88 days later. The ROV estimates that the cost to the City of holding a special election would be up to \$850,000.00

If Resolution 094-2020 is not repealed in its entirety, but is submitted to the voters, it will not become effective until a majority of voters voting on Resolution 094-2020 vote in favor of it.<sup>1</sup> (Elec. Code § 9241.)

Allegations have been made regarding the Referendum proponents' signature-gathering process. Attached is a letter from the Sutton Law Firm that details some of these allegations. If these allegations are eventually proven to be supported by compelling evidence, there could be implications for the ultimate validity of the Referendum. At this time, however, neither the City Clerk nor the ROV have identified issues with the Referendum petition on its face. For this reason, and at this time, the City Clerk and the ROV have certified the sufficiency of the signatures. Future legal processes, which have the ability to look beyond the face of the petition, may reveal different evidence about the signature gathering process, but at this time the City Clerk and ROV have performed their duties in the process based on the information available to them.

To acknowledge the allegations that have been made about the signature gathering process (and to acknowledge the implications on the Council's action if those allegations are proven to be true), Staff has included Resolution Option 3 for the

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<sup>1</sup> Referendum ballot questions are structured to ask the voters if the action in question (in this case, Resolution 094-2020) "should be adopted."

Council's consideration. Resolution Option 3 would allow the Council to perform its mandatory duty by placing, at this time, the Referendum on the ballot for the November 2022 regular election, but would also acknowledge the allegations and direct the City Attorney, City Clerk, and City Manager to cooperate with elections officials to address the allegations, and to bring back to Council additional action as needed. Resolution Option 3 acknowledges that if the allegations are proven to be true, Council will have the ability to reconsider its action.

Notwithstanding the allegations, because the ROV has deemed the Referendum petition to be sufficient, Council is legally required to accept the Certificate of Sufficiency and has a current mandatory duty to take action regarding Resolution 094-2020. The Council therefore must accept the Certificate of Sufficiency at tonight's meeting. Election Code section 9241 also expressly requires that the Council either repeal Resolution 094-2020 or place the Referendum on the ballot, although the statute does not expressly require that one of those actions be taken tonight. Consistent with the Council's mandatory duty, it is recommended that the Council take action tonight, or within a reasonable time hereafter consistent with its current duty to act. Resolution Option 3 is designed to permit Council to perform its duty tonight but to reserve the Council's right to reconsider and change that decision should the allegations regarding the signature gathering process be proven to be supported by credible evidence.

### **C. RECOMMENDATION**

1. Receive, accept, and file the Certificate of Sufficiency, and
2. Consider adopting one of the four attached resolutions. Those resolutions are as follows: (1) repealing Resolution 094-2020 (Option 1); (2) adding Resolution 094-2020 to the Nov. 2022 Ballot (Option 2); (3) adding Resolution 094-2020 to the Nov. 2022 Ballot, with direction to City Attorney, City Clerk and City Manager to cooperate with elections officials to take any necessary action to address the allegations, and acknowledging the possible need to reconsider the Council's action (Option 3); or (4) Calling a Special Election (Option 4).

Attachment: Letter from the Sutton Law Firm



October 28, 2020

VIA EMAIL ONLY

Mr. Bob Glaser  
The La Jolla Group  
834 Clairemont Mesa Blvd., Ste. 213  
San Diego, CA 92111-1315

RE: Illegal Activity by Circulators of City of Santee Referendum Petition

Dear Mr. ~~Glaser~~ :

On behalf of our client HomeFed Corporation, developers of Fanita Ranch, we demand that you take immediate action to remedy egregious Elections Code violations by a circulator retained by the La Jolla Group or its agents to work on a referendum petition in the City of Santee.

Specifically, we demand that you immediately set aside all referendum petitions circulated by the individual shown in a video posted on YouTube (<https://youtu.be/Kn-Z9Pt9jpo>; hereinafter referred to as "Individual A") which is demonstrative evidence that he committed fraud while soliciting signatures on the Santee referendum petition.

As you can see in the video (and read in the attached transcript of the conversation), Individual A explicitly pressured a minor to print Tyrell Hudspeth's name on the petition and forge Mr. Hudspeth's signature, presumably because Mr. Hudspeth is a registered voter in Santee but the minor is not. We have also attached a signed statement from Mr. Hudspeth confirming these facts. Individual A's actions clearly violate California Elections Code sections 18610 ["False or Forged Signatures"] and 18611 ["False, Forged or Fictitious Names"] and constitute a crime. His illegal petitions contain illegal signatures and all must be set aside.

We appreciate that the La Jolla Group, as one of the most prominent signature gathering firms in the state, holds its circulators to the highest legal and ethical standards and would not condone such illegal behavior. Not only was it against the law for Individual A to ask a minor to forge a signature on the petition, but it would also be a crime for the La Jolla Group to submit these petitions now that you have been put on notice that they contain illegal signatures. Specifically, the La Jolla Group could be subject to a fine up to \$5,000 and/or

Mr. Bob Glaser  
October 28, 2020  
Page 2

imprisonment up to three years by submitting the petitions circulated by this individual to the City Clerk. (Cal. Elec. Code section 18614.)

The same legal concerns apply to Van Collinsworth, Councilmember Stephen Houlahan, and the other proponents of the referendum. They could face fines and/or imprisonment if they submit the illegal petitions circulated by Individual A.

Given such a clear breach of protocol by a circulator retained by the La Jolla Group, we also demand that you immediately interview all other circulators which you or your agents retained to work on the Santee referendum in order to determine whether any of them are following the same or similar illegal practices, and that you immediately set aside any other petitions provided by circulators who have violated the law.

In addition to Individual A's fraudulent activities, our client has received reports, including unverified photos and videos, that circulators have been permitting people to sign referendum petitions even though the signatures were not witnessed by the circulator – including by leaving petitions on the check-out counters of local convenience stores, and by allowing other people to collect signatures on their petitions. If these reports are true, then submission of such petitions would also constitute a violation of the Elections Code by the circulator, Mr. Collinsworth, Councilmember Houlahan and/or the La Jolla Group. (See Cal. Elec. Code section 18660 [submission of petitions containing perjurous “declaration of circulator” statement constitutes a crime].)

We are sending a copy of this letter to the Santee City Clerk and San Diego County Registrar of Voters so that, should the proponents ever submit the referendum petitions, they are aware of this serious situation and make certain that no petitions circulated by Individual A are included in the raw count or random sample.

We are also sending a copy to the District Attorney's office for them to consider prosecuting Individual A and so that they are aware of these legal transgressions with the referendum process. If you discover that any other La Jolla Group circulator has asked someone to forge the petition, allowed another person to circulate their petitions, or violated any other criminal provision of the Elections Code, then you should similarly forward that person's name to the District Attorney's office for potential prosecution.

Please confirm on or before October 30, 2020 that you have taken corrective action to prevent Individual A's petitions from being submitted to elections officials, and that you have established a system for confirming whether any other La Jolla Group circulators have engaged in illegal practices.

Mr. Bob Glaser  
October 28, 2020  
Page 3

Thank you for your cooperation in this matter.

Sincerely,



James R. Sutton

Attachments

cc: Annette Fagan Ortiz, Santee City Clerk  
Michael Vu, San Diego County Registrar of Voters  
Leon Schorr, Deputy District Attorney, Office Special Operations Division  
Van Collinsworth, Preserve Wild Santee Treasurer  
City Councilmember Stephen Houlahan

NLS/dfm  
#1026.02

## Santee "Individual A" Video Transcript

Petition Gatherer:

How you doing? I'm looking for Tyrell.

Minor:

He isn't here right now.

Petition Gatherer:

He isn't here?

Minor:

Yeah, he isn't here.

Petition Gatherer:

I need you to sign this form brother.

Petition Gatherer:

This is two petitions. We have one for to stop the building of a Fanita road. And then this one's to stop the... this address. This is the address you put. I need your zip code. That's it.

Minor:

Y'all know the zip code here?

Speaker 3:

[inaudible 00:00:46]

Minor:

So right here?

Petition Gatherer:

Yeah. Tyrell... That's the... I gave [crosstalk 00:00:54]. All right, let me see the address. I'm going to tell you... what's that?

Petition Gatherer:

Nine, two... no, no, no you just sign his name. Sign "Tyrell Hudspeth" that's... No, sign it brother. Sign it. Sign it.

Minor:

[crosstalk 00:01:24]

Petition Gatherer:

That's good. We're good, you good. Just... Yeah. Fake signature. There you go. Just make a fake signature. There, that's it. And then sign this right here. Just make it cursive, sloppy ass cursive. I can do that one. There you go. All right, there you go. Now, can I get his first name here? You

## Santee "Individual A" Video Transcript

put this address? That's it? All right. That's how you spell his name? That's how you spell his name, Tyrell? Tyrell Hudspeth.

Speaker 3:

All right.

Petition Gatherer:

All right, spell his name here. And then you put his name here. You sign it, and then you put the city, this address, this is the address you put, and zip code, that's it.

Minor:

You know the zip code here?

Petition Gatherer:

Yep, 87...

Minor:

I mean, you know... the address.

Petition Gatherer:

Put the city, Santee. S-A-N-T-E-E. And then the zip code we just figured out... 92071. That's it brother. And then you already did this one. Yeah, that's it brother.

Minor:

[inaudible 00:02:32]

Petition Gatherer:

Appreciate you, brother. All right, have a good one brother.

-END-

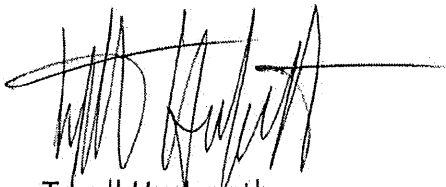
Source: <https://youtu.be/Kn-Z9Pt9jpo>



## Statement from Tyrell Hudspeth

My name is Tyrell Hudspeth. I live at 8736 Big Rock Road, Santee, California, 92071. On or about October 7, 2020, a signature gatherer came to my front door while I was not home. He spoke to the son of my roommate, Kailub Malcuit, and indicated he was collecting signatures for the referendum against Fanita Road. The signature gatherer was told that there were no adults home. The signature gatherer then **TOLD** Kailub Malcuit to sign the referendum sheet for the head of the house [Tyrell Hudspeth]. The signature gatherer was inside our home and convinced Kailub Malcuit to forge my name on the referendum sheet. I did not give anyone authority to sign for me, especially a referendum that I am not in favor of. This was blatant forgery. Please have my name removed from this referendum.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyrell Hudspeth', with a long horizontal line extending to the right.

Tyrell Hudspeth

Date 10/26/20

**[RESOLUTION OPTION NO. 1 – REPEAL RESOLUTION 094-2020]**

**RESOLUTION NO. 2021-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE  
REPEALING RESOLUTION 094-2020**

**WHEREAS**, on September 23, 2020, the City Council of the City of Santee (“City”) approved Resolution 094-2020, which amended the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and made related changes to the text of the Santee General Plan, including to the “Guiding Principles” for the development of Fanita Ranch, a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, pursuant to authority provided by statute, a referendum petition has been filed with the City Council of the City of Santee, California, signed by more than ten percent (10%) of the number of registered voters of the City, to submit to the qualified electors a Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020) (“Referendum”), and the City Clerk has examined the records of registration and ascertained that, pursuant to Elections Code section 9114, the petition is signed by the requisite number of voters, and has so certified, and

**WHEREAS**, the City Council desires to repeal Resolution 094-2020.

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

Resolution 094-2020, adopted by the City Council on September 23, 2020, is hereby repealed.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

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

**EXHIBIT "A"**

**Resolution No. 094-2020**

**[Attached behind this cover page]**

**[RESOLUTION OPTION NO. 2 – ADD REFERENDUM TO NOV. 2022 BALLOT]**

**RESOLUTION NO. 2021-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE  
CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON  
TUESDAY, NOVEMBER 8, 2022, FOR THE SUBMISSION OF A REFERENDUM  
AGAINST A RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
SANTEE (RESOLUTION NO. 094-2020), REQUESTING THE BOARD OF  
SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE SAID  
ELECTION PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE AND  
SETTING RULES FOR ARGUMENTS AND REBUTTALS  
FOR AND AGAINST SAID MEASURE**

**WHEREAS**, on September 23, 2020, the City Council of the City of Santee (“City”) approved Resolution 094-2020, which amended the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and made related changes to the text of the Santee General Plan, including to the “Guiding Principles” for the development of Fanita Ranch, a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, pursuant to authority provided by statute, a referendum petition has been filed with the City Council of the City of Santee, California, signed by more than ten percent (10%) of the number of registered voters of the City, to submit to the qualified electors a Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020) (“Referendum”), and the City Clerk has examined the records of registration and ascertained that, pursuant to Elections Code section 9114, the petition is signed by the requisite number of voters, and has so certified, and

**WHEREAS**, the City Council desires to submit Resolution 094-2020 to the voters at the November 8, 2022 General Municipal Election; and

**WHEREAS**, pursuant to Elections Code sections 9285 and 9286, the City Council further desires to establish rules and regulations for the preparation, submittal and printing of arguments and rebuttals for and against the measures described herein.

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

**SECTION 1.** That pursuant to the laws of the State of California relating to charter cities there is called and ordered to be held in the City of Santee, California on Tuesday, November 8, 2022, a General Municipal Election for the purpose of submitting to the voters Resolution 094-2020.

**SECTION 2.** That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at the General Municipal Election the following ballot measure relating to the Referendum against Resolution 094-2020:

Shall Resolution 094-2020, adopting an Amendment to the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and making conforming changes to the text of the Santee General Plan, including to the "Guiding Principles" for development of the Fanita Ranch property, which was adopted by the Santee City Council on September 23, 2020, but suspended by referendum petition, be adopted?	Yes
	No

**SECTION 3.** That a copy of Resolution 094-2020 is available in the City Clerk's office at 10601 N. Magnolia Avenue, Santee, CA 92071, to qualified voters of the City.

**SECTION 4.** That the ballots to be used at the election shall be in such form and content as required by law.

**SECTION 5.** That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 6.** Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of said election with the Statewide General Election on Tuesday, November 8, 2022.

**SECTION 7.** The San Diego County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election and only one form of ballot shall be used.

**SECTION 8.** The City of Santee recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

**SECTION 9.** The City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 10.** The ballots to be used at the election shall be in form and content as required by law. Voters shall vote yes or no.

**SECTION 11.** The polls for the election shall be open at 7:00 a.m. of the same day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day except as provided in Elections Code section 14401.

**SECTION 12.** The consolidated election shall be held and conducted in the manner prescribed in Elections Code section 10418.

**SECTION 13.** That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 14.** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 15.** That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original Resolutions.

**SECTION 16.** That the City Council hereby authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 17. Arguments and Analysis.**

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measures, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including the date set by the San Diego County Registrar of Voters for the filing of primary arguments, after which no arguments for or against the measures may be submitted to the City Clerk. Arguments in favor of or against a measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City

Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot measure as provided by law. The impartial analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Measure \_\_\_\_\_. If you desire a copy of Resolution 094-2020, please call the City Clerk’s office at 619-258-4100 x114, and a copy will be provided at no cost to you.”**

**SECTION 18. Rebuttals.**

- A. That pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the arguments for and against the various measures which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than the date set by the San Diego County Registrar of Voters for the filing of rebuttal arguments. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.
- B. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.
- C. That the provisions herein shall apply only to the election to be held on November 8, 202, and shall then be repealed.

**SECTION 19. Placement on the Ballot.** A statement shall be printed in the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of a measure, at no cost, upon request made to the City Clerk.

**SECTION 20. Effective Date.** This Resolution shall take effect immediately upon its adoption.



**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

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

**EXHIBIT "A"**

**RESOLUTION NO. 094-2020**

**[Attached behind this cover page]**

**[RESOLUTION OPTION NO. 3 – ADD REFERENDUM TO NOV. 2022 BALLOT, WITH  
DIRECTION REGARDING ALLEGATIONS]**

**RESOLUTION NO. 2021-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE  
CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON  
TUESDAY, NOVEMBER 8, 2022, FOR THE SUBMISSION OF A REFERENDUM  
AGAINST A RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
SANTEE (RESOLUTION NO. 094-2020), REQUESTING THE BOARD OF  
SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE SAID  
ELECTION PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE AND  
SETTING RULES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST SAID  
MEASURE, AND PROVIDING DIRECTION TO STAFF REGARDING ALLEGATIONS  
RELATED TO THE SIGNATURE-GATHERING PROCESS**

**WHEREAS**, on September 23, 2020, the City Council of the City of Santee (“City”) approved Resolution 094-2020, which amended the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and made related changes to the text of the Santee General Plan, including to the “Guiding Principles” for the development of Fanita Ranch, a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, pursuant to authority provided by statute, a referendum petition has been filed with the City Council of the City of Santee, California, signed by more than ten percent (10%) of the number of registered voters of the City, to submit to the qualified electors a Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020) (“Referendum”), and the City Clerk has examined the records of registration and ascertained that, pursuant to Elections Code section 9114, the petition is signed by the requisite number of voters, and has so certified, and

**WHEREAS**, the City Council desires to submit Resolution 094-2020 to the voters at the November 8, 2022 General Municipal Election, subject to the reservation of rights in this Resolution; and

**WHEREAS**, pursuant to Elections Code sections 9285 and 9286, the City Council further desires to establish rules and regulations for the preparation, submittal and printing of arguments and rebuttals for and against the measures described herein; and

**WHEREAS**, allegations have been made regarding the Referendum proponents’ signature-gathering process, and if these allegations are eventually proven to be supported by compelling evidence, there could be implications for the ultimate validity of the Referendum and the placement of the Referendum on the ballot; and

**WHEREAS**, at this time, neither the City Clerk nor the ROV have identified issues with the Referendum petition on its face; and have therefore, certified the sufficiency of the signatures; and

**WHEREAS**, future legal processes, which have the ability to look beyond the face of the petition, may reveal different evidence about the signature gathering process, and Council desires to direct the City Attorney, the City Clerk, and the City Manager to cooperate with elections officials to address the allegations and to bring back additional action to Council as necessary; and

**WHEREAS**, Council adopts this Resolution pursuant to its mandatory duty to take action regarding the Referendum, but Council desires to reserve its right to reconsider and change this action should the allegations regarding the signature gathering process be proven to be supported by credible evidence.

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

**SECTION 1.** That pursuant to the laws of the State of California relating to charter cities there is called and ordered to be held in the City of Santee, California on Tuesday, November 8, 2022, a General Municipal Election for the purpose of submitting to the voters Resolution 094-2020.

