



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

City Manager | Marlene D. Best
City Attorney | Shawn D. Hagerty
City Clerk | Annette Fagan Ortiz

MEETING INFORMATION

Wednesday, August 25, 2021

6:30 p.m.

Council Chambers | Building 2

10601 Magnolia Ave • Santee, CA 92071

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

TO WATCH LIVE:

AT&T U-verse channel 99 (SD Market) | Cox channel 117 (SD County)

www.cityofsanteca.gov

IN-PERSON ATTENDANCE

Please be advised that current public health orders require unvaccinated attendees to wear a face covering while inside the Council Chambers. If you enter the Council Chambers without a face covering, you are self-certifying that you have been vaccinated.

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 appear in person and submit a speaker slip, before the item is called. Speakers must adhere to the public health order requirement to wear a face covering if unvaccinated. Your name will be called when it is time to speak.

PLEASE NOTE: Public Comment will be limited to 3 minutes and speaker slips will only be accepted until the item is called. The timer will begin when the participant begins speaking.



The City Council also sits as the Community Development Commission Successor Agency and the Santee Public Financing Authority. Any actions taken by these agencies are separate from the actions taken by City Council. For questions regarding this agenda, please contact the City Clerk's Office at (619) 258-4100 x114

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

LEGISLATIVE INVOCATION: Senior Pastor Michael Emery – Sunrise Church

PLEDGE OF ALLEGIANCE

PROCLAMATION: Proclaim August 25, 2021, Rex Cole Day

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 July 14, 2021, and August 11, 2021, Regular Meetings. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$81,870.89 for July 2021 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Accepting the Public Improvements Associated with the Santee Senior Retirement Communities III, LLC (P2007-12) Location: Lantern Crest, 8549 Graves Avenue. (Development Services – Kush)**
- (6) **Authorization of the First Amendment to the Agreement with BW Research Partnership, Inc. for Preparation of a Community Survey on Diversity, Equity and Inclusion. (City Manager - Best)**



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.

NEW BUSINESS:

- (7) An Urgency Ordinance Enacting an Essential Housing Program to Boost Housing Production and Improve Housing Affordability in Order to Achieve the Goals Set Forth in the City's Housing Element (Sixth Cycle: 2021-2029) and Determining the Ordinance Exempt from the California Environmental Quality Act. (Development Services – Kush)**

Recommendation:

1. Receive Staff Report; and
2. Adopt Urgency Ordinance; and
3. Direct the City Clerk to file the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(a), CEQA Guidelines section 15378(b)(2), and CEQA Guidelines section 15061(b)(3).

- (8) Resolution of the City Council Finding in Support of and Authorizing an Open Market Purchase of One New 2022 Braun North Star 171-3 Ambulance on a 2022 Ford E450 Chassis and the Appropriation of Funds from the General Fund Paramedic Program Reserve. (Fire – Garlow)**

Recommendation:

Adopt Resolution:

1. Finding that open market purchasing is in the City's best interest and authorizing such purchase of one new 2022 Braun North Star 171-3 ambulance on a 2022 Ford E-450 chassis from Braun Northwest, Incorporated, in the amount of \$259,525.20; and
2. Finding that open market purchasing for select add-ons in the amount of \$12,510.00 is in the City's best interest and authorize such purchasing; and
3. Authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$12,976.26 (5%); and
4. Authorizing the City Manager to execute all necessary documents; and
5. Appropriating \$30,591.46 from the General Fund Paramedic Program Reserve for the purchase and outfitting of the 2022 Braun North Star 171-3 ambulance.

(9) Resolution Supporting the County of San Diego’s Consideration of Dissolution of County Service Area No. 69. (Fire – Garlow)

Recommendation:

Adopt the Resolution supporting the County of San Diego’s consideration of dissolution of CSA 69.

(10) Resolution Authorizing the City Manager to Execute a Professional Services Agreement with D-Max Engineering, Inc. for Storm Water Program As-Needed Staffing Services. (Development Services – Kush)

Recommendation:

Adopt the Resolution authorizing the City Manager to execute a Professional Services Agreement for as-needed Storm Water Program staffing services with D-Max in an amount not to exceed \$226,800.00 for a six-month period.

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.

CITY COUNCIL REPORTS:

CITY MANAGER REPORTS:

CITY ATTORNEY REPORTS:

CLOSED SESSION:

ADJOURNMENT:



**BOARDS, COMMISSIONS & COMMITTEES
AUGUST & SEPTEMBER MEETINGS**

Aug 05	SPARC	Council Chamber
Aug 09	Community Oriented Policing Committee	Council Chamber
Aug 11	Council Meeting	Council Chamber
Aug 25	Council Meeting	Council Chamber
Sept 02	SPARC	Council Chamber
Sept 08	Council Meeting	Council Chamber
Sept 13	Community Oriented Policing Committee	Council Chamber
Sept 16	SMHFPC	Council Chamber
Sept 22	Council Meeting CANCELLED	Council Chamber

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

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

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



MEETING DATE August 25, 2021

ITEM TITLE PROCLAMATION: PROCLAIM AUGUST 25, 2021, REX COLE DAY

DIRECTOR/DEPARTMENT John W. Minto, Mayor 

SUMMARY

Rex came to Carlton Oaks as the Head Pro in 1979 and worked for 27 years before moving to Cottonwood Golf Course. Rex returned to Carlton Oaks teaching and consulting in about 2017. Rex has incredible energy and teaches classes daily. Rex has a great motto, "Make a Friend a Day." Therefore, he continues to make positive impacts on golfers daily.

Rex frequently donates his time to help nurture the game, and his Sunday afternoon putting contests are always popular. He helps promote the Carlton Oaks Golf Club's famous Summer BBQ, scrambles, and other fun events. He often purchases hundreds of dollars in raffle prizes, which he generously donates to ensure everyone has a great time.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION

Present the Proclamation

ATTACHMENT

Proclamation



| Proclamation

WHEREAS, Rex Cole grew up in Ohio, where he had his first golf experience at the age of seven. Rex helped the head pro with teeing up balls during lessons at the Oakwood Country Club. He earned 25 cents for each lesson; and

WHEREAS, the cold Ohio winters encouraged Rex to locate to California in the early 1960s. He continued his career in golf, working at the Indian Wells Golf Resort in Palm Desert; and

WHEREAS, Rex took a break from golf while serving six years in the Army. Rex's break was short-lived because of his golf skills, which allowed him to play and compete on the Army golf team; and

WHEREAS, Rex became a PGA Golf Professional in 1966 and worked at several golf courses as Head Pro in Ohio and Massachusetts. Rex wanted to work year-round in the industry, so he went back to California and the warmer climate. Rex got a job at the San Carlos golf course which is now Mission Trails Golf Course; and

WHEREAS, he taught golf at Cuyamaca and Grossmont colleges and gave lessons to players with extreme disabilities. Rex has been a great mentor to young people interested in the golf industry and often gave them their first jobs in golf. Several have gone on to successful careers; and

WHEREAS, Rex came to Carlton Oaks as the Head Pro in 1979 and worked for 27 years before moving to Cottonwood Golf Course. Rex returned to Carlton Oaks teaching and consulting in about 2017. Rex has incredible energy and teaches classes daily. Rex has a great motto, "Make a Friend a Day." Therefore, he continues to make positive impacts on golfers daily; and

WHEREAS, Rex frequently donates his time to help nurture the game, and his Sunday afternoon putting contests are always popular. He helps promote the Carlton Oaks Golf Club's famous Summer BBQ, scrambles, and other fun events. He often purchases hundreds of dollars in raffle prizes, which he generously donates to ensure everyone has a great time; and

WHEREAS, in 2016, Rex was honored by the PGA Southern California Chapter for 50 years of service in the PGA, and Rex proudly wears his 50-year pin on his collar.

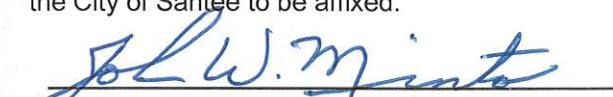
NOW, THEREFORE, I, John W. Minto, Mayor of the City of Santee, on behalf of the City Council do hereby proclaim August 25, 2021 as

"REX COLE DAY"

in the City of Santee.

The golf club and City of Santee are proud of you too.

IN WITNESS WHEREOF, I have hereunto set my hand this twentieth day of August, two thousand twenty-one, and have caused the Official Seal of the City of Santee to be affixed.



Mayor John W. Minto



MEETING DATE August 11, 2021

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).

FINANCIAL STATEMENT

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.

ATTACHMENT

None



MEETING DATE August 25, 2021

ITEM TITLE APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE JULY 14, 2021, AND THE AUGUST 11, 2021, REGULAR MEETINGS.

DIRECTOR/DEPARTMENT Annette Ortiz, CMC, City Clerk 

SUMMARY

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENT

Regular Meeting Minutes

- July 14, 2021
- August 11, 2021

DRAFT

**Minutes
Santee City Council
Council Chamber – Building 2
10601 Magnolia Avenue
Santee, California
July 14, 2021**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 6:32 p.m.

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

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

INVOCATION was given by Karen Dunn – The Church of Jesus Christ of Latter-day Saints

PLEDGE OF ALLEGIANCE was led by the Economic Development Manager, Pamela White

INTRODUCTION/WELCOME Grossmont Healthcare District New CEO – Christian Wallis

RECOGNITION World Mission Society Church of God – Forester Creek Cleanup

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 June 23, 2021, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$71,501.73 for June 2021 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Levying Special Taxes to be Collected During Fiscal Year 2021-22 to Pay the Annual Cost of Municipal Maintenance Services within Community Facilities District No. 2015-1 (Municipal Maintenance Services) of the City of Santee. (Finance – McDermott) (Reso 055-2021)**

- (6) **Adoption of a Resolution Levying Special Taxes to be Collected During Fiscal Year 2021-22 to Pay Costs Related to the Authorized Public Improvements within Community Facilities District No. 2017-1 (Weston Infrastructure) of the City of Santee. (Finance – McDermott) (Reso 056-2021)**
- (7) **Adoption of a Resolution Levying Special Taxes to be Collected During Fiscal Year 2021-22 to Pay the Annual Cost of Municipal Services within Community Facilities District No. 2017-2 (Weston Municipal Services) of the City of Santee. (Finance – McDermott) (Reso 057-2021)**
- (8) **Adoption of a Resolution Levying Charges for Fire Suppression Service (“Fire Benefit Fee”) for Fiscal Year 2021-22. (Finance – McDermott) (Reso 058-2021)**
- (9) **Adoption of a Resolution Accepting the Public Improvements for the Sharp Medical Office Building Project (IP2018-04) as Complete. Location: 8701 Cuyamaca Street. (Development Services – Kush) (Reso 059-2021)**

ACTION: Vice Mayor McNelis moved approval of the Consent Calendar.

Council Member Hall seconded the motion, which carried by the following 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 (15 minutes):

- (A) Tyler James, spoke in opposition to cannabis and spoke about the dangers of driving under the influence.
- (B) Kelly McCormick, spoke in opposition to cannabis and spoke about the increase in violence.
- (C) Kathleen Lippitt, spoke in opposition to cannabis and questions the benefits of it.
- (D) Becky Rapp, spoke in opposition to cannabis and expressed concern regarding the surge in violent crimes.
- (E) Michael Ranson, commended the City for 4th of July events; made inquiries regarding Santee Park and Recreation Committee (SPARC).

PUBLIC HEARING:

- (10) **Public Hearing and Resolution Adopting the Sixth Cycle Housing Element (General Plan Amendment No. 2019-2) and Negative Declaration Under the California Environmental Quality Act (AEIS2019-6). (Development Services – Kush) (Reso 060-2021)**

The Public Hearing was opened at 7:06 p.m. The Director of Development Services introduced the Item and Veronica Tam, Veronica Tam and Associates, provided a PowerPoint presentation and responded to Council questions.

PUBLIC SPEAKER:

- Lynda Marrokal
- Jeff O’Conner, HomeFed Corp.

Mayor Minto urged staff to find an urgency ordinance that will assist the City to streamline the project and will help move this process forward.

Vice Mayor McNelis concurred with Mayor Minto.

ACTION: Vice Mayor McNelis moved approval of staff recommendation, with the addition of bringing forward an urgency ordinance that would allow the City to streamline the project.

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

The Public Hearing was closed at 8:04 p.m.

- (11) **Public Hearing for the FY 2021-22 Santee Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott) (Reso 061-2021)**

The Public Hearing was opened at 8:04 p.m. The Finance Director introduced the Item.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

The Public Hearing was closed at 8:04 p.m.

- (12) **Public Hearing for the FY 2021-22 Town Center Landscape**

Maintenance District Annual Levy of Assessments. (Finance – McDermott) (Reso 062-2021)

The Public Hearing was opened at 8:05 p.m. The Finance Director introduced the Item.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

The Public Hearing was closed at 8:06 p.m.

(13) Public Hearing for the FY 2021-22 Santee Roadway Lighting District Annual Levy of Assessments. (Finance – McDermott) (Reso 063-2021)

The Public Hearing was opened at 8:06 p.m. The Finance Director introduced the Item.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

The Public Hearing was closed at 8:06 p.m.

NEW BUSINESS:

(14) Receive Report on the City of Santee Local Roadway Safety Plan, Accept Said Plan, and Approve a Determination that the Plan is Exempt from Environmental Review Under the California Environmental Quality Act. (Development Services – Kush)

Council Member Koval registered an abstention.

The Director of Development Services introduced the Item and the Principal Traffic Engineer provided a PowerPoint presentation.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

Council Member Koval rejoined the meeting.

(15) American Rescue Plan Act Funding. (Finance – McDermott)

The Finance Director introduced the Item provided a PowerPoint presentation and responded to Council questions.

ACTION: Direction was given to staff.

(16) Resolution Authorizing the Execution of a First Amendment to the Professional Services Agreement with RECON Environmental, Inc. for Environmental Consulting Services Related to the Rezoning of Properties in Accordance with the Housing Element. (Development Services – Kush) (Reso 064-2021)

The Director of Development Services introduced the Item.

ACTION: Council Member Hall moved approval of staff recommendation.

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

(17) Resolution Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with Harris & Associates for the Safety and Environmental Justice Element. (Development Services – Kush) (Reso 065-2021)

The Director of Development Services introduced the Item.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

Council Member Koval seconded the motion, which carried by the following 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)

(A) Michael Ranson, spoke regarding Accessory Dwelling Units (ADUs).

CITY COUNCIL REPORTS:

Vice Mayor Koval reported on attending the SANDAG Borders Committee meeting and expressed concerns with the model of the SANDAG organization.

Council Member Trotter mentioned attending the River Conservancy meeting; he reported that he was able to obtain a \$500,000 grant to the City, from the state, that will go directly to the River Bottom Safety Plan; he also commended Public Services Division

for their hard work.

Vice Mayor McNelis reported that Town Center Community Park East grass needs attention; he also mentioned that the trails around the City have been neglected, suggested a uniformed presence to deter some of the crime.

Mayor Minto reported on his attendance at the SANDAG meeting and concurred with Council Member Koval; he mentioned the League of California Cities Board of Directors meeting would be in San Diego.

CITY MANAGER REPORTS:

The City Manager mentioned the summer concerts in the City.

CITY ATTORNEY REPORTS:

None.

CLOSED SESSION:

Council Members recessed at 9:20 p.m. and convened in Closed Session at 9:20 p.m.

(18) Conference with Legal Counsel – Existing Litigation

(Gov. Code §54956.9(d)(1))

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

Case Number: San Diego Superior Court Case No. 37-2020-00007895-CU-WM-CTL

(19) Conference with Real Property Negotiators

(Gov. Code §54956.8)

Property: Parcel 4 of Parcel Map 18857 located in Trolley Square

City Negotiator: City Manager

Negotiating Parties: Excel Hotel Group and Santee Trolley Square 991, LP

Under Negotiation: Price and terms of payment

Council Members reconvened in Open Session at 9:33 p.m. with all members present. Mayor Minto reported that for Items 18 and 19, a report was received and direction was given to staff.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:33 p.m.

Date Approved:

Annette Ortiz, CMC, City Clerk

DRAFT

**Minutes
Santee City Council
Council Chamber – Building 2
10601 Magnolia Avenue
Santee, California
August 11, 2021**

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 Rob McNelis and Council Members Ronn Hall, Laura Koval and Dustin Trotter– 5.

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

INVOCATION was given by Bishop Stephen Brunson – City of Praise Church

PLEDGE OF ALLEGIANCE was led by Dan Bickford

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 Payment of Demands as Presented. (Finance – McDermott)
- (3) Adoption of a Resolution Acknowledging Receipt of a Report Made by the Fire Chief in Accordance with Section 13146.4 of the California Health and Safety Code (Annual Fire Inspection Compliance Report). (Fire – Garlow) (Reso 066-2020)
- (4) Adoption of a Resolution Authorizing the Purchase of New Battery-Powered Holmatro Extrication Tools from Western Extrication Specialists, Inc., Per National Purchasing Partners (dba NPPGov) Contract #PS20035. (Fire – Garlow) (Reso 067-2020)
- (5) Adoption of a Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with A.M. Ortega, Inc., for the Installation of an Electric Vehicle Charging Station at Santee City Hall (CIP 2022-32), and Determining a Categorical Exemption Pursuant to Section 15301(a) of the California Environmental Quality Act. (Development Services – Kush) (Reso 068-2020)
- (6) Adoption of a Resolution Accepting the School Area (Santana High

School) Streetlight Project CIP 2017-03, HSIPL 5429 (031) as Complete. (Development Services – Kush) (Reso 069-2020)

- (7) Authorization of the Third Amendment to the Agreement with Countywide Mechanical Systems Inc., for HVAC Maintenance and Repairs Services. (Community Services – Maertz)
- (8) Adoption of a Resolution Authorizing the Fourth Amendment to the Agreement with Steven Smith Landscape, Inc., for Landscape and Horticultural Management Services (Area 1). (Community Services – Maertz) (Reso 070-2020)
- (9) Adoption of a Resolution Approving of the Tenth Amendment to the Agreement with West Coast Arborists Inc., for Urban Forestry Services, in the Amount of \$15,948.80. (Community Services – Maertz) (Reso 071-2020)

ACTION: Vice Mayor McNelis moved approval of the Consent Calendar.

Council Member Hall seconded the motion, which carried by the following 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 (15 minutes):

- (A) Dean Velasco, Riverwalk Grill, made brief comments regarding the new ownership of Riverwalk Grill.
- (B) Joel Westerlund and Nhel Gregorio, spoke regarding acquiring new ownership of Riverwalk Grill.
- (C) James Hargrove, spoke regarding the horrible condition of the roads, especially Cuyamaca Street.
- (D) Lynda Marrokal, spoke regarding land development in the City.
- (E) Kristen Dare, Santee Chamber of Commerce, mentioned a free online workshop regarding organics and food waste recycling requirements pertaining to state law AB 1826.

Mayor Minto directed staff to make Cuyamaca Street repairs a priority.

PUBLIC HEARING:

- (10) Public Hearing and Resolution for the Vacation of a Storm Drain Easement (VAC 2021-01) and Approval of a Storm Drainage Easement at the Santee Lakes Recreation Preserve and Determining a Categorical Exemption Pursuant to Section 15301(a) of the California Environmental Quality Act. Location: 9310 Fanita Parkway. (Development Services – Kush) (Reso 072-2020)

Council Member Koval registered an abstention on Item 10 and left the dais.

The Public Hearing was opened at 7:02 p.m. The Principal Civil Engineer presented the Item and responded to Council questions.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

The Public Hearing was closed at 7:04 p.m.

Council Member Koval returned to the dais.

- (11) **Public Hearing for a Tentative Map (TM2020-2), Development Review Permit (DR2020-4) and a Mitigated Negative Declaration (AEIS2020-4) Prepared Pursuant to the California Environmental Quality Act for an 80-Unit Residential Condominium Subdivision at 7739 Mission Gorge Road in the R-7 (Medium Density Residential) Zone (Applicant: Cornerstone Communities). (Development Services – Kush) (Reso 073-2020) (Reso 074-2020) (Reso 075-2020)**

The Public Hearing was opened at 7:05 p.m. The Director of Development Services presented the Item and the Associate Planner provided a PowerPoint presentation.

PUBLIC SPEAKER:

- Dale Yanke
- Jack Robson

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

The Public Hearing was closed at 7:26 p.m.

CONTINUED BUSINESS:

- (12) **Cannabis Workshop #2 (City Manager – Best)**

The City Manager introduced the Item and the Director of Finance provided a PowerPoint presentation and responded to Council questions.

PUBLIC SPEAKER:

- Jean Duffy
- Shane Duffy
- Virginia Hall
- Angela Tomlinson
- Dr. Kristin Baranski
- Dana Stevens
- John Mendoza
- Paul Bertram
- Erik Wiese
- Scott Gerak
- David Shorey
- Jack Robson

ACTION: Direction was given to staff.

(13) Use of American Rescue Plan Act Funding. (City Manager/Finance – Best/McDermott)

The Director of Finance provided a PowerPoint presentation and responded to Council questions.

PUBLIC SPEAKER:

- Dan Bickford

ACTION: Direction was given to staff.

NEW BUSINESS:

(14) Resolution Awarding the Construction Contract for the Sandstone Drive and Woodpecker Way CMP Replacement Project (CIP 2021-21) to Bert W. Salas, Inc., and Determining a Categorical Exemption Pursuant to Section 15301(b) of the California Environmental Quality Act. (Development Services – Kush) (Reso 076-2020)

The Principal Civil Engineer provided the staff report.

ACTION: Vice Mayor McNelis moved approval of staff recommendation.

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

(15) Report on Status of Urban Forestry Management Plan. (Community Services – Maertz)

The Director of Community Services introduced the Item and the Public Service Manager provided a PowerPoint presentation and responded to Council questions.

- (16) Resolution Authorizing an Increase in Change Order Authorization for the Design-Build Construction Contract with Western Audio Visual to Implement the Council Chamber A/V Upgrades (CIP 2016-51) Project and Amending the Project Budget. (City Clerk – Ortiz) (Reso 077-2020)**

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

ACTION: Council Member Hall moved approval of staff recommendation.

