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to support
material for
that item.**

**City of Santee
Regular Meeting Agenda**

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

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

**January 23, 2013
7:00 PM**

ROLL CALL: Mayor Randy Voepel
Vice Mayor John Minto
Council Members Jack Dale, Rob McNelis and John Ryan

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:

1. CONSENT CALENDAR:

Consent Calendar items are considered routine and will be approved by one motion, with no separate discussion prior to voting. Council Members, staff or public may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be presented to the City Clerk before the meeting is called to order. Speakers are limited to 3 minutes.

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.**
- (B) Approval of Meeting Minutes:**
 - **Santee City Council 01-09-13 Regular Meeting**
 - **CDC Successor Agency 01-09-13 Regular Meeting**
 - **Public Financing Authority 01-09-13 Regular Meeting**
- (C) Approval of Payment of Demands as presented.**
- (D) Second Reading and adoption of an Ordinance amending various sections of Title 17 “Zoning” of the Santee Municipal Code to address compliance with state laws governing supportive residential uses, as defined in Chapter 17.04 “Administration,” and found in Chapter 17.06 “Permits,” Chapter 17.08 “Development Review,” Chapter 17.10 “Residential Districts,” and Chapter 17.14 “Industrial Districts.” (Case File: ZA2012-1)**

- (E) **Second Reading and adoption of an Ordinance amending the Zone District Map R2012-01 to reclassify Assessor Parcel Numbers 384-042-22, 384-042-23, 383-021-03, 383-021-04, 383-021-06, 383-021-07 to the R-14 (Medium-High Residential) District and to reclassify Assessor Parcel Numbers 383-061-01, 383-061-02, 383-061-03 to the R-22 (High Density Residential) District in conjunction with the 2013-2020 Housing Element of the General Plan. (Case Files: GPA2012-1 and TCSPA2012-1)**
- (F) **Adoption of a Resolution to award the construction contract for the internally-illuminated Street Name Sign Replacement Project (CIP 2012-010) to T&M Electric, Incorporated, DBA Perry Electric, in the amount of \$64,782; authorization for the City Manager to execute the contract; and authorization for the Director of Development Services to execute change orders up to a total of \$9,700.**
- (G) **Rejection of two claims against the City by Dorindia Yost and Dorindia Reyes per Government Code Section 913.**

2. PUBLIC HEARINGS:

- (A) **Continued Public Hearing and Second Reading of an Ordinance amending Title 8, "Health and Safety" of Santee Municipal Code, Chapter 8.36 Article V, entitled "Food Vending Vehicles" to incorporate the County's letter grade system for mobile food vending vehicles. (ZA2012-2)**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Find the Amendment exempt from the provisions of CEQA; and
3. Adopt the Ordinance.

3. ORDINANCES (First Reading):

- (A) **An Ordinance amending Section 1.08.010 of the Municipal Code to allow prosecution of Municipal Code violations as misdemeanors or infractions.**

Recommendation: Introduce Ordinance for First Reading and set Second reading for February 13, 2013.

4. CITY COUNCIL ITEMS AND REPORTS:

- (A) **Extension of excused absences for Council Member. (Voepel)**

Recommendation: Formally excuse Council Member John Ryan from attendance at the last four City Council meetings, and further, excuse him from attendance at future Council meetings if needed.

(B) Annual Presentation of Local Appointments List – Boards, Commissions & Committees

Recommendation:

1. Council action on recommended appointment(s) if any, as presented by Mayor at meeting; and
2. Reaffirmation/continuance of all other standing groups and representation as listed.

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:**

(A) Authorize the advertising of a Request for Proposals for project design and California Environmental Quality Act review for a water well at Town Center Community Park.

Recommendation:

Authorize the advertising of a Request for Proposals for the design and compliance with the California Environmental Quality Act of a water well at Town Center Community Park.

(B) Request for consideration of General Plan and Zone Code Amendments to change the land use designations of property in Town Center (Site 1) and in the Low-Medium Residential (R-2) District on Via De Christina (Site 2) for Park/Open Space use. (City Initiated)

Recommendation: Provide direction as to whether staff should proceed with processing the Town Center Specific Plan Amendment for Site 1, and a General Plan Amendment and Rezone for Site 2. A decision by the Council to authorize staff to consider a General Plan Amendment does not indicate eventual approval of the requested amendments. This proposal would be presented to City Council at a future public hearing.

(C) Five-Year agreement with San Diego County Sheriff’s Department for Law Enforcement services.

Recommendation:

Approve the agreement with the County of San Diego and the San Diego County Sheriff for general and specialized law enforcement and traffic services, and authorize the Mayor to execute the agreement.

- (D) Resolution approving a five-year agreement with the County of San Diego for Animal Control Services for the period July 1, 2013 through June 30, 2018 and authorizing the City Manager to execute the agreement.**

Recommendation:

Adopt the Resolution approving a five-year agreement with the County of San Diego for Animal Control Services for the period July 1, 2013 through June 30, 2018 and authorizing the City Manager to execute the agreement.

- (E) Adopt Resolutions authorizing the purchase of one new Vactor Model 2100 Plus Series Jet Rodder mounted on a 2014 Freightliner chassis and authorizing the use of lease-purchase financing with Caterpillar Financial Services Corporation, and approve declaration of surplus for Vehicle #59.**

Recommendation:

1. Adopt the Resolution to authorize the purchase of one new Vactor Model 2100 Plus Series Jet Rodder/Vacuum mounted on a 2014 Freightliner chassis from Haaker Equipment Company for an amount not to exceed \$334,873; and
2. Adopt the Resolution to authorize use of lease-purchase financing with Caterpillar Financial Services Corporation; and
3. Declare Vehicle #59, a 1990 Vactor Jet, surplus and direct sale of vehicle at public auction; and
4. Authorize the City Manager to execute all necessary documents.

- (F) Adopt Resolutions authorizing the purchase of one new Caterpillar Model 430F Backhoe and authorizing the use of lease-purchase financing with Caterpillar Financial Services Corporation, and approval of declaration of surplus for Vehicle #86.**

Recommendation:

1. Adopt the Resolution to authorize the purchase of one new Caterpillar Model 430F Backhoe from Hawthorne Machinery Company for an amount not to exceed \$124,900; and
2. Adopt the Resolution to authorize the use of lease-purchase financing with Caterpillar Financial Services Corporation; and
3. Declare Vehicle #86, a 1996 Caterpillar Model 416B Backhoe, surplus and direct sale of vehicle at public auction; and
4. Authorize the City Manager to execute all necessary documents.

7. COMMUNICATION FROM THE PUBLIC:

Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.

8. CITY MANAGER REPORTS:

9. CDC SUCCESSOR AGENCY:

(Note: Minutes appear as Item 1B)

10. SANTEE PUBLIC FINANCING AUTHORITY:

(Note: Minutes appear as Item 1B)

11. CITY ATTORNEY REPORTS:

12. CLOSED SESSION:

(A) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Gov. Code section 54956.9

Name of Case: Equity Lifestyle Properties, Inc. and MHC Financing Limited Partnership Two v. City of Santee, SDSC Case No. 37-2012-00065477.

(B) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Gov. Code section 54956.9

Name of Case: MHC Financing Limited Partnership Two v. City of Santee, USDC Case No. 12 CV 253 W-POR.

(C) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9

Name of Case: Cameron's Mobile Estates, LLC v. City of Santee
Case No. 37-2012-00069606-CU-WM-EC

(D) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Government Code Section 54956.9

Name of Cases: Preserve Wild Santee v. City of Santee
San Diego Superior Court Case No. 37-2008-00075168

(E) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Government Code Section 54956.9

Name of Cases: Preserve Wild Santee v. City of Santee
San Diego Superior Court Case No. 37-2009-00097042

13. ADJOURNMENT:



**January & February
Meetings**

Jan	03	Santee Park & Recreation Committee	Bldg. 6 Conf. Rm.
Jan	09	City Council Meeting	Chamber
Jan	14	Community Oriented Policing Committee	Chamber Conf. Rm.
Jan	23	City Council Meeting	Chamber
Feb	07	Santee Park & Recreation Committee	Bldg. 6 Conf. Rm.
Feb	11	Community Oriented Policing Committee	Chamber Conf. Rm.
Feb	13	City Council Meeting	Chamber
Feb	27	City Council Meeting	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.ci.santee.ca.us.

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

State of California	}	AFFIDAVIT OF POSTING AGENDA
County of San Diego	} ss.	
City of Santee	}	

I, Patsy Bell, CMC, City Clerk of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with Resolution 61-2003 on January 18, 2013 at 4:30 p.m.

_____	01/18/13
Signature	Date

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE **APPROVAL OF MEETING MINUTES: SANTEE CITY COUNCIL,
CDC SUCCESSOR AGENCY AND SANTEE PUBLIC FINANCING
AUTHORITY REGULAR MEETING OF JANUARY 9, 2013**

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk

PB

SUMMARY

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW



N/A



Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENTS (Listed Below)

January 9, 2013 Minutes

Minutes

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

Draft

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

January 9, 2013

This Regular Meeting of the Santee City Council, the CDC Successor Agency, and the Santee Public Financing Authority was called to order by Vice Mayor/Vice Chair John Minto at 7:08 p.m.

Council Members present were: Vice Mayor/Vice Chair John Minto and Council/ Authority Members Jack E. Dale and Rob McNelis. Council/ Authority Member John Ryan was absent. Mayor Randy Voepel entered the meeting at 7:20 p.m.

Staff present were: City Manager/Authority Secretary Keith Till, City/Authority Attorney Shawn Hagerty, Deputy City Manager/Director of Development Services Pedro Orso-Delgado, Director of Community Services Bill Maertz, Director of Fire and Life Safety Bob Leigh, Director of Human Resources Jodene Dunphy, Director of Planning Melanie Kush, Assistant to the City Manager Kathy Valverde, Senior Management Analyst Pamela White, City Clerk Patsy Bell, and Office Aide Rowena Parravano.

LEGISLATIVE INVOCATION: Imam Taha Hassane, Islamic Center of San Diego

PLEDGE OF ALLEGIANCE: Tim McClain, District 4 Communications Director

ADJOURNMENT IN MEMORY: Tomas Vargas

Vice Mayor Minto presented the Adjournment Certificate to wife Celina Vargas.

Mayor Voepel entered the meeting at 7:20 p.m.

PRESENTATION: Mobile Application for Emergencies

San Diego County Supervisor Ron Roberts gave a presentation on the Next Generation Incident Command System, which allows people to receive real-time updates during an emergency via their Smart Phone or iPad.

Draft

PROCLAMATION: Santee Health Awareness Month

Vice Mayor Minto presented the proclamation to Steve Lauria.

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:

Council Member Dale requested Item 1D be pulled for discussion and registered an abstention for Item 1F.

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.
- (B) Approval of Meeting Minutes:
 - Santee City Council 12-12-12 Regular Meetings
 - CDC Successor Agency 12-12-12 Regular Meetings
 - Public Financing Authority 12-12-12 Regular Meetings
- (C) Approval of Payment of Demands as presented.
- (D) Item Removed from the Consent Calendar for discussion.
- (E) Adoption of findings in support of an open market purchase and authorization of an agreement for the purchase of "Traffic Collision Database System" software in an amount not to exceed \$28,700 from Crossroads Software Incorporated.
- (F) Adoption of a Resolution authorizing an application for grant funds under the Recreation Trails Program administered by the California Department of Parks and Recreation. (Reso 003-2013; Dale Abstain)
- (G) Approval of and authorization for the City Manager to execute the San Diego County Operational Area Building Safety Inspection Mutual Aid Agreement and designation of the Development Services Director as Agreement Coordinator.

ACTION: On motion of Council Member McNelis, seconded by Mayor Voepel, the Agenda and Consent calendar were approved as amended with all voting aye, except Council Member Dale who abstained on Item 1F and Council Member Ryan who was absent.

Mayor Voepel left the meeting at 7:44 p.m.

Item removed from the Consent Calendar:

- (D) Adoption of two Resolutions authorizing the filing of two applications for SANDAG Smart Growth Incentive Program Planning grants. (Resos 1-2013 & 2-2013)

Director of Development Services Orso-Delgado and Principal Planner Kevin Mallory answered Council's questions regarding the Aerotropolis project.

ACTION: On motion of Council Member Dale, seconded by Council Member McNelis, the two Resolutions authorizing the filing of two applications for a Smart Growth Incentive Program planning grant were adopted with all voting aye, except Mayor Voepel and Council Member Ryan who were absent.

2. PUBLIC HEARINGS:

- (A) Public Hearing and introduction for First Reading of an Ordinance amending Title 8, "Health and Safety" of Santee Municipal Code, Chapter 8.36 Article V, Entitled "Food Vending Vehicles" to incorporate the County's letter grade system for mobile food vending vehicles. (ZA2012-2)

The Public Hearing opened at 7:50 p.m.

PUBLIC SPEAKERS: None

ACTION: On motion of Council Member Dale, seconded by Council Member McNelis, the Ordinance was introduced for First Reading and the Public Hearing was continued to January 23, 2013 for the Second Reading of the Ordinance with all voting aye, except Mayor Voepel and Council Member Ryan who were absent.

- (B) Public Hearing to amend the City of Santee General Plan (GPA2012-1) and the Town Center Specific Plan (TCSP2012-1) to change the land use designations of certain properties by Resolution, and concurrent amendment to the Zoning District Base Map, Title 17 of the Municipal Code to re-classify said properties by Ordinance. (Related Case Files: GPA2012-1, TCSPA2012-1, R2012-1, AEIS2012-5) (Resos 4-2013 & 5-2013)

The Public Hearing opened at 7:52 p.m. Director of Planning Kush answered Council questions.

PUBLIC SPEAKERS: None

Draft

ACTION: On motion of Council Member McNelis, seconded by Council Member Dale, the Public Hearing was closed at 7:53 p.m., the Negative Declaration was approved, the Resolutions approving the General Plan Amendment (GPA2012-1) and the Town Center Specific Plan Amendment (TCSP2012-1) were adopted, and the Ordinance was introduced for First Reading with the Second Reading set for January 23, 2013 with all voting aye, except Mayor Voepel and Council Member Ryan who were absent.