**SECTION 2.** That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at the General Municipal Election the following ballot measure relating to the Referendum against Resolution 094-2020:

Shall Resolution 094-2020, adopting an Amendment to the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and making conforming changes to the text of the Santee General Plan, including to the "Guiding Principles" for development of the Fanita Ranch property, which was adopted by the Santee City Council on September 23, 2020, but suspended by referendum petition, be adopted?	Yes
	No

**SECTION 3.** That a copy of Resolution 094-2020 is available in the City Clerk's office at 10601 N. Magnolia Avenue, Santee, CA 92071, to qualified voters of the City.

**SECTION 4.** That the ballots to be used at the election shall be in such form and content as required by law.

**SECTION 5.** That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 6.** Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of said election with the Statewide General Election on Tuesday, November 8, 2022.

**SECTION 7.** The San Diego County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election and only one form of ballot shall be used.

**SECTION 8.** The City of Santee recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

**SECTION 9.** The City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 10.** The ballots to be used at the election shall be in form and content as required by law. Voters shall vote yes or no.

**SECTION 11.** The polls for the election shall be open at 7:00 a.m. of the same day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day except as provided in Elections Code section 14401.

**SECTION 12.** The consolidated election shall be held and conducted in the manner prescribed in Elections Code section 10418.

**SECTION 13.** That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 14.** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 15.** That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original Resolutions.

**SECTION 16.** That the City Council hereby authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 17. Arguments and Analysis.**

A. The City Council authorizes (i) the City Council or any member(s) of the City

Council, (ii) any individual voter eligible to vote on the above measures, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including the date set by the San Diego County Registrar of Voters for the filing of primary arguments, after which no arguments for or against the measures may be submitted to the City Clerk. Arguments in favor of or against a measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot measure as provided by law. The impartial analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Measure \_\_\_\_\_. If you desire a copy of Resolution 094-2020, please call the City Clerk’s office at 619-258-4100 x114, and a copy will be provided at no cost to you.”**

#### **SECTION 18. Rebuttals.**

- A. That pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the arguments for and against the various measures which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal

arguments shall be filed with the City Clerk not later than the date set by the San Diego County Registrar of Voters for the filing of rebuttal arguments. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

- B. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.
- C. That the provisions herein shall apply only to the election to be held on November 8, 202, and shall then be repealed.

**SECTION 19. Placement on the Ballot.** That a statement shall be printed in the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of a measure, at no cost, upon request made to the City Clerk.

**SECTION 20. Effective Date.** That this Resolution shall take effect immediately upon its adoption, but is subject to the reservation of rights contained herein.

**SECTION 21. Direction to Staff Regarding Allegations.** That allegations have been made regarding the Referendum proponents' signature-gathering process, and the City Attorney, City Clerk, and City Manager are hereby directed to cooperate with elections officials to address the allegations, and to bring back to Council additional action as needed.

**SECTION 22. Right to Reconsider.** That Council adopts this Resolution pursuant to its duty under Elections Code section 9241 to take action regarding the Referendum, but that Council expressly reserves its right to reconsider and change this action should the allegations regarding the signature gathering process be proven to be supported by credible evidence.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

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



**EXHIBIT "A"**

**RESOLUTION NO. 094-2020**

**[RESOLUTION OPTION NO. 4 – CALL SPECIAL ELECTION FOR RESOLUTION 094-2020]**

**RESOLUTION NO. 2021-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE  
CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL  
ELECTION TO BE HELD \_\_\_\_\_, 20\_\_\_, FOR SUBMISSION TO THE  
VOTERS OF A REFERENDUM AGAINST A RESOLUTION PASSED BY THE CITY  
COUNCIL OF THE CITY OF SANTEE (RESOLUTION NO. 094-2020), REQUESTING  
THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONDUCT  
SAID ELECTION; AND SETTING RULES FOR ARGUMENTS AND REBUTTALS  
FOR AND AGAINST SAID MEASURE**

**WHEREAS**, on September 23, 2020, the City Council of the City of Santee (“City”) approved Resolution 094-2020, which amended the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and made related changes to the text of the Santee General Plan, including to the “Guiding Principles” for the development of Fanita Ranch, a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, pursuant to authority provided by statute, a referendum petition has been filed with the City Council of the City of Santee, California, signed by more than ten percent (10%) of the number of registered voters of the City, to submit to the qualified electors a Referendum Against a Resolution Passed by the City Council of the City of Santee (Resolution No. 094-2020) (“Referendum”), and the City Clerk has examined the records of registration and ascertained that, pursuant to Elections Code section 9114, the petition is signed by the requisite number of voters, and has so certified, and

**WHEREAS**, the City Council desires to call a special election to be held on \_\_\_\_\_, 20\_\_\_, for the purpose of submitting Resolution 094-2020 to the electorate; and

**WHEREAS**, pursuant to Elections Code sections 9285 and 9286, the City Council further desires to establish rules and regulations for the preparation, submittal and printing of arguments and rebuttals for and against the measures described herein.

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

**SECTION 1.** That pursuant to the laws of the State of California relating to charter cities there is called and ordered to be held in the City of Santee, California on Tuesday, \_\_\_\_\_, 20\_\_\_, a Special Election for the purpose of submitting to the voters Resolution 094-2020.

**SECTION 2.** That the City Council, pursuant to its right and authority, does hereby order submitted to the voters at the Special Election the following ballot measure relating to the Referendum against Resolution 094-2020:

Shall Resolution 094-2020, adopting an Amendment to the Santee General Plan to change the land use designation for Fanita Ranch from Planned Development to Specific Plan, and making conforming changes to the text of the Santee General Plan, including to the "Guiding Principles" for development of the Fanita Ranch property, which was adopted by the Santee City Council on September 23, 2020, but suspended by referendum petition, be adopted?	Yes
	No

**SECTION 3.** That a copy of Resolution 094-2020 is available in the City Clerk's office at 10601 N. Magnolia Avenue, Santee, CA 92071, to qualified voters of the City.

**SECTION 4.** That the ballots to be used at the election shall be in such form and content as required by law.

**SECTION 5.** That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 6.** The Registrar of Voters is authorized to canvass the returns of the Special Election.

**SECTION 7.** The City of Santee recognizes that additional costs will be incurred by the County to perform the election service of holding the special election, and agrees to reimburse the County for any costs.

**SECTION 8.** The City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 9.** The City Clerk is directed to file a certified copy of this Resolution with the Board of Supervisors of the County of San Diego.

**SECTION 10.** That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

**SECTION 11.** That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 12.** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 13.** That the City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original Resolutions.

**SECTION 14.** That the City Council hereby authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 15. Arguments and Analysis.**

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measures, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including the date set by the San Diego County Registrar of Voters for the filing of primary arguments, after which no arguments for or against the measures may be submitted to the City Clerk. Arguments in favor of or against a measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot measure as provided by law. The impartial analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement

indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Measure \_\_\_\_\_. If you desire a copy of Resolution 094-2020, please call the City Clerk’s office at 619-258-4100 x114, and a copy will be provided at no cost to you.”**

**SECTION 16. Rebuttals.**

- A. That pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the arguments for and against the various measures which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than the date set by the San Diego County Registrar of Voters for the filing of rebuttal arguments. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.
- B. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.
- C. That the provisions herein shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

**SECTION 17. Placement on the Ballot.** A statement shall be printed in the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of a measure, at no cost, upon request made to the City Clerk.

**SECTION 18. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 13<sup>th</sup> day of January, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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

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

**EXHIBIT "A"**

**RESOLUTION NO. 094-2020**

**[Attached behind this cover page]**



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
ADOPTING A GENERAL PLAN AMENDMENT, CASE FILE GPA2017-2,  
RELATING TO THE FANITA RANCH SPECIFIC PLAN**

**APN'S: 374-030-02; 374-050-02; 374-060-01; 376-010-06; 376-020-03; 376-030-01; 378-020-46, 50, 54; 378-030-08; 378-210-01; 378-210-03, 04; 378-210-10, 11; 378-220-01; 378-381-49; 378-382-58; 378-391-59; 378-392-61, 62; 380-031-18; 380-040-43, 44**

**(RELATED CASE FILES: SP2017-1, R2017-1, TM2017-3, P2017-5, P2020-2, DR2017-4, AEIS2017-11)**

**APPLICANT: HOMEFED FANITA RANCHO LLC**

**WHEREAS**, the General Plan of the City of Santee (“City”) specifies the location of various land uses and districts within the City, and includes “Areas for Special Study” for large properties intended for comprehensive master-planned development; and

**WHEREAS**, Fanita Ranch is identified in the General Plan as the largest Area for Special Study in the City, consisting of 2,638 acres at the northern end of the City, which represents a large area of development potential for which “Guiding Principles” have been developed; and

**WHEREAS**, the “Guiding Principles” for Fanita Ranch have been included in the General Plan since 1984, originally described as “Essential Elements”; and

**WHEREAS**, the majority of the Fanita Ranch property has been designated either as Specific Plan or PD – Planned Development in the Land Use Element of the General Plan since 1984, and small portions of the site are designated HL – Hillside Limited Residential and R1– Low Density Residential; and

**WHEREAS**, on August 29, 2018, HomeFed submitted a complete application for a master-planned development on Fanita Ranch consisting of 2,949 residential units; commercial uses, a school, parks, a community farm, a Special Use area, and 1,650-acre Habitat Preserve. In the event that the school site is not acquired for public or private school uses within two years of filing of the final map for the phase in which the site is located, the underlying MDR land use designation may be implemented and the maximum total number of units permitted in the Specific Plan area shall be 3,008 units; and

**WHEREAS**, a General Plan Amendment (GPA) is required to change the land use designation from PD – Planned Development, R1 – Low Density Residential, and HL – Hillside/Limited Residential to SP – Specific Plan, as reflected in **Exhibits A and B** attached hereto; and

**WHEREAS**, the “SP” land use designation requires the preparation of a Specific Plan for future development of such designated areas within the City; and

## RESOLUTION NO. 094-2020

**WHEREAS**, Section 8.2 of the General Plan, as modified herein with thirteen (13) Guiding Principles, furthers the Land Use, Conservation, Recreation, Trails, Mobility and Housing Elements of the General Plan; and

**WHEREAS**, the goal of the Land Use Element is to “Promote development of a well-balanced and functional mix of residential, commercial, industrial, open space, recreation, and civic uses that will create and maintain a high-quality environment”. Along with this goal are various objectives and policies that were considered and incorporated into the Fanita Ranch Specific Plan; and

**WHEREAS**, the California Environmental Quality Act (CEQA) provides opportunities for members of the public, agencies, and Native American Tribes to provide input on the environmental review aspects of the Fanita Ranch project prior to City Council’s consideration of the proposed project; and

**WHEREAS**, after deeming the project complete on August 29, 2018 in accordance with California Government Code Section 65943, the City issued a Notice of Preparation on November 8, 2018, of a Draft Revised Environmental Impact Report (EIR) and a public scoping meeting was held on November 29, 2018 to solicit input on the scope and content of the environmental information for the Draft Revised EIR; and

**WHEREAS**, on May 29, 2020, the City issued a Notice of Availability of the Draft Revised EIR and established a 45-day public review period, beginning on May 29, 2020 and ending on July 13, 2020; and

**WHEREAS**, on May 8, 2019, the Santee City Council conducted a public workshop on the Fanita Ranch applications and development plan including a review of three proposed villages, a habitat preserve, parks, a public school (kindergarten through eighth grade), a working farm, roadway extensions, and trails; and

**WHEREAS**, on September 11, 2019, the Santee City Council conducted a second public workshop on Fanita Ranch providing an overview of the project’s transportation and circulation network as it relates to the City’s Mobility Element, and the proposed internal street network; and

**WHEREAS**, on October 23, 2019, the Santee City Council conducted a third public workshop on Fanita Ranch parks, trails and open space features, including a proposed community park and farm, eight neighborhood parks, numerous mini-parks, trails, and an “AgMeander” providing access to scenic qualities of the property and farm-related learning opportunities; and

**WHEREAS**, on February 12, 2020, the Santee City Council conducted a fourth public workshop on Fanita Ranch focused on fire safety, prevention and protection, as well as service-level requirements for fire and law enforcement personnel; and

## RESOLUTION NO. 094-2020

**WHEREAS**, the General Plan Land Use Element identifies Fanita Ranch as one of the Areas for Special Study, and imparts sixteen (16) Guiding Principles for the development of the property; and

**WHEREAS**, the Guiding Principles are proposed to be amended to align with the development concepts of the Fanita Ranch Specific Plan while ensuring that standards of quality remain for the public health, safety and welfare of the community; and

**WHEREAS**, various Guiding Principles are revised to remove the references to “Planned Development” and replace those with references to the Fanita Ranch Specific Plan; and

**WHEREAS**, Guiding Principle one (1) is revised to reflect the land uses proposed by the Fanita Ranch Specific Plan, eliminating the business or office park concept with research and development; high technology uses, medical complex, executive headquarters and similar office and business uses because of the lack of demand for such uses in Santee and East County; and

**WHEREAS**, Guiding Principle two (2) is revised to reflect the land uses proposed by the Fanita Ranch Specific Plan, amending the Fanita Center concept with a new mix of residential, commercial, civic (fire station), institutional (school) uses and parks in three villages; and

**WHEREAS**, Guiding Principle three (3) is revised to eliminate references to residential lot sizes ranging from 6,000 to 20,000 square feet because the Fanita Ranch Specific Plan proposes clustered, small lot development in order to preserve natural habitat areas; and

**WHEREAS**, Guiding Principle four (4) is revised to update references to General Plan Elements, and to establish that clustered development minimizes the development footprint for preservation of natural land forms; and

**WHEREAS**, Guiding Principle five (5), regarding the grading concept, is revised because the Fanita Ranch Specific Plan proposes to minimize development footprints; and

**WHEREAS**, Guiding Principle six (6), regarding alternative residential design and grading requirements, is replaced with new language regarding smart growth and clustering to align with the proposed Fanita Ranch Specific Plan; and

**WHEREAS**, Guiding Principle seven (7), regarding the southern portion of Fanita Ranch south of the SDG&E powerline, identified as a regional park containing no less than 400 acres, is eliminated because the Fanita Ranch Specific Plan i) proposes a variety of parks to serve the community north of the SDG&E powerline; ii) envisions the land adjacent to the SDG&E powerline as a habitat preserve to supplement preserved

## RESOLUTION NO. 094-2020

lands in the surrounding vicinity; and iii) supports clustered development to minimize the overall development footprint within the proposed Specific Plan boundary; and

**WHEREAS**, Guiding Principle eight (8), regarding park facilities, is renumbered as Guiding Principle seven (7) with new park facility guidance to align with the recommendations of the General Plan Recreation Element and the proposed Fanita Ranch Specific Plan park proposals; and

**WHEREAS**, Guiding Principle nine (9), regarding an 18-hole golf course with a hotel/conference complex, or a recreational facility based around a man-made lake, is renumbered as Guiding Principle eight (8) and land uses are modified with an agrarian theme, with a small working farm conceived as the centerpiece of the proposed Specific Plan; and

**WHEREAS**, Guiding Principles ten (10) and eleven (11), regarding the extension of Fanita Parkway and Cuyamaca Street respectively, are substantially the same and are renumbered as Guiding Principles nine (9) and ten (10) respectively; and

**WHEREAS**, Guiding Principle twelve (12), regarding circulation improvements, is eliminated because i) circulation improvements are discussed in proposed (new) Guiding Principles 9, 10, and 11; and ii) the Fanita Ranch Specific Plan provides street improvement standards in Chapter 4, Mobility; and

**WHEREAS**, Guiding Principle thirteen (13), regarding trails, is renumbered as Guiding Principle eleven (11), and is revised to reference the Fanita Ranch Mobility Plan, General Plan Trails Element and requirements of the Multiple Species Conservation Program Subarea Plan; and

**WHEREAS**, Guiding Principle fourteen (14), regarding a Comprehensive Implementation Element to include cost revenue assessment, identification of required public improvements, a phasing plan for public improvements and land use, a financing plan for public improvements and a Development Agreement, is eliminated because public improvements and their phasing are addressed i) in Chapter 10 of the Fanita Ranch Specific Plan entitled "implementation"; ii) in the conditions of discretionary permit approval; and iii) in the Fanita Ranch Development Agreement between the City of Santee and applicant; and

**WHEREAS**, Guiding Principle fifteen (15), which states that the Fanita Ranch area shall not be subdivided (except for the Sports Park property), until a Planned Development is adopted by the City of Santee, is renumbered as Guiding Principle twelve (12), and is revised to delete the Sports Park and Planned Development references because i) a Sports Park property is not proposed by the Fanita Ranch Specific Plan; and ii) the SP – Specific Plan land use designation replaces the PD – Planned Development, R1 – Low Density Residential, and HL – Hillside/Limited Residential land use designations; and

## RESOLUTION NO. 094-2020

**WHEREAS**, Guiding Principle sixteen (16), is renumbered as Guiding Principle thirteen (13), and is revised to require illustrative development plans for all land uses rather than for circulation and residential product types only; and

**WHEREAS**, future development within the Fanita Ranch Specific Plan area will occur in a manner consistent with the Guiding Principles of the General Plan Land Use Element, amended to incorporate the development concepts of the Specific Plan; and

**WHEREAS**, conforming changes to the General Plan, to incorporate the residential development of the Fanita Ranch Specific Plan, will be made as part of the sixth Cycle Housing Element currently under preparation with an anticipated adoption date prior to April 15, 2021; and

**WHEREAS**, the proposed General Plan Amendments are comprehensively reflected in **Exhibit C** attached hereto; and

**WHEREAS**, the revised Guiding Principles for the development of the Fanita Ranch site implement goals, objectives and policies of the Santee General Plan, and are shown on **Exhibit D** attached hereto; and

**WHEREAS**, on September 11, 2020, the Director of Development Services published a notice of public hearing on General Plan Amendment GPA2017-2, and related case files R2017-1, TM2017-3, SP-2017-1, P2017-5, P2020-2, DR2017-4 and AEIS2017-11, to be held on September 23, 2020; and

**WHEREAS**, on September 23, 2020, the City Council held a duly advertised public hearing on GPA2017-2 and the related case files; and

**WHEREAS**, the City Council considered the staff report, all recommendations by staff, the Final Revised EIR, the entire record, and all public testimony; and

**WHEREAS**, The City Council has certified the Final Revised EIR pursuant to the California Environmental Quality Act and adopted Findings of Fact, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Fanita Ranch project. The City Council hereby incorporates by reference, as if fully set forth herein, Resolution 093-2020 certifying the Final Revised EIR and adopting the Findings of Fact, and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Fanita Ranch project.