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

- (17) Resolution Proclaiming an Emergency, Authorizing the Construction of Firebreaks and Fuel Reduction Throughout the San Diego River Corridor, Waiving the Requirement for Competitive Bidding, Accepting San Diego River Conservancy Grant Funds, and Authorizing the City Manager to Enter in to Contracts to Establish the Necessary Firebreaks to Safeguard Life, Health and Property. (Fire – Garlow) (Reso 078-2020)**

Council Member Koval registered an abstention on Item 17 and left the dais.

The Fire Chief presented the Item and responded to Council questions.

ACTION: Council Member Hall moved approval of staff recommendation.

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

Council Member Koval returned to the dais.

NON-AGENDA PUBLIC COMMENT: (Continued)

None.

CITY COUNCIL REPORTS:

Council Member Hall reported on the Mid-Coast trolley opening.

CITY MANAGER REPORTS:

None.

CITY ATTORNEY REPORTS:

None.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:39 p.m.

Date Approved:

Annette Ortiz, CMC, City Clerk

MEETING DATE August 25, 2021

ITEM TITLE PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Tim K. McDermott, Finance

SUMMARY

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

FINANCIAL STATEMENT *HS for TM*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MDB*

Approve the payment of demands as presented.

ATTACHMENT

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

Payment of Demands
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/04/2021	Accounts Payable	\$ 130,294.32
08/04/2021	Accounts Payable	822,375.77
08/11/2021	Accounts Payable	107,610.31
08/11/2021	Accounts Payable	216,739.65
08/11/2021	Accounts Payable	1,505,561.22
08/11/2021	Accounts Payable	66,836.70
08/12/2021	Payroll	430,426.57
08/13/2021	Accounts Payable	333,680.87
08/16/2021	Accounts Payable	78,882.27
08/17/2021	Accounts Payable	122,157.26
08/17/2021	Accounts Payable	24,652.30
08/17/2021	Accounts Payable	14,768.06
08/18/2021	Accounts Payable	76,021.16
08/18/2021	Accounts Payable	173,538.56
08/19/2021	Accounts Payable	<u>2,100.00</u>
	TOTAL	<u>\$4,105,645.02</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.



 for Tim K. McDermott, Director of Finance

Bank code : ubgen

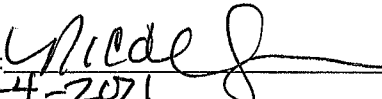
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128140	8/4/2021	10526 BPR INC	20189185	53318	FY 20/21 SIDEWALK CUTTING AND	37,203.53
					Total :	37,203.53
128141	8/4/2021	10569 CHARLENE'S DANCE N CHEER	331		INSTRUCTOR PAYMENT	1,906.80
					Total :	1,906.80
128142	8/4/2021	10040 COUNTYWIDE MECHANICAL SYSTEMS	41977	53042	HVAC MAINT & REPAIRS	300.00
					Total :	300.00
128143	8/4/2021	12438 DIESEL PRINT CO, LLC	2591	53131	SANTEE SUMMER CONCERTS	963.29
			2592	53131	RECREATION SERVICES	436.39
					Total :	1,399.68
128144	8/4/2021	10054 ELDERHELP OF SAN DIEGO	03312021-1	53279	CDBG SUBRECIPIENT - CV RESPO	5,731.92
			06302021-1	53279	CDBG SUBRECIPIENT - CV RESPO	5,415.20
					Total :	11,147.12
128145	8/4/2021	12120 GEOCON INCORPORATED	121010493	53273	GEOTECHNICAL REVIEW - SAFETY	7,475.00
					Total :	7,475.00
128146	8/4/2021	11881 GOODEN, CHRIS	07262021		TUITION REIMBURSEMENT	163.00
					Total :	163.00
128147	8/4/2021	10490 HARRIS & ASSOCIATES INC	49109	53305	SAFETY & ENV JUSTICE ELEMENT	3,895.00
					Total :	3,895.00
128148	8/4/2021	11724 ICF JONES & STOKES INC	0156662	50991	SANTEE EIR/EA	926.25
			0156665	50991	MSCP SUBAREA PLAN	8,640.00
					Total :	9,566.25
128149	8/4/2021	13155 LIFETIME DOG TRAINING, LLC	1007		INSTRUCTOR PAYMENT	891.00
					Total :	891.00
128150	8/4/2021	10174 LN CURTIS AND SONS	INV500149	53055	SAFETY EQUIPMENT	13.95
					Total :	13.95
128151	8/4/2021	11802 PACIFICA GLASS COMPANY INC	33973	53379	WINDOW REPLACEMENT	1,397.79

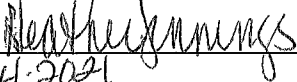
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
128151	8/4/2021	11802	11802 PACIFICA GLASS COMPANY INC	(Continued)		Total : 1,397.79	
128152	8/4/2021	10903	PRESSUREWASHER.NET	21-0578	53360	PRESSURE WASHER REPAIRS/MAI	194.25
						Total : 194.25	
128153	8/4/2021	10702	SANTEE SANTAS FOUNDATION INC	SSDF 21-001	53285	CDBG SUBRECIPIENT - CV SENIOF	9,000.00
						Total : 9,000.00	
128154	8/4/2021	10768	SANTEE SCHOOL DISTRICT	9036	53137	JOINT USE FIELDS - RIO SECO	583.05
						Total : 583.05	
128155	8/4/2021	10119	STEVEN SMITH LANDSCAPE INC	47391	53044	AREA 2 LANDSCAPE SERVICES	1,080.00
				47392	53069	AREA 1 LANDSCAPE SERVICES	1,125.00
						Total : 2,205.00	
128156	8/4/2021	10316	TCB EMBROIDERY	17105	53203	FY 20/21 PSD UNIFORM APPAREL	120.00
						Total : 120.00	
128157	8/4/2021	11882	THOMPSON, ZANE	07262021		TUITION REIMBURSEMENT	163.00
						Total : 163.00	
128158	8/4/2021	12590	DWM HOLDINGS, INC	0034100	53331	BROWN METAL POLES	4,167.00
						Total : 4,167.00	
128159	8/4/2021	10136	WEST COAST ARBORISTS INC	174743	53070	URBAN FORESTRY MANAGEMENT	4,340.00
				174744	53070	URBAN FORESTRY MANAGEMENT	19,040.00
				174911	53070	URBAN FORESTRY MANAGEMENT	9,157.50
				174913	53070	URBAN FORESTRY MANAGEMENT	5,965.40
						Total : 38,502.90	
20 Vouchers for bank code : ubgen						Bank total :	130,294.32
20 Vouchers in this report						Total vouchers :	130,294.32

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by: 
Date: 8-4-2021

Approved by: 
Date: 8-4-2021

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128160	8/4/2021	13456 AGRICULTURAL PEST CONTROL	597217	53491	PEST CONTROL SERVICES	195.00
Total :						195.00
128161	8/4/2021	10010 ALLIANT INSURANCE SERVICES INC	1694122		SANTEE SUMMER CONCERTS	5,605.00
Total :						5,605.00
128162	8/4/2021	10006 AMERICAN PLANNING ASSOCIATION	070643-2174 190356-2174		MEMBERSHIP RENEWAL MEMBERSHIP RENEWAL	788.00 398.00
Total :						1,186.00
128163	8/4/2021	10412 AT&T	301053963-AUG 21		MAST PARK	100.94
Total :						100.94
128164	8/4/2021	10031 CDW GOVERNMENT LLC	G631860	53504	SOFTWARE RENEWAL	4,740.10
Total :						4,740.10
128165	8/4/2021	10032 CINTAS CORPORATION #694	4089859979 4089988750	53483 53483	UNIFORM/PARTS CLEANER RNTL VEHICLE SUPPLIES	62.48 44.39
Total :						106.87
128166	8/4/2021	10405 CLEANTECH SAN DIEGO	1584		MEMBERSHIP RENEWAL	5,000.00
Total :						5,000.00
128167	8/4/2021	10333 COX COMMUNICATIONS	112256001 - AUG 2021		9130 CARLTON OAKS DR	93.19
Total :						93.19
128168	8/4/2021	14322 CRITTER ENCOUNTERS	225		DAY CAMP PRESENTATION	195.00
Total :						195.00
128169	8/4/2021	10251 FEDERAL EXPRESS	7-444-93140		SHIPPING CHARGES	26.52
Total :						26.52
128170	8/4/2021	13072 GOVERNMENT TRAINING AGENCY	16140		CCPA CONSORTIUM FEES	1,764.00
Total :						1,764.00
128171	8/4/2021	11807 IMPERIAL SPRINKLER SUPPLY	4759483-00	53448	IRRIGATION SUPPLIES	151.59

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128171	8/4/2021	11807 11807 IMPERIAL SPRINKLER SUPPLY	(Continued)			Total : 151.59
128172	8/4/2021	13097 KRAVINGS FRUIT BAR	MAP-005	53554	MICROENTERPRISE ASST PROG G	10,000.00
						Total : 10,000.00
128173	8/4/2021	13390 LA VIE NAILS & SPA	MAP-004	53555	MICROENTERPRISE ASST PROG G	10,000.00
						Total : 10,000.00
128174	8/4/2021	10203 LAKESIDE EQUIPMENT SALES &	221932	53526	EQUIPMENT RENTAL	76.50
						Total : 76.50
128175	8/4/2021	10204 LIFE ASSIST INC	1115330 1115510	53477 53477	EMS SUPPLIES EMS SUPPLIES	8,957.79 683.64
						Total : 9,641.43
128176	8/4/2021	14327 AQUINO, RAFAEL	Ref000072815		CORRECTED LICENSE TYPE REFU	43.00
						Total : 43.00
128177	8/4/2021	14324 HOOKS, ORLANDO	Ref000072748		REFUND - DUPLICATE APPLICATIO	92.00
						Total : 92.00
128178	8/4/2021	10521 PNC EQUIPMENT FINANCE LLC	1202974		2016 PIERCE AERIAL PYMT #6	129,054.28
						Total : 129,054.28
128179	8/4/2021	10521 PNC EQUIPMENT FINANCE LLC	1202973		2016 PIERCE ARROW XT LEASE PY	96,830.65
						Total : 96,830.65
128180	8/4/2021	12251 PRISM	22300088 22400282 22400393 22400566 22400641		GENERAL LIABILITY 1 PROGRAM MASTER CRIME PROGRAM INSUR/ CYBER LIABILITY PROGRAM POLLUTION LIABILITY OPTIONAL EXCESS LIABILITY	381,646.00 3,996.00 4,000.00 13,059.00 40,542.00
						Total : 443,243.00
128181	8/4/2021	13455 ROTO-ROOTER	13351	53499	90 DAY EXT - PLUMBING	125.00
						Total : 125.00
128182	8/4/2021	10407 SAN DIEGO GAS & ELECTRIC	0422 970 321 8-JUL21		STREET LIGHTS	36,137.52


Voucher List
CITY OF SANTEE

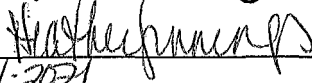
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128182	8/4/2021	10407 SAN DIEGO GAS & ELECTRIC	(Continued) 4394 020 550 9-JUL21		LMD	6,805.52
					Total :	42,943.04
128183	8/4/2021	13061 SAN DIEGO HUMANE SOCIETY &	JULY-21	53530	ANIMAL CONTROL SERVICES	36,794.00
					Total :	36,794.00
128184	8/4/2021	14099 SANTEE ACUPUNCTURE	MAP-006	53556	MICROENTERPRISE ASST PROG G	10,000.00
					Total :	10,000.00
128185	8/4/2021	13171 SC COMMERCIAL, LLC	1909776-IN	53480	DELIVERED FUEL	535.44
					Total :	535.44
128186	8/4/2021	13171 SC COMMERCIAL, LLC	1911701-IN	53480	DELIVERED FUEL	436.95
					Total :	436.95
128187	8/4/2021	13554 SC FUELS	0414210-DEF 0414210-F	53488 53481	DIESEL EXHAUST FLUID (DEF) FLEET CARD FUELING	8.38 1,826.73
					Total :	1,835.11
128188	8/4/2021	10314 SOUTH COAST EMERGENCY VEHICLE	504462	53501	VEHICLE REPAIR	421.61
					Total :	421.61
128189	8/4/2021	10119 STEVEN SMITH LANDSCAPE INC	46552-0705 46917-0705	53418 53502	AREA 2 LANDSCAPE SERVICES AREA 3 LANDSCAPE SERVICES	5,373.00 240.00
					Total :	5,613.00
128190	8/4/2021	12480 UNITED SITE SERVICES	114-12168128	53419	PORTABLE TOILETS - SANTEE SAL	1,497.94
					Total :	1,497.94
128191	8/4/2021	11305 VELOCITY TRUCK CENTERS	XA290095920:01	53472	VEHICLE REPAIR PART	90.50
					Total :	90.50
128192	8/4/2021	10475 VERIZON WIRELESS	9883819613		WIFI SERVICE	1,144.30
					Total :	1,144.30
128193	8/4/2021	12470 VIVINT SOLAR	20STE-PV00284 20STE-PV00334		PERMIT REFUND PERMIT REFUND	163.69 163.69

Bank code : ubgen

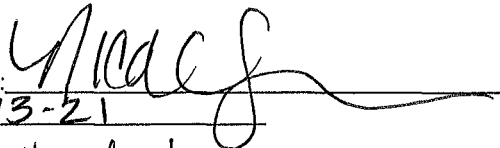
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128193	8/4/2021	12470 VIVINT SOLAR	(Continued) 20STE-PV00386 20STE-PV00411		PERMIT REFUND PERMIT REFUND	198.28 163.69
Total :						689.35
128194	8/4/2021	10318 ZOLL MEDICAL CORPORATION	3320705 3321274	53420 53420	EMS SUPPLIES EMS SUPPLIES	1,704.43 400.03
Total :						2,104.46
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35 Vouchers in this report						Total vouchers : 822,375.77

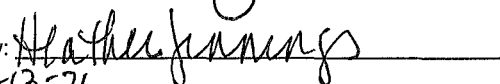
Prepared by: 
Date: 8-4-2021

Approved by: 
Date: 8-4-2021

Bank code : ubgen


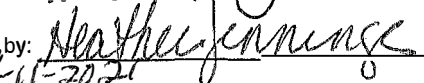
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11935	8/11/2021	10955 DEPARTMENT OF THE TREASURY	August 21 Retirees PPE 08/04/21		FEDERAL WITHHOLDING TAX: FED WITHHOLD & MEDICARE	211.00 107,399.31
Total :						107,610.31
1 Vouchers for bank code : ubgen						Bank total : 107,610.31
1 Vouchers in this report						Total vouchers : 107,610.31

Prepared by: 
Date: 8-13-21

Approved by: 
Date: 8-13-21

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128195	8/11/2021	12903 AMERICAN FIDELITY ASSURANCE CO	6009732		FLEXIBLE SPENDING ACCOUNT	2,440.76
					Total :	2,440.76
128196	8/11/2021	10208 ANTHEM EAP	80797		EMPLOYEE ASSISTANCE PROGRAM	279.72
					Total :	279.72
128197	8/11/2021	10334 CHLIC	2864274		HEALTH/DENTAL INSURANCE	208,925.24
					Total :	208,925.24
128198	8/11/2021	10785 RELIANCE STANDARD LIFE	August 21		VOLUNTARY LIFE INSURANCE	657.67
					Total :	657.67
128199	8/11/2021	10424 SANTEE FIREFIGHTERS	PPE 08/04/21		DUES/PEC/BENEVOLENT/BC EXP	3,087.54
					Total :	3,087.54
128200	8/11/2021	10776 STATE OF CALIFORNIA	PPE 08/04/21		WITHHOLDING ORDER	308.30
					Total :	308.30
128201	8/11/2021	10001 US BANK	PPE 08/04/21		PARS RETIREMENT	1,040.42
					Total :	1,040.42
7 Vouchers for bank code : ubgen						Bank total : 216,739.65
7 Vouchers in this report						Total vouchers : 216,739.65

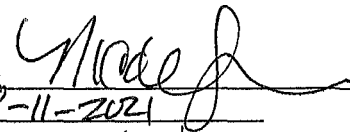
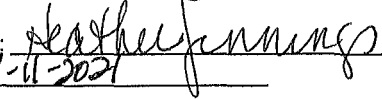
Prepared by: 
 Date: 8-11-2021
 Approved by: 
 Date: 8-11-2021

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128202	8/11/2021	10693 BOYS & GIRLS CLUB OF EAST	2	53277	CDBG SUBRECIPIENT - CV RESPO	5,000.00
					Total :	5,000.00
128203	8/11/2021	10142 CSA SAN DIEGO COUNTY	718	53215	CDBG SURECIPIENT	3,278.77
					Total :	3,278.77
128204	8/11/2021	10363 DIAMONDBACK FIRE & RESCUE, INC	25344	53374	SCBA MASKS	1,976.05
					Total :	1,976.05
128205	8/11/2021	10348 EAST COUNTY	0802021	53236	MAP ADMINISTRATION	3,500.00
					Total :	3,500.00
128206	8/11/2021	10848 GARLOW, JOHN	03302021		TUITION REIMBURSEMENT	20.00
					Total :	20.00
128207	8/11/2021	13848 HMS CONSTRUCTION, INC.	4 4R	53237	SCHOOL AREA STREETLIGHT PRO RETENTION	41,249.72 -2,062.48
					Total :	39,187.24
128208	8/11/2021	14166 INTERFAITH SHELTER NETWORK	Sant2102	53299	CDBG-CV RENTAL ASSISTANCE	18,161.41
					Total :	18,161.41
128209	8/11/2021	14293 ITS PLUS, INC	ITSP-I080521-R1		VIDEO DETECTION CAMERA SYSTI	3,431.84
					Total :	3,431.84
128210	8/11/2021	10982 MATSUSHITA, JUSTIN	05102021		TUITION REIMBURSEMENT	257.73
					Total :	257.73
128211	8/11/2021	10527 MOYNEUR, KYLE	03062021		TUITION REIMBURSEMENT	257.73
					Total :	257.73
128212	8/11/2021	10095 RASA	5515	53221	MAP CHECK	330.00
					Total :	330.00
128213	8/11/2021	10791 RECON ENVIRONMENTAL INC	63910 64034 64172	53341 53341 53341	SANTEE GP AMEND & ZONE CHAN SANTEE GP AMEND & ZONE CHAN SANTEE GP AMEND & ZONE CHAN	15,186.50 11,111.20 29,213.14

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128213	8/11/2021	10791 10791 RECON ENVIRONMENTAL INC	(Continued)			Total : 55,510.84
128214	8/11/2021	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF 2021/06		LAW ENFORCEMENT JUN 2021	1,332,570.45 Total : 1,332,570.45
128215	8/11/2021	11594 SAN DIEGO METROPOLITAN TRANSIT	1800014296		CUYAMACA STREET RIGHT TURN F	5,917.94 Total : 5,917.94
128216	8/11/2021	10107 SANTEE MINISTERIAL COUNCIL	2020-21 RENT	53231	CDBG SUBRECIPIENT	1,950.00 Total : 1,950.00
128217	8/11/2021	10837 SOUTHWEST TRAFFIC SIGNAL	81112 81114 81115 81116 81117	53159 53159 53159 53159 53159	TRAFFIC SIGNAL SERVICE CALLS USA MARKOUTS REMOVE OH SIGNS ON MAST CONFLICT MONITORS PURCHASE BBS CABINET AT CUYAMACA-TCP	12,173.65 240.00 3,890.00 7,195.17 5,098.53 Total : 28,597.35
128218	8/11/2021	14240 SPICER CONSULTING GROUP	0838	53327	ASSESSMENT ENG & CFD ADMIN S	2,229.17 Total : 2,229.17
128219	8/11/2021	14187 SUPERIOR CLEANING	Q-18911	53388	PRESSURE WASHER	1,645.00 Total : 1,645.00
128220	8/11/2021	10136 WEST COAST ARBORISTS INC	174929	53070	URBAN FORESTRY MANAGEMENT	1,739.70 Total : 1,739.70
19 Vouchers for bank code : ubgen						Bank total : 1,505,561.22
19 Vouchers in this report						Total vouchers : 1,505,561.22

Prepared by: 
 Date: 8-11-2021
 Approved by: 
 Date: 8-11-2021

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128221	8/11/2021	10003 A & B SAW & LAWNMOWER SHOP	31988	53520	SMALL TOOL PARTS & REPAIRS	135.57
					Total :	135.57
128222	8/11/2021	13456 AGRICULTURAL PEST CONTROL	597576	53491	PEST CONTROL SERVICES	125.00
					Total :	125.00
128223	8/11/2021	10189 ATTENTION GETTERS DESIGN INC	48650	53427	VEHICLE SUPPLIES	238.15
					Total :	238.15
128224	8/11/2021	10516 AWARDS BY NAVAJO	07211105	53429	NAMETAGS	71.12
					Total :	71.12
128225	8/11/2021	10299 CARQUEST AUTO PARTS	11102-533446	53407	VEHICLE REPAIR PART	16.82
					Total :	16.82
128226	8/11/2021	10031 CDW GOVERNMENT LLC	H150185 H216431	53515 53515	STARTECH 25 FT SERIAL CABLE MODEM/ROUTER	71.24 5,492.41
					Total :	5,563.65
128227	8/11/2021	10032 CINTAS CORPORATION #694	4090541573	53483	UNIFORM/PARTS CLEANER RNTL	62.48
					Total :	62.48
128228	8/11/2021	10333 COX COMMUNICATIONS	001 3110 038997401 038997401-AUG21		10601 N MAGNOLIA-SANTEE TV 10601 N MAGNOLIA AVE	159.75 107.52
					Total :	267.27
128229	8/11/2021	10826 ECCENTRIC INTERNATIONAL CHEFS	07192021-MAP	53484	REVISED MAP GRANT - ECCENTRI	3,143.00
					Total :	3,143.00
128230	8/11/2021	13869 FOREVER HAIR & NAILS INC	MAP 08042021	53479	MAP GRANT FOR FOREVER HAIR /	3,186.00
					Total :	3,186.00
128231	8/11/2021	10066 GLOBALSTAR USA LLC	000000018107983		SATELLITE PHONE SERVICE	94.84
					Total :	94.84
128232	8/11/2021	10256 HOME DEPOT CREDIT SERVICES	0162997 6974949	53410 53410	EQUIPMENT REPAIR STATION SUPPLIES	17.18 74.07