- (C) **Public Hearing for an Ordinance amending various sections of Title 17 "Zoning" of the Santee Municipal Code to address compliance with state laws governing supportive residential uses, as defined in Chapter 17.04 "Administration," and found in Chapter 17.06 "Permits," Chapter 17.08 "Development Review," Chapter 17.10 "Residential Districts," and Chapter 17.14 "Industrial Districts." (Related Case Files ZA2012-1)**

The Public Hearing opened at 7:53 p.m. Director of Planning Kush presented a brief staff report.

PUBLIC SPEAKERS: Speaking from a neutral position was Regina Marahrens.

ACTION: On motion of Council Member Dale, seconded by Council Member McNelis, the Public Hearing was closed at 8:00 p.m. and the Ordinance was introduced for First Reading with the Second Reading set for January 23, 2013 with all voting aye, except Mayor Voepel and Council Member Ryan who were absent.

3. **ORDINANCES (First Reading):** See Items 2A, 2B & 2C

4. **CITY COUNCIL ITEMS AND REPORTS:** None

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:** None

7. **COMMUNICATION FROM THE PUBLIC:**

- (A) John Olson, Santee Chamber of Commerce Executive Director, spoke of upcoming Chamber and community events.

Draft

8. CITY MANAGER REPORTS: None

9. CDC SUCCESSOR AGENCY:
(Note: Minutes appear as Item 1B)

10. SANTEE PUBLIC FINANCING AUTHORITY:
(Note: Minutes appear as Item 1B)

11. CITY ATTORNEY REPORTS: None

12. CLOSED SESSION: None

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:03 p.m. in Memory of Tomas Vargas.

Date Approved: _____

Patsy Bell, City Clerk and for
Authority Secretary Keith Till

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT *tm*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *kt*

Approval of the payment of demands as presented.

ATTACHMENTS (Listed Below)

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

Payment of Demands
Summary of Checks Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
01/02/12	Accounts Payable	\$ 224,104.98
01/09/12	Accounts Payable	264,038.98
01/10/12	Payroll	<u>430,448.81</u>
	TOTAL	<u>\$ 918,592.77</u>

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



Tim K. McDermott, Director of Finance

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101184	1/2/2013	10327 CARLIN, TAMMIE	002		INSTRUCTOR:PLAYTIME PALS	981.75
					Total :	981.75
101185	1/2/2013	10299 CARQUEST AUTO PARTS	11102-275523	50006	VEHICLE PARTS	80.29
			11102-276109	50006	VEHICLE PARTS	24.46
			11102-276133	50006	VEHICLE PART	8.82
					Total :	113.57
101186	1/2/2013	10267 CINCOTTA, JOHN	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101187	1/2/2013	10032 CINTAS #64	694520234		SHOP TOWEL/UNIFORM RENTAL	94.53
					Total :	94.53
101188	1/2/2013	10033 CITY ELECTRIC SUPPLY COMPANY	STE/015259	50052	LAMPS BALLAST	117.92
					Total :	117.92
101189	1/2/2013	10050 CITY OF EL CAJON	0000011196		HFTA FEES-3RD QTR	13,531.00
					Total :	13,531.00
101190	1/2/2013	10268 COOPER, JACKIE	Jan-March 2013		RETIREE HEALTH INSURANCE	273.00
					Total :	273.00
101191	1/2/2013	10234 COUNTY OF SAN DIEGO	20121129-02462		GENERATER PERMIT	309.00
					Total :	309.00
101192	1/2/2013	10333 COX COMMUNICATIONS	001 3110 063453006		9534 VIA ZAPADOR	286.33
			001 3110 066401501		10601 N MAGNOLIA	31.41
			001 3110 094812201	50096	CLOCK TWR INTERNET	60.00
			001 3110 112256001		9130 CARLTON OAKS	166.23
					Total :	543.97
101193	1/2/2013	10142 CSA SAN DIEGO COUNTY	106	50216	FAIR HOUSING 10/1/12 - 10/31/12	791.66
					Total :	791.66
101194	1/2/2013	10043 D & D SERVICES INC	54761	50102	ANIMAL DISPOSAL	970.00
					Total :	970.00

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101195	1/2/2013	10841 DANIELS, ADAM	122012		PARAMEDIC LIC	217.00
					Total :	217.00
101196	1/2/2013	10049 DREW AUTO CENTER	735919	50035	VEHICLE PARTS	169.43
					Total :	169.43
101197	1/2/2013	10057 ESGIL CORPORATION	12/21/12		SHARE OF FEES	14,465.23
					Total :	14,465.23
101198	1/2/2013	10251 FEDERAL EXPRESS	2-112-18665 2-120-18060		SHIPPING CHARGES SHIPPING CHARGES	62.88 64.79
					Total :	127.67
101199	1/2/2013	10009 FIRE ETC	42725	50010	PUMP TEST KIT	387.18
					Total :	387.18
101200	1/2/2013	10269 FORSETH, GARY	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101201	1/2/2013	10270 GARLAND, WILLIAM	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101202	1/2/2013	10848 GARLOW, JOHN	121912		PARAMEDIC/LIC RENEWL	217.00
					Total :	217.00
101203	1/2/2013	10640 GOVERNMENT JOBS.COM INC, C/O NEOC 07-6970			JOB POSTING	175.00
					Total :	175.00
101204	1/2/2013	10840 HAWKINSON	2002831.001		REFUND FEES	65.00
					Total :	65.00
101205	1/2/2013	10540 HCFA	0000011206		HCFA MEMBER ASSESSMENT	61,940.00
					Total :	61,940.00
101206	1/2/2013	10271 HORAN, BERNICE	Jan-March 2013		RETIREE HEALTH INSURANCE	273.00
					Total :	273.00
101207	1/2/2013	10301 HORSMAN AUTOMOTIVE	368542	50013	SMOG TEST	44.95

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101207	1/2/2013	10301 HORSMAN AUTOMOTIVE	(Continued)			
			368577	50013	SMOG TEST	44.95
			368587	50013	SMOG TEST	44.95
			368588	50013	SMOG TEST	44.95
			368600	50013	SMOG TEST	44.95
			368608	50013	SMOG TEST	44.95
			368609	50013	REPAIR/SMOG TEST	66.45
			368610	50013	SMOG TEST	44.95
			368611	50013	SMOG TEST	44.95
			368615	50013	SMOG TEST	44.95
			368632	50013	SMOG TEST	44.95
			368633	50013	SMOG TEST	44.95
			368634	50013	SMOG TEST	44.95
			368637	50013	SMOG TEST	44.95
			368638	50013	SMOG TEST	44.95
					Total :	695.75
101208	1/2/2013	10272 JENKINS, CARROLL	Jan-March 2013		RETIREE HEALTH INSURANCE	2,213.10
					Total :	2,213.10
101209	1/2/2013	10630 KELLEMS, ARCHIE T	December 27, 2012		DEP ENCROACHMENT	1,500.00
					Total :	1,500.00
101210	1/2/2013	10273 LARIMER, LARRY	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101211	1/2/2013	10430 LEAGUE OF CALIFORNIA CITIES	126315		MEMBERSHIP DUES	16,447.00
					Total :	16,447.00
101212	1/2/2013	10508 LIFE INSURANCE COMPANY OF	December 2012		LIFE/LTD/AD&D INSURANCE	2,562.49
					Total :	2,562.49
101213	1/2/2013	10274 LONG, ED	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101214	1/2/2013	10558 MAERTZ, BILL	12/26/12		CELL PHONE REIM. 3 months	453.16
					Total :	453.16

Voucher List
CITY OF SANTEE

vchlist
01/02/2013 11:25:20AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubqen						
101215	1/2/2013	10275 MARSHALL, TERRY	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101216	1/2/2013	10322 NEB-CAL PRINTING	57375		PRINTING	633.57
					Total :	633.57
101217	1/2/2013	10307 NELSON, GAIL	120712		INSTRUCTOR:MUSIC	211.25
					Total :	211.25
101218	1/2/2013	10248 OCE IMAGISTICS INC	987882747 987891610	50048 50048	PLOTTER/SCANNER MAINT. PLOTTER/SCAN USE	45.98 43.14
					Total :	89.12
101219	1/2/2013	10218 OFFICE DEPOT BUSINESS SOLUTION	1530114821 635484951001		BUS LICENSE FORMS BUSINESS LICENSE FORMS	86.20 75.43
					Total :	161.63
101220	1/2/2013	10344 PADRE DAM MUNICIPAL WATER DIST	235-00006-24 7 235-00010-21 7 235-00117-03 7 235-00521-01 7 235-00525-01 7 235-00529-01 7 236-07107-10 7 236-07133-10 7 236-07136-10 7 236-07138-10 7		CARLTON OAKS DR CALLE DEL LAGO 9310 FANITA PARKWAY 9130 CARLTON OAKS 9130 CARLTON OAKS 9130 CARLTON OAKS MAST BLVD MAST BLVD W 8750 MAST BLVD MAST BLVD	148.88 1,271.89 189.86 579.73 55.00 902.57 726.03 914.45 792.61 6,158.34 11,739.36
					Total :	11,739.36
101221	1/2/2013	10090 PARKHOUSE TIRE INC	3010157966 3010159120 3010159221	50041 50041 50041	TIRES TIRES TIRES	1,343.41 641.19 206.52
					Total :	2,191.12
101222	1/2/2013	10276 PERKINS, MARVIN	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101223	1/2/2013	10277 PFOHL JR, ROBERT	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101223	1/2/2013	10277	10277 PFOHL JR, ROBERT			
			(Continued)			
101224	1/2/2013	10101	Z958232 PROFESSIONAL MEDICAL AND	50058	OXYGEN CYLINDERS	36.00
			Z958233	50058	OXYGEN CYLINDERS	63.00
					Total :	99.00
101225	1/2/2013	10278	JAN-MARCH 2013 RAMSEY, LAWRENCE AND JOAN		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101226	1/2/2013	10095	4542 RASA	50186	MAP CHECK	525.00
					Total :	525.00
101227	1/2/2013	10310	710921 REPTILE REMOVAL	50210	SNAKE SAFETY CLASSES	300.00
					Total :	300.00
101228	1/2/2013	10279	JAN-MARCH 2013 RUSHING, SCOTT		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101229	1/2/2013	10621	12-1294 SAN DIEGO COUNTY URBAN CORPS	50202	VECTOR GRANT	36,141.75
					Total :	36,141.75
101230	1/2/2013	10280	JAN-MARCH 2013 SHULTZ, JEFF		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101231	1/2/2013	10281	JAN-MARCH 2013 SLIMKO, PHILIP		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101232	1/2/2013	10282	JAN-MARCH 2013 SNELSON, MARY		RETIREE HEALTH INSURANCE	551.70
					Total :	551.70
101233	1/2/2013	10116	407856-02 STAT PHARMACEUTICALS INC	50071	PHARMACEUTICALS	47.72
			407923-01	50071	PHARMACEUTICALS	5.76
					Total :	53.48
101234	1/2/2013	10802	34962 SULLIVAN & MANN LUMBER CO	50247	FENCING	1,491.00
					Total :	1,491.00
101235	1/2/2013	10121	539427 SUPERIOR READY MIX LP	50108	ASPHALT	222.94

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101235	1/2/2013	10121 SUPERIOR READY MIX LP	(Continued) 539724	50108	ASPHALT	70.04
					Total :	292.98
101236	1/2/2013	10283 SUTIL, FRANCIS	Jan-March2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101237	1/2/2013	10126 THE LIGHTHOUSE INC	0817683	50023	VEHICLE PART	14.40
					Total :	14.40
101238	1/2/2013	10284 TOCKSTEIN, GEORGE	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101239	1/2/2013	10667 TRI-SIGNAL INTEGRATION INC	59746	50205	SVC FIRE EXT.	1,369.77
					Total :	1,369.77
101240	1/2/2013	10475 VERIZON WIRELESS	1145232652		CELL PHONES- NOV 11 - DEC 10	870.72
					Total :	870.72
101241	1/2/2013	10715 VERONICA TAM & ASSOCIATES INC	1464	50225	HOUSING ELEMNT PREP	1,484.00
					Total :	1,484.00
101242	1/2/2013	10647 WEBBER, DAVID	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101243	1/2/2013	10136 WEST COAST ARBORISTS INC	84289	50175	ARBORIST SERVICES	1,920.00
					Total :	1,920.00
101244	1/2/2013	10285 WHITED, DAVID	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101245	1/2/2013	10286 WILLIAMS, RICK	Jan-March 2013		RETIREE HEALTH INSURANCE	546.00
					Total :	546.00
101246	1/2/2013	10138 WITTBRODT, CINDYA	001		INSTRUCTOR:CREATIVE KIDS	232.20
					Total :	232.20
101247	1/2/2013	10232 XEROX CORPORATION	065421210	50030	COPIER LEASE	199.19

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101247	1/2/2013	10232 XEROX CORPORATION	(Continued)			199.19
101248	1/2/2013	10318 ZOLL MEDICAL CORPORATION	1961470	50073	EMS SUPPLIES	387.09
			1961758	50073	EMS SUPPLIES	383.86
					Total :	770.95
76 Vouchers for bank code : ubgen						Bank total : 224,104.98
76 Vouchers in this report						Total vouchers : 224,104.98