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

**SECTION 1:** The City Council finds that General Plan Amendment GPA2017-2, including proposed text, map revisions and amended Guiding Principles furthers the goals,

## RESOLUTION NO. 094-2020

objectives, policies of the General Plan, based upon the following key points, and more fully described in Table 4.10-2 of the Final Revised EIR, incorporated herein by reference:

- A. Promotes smart growth, clustering and sustainability principles to conserve resources, reduce impacts on the environment, and promote active lifestyles (Land Use, Conservation, Trails Elements);
- B. Provides village centers with a mix of land uses including public facilities, open space, residential and commercial uses (Land Use Element);
- C. Encourages a range of housing types and sizes to respond to the City's housing demands, and appeal to a diverse range of incomes and ages (Housing Element);
- D. Implements a comprehensive Fire Protection Plan that results in a fire safe and fire aware community (Safety Element);
- E. Provides a highly connected complete streets system that supports various modes of transportation (Mobility Element);
- F. Provides a public trail system that accommodates a variety of users that connects villages and community amenities, protects sensitive habitat areas and provides linkages to local and regional parks and trails (Trails Element);
- G. Provides a public Community Park, Neighborhood Parks and Mini Parks that satisfy the Parkland Dedication requirements of the General Plan (Recreation Element); and
- H. Establishes a habitat preserve to protect natural biological resources and ensures continued support for sensitive species and their habitats through implementation of a long-term preserve management plan (Conservation Element).
- I. Respects natural views of the site from public vantage points (Community Enhancement Element).
- J. Results in a development that will minimize noise levels through various sound attenuation measures that include walls and landscaping along roads, speed limitations through traffic calming features (Noise Element).

**SECTION 2:** The Santee City Council further finds that the proposed Fanita Ranch Guiding Principles in the Land Use Element amendment (**Exhibit D**) are consistent with the General Plan as described in Table 4.10-1 of the Final Revised EIR, attached hereto as **Exhibit E**.

**SECTION 3:** The Santee City Council further finds that the GPA2017-2 is consistent with the "Adjacent Land Use Compatibility Guide" of the Land Use Element because: i) the Fanita Ranch site is bordered by existing Santee residential neighborhoods to the south

**RESOLUTION NO. 094-2020**

and the unincorporated residential communities of Lakeside and Eucalyptus Hills to the east; ii) Sycamore Canyon County Preserve and Goodan Ranch Regional Park are to the north; and iii) Marine Corps Air Station Miramar and Padre Dam Municipal Water District facilities, including Santee Lakes Recreation Preserve, lie west of the proposed Specific Plan area. These existing uses are buffered by natural open space areas which will be included in a Habitat Preserve ultimately managed in accordance with a Subarea Plan of the region-wide Multiple Species Conservation Program.

**SECTION 4:** The General Plan Amendment to the Santee General Plan, to establish a Specific Plan land use designation as depicted on **Exhibit B** and as further shown in **Exhibit C**, is hereby approved. The City Clerk is directed to i) add the revised Land Use Map and remove the existing Land Use Map as depicted in **Exhibits A and B** respectively and ii) add the underlined text and remove stricken text as shown in **Exhibit C** to incorporate the Fanita Ranch General Plan Amendment into the Santee General Plan.

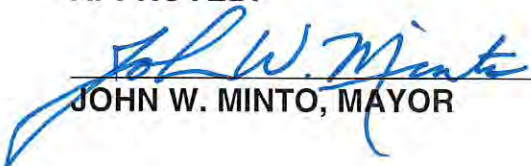
**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 23<sup>rd</sup> day of September, 2020 the following roll call vote to wit:

**AYES: HALL, KOVAL, MCNELIS, MINTO**

**NOES: HOULAHAN**

**ABSENT: NONE**

**APPROVED:**

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

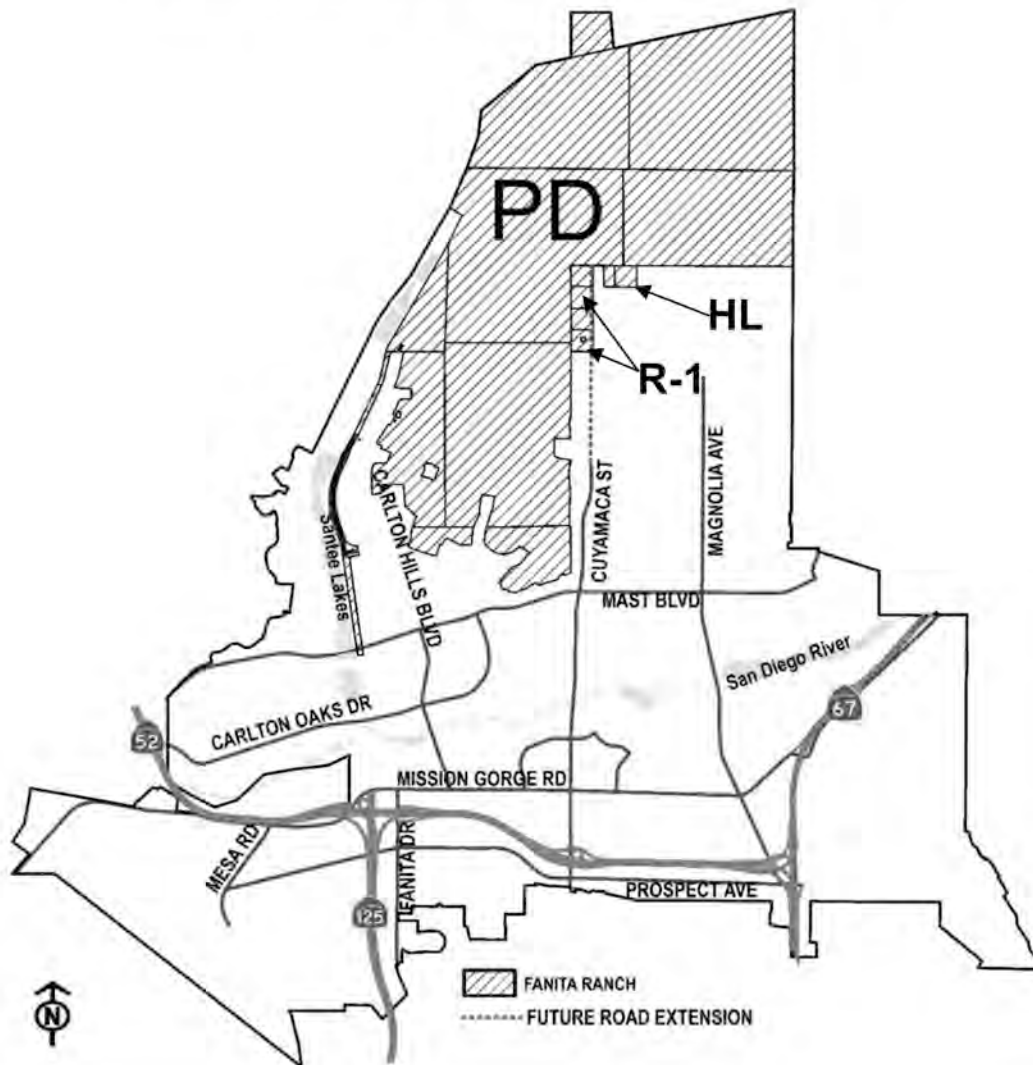
**ATTEST:**

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

- Exhibits
- A: Existing General Plan Land Use Map.
  - B: Proposed General Plan Land Use Map.
  - C. Fanita Ranch General Plan Amendment.
  - D. Revised General Plan Guiding Principles for the development of Fanita Ranch.
  - E. EIR Table 4.10-1: Project Consistency with Proposed Guiding Principles for Fanita Ranch.



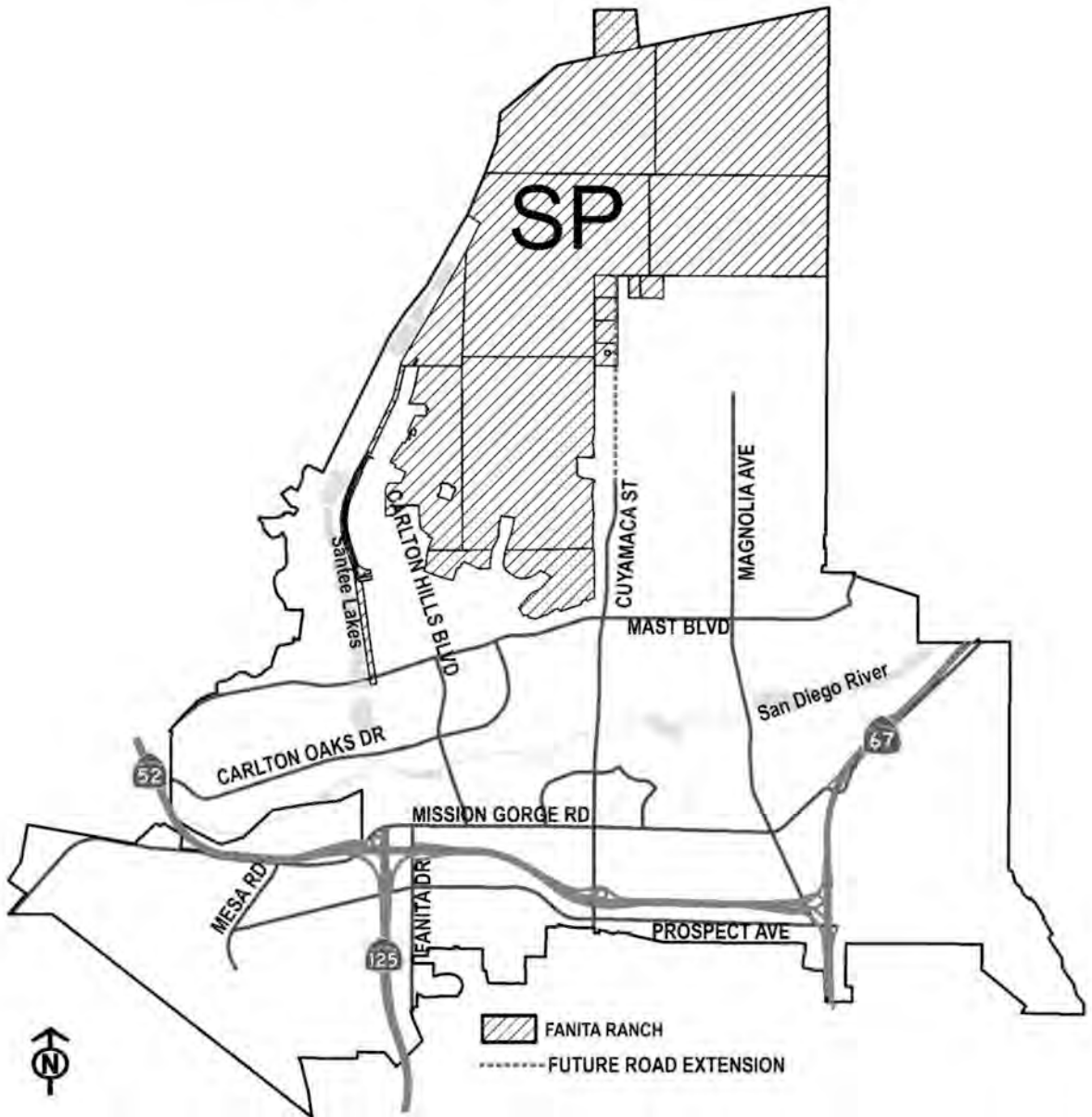
# Exhibit A: Existing General Plan Land Use Map



## GENERAL PLAN DESIGNATION

<p>PD – Planned Development</p>	<p>This designation provides for mixed-use development potential including employment parks, commercial, recreational, and various densities of residential development pursuant to a development plan and entitlements being approved by the City Council. This designation is intended for select properties within the City where a variety of development opportunities may be viable and where the City wishes to encourage innovative and very high-quality development in a manner which may not be possible under standard land use designations and their corresponding zones.</p>
<p>HL – Hillside/Limited Residential</p>	<p>This designation is intended for residential development in areas that exhibit steep slopes, rugged topography and limited access. Residential uses are characterized by rural large estate lots, with significant permanent open space area, consistent with the constraints of slope gradient, soil and geotechnical hazards, access, availability of public services, biological resources and other environmental concerns. This designation has primarily been applied in the steeply sloped extreme southwest and northeast portions of the City.</p>
<p>R-1 – Low Density Residential</p>	<p>This designation is intended for residential development characterized by single family homes on one-half acre lots or larger, which are responsive to the natural terrain and minimize grading requirements. This designation has been located in steeply sloped hillside and canyon areas in the southwest, southeast, northeast and north central portions of the City.</p>

# Exhibit B: Proposed General Plan Land Use Map



GENERAL PLAN DESIGNATION	
SP – Specific Plan	This designation requires the preparation of a Specific Plan for future development of an area within the City. State law authorizes cities to prepare and adopt specific plans for the systematic implementation of the general plan for all or part of the area covered by the general plan (Government Code Section 65450). This designation is intended for select properties within the City where a variety of development opportunities may be viable and where the City wishes to encourage innovative and very high-quality development. Specific plans shall contain planning policies and regulations, and may combine zoning regulations, capital improvement programs, detailed development regulations, and other regulatory requirements into one document, which are designed to meet the unique needs of a specific area. Specific plans shall provide a fiscal assessment, identification of required public improvements, public improvement and development phasing, financing plans and a development agreement.

# **EXHIBIT C**

## **FANITA RANCH**

### **GENERAL PLAN AMENDMENT**

**City of Santee**

## List of Amendments

The following is a list of the proposed Santee General Plan Amendments by Element:

### **Chapter 1, Land Use Element. Update:**

*Figure 1-1* to designate Fanita Ranch as Specific Plan (SP) and add SP to the legend.

*Page 1-9, Third and Last Paragraphs* to remove outdated information.

*Page 1-16, "Fanita Ranch" Section* to correct the acreage for the Fanita Ranch Specific Plan Area and to remove references to the term "move up" housing.

*Page 1-18, No. 7* to remove outdated information.

*Page 1-29* to add the Specific Plan land use designation and to replace "Planned Development" with "Specific Plan" for Fanita Ranch.

*Page 1-30 through 1-31a, 8.2, Fanita Ranch* to revise the Guiding Principles.

*Page 1-40, Table 3* to remove the Fanita Ranch acreage from the "Planned Development" land use designation, add the "Specific Plan" land use designation with the Fanita Ranch acreage, and update the percentages accordingly.

### **City of Santee Mobility Element, adopted by City Council on October 25, 2017 as an update to Chapter 3, Circulation Element. Update**

*Page 33, First Paragraph* to add "Additional or modified street sections are permitted with an approved Specific Plan." This language allows for specially designed street sections within the Specific Plan Area to address the unique topographic conditions of the site, establish a unique design character, and accommodate emergency evacuation and emergency vehicle access.

*Page 34, Second Bullet* to replace "Princess Joann Road" with "Chaparral Drive, and add a new bullet: "Fanita Parkway, between Ganley Road and Lake Canyon".

*Page 35, Forth Bullet* to delete "Cuyamaca Street, between northern terminus and Princess Joann Road" from the list of Collector Roads with Two-way Left Turn Lane.

*Page 38*, to add a new bullet: “Cuyamaca Street, between north terminus and Chaparral Drive” and revise the third bullet to read:” Fanita Parkway, between northern terminus and Lake Canyon” .

*Figure 7-1: Buildout Roadway Classifications* to reflect revisions to the text.

*Figure 7-2: Planned Bicycle Network* to reflect revisions to the text.

#### **Chapter 4, Recreation Element. Update:**

*Page 4-10, Third Paragraph* to remove reference to the community park at Carlton Hills Boulevard.

*Page 4-10, Fifth Paragraph* to reflect proposed uses for this site including a designated school site and community park.

#### **Chapter 5, Trails Element. Update:**

*Figure 5-1: Trails Plan* to add a planned bike path on Cuyamaca Street north of Chaparral Drive and revise the proposed planned bike path alignment on Fanita Parkway.

*Page 5-17, Fanita Ranch paragraph* to remove outdated information and refer to the Specific Plan and the MSCP Subarea Plan.

#### **Chapter 6, Conservation Element. Update:**

*Page 6-11* to correct the acreage of Fanita Ranch to “2,638”.

#### **Chapter 8, Safety Element. Update:**

*Figure 8-1* to add future fire station and future water tanks within Fanita Ranch.

#### **Chapter 9, Community Enhancement Element. Update:**

*Page 9-19, “Landforms and Views”* to minimize landform alterations in areas where known sensitive resources occur.

*Page 9-26* to add new policy 17.3 that allows the City to consider special grading standards in hillsides that promote compact development, focuses on landform grading in slopes that are visible from public rights-of-way, and permits efficient grading techniques in less visible areas of development.

**FANITA RANCH**  
**GENERAL PLAN AMENDMENT**  
**Updated General Plan Pages**  
**City of Santee**

August 2020

## LAND USE ELEMENT



Commercial Land Use - A preliminary market analysis of existing and potential commercial, office and industrial development in the City of Santee was undertaken as part of an update to the General Plan. The report, City of Santee General Plan Update Market Analysis, appears in its entirety in the Technical Appendices to the General Plan Environmental Impact Report.



The study concluded that the City continues to export a significant amount of retail sales to other communities, particularly in the convenience goods, eating and drinking establishments and auto dealers and auto supply categories. The recent

completion of the Trolley Square commercial center at 425,000 square feet of space, is expected to fulfill much of this need. The study also found that the City is a significant importer of revenues in the home improvement and general merchandising categories.

Another of the study's findings was that the development of the Fanita Ranch ~~is critical to will benefit~~ the City's financial future as it would generate ~~an estimated \$39 million dollars (2000 dollars) in additional~~ retail sales, ~~with an estimated 30 million dollars staying in the City~~, and would provide a significant stock of ~~new and~~ higher end housing which would be beneficial in the City's efforts to attract higher end firms and employers.

Office Land Use - Office development in Santee has not been significant historically, however, interest in East County and Santee in particular has grown in recent years. Existing office development in the City encompasses about 200,000 square feet, located at various sites along Mission Gorge Road and Cuyamaca Street. With the City's desire to focus future office development in the Town Center and Fanita Ranch areas, existing office designated properties were evaluated in the update process to determine if alternative land use designations were appropriate.