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128232	8/11/2021	10256	10256 HOME DEPOT CREDIT SERVICES (Continued)			Total : 91.25
128233	8/11/2021	11550 HUISMAN, AARON	080721-DIXIE 080721-PEAK		DIXIE FIRE PEAK FIRE	806.00 89.98 Total : 895.98
128234	8/11/2021	11807 IMPERIAL SPRINKLER SUPPLY	4751661-00 4753482-00	53448 53448	IRRIGATION SUPPLIES IRRIGATION SUPPLIES	90.64 181.77 Total : 272.41
128235	8/11/2021	10675 INTERNATIONAL ASSOCIATION OF	131473		ANNUAL MEMBERSHIP DUES	919.00 Total : 919.00
128236	8/11/2021	13851 LAWSON PRODUCTS, INC	9308631277	53411	SHOP SUPPLIES	321.28 Total : 321.28
128237	8/11/2021	10079 MEDICO HEALTHCARE LINEN	20432866 20432868 20436607 20436609 20440399 20440401	53546 53546 53546 53546 53546 53546	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.62 13.01 20.62 13.01 20.62 13.01 Total : 100.89
128238	8/11/2021	10507 MITEL LEASING	903269632 903269660 903269708 903269711		MONTHLY RENTAL 122670 MONTHLY RENTAL 124690 MONTHLY RENTAL 130737 MONTHLY RENTAL 131413	2,464.37 414.35 364.38 351.94 Total : 3,595.04
128239	8/11/2021	14311 MOHAWK LIFTS LLC	54730	53496	HEAVY DUTY AUTO LIFT	10,445.80 Total : 10,445.80
128240	8/11/2021	10308 O'REILLY AUTO PARTS	2968-424153 2968-425930	53458 53458	VEHICLE SUPPLIES VEHICLE REPAIR PART	86.16 5.78 Total : 91.94
128241	8/11/2021	12062 PURETEC INDUSTRIAL WATER	1899797	53558	DEIONIZED WATER SERVICE	38.29

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128241	8/11/2021	12062 PURETEC INDUSTRIAL WATER	(Continued) 1903043		DEIONIZED WATER SERVICE	109.38
					Total :	147.67
128242	8/11/2021	13455 ROTO-ROOTER	13361	53499	90 DAY EXT - PLUMBING	762.50
			13431	53499	90 DAY EXT - PLUMBING	155.00
					Total :	917.50
128243	8/11/2021	13171 SC COMMERCIAL, LLC	1914857-IN	53480	DELIVERED FUEL	483.45
			1915901-IN	53480	DELIVERED FUEL	804.84
					Total :	1,288.29
128244	8/11/2021	13554 SC FUELS	0419401-DEF	53488	DIESEL EXHAUST FLUID (DEF)	8.46
			0419401-F	53481	FLEET CARD FUELING	2,308.92
					Total :	2,317.38
128245	8/11/2021	13047 SITEIMPROVE, INC	US-3573	53534	WEB SITE QUALITY CONTROL	4,775.00
					Total :	4,775.00
128246	8/11/2021	13162 SOCAL PPE	3274	53509	TURNOUT INSPECTION & MAINTEN	112.00
					Total :	112.00
128247	8/11/2021	10217 STAPLES ADVANTAGE	3482069339	53467	OFFICE SUPPLIES CSD	63.63
			3482069340	53513	OFFICE SUPPLIES-FINANCE	647.78
					Total :	711.41
128248	8/11/2021	10119 STEVEN SMITH LANDSCAPE INC	47445	53417	AREA 1 LANDSCAPE SERVICES	8,419.00
			47457	53417	AREA 1 LANDSCAPE SERVICES	9,640.00
			47458	53502	JULY 2021 EXTRA WORK AREA 3 L/	855.00
			47459	53418	AREA 2 LANDSCAPE SERVICES	135.00
					Total :	19,049.00
128249	8/11/2021	10250 THE EAST COUNTY	00108200		ADVERTISING FOR PLUMBING RFE	388.50
					Total :	388.50
128250	8/11/2021	12480 UNITED SITE SERVICES	114-12185185	53419	PORTABLE TOILETS	58.00
			114-12198170	53419	PORTABLE TOILETS & TEMP FENC	58.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128250	8/11/2021	12480 12480 UNITED SITE SERVICES	(Continued)			Total : 116.00
128251	8/11/2021	11194 USAFACT INC	1072438		BACKGROUND CHECK	37.04
						Total : 37.04
128252	8/11/2021	12888 VINYARD DOORS	103762	53549	APPARATUS GATE/DOOR REPAIRS	450.82
						Total : 450.82
128253	8/11/2021	10136 WEST COAST ARBORISTS INC	174919	53503	URBAN FORESTRY MANAGEMENT	6,888.60
						Total : 6,888.60
33 Vouchers for bank code : ubgen						Bank total : 66,836.70
33 Vouchers in this report						Total vouchers : 66,836.70

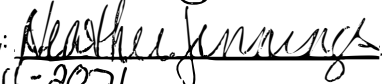
Prepared by: 
Date: 8-11-2021

Approved by: 
Date: 8-11-21

Bank code : ubgen

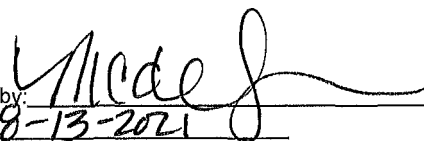

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
985	8/13/2021	10401 US BANK TRUST	1809671		DEBT SERVICE CFD 2017	333,680.87
Total :						333,680.87
1 Vouchers for bank code : ubgen						Bank total : 333,680.87
1 Vouchers in this report						Total vouchers : 333,680.87

Prepared by: 
Date: 8-11-2021

Approved by: 
Date: 8-11-2021

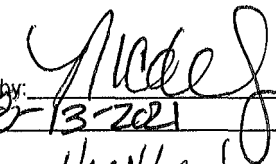

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12032	8/16/2021	10956 FRANCHISE TAX BOARD	August 21 Retirees PPE 08/04/21		CA STATE TAX WITHHELD CA STATE TAX WITHHELD	46.00 36,297.68
					Total :	36,343.68
586413	8/16/2021	10959 VANTAGE TRANSFER AGENT/457	PPE 08/04/21		ICMA - 457	37,822.31
					Total :	37,822.31
586422	8/16/2021	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 08/04/21		RETIREE HSA	4,716.28
					Total :	4,716.28
3 Vouchers for bank code : ubgen						Bank total : 78,882.27
3 Vouchers in this report						Total vouchers : 78,882.27

Prepared by: 
Date: 8-13-2021
Approved by: 
Date: 8-13-21

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8213	8/17/2021	10353 PERS	08 21 3		RETIREMENT PAYMENT	122,157.26
Total :						122,157.26
1 Vouchers for bank code : ubgen						Bank total : 122,157.26
1 Vouchers in this report						Total vouchers : 122,157.26


Prepared by: 
Date: 8-13-2021
Approved by: 
Date: 8-13-21

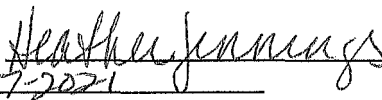
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
989	8/17/2021	10482 TRISTAR RISK MANAGEMENT	113464		WORKERS' COMPENSATION	24,652.30
					Total :	24,652.30
					Bank total :	24,652.30
					Total vouchers :	24,652.30

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Prepared by: 
Date: 8-17-2021

Approved by: 
Date: 8-17-2021

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128254	8/17/2021	10001 US BANK	00000025		LUNCH FOR DEI MEETING	50.07
			015254		PROFESSIONAL DEVELOPMENT	120.00
			0168541		UNIFORM BADGE	137.89
			021391		DAY CAMP ACTIVITY SUPPLIES	10.18
			0302611		PARKS - FAUCET LOCKS	169.24
			040790		OFFICE SUPPLIES	106.10
			041699		PROFESSIONAL DEVELOPMENT	12.98
			04810		CITY HALL - PAINT & REPAIR SUPP	65.29
			0493020		SHOP SUPPLIES	100.17
			053 3 1078 3191		RIVER FIRE	25.57
			06242021		POSTAGE FEE	31.80
			062496		MEETING SUPPLIES	36.63
			06252021		POSTAGE FEES	31.80
			062521		DISPOSAL SERVICES	231.00
			068746		DAY CAMP ACTIVITY SUPPLIES	95.66
			07012021		WELLNESS KICK-OFF SUPPLIES	367.16
			07162021		MEETING REFRESHMENTS	87.80
			07212021		CALPELRA CONFERENCE	1,090.00
			08040		PARKS - HOSE FITTINGS	33.01
			082074		DAY CAMP ACTIVITY SUPPLIES	61.54
			1018		ANNUAL MEMBERSHIP DUES	55.00
			10181		MEETING SUPPLIES	26.26
			10615		DAY CAMP SUPPLIES	48.46
			1077410		MEMBERSHIP	120.00
			1107016875		ENR SUBSCRIPTION RENEWAL	108.00
			111-5037830-2365020		FRIENDSHIP GARDEN SUPPLIES	11.84
			112-1385462-8220205		VEHICLE SUPPLIES	18.31
			112-4683244-2510666		SMALL EQUIPMENT	140.98
			112-4920470-0197063		STATION SUPPLIES	12.90
			112-5804891-7944260		EQUIPMENT SUPPLIES	61.25
			113-0128935-1217803		EQUIPMENT SUPPLIES	68.89
			114-3642369-3264250		SAFETY EQUIPMENT	183.20
			114-9174121-0392200		STATION SUPPLIES	9.47
			1175251		EQUIPMENT REPAIR PARTS	17.45
			1187524		LEAGUE ANNUAL CONFERENCE	242.44
			1208454022		ONLINE MEETING SERVICES	30.00

Bank code : ubgen

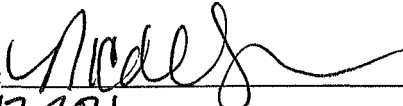
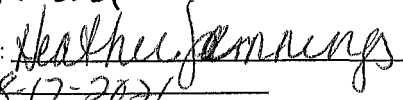
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128254	8/17/2021	10001 US BANK	(Continued)			
			1208475827		ONLINE MEETING SOFTWARE	129.35
			1208479939		ONLINE MEETING SOFTWARE	129.35
			12205		DAY CAMP SUPPLIES	32.30
			155030		MEMBERSHIP RENEWAL	150.00
			1603		ANNUAL MEMBERSHIP DUES	50.00
			1897 4 57 8518		ASSESSMENT WORKSHOP	29.24
			1998501494		DAY CAMP FOOD	48.75
			2021		ADOBE LICENSE	79.49
			215		LEAGUE ANNUAL CONFERENCE	550.00
			2175328		GFOA MEMBERSHIP RENEWAL	595.00
			2220		GENERAL SPECIAL EVENTS	733.00
			2253		MEETING SUPPLIES	22.53
			24875		PAINT AND SUPPLIES	238.16
			24883		PARKS - PAINT	46.04
			291476		SANTEE SALUTES	77.45
			315		LEAGUE ANNUAL CONFERENCE	25.00
			3211864001		ONLINE MEETING SERVICE	88.85
			3399424		ENGINEERING SUPPLIES	53.99
			33BBAC3		MEMBERSHIP RENEWAL FEES	130.00
			37337		PARKS - DOG WASTE BAGS	146.28
			374339802		RIVER FIRE	46.34
			3808		DAY CAMP SUPPLIES	49.55
			38426		FOUNTAIN SUPPLIES	226.23
			403 7 231 16		STATION SUPPLIES	677.68
			40690949		SUBSCRIPTION	900.00
			416		LEAGUE ANNUAL CONFERENCE	112.07
			475573		SOCCER NET REPLACEMENT	185.94
			485		DAY CAMP SUPPLIES	20.64
			48615		DRINKING FOUNTAIN REPAIR	29.09
			49537130		STAFF FOOD	29.27
			50820		SANTEETV SUPPLIES	18.63
			525862		CREDIT ON ACCOUNT	-641.99
			52874		SANTEETV SUPPLIES	32.07
			5337		SENIOR PROGRAM SUPPLIES	48.20
			5482		DIXIE FIRE	50.00
			5504201		CITY HALL - BLINDS REPLACEMEN	82.22

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128254	8/17/2021	10001 US BANK	(Continued)			
			59103		EQUIPMENT PARTS	453.08
			600		LEAGUE ANNUAL CONFERENCE	25.00
			600029		SANTEE SALUTES	54.33
			6761800		OFFICE SUPPLIES	240.80
			6797839		OFFICE SUPPLIES	113.46
			7027442		NETWORK HUB/SWITCH	150.80
			7209		INTERVIEW PANEL LUNCH	90.06
			726388		ASSESSMENT WORKSHOP	35.90
			7266646		OFFICE SUPPLIES	17.75
			7600254		OFFICE SUPPLIES	9.26
			7617836		PARKS - HAND SOAP	268.92
			782021		DAY CAMP FOOD	103.68
			7935334		MEETING REGISTRATION	30.00
			8000		DAY CAMP SUPPLIES	6.45
			80073		GENERAL SPECIAL EVENTS	965.00
			80202		DAY CAMP SUPPLIES	34.02
			8026478		PARK TABLES -PAINT	97.00
			8097		DAY CAMP SUPPLIES	106.31
			81440		SANTEE TV EQUIPMENT	108.24
			8197070		SANTEE SALUTES	60.00
			8281		DAY CAMP SUPPLIES	45.71
			847095		ASSESSMENT WORKSHOP	21.58
			8498617		FIELD SUPPLIES	38.22
			8498617-A		FIELD SUPPLIES	38.22
			8769		GENERAL SPECIAL EVENTS	738.50
			886882634		SMALL EQUIPMENT	138.98
			8888253		OFFICE SUPPLIES	45.74
			9040795		RIVER FIRE	45.46
			9054		DAY CAMP SUPPLIES	13.58
			9062271		DIXIE FIRE	47.25
			9078306		RIVER FIRE	59.34
			94163		STEEL CABLE	38.79
			99675		RIVER FIRE	83.86
			AVR/48871263		SOFTWARE RENEWAL	687.50
			B2485629		EMPLOYEE RECOGNITION	146.53
			E/5108401		RIVER FIRE	133.74

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128254	8/17/2021	10001 US BANK	(Continued)			
			E800		PROFESSIONAL DEVELOPMENT	17.76
			F530496		CREDIT (PRINTER RETURN)	-331.71
			G49C		SANTEE SALUTES	59.04
			G766043		PLOTTER PRINTER HEADS	423.57
			M66213		PARKS - FIXTURE LOCKS	67.28
					Total :	14,768.06
1 Vouchers for bank code : ubgen						Bank total : 14,768.06
1 Vouchers in this report						Total vouchers : 14,768.06

Prepared by: 
Date: 8-17-2021
Approved by: 
Date: 8-17-2021

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128255	8/18/2021	12701 AMERICAN RADIO INC	ST108312		RADIO & MDC REPAIRS	2,833.67
					Total :	2,833.67
128256	8/18/2021	14334 MORENO, JENNIFER	Ref000073030		CORRECTED LICENSE TYPE REFU	41.00
					Total :	41.00
128257	8/18/2021	10486 COUNTY OF SAN DIEGO	202100533		RECORDED DOC FEES	67.00
					Total :	67.00
128258	8/18/2021	10040 COUNTYWIDE MECHANICAL SYSTEMS	42634	53042	HVAC MAINT & REPAIRS	2,711.00
					Total :	2,711.00
128259	8/18/2021	11017 DIVISION OF THE STATE	AB1379 APR -JUNE2020		AB1379 APR - JUNE 2020	0.30
			AB1379 APR-JUN 2020		AB1379 APR - JUNE 2020	164.00
			AB1379 APR-JUNE 2021		AB1379 APR - JUNE 2021	200.80
			AB1379 JAN-MAR 2020		AB1379 JAN - MAR 2020	338.40
			AB1379 JAN-MAR 2021		AB1379 JAN-MAR 2021	374.40
			AB1379 JUL-SEP 2020		AB1379 JUL-SEPT 2020	196.80
			AB1379 OCT-DEC 2020		AB1379 OCT - DEC 2020	331.20
					Total :	1,605.90
128260	8/18/2021	10065 GLOBAL POWER GROUP INC	75307	53067	ELECTRICAL REPAIRS & MAINT	812.59
			75858	53067	ELECTRICAL REPAIRS & MAINT	2,490.00
			75859	53067	ELECTRICAL REPAIRS & MAINT	1,400.00
					Total :	4,702.59
128261	8/18/2021	11196 HD SUPPLY FACILITIES	9190653567		FOUNTAIN SUPPLIES	301.95
					Total :	301.95
128262	8/18/2021	11196 HD SUPPLY FACILITIES	9191270887		FOUNTAIN SUPPLIES	104.35
					Total :	104.35
128263	8/18/2021	11807 IMPERIAL SPRINKLER SUPPLY	4714860-00	53185	IRRIGATION SUPPLIES	180.45
			4721395-00	53185	IRRIGATION SUPPLIES	479.73
					Total :	660.18
128264	8/18/2021	10204 LIFE ASSIST INC	1103895	53011	EMS SUPPLIES	420.23

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128264	8/18/2021	10204 LIFE ASSIST INC	(Continued) 1108854	53011	EMS SUPPLIES ORDER CREDIT	-118.96
					Total :	301.27
128265	8/18/2021	10095 RASA	5537	53221	MAP CHECK	605.00
					Total :	605.00
128266	8/18/2021	12994 RINCON CONSULTANTS, INC	31054 32662	53293 53293	SANTEE CAPDASH & IMPLEMENT SANTEE CAPDASH & IMPLEMENT	1,121.25 8,215.00
					Total :	9,336.25
128267	8/18/2021	14284 SDI PRESENCE LLC	6956	53387	SANTEE LMS PROCUREMENT	9,100.00
					Total :	9,100.00
128268	8/18/2021	10119 STEVEN SMITH LANDSCAPE INC	46552-0516 46915 46917-0516	53044 53068 53068	AREA 2 LANDSCAPE SERVICES AREA 3 LANDSCAPE SERVICES AREA 3 LANDSCAPE SERVICES	9,000.00 980.00 960.00
					Total :	10,940.00
128269	8/18/2021	10165 TRAD AM ENTERPRISES INC	422		INSTRUCTOR PAYMENT	288.00
					Total :	288.00
128270	8/18/2021	10715 VERONICA TAM & ASSOCIATES INC	2868	52923	HOUSING ELEMENT	31,083.00
					Total :	31,083.00
128271	8/18/2021	10136 WEST COAST ARBORISTS INC	173707	53070	URBAN FORESTRY MANAGEMENT	1,340.00
					Total :	1,340.00
17 Vouchers for bank code : ubgen						Bank total : 76,021.16
17 Vouchers in this report						Total vouchers : 76,021.16

Prepared by: *Michele J*
 Date: 8-18-2021
 Approved by: *Heather Jennings*
 Date: 8-18-21

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128272	8/18/2021	13456 AGRICULTURAL PEST CONTROL	596031 597940	53491 53491	PEST CONTROL SERVICES PEST CONTROL SERVICES	595.00 50.00 Total : 645.00
128273	8/18/2021	10412 AT&T	000016789755		TELEPHONE	814.79 Total : 814.79
128274	8/18/2021	10299 CARQUEST AUTO PARTS	11102-533610 11102-533791	53407 53407	VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS	289.45 280.64 Total : 570.09
128275	8/18/2021	10031 CDW GOVERNMENT LLC	H237188	53515	WIRELESS ANTENNA AND CABLE	1,510.55 Total : 1,510.55
128276	8/18/2021	12349 CHOICE LOCKSMITHING	072721COS	53521	LOCKSMITH SERVICES	96.98 Total : 96.98
128277	8/18/2021	10032 CINTAS CORPORATION #694	4091197672	53483	UNIFORM/PARTS CLEANER RNTL	62.48 Total : 62.48
128278	8/18/2021	12328 CINTAS CORP. #2	5068840894 5069581560	53557 53557	FIRST-AID KIT SERVICE FIRST-AID KIT SERVICE	208.19 62.50 Total : 270.69
128279	8/18/2021	10039 COUNTY MOTOR PARTS COMPANY INC	531198	53435	SHOP SUPPLIES	195.82 Total : 195.82
128280	8/18/2021	10171 COUNTY OF SAN DIEGO AUDITOR &	07/2021 AGENCY REV 07/2021 DMV REVENUE 07/2021 PHOENIX REV		07/21 AGENCY PARK CITE REPT 07/21 DMV PARK CITE REPT 07/21 PHOENIX CITE REV REPT	213.50 237.50 1,268.25 Total : 1,719.25
128281	8/18/2021	10040 COUNTYWIDE MECHANICAL SYSTEMS	42680	53436	HVAC MAINT & REPAIRS	391.19 Total : 391.19
128282	8/18/2021	10333 COX COMMUNICATIONS	094486701-AUG 2021		CITY HALL GROUP BILL	3,249.61

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128282	8/18/2021	10333 10333 COX COMMUNICATIONS	(Continued)			Total : 3,249.61
128283	8/18/2021	10196 FIRE PREVENTION SERVICES INC	08172021		WEED ABATEMENT	4,840.66
						Total : 4,840.66
128284	8/18/2021	14233 FLEETIO	INV-3369	53561	SOFTWARE SUBSCRIPTION	5,821.20
						Total : 5,821.20
128285	8/18/2021	14258 FLOW N CONTROL INC	205583	53350	SKY RANCH PARK IRRIGATION PUI	19,942.82
						Total : 19,942.82
128286	8/18/2021	10065 GLOBAL POWER GROUP INC	75801 76042 76277 76303	53445 53445 53495 53495	ELECTRICAL REPAIRS & MAINT ELECTRICAL REPAIRS & MAINT GENERATOR MAINT & REPAIRS GENERATOR MAINT & REPAIRS	577.40 669.43 140.00 455.00
						Total : 1,841.83
128287	8/18/2021	12306 GRAY, BRANDON	072121		SALT & BECKWOURTH FIRES	432.27
						Total : 432.27
128288	8/18/2021	11196 HD SUPPLY FACILITIES	9193675251 9193817576	53409 53409	STATION SUPPLIES STATION SUPPLIES	355.96 38.40
						Total : 394.36
128289	8/18/2021	10203 LAKESIDE EQUIPMENT SALES &	222528	53526	EQUIPMENT RENTAL	219.81
						Total : 219.81
128290	8/18/2021	14341 LANDRESS, TODD	21STE-00921		PERMIT REFUND	183.73
						Total : 183.73
128291	8/18/2021	13851 LAWSON PRODUCTS, INC	9308646652	53411	SHOP SUPPLIES	1.83
						Total : 1.83
128292	8/18/2021	10204 LIFE ASSIST INC	1118590 1119543 1120159	53477 53477 53477	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	158.70 128.62 144.98
						Total : 432.30