Prepared by: Sammy Jackson
 Date: 1/2/13
 Approved by: [Signature]
 Date: 1-2-13

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101249	1/9/2013	10425 ACS ENTERPRISE SOLUTIONS LLC	860767		2012 PAYMATE YEAR END WEBINA	85.00
					Total :	85.00
101250	1/9/2013	10010 ALLIANT INSURANCE SVCS INC	10/01/12-12/31/12		SPECIAL EVENTS INSURANCE	1,592.10
					Total :	1,592.10
101251	1/9/2013	10193 ARIMAW PRODUCTIONS	5/CC-1		INSTRUCTOR: COOKING	388.50
					Total :	388.50
101252	1/9/2013	10062 BATHRICK, FRANK T	12142012		SMHFPC STIPEND	50.00
					Total :	50.00
101253	1/9/2013	10018 BENCHMARK LANDSCAPE SVCS INC	100704	50195	LANDSCAPE SERVICES	9,883.00
			100705	50138	LANDSCAPE SERVICES	12,567.64
					Total :	22,450.64
101254	1/9/2013	10021 BOUND TREE MEDICAL LLC	80948954	50050	EMS SUPPLIES	680.32
			80948955	50050	EMS SUPPLIES	85.45
			80948956	50050	EMS SUPPLIES	5.17
			80950174	50050	EMS SUPPLIES	85.34
					Total :	856.28
101255	1/9/2013	10008 BPI PLUMBING	S-13950	50132	INSTALL DISHWASHER	142.50
			S-13960	50132	REPAIR VALVE FS#5	90.00
			S-14018	50132	REPLACE WATER HEATER	844.36
			S-14038	50132	REPAIR BACKFLOW	904.89
			S-14049	50132	REPAIR PARK URINAL	239.04
					Total :	2,220.79
101256	1/9/2013	10023 BUILDERS FENCE COMPANY INC	1423416	50109	FENCING MATERIALS	95.81
					Total :	95.81
101257	1/9/2013	10792 CARR, THOMAS	12142012		SMHFPC STIPEND	50.00
					Total :	50.00
101258	1/9/2013	10569 CHARLENE'S DANCE N CHEER	121112		INSTRUCTOR PAYMENT	949.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101258	1/9/2013	10569 CHARLENE'S DANCE N CHEER	(Continued)			949.00
101259	1/9/2013	10033 CITY ELECTRIC SUPPLY COMPANY	STE/015248	50052	LAMPS	86.46
			STE/015275	50052	LAMPS WOODGLEN VISTA PK	68.92
			STE/015313	50052	LAMPS FS#4	145.47
					Total :	300.85
101260	1/9/2013	10038 COSTCO WHOLESALE #403	819371811001	50034	BATTERIES	87.35
					Total :	87.35
101261	1/9/2013	10040 COUNTYWIDE MECHANICAL SYS INC	12062179	50110	OCT COMPUTER RM SVC	75.00
					Total :	75.00
101262	1/9/2013	10333 COX COMMUNICATIONS	001 3110 052335901		8950 COTTONWOOD AVE	228.98
					Total :	228.98
101263	1/9/2013	10608 CRISIS HOUSE	11/1/12-11/30/12	50215	HOMELESS PREVENTION	299.40
					Total :	299.40
101264	1/9/2013	10433 DEPARTMENT OF CONSERVATION	OCT-DEC 2012		SMIP 2ND QTR	1,169.40
					Total :	1,169.40
101265	1/9/2013	10045 DIAMOND ENVIRONMENTAL SVCS LP	2CD00145	50180	PORTABLE TOILET SVCS	118.00
			2CD00146	50180	PORTABLE TOILET RNTL	118.00
					Total :	236.00
101266	1/9/2013	10250 EAST COUNTY CALIFORNIAN	14074/14068		ADVERTISING	644.00
					Total :	644.00
101267	1/9/2013	10057 ESGIL CORPORATION	12/24-12/28/2012		SHARE OF FEES	8,567.41
					Total :	8,567.41
101268	1/9/2013	10251 FEDERAL EXPRESS	2-127-75301		SHIPPING CHARGES	26.08
					Total :	26.08
101269	1/9/2013	10724 FIREMASTER	0000041196	50233	SEMI ANNUAL INSPECT	325.00
					Total :	325.00

Voucher List
CITY OF SANTEE

Bank code : ubgen		Invoice		PO #	Description/Account	Amount
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101288	1/9/2013	10407	10407 SAN DIEGO GAS & ELECTRIC (Continued)			Total : 51,917.16
101289	1/9/2013	10714	SILVERMOON LIGHTING INC 3612	50230	HOLIDAY LIGHTING	2,750.00 2,750.00
101290	1/9/2013	10529	SIMPLOT PARTNERS 202009190	50171	SCHOOL FLDS MAINT	2,017.24 2,017.24
101291	1/9/2013	10217	STAPLES INC 115312443cm	50114	RETURN MERCH. CREDIT	-5.38
			115394837	50114	MATERIAL/SUPPLIES	123.14
			115395061	50038	OFFICE SUPPLIES	83.10
					Total :	200.86
101292	1/9/2013	10116	STAT PHARMACEUTICALS INC 408360-00	50071	PHARMACEUTICALS	16.06 16.06
101293	1/9/2013	10119	STEVEN SMITH LANDSCAPE INC 24872	50129	LANDSCAPE SVCS EXTRA	1,600.00
			24879	50129	LANDSCAPE SVCS EXTRA	750.00
					Total :	2,350.00
101294	1/9/2013	10158	THE SOCO GROUP INC 775203	50249	FLEET CARD FUELING	2,155.64
101295	1/9/2013	10479	TIRE CENTERS LLC 8720135637	50125	TIRE REPAIR	23.33 23.33
101296	1/9/2013	10001	US BANK P Date 01/10/13		PARS RETIREMENT PAYMENT	133.38 133.38
101297	1/9/2013	10475	VERIZON WIRELESS 1147723056		CELL PHONE SERVICE	67.34 67.34
101298	1/9/2013	10211	VISION INTERNET PROVIDERS INC 23661	50091	WEB HOSTING	200.00 200.00
101299	1/9/2013	10607	WATERS, MAURICE E. Jan-March 2013		RETIREE HEALTH INSURANCE	546.00 546.00
					Total :	546.00

City of Santee
COUNCIL AGENDA STATEMENT

1D

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING VARIOUS SECTIONS OF TITLE 17 "ZONING" OF THE CITY OF SANTEE MUNICIPAL CODE TO ADDRESS COMPLIANCE WITH STATE LAWS GOVERNING SUPPORTIVE RESIDENTIAL USES, AS DEFINED IN CHAPTER 17.04 "ADMINISTRATION," AND FOUND IN CHAPTER 17.06 "PERMITS," CHAPTER 17.08 "DEVELOPMENT REVIEW," CHAPTER 17.10 "RESIDENTIAL DISTRICTS," AND CHAPTER 17.14 "INDUSTRIAL DISTRICTS" (CASE FILE: ZA2012-1)

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk PB

SUMMARY

The introduction and first reading of the above-entitled Ordinance was approved at a Regular Council Meeting on January 9, 2013.

The Ordinance is now presented for second reading by title only, and adoption.

Vote at First Reading: AYES: DALE, MCNELIS, MINTO
 NOES: NONE
 ABSENT: RYAN, VOEPEL

FINANCIAL STATEMENT None

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION K

Adopt Ordinance

ATTACHMENTS (Listed Below)

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING VARIOUS SECTIONS OF TITLE 17 "ZONING" OF THE CITY OF SANTEE MUNICIPAL CODE TO ADDRESS COMPLIANCE WITH STATE LAWS GOVERNING SUPPORTIVE RESIDENTIAL USES, AS DEFINED IN CHAPTER 17.04 "ADMINISTRATION," AND FOUND IN CHAPTER 17.06 "PERMITS," CHAPTER 17.08 "DEVELOPMENT REVIEW," CHAPTER 17.10 "RESIDENTIAL DISTRICTS," AND CHAPTER 17.14 "INDUSTRIAL DISTRICTS"

CASE FILE: ZONE CODE AMENDMENT ZA2012-1

WHEREAS, it is the policy of the City, pursuant to the Federal Fair Housing Act Amendments (42 U.S.C. Section 3601) hereinafter "FHAA," the California Fair Employment and Housing Act, hereafter "Fair Housing Laws," and the Housing Element of the General Plan to facilitate housing for individuals with disabilities and those in need of emergency shelter, and to facilitate housing affordable to lower-income households, through reasonable and objective rules, policies, practices and procedures that ensure equal access to housing in accordance with applicable laws; and

WHEREAS, in accordance with Public Utilities Code Section 21676, the San Diego County Regional Airport Authority has been notified of the proposed Amendment to Title 17 to address Housing Element Programs; it has been determined that the Amendment would not materially affect implementation of the Gillespie Field Airport Land Use Compatibility Plan; future development proposals would continue to be subject to review by the San Diego County Regional Airport Authority and the Federal Aviation Administration as relevant; and

WHEREAS, the amendment to the Zone Code is not subject to the requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) because the changes reinforce existing General Plan policies and objectives contained in the Housing Element, and a Notice of Exemption will be filed by the City Clerk; and

WHEREAS, on January 9, 2013, the City Council held a duly advertised public hearing on the Zone Code Amendment (ZA2012-1); and

WHEREAS, the City Council considered the Staff Report, considered all recommendations by staff and public testimony, and all other information available and believes that the Zone Code Amendment is in the best interest of the public because it 1) establishes a one-step process for "reasonable accommodation" requests; 2) establishes objective standards and therefore more certainty in the residential development review process; and 3) addresses compliance with housing element law relative to transitional and supportive housing. The Amendment includes, but is not limited to, updated and/or new definitions for emergency shelters, single room occupancy dwellings (SROs), transitional and supportive housing; establishment of maximum building heights in the R-14 and R-22 zones without requiring "conditional use findings," removal of the Development Review Permit requirement for secondary

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dwelling units while retaining the objective criteria for approval; and addition of a requirement for a Facility Management Plan associated with an emergency shelter.

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

SECTION 1: Section 17.04.140 "Definitions" is hereby amended to remove and replace the definition of "Emergency Shelter" to be consistent with the Health & Safety Code; to add a definition "Dwelling, single room occupancy," to replace the definitions of "Transitional Housing, General" and "Transitional Housing, Limited" with a single definition "Transitional Housing," and add a definition for "Supportive Housing," as follows:

"EMERGENCY SHELTER" has the same meaning as defined in subdivision (e) of Section 50801 of the State Health and Safety Code.

"DWELLING, SINGLE ROOM OCCUPANCY" means a building providing single-room units for one or more persons with or without shared kitchen and bath facilities, including efficiency units per Health and Safety Code Section 17958.1.

"SUPPORTIVE HOUSING" has the same meaning as defined in subdivision (b) of Section 50675.14 of the State Health and Safety Code.

"TRANSITIONAL HOUSING" has the same meaning as defined in subdivision (h) of Section 50675.2 of the State Health and Safety Code.

SECTION 2: Chapter 17.06 "PERMITS," Section 17.06.050 "Minor Exception" is hereby amended by deleting 17.06.050.8 and adding new Section 17.06.055 "Reasonable Accommodation – Residential Accessibility," as follows:

17.06.050 Minor Exception.

Section 17.06.055 Reasonable Accommodation – Residential Accessibility

A. **Purpose and Intent.** It is the policy of the City of Santee, pursuant to the Federal Fair Housing Act, the Federal Fair Housing Amendments Act of 1988, and the California Fair Employment and Housing Act, to provide people with disabilities reasonable accommodation in rules, policies, practices and procedures that may be necessary to ensure equal access to housing. The purpose of these provisions is to provide a process for making requests for reasonable accommodation to land use and zoning decisions.

B. **Authority.** The director of development services is authorized to grant a reasonable accommodation request in accordance with the procedures in this section in order to make specific housing available to individuals with disabilities.

C. **Application.** Any individual with a disability or person acting on their behalf may submit a request in writing to the Department of Development Services for

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reasonable accommodation in the rules, policies, practices, and procedures regulating the siting, funding, development or use of housing. A reasonable accommodation request may include, but is not limited to yard area encroachments for ramps, handrails, or other such accessibility improvements; hardscape additions, such as widened driveways, parking area or walkways that would not otherwise comply with required landscaping or open space area provisions; and building addition(s) required strictly for accessibility accommodation. If an Applicant needs assistance in making the request or any appeals associated with the request, the Planning Division shall provide reasonable assistance necessary to ensure the process is accessible to the Applicant. No application fee shall be collected for reasonable accommodation requests filed pursuant to this section.

- D. Review Process.** When a request for reasonable accommodation is filed with the Department of Development Services, it is referred to the Development Services Director for review and consideration. If necessary to reach a determination on the request for reasonable accommodation, the Development Services Director may request further information from the Applicant consistent with the Federal Fair Housing Amendments Act of 1988, specifying in detail what information is required. Not more than 30 days after receiving a written request for reasonable accommodation, the Development Services Director shall issue a written determination on the request. In the event that the Development Services Director requests further information pursuant to the paragraph above, this 30-day period shall be suspended. Once the Applicant provides a complete response to the request, a new 30-day period shall begin.
- E. Findings.** The Development Services Director shall consider the following criteria when determining whether a requested accommodation is reasonable:
1. The Applicant making the request for reasonable accommodation is an individual protected under the Federal Fair Housing Amendments Act of 1988.
 2. The accommodation is necessary to make a specific dwelling unit(s) available to an individual protected under the Federal Fair Housing Amendments Act of 1988.
 3. The requested accommodation would not impose an undue financial or administrative burden on the City.
 4. The requested accommodation would not require a fundamental alteration in the nature of a program, policy, and/or procedure.
- F. Written Determination.** The Development Services Director's written determination on the request for reasonable accommodation shall explain in detail the basis of the determination, including the findings on the criteria set forth Section 17.06.055(E). All written determinations shall give notice of the right to appeal as set forth in Section 17.06.055(G), and shall state whether removal of the improvements will be required if the need for which the accommodation was

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granted no longer exists and removal would not constitute an unreasonable financial burden.

G. Appeals.

1. Within thirty (30) days of the date of the Development Services Director's written decision, an applicant may appeal an adverse decision to the City Council. Appeals from the adverse decision shall be made in writing.
2. If an individual needs assistance in filing an appeal on an adverse decision, the City will provide assistance to ensure that the appeals process is accessible.
3. All appeals shall contain a statement of the grounds for the appeal. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.
4. Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

SECTION 3: Chapter 17.06 "PERMITS," Sections 17.06.100 "Federal Exception Permit" is hereby deleted in its entirety.

SECTION 4. Chapter 17.08, titled "Development Review," is hereby amended as follows:

17.08.070 Development review criteria.

Development review plans shall be reviewed for compliance with the purposes of the development review procedure as stated in Section 17.08.010, with the following approval criteria:

A. **Relationship of Building and Site to Surrounding Area.** A development review plan shall be designed and developed in a manner compatible with existing and potential development in the immediate vicinity of the project site. Site planning on the perimeter shall give consideration to protection of the property from adverse surrounding influences, as well as, protection of the surrounding areas from potentially adverse influences within the development by such means as landscaping buffers, screens, site breaks, and use of compatible building colors and materials.

B. **Relationship of Building to Site.** Building designs shall include variations in rooflines and wall planes, and incorporate windows, doors, projections, recesses, arcades and/or other building details to avoid large wall surfaces.