The market analysis prepared for the General Plan Update concluded the Town Center was an excellent location for the City's future office and Research and Development type development due to its excellent regional location, easy freeway access, good inventory of available land, and availability of restaurants and other amenities in close proximity.

In August of 2000, the City Council adopted an Office Park Overlay, which covers an approximately 110-acre area in the City's Town Center, on the south side of the San Diego River. The following year the City, in conjunction with the County of San Diego, a developer was selected to develop this area in accordance with a master plan for a comprehensive office-park development including office, residential and ancillary commercial uses. In 2001, the San Diego Economic Development Commission released a report that identified the City's Fanita Ranch and Town Center areas as two of the best locations for future office ~~park development uses~~ in San Diego County. The first phase of that project occurred with the breaking of ground for the new Hartford Insurance building in the summer of 2002.







## LAND USE ELEMENT

To address these concerns the City adopted the Town Center Specific Plan in October of 1986 to guide the development of the Town Center area. The plan envisions a comprehensively planned, mixed use development of commercial, office, residential, recreational and open space uses over 706 acres in the center of the City. Since the plan was adopted, almost one million square feet of retail and office uses have been developed, along with over 400 residential units. In addition, the multiple-award winning Santee Multi-modal transit station has been completed along with over four miles of pedestrian paths providing alternative transportation modes linking land uses within the Town Center.

A successful revegetation of a portion of the San Diego River has been completed and the area has been occupied by the Least Bell's Vireo, an endangered riparian songbird. Construction is underway on the City's 55-acre Town Center Community Park on the north side of the river and a Master Plan is underway for development of a 100-plus acre office park and mixed-use development on the south side of the river.

In 2000, the City Council adopted an Office Park Overlay over approximately 110 acres in Town Center, south of the river. The intent of the overlay is to encourage the development of a high technology business campus that can take advantage of the proximity to freeways and the multi-modal transit station. The master plan for this area will also include a higher density residential component that will allow employees of the business park to live near work, one of the basic principles of Smart Growth.

**Fanita Ranch** - ~~The 2,589-acre~~ Fanita Ranch exhibits varied topography, scenic resources, and significant vegetation and habitats. With 2,638 acres of land, it is the largest single ownership area in the City and represents an area of tremendous development potential. Potential natural hazards related to slope stability and geologic resources also exist within this area.



According to the market analysis prepared for the General Plan Update, the development of the Fanita Ranch will have a significant positive economic impact on the rest of the City, through the increased property taxes, and the sales taxes generated by increased sales at local businesses. The Ranch also is the only remaining area in the

City where significant numbers of move-up-new housing can be built. A good supply of move-up-new housing is not only needed to provide opportunities for existing residents, but is also a factor in attracting high technology and office users to the City's planned office and technology parks.





## LAND USE ELEMENT

3. Regionally there is a shortage of development sites in the established office and industrial markets. The City's Town Center represents is an excellent location for significant



businesspark development for office and Research and Development firms due the excellent regional access via SR52 and the San Diego Trolley, a good inventory of available land of significant size and adjacent amenities such as restaurants and retail shops.

4. The City is ~~a~~-exporting a significant share of retail sales to stores outside the City. Specific areas of weakness are auto sales and supplies, convenience goods and eating and drinking establishments. The City is a net importer of sales in the general merchandising and home improvement categories.

5. Significant improvement in sales and local capture can result with the completion of the SR52 freeway.

6. With the completion of currently approved projects such as the Trolley Square, the City can support approximately 25 acres of additional retail development and a significant level of office/industrial development through the year 2015.

7. The development of the Fanita Ranch is critical to the City's economic future by providing ~~an estimated \$30 million dollars in local retail sales, as well as providing the high-end mix of new housing stock needed to attract high-end office and R and D firms-commercial and industrial employment opportunities~~ to the City.

### **6.0 Goal**

**Promote development of a well-balanced and functional mix of residential, commercial, industrial, open space, recreation, and civic uses that will create and maintain a high quality environment.**

### **7.0 Objectives and Policies**

**Objective 1.0** Continue implementation of the Town Center Specific Plan which provides for retail commercial, office, recreational and other appropriate uses to establish a focal point for the City.

Policy 1.1 The City shall encourage the continued use of public/private partnerships in the development and implementation of the Town Center Specific Plan.

Policy 1.2 The City shall incorporate residential development into any master plan for the Edgemoor property on the south side of the San Diego River to take advantage of the proximity of the multi-modal transit station.





development in a manner which may not be possible under standard land use designations and their corresponding zones.

While the PD designation does not, in itself, limit the extent or mix of development to occur, other provisions within the General Plan may do so for particular properties. All development which takes places pursuant to the Planned Development designation shall be consistent with the General Plan.

**SP – Specific Plan**

This designation requires the preparation of a Specific Plan for future development of an area within the City. California State law authorizes cities to prepare and adopt specific plans for the systematic implementation of the general plan for all or part of the area covered by the general plan (Government Code Section 65450). This designation is intended for select properties within the City where a variety of development opportunities may be viable and where the City wishes to encourage innovative and very high-quality development. Specific plans shall contain planning policies and regulations, and may combine zoning regulations, capital improvement programs, detailed development regulations, and other regulatory requirements into one document, which are designed to meet the unique needs of a specific area. Specific plans shall provide a fiscal assessment, identification of required public improvements, public improvement and development phasing and financing plans and a development agreement.

**TC – Town Center**

This designation is intended to provide the City with a mixed-use activity center which is oriented towards and enhances the San Diego River. This designation shall be developed in accordance with the Town Center Specific Plan including community commercial, civic, park/open space and residential uses. The intent of the Specific Plan is to provide the City with detailed land uses and appropriate development regulations that are consistent with the General Plan.

**8.2 Areas for Special Study**

The following development guidelines for the Fanita Ranch Specific Plan, Rattlesnake Mountain Planned Development (PD), and Carlton Oaks Planned Development (PD) designations on the Land Use Plan provide a framework to assure that these unique and significant areas will be developed and preserved with:

1. Standards of quality for community appearance and function;
2. Compatibility of development of land and structures that ensures public health, safety and welfare; and
3. Policies that minimize grading, preserve significant biological resources, preserve ridgelines and view corridors, and provide for recreational amenities.





## LAND USE ELEMENT

**Fanita Ranch** - The Fanita Ranch ~~planned development~~Specific Plan will be developed in a manner consistent with the Guiding Principles described below:

1. The ~~Planned Development~~Specific Plan ~~may~~should include a comprehensively planned, high architectural quality ~~business or office park, mixed-use Village Center that allows for housing, retail, office and service uses. The business or office park shall include such uses as research and development, high technology uses, medical complex, executive headquarters or other similar office or business uses.~~
2. The ~~Planned Development~~Specific Plan shall ~~include~~provide a community-~~focused Village Center (Fanita Center) which that~~ includes provisions for public parks, residential, office, commercial development and institutional uses such as schools, fire station, ~~branch library or;~~ branch post office, and other civic and community uses.
3. The plan shall allow for a diversified ~~contain a mix of housing~~ types and sizes, on lot sizes distributed as follows:
  - 6,000 sq. ft. lots — 20 percent of total lots
  - 10,000 sq. ft. lots — 20 percent of total lots
  - 20,000 sq. ft. lots — 60 percent of total lots or greater
4. The Land Use Plan, ~~Administrative Mobility Plan, Circulation Plan,~~ Trails and Open Space Plan, and Illustrative Site Plan shall be sensitive to the preservation of natural open space and the preservation of existing natural major land forms and sensitive habitat areas by clustering development to minimize the development footprint and by establishing. ~~The purpose of this requirement is to protect the major ridgeline and viewshed amenities, to minimize erosion, provide for public safety, protect natural resources and to establish site specific design standards which provide for development in harmony with the environment. The planned development will utilize contour grading techniques which are consistent with these objectives while providing opportunities for creative product design.~~
5. ~~Other than within the northeastern sector of the site, the General Plan guidelines for hillside development should be used as the basis of the planned development's conceptual grading. Consideration may be given to permit grading of isolated steep slopes or along transition edges of steep slopes. Mass terracing should be avoided in favor of individual pad grading, wherever possible. The Specific Plan shall permit grading of steep slopes to minimize the development footprint. The plan should include site specific design standards that are sensitive to transitional edges between steep slopes and natural topography where feasible, particularly at the edges of the development area and along slopes visible from the public rights-of-way.~~
6. The ~~plan~~Specific Plan shall incorporate smart growth, clustering, and sustainability principles, as practicable, to preserve open space, minimize the consumption of natural resources, conserve water and energy, and promote walkable development.~~may consider~~



## LAND USE ELEMENT



~~alternative residential design and grading requirements which are sensitive to the existing topography and out of the City's viewshed.~~

~~7. A southern portion of Fanita Ranch, primarily southerly of the SDG&E power line, shall be identified as a regional park and contain no less than 400 acres.~~

~~8.7. The Planned Development Specific Plan should, subject to population demand, contain mini-parks, neighborhood parks, and two a community parks as required by the recommendations of the Recreation Element of the General Plan. Dedication of a Sports Park, (accessed by Carlton Hills Boulevard), to the City of Santee will fulfill the requirements of one community park.~~

~~9.8. The plan shall contain a small working farm that demonstrates the use of permaculture techniques, championship level, minimum 6,800 yard, par 70-75, 18-hole golf course, including support facilities. A hotel/conference complex shall be included in conjunction with the golf course facility. An alternative plan may also be designated which, in lieu of a golf course and hotel/conference facility, includes a recreational facility based around a man-made lake, using non-reclaimed water, and which is approximately 200 acres in area.~~

~~10.9. The Planned Development Specific Plan shall include the extension of Fanita Parkway along the western boundary of the property.~~

~~11.10. The Planned Development Specific Plan shall include the extension of Cuyamaca Street into the site, ultimately connecting with Fanita Parkway consistent with the General Plan.~~

~~12. Additional circulation facilities for the planned development areas shall be considered. The traffic and phasing analysis shall specifically address the following elements:~~

~~a. Extension of Magnolia Avenue north and west to connect with Cuyamaca Street extension.~~

~~b. The provision of a connecting road between the project and State Route 67.~~

~~c. The extension of Carlton Hills Boulevard from its present terminus northward through the site to the developed area.~~

~~d. The participation in and extension of Mast Boulevard east and/or west to connect with State Highways 67 or 52 and Mission Gorge Road.~~

~~e. A four-lane surface street (Fanita Parkway) along the western boundary.~~

~~13.11. The Planned Development Specific Plan shall include a Comprehensive Trails Element comprehensive system of trails designed as part of the overall Mobility Plan. Trails shall link with the proposed trails outside the Fanita Ranch, which is consistent~~







## LAND USE ELEMENT

with the objectives and standards set forth within the City's adopted Trails Element to the General Plan. Access to Sycamore ~~Park~~ Canyon County Preserve shall be provided to Santee residents. Trail access shall be subject to the Natural Community Conservation Planning (NCCP) design guidelines and standards.

~~14. The Planned Development shall include a Comprehensive Implementation Element, which shall consist of:~~

- ~~1) A cost revenue assessment.~~
- ~~2) Identification of required public improvements.~~
- ~~3) A phasing plan for the public improvements and land use.~~
- ~~4) A financing plan for the public improvements.~~
- ~~5) A Development Agreement.~~

~~Regarding phasing, all public improvements and land uses shall be phased according to detailed phasing plan as mentioned above (14.3). Public improvements shall be constructed prior to or simultaneously with their projected need. The plan shall contain performance standards or other measurements for determining the timing for all public improvements. Performance standards may include any appropriate means of measurement to determine when a given public improvement is deemed necessary by the City. Private land uses shall be phased to insure that land uses deemed desirable by the City (i.e. golf courses, estate units, executive units, etc.) will be included within the earliest phases of the Fanita Ranch.~~

~~15.12.~~ The Fanita Ranch area shall not be subdivided ~~(except for the Sports Park property)~~ until a Planned Development Specific Plan is adopted by the City of Santee.

~~16.13.~~ To ensure that proposed development is appropriate ~~for a given, site,~~ the Planned Development the Specific Plan shall contain schematic or illustrative development plans which show prototype-prototypical circulation systems, all proposed land uses, and potential residential product types ~~for each area designated by residential development.~~



Parkway	Median	4 lanes	15,000	21,000	30,000	35,000	40,000
	w/ TWLTL	2 lanes w/ TWLTL	5,000	7,000	10,000	13,000	15,000
	-	2 lanes	4,000	5,500	7,500	9,000	10,000
Collector	w/ TWLTL	2 lanes w/ TWLTL	5,000	7,000	10,000	13,000	15,000
	Industrial Collector	2 lanes	2,500	3,500	5,000	6,500	8,000
	Residential Collector	2 lanes	2,500	3,500	5,000	6,500	8,000
<b>Non-Circulation Element</b>							
Industrial Local		2 lanes	-	-	2,200*	-	-
Residential Local		2 lanes	-	-	2,200*	-	-
Cul-De-Sac Street		2 lanes	-	-	300*	-	-
Hillside Street		2 lanes	-	-	700*	-	-

**Notes:**

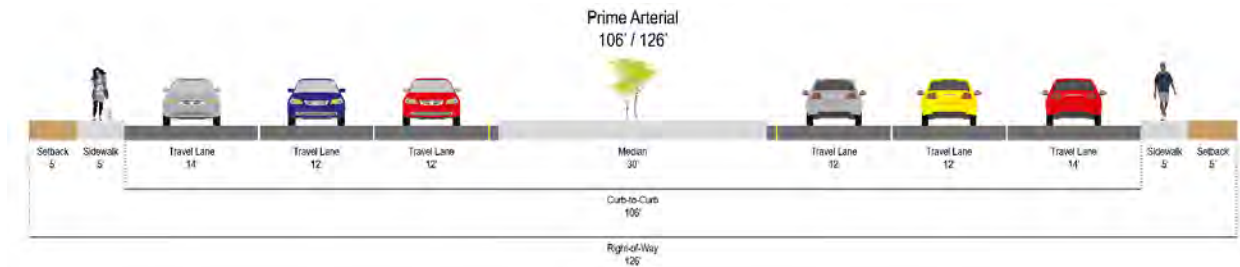
TWLTL = Two-way left-turn lane.

\*represents design capacity of non-CE road. LOS does not apply to non-CE roads.

The following cross-sections display the typical sections (features, dimensions, etc.) for each classification. Cross-sections are intended to demonstrate general feasibility of proposed network buildout, however, actual improvements will require additional engineering studies and design work and shall be to the satisfaction of the City Engineer. [Additional or modified street sections are permitted with an approved Specific Plan.](#)

Prime Arterial

Prime Arterial are six lanes or larger divided roadways with raised, landscaped medians to control turning movements that cross other arterials at grade with signalized intersections. Prime Arterials also have an increased landscaped parkway width between the right-of-way and curb.



**Notes:**

1. Class II bike lanes currently exist along Mission Gorge Road, between SR-52 Ramps and Fanita Drive, and these bike lanes will remain under the Preferred Plan.
2. Parkway (for non-contiguous sidewalks) and/or wider sidewalks may be required where necessary on Prime Arterial facilities.
3. Town Center Specific Plan or Mission Gorge Road Design Standards apply where applicable.

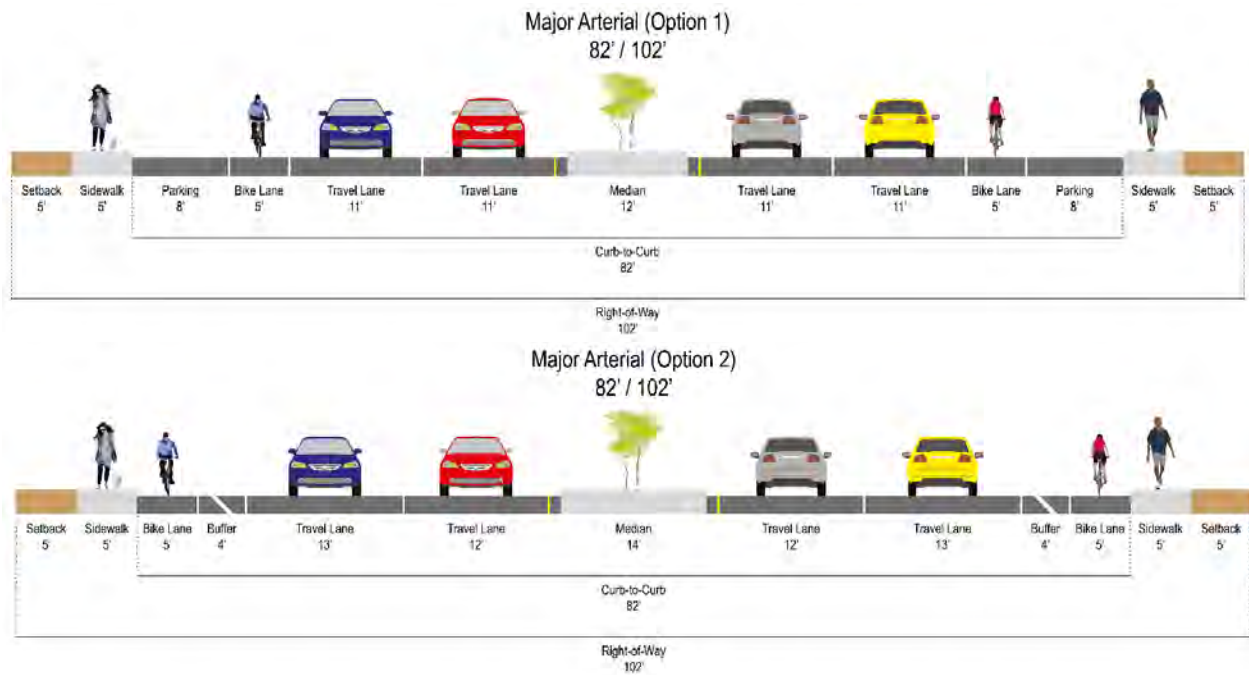


The following Mobility Element roadways have been designated as Prime Arterials.

- Cuyamaca Street, between Town Center Parkway and Prospect Avenue;
- Magnolia Avenue, between Mission Gorge Road and Prospect Avenue; and
- Mission Gorge Road, between SR-52 and Riverview Parkway.