Bank code : ubgen

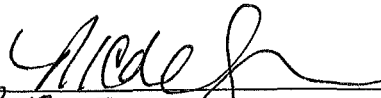
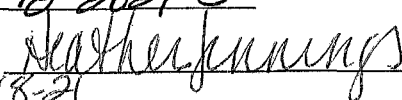
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128293	8/18/2021	10079 MEDICO HEALTHCARE LINEN	20444160	53546	MEDICAL LINEN SERVICE	20.62
			20444162	53546	MEDICAL LINEN SERVICE	13.01
					Total :	33.63
128294	8/18/2021	10083 MUNICIPAL EMERGENCY SERVICES	IN1602428	53455	FIRE FIGHTING SUPPLIES	649.19
					Total :	649.19
128295	8/18/2021	10308 O'REILLYAUTO PARTS	2968-426666	53458	VEHICLE SUPPLIES	14.00
			2968-427253	53458	VEHICLE REPAIR PARTS	304.70
					Total :	318.70
128296	8/18/2021	10344 PADRE DAM MUNICIPAL WATER DIST	29700016-AUG 2021		CONSTRUCTION METER	239.37
			90000366 -AUG 2021		GROUP BILL	55,325.08
					Total :	55,564.45
128297	8/18/2021	11888 PENSKE FORD	10358644	53486	VEHICLE REPAIR PART	29.48
					Total :	29.48
128298	8/18/2021	10932 PERRY ELECTRIC	1319-1	53562	TRAFFIC SIGNAL VISIBILITY PROJE	44,740.00
			1319-1R		RETENTION	-2,237.00
					Total :	42,503.00
128299	8/18/2021	13455 ROTO-ROOTER	13447	53499	90 DAY EXT - PLUMBING	334.05
					Total :	334.05
128300	8/18/2021	13171 SC COMMERCIAL, LLC	1918829-IN	53480	DELIVERED FUEL	760.41
			1921897-IN	53480	DELIVERED FUEL	81.47
			1922107-IN	53480	DELIVERED FUEL	514.18
					Total :	1,356.06
128301	8/18/2021	13554 SC FUELS	0420300-DEF	53488	DIESEL EXHAUST FLUID	12.92
			0420300-F	53481	DELIVERED FUEL	1,776.33
					Total :	1,789.25
128302	8/18/2021	10110 SECTRAN SECURITY INC	21080475	53532	ARMORED CAR TRANSPORT SVC	141.67
					Total :	141.67
128303	8/18/2021	13206 SHARP BUSINESS SYSTEMS	9003373363	53579	SHARP MAINT/COPIES	1,145.89

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128303	8/18/2021	13206 13206 SHARP BUSINESS SYSTEMS	(Continued)			Total : 1,145.89
128304	8/18/2021	11072 SHOW STOPPER WAX PRODUCTS	5980	53465	VEHICLE SUPPLIES	137.92
						Total : 137.92
128305	8/18/2021	10314 SOUTH COAST EMERGENCY VEHICLE	504636	53501	VEHICLE REPAIR PART	591.71
						Total : 591.71
128306	8/18/2021	10217 STAPLES ADVANTAGE	3482528675	53467	OFFICE SUPPLIES CSD	87.16
						Total : 87.16
128307	8/18/2021	14340 TEAM C CONSTRUCTION	GRD1306S		REFUNDABLE DEPOSITS	5,000.00
						Total : 5,000.00
128308	8/18/2021	10250 THE EAST COUNTY	00108241		RFP - CITYWIDE PAVEMENT REPOI	56.00
						Total : 56.00
128309	8/18/2021	12480 UNITED SITE SERVICES	114-12224942	53419	PORTABLE TOILETS	290.93
			114-12225921	53419	PORTABLE TOILETS, TEMP FENCE	159.79
			114-12226468	53419	PORTABLE TOILETS, TEMP FENCE	58.00
						Total : 508.72
128310	8/18/2021	11194 USAFACT INC	1073132		BACKGROUND CHECK	18.52
						Total : 18.52
128311	8/18/2021	10642 USPS-POC	08082021		POSTAGE REIMBURSEMENT	2,476.70
						Total : 2,476.70
128312	8/18/2021	10136 WEST COAST ARBORISTS INC	174962	53503	URBAN FORESTRY MGMNT SVCS	17,159.20
						Total : 17,159.20
41 Vouchers for bank code : ubgen						Bank total : 173,538.56
41 Vouchers in this report						Total vouchers : 173,538.56

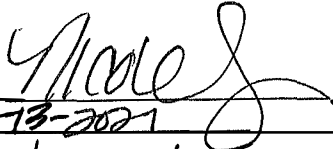
Bank code : ubgen


<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by: 
Date: 8-18-2021
Approved by: 
Date: 8-18-21

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2022081921	8/19/2021	10429 CALPERS	100000016511578		GASB 68 REPORTS & SCHEDULES	2,100.00
Total :						2,100.00
1 Vouchers for bank code : ubgen						Bank total : 2,100.00
1 Vouchers in this report						Total vouchers : 2,100.00

Prepared by: 
Date: 8-13-2021

Approved by: 
Date: 8-13-2021

MEETING DATE August 25, 2021

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$81,870.89 FOR JULY 2021 LEGAL SERVICES AND REIMBURSABLE COSTS

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

SUMMARY

Legal services invoices proposed for payment for the month of July 2021 total \$81,870.89 as follows:

1) General Retainer Services	\$ 15,743.00
2) Labor & Employment	1,628.10
3) Litigation & Claims	13,714.45
4) Special Projects - General Fund	33,301.56
5) Special Projects – Other Funds	267.30
6) Third-Party Reimbursable Projects	<u>17,216.48</u>
Total	<u>\$ 81,870.89</u>

FINANCIAL STATEMENT *tm*

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 796,920.00	
Revised Budget	\$ 796,920.00	
Prior Expenditures	-	
Current Request	(64,387.11)	\$ 732,532.89
Other Funds (excluding third-party reimbursable items):		
Adopted Budget	\$ 85,000.00	
Revised Budget	\$ 85,000.00	
Prior Expenditures	-	
Current Request	(267.30)	\$ 84,732.70

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Approve the expenditure of \$81,870.89 for July 2021 legal services and reimbursable costs.

ATTACHMENTS

1. Legal Services Billing Summary July 2021
2. Legal Services Billing Recap FY 2021-22



**LEGAL SERVICES BILLING SUMMARY
JULY 2021**

Attachment 1

DESCRIPTION	CURRENT AMOUNT	INVOICE NUMBER	NOTES
Retainer 1001.00.1201.51020	\$ 15,743.00 <u>15,743.00</u>	911643	
Labor & Employment: Labor & Employment 1001.00.1201.51020	 1,628.10 <u>1,628.10</u>	 911644	
Litigation & Claims: Litigation & Claims	1,142.10	911645	
Affordable Housing Coalition of San Diego County	1,144.40	911649	
Climate Action Plan (CAP) Litigation	1,701.00	911652	
Parcel 4 Litigation	6,707.70	911653	
Brooks Receivership 1001.00.1201.51020	<u>3,019.25</u> <u>13,714.45</u>	911654	
Special Projects (General Fund): Community Oriented Policing	6,042.25	911646	
CEQA Special Advice	486.00	911660	
Water Quality	2,138.40	911650	
Election Services	2,427.80	911656	
Housing Element	19,631.31	911651	
Advanced Records Center Services for PRA 1001.00.1201.51020	<u>145.80</u> <u>30,871.56</u>	911655	
Special Projects - CSA 69 (General Fund) CSA 69 Dissolution 1001.03.2203.51020	 <u>2,430.00</u>	911657	
MHFP Admin: Rent Control Commission 2901.04.4106.51020	 267.30 <u>267.30</u>	911648	
Third-Party Reimbursable: Castlerock (Weston)	3,085.58	911658	spp0801a.10.05
HomeFed Project	3,140.00	911659	spp1704a.10.05
Sharp Medical Office Building	124.80	911661	grd1314a.20.05
Verizon Small Cell Master License Agreement	150.80	911662	en20065a.20.05
Verizon (Graves Wireless Facility)	592.80	911662	mr21002a.10.05
Redevelopment of Carlton Oaks Golf Course	2,073.50	911663	cup1906a.10.05
Laurel Heights 1001.00.1201.51020	<u>8,049.00</u> <u>17,216.48</u>	911665	tm20002a.10.05
Total	 <u>\$ 81,870.89</u>		

**LEGAL SERVICES BILLING RECAP
FY 2021-22**

Attachment 2

<u>Category</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Previously Spent Year to Date</u>	<u>Available Balance</u>	<u>Current Request</u>	<u>Mo/Yr</u>	<u>Amount</u>
General Fund:							
General / Retainer	\$ 190,920.00	\$ 190,920.00	\$ -	\$ 190,920.00		Jul-21	\$ 15,743.00
Labor & Employment	60,000.00	60,000.00	-	60,000.00		Jul-21	1,628.10
Litigation & Claims	275,000.00	275,000.00	-	275,000.00		Jul-21	13,714.45
Special Projects	271,000.00	271,000.00	-	271,000.00		Jul-21	33,301.56
Total	<u>\$ 796,920.00</u>	<u>\$ 796,920.00</u>	<u>\$ -</u>	<u>\$ 796,920.00</u>			<u>\$ 64,387.11</u>
Other City Funds:							
Highway 52 Coalition	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00			\$ -
MHFP Commission	5,000.00	5,000.00	-	5,000.00		Jul-21	267.30
Capital Projects	75,000.00	75,000.00	-	75,000.00			-
Total	<u>\$ 85,000.00</u>	<u>\$ 85,000.00</u>	<u>\$ -</u>	<u>\$ 85,000.00</u>			<u>\$ 267.30</u>
Third-Party Reimbursable:							
Total			<u>\$ -</u>			Jul-21	<u>\$ 17,216.48</u>

Total Previously Spent to Date FY 2021-22	
General Fund	\$ -
Other City Funds	-
Applicant Deposits or Grants	-
Total	<u>\$ -</u>

Total Proposed for Payment	
General Fund	\$ 64,387.11
Other City Funds	267.30
Applicant Deposits or Grants	17,216.48
Total	<u>\$ 81,870.89</u>

MEETING DATE August 25, 2021

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SANTEE SENIOR RETIREMENT COMMUNITIES III, LLC (P2007-12)
LOCATION: LANTERN CREST, 8549 GRAVES AVENUE

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *JK*

SUMMARY

This item requests City Council acceptance of the public improvements constructed by Santee Senior Retirement Communities III, LLC associated with the Lantern Crest development project on Graves Avenue as required by the project conditions of approval for Conditional Use Permit P2007-12. The public improvements include curb and gutter, paving, street light, a drive-way, striping, pedestrian ramps and traffic signal modifications at Graves Avenue and Prospect Avenue. The improvements are complete and ready for acceptance and incorporation into the City maintained street system.

All improvements have been constructed in accordance with the Resolution of Approval, the accepted plans, and to the satisfaction of the Director of Development Services.

ENVIRONMENTAL REVIEW

Environmental review was conducted with the Conditional Use Permit (P2007-12).

FINANCIAL STATEMENT *HJ for TM*

Acceptance of these public improvements will result in a minor increase in City street maintenance costs.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MLB*

Adopt the attached Resolution accepting the public improvements as complete and direct the City Clerk to release ninety percent of the faithful performance bond and retain ten percent for twelve months as a warranty bond, and retain the labor and material bond for six months.

ATTACHMENT

Resolution
Aerial Map

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ACCEPTING THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SANTEE
SENIOR RETIREMENT COMMUNITIES III, LLC (P2007-12)
LOCATION: LANTERN CREST, 8549 GRAVES AVENUE**

WHEREAS, on August 27, 2008, Santee Senior Retirement Communities III, LLC obtained approval of a Conditional Use Permit for the construction of a 360-unit congregate care facility with buildings up to four stories and maximum height of 55 feet on property located at, and adjacent to 8549 Graves Avenue per City Council Resolution NO. 069-2008; and

WHEREAS, as a condition of approval, Santee Senior Retirement Communities III, LLC is required to install public improvements along Graves Avenue adjacent to their site; and

WHEREAS, on December 14, 2016 the City Council Authorized the City Manager to Execute a Right-of-Way Improvement Agreement (Improvement Agreement) to construct certain public improvements per City Council Resolution No. 117-2016; and

WHEREAS, the public improvements along Graves Avenue, have been constructed according to the Improvement Agreement, accepted plans, and to the satisfaction of the Director of Development Services.

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

SECTION 1. Environmental review was conducted with the Conditional Use Permit (P 2007-12).

SECTION 2. The public improvements constructed by Santee Senior Retirement Communities III, LLC are hereby accepted and incorporated into the City's maintained street system.

SECTION 3. The City Clerk is hereby directed to release ninety percent of the faithful performance bond and retain ten percent for twelve months as a warranty bond, and retain the labor and material bond for six months. The retained bonds shall be released upon approval of the Director of Development Services.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 25th day of August, 2021, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

JOHN W. MINTO, MAYOR

ANNETTE ORTIZ, CMC, CITY CLERK



Lantern Crest – Phase 3 Public Improvements

MEETING DATE August 25, 2021

ITEM TITLE AUTHORIZATION OF THE FIRST AMENDMENT TO THE AGREEMENT WITH BW RESEARCH PARTNERSHIP, INC. FOR PREPARATION OF A COMMUNITY SURVEY ON DIVERSITY, EQUITY AND INCLUSION

DIRECTOR/DEPARTMENT Marlene Best, City Manager

SUMMARY

On June 24, 2021, the City entered into an agreement with BW Research Partnership, Inc. to prepare a community survey on diversity, equity and inclusion at an amount not to exceed \$24,950.00. Staff recommends amending the agreement to provide for the preparation of a Spanish language version of the survey to expand community access and response at a cost of \$1,500.00, resulting in a FY 2021-22 contract amount of \$26,450.00.

FINANCIAL STATEMENT #for TM

Funding for this contract amendment is available in the adopted Fiscal Year 2021-22 City Manager Department operating budget.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION MSB

Authorize the City Manager to execute the First Amendment to the Agreement with BW Research Partnership, Inc. to increase the FY 2021-22 contract amount by \$1,500.00 to prepare a Spanish language version of the community survey on diversity, equity and inclusion.

ATTACHMENTS

None.

MEETING DATE August 25, 2021

ITEM TITLE AN URGENCY ORDINANCE OF THE CITY OF SANTEE, CALIFORNIA, ENACTING AN ESSENTIAL HOUSING PROGRAM TO BOOST HOUSING PRODUCTION AND IMPROVE HOUSING AFFORDABILITY IN ORDER TO ACHIEVE THE GOALS SET FORTH IN THE CITY'S HOUSING ELEMENT (SIXTH CYCLE: 2021-2029) AND DETERMINING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DIRECTOR/DEPARTMENT Melanie Kush, Development Services



SUMMARY

With the City Council's adoption of the Sixth Cycle Housing Element ("Element") on July 14, 2021, the City Council also acknowledged the severe housing shortfall at the State, County and local levels and its obligations to promote more housing. However, the City Council is often prevented from addressing this critical need: local opposition ("not in my backyard"), "ballot box planning", and the use of state laws to prevent the development of new housing. In consideration of the challenges faced in complying with state housing law, the City Council requested that staff develop an innovative, local solution that would maintain local control and facilitate the timely development of housing. The City Attorney has worked with staff on the Urgency Ordinance prepared for adoption. It addresses the current housing crisis by expediting and incentivizing the construction of new housing over the next five years.

The Urgency Ordinance proposes a new procedure that allows certain residential housing projects that meet specific criteria to be determined "Essential Housing Projects." Such a project would be "deemed in compliance" with the City's General Plan and therefore not subject to General Plan and Zone Base District Amendments in order to move forward with entitlements. Such a project would still remain subject to all other discretionary permit requirements and compliance with the California Environmental Quality Act (CEQA). The determination as to whether a project qualifies as an Essential Housing Project would be a ministerial one made by the Director of Development Services based on objective criteria set forth in a Checklist. The City Council would maintain full police power and authority over all other discretionary decisions through normal processes. The Staff Report provides further details.

An urgency ordinance requires a four-fifths vote of the City Council to be adopted. If adopted, it becomes effective immediately.

ENVIRONMENTAL REVIEW

This Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(a), CEQA Guidelines section 15378(b)(2), and CEQA Guidelines section 15061(b)(3).



#. for JM
FINANCIAL STATEMENT Staff time associated with this item is supported by the General Fund. If the Urgency Ordinance is adopted, the cost of processing Essential Housing Project Applications would be covered by applicant deposits/full cost recovery.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

1. Receive Staff Report; and
2. Adopt Urgency Ordinance; and
3. Direct the City Clerk to file the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(a), CEQA Guidelines section 15378(b)(2), and CEQA Guidelines section 15061(b)(3).

ATTACHMENTS

Staff Report

Urgency Ordinance with Exhibit "A" – Essential Housing Project Application (with Attachments 1 and 2)

STAFF REPORT

AN URGENCY ORDINANCE OF THE CITY OF SANTEE, CALIFORNIA, ENACTING AN ESSENTIAL HOUSING PROGRAM TO BOOST HOUSING PRODUCTION AND IMPROVE HOUSING AFFORDABILITY IN ORDER TO ACHIEVE THE GOALS SET FORTH IN THE CITY'S HOUSING ELEMENT (SIXTH CYCLE: 2021-2029) AND DETERMINING THE ORDINANCE EXMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**CITY COUNCIL MEETING
AUGUST 25, 2021**

A. INTRODUCTION

With the City Council's adoption of the Sixth Cycle Housing Element ("Element") on July 14, 2021, the City Council also acknowledged the severe housing shortfall at the State, County and local levels and its obligations to promote more housing. However, the City Council is often prevented from addressing this critical need: local opposition ("not in my backyard"), "ballot box planning", and the application of state laws can all prevent the development of new housing. In consideration of the challenges faced in complying with state housing law, the City Council requested that staff develop an innovative, local solution that would maintain local control and facilitate the timely development of housing. The City Attorney has worked with staff on this Urgency Ordinance presented for Council's consideration. The Urgency Ordinance creates an "Essential Housing Program" to address the current housing crisis by expediting and incentivizing the construction of new housing over the next five years.

The Ordinance is drafted as an Urgency Ordinance in order to address the current and immediate threat to the public health, safety, and welfare created by the housing crisis that exists at the State, County and local levels. In order to be adopted, the Urgency Ordinance must be approved by a four-fifths vote of the Council. (Gov. Code § 36937(b).) If adopted, it takes effect immediately.

B. HOUSING ELEMENT GOALS

The overarching goal of the Housing Element is to ensure that decent, safe housing is available at a cost that is affordable to all current and future residents, maintain a reasonable balance between rental and ownership housing opportunities and to encourage a variety of individual choices of tenure, type, and location of housing throughout the community.

The Housing Plan (Section 5 of the Housing Element) contains the quantified (numerical) objectives for housing construction. During the next 8 years the City must provide land for the construction of 1,219 dwelling units in a variety of housing types for all income

levels. Of this number roughly half are expected to be affordable to lower-income households, and the Housing Element Sites Inventory identifies such sites with appropriate rezoning to a higher density range (30 to 36 dwelling units per acre).

Another objective is the removal of constraints to the maintenance, improvement, and development of housing. Shortening the length of time it takes to obtain project approval is one way to achieve this. The Urgency Ordinance will provide certain processing timeframes for projects that are determined to be “Essential Housing Projects”, and applicants may elect to move forward soon after Ordinance adoption, rather than wait for Housing Element Program 9 implementation (Rezoning of parcels for multiple-family residential use).

C. ESSENTIAL HOUSING PROGRAM – APPLICATION, GUIDE AND CHECKLIST

The Essential Housing Program creates a process by which a Housing Development Project may be certified by the Director of Development Services (“Director”) as an “Essential Housing Project,” which means it is deemed consistent with the General Plan, and would not require a General Plan Amendment, Specific Plan Amendment, rezone, or other legislative action in order to be approved.

The Director’s review of an Essential Housing Project Application (**Exhibit A to the Ordinance**) is based solely on the objective criteria set forth in the City of Santee Essential Housing Project Credits Assessment Guide (**Attachment 1 to the Application**). The number of credits achieved by a project is indicated on the completed City of Santee Essential Housing Project Credits Assessment Checklist (**Attachment 2 to the Application**) submitted with the application. The process is summarized as follows:

Application Submittal

An Essential Housing Project Application is applicable to a housing development project consisting of residential units only or mixed-use development consisting of residential and nonresidential uses, including live/work spaces, with at least two-thirds of the square footage designated for residential use. There are certain factors that exclude a project from being eligible for certification as an Essential Housing Project. For example, a project is not eligible for certification if the current land use designation or zoning classification does not allow residential use and the project is not identified in the Housing Element Sites Inventory.

Review Criteria

An Essential Housing Project is a Housing Development Project that is certified by the Director as having achieved at least 50 credits across eight categories based on objective criteria described in the City of Santee Essential Housing Project Credits Assessment Guide (Attachment 1 to the Application). Categories consist of Land Use, Housing, Mobility, Open Space and Conservation, Sustainability, Trails and Sidewalks, Safety, and Parks and Recreation. Achieving 50 credits, with 10 required credits in the Housing category, ensures a project’s consistency with the General Plan.