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C. Landscaping. The removal of significant native vegetation shall be minimized and the replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area and shall harmonize with the natural landscaping. Landscaping and plantings shall be used to the maximum extent practicable to screen those features listed in subsections D and E of this section and shall not obstruct significant views, either when installed or when they reach mature growth.

D. Roads, Pedestrian Walkways, Parking, and Storage Areas. Any development involving more than one building, or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be screened from view, to the extent feasible by existing topography, by the placement of buildings and structures, or by landscaping and plantings. The screening shall be designed in conformance with law enforcement community policing standards, by providing view corridors into the site from adjacent streets and properties to the satisfaction of the director. Surveillance cameras may also be required if deemed necessary for public safety.

E. Grading. Natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site.

F. Signs. The number, size, location and design of all signs shall comply with zoning regulations and shall not detract from the visual setting of the designated area or obstruct significant views.

G. Lighting. Light fixtures for walks, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to provide illumination and clear visibility to all outdoor areas, with minimal shadows or light leaving the property. The lighting shall be stationary, directed away from adjacent properties and shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

H. Additional Criteria for Commercial Developments. Buildings shall be sited and designed in a manner which visually and functionally best enhances their intended use for permitted office, retail or service commercial activities.

I. Additional Criteria for Multiple-Family Residential Developments.

1. Site Buildings to Avoid Crowding. Where multiple buildings are proposed, the minimum building separation shall be fifteen feet for multi-plex buildings in accordance with Section 17.10.040.F, and ten feet for detached units in accordance with Section 17.30.020.E.

2. Site and Design Buildings to Avoid Repetitions of Building or Roof Lines. This may be achieved through: variation in building setback; wall plane offsets; use of different colors and materials on exterior elevations for visual relief; and architectural projections above maximum permitted height in accordance with Section 17.10.050(C).

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3. In the Urban Residential (R-30) zone, for each five-foot increase in building height over forty-five feet, the wall plane shall be stepped back an additional five feet.

4. Where adjacent to a single-family residential zone, design buildings to ensure a transition in scale, form, and height with adjacent residential properties. Setbacks are required in accordance with Table 17.10.040A. Designs may incorporate elements such as building massing and orientation, location of windows, building story stepbacks, building materials, deep roof overhangs, and other architectural features that serve to further transition the scale.

5. Projects shall be designed so that assigned parking spaces are located as close as practicable to the dwelling units they serve. Refer to Section 17.24.030(B) for additional parking standards.

6. The visual impact of surface parking areas adjacent to public streets shall be minimized through the use of mounded or dense landscape strips or low decorative masonry or stucco walls no more than three and one-half feet in height. Parking areas shall be treated with decorative surface elements to identify pedestrian paths, nodes and driveways.

7. In accordance with the "Crime Prevention through Environmental Design" program, site and building design shall incorporate at a minimum, the following additional elements:

a. Access control by defining entrances to the site, buildings and parking areas with landscaping, architectural design, lighting, and symbolic gateways; dead-end spaces shall be blocked with fences or gates or otherwise prohibited.

b. Natural surveillance by designing buildings and parking structures so that exterior entrances/exits are visible from the street or by neighbors, and are well lit; windows shall be installed on all building elevations; recreation areas, elevators and stairwells shall be clearly visible from as many of the units' windows and doors as possible; playgrounds shall be clearly visible from units and not located next to parking lots or streets.

c. Territorial reinforcement by defining property lines with landscaping and decorative fencing; individually locking mailboxes shall be located next to the appropriate units and common mailbox facilities shall be well lit. All buildings shall be clearly addressed and visible from the adjoining street(s). Architecturally designed wayfinding signs shall be installed on the premises.

d. Maintenance of the site and common areas by regular pruning of trees and shrubs back from windows, doors and walkways; exterior lighting shall be used and maintained and inappropriate outdoor storage shall be prohibited. (Ord. 495 § 2, 2010; Ord. 438 § 1 (part), 2003; Ord. 152 (part), 1985)

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SECTION 5. Chapter 17.10, titled “Residential Districts,” is hereby amended to add or modify the following sections:

Section 17.10.030, “Residential Use Regulations,” Table 17.10.030-A, Section A “Residential Uses,” is hereby amended, including footnotes, and renumbered accordingly, with the remainder of the Table unchanged:

TABLE 17.10.030A USE REGULATIONS FOR RESIDENTIAL DISTRICTS

USE	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
A. Residential Uses								
1. Single-family dwellings	P	P	P	P	P	—	—	—
2. Multifamily dwellings (townhomes and detached condominiums)	—	—	—	—	P	P	P	P
3. Mobilehome parks	C	C	C	C	C	C	C	—
4. Day care home, family								
(a) Large family day care home (subject to provisions contained in Section 17.30.020(l))								
(i) Within a single-family dwelling unit	P	P	P	P	P	—	—	—
(ii) Within a multifamily residential development	—	—	—	—	C	C	C	C
(b) Small family day care home	P	P	P	P	P	P	P	P
5. Residential care facility								
Accessory—6 or less	P	P	P	P	P	P	P	P
Non-accessory—7 or more	—	—	—	C	C	C	C	C
6. Boarding house	—	—	—	C	C	C	C	C
7. Congregate care facilities	—	—	—	—	C	C	C	C

“P” = Permitted use

“C” = Conditional use permit required

“MC” = Minor conditional use permit required

“—” = Not permitted

Section 17.10.030, “Residential Use Regulations,” Subsection F.6 “Secondary Dwelling Units,” is hereby amended, with the remainder of the subsection unchanged, as follows:

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Section 17.10.030.F Special Use Regulations

Section 17.10.030, "Residential Use Regulations," Subsection F, is hereby amended to delete the Development Review Permit requirement for secondary dwelling units, and to add new subsections 17.10.030.F.9, 17.10.030.F.10, and 17.10.030.F.11, as follows:

6. Secondary Dwelling Units. Permitted subject to the following criteria:

9. **Single Room Occupancy (SRO) Dwellings.** Single room occupancy dwellings are allowed in multiple-family residential zones, subject to Government Code Sections 65589.5 and 65583(a)(1). SRO dwellings are subject to all Municipal Code and other standards applicable to any new multiple-family residential building, including, but not limited to, density, height, setback, on-site parking, lot coverage, development review, compliance with the California Building Code, building fees, charges and other requirements generally applicable to a proposed multiple-family development in the Zone District in which a property is located.

10. **Limited and General Group Care Facilities.** Limited Group Care Facilities are allowed in residential zones, subject to Government Code Section 65589.5. General Group Care Facilities are subject to approval of a Conditional Use Permit, to include a review of hours of operation, security, loading requirements, and site management. All Group Care Facilities shall be subject to regulations that apply to other residential dwellings of the same type in the same zoning, pursuant to Government Code Section 65589.5.

11. **Transitional and Supportive Housing.** This housing is allowed in residential zones pursuant to Government Code Section 65583(a)(5), and subject to regulations that apply to other residential dwellings of the same type in the same zone.

Section 17.10.040, "Site Development Criteria," Table 17.10.040-A, is hereby amended including footnotes, as follows:

17.10.040 Site Development Criteria

A. The site development criteria are intended to provide minimum standards for residential development. These site development standards should be used in conjunction with the design guidelines, which are set forth in the development review manual. This section shall not be construed to supersede more restrictive site development standards contained in the conditions, covenants and restrictions of any property or dwelling unit. However, in no cases shall private deed restrictions permit a lesser standard in the case of a minimum standard of this section or permit a greater standard in the case of a maximum standard of this section.

ORDINANCE NO. ____

**TABLE 17.10.040A
BASIC DEVELOPMENT STANDARDS--RESIDENTIAL**

	HL	R-1	R-1A	R-2	R-7	R-14	R-22	R-30
1. Minimum Net Lot Area (in square feet)	Avg. 40,000 Min. 30,000	Avg. 20,000 Min. 15,000	Avg. 10,000 Min. 8,000	6,000	none	none	none	none
2. Density Ranges (in du/gross acre)	0-1	1-2	2-4	2-5	7-14	14-22	22-30	30
3. Minimum Lot Dimensions (width/depth)(feet)	150*/ 150	100*/100	80*/100	60/90	none	none	none	none
4. Minimum Flag Lot Frontage	20 feet	20 feet	20 feet	20 feet	36 feet	36 feet	36 feet	36 feet
5. Maximum Lot Coverage	25%	30%	35%	40%	55%	60%	70%	75%
6. Minimum Setbacks (in feet)								
Front	30	20	20	20	20	10	10	10
Exterior side yard	15	15	15	10	10	10	10	10
Interior side yard	10	10	8	5	10	10	10	10 or 15**
Rear	35	25	25	20	10	10	10	10 or 15**
7. Maximum Height (in feet)	35 (two stories)	35 (two stories)	35 (two stories)	35 (two stories)	35 (two stories)	45 (three stories)	55 (four stories)	55 (four stories)
8. Private Open Space (in sq. ft. per unit)	--	--	--	--	100	100	60	60

Notes:

* For lots located on cul-de-sacs and knuckles, the minimum lot frontage shall be 60% of the above minimum lot width, measured at the front property line. All lots on cul-de-sacs and knuckles must meet the minimum lot width for the zoning district, as identified in the table above, at a distance from the property line equal to 50% of the minimum lot depth.

**15 feet when abutting a Single-family Residential Zone and buildings exceed 35 feet (two stories).

ORDINANCE NO. ____

SECTION 6. Chapter 17.14, titled "Industrial Districts," is hereby amended to add or modify the following sections:

Chapter 17.14, "Industrial Districts", Table 17.14.030A "USE REGULATIONS FOR INDUSTRIAL DISTRICTS," Subsection D, "Public and Semi-public Uses" is hereby amended, as follows:

USES	IL	IG
7. Emergency shelter (subject to the provisions of Section 17.14.030.K)	—	P

Chapter 17.14, "Industrial Districts," Section 17.14.030.K "Emergency Shelters" is hereby amended as follows:

K. Emergency Shelters are permitted on North Woodside Avenue, as depicted in the Housing Element, subject to a non-discretionary Development Review Permit pursuant to Government Code Section 65583(a)(4) and subject to compliance with the following:

1. An emergency shelter shall not be located within three hundred feet of another shelter, pursuant to Government Code Section 65583(a)(4)(A)(v).
2. The agency or organization operating the shelter shall submit a Facility Management Plan containing facility information, including the number of persons who can be served nightly, the size and location of onsite waiting and intake areas, the provision of onsite management, exterior lighting details, and onsite security during hours of operation, as established in Government Code Section 65583(a)(4)(A).

SECTION 7. Severability. If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/ or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

SECTION 8. This Ordinance shall become effective thirty (30) days after its passage.

ORDINANCE NO. ____

SECTION 9. The City Clerk is hereby directed to certify the adoption of this ordinance, to file a Notice of Exemption, and cause the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 9th day of January 2013, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 23rd day of January 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

1E

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING THE ZONE DISTRICT MAP R2012-01 TO RECLASSIFY ASSESSOR PARCEL NUMBERS 384-042-22, 384-042-23, 383-021-03, 383-021-04, 383-021-06, 383-021-07 TO THE R-14 (MEDIUM-HIGH RESIDENTIAL) DISTRICT AND TO RECLASSIFY ASSESSOR PARCEL NUMBERS 383-061-01, 383-061-02, 383-061-03 TO THE R-22 (HIGH DENSITY RESIDENTIAL) DISTRICT IN CONJUNCTION WITH THE 2013-2020 HOUSING ELEMENT OF THE GENERAL PLAN (CASE FILES: GPA2012-1 AND TCSPA2012-1)

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk

PB

SUMMARY

The introduction and first reading of the above-entitled Ordinance was approved at a Regular Council Meeting on January 9, 2013.

The Ordinance is now presented for second reading by title only, and adoption.

Vote at First Reading: AYES: DALE, MCNELIS, MINTO
NOES: NONE
ABSENT: RYAN, VOEPEL

FINANCIAL STATEMENT None

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Adopt Ordinance

ATTACHMENTS (Listed Below)

Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, TO AMEND THE ZONE DISTRICT MAP R2012-01 TO RECLASSIFY
ASSESSOR PARCEL NUMBERS 384-042-22, 384-042-23, 383-021-03,
383-021-04, 383-021-06, 383-021-07 TO THE R-14 (MEDIUM-HIGH RESIDENTIAL)
DISTRICT AND TO RECLASSIFY ASSESSOR PARCEL NUMBERS 383-061-01,
383-061-02, 383-061-03 TO THE R-22 (HIGH DENSITY RESIDENTIAL)
DISTRICT IN CONJUNCTION WITH THE 2013-2020 HOUSING ELEMENT
OF THE GENERAL PLAN**

(RELATED CASE FILES: GPA2012-1 AND TCSPA2012-1)

WHEREAS, on November 14, 2012, the City Council authorized staff to initiate a General Plan Amendment and Rezone on nine parcels of land outside the Town Center Specific Plan Area in connection with the 2013-2020 Housing Element Update; and

WHEREAS, two of the parcels are located within Review Area 1 of the Gillespie Field Airport Influence Area, and the proposed rezone action was found conditionally consistent with the Gillespie Field Airport Land Use Compatibility Plan at the December 13, 2012 meeting of the San Diego County Airport Land Use Commission; and

WHEREAS, consultation with the Native American Heritage Commission and local tribal representatives did not identify impacts to cultural resources; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), an Initial Study was conducted for General Plan Amendment GPA2012-1, Rezone R2012-1, and Town Center Specific Plan Amendment TCSPA2012-1 that identified no significant impacts resulting from the land use changes proposed at the nine parcels, and a Negative Declaration (AEIS2012-5) was prepared and advertised for public review from December 20, 2012 to January 9, 2013; and

WHEREAS, on January 9, 2013, the City Council held a duly advertised public hearing on General Plan Amendment GPA2012-1, Zone Reclassification R2012-1, and Town Center Specific Plan Amendment TCSPA2012-1; and

WHEREAS, the City Council considered the Staff Report, considered all recommendations by staff and public testimony.