### Major Arterial

Major Arterials are four to six lane divided roadways with landscaped raised medians to control turning movements and that cross other arterials at grade with signalized intersections.



Note:

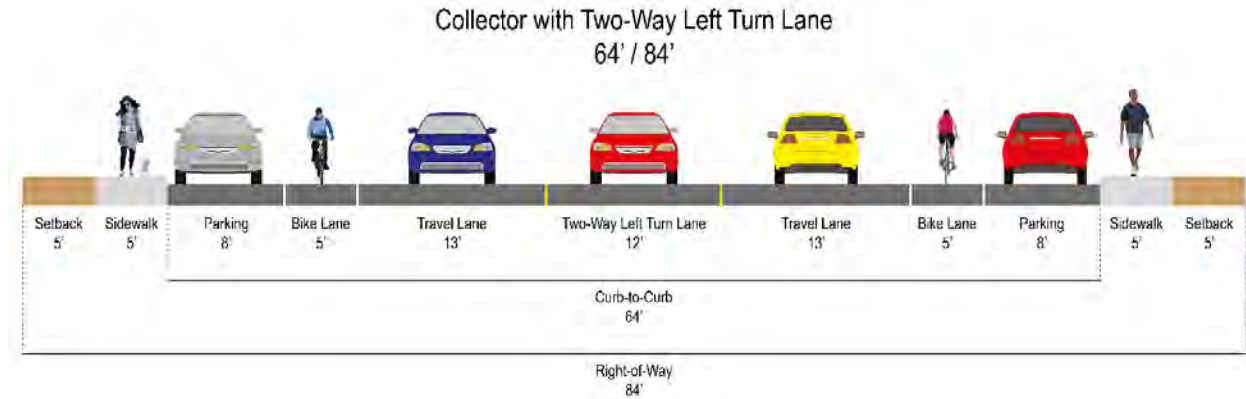
1. Parkways (for non-contiguous sidewalks) and/or wider sidewalks may be required where necessary on Major Arterial facilities.

The following Mobility Element roadways have been designated as Major Arterials.

- Carlton Hills Boulevard, between Lake Canyon Road and Mission Gorge Road;
- Cuyamaca Street, between ~~Princess Joann Road~~ [Chaparral Drive](#) and Town Center Parkway;
- Cuyamaca Street, between Prospect Avenue and southern city limits;
- Fanita Drive, between Mission Gorge Road and Prospect Avenue;
- [Fanita Parkway, between Ganley Road and Lake Canyon Road;](#)
- Magnolia Avenue, between Princess Joann Road and Mission Gorge Road;
- Magnolia Avenue, between Prospect Avenue and southern city limits;
- Mast Boulevard, between SR-52 and Magnolia Avenue;
- Mast Boulevard, between Magnolia Avenue and eastern city limits (with Mast Boulevard extension option)
- Mission Gorge Road, between western City limits and SR-52;
- Mission Gorge Road, between Riverview Parkway and Magnolia Avenue;
- Woodside Avenue, between Magnolia Avenue and SR-67.

### Collector Road with Two-Way Left Turn Lane (TWLTL)

Collectors are feeder or connector roadways that complement the arterial network, but are of lesser capacity, with two or four lanes and striped turning lanes. Collectors typically have signalized or “Stop” sign control at intersections with other circulation element streets.



The following Mobility Element roadways have been designated as Collector Roads with Two-Way Left Turn Lane:

- Carlton Hills Boulevard, between Swanton Drive and Lake Canyon Road;
- Carlton Oaks Drive, between West Hills Parkway and Stoyer Drive;
- Cottonwood Avenue, between Park Avenue and Prospect Avenue;
- ~~Cuyamaca Street, between northern terminus and Princess Joann Road;~~
- El Nopal, between Magnolia Avenue and eastern city limits;
- Fanita Drive, between Prospect Avenue and southern city limits;
- Graves Avenue, between Prospect Avenue and southern city limits;
- Halberns Boulevard, between Lake Canyon Road and Stoyer Drive;
- Mast Boulevard, between Magnolia Avenue and Los Ranchitos Road (with no Mast Boulevard extension option);
- Mesa Road, between Mission Gorge Road and Prospect Avenue;
- Olive Lane, between Mission Gorge Road and Prospect Avenue;
- Prospect Avenue, between Mesa Road and Magnolia Avenue;
- N. Woodside Avenue, between Woodside Avenue and eastern city limits;
- S. Woodside Avenue, between Woodside Avenue and eastern city limits.

- 
- Rancho Fanita Drive, between Mission Gorge Road and Big Rock Road;
  - Riverpark Drive, between Willow Pond Road and Cuyamaca Street;
  - Riverwalk Drive, between Cuyamaca Street and Park Center Drive;
  - Rumson Drive, between western terminus and Pebble Beach Drive;
  - Settle Road, between Ganley Road and Lake Canyon Road;
  - Shadow Hill Road, between S. Woodside Avenue and Ruocco Drive;
  - Strathmore Drive, between northern terminus and Settle Road;
  - South Slope Drive, between Prospect Avenue and Mesa Heights Road;
  - Stoyer Drive, between Carlton Hills Boulevard and Carlton Oaks Drive;
  - Summit Avenue between Magnolia Avenue and Princess Joann Road;
  - Timberlane Way, between Woodglen Vista and Beck Drive;
  - Tyler Street, between northern terminus and southern terminus;
  - Wethersfield Road, between Rumson Drive and Inverness Road;
  - Willow Pond Road, between Carlton Oaks Drive and Mission Creek Drive; and
  - Woodglen Vista Road, between Cuyamaca Street and Magnolia Avenue.

### Parkway

Parkway are roadways requiring unique design applications where standard designs cannot be utilized because of steep terrain, right-of-way constraints, special development needs and/or other special conditions. Due to significant variation among parkway cross-sections, a typical cross-section is not provided. The following Mobility Element roadways have been designated as Parkway:

- [Cuyamaca Street, between northern terminus and Chaparral Drive;](#)
- Cottonwood Avenue\*, between Street “A” and Riverview Parkway;
- Fanita Parkway\*, between northern terminus and [Mast Boulevard;](#) [Lake Canyon Road;](#)
- Magnolia Avenue\*, between Cuyamaca Street and Princess Joann Road;
- Park Center Drive, between Mast Boulevard and Street “A”;
- Riverview Parkway, between Mission Gorge Road and Magnolia Avenue;
- Street “A”\*, between Park Center Drive and Magnolia Avenue;
- Town Center Parkway\*, between Mission Gorge Road and Riverview Parkway.

\* The Mobility Element identifies general and approximate locations for future routes to be dedicated and constructed pursuant to development. Precise alignment and design of these routes will require in depth study at the time that future development occurs.

### Multi-Modal Corridors

To support AB 1358 (the Complete Streets Act) and create a vibrant town center, a system of multi-modal corridors was developed in the town center area with mixed land uses and a regionally significant transit center to encourage walking, biking and riding transit. The following roadway segments were designated to be Multi-Modal Corridors since they provides connectivity between the town center / transit center and the surrounding residential land uses:

- Prospect Avenue, between Olive Lane and Magnolia Avenue;



## RECREATION ELEMENT

development in the East Elliot area of the City of San Diego could place a demand on City park facilities in this area of the City.

Recreational facilities in this quadrant include the Santee Lakes Regional Park, Mast Park, West Hills Park, Carlton Hills Golf Course, West Hills High School and three elementary school playgrounds. This quadrant of the City is also adjacent to, and served by, existing and planned recreational opportunities and facilities in Mission Trails Regional Park.

The completion of the Mast Boulevard bridge extension and the recent approval of a new pedestrian access into the Santee Lakes on the east side of the bridge has given residents in this area easier access to recreational facilities at the lakes and in the rest of the City.

This area will also be close to planned park facilities in the Fanita Ranch area, ~~particularly the planned community park which will be located at the northern end of Carlton Hills Blvd.~~ This area will also benefit from establishment of a trails system in the Fanita Ranch and connections to regional trail systems linking Mission Trails with Goodan Ranch and the Sycamore Canyon Open Space Preserve.

Northeast Quadrant - The area north of Mission Gorge Road and east of Cuyamaca Street contains a good amount of recreational acreage. Included are Woodglen Vista Park, Town Center Community Park (under construction) and elementary and high school facilities.



The Parks and Recreation Facilities Master Plan identifies a need for additional passive and active recreational facilities in this quadrant. As is the case with the northwest quadrant, this area of the City will also benefit from future park facilities in the Fanita Ranch. This quadrant will also have access to planned trails, [a designated school site,](#) [and a new Community Park](#) in the Fanita Ranch and within the City's planned Multiple Species Conservation Program Subarea Plan.

Southwest Quadrant - The southwest quadrant of the City, south of Mission Gorge Road and west of Cuyamaca Street, contains a large amount of regional park acreage (Mission Trails Regional Park) but limited local public parkland acreage and facilities. Big Rock Park, the Renzulli school site (with softball facilities) and two elementary school playgrounds comprise the existing recreational facilities. Another potential recreational area exists along Forester Creek. A trail linking with the San Diego River and a bicycle rest stop are being included in the design of the future flood control improvements planned for the creek.

The City's Parks and Recreation Facilities Master Plan concludes that additional active recreational facilities may be needed in the future to serve this area.





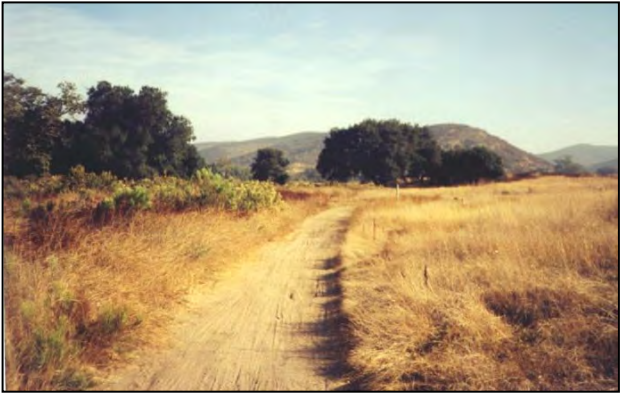


**Other Areas**

Town Center Specific Plan Area - The Town Center Specific Plan was adopted in 1986 and contains extensive trail systems for bicycle, pedestrian and equestrian users. Except for routes along the San Diego River, Cuyamaca Street and Cottonwood Avenue, no trails are proposed in this Element for the Town Center area. This area is master planned through the Town Center Specific Plan, which contains a comprehensive trail system which links destinations within the Town Center area as well as connecting to the planned trail network in the rest of the City.



Multiple Species Conservation Program Subarea Plan area - Once adopted, this planned preserve area will cover one-quarter of the City, including areas within the Fanita Ranch, along the San Diego River and other areas discussed separately in this Element. The majority of the land within the City’s preserve plan is under private ownership and is not currently accessible to City residents. The preserve will be established incrementally and presents an opportunity to provide access to an extensive system of existing unimproved trails. While some of the trail system in the preserve, such as the portion within the Fanita Ranch, will be planned as part of development, much of the remaining system will be established as preserve lands are acquired. The City should place a priority on using existing trail alignments in the preserve to minimize impacts to existing landforms and habitat. Establishment of a trail system in the preserve will be consistent with the City’s Multiple Species Conservation Program Subarea Plan and Implementing Agreement.



Fanita Ranch - ~~The~~ Fanita Ranch will contain an extensive trail system. ~~Except for a route along Cuyamaca Street, no trails are proposed in this Element for Fanita Ranch, although future connections to trails within the Ranch are established. This area will be master planned and it is intended that when t~~The Specific Plan for Fanita Ranch, in conjunction with the Multiple Species Conservation Program, will establish a plan is adopted it will contain its own trail system plan that will

integrate with planned trails in ~~the rest~~other parts of the City. ~~The Trails Element may be amended at the time of master plan adoption to reflect the added trails within Fanita Ranch. Provision of a trails system is one of the “Essential Elements” for the Fanita Ranch discussed in the Land Use Element.~~



## CONSERVATION ELEMENT



riparian vegetation. The channel has been improved as a fully naturalized earthen channel between Mast Park and Cuyamaca Street and ongoing sand mining occurs in the stretch east of Magnolia Avenue.

Riparian/wetland communities are considered to be significant wildlife habitat, particularly for bird species including the Least Bell's Vireo. This resource is declining rapidly in San Diego County and should be protected and enhanced in order to preserve the diverse native wildlife that it supports. There are over 300 acres of wetland vegetation communities in the City, concentrated primarily along the San Diego River and Sycamore Creek. Very little riparian vegetation remains along Forester Creek, although restoration and habitat enhancement are planned as part of the City's Forester Creek Improvement Project. Freshwater aquatic vegetation is found around man-made ponds in Sycamore Canyon (Santee Lakes) and the San Diego River bed. This freshwater habitat is considered valuable to wildlife particularly in combination with streamside woodlands.

There are several areas within the City of Santee that remain relatively undisturbed by urban development and contain adequate resources to support "high interest" floral or fauna species. These areas are depicted in Figure 6-3, and described below.



San Diego River - This corridor bisects the City from east to west, containing approximately 1,000 acres of natural and disturbed habitat. This corridor also functions as an important continuous wildlife corridor through the City. Tributaries to the San Diego River (e.g., Sycamore and Forester Creek) are important complements to this habitat, although habitat value in Forester Creek is somewhat degraded. Sand extraction in the central and eastern portion of the San Diego River has both disturbed (through mining) and enhanced (through ponding) valuable aquatic habitats.

Sycamore Canyon - This drainage is the most biologically significant tributary to the San Diego River within the City of Santee. The man-made Santee Lakes and water treatment ponds along Sycamore Creek, which parallel the northwestern City boundary, provide important aquatic and woodland habitat for a variety of wildlife similar to the San Diego River. Santee Recreational Lakes are considered one of the more popular areas for bird watching in San Diego County. The adjacent woodland drainages and brush cover slopes also are identified as excellent wildlife habitat.

Fanita Ranch - This area occupies [2,5892,638](#) acres of the northern quadrant of the City, including portions of Sycamore Canyon. The property contains a diverse mix of vegetation communities including coastal sage scrub, chaparral, vernal pools, freshwater marsh, riparian woodland, and native and non-native grasslands. Sensitive species known to occur on the site include the California gnatcatcher, Cooper's hawk, San Diego horned lizard,



## COMMUNITY ENHANCEMENT ELEMENT



Open space in the presently undeveloped hillside areas should be strategically maintained for hazard avoidance, maintenance of views and resource protection. Site plans and structure designs proposed for existing undeveloped hillside areas should be sensitive to these open space functions and incorporate open space uses as part of the development proposal.

Landforms and Views - Topographic features should be respected and alteration of landforms kept to a minimum except where public safety concerns are overriding ~~and remedial landform alterations are required~~. Where sensitive resources are known to exist, landform alteration shall be minimized to the maximum extent feasible. In this regard, proper siting of land uses in terms of their grading, access and site planning requirements is critical to the success of maintaining topographic resources. Rock outcrops or other unique physical features add points of interest and unique design opportunities. As such, they too should be considered for integration into development proposals as focal points or as part of natural open space systems.

Maintenance of high quality views should be considered in the siting and design features of hillside projects and strategic location of open space. Development within the urban area must frame and enhance view opportunities and not block or create significant negative visual impacts on existing community-level viewsheds.

### Surface Water

San Diego River Corridor - The San Diego River corridor provides a major focus for community design within Santee and it should be properly utilized to define an overall theme, character and design strategy for the City. Emphasis should be placed on maintaining and enhancing the existing scenic and environmental resources of the river corridor.

New development along the river corridor should utilize the design elements this natural system presents. Introduction of water elements, greenbelts, view orientation to the river and passive water uses that complement the river system should be included in design proposals to create a varied but consistent theme and character for river corridor development. The ongoing implementation of the Santee River Park Plan must balance the need to maintain the integrity of the natural systems with other community needs.

Sycamore Creek/Santee Lakes Regional Park - The Sycamore Creek/Santee Recreational Lakes corridor supports a wide range of recreational uses, preserves significant habitat, vegetation and open space and provides high quality views. Maintenance of these functions needs to be an integral part of community design strategies. Furthermore, strengthening of its linkage to the San Diego River System should be considered as part of a citywide strategy to enhance water features.

Forester Creek - Forester Creek should play a major role in the development of a contiguous water element system throughout the City. The improvement of Forester Creek should be a model of urban stream restoration, balancing the need for flood control with habitat creation, enhancement of water quality and community recreational needs.







## COMMUNITY ENHANCEMENT ELEMENT

Policy 16.4 The City shall respect the natural stream processes of the San Diego River and its tributaries and ensure that flood control improvements along existing watercourses/channels avoid concrete channelization whenever possible and retain the natural character of the corridor through planting or preservation of native vegetation.

Policy 16.5: The City shall integrate habitat enhancement with recreation opportunities along the San Diego River and its tributaries wherever feasible and practical in meeting recreation and conservation needs.

### **Objective 17.0 Balance development with natural resource protection needs.**

Policy 17.1 The City should provide for the preservation of significant habitat and vegetation in strategic locations along watercourses and in undeveloped hillside areas.

Policy 17.2 The City should promote the incorporation of unique and significant natural resource features (vegetation, habitat, rock outcrops) into development plans.

Policy 17.3 [The City will consider special grading standards for master planned communities in hillsides that promote a compact development footprint. Such grading standards shall focus on the edges of the development area and along slopes which are visible from public rights-of-way while allowing for more efficient grading methods within the less visible areas of the development.](#)

## **8.0 Implementation**

### **8.1 Human Relations**

The City shall work with a Human Relations Board, or similar committee or board to develop an on-going strategic plan that strengthens collaborative relationships with other organizations and could include the implementation of programs throughout the community that target youth and the disadvantaged, the development of a crisis intervention program, and the distribution of informational materials.

### **8.2 Man-made Features**

#### Housing

##### Architecture

- Vary heights of residential buildings when more than one story to include both one and two story elements.
- Maximize design features which reflect an indoor/outdoor relationship, taking advantage of the conducive climate.
- Ensure architectural mass and form is compatible with adjacent structures and maintenance of views.