Authority

The Director has up to 30 days to review an Essential Housing Application and to render a determination to an Applicant. If a project achieves 50 credits, the Director will certify the project as Essential Housing Project. This determination is final and cannot be appealed to the City Council. Upon receipt of a signed certification from the Director, the applicant would have 120 days to submit a formal development application and all required information. If the applicant fails to submit the formal development application within the 120-day period, the Essential Housing Project certification expires, unless it is extended by the mutual written consent of the Director and applicant.

Environmental Review

The Director's determination is based on objective criteria and therefore is considered a ministerial action under the California Environmental Quality Act (CEQA) and is not subject to CEQA. A certification of a project as an Essential Housing Project does not authorize, entitle, or otherwise permit a development project. Upon certifying a project as an Essential Housing Project, a Notice of Exemption would be filed with the San Diego County Recorder's Office.

The Essential Housing Project itself would still be subject to applicable CEQA requirements.

Compliance with Other Laws

Except as provided in the Essential Housing Program, an Essential Housing Project must otherwise comply with all applicable City requirements, including obligations related to processing or review of any required development application. However, the City's development standards, conditions, and policies shall be applied to facilitate and endeavor to accommodate development at the density proposed by the Essential Housing Project.

D. RECOMMENDATION

1. Receive Staff Report; and
2. Adopt Urgency Ordinance; and
3. Direct the City Clerk to file the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(a), CEQA Guidelines section 15378(b)(2), and CEQA Guidelines section 15061(b)(3).

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY OF SANTEE, CALIFORNIA,
ENACTING AN ESSENTIAL HOUSING PROGRAM TO BOOST
HOUSING PRODUCTION AND IMPROVE HOUSING AFFORDABILITY
IN ORDER TO ACHIEVE THE GOALS SET FORTH IN
THE CITY’S HOUSING ELEMENT (SIXTH CYCLE: 2021-2029) AND
DETERMINING THE ORDINANCE EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT**

WHEREAS, the City of Santee (“City”) is a California charter city; and

WHEREAS, the City desires to amend its local regulatory process to boost housing production and improve housing affordability within the City to meet the full spectrum of housing needs for its residents and households by enacting an “Essential Housing Program;” and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare because the City is experiencing a housing crisis due to, among other considerations, delayed housing production, lack of housing affordability, cost-burdened households, “missing middle” housing, lack of “move up/move down” housing, and aging and deteriorating housing stock, as set forth in Section 2, below; and

WHEREAS, these threats to public safety, health, and welfare justify adoption of this Ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this Ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

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

SECTION 1. RECITALS

The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. FINDINGS CONSTITUTING THE URGENCY

The Council finds and declares as follows:

A. This Ordinance is adopted pursuant to California Government Code section 36937, subdivision (b), and shall take effect immediately upon its approval at either a regular or special meeting by at least a four-fifths vote of the City Council.

B. This Ordinance is necessary to expeditiously respond to the statewide and local housing crisis, which the City experiences through delayed housing production, lack

of housing affordability, cost-burdened households, “missing middle” housing, missing move up/ move down housing, aging and deteriorating housing stock, and overcrowding (particularly among renters).

C. In enacting this Ordinance, the Council’s intent is to declare a City-wide housing emergency, to be in effect until August 25, 2026, and to enact the “Essential Housing Program” to: (a) maximize housing production to combat this current housing crisis/emergency; and (b) expeditiously allow and encourage a range of locally-desirable housing types and lot sizes for all income levels, including housing affordability options, that will enhance homeownership and for-rent living opportunities within the City.

D. The Council’s findings, declarations, and intent are for the immediate preservation of the public peace, health, and safety and based on the following facts:

1. Housing Crisis

Statewide and locally, California is experiencing an extraordinary housing supply crisis, with housing demand far outstripping supply, and this crisis results in severe adverse consequences.

a) City of Santee

1. According to the City’s Housing Element 2021-2029, 48 percent of renter households and 31 percent of owner households face a housing cost burden. Households paying more than 30 percent of their income on housing have limited remaining income for other necessities. Most drastically, a majority of lower- and moderate- income households in the City experience housing cost burden, with an incidence among very low income homeowners of 81 percent. (Housing Element 2021-2029, p. 14.)

2. The City’s 2020 Annual Progress Report on Housing Element Implementation (“Progress Report”) shows the City falling far short of its Regional Housing Needs Assessment (RHNA) goals for the 11- year cycle of 2010-2020, having issued building permits for 1,374 units (37.5 percent) of its RHNA allocation of 3,660 units — a 2,286-unit shortfall. (See March 24, 2021, City Council Staff Report, Item 6, and the City’s Progress Report, along with supplemental information available for public review on City’s website, cityofsanteca.gov.)

3. The City’s housing stock is aging, and new housing stock is needed to prevent widespread housing deterioration. Approximately 80 percent of the City’s housing stock is more than 30 years old and 26 percent is more than 50 years old. Approximately 88 percent of the City’s housing stock will exceed 30 years of age by 2029. (See City’s Housing Element 2021-2029, pp. 23-24.) New housing is drastically needed to diversify the City’s housing portfolio and provide an influx of homes less than 30 years old.

4. The City continues to experience a significant housing shortfall, apparent in lower than optimal vacancy rates. Vacancies for home ownership was one

percent, below the optimal vacancy rate of 1.5 and 2.0 percent to balance housing demand and supply. Vacancies for home rentals was 2.9 percent, similarly below the optimal rate of 5.0 to 6.0 percent. (See City's Housing Element 2021-2029, p. 25.) Low vacancy rates force prices up, make it more difficult for low- and moderate- income households to find housing, and increase the incidence of overcrowding. (See also Public Policy Institute of California information showing that the shortfall of available rental homes in the San Diego region exceeds 140,000 units and growing.

5. The housing shortfall has contributed to increases in median rental and home prices in the City. Since 2015, median home sale prices in Santee have increased by almost 50 percent. Moderate- income households are unable to purchase adequately sized homes at current prices. As for rentals, between 2011 and 2019, the average price increased between 63 and 105.1 percent. (See City's Housing Element 2021-2029, pp. 25-30.) The lack of housing supply and product variety limits affordability and housing options in the City, and for households in various life stages such as young couples, families, students, seniors, and veterans.

6. According to the City's Housing Element 2021-2029, the City's median household income is \$84,226 (in 2018), well below the annual income needed to purchase a home in the City. (See City's Housing Element 2021-2029, pp. 25-30.) The housing shortage affects not only those in the lowest income brackets, but also moderate-income earners.

7. Increasing housing supply to keep pace with demand, while protecting the existing supply from use conversion, will reduce the City's housing prices, diversify the City's aging home stock, make it easier for low- and moderate- income households to find housing, and reduce overcrowding.

8. This Ordinance contains provisions that implement solutions to the City's housing crisis by: (a) soliciting qualifying applications; (b) accepting applications that meet the specified criteria herein designed to boost housing production and improve housing affordability in the City; (c) processing accepted applications in accordance with the terms and conditions of this Ordinance; (d) approving or denying such applications in accordance with objective criteria set forth herein; and (e) using this overall framework to implement the City's program on an urgency basis consistent with the Council's findings and intent herein.

b) County of San Diego

1. On April 18, 2018, the County of San Diego Board of Supervisors ("Board") recognized that the County was "experiencing a housing crisis" and directed County's Chief Administrative Officer to "investigate options that would further promote the expedient building of homes in the unincorporated area and the closing of the housing gap through incentive programs and/or reductions in regulations in San Diego County." The Board also noted that "promoting housing affordability through production incentives and regulatory policy review is one way [the County] can encourage the production of much-needed housing at all income levels, and shore up the regional housing supply be

removing unnecessary impediments and/or bolstering the production process.” (County of San Diego Bd. of Sups., Minute Order issued April 18, 2018.) On September 11, 2018, the Board of Supervisors declared a shelter crisis in the unincorporated areas of the County. (County of San Diego Bd. of Sups., Minute Order issued Sept. 11, 2018.) On October 10, 2018, the Board received a report on Options to Improve Housing Affordability in the Unincorporated Area, and the proposed actions include reducing time and costs associated with the permit process, exploring incentives to stimulate production of diverse housing types, and to consolidate and modernize zoning and use regulations. (County of San Diego Bd. of Sups., Minute Order issued Oct. 10, 2018.)

2. This Ordinance is consistent with the County’s efforts to address the housing crisis and shelter crisis that still exist in the County.

c) State of California

1. The Legislature has declared that the lack of housing “is a critical problem that threatens the economic, environmental, and social quality of life in California” and that the “excessive cost of the state’s housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.” (Gov. Code § 65589.5, subd. (a).)

2. The Legislature attempted to combat this trend in 1982, by enacting the Housing Accountability Act (“HAA”) (Gov. Code § 65589.5). However, almost 40 years later, the Legislature recognized that its intent in enacting the HAA and in expanding its provisions since then, which was “to significantly increase the approval and construction of new housing for all economic segments of California’s communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters” “has *not* been fulfilled.” (Gov. Code § 65589.5, subd. (a)(2)(K)[*italics added*].)

3. Accordingly, the Legislature enacted the Housing Crisis Act of 2019 (SB 330) declaring a statewide housing emergency to be in effect from January 1, 2020, until January 1, 2025. In declaring this statewide housing emergency, the California Legislature found that:

- a. California is experiencing a housing supply crisis, with housing demand far outstripping supply; and in 2018, California ranked 49th out of the 50 states in housing units per capita.
- b. Existing housing in this state, especially in its largest cities, has become expensive; and seven of the ten most expensive real estate markets in the United States are in California.
- c. California is experiencing rapid year-over-year rent growth with three cities in the state having had overall rent growth of 10 percent or more year-over-year, and of the 50 United

States cities with the highest United States rents, 33 are cities in California.

- d. California needs an estimated 180,000 additional homes annually to keep up with population growth, and Governor Newsom has called for 3.5 million new homes to be built over the next seven years.
- e. The housing crisis has particularly exacerbated the need for affordable homes at prices below market rates.
- f. The housing crisis results in harm to families across California, including:
 - Increasing poverty and homelessness, especially first-time homelessness,
 - Forcing lower income residents into crowded and unsafe housing in urban areas, and
 - Forcing public employees, health care providers, teachers, and others, including critical safety personnel, into more affordable housing farther from the communities they serve, which will exacerbate future disaster response challenges in high-cost, high-congestion areas and increase risk to life.
 - Driving families out of the state or into communities away from good schools and services, disrupting family life, and increasing health problems due to long commutes that may exceed three hours per day.
- g. Lengthy permitting processes and approval times, fees, and costs for parking and other requirements further exacerbate cost of residential construction.
- h. The housing crisis is severely impacting the state's economy in the following ways:
 - Employers face increasing difficulty in securing and retaining a workforce.
 - Schools, universities, nonprofits, and governments have difficulty attracting and retaining teachers, students, and employees, and our schools and critical services are suffering.

- According to analysts at McKinsey and Company, the housing crisis is costing California \$140 billion a year in lost economic output.
- i. The housing crisis harms the environment by increasing greenhouse gas emissions from longer commutes to affordable homes far from growing job centers.
- j. The state's cumulative housing shortage significantly increases greenhouse gas emissions caused by the displacement and redirection of populations to states with greater housing opportunities, particularly working- and middle-class households.
- k. When Californians have access to safe and affordable housing, they have more money for food and health care; they are less likely to become homeless and in need of government-subsidized services; their children do better in school; and businesses have an easier time recruiting and retaining employees.

2. Lack of Housing Affordability

The lack of housing affordability constitutes an emergency in the City of Santee, County of San Diego, and State of California, requiring expedited City action. Over the past several years, significant attention has been placed on the increasing costs of housing and the overall lack of housing affordability in California and the San Diego region, including in the City. Concerns raised by elected officials, local business advocacy groups, and the public have brought attention to the shortage of for-sale and rental housing.

a) City of Santee

1. The City housing development trends show that there is not enough housing being built in the City, and the housing that is constructed does not meet the full spectrum of needs of City residents and for households at all income levels.

2. State regulations, uncertain land use policies, need for rezoning, and delays in project processing all delay and add to the cost of housing. The environmental review process alone can pose a challenge to housing production due to required public agency review of possible environmental impacts, potential mitigation measures to address them, and delays in processing. (See California Legislative Analyst Office (LAO) report titled, "California's High Housing Cost: Causes and Consequences," LAO 2015, pp. 13-18, 35 [the LAO is a nonpartisan fiscal and policy advisor to the State of California].)

3. Further, project opponents sometimes use the California Environmental Quality Act (CEQA) review process, litigation, and ballot measures to limit

or scuttle housing projects that have gone through an exhaustive, open, and public review and participation process. According to the above LAO report in 2015, the local permitting processes, public hearings, and other processing requirements can be lengthy and extend the overall timeframe to complete a housing project. CEQA, project opposition, and various regulatory and growth restrictions have caused California's for-sale and rental housing prices to be far higher — more than double the cost — of any other state in the nation. (See "California's High Housing Cost: Causes and Consequences," LAO 2015, pp. 5-7,15-20.)

4. The lack of housing supply has resulted in housing unaffordability and economic insecurity in the City. (Housing Element 2021-2029, pp. 14-15, 25-30.) High housing costs leave households with little left over for other important expenses, leading to difficult budget trade-offs. Local economies are then impacted because money that might otherwise be spent in the local economy (generating sales tax revenues for each community) is being spent on the high cost of housing.

5. Due to the high cost of housing, one out of five of San Diego region's one-million-person workforce (200,000 workers) live outside of the County. These commuters purchase lower cost homes outside the San Diego region, in areas such as Riverside County, due to the lack of appropriate in-County housing. Forcing the City's workforce and first responders into long commutes harms workers and the environment by disrupting family life, increasing health problems, and increasing air pollutant and greenhouse gas emissions.

6. The City finds it beneficial to have law enforcement officers, first responders, public safety officers, military personnel, veterans, and schoolteachers residing in the City where they work. This ensures that they are closer to the areas and residents they serve, and promotes their community involvement while off-duty. The continued presence of such persons provides models of public service to City neighborhoods, builds community rapport among such persons and other residents, and increases general civic engagement. Further, having such persons living in the City benefits that community's safety in the event of an emergency or natural disaster because they are already in close proximity to the community, decreasing emergency response time. Because of the current housing crisis, however, such persons are experiencing difficulty locating affordable housing within the City.

b) State of California

1. The housing crisis has particularly exacerbated the immediate need for affordable homes at prices below market rates. (SB 330, Section 2 (a)(5).)

2. Costs for construction of new housing continue to increase; and according to the Turner Center for Housing Innovation at the University of California, Berkeley, the cost of building a 100-unit affordable housing project in the state was almost \$425,000 per unit in 2016, up from \$265,000 per unit in 2000. (SB 330, Section 2 (a)(9).)

3. California's overall homeownership rate is at its lowest since the 1940s. The state ranks 49th out of the 50 states in homeownership rates and in the supply of housing per capita. Only one-half of California's households can afford the cost of housing in their local regions. (Gov. Code § 65589.5 (a)(2)(E).)

4. The lack of supply and rising costs are compounding inequality and limiting advancement opportunities for many Californians. (Gov. Code § 65589.5 (a)(2)(F).)

5. Most California renters, more than 3,000,000 households, pay more than 30% of their income toward rent; and nearly one-third, more than 1,500,000 households, pay more than 50% of their income toward rent. (Gov. Code § 65589.5 (a)(2)(G).)

6. California's overcrowding rate is well above the national average — 8.3% compared to 3.4% across the nation — increasing the COVID-19 risk in the state. According to a May 2020 analysis by Public Policy Institute of California, essential workers are more likely than non-essential workers to live in overcrowded housing. Essential workers and those in larger households accordingly face a higher risk of contracting COVID-19 due to overcrowding and the inability to practice the physical distancing needed to slow the spread of COVID-19. (See Public Policy Institute of California, "Overcrowded Housing and COVID-19 Risk Among Essential Workers," May 12, 2020.)

SECTION 3. CEQA

The Council finds that this Ordinance is not subject to the requirements of CEQA because pursuant to Public Resources Code section 21080(a) and CEQA Guidelines section 15378(b)(2), the City's adoption of a general policy and procedure is not a "project" subject to CEQA. By this Ordinance, the City is hereby enacting the "Essential Housing Program" to provide policies and procedures to implement General Plan and zoning consistency for qualifying housing and mixed-use housing projects.

In addition, this Ordinance is exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty there is no possibility that enacting this "Essential Housing Program" may have a significant effect on the environment. Specifically, by enacting these policies and procedures, the City is not causing any alteration to the physical environment; and any certified project that satisfies these policies and procedures must still comply fully the CEQA, the CEQA Guidelines, and all other applicable laws and regulations before any development of any kind can proceed. Thus, CEQA compliance is assured. Further, the City's enactment of these policies and procedures will enhance, rather than degrade, existing environmental conditions by ensuring that any certified project demonstrate compliance with stringent environmental standards.

The City also finds that choosing the precise time for CEQA compliance involves a balancing of competing factors. For example, CEQA recognizes that CEQA compliance

should occur as project scope, design, features, and other factors and yet late enough to provide meaningful non-speculative information for environmental assessment. Accordingly, the City finds that by adopting this Ordinance, the City is not restricting itself from considering any feasible or reasonable choice of alternatives or mitigation measures for a certified project before completion of its CEQA compliance, nor committing itself to any definite course of action concerning a certified project prior to its CEQA compliance. Further, nothing herein restricts the City from denying a certified project on CEQA or other objective grounds.

SECTION 4. ESSENTIAL HOUSING PROGRAM

The City Council hereby adopts this Ordinance, titled the “Essential Housing Program,” to provide policies and procedures to implement General Plan and zoning consistency for qualifying housing and mixed-use housing projects. Unless otherwise stated, the City Council and their elected officials, Director of Development Services, and staff shall comply with the procedures set forth in this Ordinance.

A. Title.

This Ordinance shall be known as the Essential Housing Program Ordinance of the City of Santee.

B. Purposes and General Plan Consistency

1. This Ordinance is enacted to establish review procedures for residential and residential mixed use development proposals to: (a) boost housing production and housing affordability during the period of the Citywide, Countywide, and Statewide housing crisis described in Sections 1 and 2, above, which findings are incorporated herein by reference; and (b) to declare as urgent the need for the permitting and development of qualifying housing projects in the City consistent with the provisions of this title.

2. Compliance with the City of Santee Essential Housing Project Credits Assessment Guide, described below, shall ensure consistency with the City’s General Plan by:

- a. Promoting economical and efficient use of the land while providing a variety of housing choices and mixed-use development that will create and maintain a high-quality environment;
- b. Preserving natural and scenic qualities of open spaces and areas;
- c. Promoting design and construction techniques that are responsive to relevant environmental resources and minimize hazards;

- d. Requiring energy conservation through solar and other renewable energy sources; Ensuring adequate provision of community public services, trails, and parks and recreation facilities to serve new and existing communities;
- e. Supporting a balanced transportation network that meets future circulation needs and promotes alternative modes of travel and site design to reduce vehicular trips, save energy, and improve air quality; and
- f. Enhancing quality of life and revitalizing City neighborhoods through new residential development.

C. Conflicts and Interpretation.

1. *Conflicts with Other Regulations.* In the event of a conflict between this Ordinance and any other City code, plan, or policy, the provisions of this Ordinance shall control with regard to Essential Housing Projects. An Essential Housing Project remains subject to all other applicable regulations and laws, as described in subdivision C(3) below.

2. *Interpretation.* This Ordinance shall be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.

3. Compliance with Other Regulations and Laws.

- a. Except as provided herein, an Essential Housing Project must otherwise comply with all applicable City requirements, including obligations related to processing or review of any required development application. However, the City's development standards, conditions, and policies shall be applied to facilitate and endeavor to accommodate development at the density proposed by the Essential Housing Project.
- b. Nothing in this Ordinance shall be construed to prohibit the City from imposing fees and other exactions otherwise authorized by law that are required to provide necessary public services and facilities.
- c. Nothing in this Ordinance shall be construed to relieve the City or Applicant from complying with state law, including without limitation the Subdivision Map Act (Gov. Code § 66410 *et seq.*) and the California Environmental Quality Act (Pub. Resources Code § 21000 *et seq.*)

D. Essential Housing Project Determination

1. Notwithstanding any goal, policy, term, provision, requirement, or mandate contained in the General Plan and its various Elements, a Housing Development Project certified as an Essential Housing Project, as described in Section G below, shall be deemed both in compliance and consistent with the General Plan Land Use Element and Housing Element and shall not require an amendment to the General Plan, an amendment to a Specific Plan, a rezone, or other legislative act.

2. Nothing herein shall be construed to limit the number of residential units provided by an Essential Housing Project to the minimum required by law in any Income Category identified in the City's Housing Element 2021-2029. An Essential Housing Project may provide residential units in excess of the City's RHNA obligations per Income Category.

3. Certification as an Essential Housing Project under this Ordinance shall apply to (1) any new application for a Housing Development Project; (2) any Housing Development Project currently under City review; or (3) any approved, entitled, and/or permitted Housing Development Project not yet built by the date application for certification is made.

E. Application Procedures.

1. An application for an Essential Housing Project shall be submitted to the Department on the City's application form titled, "City of Santee Essential Housing Project Application" a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The City Council hereby adopts the Application as set forth in Exhibit A. The Application may be modified by the Director.

2. The completed Application shall contain all the information described therein. Specifically, the Application shall be accompanied by a completed a "City of Santee Essential Housing Project Credits Assessment Checklist" ("Checklist") demonstrating that the project achieves the required number of credits, including the required number of housing credits, as set forth in the "City of Santee Essential Housing Project Credits Assessment Guide" ("Credits Assessment Guide") and shall provide the information required by Government Code section 65941.1, subdivisions (a)(1) through (a)(17). The City hereby adopts the Credits Assessment Guide as attached to the Application as **Attachment 1**, and hereby adopts the Checklist as attached to the Application as **Attachment 2**. The Credits Assessment Guide and Checklist may be modified by resolution of the City Council.

3. The Applicant shall place a deposit with the Department in the amount of \$5,000 to cover the cost of the review, pursuant to the City's full cost recovery program. The amount of this deposit may be adjusted by the City Council by resolution. Upon receipt by the Applicant of the determination by the Director to certify or deny certification of the Essential Housing Project Application, any unused deposit funds will be refunded to the Applicant. If the deposit is not sufficient to pay all costs of processing

the application, the Director may request an additional deposit and the City may cease processing the application until such time as the deposit is replenished.