ORDINANCE NO. ____

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

SECTION 1: The request to change the zoning classification of approximately 5.83 acres of land from R-7 (Medium Density Residential) to R-14 (Medium-High Density Residential) and approximately 6.18 acres of land from GC (General Commercial) to R-22 (High Density Residential) at multiple locations citywide as depicted in Exhibits A-1, A-2, B-1, B-2, C-1 and C-2 attached hereto and incorporated herein, is consistent with and designed to implement the land use designations applied by General Plan Amendment GPA2012-1, and furthers the goals and objectives of the General Plan by 1) promoting housing in proximity to services, public transit and employment consistent with Land Use Element objectives that promote a wide range of housing types (Objective 2.0) and Policy 2.2 which encourages the development of higher density residential developments in areas close to the multi-modal transit station and along major road corridors where transit and other convenient services are available; and 2) allowing residential densities that are affordable to lower income households consistent with Housing Element objectives that include the provision of adequate housing sites and a wide range of housing types to meet all economic segments of the community (Housing Element Objectives 3.0 and 5.0).

SECTION 2: The requested zone reclassification to change the Zone District Map as depicted in Exhibits A-1, A-2, B-1, B-2, C-1 and C-2, attached hereto and incorporated herein, is compatible with surrounding residential uses and development in keeping with the "Adjacent Land Use Compatibility Guide" of the Land Use Element.

SECTION 3: The Zone Reclassification R2012-1 will not result in a significant adverse impact upon the environment and the Mitigated Negative Declaration dated December 20, 2012 is approved.

SECTION 4: The Zoning District Map is hereby amended to reflect zone classifications consistent with General Plan Amendment GPA2012-1.

SECTION 5: This Ordinance shall become effective thirty (30) days after its passage.

ORDINANCE NO. ____

SECTION 6: The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 9th day of January, 2013, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 23th day of January, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

ATTACHMENTS

Exhibits A-1 and A-2 – Buena Vista (APNs 384-042-22 and -23)

Exhibits B-1 and B-2 – Bushy Hill/Simeon (APNs 383-021-03, -04, -06, and -07)

Exhibits C-1 and C-2 – Mission Gorge Road (APNs 383-061-01, -02, and -03)



City of Santee
GPA2012-1 and Z2012-1
Existing R-7 Land Use and Zoning

City of Santee, Department of Development Services

Related Cases: TCSPA2012-1,
AEIS2012-5

Exhibit A-1





City of Santee
GPA2012-1 and Z2012-1
Proposed R-14 Land Use and Zoning

City of Santee, Department of Development Services

Related Cases: TCSPA2012-1,
AEIS2012-5

Exhibit A-2



Mission Trails Regional Park

Father Junipero Serra Trail

Simeon Dr

R-7

Wald St

San Carlos

San Carlos Road

City of Santee
GPA2012-1 and Z2012-1
Existing R-7 Land Use and Zoning

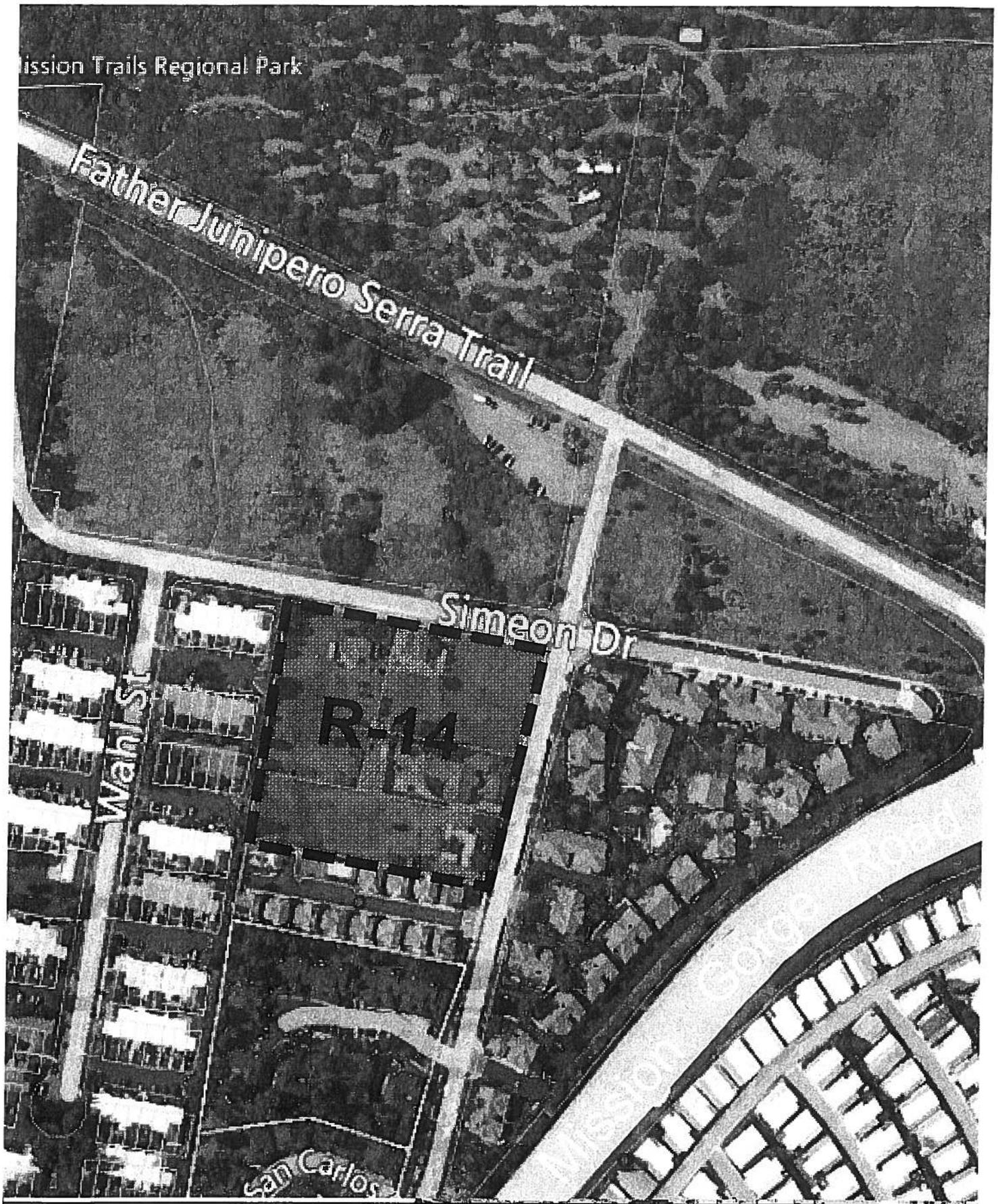
Related Cases: TCSPA2012-1,
AEIS2012-5

Exhibit B-1

City of Santee, Department of Development Services



Mission Trails Regional Park



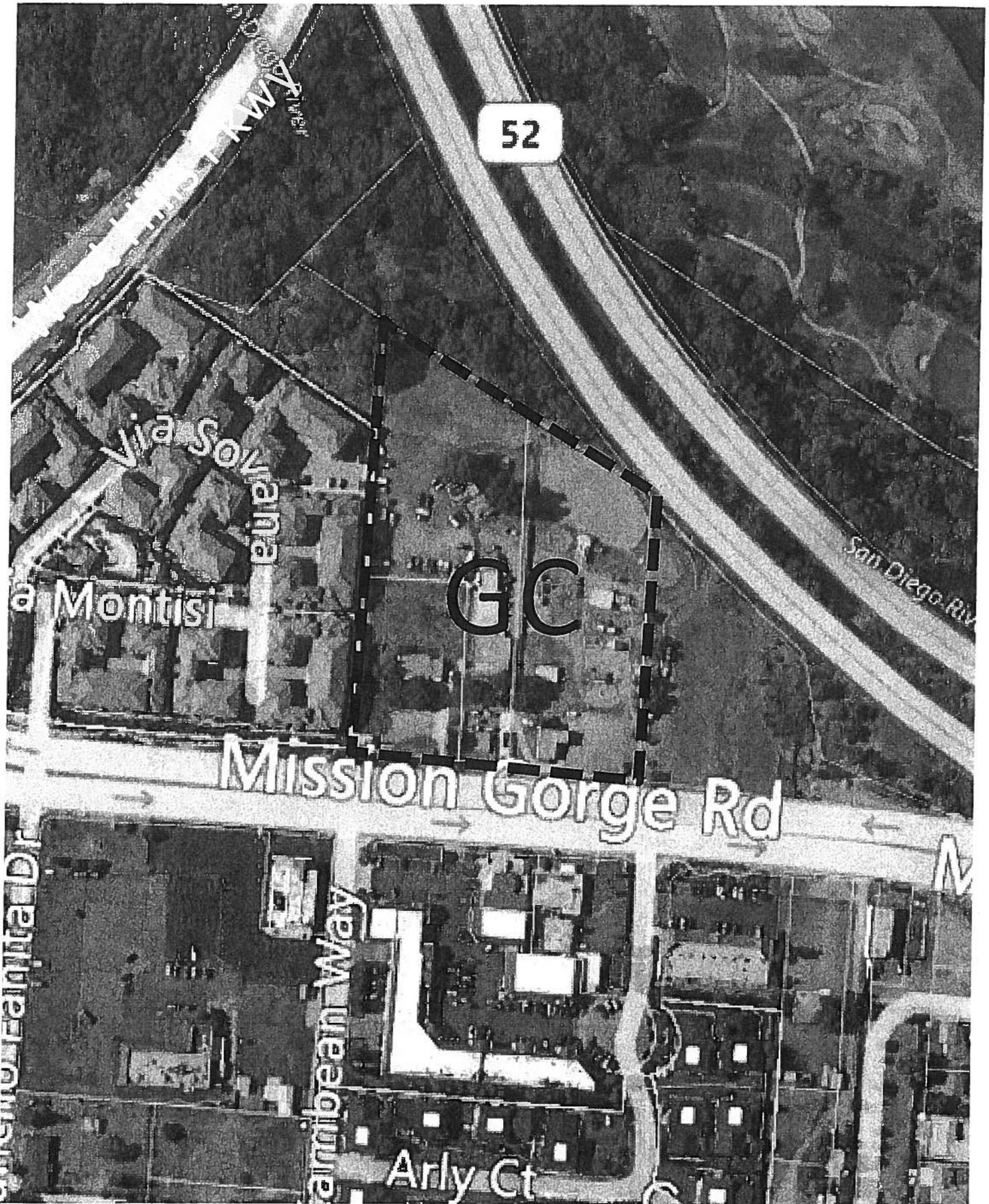
City of Santee
GPA2012-1 and Z2012-1
Proposed R-14 Land Use and Zoning

City of Santee, Department of Development Services

Related Cases: TCSPA2012-1,
AEIS2012-5

Exhibit B-2





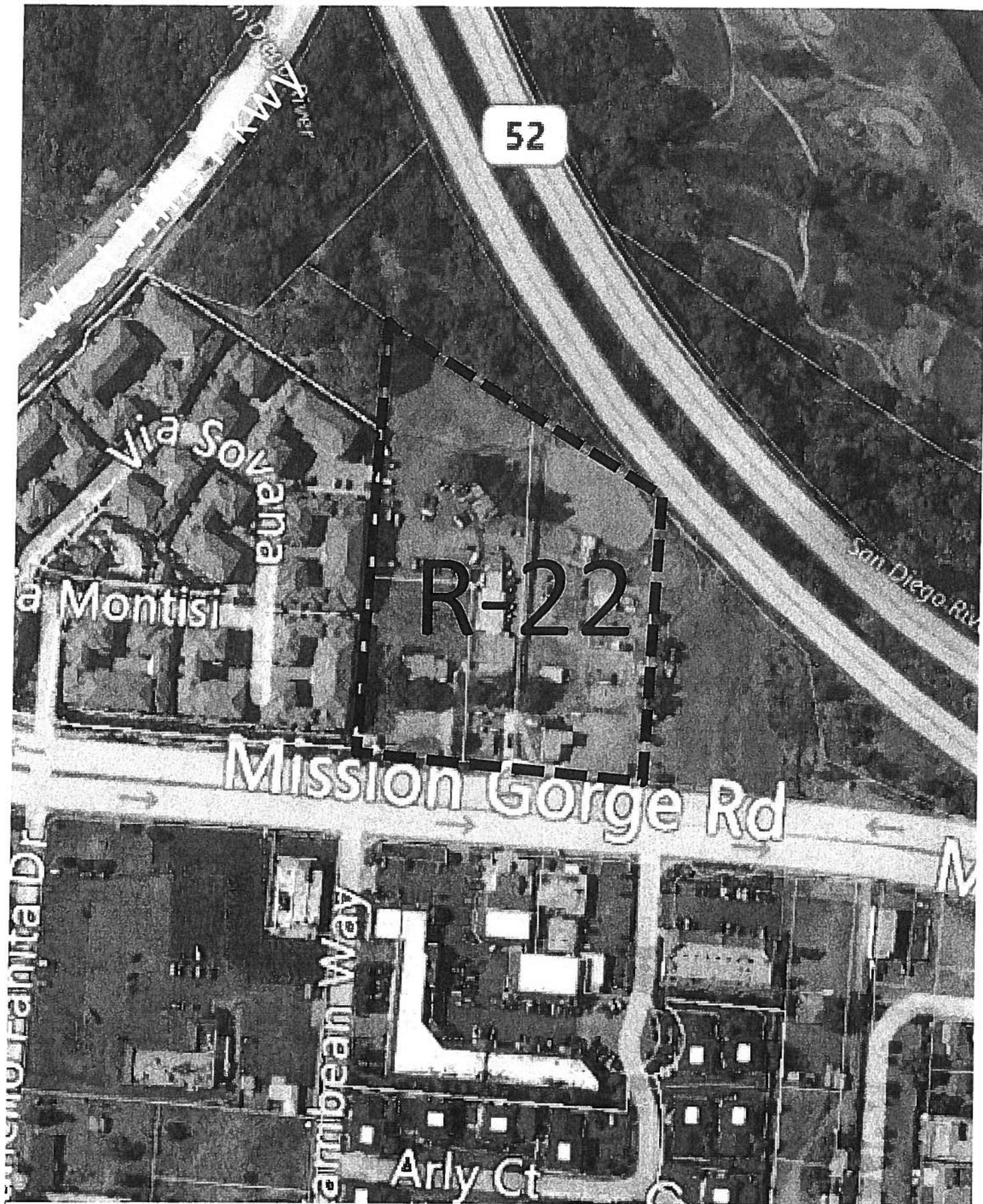
City of Santee
GPA2012-1 and Z2012-1
Existing GC Land Use and Zoning

Related Cases: TCSPA2012-1,
AEIS2012-5

Exhibit C-1

City of Santee, Department of Development Services





52

R-22

Mission Gorge Rd

Via Sovana

Via Montisi

Caribbean Way

Arly Ct

San Diego River

City of Santee
GPA2012-1 and Z2012-1
Proposed R-22 Land Use and Zoning

Related Cases: TCSPA2012-1,
AEIS2012-5

Exhibit C-2

City of Santee, Department of Development Services



City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INTERNALLY-ILLUMINATED STREET NAME SIGN REPLACEMENT PROJECT (CIP 2012-010) TO T&M ELECTRIC, INC. DBA PERRY ELECTRIC, AUTHORIZATION TO EXECUTE CONSTRUCTION CONTRACT AND CHANGE ORDERS

DIRECTOR/DEPARTMENT Pedro Orso-Delgado, Development Services *pk(for)*

SUMMARY This item requests Council approval to award the construction contract for the Internally-illuminated Street Name Sign Replacement Project, CIP 2012-010, to T&M Electric, Inc., DBA Perry Electric, and to authorize construction contract and change orders.