**Exhibit D: Revised General Plan Guiding Principles  
for the development of Fanita Ranch.**

Guiding Principle 1: The Specific Plan should include a comprehensively planned, high architectural quality, mixed-use Village Center that allows for housing, retail, office and services uses.
Guiding Principle 2: The Specific Plan shall provide a community-focused Village Center that includes provisions for public parks, residential, office, commercial development and institutional uses such as schools, fire station, branch post office, and other civic and community uses.
Guiding Principle 3: The plan shall allow for a diversified mix of housing types and sizes.
Guiding Principle 4: The Land Use Plan, Mobility Plan, Trails and Open Space Plan, and Illustrative Site Plan shall be sensitive to the preservation of natural land forms and sensitive habitat areas by clustering development to minimize the development footprint and by establishing site specific design standards which provide for development in harmony with the environment.
Guiding Principle 5: The Specific Plan shall permit grading of steep slopes to minimize the development footprint. The plan should include site specific design standards that are sensitive to transitional edges between steep slopes and natural topography where feasible, particularly at the edges of the development area and along slopes visible from the public rights-of-way.
Guiding Principle 6: The Specific Plan shall incorporate smart growth, clustering, and sustainability principles, as practicable, to preserve open space, minimize the consumption of natural resources, conserve water and energy, and promote walkable development.
Guiding Principle 7: The Specific Plan should contain mini-parks, neighborhood parks, and a community park as required by the recommendations of the Recreation Element of the General Plan.
Guiding Principle 8: The plan shall contain a small working farm that demonstrates the use of permaculture techniques.
Guiding Principle 9: The Specific Plan shall include the extension of Fanita Parkway along the western boundary of the property.
Guiding Principle 10: The Specific Plan shall include the extension of Cuyamaca Street into the site, ultimately connecting with Fanita Parkway consistent with the General Plan.
Guiding Principle 11: The Specific Plan shall include a comprehensive system of trails as part of the overall Mobility Plan. Trails shall link with the proposed trails outside the Fanita Ranch, which is consistent with the objectives and standards set forth within the City's adopted Trails Element to the General Plan. Access to Sycamore Canyon County Preserve shall be provided to Santee residents. Trail access shall be subject to the Natural Community Conservation Planning (NCCP) design guidelines and standards.
Guiding Principle 12: The Fanita Ranch area shall not be subdivided until a Specific Plan is adopted by the City of Santee.
Guiding Principle 13: To ensure that proposed development is appropriate, the Specific Plan shall contain schematic or illustrative development plans which show prototypical circulation systems, all proposed land uses, and potential residential product types.

**Exhibit E,  
EIR Table 4.10-1**

**Table 4.10-1. Project Consistency with Proposed Guiding Principles for Fanita Ranch**

Proposed Guiding Principles (General Plan Amendment)	Consistency Analysis with Proposed Guiding Principles
1. The Specific Plan shall include a comprehensively planned, high architectural quality mixed-use Village Center that allows for housing retail, office and service uses.	The land use plan and development regulations in Chapter 3 of the Fanita Ranch Specific Plan would establish a Village Center in each Village that permits a mix of housing, retail, and office uses. Chapter 6 provides design guidance for the buildings in the Village Centers and establishes a unique design theme that supports the overall community's agrarian design theme.
2. The Specific Plan shall provide a community-focused Village Center that includes provisions for public parks, residential, office, commercial development and institutional uses such as schools, fire station, branch post office, and other civic and community uses.	The Fanita Commons Village Center would include a centralized community hub that would provide housing and everyday retail, services, and civic uses. The Village Center would be located near the proposed school site, parks, and the Farm.
3. The plan shall allow for a diversified mix of housing types and sizes.	Chapter 3 of the Fanita Ranch Specific Plan establishes Village Center, Medium Density Residential, Low Density Residential, and Active Adult land use designations that would allow for a diversified mix of housing types ranging from stacked flats to single-family residences in a variety of configurations and sizes to accommodate a variety of incomes, ages, and abilities and an array of life stages and interests.
4. The Land Use Plan, Mobility Plan, Trails and Open Space Plan, and Illustrative Site Plan shall be sensitive to the preservation of natural land forms and sensitive habitat areas by clustering development to minimize the development footprint and by establishing site specific design standards which provide for development in harmony with the environment.	Development would be clustered into three villages to avoid the most sensitive habitat areas on the site, preserve known wildlife corridors, and maintain a contiguous and connected open space system. The prominent hilltop in Fanita Commons would be preserved in the planned Community Park. Where development would occur on hillsides, grading would be efficient to minimize the grading footprint. Special contour grading techniques would be used at edges and transitions, and landform grading techniques would be used on steep slopes that are visible from the public rights-of-way, identified <b>in the Fanita Ranch Specific Plan as "Public Interest" slopes</b> . In the Habitat Preserve, existing trail alignments would be used to the greatest extent possible. New trails would be added at select locations in the Habitat Preserve to provide connections for recreation, fuel modification and habitat enhancement, and restoration purposes. Trail locations would be carefully coordinated to minimize potential conflicts with sensitive habitat areas.
5. The Specific Plan shall permit grading of steep slopes to minimize the development footprint. The plan should include site specific design standards that are sensitive to transitional edges between steep slopes and natural topography where feasible, particularly at the edges of the development area and along steep slopes visible from the public rights-of-way.	Within the hillside areas where development would occur, grading would be efficient to minimize the grading footprint. Special contour grading techniques would be utilized at edges and transitions to closely mimic the natural contour intervals, and landform grading techniques would be used on steep slopes that are visible from the public rights-of-way to recreate and mimic the flow of natural contours and drainages within the natural surroundings.

**Table 4.10-1. Project Consistency with Proposed Guiding Principles for Fanita Ranch**

Proposed Guiding Principles (General Plan Amendment)	Consistency Analysis with Proposed Guiding Principles
<p>6. The Specific Plan shall incorporate smart growth, clustering, and sustainability principles, as practicable, to preserve open space, minimize the consumption of natural resources, conserve water and energy, and promote walkable development.</p>	<p>Development would be clustered into three villages to preserve approximately 63 percent of the site as Habitat Preserve and other open space. Within the development footprint, low-impact development techniques are proposed to manage stormwater runoff. Advanced treated water would provide a local, reliable, and sustainable water supply to the Specific Plan Area. Water-efficient landscaping, weather-based irrigation controllers, and water-efficient appliances, fixtures and water closets in all buildings would further conserve water and energy. Energy efficiency would be achieved by planting shade trees, installing energy efficient appliances and utilizing passive building design techniques to minimize heat islands and conserve energy. Solar panels on buildings, on carports, and in other potential locations throughout the community would generate electricity. A comprehensive network of trails and sidewalks would be provided to promote walkability, which would be enhanced by tree-lined walkways, pedestrian-oriented architecture, and other pedestrian-focused amenities.</p>
<p>7. The Specific Plan shall contain mini-parks, neighborhood parks, and a community park as required by the recommendations of the Recreation Element of the General Plan.</p>	<p>Chapter 7 of the Fanita Ranch Specific Plan describes the proposed system of parks and recreation facilities, which consists of Mini-Parks, Neighborhood Parks, and a Community Park consistent with the Santee General Plan.</p>
<p>8. The plan shall contain a small working farm that demonstrates the use of permaculture techniques.</p>	<p>The Fanita Ranch Specific Plan designates 38.2 acres of land for Agricultural uses, including 27.3 acres of consolidated area for the development of a centralized Farm in Fanita Commons. In addition, many of the parks and recreation areas would incorporate edible landscape materials and community gardens. Education programs for homeowners to encourage the use of sustainable and edible vegetation on individual lots would be provided at the Farm. The preferred nearby K–8 school site would provide the school district with the opportunity to incorporate agricultural activities into the education curriculum and <b>explore “farm lab” opportunities</b>, which would give students access to healthy, locally grown food, school gardens, and educational opportunities.</p>
<p>9. The Specific Plan shall include the extension of Fanita Parkway along the western boundary of the property.</p>	<p>The Fanita Ranch Specific Plan provides street improvement standards in Chapter 4, Mobility, that include the extension of Fanita Parkway along the western boundary of the Specific Plan Area.</p>
<p>10. The Specific Plan shall include the extension of Cuyamaca Street into the site, ultimately connecting with Fanita Parkway consistent with the General Plan.</p>	<p>In Chapter 4, the Fanita Ranch Specific Plan provides street improvement standards that include the extension of Cuyamaca Street into the Specific Plan Area, connecting to Fanita Parkway via a new collector street.</p>

**Table 4.10-1. Project Consistency with Proposed Guiding Principles for Fanita Ranch**

Proposed Guiding Principles (General Plan Amendment)	Consistency Analysis with Proposed Guiding Principles
<p>11. The Specific Plan shall include a comprehensive system of trails as part of the overall Mobility Plan. Trails shall link with the proposed trails outside Fanita Ranch, which is consistent with the objectives and standards set forth <b>within the City's adopted Trails Element to the General Plan</b>. Access to Sycamore Canyon County Preserve shall be provided to Santee residents. Trail access shall be subject to the Natural Community Conservation Planning (NCCP) design guidelines and standards.</p>	<p>Chapter 4 of the Fanita Ranch Specific Plan establishes an extensive trail system that includes multi-purpose trails and sidewalks along the roads and trails in the Open Space areas and Habitat Preserve. This pedestrian circulation system would provide a variety of connections throughout the Specific Plan Area, including access to the Habitat Preserve on the project site and the adjacent open space areas such as Goodan Ranch/Sycamore Canyon County Preserve. Trail access would be subject the requirements and provisions of the NCCP design guidelines and standards.</p>
<p>12. The Fanita Ranch area shall not be subdivided until a Specific Plan is adopted by the City of Santee.</p>	<p>The Fanita Ranch Specific Plan includes provisions for subsequent entitlement applications, including all subdivisions within the Specific Plan Area, which cannot occur until after the adoption of the Fanita Ranch Specific Plan.</p>
<p>13. To ensure that proposed development is appropriate, the Specific Plan shall contain schematic or illustrative development plans which show prototypical circulation systems, all proposed land uses, and potential residential product types.</p>	<p>Prototypical circulation systems are provided in Chapter 4 of the Fanita Ranch Specific Plan. Proposed residential product types for applicable land use districts are described in Chapter 3 of the Fanita Ranch Specific Plan and further described in Chapter 6.</p>

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

**Item 13**

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION FOR LOCAL CONTROL OF LAND USE ISSUES**

**DIRECTOR/DEPARTMENT**      Council Member Laura Koval

**SUMMARY**

The California State Legislature each year passes many bills that focus on housing, zoning and land use issues which directly affect the ability of local cities to govern current and future development within their jurisdictions. Cities throughout the state are passing resolutions to support local control of these critical issues on an individual jurisdictional level. This authority is currently granted in the Constitution of the State of California and recognizes the unique character and concerns of each city to approve and direct development of its own community, rather than mandates from the State of California. Many of these cities are organizing efforts in a group called California Cities FOR Local Control championed by a City Councilman from the City of Torrance. Locally both El Cajon and Poway have adopted similar resolutions. At the December 9, 2020 City Council meeting, the Council agreed to consider a similar resolution at the request of Council Member Koval.

**FINANCIAL STATEMENT**

There is no fiscal impact created by the resolution directly. Ultimately development impact fees and sales and property taxes from new development create revenue for the City of Santee.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB*

Consider adoption of the attached resolution supporting Local Control of Land Use Issues and direct staff to forward to appropriate offices.

**ATTACHMENTS**

Resolution  
California Cities FOR Local Control correspondence

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER  
STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL RELATING TO  
LOCAL ZONING AND HOUSING ISSUES**

**WHEREAS**, the legislature of the State of California each year proposes, passes and has signed into law a number of bills addressing a range of housing, zoning and land use issues; and

**WHEREAS**, the legislature of the State of California does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the change for the State of California's housing issues; and

**WHEREAS**, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land-use policies and practices that best suit each city and its residents and instead impose mandates that do not take into account the needs and differences of jurisdictions throughout the State of California; and

**WHEREAS**, the ability of local jurisdictions to determine for themselves which development projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having these decisions imposed upon cities without regard to the circumstance of each individual city; and what zoning should be allowed for residential properties is a matter of great concern to the City of Santee (the "City") among other items related to local control over zoning and housing issues; and

**WHEREAS**, the City Council of the City of Santee feels strongly that our local government is best able to assess the needs of our community and objects to the proliferation of State legislation that deprives us of that ability.

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

**Section 1.** The City is opposed to the current practice of the legislature of the State of continually proposing and passing multitudes of bills that directly impact and interfere with the ability of cities to control their own destiny through use of the zoning authority that has been granted to them.

**Section 2.** The City will explore various ways to protect the ability of cities to retain local control over zoning as each individual city within the State of California is best suited to determine how the zoning in their city should be allocated in order to meet the housing needs of the community.

**Section 3.** The City states its support of the California Cities for Local Control volunteer organization and its efforts in protecting local control for cities.



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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13th day of January 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

**Marlene Best**

---

**From:** Laura Koval  
**Sent:** Monday, November 23, 2020 4:05 PM  
**To:** Marlene Best  
**Subject:** Fwd: California Cities FOR Local Control

More info on the resolution.

Kind Regards,

Laura Koval  
Vice Mayor  
City of Santee

Irregular words are courtesy of my iPhone

Begin forwarded message:

**From:** Maryanne Orta <maryanneorta@yahoo.com>  
**Date:** November 23, 2020 at 9:30:36 AM PST  
**To:** Laura Koval <LKoval@cityofsanteeca.gov>  
**Subject:** California Cities FOR Local Control

Good morning Vice Mayor Koval,

I am an assistant to Torrance Councilman Mike Griffiths. I wanted to thank you for responding to his email positively! We appreciate your support. I wanted to check in with you to verify we can put your name down on our list of elected officials supporting the cause of local control of land use and to see if you had any questions about the effort in order to take it to your council in order to get a supportive resolution passed.

I believe your next city council meeting is December 9th, around the same time Sacramento starts back up. It is definitely our intention to get the support of as many elected officials as possible before that time and to be able to show them the list of cities that have passed resolutions supporting local control of their zoning and planning. El Cajon and Poway have both passed resolutions in your area. There are a few more prepping to propose resolutions. Laguna Niguel, up the coast, was our most recent addition. So far we have over 200 elected officials in support and 30 passed resolutions with about 25 or so more in the works!

Please verify you want your name added to our list of supportive elected officials and let me know if you have any questions or need any further information regarding a resolution.

Have a wonderful shortened work week!

Maryanne Orta  
California Cities FOR Local Control  
310 938-8538

See the Facebook page for resolutions already passed. Many cities use one the is close to expressing their intentions and use it as a template to write their own.

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

**Item 14**

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**      **APPOINTMENT OF REPRESENTATIVES FOR COUNCIL COMMITTEES**

**DIRECTOR/DEPARTMENT**      Mayor John W. Minto

**SUMMARY**

The terms for all Council Committee representatives are expiring and new representatives need to be appointed for the 2021 calendar year.

Mayor Minto will call for a vote on his recommendation for each Committee and direct the City Clerk to send notices of updates to each organization. The new terms will begin on January 13, 2021 and expire on January 13, 2022.

**ENVIRONMENTAL REVIEW**

**FINANCIAL STATEMENT**

There is no expected financial impact from this action.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MDB*

Vote on Mayor Minto's Council Committee recommendations.

**ATTACHMENTS**

Current list of Council Committee representatives.

CITY OF SANTEE – LOCAL APPOINTMENT LIST  
BOARDS, COMMISSIONS AND COMMITTEES  
 (REVISED January 2020)

**Council Committees**

**CITY COUNCIL & SANTEE ELEMENTARY SCHOOL DISTRICT CONFERENCE COMMITTEE**

*Qualifications: Member of the City Council or School Board; terms are annual*

	Appointed	Current Term Expiration
Vice Mayor Laura Koval	01/08/20	01/13/21
Council Member Stephen Houlahan	01/08/20	01/13/21

**COUNTY SERVICE AREA (CSA) 69 (PARAMEDICS)**

*Qualifications: City of Santee resident representative and a Member of the City Council. Term: The Mayor has term length discretion, but Resident Representatives typically serve a term concurrent with the appointing Mayor. Representatives must be approved by Board of Supervisors.*

	Appointed	Current Term Expiration
Representative – Council Member Stephen Houlahan	01/08/20	01/13/21
Alternate – Council Member Ronn Hall	01/08/20	01/13/21
Resident – VACANT		

**EAST COUNTY ECONOMIC DEVELOPMENT COUNCIL**

*Qualifications: Member of the City Council*

	Appointed	Current Term Expiration
Representative – Vice Mayor Laura Koval	01/08/20	01/13/21
Alternate – Council Member Ronn Hall	01/08/20	01/13/21

**GOODAN RANCH POLICY COMMITTEE**

*Qualifications: Three elected representatives from the County of San Diego, City of Poway and City of Santee*

	Appointed	Current Term Expiration
Representative – Council Member Stephen Houlahan	01/08/20	01/13/21
Alternate – Council Member Rob McNelis	01/08/20	01/13/21

**HEARTLAND COMMUNICATIONS FACILITY COMMISSION\***

*Each public agency which is a party to this agreement has one seat on the Commission. The cities of El Cajon, Lemon Grove, Santee, and La Mesa, and the Alpine, Bostonia, Lakeside and San Miguel Fire Protection Districts jointly equip, maintain, operate and staff a facility, thereby providing emergency services of receiving and dispatching calls to said public agencies; term is per appointing agency*

	Appointed	Current Term Expiration
Representative – Vice Mayor Laura Koval	01/08/20	01/13/21
Alternate – Council Member Rob McNelis	01/08/20	01/13/21

\*Stipend Received

LOCAL APPOINTMENTS LIST, REVISED JANUARY 2020

**HEARTLAND FIRE TRAINING FACILITY AUTHORITY COMMISSION\***

*Qualifications: Agency member Heartland Fire Training Facility Authority; term is per appointing agency*

	Appointed	Current Term Expiration
Representative – Council Member Rob McNelis	01/08/20	01/13/21
Alternate – Council Member Ronn Hall	01/08/20	01/13/21

*\*Stipend Received*

**LEAGUE OF CALIFORNIA CITIES\***

*Qualifications: Member of the City Council; terms are annual.*

	Appointed	Current Term Expiration
Representative – Mayor John Minto	01/08/20	01/13/21
Alternate – Council Member Ronn Hall	01/08/20	01/13/21

*\*Any Council Member may choose to attend any individual event*

**MISSION TRAILS REGIONAL PARK TASK FORCE**

*Qualifications: Member of City Council; terms are annual*

	Appointed	Current Term Expiration
Representative – Council Member Stephen Houlahan	01/08/20	01/13/21
Alternate – Council Member Rob McNelis	01/08/20	01/13/21

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) Board of Directors\***

*Qualifications: Member of the City Council; terms are annual*

	Appointed	Current Term Expiration
Representative – Mayor John Minto	01/08/20	01/13/21
Alternate – Council Member Ronn Hall	01/08/20	01/13/21
2 <sup>nd</sup> Alternate – Council Member Rob McNelis	01/08/20	01/13/21

*\*Stipend Received*

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)\***

*Qualifications: Member of the City Council; terms are annual.*

	Appointed	Current Term Expiration
Representative – Council Member Ronn Hall	01/08/20	01/13/21
Alternate – Council Member Rob McNelis	01/08/20	01/13/21

*\*Stipend Received*

**SAN DIEGO RIVER CONSERVANCY BOARD**

*Qualifications: Member of the City Council; terms are annual.*

	Appointed	Current Term Expiration
Representative – Council Member Stephen Houlahan	01/08/20	01/13/21

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

Item 15

**MEETING DATE**      January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**              **POSSIBLE CANCELLATION OF A REGULAR CITY COUNCIL  
SUMMER MEETING AND THE REGULAR MEETING OF SEPTEMBER  
22, 2021**

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

**SUMMARY**

It is the appropriate time for the City Council to review the calendar for possible cancellation of a Regular meeting during the summer months. Council has traditionally cancelled one of its summer meetings to accommodate various scheduling concerns and notice to the public. Staff is suggesting that Council select one of the following dates to cancel: July 14, July 28 or August 11. Staff requests Council determine the meeting to be cancelled.