F. Review Criteria.

1. An application for an Essential Housing Project shall be reviewed by the Director, with assistance from City staff, for compliance with the Objective criteria set forth in the Credits Assessment Guide (**Application Attachment 1**).

G. Determination Regarding Essential Housing Project and Notice.

1. Not later than 30 days following submittal of a City of Santee Essential Housing Project Application, the Director shall take one of the following actions:

- a. Certify the Housing Development Project as an Essential Housing Project;
- b. Notify the Applicant of the specific changes or additional information required before review of the application can be completed; or
- c. Deny certification of the Project as an Essential Housing Project.

2. In the event that a change or modification to the application is required pursuant to subdivision G(1)(b) above, the Applicant shall have 30 days from the date the notification is issued by the Director to make the required changes or provide the identified additional information. The Director shall then have 30 days to either: (1) certify the Housing Development Project as an Essential Housing Project; or (2) deny certification of the Housing Development Project as an Essential Housing Project.

3. The Director's determination to certify the Essential Housing Project or deny certification as an Essential Housing Project shall be based only upon compliance or noncompliance with the Objective criteria set forth in the Credits Assessment Guide (**Application Attachment 1**).

4. The Director's determination shall be a ministerial determination transmitted from the Director to the Applicant, in writing.

5. The Director's determination is final, as described in Section 4(J) of this Ordinance.

H. CEQA

1. The Council finds that a determination under this Ordinance is not subject to the requirements of CEQA because pursuant to Public Resources Code section 21080(a) and (b)(1), the Director's determination is a ministerial action and such action is not subject to CEQA.

2. Further, the Director's determination is exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the determination may have a significant effect on the environment. A proposed Housing Development Project that is certified as an Essential Housing Project shall be required to comply with CEQA and other state laws prior to project approval or denial. Further, the Director's determination will enhance, rather than degrade, existing environmental conditions by ensuring that a certified Essential Housing Project meets stringent environmental standards.

I. Expedited Processing.

1. Within 120 days following the Director's certification of an Essential Housing Project, the Applicant shall submit any additional information required by the City to process any development application consistent with Government Code sections 65940, 65941, and 65941.5. If the Applicant fails to submit the required documentation within 120 days following the Director's certification, the certification will expire unless extended pursuant to subdivision (I)(3) below.

2. The City's policy is to expedite scheduling and processing of any certified Essential Housing Project such that any requisite development application approval or denial occurs not later than 12 months following the date of submittal of the Essential Housing Project application, barring exceptional circumstances. Exceptional circumstances are intended to occur rarely, as the City urgently needs to boost the production of housing within the City. Public hearings, notice, and approval or denial of any development application shall be in the manner set forth in the Santee Municipal Code.

3. The deadlines set forth in this section may be extended upon the mutual written consent of the Applicant and the City.

J. No Appeal.

1. The Director's determination to certify a Housing Development Project as an Essential Housing Project, or to deny certification as an Essential Housing Project, is final and may not be appealed.

2. Where the Director has denied certification as an Essential Housing Project, the Applicant may notify the City of its election to continue to process a development application consistent with other laws and regulations, separate from the provisions of this Ordinance.

K. Defense/Indemnification.

1. The Applicant for an Essential Housing Project shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, its officers, agents, employees, elected and appointed officials, volunteers, and independent contractors (collectively, the City) from and against any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, or otherwise challenge the

City's processing, certification, or approval of the Essential Housing Project, or to attack, set aside, void, annul, or otherwise challenge the validity of this Ordinance (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution).

2. The Applicant shall agree in writing, in a form acceptable to the City Attorney, to indemnify and hold harmless the City as set forth above.

L. Definitions.

The following definitions apply for purposes of this Ordinance. If any definition in this Ordinance conflicts with definitions in any other provision of the City codes or policies, these definitions shall control for purposes of this Ordinance:

1. **"Applicant"** means a person who requests in writing the approval of a permit, certificate, or other entitlement for use from the City.

2. **"Council"** means the City Council of Santee.

3. **"City"** means the City of Santee.

4. **"Department"** means the Department of Development Services.

5. **"Director"** means the City's Director of Development Services and includes his or her deputies.

6. **"Feasible"** means capable of being accomplished in a successful manner within a reasonable time, considering economic, environmental, social, planning, legal, and technological factors.

7. **"Housing development project"**

a. "Housing development project" means a use consisting of either of the following:

i. Residential units only.

ii. Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.

b. The Housing Development Project includes, without limitation, any approval or permit necessary for implementation of said project.

8. “**Objective**” means involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the Applicant and public official.

9. “**Essential Housing Project**” means a proposal for a Housing Development Project that is certified by the Director as having satisfied the Objective criteria set forth in the Credits Assessment Guide (**Application Attachment A**).

10. “**Infill site**” means a lot located within an urban area that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses.

SECTION 5. FINDINGS RELATED TO STATE HOUSING LAW.

The City Council finds that the adoption of this Ordinance is necessary to comply with state law governing the provision of housing, including but not limited to, Government Code sections 65583 and 65584 and additional affordable housing requirements, and is necessary to achieve the goals set forth in the City’s Housing Element. The City Council finds that this Ordinance permits no greater density than is necessary to accommodate the required housing. The City Council finds that the criteria identified in the Essential Housing Program as establishing eligible Essential Housing Project sites have been narrowly tailored to the housing needs of the City, and alternative sites for Essential Housing Projects are not available to satisfy the requirements of state housing law.

SECTION 6. EFFECTIVE DATE AND EXPIRATION

A. *Effective Date.* This Ordinance shall be effective immediately upon adoption.

B. *Expiration Date.* This Ordinance shall remain in effect until August 25, 2026, and may be extended by the City Council. Applications timely submitted prior to the expiration date shall continue to be processed under the provisions of this Ordinance.

SECTION 7. PUBLICATION.

The City Clerk shall have a summary of this Ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption. A summary of this Ordinance was published on August 20, 2021, and will be published within 15 days after adoption.

SECTION 8. NOTICE OF EXEMPTION.

This Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(a), CEQA Guidelines section 15378(b)(2), and CEQA Guidelines section 15061(b)(3). Staff is directed to file a Notice of Exemption as provided by law.

SECTION 9. SEVERABILITY.

If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

SECTION 10. ORDINANCE SCOPE.

This Ordinance shall supersede all other previous Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

ADOPTED at a Regular Meeting of the City Council of the City of Santee held on the 25th day of August 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CITY CLERK, CMC

Exhibit A: City of Santee Essential Housing Project Application Form (with Attachments 1 and 2)



Essential Housing Project Application

For Projects Seeking Certification as an Essential Housing Project

DEPARTMENT OF DEVELOPMENT SERVICES
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100, Ext 167

THIS PACKAGE PROVIDES AN OVERVIEW OF THE ESSENTIAL HOUSING PROJECT APPLICATION PROCESS FOLLOWED BY THE SUBMITTAL REQUIREMENTS AND APPLICATION FORM

PURPOSE:

To boost housing production and improve housing affordability within the City to meet the full spectrum of housing needs for people of all incomes, and to fulfill the goals set forth in the City’s Housing Element.

APPLICABILITY:

“Essential Housing Project” means a Housing Development Project that is certified by the Director as having achieved at least **50 credits** across all listed categories in the City of Santee Essential Housing Project Credits Assessment Guide attached as **Attachment 1** (“Credits Assessment Guide”), with at least **10 credits** from the Housing category. Capitalized terms used in this Application that are not defined herein shall have the meanings ascribed to them in the Essential Housing Program Ordinance.

An Essential Housing Project Application is applicable to a Housing Development Project consisting of:

- Residential units only; or
- Mixed-use development consisting of residential and nonresidential uses, including live/work spaces, with at least two-thirds of the square footage designated for residential use

APPLICATION DEPOSIT:

Review and processing of an Essential Housing Project Application requires an initial deposit of \$5,000 under the full-cost recovery program. Additional deposits may be required if staff charges exceed the initial deposit. Upon receipt of a determination by the Director to either certify the project as an Essential Housing Project or to deny certification, any unused deposit funds will be refunded to the Applicant.

APPLICATION PROCEDURES:

This application for an Essential Housing Project shall be submitted to the Department of Development Services. This application must contain all the information described herein to be determined complete. This application shall be accompanied by a completed Essential Housing Project Credits Assessment Checklist (“Checklist”) demonstrating how the Housing Development Project achieves 50 credits across all listed categories in the Credits Assessment Guide, with at least 10 credits from the Housing category, and shall provide the information required by Government Code section 65941.1, subdivisions (a)(1) through (a)(17). The Checklist form is attached to this Application as **Attachment 2**.

- A. Not later than 30 days following submittal of the Essential Housing Project Application, the Director shall take one of the following actions:
 1. Certify the Housing Development Project as an Essential Housing Project;
 2. Notify the Applicant of the specific changes or additional information required before review of the Application can be completed; or
 3. Deny certification of the Housing Development Project as an Essential Housing Project.
- B. In the event that a change or modification to the Application is required pursuant to Section A(2) above, the Applicant shall have 30 days from the date that the notification is issued by the Director, to make the changes required or provide the identified additional information. When resubmitted, the Director shall then have 30 days to either: (1) certify the Housing Development Project as an Essential Housing Project; or (2) deny certification of the Housing Development Project as an Essential Housing Project.
- C. The Director's determination to certify the Essential Housing Project or deny certification as an Essential Housing Project shall be based only upon compliance or noncompliance with the Objective criteria set forth in the Credits Assessment Guide (**Attachment 1**).

The Director's determination shall be a ministerial determination transmitted from the Director to the Applicant, in writing.

CEQA COMPLIANCE:

The ministerial determination of the Director is exempt from CEQA in accordance with Public Resources Code §15268 and CEQA Guidelines section 15061(b)(3). An exemption will be filed with the San Diego County Clerk subject to payment of the filing fee by the Applicant. A certified Essential Housing Project shall be required to comply with CEQA and other state laws prior to project approval or denial.

SUBSEQUENT STEPS:

Within 120 days following the Director's certification of an Essential Housing Project, the Applicant shall submit any additional information required to process any development application consistent with Government Code sections 65940, 65941, and 65941.5.



ESSENTIAL HOUSING APPLICATION

Department of Development Services
10601 Magnolia Avenue, Santee, CA 92071
(619) 258-4100, Extension 167

FOR DEPARTMENT USE ONLY

Site Location: _____

Assessor Parcel Number(s): _____

Exclusions. A project is not an Essential Housing Project if any of the following statements apply. Check all that apply:

- The development footprint is within a floodway as defined in Santee Municipal Code Chapter 11.36.
- The development footprint is proposed in an area which is permanently protected by one or more conservation easements.
- The General Plan land use designation or zoning classification of the project site does not currently allow for residential uses and the project site is not identified in the Residential Sites Inventory of the Housing Element.
- The project site is not on existing or planned (identified in the General Plan) prime arterial, major arterial, parkway or collector.
- The project site is within Safety Zone 1,2, or 5 of the Gillespie Field Airport Land Use Compatibility Plan.

IF ANY OF THE ABOVE BOXES ARE CHECKED, THE PROJECT IS NOT ELIGIBLE TO BE CERTIFIED AS AN ESSENTIAL HOUSING PROJECT.

Completed Checklist: Attach a completed Checklist (**Attachment 2**) that demonstrates how the project meets or exceeds 50 credits (with at least 10 from the Housing category) described in the Credits Assessment Guide (**Attachment 1**), and, on a separate sheet, include an explanation on how the project achieves these credits.

<p>1. Applicant</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p>	<p>2. Property Owner</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Signature: _____ (Authorizing Applicant to Submit Application)</p> <p>Print Name: _____</p>
<p>3. Applicant's Representative</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p>	<p>4. Designer / Engineer</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Print name: _____</p>

1. Plans: A conceptual site plan, floor plan, and elevations (Five 11"x17" hardcopies & digital copy).
2. Parcel Size (Acres): _____
3. Building Size (sq. ft.): _____
4. Number of units proposed: _____
5. Unit sizes and number of bedrooms _____
6. For Mixed-Use Projects* provide ratio of commercial to residential square footage: _____

*Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use pursuant to CA Government Code Section 65589.5

7. Proposed Density: _____
8. Parking spaces: _____
9. Indicate any approvals to be sought under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map.

10. Number of lots proposed: _____

11. Existing Land Use: _____

12. Surrounding Land Uses and Setting: Briefly describe the project's surroundings, including plants, animals, any cultural, historic, or scenic aspects, type of land use, intensity of land use, and scale of development.

- a. North: _____
- b. South: _____
- c. East: _____
- d. West: _____

13. Proposed uses – The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

14. Is the project site identified in the Sites Inventory (Housing Element Appendix C)?

Yes No

15. Is the site located on a prime arterial, major arterial, parkway, and/or multimodal corridor as provided in Figure 7-1 of the General Plan Mobility Element?

Yes No

16. Is the **overall Project site** (as opposed to the development footprint) affected by any of these conditions:

- a. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)? Yes No
- b. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code? Yes No
- c. A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code? Yes No
- d. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist? Yes No
- e. Within a flood hazard zone as defined in Santee Municipal Code Chapter 11.36? Yes Lands identified for conservation in a draft or adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan? Yes No
- f. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code)? Yes No
- g. Lands under conservation easement? Yes No
- h. Includes a historic structure that has been placed on a national, state, or local historic register? Yes No

17. RESIDENTIAL DWELLING UNIT COUNT:

Indicate the number of dwelling units proposed, including a breakdown of levels by affordability*, set by each income category.

	Number of Units
Market Rate (greater than 120% of AMI)	
Manager’s Unit(s) – Market Rate	
Very Low Income (0% to 50% of AMI)	
Lower Income (50% to 80%)	
Moderate Income (80% to 120% of AMI)	
Total No. of Units	
Total No. of Affordable Units	
Total No. of Density Bonus Units	

*For San Diego County Area Median Income (AMI) and Income Limits please refer to the Department of Housing and Community Development (HCD) website: <https://www.hcd.ca.gov/grants-funding/income-limits/>

- 18. Affordable Housing Incentives, Waivers, Concessions, and Parking Reductions – Will the project proponent seek any incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915? If so, provide details on separate page.
- 19. Does the proposed project provide any supportive services to its residents in support of Program 8 of the Housing Element? If so, provide details on separate page.
- 20. Will the proposed development require the demolition of any existing housing? If so, how will it address the relocation of any displaced tenants? Please provide details on separate page. See discussion of “Anti-Displacement” in Table 42 of the City’s Housing Element (pp.96-97) for suggested actions.
- 21. Gillespie Field Airport Land Use Compatibility Plan (ALUCP): Is the site within one or more Safety Zones of the ALUCP? Use the SD Airport Authority online tool. <https://www.san.org/Airport-Projects/Land-Use-Compatibility> Yes No

INDEMNIFICATION - The applicant shall indemnify, defend (with independent counsel approved by the City), the City of Santee and its officers, agents, employees, elected and appointed officials, volunteers, and independent contractors (collectively, the City) from and against any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, or otherwise challenge the City’s processing, approval, or certification of the housing development project as an Essential Housing Project pursuant to this application, or to attack, set aside, void, annul, or otherwise challenge the validity of the City’s Essential Housing Program Ordinance (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution).

PROPERTY OWNER AFFIDAVIT

Before the Application can be accepted, the owner of each property involved must provide a signature to verify the Essential Housing Project Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service of process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses

of the principal owners (25% interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.

- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Essential Housing Project Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Essential Housing Project Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

APPLICANT ACKNOWLEDGEMENT

1. I hereby certify that I am the owner of record of the herein previously described property located in the City of Santee which is involved in this Essential Housing Project Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Essential Housing Project Application for processing by the City of Santee Planning Department for the purpose of obtaining Essential Housing Project certification pursuant to the City of Santee Essential Housing Program.
3. Further, I understand that after submitting this Essential Housing Project Application to the City, the Director will issue a determination on the Essential Housing Project Application, or notify me that the Essential Housing Project Application is incomplete, within 30 days. If the Housing Development Project is certified as an Essential Housing Project, I understand that I have 120 days after receipt of that determination to submit any additional information to process any development application to obtain the requisite entitlements for development.
4. I further understand that if any of the credits identified in the attached Checklist as being achieved by this Housing Development Project relate to a project design feature, the project design feature shall be provided with the project design or as a project condition of approval during the subsequent entitlement phase of the project.
5. By my signature below, I certify that the foregoing statements are true and correct.

Applicant Signature
Printed Name
Date



Essential Housing Project Application

Credits Assessment Guide

INSTRUCTIONS FOR CREDIT ASSESSMENT USE:

An Essential Housing Project, as defined in the Essential Housing Program Ordinance, must achieve **at least 50 credits**, as described below, and **at least 10** of the credits must come from the Housing Category. The Applicant must submit with the Essential Housing Project Application a completed Essential Housing Project Credits Assessment Checklist (“Checklist”) (Attachment 2 to the Application) demonstrating how the project achieves at least 50 credits (with at least 10 Housing credits).

Use of this credit system will ensure Essential Housing Projects are sustainable and consistent with the General Plan, while allowing appropriate planning, design, and mitigation flexibility, in compliance with the California Environmental Quality Act (CEQA), the Subdivision Map Act, and other City policies, laws, and regulations.

Except as provided in the Essential Housing Program Ordinance, an Essential Housing Project must otherwise comply with all applicable City requirements, including obligations related to processing or review of any required development application. However, the City’s development standards, conditions, and policies shall be applied to facilitate and endeavor to accommodate development at the density proposed by the Essential Housing Project.

I. EXCLUSIONS

A project is not an Essential Housing Project if any of the following statements apply. If the Applicant has indicated in the Application that any of the following apply, the project is **not** eligible to be an Essential Housing Project.

- The development footprint is within a floodway as defined in Santee Municipal Code Chapter 11.36.
- The development footprint is proposed in an area which is permanently protected by one or more conservation easements.
- The General Plan land use designation or zoning classification of the project site does not currently allow for residential uses and the project site is not identified in the Residential Sites Inventory of the Housing Element.
- The project site is not on an existing or planned (identified in the General Plan) prime arterial, major arterial, parkway or collector.
- The project site is within Safety Zone 1,2, or 5 of the Gillespie Field Airport Land Use Compatibility Plan.

II. CREDIT ASSESSMENT

A project must obtain at least 50 credits from the criteria below, including at least 10 credits from the Housing category, to be deemed an Essential Housing Project. If any of the credits below relate to a project design feature, the project design feature shall be provided with the project design or as a project condition of approval during the subsequent entitlement phase of the project.

III. CREDITS: LAND USE

Credit: Mixed-uses – 5 credits

Project will include a mix of uses consisting of residential and nonresidential uses with at least 67%, but not more than 80%, of the square footage designated for residential use.

Credit: Location in Town Center — 2 Credits

Project site or portion thereof is located within an area of the City designated “TC-Town Center” pursuant to the City of Santee General Plan Land Use Element.

Credit: Maximize Potential Density – 4 Credits

Proposed project is within the mid to upper end of, or exceeds, the density range as set forth in the Land Use Element, Housing Element or Town Center Specific Plan.

IV. CREDITS: HOUSING (AT LEAST 10 CREDITS REQUIRED)

Credit: Affordable Housing – 20 Credits

Project provides a minimum of 10% of units affordable to low income households (80% or less of the Area Median Income);

-OR-

Provides a contribution of \$10,000 per market-rate unit included in the project, up to 200 units, to the City’s Affordable Housing Trust Fund to facilitate affordable housing in support of Program 7 of the Housing Element.

Credit: Affordable Housing – 10 Credits

Project provides a minimum of 10% of units affordable to moderate income households (80-120% of the Area Median Income);

-OR-

Provides a contribution of \$5,000 per market-rate unit included in the project, up to 200 units, to the City’s Affordable Housing Trust Fund to facilitate affordable housing in support of Program 7 of the Housing Element.

Credit: Mix of Unit Sizes – 5 Credits

The project provides a mix of units where the number of units with three or more bedrooms divided by the number of units with two or less bedrooms exceeds a ratio of 1.

Credit: Redevelopment – 5 Credits

The project redevelops a currently underutilized site currently developed with a residential density below the minimum required residential density of the site.

Credit: Residential Units Provided — Maximum 10 Credits

For every 50 units a project provides, 2 credits are allocated up to a maximum of 10 credits.

V. CREDITS: MOBILITY

Credit: Location within ¼ mile of a bus stop – 2 credits

Project site or portion thereof is located within ¼ mile of a bus stop.

Credit: Location within ½ mile of the trolley station – 5 credits

Project site or portion thereof is located within ½ mile of the boundaries of the Trolley Square shopping center, identified by APNs.

Credit: Location along a multimodal corridor – 5 credits

Project site is located along a multimodal corridor as identified in the Mobility Element.

Credit: Traffic Calming – 2 credits

Project will provide traffic calming devices in the design of interior roadways including but not limited to traffic circles, chicanes, or speed humps.

Credit: SR-52 Contribution — 10 Max Credits

Project applicant must agree to contribute to the City \$1,500 per market-rate unit included in the project, up to 200 units, which funds shall be dedicated exclusively to relieve congestion on State Route 52. The number of credits achieved will depend on the size of the project, as follows:

1-10 units in the project	2 credits
11-20 units in the project	5 credits
21-200 units in the project	10 credits

Credit: Passenger Loading Area or Rideshare/Carshare Parking — 2 Credits

Project design includes passenger loading/unloading areas and/or dedicated preferred parking spaces for rideshare/carshare use.

Credit: Bicycle Repair Station and Storage — 2 Credits

Project must include a bicycle repair station and meet the below requirements for enclosed bicycle storage. Bicycle storage enclosures must be securable, surveillable, and accessible from the ground floor and may consist of lockers, a kiosk, or a designated room within a building. Bicycle storage enclosures must be located in an area easily accessible to building users. Bicycle storage enclosures should be located within walking distance of any functional entries, but may be clustered for use by several buildings, where appropriate.

Non-Residential Buildings (as part of mixed-use housing project)

Provide at least two enclosed bicycle storage spaces for every 5,000 gross square feet, but no fewer than two enclosed storage spaces per building.