Many of the existing internally-illuminated street name sign panels are in need of replacement as they are faded and have reached the end of their expected service life. Some of the sign panels have been replaced in the last few years. The project will replace the remaining 192 faded and cracking green color street name signs on the traffic signals throughout the city. It will also add new lighted street name signs at the intersection of Cuyamaca Street and Buena Vista Avenue, as well as Mission Gorge Road and Big Rock Road.

On January 8, 2013, eight (8) bids were received and publicly opened. A low bid of \$64,782 was received from T&M Electric, Inc., DBA Perry Electric. All bids were reviewed for accuracy per contract specifications. Staff recommends finding T&M Electric, Inc., DBA Perry Electric to be the lowest responsive and responsible bidder and awarding the contract in the amount of \$64,782. The engineer's estimate was \$70,000. Staff also requests authorization to allow the Director of Development Services to execute change orders up to \$9,700 (15%) for unforeseen changes and additional work.

ENVIRONMENTAL REVIEW This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15302.

FINANCIAL STATEMENT *mr* This project was programmed in the current Capital Improvement Program adopted by the City Council on June 22, 2011 and is funded with TransNet funds in the amount of \$84,800.

Initial Contract Award - Base Bid	\$64,782
Project Design	3,804
Change Orders	9,700
Construction Engineering/Management	6,514
Total Project Budget	<u>\$ 84,800</u>

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *LS*

1. Adopt the attached Resolution awarding the construction contract to T&M Electric, Inc., DBA Perry Electric for a total amount of \$64,782; and
2. Authorize the City Manager to execute the construction contract for the base bid; and
3. Authorize the Director of Development Services to execute change orders up to a total of \$9,700.

ATTACHMENTS
Resolution Bid Summary

RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INTERNALLY-ILLUMINATED STREET NAME SIGN REPLACEMENT PROJECT (CIP 2012-010) TO T&M ELECTRIC, INC. DBA PERRY ELECTRIC, AUTHORIZATION TO EXECUTE CONSTRUCTION CONTRACT AND CHANGE ORDERS

WHEREAS, the City Clerk, on the 8th day of January 2013, publicly opened and examined sealed bids for the Internally-illuminated Street Name Sign Replacement Project, CIP 2012-010 ("Project"); and

WHEREAS, eight (8) bids were received; and

WHEREAS, T&M Electric, Inc., DBA Perry Electric was found to be the lowest responsive and responsible bidder with their total bid amount of \$64,782 for the Base Bid; and

WHEREAS, staff recommends awarding the contract to T&M Electric, Inc., DBA Perry Electric, for the Base Bid totaling \$64,782; and

WHEREAS, \$84,800 in TransNet funds has been appropriated for the project in the current CIP approved on June 22, 2011; and

WHEREAS, based on a preliminary environmental assessment, the project was determined to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 regarding the replacement or reconstruction of existing structure and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

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

SECTION 1. Award the contract for the Internally Illuminated Street Name Sign Replacement Project, CIP 2012-010 to T&M Electric, Inc., DBA Perry Electric, in the amount of \$64,782 for the Base Bid.

SECTION 2. Authorize the City Manager to execute the contract on behalf of the City.

SECTION 3. Authorize the Director of Development Services to execute change orders up to a total of \$9,700 for unforeseen changes and additional work.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 23rd day of January 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

PATSY BELL, CMC, CITY CLERK



CITY OF SANTEE

MAYOR
Randy Voepel

CITY COUNCIL
Jack E. Dale
Rob McNeilis
John W. Minno
John Ryan

CITY MANAGER
Keith Till

Internally Illuminated Street Name Sign Replacement Project CIP 2012-010

Bid Opening: January 8, 2013, 2:00 p.m.

Contractor Name	Total Bid
T&M Electric Inc. DBA: Perry Electric	\$ 64,782.00
Siemens Industry Inc.	\$ 66,715.00
Kimden Inc. DBA Kristan Electric	\$ 67,260.00
CTE Inc. Clark Telecom and Electric	\$ 68,827.00
Pelagic Engineering	\$ 70,927.00
San Diego Electric Sign, Inc.	\$ 72,498.00
PTM General Engineering Services Inc.	\$ 89,975.00
McGuire-Pacific Constructors	\$ 105,136.00

Apparent Low Bidder Information

T&M Electric, Inc. DBA: Perry Electric
PO Box 710130
Santee, CA 92072
P: (619) 449-0045
F: (619) 449-0511

Apparent Low Bidder Subcontractors

Item of Work

None

City of Santee
COUNCIL AGENDA STATEMENT

1G

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE CLAIMS AGAINST THE CITY BY DORINDIA YOST AND DORINDIA REYES

DIRECTOR/DEPARTMENT Jodene Dunphy, Director of Human Resources *JD*

SUMMARY

Two separate claims were filed against the City by Dorindia Yost and Dorindia Reyes. The claims have been reviewed by the City's Claims Administrator prior to bringing them forward for consideration. The Claims Administrator recommends the claims be rejected as provided in Government Code Section 913.

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

jm
FINANCIAL STATEMENT Sufficient funds for Claims Administration are budgeted in the Risk Management Claims Administration Account.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *JD*

Reject claims as per Government Code Section 913.

ATTACHMENTS (Listed Below)

None.

City of Santee
COUNCIL AGENDA STATEMENT

2A

(Cont. from 1-9-13)

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING TITLE 8, "HEALTH AND SAFETY" OF SANTEE MUNICIPAL CODE, CHAPTER 8.36 ARTICLE V., ENTITLED "FOOD VENDING VEHICLES" TO INCORPORATE THE COUNTY'S LETTER GRADE SYSTEM FOR MOBILE FOOD VENDING VEHICLES (ZA2012-2)

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY Restaurants in Santee and throughout the county are currently scored against food safety criteria by County inspectors and assigned a letter grade based on that score. Mobile food trucks were not graded in this manner until the County of San Diego adopted an ordinance in July 2012 to expand the letter grade system to include them. The County ordinance now applies to all mobile food trucks in unincorporated areas. The County has now asked local jurisdictions to adopt language to apply the food truck ordinance in their own cities and therefore standardize the food truck rating system.

The proposed ordinance would amend Santee's Municipal Code to incorporate, by reference, the San Diego County letter grade system for mobile food facilities. This would allow the County to enforce the letter grading system to food trucks working in Santee. Language is also included that states any applicants required to obtain Department of Environmental Health permits shall pay the associated fees established by the County for those services.

The letter grade system will improve public notification, help customers easily identify vendors in good compliance, and provide more information about the overall condition of the mobile food facility to make safe dining choices.

ENVIRONMENTAL REVIEW A Notice of Exemption has been prepared finding the project exempt from the provisions of the California Environmental Quality Act ("CEQA"), under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment (CEQA Guidelines § 15061(b)(3)).

FINANCIAL STATEMENT  There is no fiscal impact associated with this item.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION 

1. Conduct and close the Public Hearing; and
2. Find the Amendment exempt from the provisions of CEQA; and
3. Adopt Ordinance ZA2012-2.

ATTACHMENTS Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 8, "HEALTH AND SAFETY" OF THE CITY OF SANTEE MUNICIPAL CODE, CHAPTER 8.36 ARTICLE V., ENTITLED "FOOD VENDING VEHICLES" TO EXTEND THE LETTER GRADE RATING SYSTEM TO INCLUDE MOBILE FOOD FACILITIES (ZA2012-2)

WHEREAS, fixed location facilities throughout San Diego County are currently scored against food safety criteria by County inspectors, and assigned a letter grade based on that score, and mobile food facilities are not currently graded; and

WHEREAS, San Diego County adopted an ordinance on July 25, 2012, to extend the letter grade system currently used for restaurants to include mobile food facilities; and

WHEREAS, mobile food facilities operate in multiple jurisdictions and establishing an effective grading system for mobile food facilities requires cooperation across city boundaries, allowing the County the authority to enforce posting of letter grades in all local jurisdictions; and

WHEREAS, the letter grade system will improve public notification, help customers easily identify vendors in good compliance, and provide more information about the overall condition of the mobile food facility to make safe dining choices; and

WHEREAS, on January 9, 2013 and January 23, 2013 the City Council of the City of Santee held duly advertised public hearings on this proposed Ordinance; and

WHEREAS, the amendment to the Santee Municipal Code is determined to be exempt from review by the San Diego Regional Airport Land Use Commission as it would not change designated land uses, densities, or intensities, nor would it change height allowances in any manner that would trigger Airport Land Use Compatibility Plan factors subject to review by the Airport Land Use Commission review.

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

SECTION 1: The City Council finds and determines that this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA"), under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment (CEQA Guidelines §15061(b)(3)). The Ordinance will add public information requirements for mobile food facilities through the use of a letter grade system similar to fixed location food facilities, with no effect on the environment. City staff is directed to prepare and file a Notice of Exemption within no more than ten (10) working days after adoption of this Ordinance.

SECTION 2: The City Council of the City of Santee hereby amends Title 8, Chapter 8.36, Article V. "Food Vending Vehicles", by adding Section 8.36.505 "Grading System for Mobile Food Facilities," Section 8.36.506 "Department of Environmental Health Fees," Section 8.36.507 "Penalty for Activities Without a Permit," and Section 8.36.508 "Notice of Closure of Food Facility" to read as follows:

8.36.505 Grading System for Mobile Food Facilities.

The provisions of the San Diego County Code of Regulatory Ordinances concerning permanent and mobile food facilities, at Title 6, Division 1 of the County Code, are

ORDINANCE NO. _____

incorporated into this Code by reference.

8.36.506 Department of Environmental Health Fees.

All persons and businesses required to obtain a health-related permit or related service from the County of San Diego, Department of Environmental Health (DEH) pursuant to this code shall pay the County the fee established in the County Code for that permit or service, including delinquent payment fees.

8.36.507 Penalty for Activities Without a Permit.

When DEH initiates an enforcement action against a person operating a food facility without a permit required by the California Retail Food Code (Health & Saf. Code section 113700 et seq.) (CRFC) the department may recover its enforcement costs from the violator, up to a maximum of three times the cost of the permit. After the enforcement activity has been completed, DEH may send the violator a penalty assessment for its enforcement costs. The violator shall pay the assessment within 15 days from the date of the assessment or at the time the violator applies for the permit, whichever occurs first.

8.36.508 Notice of Closure of Food Facility.

(a) If the Director determines that a food facility is operating without a permit required by the CRFC, the Director may order the person who owns or operates the facility to close immediately. In addition to taking any legal action authorized by law to compel a facility owner or operator to cease operating without a permit, the Director may post a notice of closure at or on a food facility operating without a permit, advising the public that the facility does not have a permit to sell food.

(b) The Director may also post a notice of closure on a food facility:

(1) When the Director orders the facility to close due to an imminent health hazard that the food facility does not immediately correct.

(2) When the Director suspends or revokes the facility's permit.

(c) No person other than the Director shall remove a notice posted by the Director pursuant to this section.

SECTION 3: Severability. If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

SECTION 4: This Ordinance shall become effective thirty (30) days after its passage.

ORDINANCE NO. _____

SECTION 5: The City Clerk is hereby directed to certify the adoption of this ordinance and cause the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee held on the 9th day of January 2013, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 23rd of January, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

3A

MEETING DATE

January 23, 2013

AGENDA ITEM NO.

ITEM TITLE

AN ORDINANCE AMENDING SECTION 1.08.010 OF THE SANTEE MUNICIPAL CODE TO ALLOW PROSECUTION OF MUNICIPAL CODE VIOLATIONS AS MISDEMEANORS OR INFRACTIONS.

DIRECTOR/DEPARTMENT

City Attorney

DISCUSSION

The City Attorney has authority in various provisions of the Municipal Code to prosecute violations of the Code as either misdemeanors or as infractions. However, as the Code is currently drafted, unless a violation is specifically made an infraction by ordinance, a court cannot reduce a misdemeanor offense to an infraction. The Municipal Code does not contain a blanket grant of prosecutorial discretion to the City Attorney, which means that where an ordinance does not specifically allow violations to be prosecuted as infractions, they must be prosecuted as misdemeanors.

This item amends section 1.08.010 of the Municipal Code to authorize the City Attorney to prosecute all violations as either misdemeanors or as infractions. The amendments are as follows [additions underlined, deletions in strike-through]:

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the city of Santee shall be guilty of a misdemeanor; ~~unless the violation is made an infraction by ordinance~~ except that notwithstanding any other requirement of the code, any violation constituting a misdemeanor under this code may, in the discretion of the city attorney or other prosecutor, be charged and prosecuted as an infraction. Any violation of any provision or failure to comply with any of the mandatory requirements of this code may also be subject to an administrative citation and/or fine issued under Chapter 1.14 of this code.

FINANCIAL STATEMENT *Mr*

The proposed amendment will have no financial impact.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *KH*

Introduce ordinance for first reading and set second reading for February 13, 2013.