Additionally, the League of California Cities conference is scheduled for September 22-24, 2021, in Sacramento, CA. Two Council Members are currently expected to attend the conference based on their positions representing Santee and our region with the League, so the September 22 Regular City Council meeting may need to be cancelled or rescheduled.

If a meeting will not be held, the City Clerk will post advance notice of cancellation.

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**

Identify preferred date for meeting cancellation and direct the City Clerk to post a Notice of Meeting Cancellation at the appropriate times.

**ATTACHMENTS**

Calendar of summer meetings.

# JULY 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14 COUNCIL	15	16	17
18	19	20	21	22	23	24
25	26	27	28 COUNCIL	29	30	31

# AUGUST 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11 COUNCIL	12	13	14
15	16	17	18	19	20	21
22	23	24	25 COUNCIL	26	27	28
29	30	31				



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

Item 16

**MEETING DATE** January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH EBBIN, MOSER & SKAGGS LLP FOR SERVICES ASSOCIATED WITH PREPARATION OF THE CITY'S SUBAREA PLAN THAT ARE DEVELOPER OR GRANT FUNDED

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


**SUMMARY** Santee Municipal Code § 3.24.170 (B) authorizes the City Manager to approve contracts to be paid directly from deposits posted by development project applicants for professional services required in conjunction with the processing or review of development applications. In September of 2019, the City Manager executed a Professional Services Agreement with Ebbin, Moser & Skaggs LLP ("Consultant") to provide consultant expertise in the preparation of the City's Subarea Plan and Environmental Impact Statement/Environmental Impact Report ("Project") in an amount not to exceed \$234,990.00, to be paid from developer funds. Pursuant to a separate Reimbursement Agreement between the City and HomeFed Fanita Rancho LLC., ("HomeFed"), all consultant costs, including staff/legal costs incurred in the preparation of the Subarea Plan, are paid by HomeFed via an advance deposit with the City on a full cost recovery basis. To date, HomeFed has funded the entire cost of the Professional Services Agreement. The Reimbursement Agreement states that the City would seek grant funding so as to participate in the cost to prepare the City-wide Subarea Plan and environmental documents.

On October 14, 2020, the City Council adopted Resolution No.114-2020 authorizing the acceptance of federal grant funds from the Cooperative Endangered Species Conservation Fund (Section 6 of the Endangered Species Act) nontraditional habitat conservation planning assistance program for the Project. The grant agreement with the California Department of Fish and Wildlife was executed on December 21, 2020 for a reimbursable grant amount of \$888,815.00 with a local match requirement of \$437,735.00.

On November 30, 2020, the City Manager executed the First Amendment to the Professional Services Agreement, which increased the amount of the Agreement by \$262,395.00 to continue services in support of the Project. With the formal execution of the grant agreement, the Professional Services Agreement is no longer 100% developer-funded. As such, City staff recommends that the City Council affirm the previously executed First Amendment to the Professional Services Agreement and authorize the City Manager to approve any future amendments to the Agreement which are paid by developers or grants.

**FINANCIAL STATEMENT** The First Amendment to the Professional Services Agreement increased the total contract amount to \$497,385.00. Developer funds and grant funds will be used to fund the entire amount of this Agreement.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**  Adopt the Resolution affirming the First Amendment to the Professional Services Agreement with Ebbin, Moser & Skaggs LLP and authorizing the City Manager to execute future amendments to the Agreement for additional work on the Subarea Plan that is fully funded by developers or grants.

**ATTACHMENTS**

Resolution

Professional Services Agreement with Ebbin, Moser & Skaggs dated September 9, 2019

First Amendment to the Professional Services Agreement, dated November 30, 2020

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH EBBIN, MOSER & SKAGGS LLP  
FOR SERVICES ASSOCIATED WITH PREPARATION OF THE CITY'S SUBAREA  
PLAN THAT ARE DEVELOPER OR GRANT FUNDED**

**WHEREAS**, on September 10, 2014, the City Council authorized the City Manager to execute a Reimbursement Agreement with HomeFed Rancho Fanita, LLC for funding the preparation of the City's Subarea Plan and corresponding environmental documents; and

**WHEREAS**, Section 3.24.170 (B) of the City of Santee Municipal Code authorizes the City Manager to approve contracts to be paid directly from deposits posted by development project applicants for professional services required in conjunction with the processing or review of development applications; and

**WHEREAS**, on September 9, 2019 the City Manager executed a Professional Services Agreement ("Agreement") with Ebbin, Moser & Skaggs LLP ("Consultant") for services related to the preparation of the City's Subarea Plan and corresponding environmental documents ("Project") in the amount of \$234,990.00 from developer funds; and

**WHEREAS**, on October 14, 2020, the City Council adopted Resolution No. 114-2020 which authorized the acceptance of an award of federal grant funds in the amount of \$888,815.00 from the Cooperative Endangered Species Conservation Fund (Section 6 of the Endangered Species Act) nontraditional habitat conservation planning assistance program for the "Project", and thereby adding an additional source of funding to the Agreement; and

**WHEREAS**, on November 30, 2020 the City Manager executed the First Amendment to the Agreement which increased the contract amount by \$262,395.00 in developer funds, for a combined total of \$497,385.00; and

**WHEREAS**, on December 21, 2020 the Section 6 Grant Agreement was fully executed between the California Department of Fish and Wildlife and the City; and

**WHEREAS**, procedurally, the use of Section 6 Grant funds to cover the cost of the Agreement and Amendments thereto requires authorization by the City Council because the Section 6 Grant funds changed the Professional Services Agreement from one which is fully developer funded to one which is now both developer and grant funded; and

**WHEREAS**, the City and Consultant may wish to execute future amendments to the Agreement that would be fully developer or grant funded.

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

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

**SECTION 1:** The City Council affirms the First Amendment executed by the City Manager.

**SECTION 2:** The City Council authorizes the City Manager to execute future amendments to the Professional Services Agreement with Ebbin, Moser & Skaggs LLP provided Amendments are consistent with the Reimbursement Agreement and are fully developer and/or grant funded.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 13<sup>th</sup> day of January, 2021 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SANTEE  
AND  
EBBIN MOSER + SKAGGS, LLP**

This Agreement for Professional Services ("Agreement") is made and entered into this 9th day of September 2019, by and between the City of Santee, a California charter city ("City"), and Ebbin Moser + Skaggs, a LLP (EMS) ("Consultant").

**RECITALS**

- A. City is a charter city and is in need of professional services for the following project:
- Santee Multiple Species Conservation Plan (MSCP) Subarea Plan, Environmental Assessment (EA) or Environmental Impact Statement (EIS) prepared pursuant to the National Environmental Policy Act (NEPA), and Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act (CEQA) and Implementing Agreement (IA) ("the Project").
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties' desire by this Agreement to establish the terms for the City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Services**  
Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.
2. **Compensation**
- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$234,990.00. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.
- c. Each month Consultant shall furnish City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms

set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.

- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. **Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by the City in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

5. **Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. **Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

7. **Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

8. **Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Exhibit 'C' attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in Exhibit 'C' that is inconsistent herewith. Work shall commence upon receipt of a written Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. Unless a different date is set forth in the Activity Schedule, the term of this Agreement

shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or the Work is complete. Such term may be extended upon written agreement of both City and Consultant.

9. **Delays in Performance**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

10. **Compliance with Law**

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by Federal, State and local regulatory agencies.

11. **Standard of Care**

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. **Assignment and Subconsultants**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. **Independent Consultant**

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. **Integration**

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control.

This Agreement may not be modified or altered except in writing signed by both parties hereto.  
This is an integrated Agreement.

**15. Insurance**

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury (including death) and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per Project
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent Consultants Coverage
  - (10) Sexual Misconduct Coverage, with no applicable sublimit
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable



statutory requirements and Employer's Liability Coverage in amounts indicated herein.

- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
  - (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
  - (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.
- d. Professional Liability (Errors and Omissions)
- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptable to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance
- e. Pollution/Asbestos Legal Liability
- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein
  - (ii) The Consultant, along with all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability.

At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. Minimum Policy Limits Required.

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

h. Evidence Required.

(i) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required.

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

j. Qualifying Insurers.

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class/VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

k. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

**16. Confidentiality**

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

**17. Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

**18. Termination or Abandonment**

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

**19. Organization**

Consultant shall assign Sean Skaggs as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

**20. Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:  
Name: Melanie Kush  
Title: Director of Development Services  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071-1222

CONSULTANT:  
Attn: Sean Skaggs  
Title: Principal  
Ebbin Moser + Skaggs LLP  
11622 El Camino Real, Suite 100  
San Diego, CA 92130

**21. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

**22. Severability and Waiver**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**23. Nondiscrimination**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE

CONSULTANT

By: Marlene D. Best  
Marlene D. Best, City Manager

By: Sean Skaggs

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP  
By: [Signature]

## EXHIBIT 'A' SCOPE OF SERVICES

### **Task 1.0: Project Management and Meetings**

#### **Task 1.1 Project Team Meetings**

The purpose of these meetings is to provide a forum to discuss strategies, issues, and schedules related to the Subarea Plan. Ebbin Moser + Skaggs LLP (EMS) will participate in project team coordination meetings.

#### **Assumptions:**

- Sean Skaggs will attend bi-weekly project team coordination team meetings to discuss strategies, issues, and schedules for wildlife agency review and other topics related to the Subarea Plan. Assume a total of 4 hours to prepare and attend meetings.
- Participation in a total of 19 project team coordination meetings.

#### **Task 1.2 Wildlife Agency Coordination Meetings**

EMS will participate in the Wildlife Agency coordination meetings. It is expected that up to 10 meetings will be scheduled with the Wildlife Agencies to negotiate final issues necessary to obtain approval of the Subarea Plan.

**Assumptions:** To be attended by Sean Skaggs. Assumes 8 hours per meeting to prepare for and attend meetings.

#### **Task 1.3 City Council Meetings**

EMS will prepare for and attend up to 2 City Council hearings. EMS will be prepared to answer questions regarding the Subarea Plan documents and Implementing Agreement (IA). These meetings would include workshops to discuss the Subarea Plan.

**Assumptions:** To be attended by Sean Skaggs. Assumes 8 hours per meeting to prepare for and attend meetings.

### **Task 2.0: Support Preparation of Public Review Draft of Santee Subarea Plan and Prepare Draft Implementing Agreement**

#### **Task 2.1: Research and Analysis of Key Topics**

EMS will assist the project team to complete further research and additional analysis of key topics associated with finalizing a Public Review Draft of the Subarea Plan and Implementing Agreement. This may include a variety of topics ranging from mitigation ratios for Quino checkerspot butterfly habitat impacts to approaches for in-lieu fee programs. EMS will coordinate with the project team to collaborate on the topics that need further analysis and negotiation with the Wildlife Agencies.

**Assumptions:** Assumes up to 11 key topics. Each topic will require approximately 5 hours from Sean Skaggs.

#### **Task 2.2: Revisions to Subarea Plan in Response to Wildlife Agencies Input**

EMS will coordinate with the project team and Wildlife Agencies to address comments and input from the Wildlife Agencies on the Subarea Plan. Individual sections and updates will be addressed and circulated to the project team and Wildlife Agencies to reach a consensus on appropriate revisions.

**Task 2.3: Complete Draft Implementing Agreement**

An IA is to be entered into among the City and the Wildlife Agencies. The purpose of an IA is to ensure the implementation of the Santee Subarea Plan by each of the parties to the IA to fulfill and faithfully perform the obligations, responsibilities, and tasks assigned to it pursuant to the terms of the Santee Subarea Plan. The IA also provides remedies and recourse should any of the parties to the IA fail to perform its obligations, responsibilities, and tasks as set forth in the MSCP, the Santee Subarea Plan and the IA. A working draft of an IA has been prepared. This task will involve further updates and refinements to the IA to remain consistent with the Subarea Plan and to address Wildlife Agency input. EMS will complete the existing draft IA; and will work with the City to negotiate any remaining terms of the IA with the Wildlife Agencies.

**Task 2.4: Support Preparation of Administrative Draft of Subarea Plan and IA**

EMS will support the project team to complete a full Administrative Draft of the Subarea Plan and IA that addresses the Wildlife Agencies and project team input and comments during ongoing collaboration.

**Task 2.5: Respond to Comments on Administrative Draft of Subarea Plan and IA**

EMS will assist the project team in developing responses to comments and input on the Administrative draft of the Subarea Plan and the Administrative draft of the IA.

**Task 2.6: Prepare Public Review Draft of Subarea Plan and IA**

EMS will assist the project team with preparation of a Public Review draft Subarea Plan that will include the IA and other appendices.

**Task 3.0: Prepare Final Santee Subarea Plan and IA**

**Task 3.1: Revisions to Subarea Plan and IA after Public Review**

EMS will support the project team to revise the draft Subarea Plan based upon input received during the public review. EMS will revise the IA, if deemed appropriate in coordination with the project team, based on input received during the public review.

**Assumptions:** EMS will collaborate with the project team to identify appropriate revisions to the Subarea Plan and IA based on public review. Note that accurately predicting the level of effort required to respond to comments on a draft EIR and EA or EIS is based on a best guess given the level of interest and degree of anticipated opposition.

**Task 3.2: Preparation of a Wildlife Agencies Review Final IA**

EMS will prepare a final version of the IA for review by the Wildlife Agencies.

**Task 3.3: Preparation of the Final IA**

EMS will prepare a final version of the IA for City review and approval.

**Task 3.4: Preparation of the Final IA For Execution**

EMS will prepare a final version of the IA for execution by the parties to the IA.

**Task 4.0: Provide Support for Preparation of EIR and EA or EIS**

On an as requested basis, EMS will provide support in the review of bioresource sections of the draft EIR and EA or EIS.

**Assumption:** Support could entail up to 24 hours from Sean Skaggs.



**EXHIBIT 'B'**

**SCHEDULE OF CHARGES AND FEE SCHEDULE**

**Schedule of Charges**

EMS will complete the scope of work (Exhibit A) based on the following summary of charges on a time and materials, not-to-exceed basis:

**Summary of Charges**

Task 1: Project Management and Meetings	Sean Skaggs	172 hrs	\$92,020
Task 2: Prepare Draft IA and Support Draft Subarea Plan	Sean Skaggs	161 hrs	\$86,135
	Tom Egan	60 hrs	\$10,800
Task 3: Prepare Draft IA and Support Draft Subarea Plan	Sean Skaggs	57 hrs	\$30,495
	Tom Egan	15 hrs	\$2,700
Task 4: Support for Bioresource Issues for EIR	Sean Skaggs	24 hrs	\$12,840
	<b>Total</b>		<b>\$234,990</b>

**Fee Schedule**

Sean Skaggs will perform the work for the City on behalf of EMS, assisted by a paralegal, Tom Egan, as appropriate at the following hourly rates:

Sean Skaggs: \$535.00  
 Tom Egan: \$180.00

Time will be billed in quarter hour increments. EMA will not revise billing rates until August, 2021. EMS's rates include, and EMS does not bill separately for, administrative assistant work, routine copying, faxes, and telephone charges.

**EXHIBIT 'C'**  
**ACTIVITY SCHEDULE**

Pursuant to Paragraph 8, "Term of Agreement and Time of Performance", of the Agreement, the period of performance for completion of the scope work of the Agreement shall be August 1, 2021.

PO # 52777  
c/o #1

## CITY OF SANTEE INTER-OFFICE MEMO

---

**DATE:** December 9, 2020  
**TO:** Bill Crane, Senior Management Analyst  
**FROM:** Marni Borg, Principal Environmental Planner  
**CC:** Rowena Parravano, Administrative Secretary  
**PROJECT:** PO # 52777 – Ebbin Moser + Skaggs  
**SUBJECT:** Purchase Order Change

---

Bill,

A First Amendment to Agreement between the City and Ebbin Moser + Skaggs has been fully executed (see attached). Please process a Purchase Order Change to PO #52777 for Ebbin Moser + Skaggs (Sean Skaggs) to conduct the services outlined in the First Amendment to Agreement. The PO Change would increase the PO amount by \$262,395.00 from the previous amount of \$234,990.00 to \$497,385.00.

If you need additional information or have any questions, please let me know.

Thanks,

Marni

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SANTEE  
AND  
EBBIN MOSER + SKAGGS, LLP**

This First Amendment ("Amendment"), dated this 30th day of November, 2020, for reference purposes only, is entered into by and between the City of Santee, a California charter city ("City") and Ebbin Moser + Skaggs, a LLP (EMS) ("Consultant"). City and Consultant are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties." This First Amendment is entered into in light of the following recited facts (each a "Recital").

**RECITALS**

A. City, under the Professional Services Agreement dated September 9, 2019 ("Agreement"), retained the services of Consultant, a technical consultant, to provide professional services relating to the Santee Multiple Species Conservation Plan (MSCP) Subarea Plan, Environmental Assessment (EA) or Environmental Impact Statement (EIS) prepared pursuant to the National Environmental Policy Act (NEPA), and Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act (CEQA) and Implementing Agreement (IA) (the "Project").