Multi-Unit Residential Buildings (as part of mixed-use housing project or as a standalone project)

Provide a number of enclosed bicycle storage spaces totaling at least 10% of all residential units, but no fewer than five enclosed storage spaces per building (i.e., a building of 100 units would require 10 enclosed bicycle storage spaces).

VI. CREDITS: OPEN SPACE AND CONSERVATION

Credit: Contribution to City-owned Natural Open Space – 10 Max Credits

Project applicant must agree to contribute to the City \$1,500 per market-rate unit included in the project, up to 200 units, for the management of City-owned properties within the draft Multiple Species Conservation Plan preserve boundaries. The number of credits achieved will depend on the size of the project, as follows:

1-10 units in the project	2 credits
11-20 units in the project	5 credits
21-200 units in the project	10 credits

Credit: Trees – 2 Credits

Project must plant at least 10 trees per acre of land to be developed. Trees must be planted in streetscapes and parks.

VII. CREDITS: WATER QUALITY AND EFFICIENT USE

Credit: Installation of Graywater System — 2 Credits

Design and install a rainwater harvesting and storage system (including surface runoff and/or roof runoff) or graywater reuse system for landscape irrigation use or indoor water use for some portion of single-family residential, small lot, or multi-family townhome or similar product. For graywater reuse system, graywater must be collected from at least one of the following: clothes washer; showers; or some combination of faucets and other sources estimated to exceed 5,000 gallons per year.

Credit: Connect to Recycled or Purified/ Advanced Treated Water — 2 Credits

Project must connect to either recycled water or purified or advanced treated water provided by Padre Dam Municipal Water District (PDMWD) through its East County Advanced Water Purification Program.

VIII. CREDITS: ENERGY, AIR QUALITY, AND GHGs

Credit: Exceeds Title 24 requirements — 2 Credits

Project equipment and fixtures must achieve efficiencies that exceed current Title 24 energy conservation standards (at the time of application submittal) by 5% or greater.

Credit: All Energy Star Rated Appliances or Equivalent — 4 Credits

All appliances (washer/dryers, refrigerators, and dishwashers) that will be installed by builders in residences and commercial businesses must be Energy Star rated or equivalent.

Credit: EV Chargers in Public Use areas — 5 Credits

EV charging stations will be installed in 20% of parking spaces within all public use (e.g. public park) parking areas. All charging stations shall consist of Level 2 units or better.

Credit: EV Chargers in Public Use areas – 2 Credits

Provide a Level 3 charging station in a public parking areas.

Credit: Solar Panels on Carports — 5 Credits

Solar photovoltaic (PV) must be installed covering no less than 25% of the total roof area of any carports.

Credit: Solar Panels on Accessory Buildings — 5 Credits

Solar PV must be installed covering no less than 15% of the total roof area (excluding skylight area) of any accessory building (excluding carports) that is part of the housing/mixed-use housing project.

Credit: Solar Water Heating — 2 Credits

Within a minimum 25% of residential dwelling units, Project must install a solar water heater that meets at least 40% of annual domestic hot water load.

Credit: Full Electrification of Residential Units — 5 Credits

Project residential units will be fully electric. No natural gas shall be provided to the residential units but may be provided to outdoor common areas.

Credit: Battery Systems – 10 Credits

Project provides battery backup system within each proposed residential unit.

IX. SAFETY

Credit: 100-Foot Irrigated Fuel Modification Zone — 5 Credits

Project design includes fully irrigated fuel modification zone of 100 feet or more within project boundaries between the project and its exterior perimeter within which ongoing maintenance activities would occur. Fuel modification zone must be established for ongoing maintenance by HOA, homeowner, or other entity.

Credit: Implementation of Fire Protection Plan — 5 Credits

Project applicant must agree to require third party defensible space inspectors to provide compliance reports biannually to the Santee Fire Department.

X. TRAILS AND SIDEWALKS

Credit: Enhanced Landscaped Parkways — 4 Credits

Project provides enhanced landscaped parkways that are privately maintained along roadways that are otherwise not required by City roadway setback and improvement standards.

Credit: Safe Routes to Schools, Parks, and Transit Stops – 2 Credits

Project improves safe walking routes to schools, parks, and transit stops by providing sidewalk infrastructure improvements outside of project boundaries.

Credit: Multiple Use Trails — 5 Credits

Project provides multiple use trails for use by pedestrians and bicyclists.

Credit: Trail Facilities Contribution – 10 Max Credits

Project applicant must agree to contribute to the City \$1,500 per market-rate unit included in the project, up to 200 units, to enhance Citywide trail facilities such as lighting, benches, drinking fountains, bike stations, or other such amenities along project trails. The number of credits achieved will depend on the size of the project, as follows:

1-10 units in the project	2 credits
11-20 units in the project	5 credits
21-200 units in the project	10 credits

XI. CREDITS: PARKS AND RECREATION

Credit: Exceed Parkland Dedication Requirement —2 Credits

Project applicant must commit to exceed the parkland dedication requirement set forth in the Santee Municipal Code, Chapter 12.40, by at least 5% through the excess dedication of land for park uses or payment of additional funds, which funds shall be dedicated exclusively for parkland dedication uses within the City, or a combination of both.

Credit: Multi-Purpose Playing Fields or Recreation Facilities — 5 Credits

Project applicant must commit to develop multi-purpose playing fields or public recreational facilities on some portion of dedicated parkland for communitywide use. Such facilities may include, and not limited to, sports fields, large playgrounds, aquatics uses, and ball courts.

Attachment 2



Essential Housing Project Application Checklist

Project Name:			
Date:			
Credits	Land Use – 11 Max Credits	Credits	Sustainability – 44 Max Credits
	Mixed-uses – 5 Credits		Installation of Graywater System – 2 Credits
	Location in Town Center – 2 Credits		Connection to Recycled or Purified Treated Water – 2 Credits
	Maximize Potential Density – 4 Credits		Exceeds Title 24 requirements – 2 Credits
	Subtotal		All Energy Star Rated Appliances – 4 Credits
Credits	Housing – 50 Max Credits (10 Required)		EV Chargers in Public Use areas (Level 2) – 5 Credits
	Affordable Housing (10% Low Income) – 20 Credits -or- Contribution per market-rate unit		EV Chargers in Public Use areas (Level 3) – 2 Credits
	Affordable Housing (10% Moderate Income) – 10 Credits -or- Contribution per market-rate unit		Solar Panels on Carports – 5 Credits
	Mix of Unit Sizes – 5 Credits		Solar Panels on Accessory Buildings – 5 Credits
	Redevelopment of an Underutilized Site – 5 Credits		Solar Water Heating – 2 Credits
	Number of Units Provided – 10 Max Credits		Full Electrification of Residential Units – 5 Credits
	Subtotal		Battery Systems – 10 Credits
		Credits	Subtotal
Credits	Mobility – 28 Max Credits		Safety – 10 Max Credits
	Location within ¼ mile of bus stop – 2 Credits		100-ft Irrigated Fuel Modification Zones – 5 Credits
	Location within ½ mile of the trolley station – 5 Credits		Implementation of Fire Protection Plan – 5 Credits
	Location along a multimodal corridor – 5 Credits	Credits	Subtotal
	Traffic calming – 2 Credits		Trails and Sidewalks – 21 Max Credits
	SR-52 Contribution – 10 Max Credits		Enhanced Landscaped Parkways – 4 Credits
	Passenger Loading Area or Rideshare – 2 Credits		Safe Routes to Schools, Parks, and Transit – 2 Credits
	Bike Repair Station and Bike Storage – 2 Credits		Multiple Use Trails – 5 Credits
	Subtotal		Trail Facilities Contribution – 10 Max Credits
			Subtotal
Credits	Open Space and Conservation – 12 Max Credits	Credits	Parks and Recreation – 7 Max Credits
	Contribution to City-owned Open Space – 10 Max Credits		Exceed parkland dedication requirement – 2 credits
	Trees in Streetscapes and Parks – 2 Credits		Multi-purpose playing fields/public recreational facilities – 5 credits
	Subtotal		Subtotal
		TOTAL	Credits Across All Categories
<p>A. Does the Project meet or exceed 10 Credits for housing and 50 Credits across all categories? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>B. Director’s Determination – If Question in Section A, above, is checked “No”, the Project is NOT an Essential Housing Project. If Question in Section A, above, is checked “Yes” the Project is determined an Essential Housing Project and can be certified as an Essential Housing Project by the Director of Development Services in Section C, below.</p>			
<p>C. DIRECTOR’S CERTIFICATION: I, the undersigned, in my capacity as Director of Development Services for the City of Santee certify the subject Project as an Essential Housing Project:</p>			
<p>_____</p> <p>Director of Development Services</p>		<p>_____</p> <p>Date</p>	

MEETING DATE August 25, 2021

ITEM TITLE RESOLUTION OF THE CITY COUNCIL FINDING IN SUPPORT OF AND AUTHORIZING AN OPEN MARKET PURCHASE OF ONE NEW 2022 BRAUN NORTH STAR 171-3 AMBULANCE ON A 2022 FORD E450 CHASSIS AND THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND PARAMEDIC PROGRAM RESERVE

DIRECTOR/DEPARTMENT John Garlow, Fire Chief *SG*

SUMMARY

This item requests City Council authorization to utilize an open market purchase process to purchase one (1) new 2022 Braun North Star 171-3 ambulance on a 2022 Ford E450 chassis from Braun Northwest, Incorporated, and select add-on items which will be purchased separately from other vendors. This purchase will maintain the City fleet at five (5) ambulances, as the new vehicle will ultimately replace Vehicle 185, a 2017 Braun ambulance on a Ford chassis scheduled for remount in Fiscal Year 21/22.

Santee Municipal Code (SMC) Section 3.24.120.B allows for the purchase of equipment, materials and supplies on the open market without compliance with the bidding procedure when the City Council determines that due to special circumstances it would be in the City's best interest to do so. In this case, Braun brand medic unit modules (ambulances) must match and be compatible with existing City ambulance fleet. Braun Northwest, Incorporated, is the manufacturer and authorized retailer for Braun medic unit modules which the City uses exclusively for its ambulance fleet. Braun Northwest, Incorporated, is also an authorized Ford vendor. Additional information is in the attached Staff Report.

FINANCIAL STATEMENT *for TM*

Funding for this vehicle in the amount of \$254,420.00 is included in the FY 2021-22 Vehicle Replacement Fund budget. An additional appropriation of \$30,591.46 from the General Fund Paramedic Program Reserve will be needed to complete the purchase. The City will be required to initially purchase the vehicle. The purchase will be covered with CSA 69 reserves held by the City and the remainder will be reimbursed by CSA 69 or its successor entity.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MAB*

Adopt Resolution:

1. Finding that open market purchasing is in the City's best interest and authorizing such purchase of one new 2022 Braun North Star 171-3 ambulance on a 2022 Ford E-450 chassis from Braun Northwest, Incorporated, in the amount of \$259,525.20; and
2. Finding that open market purchasing for select add-ons in the amount of \$12,510.00 is in the City's best interest and authorize such purchasing; and
3. Authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$12,976.26 (5%); and
4. Authorizing the City Manager to execute all necessary documents; and
5. Appropriating \$30,591.46 from the General Fund Paramedic Program Reserve for the purchase and outfitting of the 2022 Braun North Star 171-3 ambulance.

ATTACHMENT

Staff Report
Resolution



STAFF REPORT

RESOLUTION FINDING IN SUPPORT OF AND AUTHORIZING AN OPEN MARKET PURCHASE OF ONE NEW 2022 BRAUN NORTH STAR 171-3 AMBULANCE ON A 2022 FORD E450 CHASSIS AND THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND PARAMEDIC PROGRAM RESERVE

August 25, 2021

This item requests City Council authorization to purchase one new 2022 Braun North Star 171-3 Ambulance on a 2022 Ford E450 chassis from Braun Northwest, Incorporated, and select add-on items which will be purchased separately from other vendors, utilizing an open market purchase process. This purchase will require the City to initially purchase the vehicle and will be partially covered with CSA 69 reserves held by the City. The remainder will be reimbursed by CSA 69 or its successor entity.

This purchase will maintain the City's fleet at five (5) ambulances and will not be a net increase to the City fleet as the new vehicle will ultimately replace Vehicle 185, a 2017 Braun ambulance on a Ford chassis. Once the new ambulance is placed in service, V-185 will be scheduled to go out for remount and V-190 will serve as our third reserve ambulance. Below is a brief inventory of the Santee ambulance fleet.

- V-185 is a 2017 Ford E420 with 137,379. Considered our third reserve unit. We are targeting this unit for remount upon delivery of the new ambulance.
- V-187 is a 2018 Ford E450 with 101,154 miles. Considered our primary reserve ambulance. Will ultimately become the second reserve ambulance when V-185 is remounted on a new chassis.
- V-190 is a 2018 Ford F450 with 110,325 miles. Considered our second reserve ambulance. Will ultimately become our third reserve ambulance upon the remount of V-185.
- V-196 is a 2019 Ford E450 with 57,143 miles. Currently in service as M4. This ambulance is considered a reliable ambulance.
- V-200 is a 2019 Ford E450 with 18,685 miles. Currently in service as M5. This ambulance is considered a reliable ambulance.

The Fire Department has exclusively purchased Braun Northwest, Incorporated, ("Braun") medic unit modules (ambulances), and currently 100% of City of Santee's ambulance fleet has been manufactured by Braun. This provides efficiencies in addressing repairs, parts and service needs. Firefighting personnel operating the equipment and the City's equipment mechanics have developed familiarity with Braun ambulances, which also provides efficiency in repair and operation. Braun has a nationwide reputation for building excellent medic unit modules and the Fire Department, believing that Braun medic unit modules best meet the Department's needs for performance and service, desires continued use of Braun ambulances in the City's fleet.

Santee Municipal Code (SMC) Section 3.24.120.B allows for the purchase of equipment, materials and supplies on the open market, without compliance with the bidding procedure, when

the City Council determines that due to special circumstances it would be in the City's best interest to do so. In this case, Braun brand medic unit modules (ambulances) must match and be compatible with existing City ambulance fleet. Braun Northwest, Incorporated, is the manufacturer and authorized retailer for Braun medic unit modules (ambulances) which the City uses exclusively for its ambulance fleet. Braun Northwest, Incorporated, is also an authorized Ford vendor.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$25,000. Staff recommends utilizing open market purchasing to purchase one new 2022 Braun North Star 171-3 Ambulance on a 2022 Ford E450 chassis from Braun Northwest, Incorporated options, and select add-on items such as radios and related hardware, which will be purchased separately from other vendors.

Anticipated cost amounts are as follows, which include base price, options, inspections, delivery, add-ons, and a 5% contingency for any unforeseen changes:

1. Base Price:	\$241,333.00
2. CA Sales Tax @ 7.75%:	18,192.20
3. <u>Extended Warranty:</u>	<u>Included</u>
Total Braun Northwest, Incorporated:	\$259,525.20
4. <u>Add-ons:</u>	<u>12,510.00</u>
5. <u>5% Contingency (on Base Price):</u>	<u>12,976.26</u>
Total, All-Inclusive Amount:	\$285,011.46

The 2021 Decision Packet for the purchase of this ambulance approved the purchase of a 2021 North Star Ambulance for \$254,420 (not including 5% contingency). Due to the supply chain delays from COVID-19, the anticipated build-out date has been pushed to approximately 280-300 days. As a result of this unforeseen circumstance, the 2021 model is no longer available as previously quoted. As a result of an increased cost of the 2022 model, a transition to a liquid suspension system for improved patient comfort and a change from aluminum wheels to Alcoa wheels due to safety concerns, the amended price for this vehicle acquisition now totals \$285,011.46. In order to meet this budget gap between the Decision Package and new Braun quote, staff recommends the utilization of reserve funds earmarked for CSA 69 ambulance operations identified as the Paramedic Program Reserve. The reserve fund currently has sufficient monies to cover the increased price as a result of year-end savings placed into the fund over the previous three fiscal years.

Staff requests that the City Council adopt the Resolution providing authorization to utilize an open market purchase process to purchase one new 2022 Braun North Star 171-3 ambulance on a 2022 Ford E450 chassis from Braun Northwest, Incorporated, and select add-on items which will be purchased separately from other vendors; authorizing the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed five percent (5%) of the base price, authorizing the City Manager to execute all necessary documents for a total, all-inclusive purchase amount not to exceed \$285,011.46 and appropriating \$30,591.46 from the General Fund Paramedic Program Reserve available balances.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
FINDING IN SUPPORT OF AND AUTHORIZING AN OPEN MARKET PURCHASE OF
ONE NEW 2022 BRAUN NORTH STAR 171-3 AMBULANCE ON A 2022 FORD E450
CHASSIS AND THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND
PARAMEDIC PROGRAM RESERVE**

WHEREAS, Santee Municipal Code (SMC) Section 3.24.120 allows for the purchase of equipment, materials and supplies on the open market without compliance with the bidding procedure when the City Council determines that due to special circumstances it would be in the City's best interest to do so; and

WHEREAS, in this case, Braun brand medic unit modules (ambulances) must match and be compatible with existing City ambulance fleet; and

WHEREAS, familiarity and training on Braun Northwest, Incorporated ambulances by City personnel provides for efficiency for operation and repairs; and

WHEREAS, Braun Northwest, Incorporated, is the manufacturer and authorized retailer for Braun medic unit modules (ambulances) and an authorized Ford vendor.

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

1. Finds open market purchasing for one (1) new 2022 Braun North Star 171-3 Ambulance on a 2022 Ford E450 chassis is in the City's best interest and authorizes said purchase from Braun Northwest, Incorporated, in the amount of \$285,011.46; and
2. Finds open market purchasing for select add-on items is in the City's best interest and authorizes such purchasing in the amount of \$12,510.00; and
3. Authorizes the City Manager to approve additional expenditures for unforeseen changes in an amount not to exceed \$12,976.26 (5%); and
4. Authorizes the appropriation of \$30,591.46 from the General Fund Paramedic Program Reserve for this purpose; and
5. Authorizes the City Manager to execute all necessary documents.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 25th day of August 2021, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNET ORTIZ, CMC, CITY CLERK

MEETING DATE August 25, 2021

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA SUPPORTING THE COUNTY OF SAN DIEGO'S CONSIDERATION OF DISSOLUTION OF COUNTY SERVICE AREA NO. 69

DIRECTOR/DEPARTMENT John Garlow, Fire Department 

SUMMARY

County Service Area No. 69 (CSA 69) provides funding for enhanced advanced life support (ALS) ambulance transport service within the City of Santee ("City") and Lakeside Fire Protection District (FPD) (including the unincorporated communities of Pepper Drive and, Bostonia), covering approximately 63 square miles. Funding and administrative oversight for CSA 69 are provided by the County of San Diego ("County") Emergency Medical Services Office. Through a contract with the County, the City's Fire Department and Lakeside FPD receive funding from CSA 69 for enhanced ALS ambulance transport service.

In 2019, the County retained a consultant to evaluate the effectiveness and sustainability of the current management system and service delivery model. The evaluation indicated that greater efficiency and economies of scale would be achieved through dissolution of CSA 69 and transfer of responsibility for funding and administrative oversight of ALS ambulance transport services to the City and Lakeside FPD as successor agencies. The dissolution would align responsibilities and provide local control for administrative oversight, management of tax revenue, and service provision.

The City has been working with the County and Lakeside FPD to develop a plan for dissolution of CSA 69 and transfer of CSA 69's responsibility for funding and administrative oversight of ALS ambulance transport service to the City and Lakeside FPD. The attached resolution would formally demonstrate the City's support for the County's plan to dissolve CSA 69 and transfer to the City and Lakeside FPD, the responsibility for funding and administrative oversight of ALS ambulance transport service to the City and Lakeside FPD, including transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69.

ENVIRONMENTAL REVIEW

Adoption of the resolution of support is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3)(no possibility that the activity in question may have a significant effect on the environment); and CEQA Guidelines Sections 15378(b)(4)(government fiscal activities) and (5)(government organizational or administrative activities). Additionally, CEQA Guidelines Section 15320 will apply to the actual reorganization because the proposed action involves a reorganization of local governmental agencies where the changes do not alter the geographical area in which existing powers are exercised.

FINANCIAL STATEMENT *HS w/prim*

There is no financial impact at this time. If a successor entity to CSA 69 is created, the City of Santee and Lakeside FPD will become responsible for the funding of ALS transport services, including the transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MSB*

Adopt the attached Resolution supporting the County of San Diego's consideration of dissolution of CSA 69.

ATTACHMENT

Staff Report
Resolution

STAFF REPORT

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, SUPPORTING THE COUNTY OF SAN DIEGO'S CONSIDERATION OF DISSOLUTION OF COUNTY SERVICE AREA NO. 69

August 25, 2021

A. INTRODUCTION

The City of Santee ("City") has been working with the County of San Diego ("County") and Lakeside Fire Protection District ("Lakeside FPD") to develop a plan for dissolution of County Service Area No. 69 ("CSA 69") and transfer of CSA 69's responsibility for funding and administrative oversight of Advanced Life Support ("ALS") ambulance transport service to the City and Lakeside FPD. The attached resolution would formally demonstrate the City's support for the County's plan to dissolve CSA 69 and to transfer to the City and Lakeside FPD, the responsibility for funding and administrative oversight of ALS ambulance transport service, including transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69.

B. BACKGROUND

CSA 69 provides funding for enhanced ALS ambulance transport service within the City of Santee and Lakeside FPD (including the unincorporated communities of Pepper Drive and Bostonia), covering approximately 63 square miles. Today, under governance of the County Board of Supervisors, funding and administrative oversight is provided by the County of San Diego Emergency Medical Services Office. Through a contract with the County, the City's Fire Department and Lakeside FPD receive funding from CSA 69 for enhanced ALS ambulance transport service.

In 2019, the County retained a consultant to evaluate the effectiveness and sustainability of the current management system and service delivery model. The evaluation indicated that greater efficiency and economies of scale would be achieved through dissolution of CSA 69 and transfer of responsibility for funding and administrative oversight of ALS ambulance transport services to the City and Lakeside FPD as successor agencies. The dissolution would align responsibilities and provide local control for administrative oversight, management of tax revenue, and service provision.