ATTACHMENT

Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SANTEE, CALIFORNIA, AMENDING
SECTION 1.08.010 TO ALLOW PROSECUTION OF
MUNICIPAL CODE VIOLATIONS AS
MISDEMEANORS OR INFRACTIONS.**

WHEREAS, the City Attorney of the City of Santee is authorized to prosecute violations of the Municipal Code; and

WHEREAS, it is often in the best interest of the City to prosecute violations of the Municipal Code as infractions; and

WHEREAS, the City Council desires to amend the Municipal Code to allow the City Attorney to exercise discretion in the prosecution of the Municipal Code.

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

Section 1. Section 1.08.010 of the Municipal Code is hereby amended to read in full:

Section 1.08.010 Violations – Penalty.

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the city of Santee shall be guilty of a misdemeanor; except that notwithstanding any other requirement of the code, any violation constituting a misdemeanor under this code may, in the discretion of the city attorney or other prosecutor, be charged and prosecuted as an infraction. Any violation of any provision or failure to comply with any of the mandatory requirements of this code may also be subject to an administrative citation and/or fine issued under Chapter 1.14 of this code.

Section 2. Severability. If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and ratified irrespective that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

ORDINANCE NO. _____

Section 3. The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 13th day of January, 2013, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the _____ day of _____, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

4A

MEETING DATE: January 23, 2013

AGENDA ITEM NO.

ITEM TITLE EXTENSION OF EXCUSED ABSENCES FOR COUNCIL MEMBER

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

Council Member John Ryan has missed, and been excused from, the last four City Council meetings. Although Council has excused Council Member Ryan from each meeting, Council may wish to formally excuse Council Member Ryan from attendance at those City Council meetings already missed, and further excuse him from attendance at future Council meetings, according to Government Code Sections 1062 and 36513.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓

Formally excuse Council Member John Ryan from attendance at the last four City Council meetings, and further, excuse him from attendance at future Council meetings if needed.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

4B

MEETING DATE: January 23, 2013

AGENDA ITEM NO.

ITEM TITLE **ANNUAL PRESENTATION OF LOCAL APPOINTMENTS LIST —
BOARDS, COMMISSIONS & COMMITTEES**

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

SUMMARY

At its December 12, 2012 City Council meeting, the City Council received the annual listing of all appointed Boards, Commissions and Committees, known as the Local Appointments List, in accordance with Government Code 54970 et seq., commonly known as the Maddy Act. The City Council directed this matter be returned at this meeting for annual review.

At this time, the following vacancies exist and are eligible for appointment:

- 1 vacancy on the Manufactured Home Fair Practices Commission
- 1 vacancy on the Council Salary Setting Advisory Committee
- 1 vacancy on the Santee Library Committee

Council may wish to make appointments to these committees, and make changes and/or deactivate any board, commission, or committee that it believes has completed its original purpose in accordance with Council Legislative Policy Memorandum 84-1.

The attached master listing will be updated to reflect Council's action at this meeting and will be available for public review at the Santee Library and the City Clerk's Office as required by state law.

m
FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *JK*

1. Council action on recommended appointment(s), if any, as presented by Mayor at meeting; and
2. Reaffirmation/continuance of all other standing groups and representation as listed.

ATTACHMENTS (Listed Below)

Local Appointments List

CITY OF SANTEE
LOCAL APPOINTMENTS LIST
BOARDS, COMMISSIONS, AND COMMITTEES

Revised By:
The City Clerk's Office
December 2012

PART ONE:

The following Boards, Commissions, and Committees exist and function as a part of the City of Santee's internal municipal structure.

CITY COUNCIL & SANTEE ELEMENTARY SCHOOL DISTRICT CONFERENCE COMMITTEE

Established: 3/27/85 [City Council Minutes]. Established by City Council to meet with School Board Members to discuss selected items.

Qualifications: Member of City Council or School Board.

Term: Annual.

Representatives: Rob McNelis, Council Member
John Minto, Vice Mayor

School District: Dianne El-Hajj, President [12/18]
Ken Fox, Vice President [12/18]

Appointed: 1/12/11 [McNelis]

Reappointed: 1/25/12

Appointed: 1/25/12 [Minto]

Phone: (619) 258-2304

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

COMMUNITY ORIENTED POLICING COMMITTEE

Established: 8/14/96 [Resolution 129-96]. The purpose of the Committee is to make recommendations regarding the City's Community Oriented Policing Program. These may include recommendations regarding crime prevention, drug awareness, education programs, neighborhood watch programs, law enforcement staffing, and other issues regarding the City's overall policing effort. Committee recommendations may be forwarded to the Council for final action.

Qualifications: Members are set forth by Council and include a City Council Member, City Manager, Santee Sheriff's Station Commander, representatives from the Santee School District, Grossmont Union High School District, Chamber of Commerce, Santee Collaborative [1/23/08 City Council Minutes], Institute for Public Strategies [1/28/09 City Council Minutes], and a Citizen at Large to be appointed by the Mayor, with the approval of the City Council. Human Relations Representatives added [9/8/10 City Council Minutes].

Term: At the pleasure of the legislative body.

Representatives: John Minto, Vice Mayor
Keith Till, City Manager
Captain Lisa Miller, Santee Sheriff's Station Commander
Nancy Ortiz, Crime Prevention Specialist, Santee Sheriff Station
Bob Kull, Santee School District
Tim Schwuchow, Principal, Santana High School
Larry Oedewaldt, Vice Principal, Santana High School
Paul Dautremont, Principal, West Hills High School
Teri Sprecco, Assistant Principal, West Hills High School
Meredith Riffel, Santee Collaborative
John Olsen, Executive Director, Santee Chamber of Commerce
Richard Preuss, Institute for Public Strategies
Thomas Carr, Human Relations Representative
Tawni Jochens, Human Relations Representative

Citizen at Large: Warren Savage
Appointed: 1/25/12

Meetings: Meetings are held on the 2nd Monday of each month at 2:00 p.m.; City Hall, 10601 N. Magnolia Avenue, Council Chambers Conference Room.

Staff Assistance: Jodene Dunphy, Director of Human Resources

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

LIBRARY COMMITTEE

Established: 1/22/97 [City Council Minutes]. The purpose of the Committee is to act in an advisory capacity to the City Council on matters pertaining to library services in the City of Santee.

Qualifications: Two City Council Members, three representatives from the Friends of the Library, two from the Grossmont High School District, one from the County Library, one from the Santee School District, one from the Santee School District PTA, one from the Santee Historical Society, one from SMOAC, one from the Chamber of Commerce, one from the Santee Ministerial Council, and four members at large.

Term: At the pleasure of the legislative body.

Meetings: As needed.

Staff Assistance: Ed Ruiz, Senior Management Analyst, Community Services Department

Council Rep.: John Ryan, Council Member [Appointed 1/12/11]

Council Rep.: Randy Voepel, Mayor [Appointed 1/24/11]

Library Committee Members:

Penny Taylor, County Library
Santee Branch

Marilynn Fitzpatrick
Friends of the Library

Zoe Herald
Friends of the Library

Sherrill Nelson
Friends of the Library

Santee School District PTA

Diane El-Hajj,
Santee School District

Grossmont Union HS District

Grossmont Union HS District

Elaine Murphy
Santee Historical Society

SMOAC

Santee Chamber of Commerce

Gwen Jones-Lurvey
Santee United Methodist Church

Members at Large:

Kimberley Layton
Appointed: 5/10/00

VACANT
Appointed:

Karen Stackpole
Appointed: 1/26/05

Gabriel Pina
Appointed: 6/24/09

MANUFACTURED HOME FAIR PRACTICES COMMISSION

Established: 6/10/94 [by City Ordinance 324]. Amended 8/26/94 by Ordinance 329, 10/28/98 by Ordinance 381, and on 1/24/01 by Ordinance 412. The purpose of the Commission is to ensure that the provisions of the Santee Manufactured Home Fair Practices Ordinance are appropriately implemented in Santee.

Qualifications: The Commission consists of five regular members. All members must be resident electors and are appointed by the Mayor, with the approval of the City Council. No member shall be:

- (a) a manufactured home owner or resident;
- (b) an owner, operator or manager of a manufactured home park;
- (c) any person owning or possessing any interest in, or operating or managing, any other rental property totaling four (4) or more dwelling units, whether such four (4) units are located on one parcel or lot, or are spread among several parcels or lots. As used in this section, "dwelling unit" shall mean an apartment unit, a condominium unit, or a single family residence.
- (d) a person with an identifiable economic or professional interest in the rights of park owners or residents.

Term: Each regular member shall be appointed to serve a two-year term. Each regular member shall hold office until a new member has been duly appointed.

Meetings: Meetings are held quarterly on the 3rd Thursday of March, June, September, and the 2nd Thursday of December at City Hall Council Chambers, 10601 Magnolia Avenue.

Staff Assistance: Tom Romstad, Senior Management Analyst, Development Services Department

Commission Members:
(next page)

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

Commission Members:

Thomas Carr, Chair

Appointed: 1/24/01

Reappointed: 2/12/03, 1/26/05, 1/24/07, 1/28/09, 1/12/11

Term Ends: 2013

Lee E. Wilson

Appointed: 1/25/95

Reappointed: 1/22/97, 1/27/99, 1/24/01, 2/12/03, 1/26/05, 1/24/07, 1/28/09, 1/12/11

Term Ends: 2013

Rusty Williams

Appointed: 9/24/03

Reappointed: 1/26/05, 1/24/07, 1/28/09, 1/12/11

Term Ends: 2013

VACANT

Appointed:

Reappointed:

Term Ends:

Frank Bathrick

Appointed: 2/10/10

Reappointed:

Term Ends: 2012

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

SALARY SETTING ADVISORY COMMITTEE

Established: 1/28/09 [City Council Minutes]. The purpose of the Committee is to make recommendations to the Council regarding the appropriate level of salary and benefits for the Mayor and the City Council.

Qualifications: Appointments are made by the Mayor, with the approval of the City Council.

Term: At the pleasure of the legislative body.

Meetings: On an as-needed basis at City Hall, 10601 Magnolia Avenue, Council Chambers Conference Room.

Staff Assistance: Kathy Valverde, Assistant to the City Manager

Committee Members:

Karen Bisignano	Appointed: 1/28/09
William Howell	Appointed: 1/28/09
Tom Lemmon	Appointed: 1/28/09
Marilynn Linn	Appointed: 1/28/09
James Montague	Appointed: 1/28/09
Warren Savage	Appointed: 1/28/09
Arnold Winston	Appointed: 1/28/09
VACANT	

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

SANTEE PARK AND RECREATION COMMITTEE (SPARC)

Established: 9/28/81 [Resolution 75-81]. The purpose of the Committee is to act in an advisory capacity to the City Council on matters pertaining to municipal parks and recreation programs in the City of Santee. April 26, 1995, Council adopted revised bylaws [City Council Minutes].

Qualifications: Resident appointments to the Santee Park and Recreation Committee are made by the Mayor, with the approval of the City Council.

Term: At the pleasure of the legislative body.

Meetings: Meetings are on the first Thursday of each month at 6:30 p.m. at City Hall, 10601 Magnolia Avenue, Conference Room. in Bldg. 6, Community Services

Staff Assistance: Bill Maertz, Director of Community Services; and Heather Heckman, Administrative Secretary

Committee Members:

Anita Bautista	Appointed: 10/11/95
Ken Fox, Chair	Appointed: 4/28/99
Lisa Neely, Vice-Chair	Appointed 6/13/01
Rusty Williams	Appointed: 10/24/01
Charles Hattaway, Secretary	Appointed: 6/11/03
Angiolina Campo-Vasquez	Appointed: 9/24/03
James Dreisbach-Towle	Appointed: 5/11/05
Arli Wolfson	Appointed: 4/08/09
Heather Jones	Appointed: 5/25/11
Alan Tuthill	Appointed: 6/22/11

Alternate Member #1:

John Morley Appointed: 1/25/12

Alternate Member #2:

Laqueta Strawn Appointed: 1/25/12

PART TWO

The following Boards, Commissions, and Committees, external to the City of Santee's internal governmental process, have appointed delegates to represent the City of Santee.

Unless otherwise stated, appointments are made by the Mayor, with the approval of the City Council.

JOINT AGENCIES

ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

This Joint-Agency body studies matters related to the abatement, removal, and disposal of abandoned, wrecked, dismantled, or inoperative vehicles in order to protect the health and safety of citizens. [Resolution No. 170-91]

Qualifications: The Board of Directors of the San Diego Service Authority for Freeway Emergencies shall constitute the members of the Board of Directors of the San Diego Abandoned Vehicle Abatement Service Authority.

Term: Annual.

Representatives: Chairwoman Ann Kulchin, City of Carlsbad
Bill Horn, County Board of Supervisors, 5th District
Ron Roberts, County of Board of Supervisors, 4th District
Council Member Barbara Denny, City of Coronado
Council Member Lorie Zapf, City of San Diego, District 6
Council Member David Alvarez, City of San Diego, District 8
Vice Mayor John Minto, City of Santee

Appointed: 1/12/11 [Minto]

Reappointed: 1/25/12

Meetings: Meetings are held bimonthly at the County Administration Center, 1600 Pacific Highway, Room 303, San Diego, CA 92104.

Contact Person: Ronald Villa, Program Manager
Address: San Diego Police Department
1401 Broadway, MS 715
San Diego, CA 92101

Phone: (619) 840-1336

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

CITY SELECTION COMMITTEE (League of California Cities)

Established: Under the auspices of the League of California Cities, San Diego County Division, this committee makes appointments to LAFCO, the Service Authority for Freeway Emergencies, and the Abandoned Vehicle Abatement Service Authority.

Qualifications: Every City Mayor automatically is a representative.

Term: 2012 (Corresponds to the Mayor's term)

Meetings: This committee meets as needed, usually on the 2nd Monday in October.

Representative: Randy Voepel, Mayor

Contact Person: Marvice Mazyck, Program Manager for County Clerk of the Board of Supervisors
County of San Diego
1600 Pacific Highway, Room 402
San Diego, CA 92101-2471

Phone: (619) 531-4870

COMMUNITY LEADERS FORUM MCAS MIRAMAR

Established: 4/28/99 [City Council Minutes]. Meetings to provide current information regarding ongoing activities at the base relating to helicopter flight patterns at MCAS Miramar.

Qualifications: Member of the City Council

Term: Annual

Representative: Randy Voepel, Mayor

Resident Co-Rep: James D. Panknin

Appointed: 6/9/04

Reappointed: 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12

Contact: Colonel Philip Parkhurst, AC-S

Address: Community Plans and Liaison Officer
Attn: Laura Thornton
P. O. Box 452001
San Diego, CA 92145-2001

Phone: (858) 577-6603

Meetings: Third Thursdays, monthly, at 5:30 p.m. at MCAS Miramar.