B. City and the Consultant desire to amend the aforesaid Agreement to increase the amount allocated to Consultant for additional work, project meetings and management by \$262,395.00.

C. This First Amendment is authorized pursuant to Section 3 of the Agreement.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

**TERMS**

1. **SCOPE OF SERVICES:** The Scope of Services of the Agreement set forth in Exhibit "A" of the Agreement is hereby amended and supplemented by the Scope of Services (AMENDED), attached to this Amendment as Exhibit "A" and incorporated into this Amendment by this reference.

2. **COMPENSATION:** Section 2.b of the Agreement is hereby amended to increase the total amount paid for services rendered by Consultant pursuant to this Agreement by \$262,395.00 from the previous amount of \$234,990.00 to \$497,385.00. The Schedule of Charges and Fee Schedule set forth in Exhibit "B" of the Agreement is hereby amended as set forth in the Schedule of Charges and Fee Schedule (AMENDED), attached to this Amendment as Exhibit "B" and incorporated into this Amendment by this reference.

3. **CONTINUING EFFECT OF AGREEMENT.** Except as amended by this First Amendment all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE

CONSULTANT

By: Marlene D. Best  
Marlene D. Best, City Manager

By: Sean Skaggs

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: Shawn Hagerty  
Shawn Hagerty, City Attorney

Date: December 4, 2020

## EXHIBIT A

### SCOPE OF SERVICES (AMENDED)

#### **Task 1.0: Project Management and Meetings**

##### Task 1.1 Project Team Meetings

The purpose of these meetings is to provide a forum to discuss strategies, issues, and schedules related to the Subarea Plan. Sean Skaggs will participate in all project team coordination team meetings to discuss strategies, issues, and schedules for wildlife agency review and other topics related to the Subarea Plan, Implementing Agreement, and CEQA/NEPA documents. Assume no more than 20 meetings will be held for a total of no more than 4 hours each.

##### Task 1.2 Wildlife Agency Coordination Meetings

###### Task 1.2.1 Small Group Wildlife Agency Meetings

EMS will participate in the wildlife agency coordination meetings. It is expected that up to 10 small group meetings, 3 hours per meeting, will be scheduled with the wildlife agencies to negotiate final issues necessary to obtain approval of the Subarea Plan.

###### Task 1.2.2 Full Staff Wildlife Agency Meetings

EMS will participate in the wildlife agency coordination meetings. It is expected that up to 10 full staff meetings, 4 hours per meeting, will be scheduled with the wildlife agencies to negotiate issues necessary to obtain approval of the Subarea Plan.

###### Task 1.2.3 Principals Meetings

EMS will participate in the Principals' meetings with the wildlife agencies. It is expected that up to 12 Principals' meetings with a duration of four hours each will be scheduled with the Principals to elevate and negotiate final issues necessary to obtain approval of the Subarea Plan.

##### Task 1.3 City Council Meetings

EMS will prepare for and attend up to 2 City Council hearings. EMS will be prepared to answer questions regarding the Subarea Plan documents and Implementing Agreement (IA). These meetings would include workshops to discuss the Subarea Plan. Assume 8 hours per meeting to prepare for and attend meetings.

#### **Task 2.0: Support Preparation of Public Review Draft of Santee Subarea Plan and Implementing Agreement**

##### Task 2.1: Develop Rationale for Species Coverage and Research and Analysis of Key Subarea Plan Topics

EMS will assist the project team in the development of the rationales for species coverage for the Subarea Plan. It is expected that development of rationales for coverage would require 40 hours.

EMS will also assist the project team to complete further research and additional analysis of key topics associated with finalizing a Public Review Draft of the Subarea Plan and Implementing Agreement. This may include a variety of topics ranging from mitigation ratios for Quino checkerspot butterfly habitat impacts to approaches for In-lieu fee programs. EMS will coordinate with the project team to collaborate on the topics that need further analysis and negotiation with the wildlife agencies. It is expected that there could be up to 8 key topics and each topic would require approximately 7 hours from Sean Skaggs.

**Task 2.2: Revisions to Subarea Plan in Response to Wildlife Agencies Input**

EMS will coordinate with the project team and wildlife agencies to address comments and input from the wildlife agencies on the Subarea Plan. Individual sections and updates will be addressed and circulated to the project team and wildlife agencies to reach a consensus on appropriate revisions.

**Task 2.3: Complete Draft Implementing Agreement**

A working draft of an IA has been prepared and submitted to the wildlife agencies. This task will involve further updates and refinements to the IA to remain consistent with the Subarea Plan and to address wildlife agency input. EMS (Sean Skaggs) will complete the existing draft IA and will work with the City to negotiate any remaining terms of the IA with the wildlife agencies.

**Task 2.4: Support Preparation of Admin Draft of Subarea Plan and IA**

EMS will support the project team to complete a full Administrative Draft of the Subarea Plan and IA that addresses the wildlife agencies and project team input and comments during ongoing collaboration.

**Task 2.5: Respond to Comments on Admin Draft of Subarea Plan and IA**

EMS will assist the project team in developing responses to comments and input on the Admin draft of the Subarea Plan and the Admin draft of the IA.

**Task 2.6: Prepare Public Review Draft of Subarea Plan and IA**

EMS will assist the project team with preparation of a Public Review draft Subarea Plan that will include the IA and other appendices.

**Task 3.0: Prepare Final Santee Subarea Plan and IA**

**Task 3.1: Revisions to Subarea Plan and IA after Public Review**

EMS will support the project team to make revisions to the draft Subarea Plan based upon input received during the public review. EMS will make revisions to the IA, if deemed appropriate in coordination with the project team, based on input received during the public review. Note that accurately predicting the level of effort required to respond to comments on a draft EIR and EIS is based on a best guess given the level of interest and degree of anticipated opposition.

**Task 3.2: Preparation of a Wildlife Agencies Review Final IA**

EMS will prepare a final version of the IA for wildlife agency review.



Task 3.3: Preparation of the Final IA

EMS will prepare a final version of the IA for City review and approval.

Task 3.4: Preparation of the Final IA For Execution

EMS will prepare a final version of the IA for execution by the Parties.

**Task 4.0: Provide Support for Preparation of Environmental Impact Report**

EMS will provide support in the review of the draft Environmental Impact Report prepared pursuant to CEQA and the Environmental Assessment or Supplemental Environmental Impact Statement to be prepared under NEPA. EMS will also provide support in review and revisions to responses to comments. Support could entail up to 50 hours from Sean Skaggs.

**EXHIBIT B**

**SCHEDULE OF CHARGES AND FEE SCHEDULE  
(AMENDED)**

The cost for the amended scope of work (see Exhibit A as amended) is \$262,395. Exhibit B of the Agreement is amended as follows:

Task 1: Project Management and Meetings	Sean Skaggs	235 hours	\$ 125,725
Task 2: Prepare Revised Draft IA and Support Draft Subarea Plan	Sean Skaggs	135 hours	\$ 72,225
	Tom Egan	25 hours	\$ 4,500
Task 3: Prepare Final IA and Support Final Subarea Plan	Sean Skaggs	57 hours	\$ 30,495
	Tom Egan	15 hours	\$ 2,700
Task 4: Support for Draft CEQA and NEPA Documents	Sean Skaggs	50 hours	\$ 26,750
	Total		<u>\$262,395</u>

**PO 52777**

**Ebbin Moser & Skaggs, LLP.**

PROJECT: Santee (MSCP) Subarea Plan

		<u>Running Balance</u>
Original Contract Amount:	\$ 234,990.00	\$ 234,990.00
12/09/2020 - CHANGE ORDER NO. 1 Increase account spp1902a.10.02 from \$234,990.00 to \$497,385.00	\$ 262,395.00	\$ 497,385.00
<b>REVISED PO AMOUNT</b>	<b>\$ 497,385.00</b>	



EBBIN-1

OP ID: JL

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ahern Insurance Brokerage 9655 Granite Ridge Dr., #500 San Diego, CA 92123 Kevin P. Ahern	858-571-9030	<b>CONTACT NAME:</b> Kevin P. Ahern <b>PHONE (A/C, No, Ext):</b> 858-571-9030 <b>FAX (A/C, No):</b> 858-571-9010 <b>E-MAIL ADDRESS:</b> kahern@aherninsurance.com
<b>INSURED</b> Ebbin Moser + Skaggs, LLP 550 Montgomery Street, Ste 900 San Francisco, CA 94111		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Greenwich Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		<b>NAIC #</b> 22322

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OT-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>	<b>Claims Made</b> Lawyers Prof Liab.			LPB 9041189	06/03/2020	06/03/2021	Limits	1,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductible: \$10,000  
Retro Date: 06/03/2002

**CERTIFICATE HOLDER****CANCELLATION**

Bill Crane  
Senior Management Analyst  
Development Services Depart.  
City of Santee  
619-258-4100 ext 221

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CDC SUCCESSOR AGENCY  
AGENDA STATEMENT**

Item 17

**MEETING DATE**     January 13, 2021

**AGENDA ITEM NO.**

**ITEM TITLE**             RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION  
SUCCESSOR AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT  
SCHEDULE FOR THE PERIOD FROM JULY 1, 2021 TO JUNE 30, 2022 (“ROPS 21-22”)

**DIRECTOR/DEPARTMENT**

Tim K. McDermott, Treasurer *tm*

**SUMMARY**

On December 29, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, which addressed the constitutionality of Assembly Bills 1x26 and 1x27 (“AB 26” and “AB 27”). In accordance with this decision, all redevelopment agencies in the state of California were dissolved effective February 1, 2012. On January 11, 2012 the City Council elected to become the Successor Agency to the Santee Community Development Commission (“CDC”). As the Successor Agency, the City has certain administrative and other responsibilities for the winding down of redevelopment activities.

One such requirement is the preparation of Recognized Obligation Payment Schedules (“ROPS”). The ROPS lists all of the “enforceable obligations” of the CDC Successor Agency, the amounts and due dates of payments required for each enforceable obligation and the source of funding for each required payment. The attached resolution adopts the ROPS covering the period from July 1, 2021 through June 30, 2022 (“ROPS 21-22”). The primary enforceable obligation reflected on ROPS 21-22 is debt service on the CDC Successor Agency Tax Allocation Refunding Bonds 2016 Series A.

The Countywide Redevelopment Successor Agency Oversight Board will meet on January 21, 2021 to review and approve the ROPS and administrative expense budget in order to meet the February 1, 2021 filing deadline with the County Auditor-Controller, State Controller’s Office and the State Department of Finance.

**FINANCIAL STATEMENT** *tm*

Adoption of the attached resolution along with the January 21, 2021 approval by the Countywide Redevelopment Successor Agency Oversight Board will provide for the receipt and expenditure of \$3,353,792 in redevelopment property tax trust fund (“RPTTF”) revenue in order to satisfy the enforceable obligations listed on the ROPS 21-22 for fiscal year 2021-22.

**CITY ATTORNEY REVIEW**

N/A      Completed

**RECOMMENDATION** *MSB*

Adopt the attached resolution.

**ATTACHMENTS (Listed Below)**

Resolution (with attached ROPS 21-22)



Resolution No. CDCSA \_\_\_\_\_

**A RESOLUTION OF THE CDC SUCCESSOR AGENCY OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD FROM JULY 1, 2021 TO JUNE 30, 2022 (“ROPS 21-22”)**

**WHEREAS**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), the City Council of the City of Santee (“City”) created the Community Development Commission of the City of Santee (“CDC”); and

**WHEREAS**, the CDC was responsible for implementing the Amended and Restated Redevelopment Plan for the Santee Community Redevelopment Project covering certain properties within the City (“Project Areas”); and

**WHEREAS**, as part of the 2011-12 State budget bill, the California State Legislature enacted, and the Governor signed, companion bills AB 1X26 and AB 1X27; and

**WHEREAS**, on December 29, 2011, the California Supreme Court upheld, in large part, AB 1x26 and overturned AB 1x27, which dissolved all redevelopment agencies as of February 1, 2012; and

**WHEREAS**, on January 11, 2012 the City Council elected to become the successor agency to the CDC (“CDC Successor Agency”); and

**WHEREAS**, in accordance with Health and Safety Code section 34177 (o) (1) the ROPS for the period from July 1, 2021 through June 30, 2022 (“ROPS 21-22”) must be approved by the Successor Agency and Countywide Redevelopment Successor Agency Oversight Board and submitted to the State Department of Finance, State Controller and County Auditor-Controller for review by February 1, 2021; and

**WHEREAS**, on January 21, 2021 the Countywide Redevelopment Successor Agency Oversight Board is scheduled to meet and approve ROPS 21-22.

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

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

**Section 2.** Approval of ROPS. The Recognized Obligation Payment Schedule for the period from July 1, 2021 to June 30, 2022 (“ROPS 21-22”) is hereby approved, in substantially the form attached hereto as Exhibit A.

**Section 3.** Posting; Transmittal to Appropriate Agencies. The Director of Finance or his designee is hereby authorized and directed to provide the Recognized Obligation Payment Schedule to the Countywide Redevelopment Successor Agency Oversight Board for review and certification, to the State Department of Finance, the State Controller’s Office and the County Auditor-Controller, and post it on the City’s web site.

**Resolution No. CDCSA \_\_\_\_\_**

**Section 4.** Effective Date. This Resolution shall become effective upon its adoption.

**ADOPTED** by the CDC Successor Agency of the City of Santee, California at a Regular Meeting thereof held this 13<sup>th</sup> day of January 2021 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED**

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

**ATTEST**

\_\_\_\_\_  
**ANNETTE ORTIZ, CMC, SECRETARY**

Attachments: Exhibit A: Recognized Obligation Payment Schedule for the Period from July 1, 2021 to June 30, 2022 ("ROPS 21-22")



EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE  
For the period from July 1, 2021 to June 30, 2022 ("ROPS 21-22")

**Recognized Obligation Payment Schedule (ROPS 21-22) - Summary**  
**Filed for the July 1, 2021 through June 30, 2022 Period**

**Successor Agency:** Santee  
**County:** San Diego

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>21-22A Total (July - December)</b>	<b>21-22B Total (January - June)</b>	<b>ROPS 21-22 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 5,744</b>	<b>\$ -</b>	<b>\$ 5,744</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	5,744	-	5,744
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 1,672,977</b>	<b>\$ 1,675,071</b>	<b>\$ 3,348,048</b>
F RPTTF	1,658,247	1,660,341	3,318,588
G Administrative RPTTF	14,730	14,730	29,460
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 1,678,721</b>	<b>\$ 1,675,071</b>	<b>\$ 3,353,792</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

**Santee**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail**  
**July 1, 2021 through June 30, 2022**

A	B	C	D	E	F	G	H	I	J	K	ROPS 21-22A (Jul - Dec)					Q	ROPS 21-22B (Jan - Jun)					W										
											L	M	N	O	P		R	S	T	U	V											
																							Fund Sources					Fund Sources				
																							Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF
								\$52,403,207		\$3,353,792	\$-	\$-	\$5,744	\$1,658,247	\$14,730	\$1,678,721	\$-	\$-	\$-	\$1,660,341	\$14,730	\$1,675,071										
4	Bond trustee fees	Fees	01/25/2005	08/01/2041	U.S. Bank	Bond trustee fees	Santee	28,000	N	\$1,400	-	-	-	1,400	-	\$1,400	-	-	-	-	-	-	\$-									
5	Arbitrage rebate analysis	Fees	05/11/2005	08/01/2041	BLX Group Inc.	Arbitrage rebate calculations	Santee	33,800	N	\$5,500	-	-	-	5,500	-	\$5,500	-	-	-	-	-	-	\$-									
6	Continuing disclosure reporting	Fees	01/18/2012	08/01/2041	KNN Public Finance	Continuing disclosure reporting	Santee	15,000	N	\$750	-	-	-	-	-	\$-	-	-	-	750	-	\$750										
10	Successor agency administration	Admin Costs	07/01/2021	06/30/2022	City of Santee	Administrative cost reimbursement	Santee	29,460	N	\$29,460	-	-	-	-	14,730	\$14,730	-	-	-	-	14,730	\$14,730										
18	Tax Allocation Refunding Bonds 2016 Series A	Refunding Bonds Issued After 6/27/12	11/08/2016	08/01/2041	U.S. Bank (trustee)	Provides for the current refunding of all outstanding Tax Allocation Bonds 2005 Series A and for the advance refunding of all outstanding Tax Allocation Bonds 2011 Series A	Santee	52,296,947	N	\$3,316,682	-	-	5,744	1,651,347	-	\$1,657,091	-	-	-	1,659,591	-	\$1,659,591										
19	Tax Allocation Refunding Bonds 2016 Series B	Refunding Bonds Issued After 6/27/12	11/08/2016	08/01/2020	U.S. Bank (trustee)	Provides for the advance refunding of all outstanding Tax Allocation Bonds 2011 Series B	Santee	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-										

**Santee**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances**  
**July 1, 2018 through June 30, 2019**  
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/18)</b> RPTTF amount should exclude "A" period distribution amount.		763,148	188,925	9,923		
2	<b>Revenue/Income (Actual 06/30/19)</b> RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller		1,236	-	5,744	3,318,715	
3	<b>Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)</b>		(9,158)	40,580	-	3,317,114	Column D reflects \$10,000 increase in required advance principal payment to trustee in addition to \$840 expenditure of bond proceeds. Columns D and G reflect \$2 rounding adjustments
4	<b>Retention of Available Cash Balance (Actual 06/30/19)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		773,542		9,923		Column D: funds held by bond trustee for the 8/1/19 debt service payment as required by the bond documents. Column F: \$4,411 expended in ROPS 19-20. \$5,512 expended in ROPS 20-21



Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	<b>ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)</b>	<b>Fund Sources</b>				<b>Comments</b>	
		<b>Bond Proceeds</b>	<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.		
5	<b>ROPS 18-19 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC		<b>No entry required</b>			1,601	Column G: ROPS 18-19 PPA
6	<b>Ending Actual Available Cash Balance (06/30/19)</b> <b>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)</b>	\$-	\$-	\$148,345	\$5,744	\$-	Column E: \$33,020 expended in ROPS 19-20, \$109,829 PPA ROPS 16-17 expended in ROPS 19-20, \$5,496 PPA ROPS 17-18 expended in ROPS 20-21

**Santee**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Notes**  
**July 1, 2021 through June 30, 2022**

Item #	Notes/Comments
4	
5	
6	
10	
18	
19	