As a result, the County plans to consider adoption of a Resolution of Intention to dissolve CSA 69 and transfer responsibility for funding and administrative oversight of ALS ambulance transport services to the City and Lakeside FPD as successor agencies. The County's Resolution of Intention initiates the process for dissolution of CSA 69 and transfer of its responsibilities.

C. ANALYSIS

To successfully achieve the desired efficiency and economies of scale, the transfer of funding responsibility must include the transfer to the City and Lakeside FPD of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69.

Accordingly, the attached resolution would formally demonstrate the City's support of the County's evaluation of the dissolution of CSA 69 and the transfer of responsibility for funding and administrative oversight of ALS ambulance transport service to the City and Lakeside FPD as successor agencies to CSA 69.

Further, the attached resolution would demonstrate the City's intent to work with the County and Lakeside FPD in good faith to accomplish the dissolution of CSA 69 and transfer of CSA 69's responsibilities to the City and Lakeside FPD. This would include working with the County and Lakeside FPD to establish the terms and conditions for the dissolution of CSA 69 and the transfer of its responsibilities, to include transfer to the City of Santee and Lakeside Fire Protection District of authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69.

D. STAFF RECOMMENDATION

Adopt the Resolution Supporting the County of San Diego's Consideration of Dissolution of County Service Area No. 69.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
SUPPORTING THE COUNTY OF SAN DIEGO'S CONSIDERATION OF
DISSOLUTION OF COUNTY SERVICE AREA NO. 69**

WHEREAS, County Service Area No. 69 (CSA 69) was established by the County of San Diego Board of Supervisors in 1974 to provide funding for enhanced Advanced Life Support (ALS) ambulance transport service within the City of Santee and Lakeside Fire Protection District (including the unincorporated communities of Pepper Drive and Bostonia); and

WHEREAS, the County of San Diego Board of Supervisors has considered, or soon will consider, a Resolution of Intention to dissolve CSA 69 and transfer funding and administrative oversight of CSA 69 to the City of Santee and Lakeside Fire Protection District as successor agencies to CSA 69 for these purposes (Change of Organization); and

WHEREAS, it is intended that the proposed Change of Organization will include transferring to the City of Santee and the Lakeside Fire Protection District the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69 to support the enhanced ALS ambulance transport service within the former boundaries of CSA 69 following dissolution; and

WHEREAS, the proposed Change of Organization would better maximize funding, and better meet current and future demands, for ALS ambulance transportation service within the City of Santee and Lakeside Fire Protection District by aligning funding and administrative oversight of service with the governing bodies responsible for providing the service, resulting in efficiencies; and

WHEREAS, the City of Santee desires to support and work in good faith with the County of San Diego and Lakeside Fire Protection District in the process of dissolving CSA 69 upon agreed-upon terms and conditions for the transfer of responsibility for funding and administrative oversight of ALS ambulance transport service to the City of Santee and Lakeside Fire Protection District as successor agencies.

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

SECTION 1. The City of Santee hereby expresses its support for the County of San Diego's evaluation of the dissolution of CSA 69 and the transfer of responsibility for funding and administrative oversight of ALS ambulance transport service to the City of Santee and Lakeside Fire Protection District, to serve as successor agencies to CSA 69.

SECTION 2. The City of Santee hereby expresses its intention to work in good faith with the County of San Diego and Lakeside Fire Protection District to accomplish the dissolution of CSA 69 upon agreed-upon terms and conditions for the transfer of responsibility for funding and administrative oversight of ALS ambulance transport service

RESOLUTION NO. _____

to the City of Santee and Lakeside Fire Protection District as successor agencies, to include transfer to the City of Santee and Lakeside Fire Protection District of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 25th day of August, 2021, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE August 25, 2021

ITEM TITLE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH D-MAX ENGINEERING, INC. FOR STORM WATER PROGRAM AS-NEEDED STAFFING SERVICES

DIRECTOR/DEPARTMENT Development Services / Melanie Kush



SUMMARY

This item requests the City Council authorize the execution of a Professional Services Agreement (Agreement) with D-Max Engineering, Inc. (D-Max) to provide as-needed Storm Water Program staffing and technical support necessary to maintain compliance with the City's Municipal Storm Water Permit.

D-Max has unique knowledge and history from working with the City for over twelve years. The company provides specialized services specifically tailored to storm water permit compliance. D-Max provides similar services for various other agencies in San Diego County. This Professional Services Agreement will support the essential duties and functions assigned to the Storm Water Program division.

Specifically, the proposed tasks in the Agreement are required to be performed by the City to remain in compliance of the San Diego Regional Water Quality Control Board Order No. R9-2013-0001(MS4) permit, as amended; the San Diego River Bacteria Total Maximum Daily Load (TMDL); and other relevant regulations and agreements. These tasks include meeting attendance at regional and watershed storm water meetings, program technical support, annual reporting support, structural BMP inspections and maintenance verifications for high priority sites, verification inspections for other sites, as-need storm water plan updates, TMDL compliance support, Storm Water Quality Management Plan reviews for development projects and building permit reviews, and construction storm water inspections.

Staff recommends authorizing the City Manager to execute a Professional Services Agreement with D-Max in an amount not to exceed \$226,800 for a six-month period. This is intended to be a short-term Agreement that provides staff support until the Storm Water Program Division is fully staffed.

ENVIRONMENTAL REVIEW

Per California Environmental Quality Act (CEQA) Guidelines Section 15378, this action is not a project under CEQA and, therefore, is not subject to CEQA review.

FINANCIAL STATEMENT *HJ to FTM*

Funding for these services will be provided by various budgeted funds in the adopted FY2021-22 General Fund, Zone 2 Flood Control District Fund and Capital Improvement Program budgets, including savings from the vacant Storm Water Program Manager position (estimated at \$78,015); an existing D-Max Contract for dry weather monitoring and reporting (\$60,000); and the adopted Capital Improvement Program budget for the San Diego River Bacteria TMDL Bacteria reduction project - CIP 2020-22 (\$61,000); as well as reimbursements for full cost recovery from developer deposit accounts when performing inspection and report work related to active construction sites.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MAB*

Adopt the Resolution authorizing the City Manager to execute a Professional Services Agreement for as-needed Storm Water Program staffing services with D-Max in an amount not to exceed \$226,800 for a six-month period.

ATTACHMENTS

Resolution
Professional Services Agreement

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH D-MAX ENGINEERING, INC. FOR STORM
WATER PROGRAM AS-NEEDED STAFFING SERVICES**

WHEREAS, the City of Santee is required to implement the requirements of the San Diego Regional Water Quality Control Board Order No. R9-2013-0001(MS4) permit, as amended; the San Diego River Bacteria Total Maximum Daily Load (TMDL); and other relevant regulations and agreements; and

WHEREAS, due to current vacancies in the Storm Water Program Division, there is a need for expert consulting services to ensure compliance with the MS4 Permit, Investigative Orders and other compliance enforcement orders; and

WHEREAS, D-Max Engineering, Inc. has unique knowledge and history from working with the City for over twelve years, and provides specialized services specifically tailored to storm water permit compliance and provides similar services for various other agencies in San Diego County and can provide the necessary staff; and

WHEREAS, the Storm Water Program Manager's position is funded by various budgeted funds in the adopted FY2021-22 General Fund, Zone 2 Flood Control District Fund and Capital Improvement Program budgets, including savings from the vacant Storm Water Program Manager position; expert consulting services; and the adopted Capital Improvement Program budget for the San Diego River Bacteria TMDL Bacteria reduction project - CIP 2020-22; as well as reimbursements for full cost recovery from developer deposit accounts when performing work related to Land Development projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee, California, authorizes the City Manager to execute a Professional Services Agreement with D-Max Engineering, Inc. in an amount not to exceed \$226,800.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 25th day of August, 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
D-MAX ENGINEERING, INC.**

This Agreement for Professional Services (“Agreement”) is made and entered into this 16th day of August, 2021, by and between the City of Santee, a California charter city (“City”) and D-Max Engineering Inc. (“DMAX”), a corporation (“Consultant”). City and Consultant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

A. City is in need of professional services for the following project: Storm Water Program as-need staffing (“the Project”).

B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.

C. The Parties desire to establish the terms for the City to retain the Consultant in order to provide the services described herein.

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 \$226,800.

c. Each month Consultant shall furnish City with an 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 invoice shall be returned to the 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. 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 authorization from the City. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of six (6) months from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both City and Consultant.

4. 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, a change in the scope of the work shall be processed by the City in the following manner: (1) a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule, (2) 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.

5. 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.

6. 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.

7. 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.

8. 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.

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; pandemics; 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.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the City as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to City employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

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 acceptance 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 subconsultants 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

- (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 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 of Insurance 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 Consultant'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. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an

"Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

18. 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.

19. 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.

20. Organization

Consultant shall assign John Quenzer 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.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by electronic mail, or 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:
Scott Johnson
Principal Civil Engineer
City of Santee
10601 Magnolia Avenue, Building #4
Santee, CA 92071

CONSULTANT:
John Quenzer
Vice President
D-Max Engineering, Inc.
5440 Morehouse Drive, Suite 4550
San Diego, CA 92121

22. 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.

23. 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.

24. Non-discrimination

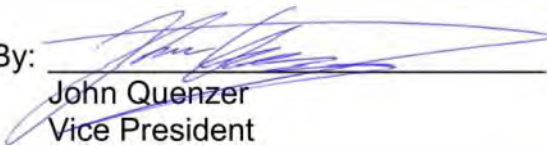
Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under 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
City Manager

By: 
John Quenzer
Vice President

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty
City Attorney

EXHIBIT 'A'
SCOPE OF SERVICES

See attached

EXHIBIT 'A'

SCOPE OF SERVICES

During the time when the City's Stormwater Manager position is vacant, we will provide qualified staff to help the City interpret and comply with applicable requirements on an as-needed basis. The scope below is based on providing services for six months. It is our understanding that the City has requested in-person staff support in some cases. We are prepared to provide in-person staffing as needed; however, we are also equipped to provide services in a remote capacity, e.g., in the event COVID-19 restrictions are reinstated.

Task 1: Stormwater Technical Support and Meeting Attendance

We will attend regional and watershed stormwater meetings to represent the City and provide updates on key items discussed and decisions needed to City staff. We will work with City staff to identify specific meetings to attend. Meetings could include, for example, San Diego River Watershed, Program Planning Subcommittee, Education and Outreach Workgroup, Land Development Workgroup, and Agricultural Ad Hoc Subcommittee meetings. We assume meetings will be held remotely rather than in person, meetings will last about two hours each, and that we will attend three meetings per month.

Task 2: Program Technical Support

We will support City staff as they implement stormwater requirements. This is expected to include mainly answering questions from staff and checking in with staff to verify work is on track to meet Permit requirements. Based on past experience, we expect this support to take about half a day per week.

Task 3: Annual Reporting Support

Each year the City prepares its Jurisdictional Runoff Management Program (JRMP) annual report and contributes to the San Diego River Water Quality Improvement Plan (WQIP) annual report.

We understand the City's Stormwater Program Manager has compiled most of the information required to prepare the JRMP Annual Report. If D-MAX staff take responsibility for preparing the JRMP Annual Report based on that information, we will review the compiled information and work with other City staff to obtain additional information required to complete the annual report, such as data from the last portion of

the fiscal year. We will prepare the JRMP Annual Report form based on this information. We will also provide the City with backup information to document how the numbers in the JRMP Annual Report were developed and a brief summary of any compliance concerns based on review of the JRMP data.

For the WQIP Annual Report, we will compile jurisdictional information to complete Santee's portion of the annual report. This information will mainly come from the JRMP Annual Report and data D-MAX has collected from inspection and monitoring work for the City; we will also get additional information from City staff as needed to finalize the City's contributions to the report. D-MAX will also review the draft WQIP Annual Report and its attached Bacteria Total Maximum Daily Load (TMDL) Annual Report and provide edits and comments on behalf of the City. We will brief City staff on key compliance items, such as reported violations of the Bacteria TMDL.

Task 4: Structural BMP Inspections and Maintenance Verification

The City is required to inspect all high priority structural BMPs before October 1 each year. D-MAX will complete the high priority inspections as required by the MS4 Permit. This assumes 24 high priority sites will require inspections.

The City is also required to obtain self-verification of BMP maintenance for BMPs at the sites that are not inspected (i.e., the BMPs that are not high priority). D-MAX can send BMP maintenance verification to the non-high priority sites and process responses received. We estimate that we will send 50 maintenance verification mailings for this task. We assume the City's past maintenance verification mailings will be available and can be used as a template for the current year's mailings.

Task 5: As-Needed Stormwater Plan Updates

If the MS4 Permit is reissued during the 2021-2022 fiscal year, the City will likely need to begin work on updating the JRMP and the BMP Design Manual. D-MAX will assist the City with making these updates on an as-needed basis. This task includes initial work on these tasks; the exact scope of work will be determined based on discussion with the City's project manager after a reissued MS4 Permit is approved.

Task 6: TMDL Compliance Support

D-MAX will prepare a Pollution Prevention Plan (PPP) as part of the proposed Bacteria TMDL Time Schedule Order (TSO). We will also conduct an analysis of the City's major outfalls to develop a plan to systematically eliminate dry weather flows. Recommended actions based on the outfall analysis may also be incorporated into the PPP.

The outfall analysis will be conducted using the following approach:

- Evaluate existing monitoring data to classify monitoring sites into one of the following groups:
 1. Persistent flow, with higher flow (>1 gpm)
 2. Persistent flow, with lower flow (<1gpm)
 3. Occasionally flowing, but sometimes dry or ponded
 4. Consistently ponded
 5. Sometimes ponded and sometimes dry
 6. Dry

- Evaluate field data and photos from monitoring sites classified into groups 2-5 to determine whether relocating the monitoring site further downstream might justify a change in the flow status (e.g. if the outfall is not in close proximity to the receiving water and water from the MS4 does not reach the receiving water). Additional field verification will be conducted when necessary to confirm viability of modified monitoring locations.

- Evaluate locations in group 1 to determine if a swale, permeable pavement, or similar improvement could be constructed to eliminate persistent flow from the outfall. Conceptual designs will be provided for up to 10 improvements. Designs will include:
 - Plan view exhibit showing location and size of the improvement along with relevant features (e.g. MS4, water bodies, etc.),
 - Improvement cross section details,
 - Notes on potential need for environmental permits, FEMA approvals, etc.,
 - Notes on potential need for geotechnical study, and
 - Preliminary cost estimate.

The pollution prevention plan will incorporate any relevant proposed changes to monitoring locations or other findings associated with the outfall analysis described above.

Deliverables:

- TSO Pollution Prevention Plan
- Draft and final versions will be provided; the final version will incorporate comments from the City.
- Updated outfall monitoring locations: spreadsheet, map, and brief memo explaining the updates.
- Conceptual Design information for up to 10 improvements, as described above.

- Draft and final versions will be provided; the final version will incorporate comments from the City.

Task 7: SWQMP and Building Permit Stormwater Review

We will assist the City in completing stormwater technical reviews of SWQMPs for Standard and Priority Development Projects, as well provide stormwater requirement reviews for building permit applications.

We are prepared to provide in-house, remote review service, or a combination thereof acceptable to the City. We are also prepared to provide review comments in a timely manner in any format (written comments, document markups, plan redlines, etc.) preferred by the City.

Based on 2020 JRMP annual reporting and feedback provided by the City the proposed budget for this task assumes reviewing 3 PDP SWQMP submittals and 25 building permits for stormwater quality requirements per month, for a total of 18 SWQMP and 150 building permit reviews over a 6-month period. The proposed cost assumes approximately 8 hours for each SWQMP review and 1.5 hours for each building permit review.

Time will be tracked individually for each project so that the City may bill each project applicant to recover these costs.

Task 8: Construction Stormwater Inspections

D-MAX will assist the City with completing MS4 Permit required stormwater compliance inspections for approximately 21 construction projects. We anticipate that approximately 3 days of fieldwork and office per week will be conducted for routine and follow up inspections, enforcement, and post-construction BMP verification, depending on the number of sites to be inspected.

Costs will be based on actual cost time spent conducting inspections and required follow-up work. Time will be tracked individually for each construction project so that the City may bill each project proponent or CIP account to recover these costs. Additional information on the work that will be completed is described below, assuming construction inspections are completed from the beginning of September 2021 through the end of February 2022.

Construction Program Administration

- We will have one kickoff call with the City.

- We will update the construction inventory spreadsheet at least monthly based on new permits issued and information from City staff about when projects will start work.
- Inspectors will meet with the City's project manager for half an hour each week for the duration of the contract for weekly check-in meetings.
- We assume that we will attend up to eight pre-construction meetings since some projects will begin during the contract period. We will review the requirements as presented on the approved Erosion Control Plan and approved Storm Water Quality Management Plan (SWQMP), focusing on key actions necessary to maintain compliance, and the required deadlines.

Routine Inspections (156 inspections)

- Based on review of the City's existing project inventory, we anticipate up to 156 inspections will be conducted per the site prioritization and inspection frequencies required by the City's JRMP. We assume routine inspections will take approximately 1.75 hours per inspection, which includes travel, site walk, and finalizing inspection report. Actual time spent per site may be higher or lower than this estimate based on factors such as the size of the site and degree to which the site is compliant.
- We will email copies of the City's PDF inspection form to the responsible parties.

Follow-up inspections (156 follow-ups)

- We assume that all sites will require follow-up. Required follow-up will typically consist of processing photo documentation received via email. We assume that in most cases the corrections required will be able to be resolved when Responsible parties submit Corrective Action Response documentation via email.
- In some cases, we will complete in person re-inspections to verify compliance, especially if multiple BMP deficiencies are noted.

Additional Enforcement Actions

Based on review of data reported in the last JRMP annual report, higher level enforcement actions (e.g., administrative citations or stop work orders) may be required in a small number of cases. In these instances, D-MAX will prepare supporting documentation for these higher-level enforcement actions, which we understand will need to be issued by City staff rather than our staff. We will also assist the City processing responses to these enforcement actions and/or completing site inspections to verify corrections.

Post-Construction BMP Verification

- We understand there are 14 active PDPs on the City's construction inventory. We will coordinate with responsible parties to ensure the post-construction TCBMPs are constructed per the approved plans and SWQMP.
- We assume inspectors will spend up to 8-9 hours per project to verify the BMP(s) have been constructed per plan. The actual time required to verify the BMPs depends on the type and number of BMPs. For example, proprietary BMPs generally take less time to verify because they are installed in one step and generally are also checked by the vendor's inspector. BMPs like biofiltration take more time to install because different components are installed at different times (e.g., underdrain, aggregate, media, landscaping, etc.).
- We will request the contractor provide us with photographic documentation of proper installation for each important BMP attribute (e.g. soil media type and depth for a biofiltration basin). If our staff are at the site at the same time that a BMP is being installed, our staff may directly document installation instead.
- For each project, we will also conduct an onsite inspection prior to final signoff. Whenever possible, we will verify post-construction BMPs have been constructed during routine inspections and during follow-up inspections instead of completing a separate visit only to verify the post-construction BMPs.

EXHIBIT 'B'
SCHEDULE OF CHARGES

See attached

EXHIBIT 'B'

ESTIMATED COST

We propose to provide the services described above on a time and materials basis in accordance with our attached fee schedule, not to exceed the totals below. “Recoverable” work is expected to be funded by fees paid by developers or CIP funds, and charges for this work will be broken out separately by project on our invoices.

Task	Cost
<u>Non-Recoverable Costs</u>	
Task 1: Stormwater Meeting Support	\$5,400
Task 2: Program Technical Support	\$14,400
Task 3: Annual Reporting Support	\$12,000
Task 4: Structural BMP Inspections	\$12,000
Task 5: As-Needed Stormwater Plan Updates	\$8,000
Task 6: TMDL Compliance Support	\$44,000
<i>Pollution Prevention Plan</i>	\$10,000
<i>Major Outfall Analysis</i>	\$10,000
<i>Conceptual Improvement Designs</i>	\$24,000
Subtotal	\$95,800
<u>Recoverable Costs</u>	
Task 7: SWQMP and Building Permit Stormwater Review	\$55,000
<i>SWQMP Reviews (18)</i>	\$20,000
<i>Building Permit Reviews (150)</i>	\$35,000
Task 8: Construction Stormwater Inspections	\$76,000
<i>Construction Program Administration</i>	\$7,000
<i>Routine inspections (156 inspections)</i>	\$35,000
<i>Follow-up inspections (156 follow-ups)</i>	\$23,000
<i>Additional Enforcement Actions</i>	\$2,000
<i>Post-Construction BMP Verification</i>	\$9,000
Subtotal	\$131,000
Total	\$226,800



SCHEDULE OF FEES
January 1, 2021

LABOR
Classification

Hourly Rate

Word Processor/Admin	70
Drafter	80
Technician	80
Senior Technician	92
Staff Scientist I	102
Staff Scientist II	112
Assistant Project Scientist	130
Project Scientist	145
Senior Scientist	165
Principal Scientist	192
Staff Engineer I	112
Staff Engineer II	123
Assistant Project Engineer	140
Project Engineer	155
Senior Engineer	177
Principal Engineer	204

OTHER CHARGES

Subcontracted services, such as sub consultants, outside testing, drilling, and surveyors, will be charged at cost plus 15%. Other project-specific costs, such as rentals, expendable or special supplies, special project insurance, permits and licenses, shipping, subsistence, tolls and parking, outside copying/printing, etc., will be charged at cost plus 15%. Mileage will be charged at the current IRS rate. Meals, lodging, and travel expenses, when pre-approved by the City, will be charged at cost or at standard per diem rates, as applicable.

Client will be responsible for any applicable taxes in addition to the fees due for Services.

Field and hourly services will be charged portal to portal from our office, with a two-hour minimum.

Appearance as expert witnesses at court trials, mediation, arbitration hearings and depositions will be charged at \$250/hour. Time spent preparing for such appearances will be charged at the above standard hourly rates.

EXHIBIT 'C'
ACTIVITY SCHEDULE

Work to commence upon Notice to Proceed, on an as needed-basis, and in accordance with the timelines outlined in Exhibit A.