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

EAST COUNTY ECONOMIC DEVELOPMENT COUNCIL

Established: 12/12/84 [City Council Minutes].

Rejoin: 7/23/86 [City Council Minutes].

Qualifications: Position-specific; Mayor and Council Member.

Term: Annual

Meetings: Second Monday, monthly, 7:30 a.m. in County Supervisor District 2 East County Board Room located at 1870 Cordell Court, Suite 202, El Cajon.

Representative : John Minto, Vice Mayor

Alternate: Randy Voepel, Mayor

Deactivated: 11/18/92

Reactivated: 1/14/93

Appointed: 12/5/00 [Voepel] and 2/12/03 [Minto]

Reappointed: 1/24/01, 1/23/02, 2/12/03, 1/28/04, 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12

Address: East County Economic Development Council
1870 Cordell Court, Suite 202
El Cajon, CA 92020

Phone: (619) 258-3670

Contact Person: Jo Marie Diamond, President/Chief Executive Officer

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

GOODAN RANCH POLICY COMMITTEE

Established: In July, 1991, an agreement was signed by the State of California Department of Fish and Game, the County of San Diego, the City of Poway, and the City of Santee to jointly purchase Goodan Ranch. The Joint Powers Agreement, effective November 7, 1995, establishes the Goodan Ranch Policy Committee.

Qualifications: The Goodan Ranch Policy Committee is comprised of three elected representatives, appointed by the governing bodies of the County of San Diego, the City of Poway, and the City of Santee, and one representative from the State of California Department of Fish and Game. An alternate is also appointed by each of the Public Agencies.

Term: Annual.

Meetings: Once annually.

Representative: Rob McNelis, Council Member

Appointed: 1/12/11

Reappointed: 1/25/12

Alternate: Keith Till, City Manager, or designee.

Contact Person: Bill Maertz, Director of Community Services

Address: City of Santee
10601 Magnolia Avenue
Santee, CA 92071

Phone: (619) 258-4100, Extension 126

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

HEARTLAND FIRE TRAINING FACILITY AUTHORITY COMMISSION*

Parties involved have common powers to secure the construction and operation of a fire training facility for training personnel, etc., at the Owens Tower Fire Training Facility.

Established: 12/01/73

Qualifications: Agency member Heartland Fire Training Facility Authority

Term: Per appointing public agency.

Meetings: Second Thursdays quarterly at El Cajon City Hall, Fifth Floor Conference Room at 4:00 p.m.

Representative: John Ryan, Council Member [1/12/11]
Alternate: Rob McNelis, Council Member [1/12/11]

Appointed: 1/12/11
Reappointed: 1/25/12

Contact: Dave Miller
Heartland Communications Facility Authority
100 East Lexington Ave.
El Cajon, CA 92020

Phone: (619) 441-1623

**Stipend Received*

LEAGUE OF CALIFORNIA CITIES

Qualifications: Members of the City Council.

Term: Annual.

Representative: John Minto, Vice Mayor [1/26/05]
Alternate: Rob McNelis, Council Member [1/12/11]

Appointed: 1/26/05 [Minto] and 1/12/11 [McNelis]
Reappointed: 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12

Address: League of California Cities
P.O. Box 82081
San Diego, CA 92138-2081

Phone: (916) 658-8200

Contact Person: Catherine Hill, Regional Representative

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

METROPOLITAN TRANSIT SERVICES (MTS) (formerly MTDB)*

Established: 1/31/85 [City Council Minutes].

Qualifications: Members of the City Council.

Term: Annual.

Representative: John Minto, Vice Mayor [1/12/11]
Alternate: Rob McNelis, Council Member [1/12/11]

Appointed: 1/12/11
Reappointed: 1/25/12

Address: Metropolitan Transit Development Board
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

Phone: (619) 557-4515

Contact Person: Valerie Vizkelti, Executive Secretary/Clerk of the Board

**Stipend Received*

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

MISSION TRAILS REGIONAL PARK TASK FORCE

This Committee, comprised of representatives of various cities and agencies, advises on matters pertaining to acquisition, development, operation, and maintenance of Mission Trails Regional Park.

Qualifications: Member of the City Council

Term: Annual

Membership: The Mission Trails Regional Park Task Force is comprised of two members from the San Diego City Council, one of whom shall be from the Council District in which the Regional Park is located, two members from the County Board of Supervisors, one of whom shall be from the Supervisorial District in which the Regional Park is located, one member from the Santee City Council, one member from the La Mesa City Council, and the Chairperson of the Mission Trails Regional Park Citizens Advisory Committee.

Meetings: Third Wednesday of odd numbered months at 12:15 p.m. at the San Diego City Administration Building, 202 C Street.

Representative: Rob McNelis, Council Member [1/12/11]

Alternate: John Ryan, Council Member [1/12/11]

Appointed: 1/12/11

Reappointed: 1/25/12

Contact Person: Steve Haupt, District Manager,

Address: 202 C Street, MS 35A

San Diego, CA 92101-3860

Phone: (619) 533-6733

LOCAL APPOINTMENTS LIST, REVISED DECEMBER 2012

Citizens Advisory Committee For Mission Trails Regional Park

Qualifications: City of Santee resident.

Term: Although the Mayor has term length discretion, representatives typically serve a term concurrent with the appointing Mayor. Appointment process requires each represented group nominate a member every two years in the odd numbered years, so that nomination can be considered at task force's January meeting. The group is an eleven (11) member group.

Representative: Francis Powers

Appointed: 3/28/12

Reappointed:

Alternates: Chair and Vice Chair of Santee Park and Recreation Committee (Alternates per Council meeting 03/13/91)

Meetings: Meetings are held at 7:00 p.m. on the first Tuesday of odd numbered months at the Mission Trails Regional Park Visitor and Interpretive Center.

Contact Person: David Monroe, District Manager, Northern Parks Division
202 C Street, MS 35A
San Diego, CA 92101-3860

Phone: (619) 525-8286

SAN DIEGO AIRPORT AUTHORITY BOARD

This Joint-Agency body, created January 1, 2003, convenes on matters connected to its state-mandated mission to effectively manage and operate San Diego International Airport and address the region's long-term air transportation needs.

Qualifications: A member of one of the East County City Councils or a resident of one of the East County cities.

Term: 3 years

Membership: The Airport Authority is governed by an appointed board of nine members who represent all areas of San Diego County and three ex-officio members.

Meetings: First Thursday of every month at 9:00 a.m. on the Third Floor of the Commuter Terminal at the San Diego International Airport.

Representative: James Panknin Term Expires: January 31, 2013

Appointing Authority: East County area mayors

Appointed: 10/20/06

Reappointed: 10/22/09

Contact Person: Tony Russell, Authority Clerk
Address: San Diego International Airport
Commuter Terminal, 3rd Floor - Board Conference Room
3225 N. Harbor Dr. - San Diego, CA 92101

Phone: (619) 400-2550

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) Board of Directors*

Qualifications: Members of the City Council

Term: Annual

Representative: Jack Dale, Council Member [1/26/05]
Alternate: John Minto, Vice Mayor [1/12/11]
2nd Alternate: Rob McNelis, Council Member [1/12/11]

Appointed: 1/26/05
Reappointed: 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12

Address: SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Phone: (619) 699-1900

Contact Person: Tessa Lera, Clerk of the Board; (619) 699-1991

**Stipend Received*

SAN DIEGO SAFE (Service Authority for Freeway Emergencies)*

This Joint-Agency body studies matters relating to the installation of freeway call boxes.

Qualifications: Seven member group has two members appointed by the San Diego County Board of Supervisors; two members selected by San Diego City Mayor and appointed by City Selection Committee; three members selected from 17 remaining San Diego County cities and appointed by City Selection Committee.

Term: Annual

Representatives: Chairwoman Ann Kulchin, City of Carlsbad
Bill Horn, County Board of Supervisors, 5th District
Ron Roberts, County of Board of Supervisors, 4th District
Council Member Barbara Denny, City of Coronado
Council Member Lorie Zapf, City of San Diego, District 6
Council Member David Alvarez, City of San Diego, District 8
Vice Mayor John Minto, City of Santee

Appointed: 1/12/11

Reappointed: 1/25/12

Meetings: Meetings are public and occur bimonthly at the County Administration Center, 1600 Pacific Highway, Room 303, San Diego, CA 92104

Address: TeleTran Tek Services
9167 Chesapeake Drive
San Diego CA 92123

Phone: (760) 566-6314

Fax: (858) 279-8424

Contact Person: Edward Castoria, Executive Director

**Stipend Received*

COUNTY SERVICE AREA (CSA) 69 (PARAMEDICS)

Service Area (CSA) 69 (Paramedics) provides input to the County of San Diego relative to paramedic services offered to the Santee/Lakeside area. The group advises on the level of such services, how services might be better provided, and on the funding and budgetary aspects of the program within this service district.

Qualifications: City of Santee resident representative and a Member of the Santee City Council.

Term: Although the Mayor has term length discretion, Resident Representatives typically serve a term concurrent with the appointing Mayor. Council Representatives have no specified term length.

Membership: Members are appointed by participating organizations: two at-large members from the City of Santee, one resident of the City and one City Council Member, both appointed by the Mayor with the approval of the City Council; one representative each from the Santee School District; Santee Chamber of Commerce; Lakeside Fire Protection District; Lakeside Planning Committee; Lakeside Chamber of Commerce; Lakeside Union School District, East County Fire Protection District, and Grossmont Hospital District.

Reference Dates: 11/22/82 [Council Minutes], 9/04/85 [Resolution 175-85] change in membership.

Representative: Randy Voepel, Mayor [12/3/96]
Alternate: John Minto, Vice Mayor [1/26/05]

Resident: Warren H. Savage, Jr.
Appointed: 1/24/96

Reappointed: 1/24/96, 1/22/97, 1/28/98, 1/27/99, 1/26/00, 1/24/01, 1/23/02, 2/14/01, 2/12/03, 1/28/04, 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12

Contact Person: Adria Cavanaugh, Administrative Services Manager

Address: San Diego County Health and Human Services Agency
Emergency Medical Services
6255 Mission Gorge Road
San Diego, CA 92120-3599

Phone: (619) 285-6429

Meetings: Meetings are held on the second Thursday of the month quarterly or as needed basis at the Lakeside Fire Protection District Administrative Facility, 12365 Parkside Street, Lakeside.

Staff Assistance: Fire Department

UNIFIED SAN DIEGO EMERGENCY SERVICES ORGANIZATION

Address: Office of Disaster Preparedness
5555 Overland Avenue, Building 19
San Diego, CA 92123

Contact Person: Dawn Kay

Phone: (858) 565-3490

Disaster Council

Qualifications: Position-specific

Term: Annual

Representatives: Randy Voepel, Mayor, as Chairperson; Keith Till, City Manager, as Director of Emergency Services; and Richard Mattick, Deputy Fire Chief, as Assistant Director of Emergency Services.

Appointed: 10/26/81 [Council Minutes], 11/09/81 [Ordinance 35]; 12/05/00

Reappointed: 1/24/01, 1/23/02, 2/12/03, 1/28/04, 1/26/05, 1/25/06, 1/24/07, 1/23/08, 1/28/09, 1/27/10, 1/12/11, 1/25/12

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE

January 23, 2013

AGENDA ITEM NO.

ITEM TITLE

AUTHORIZE THE ADVERTISING OF A REQUEST FOR PROPOSALS FOR PROJECT DESIGN AND CALIFORNIA ENVIRONMENTAL QUALITY ACT REVIEW FOR A WATER WELL AT TOWN CENTER COMMUNITY PARK

DIRECTOR/DEPARTMENT

Bill Maertz, Community Services 

SUMMARY City landscaping irrigation costs have increased over the past several years. Staff has identified a cost saving measure for Town Center Community Park (TCCP). Staff is proposing to drill and install a water well to irrigate the landscaping at TCCP. With the City Council's approval, staff will prepare a Request for Proposals for the design and compliance with the California Environmental Quality Act (CEQA) of a water well at TCCP. Upon conclusion of the RFP process, staff will prepare and solicit construction bid documents for the installation of a water well at TCCP. At the end of the bid process staff will return to the City Council with a recommendation for award of contract. It is anticipated the RFP will be distributed in March with the completion of the well installation in late summer of 2013.

The estimated total cost for the design, CEQA compliance, drilling and installation services for one water well is \$205,000. The use of this well to irrigate the landscaping at TCCP is anticipated to have an annual cost savings to the General Fund of \$104,000. It is calculated the irrigation savings will provide a return on this investment within two years. In addition, the use of well water will buffer the City from future recycled water rates which are scheduled to increase the next five years by 20%. It will also buffer the city from any pass-through increases imposed on Padre Dam by other agencies.

Staff is also considering the possible installation of an additional water well to be located at the city facility operated by Sportsplex USA under a contractual agreement. Costs associated with the design, CEQA compliance and installation of this second water well will be determined during the RFP process. Once these costs are known, a decision will be made whether to add this well to the bid process.

Staff is requesting the City Council authorize the advertising of a Request-for-Proposals for project design and California Environmental Quality Act (CEQA) review for a water well at Town Center Community Park.

ENVIRONMENTAL REVIEW This action is not a project subject to CEQA as it results in a request for proposals for future work, with no physical changes to the environment, and therefore it can be seen with certainty that it will have no significant impact on the environment (CEQA Guidelines 15061(b)(3)). CEQA review will be conducted before a construction contract is awarded.

FINANCIAL STATEMENT  The estimated total cost for the design, CEQA compliance, drilling and installation services for one water well is \$205,000 which would be funded with Park in Lieu funds currently budgeted in the Capital Improvement Program General Park Improvements and Ball Field Improvements projects. This project will result in estimated annual cost savings to the General Fund of \$104,000, which would increase over time as water costs rise.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION 

1. Authorize the advertising of a Request-for-Proposals for the design and compliance with the California Environmental Quality Act of a water well at Town Center Community Park.

ATTACHMENTS (Listed Below) None

City of Santee
COUNCIL AGENDA STATEMENT

6B

MEETING DATE January 23, 2013

AGENDA ITEM NO.

ITEM TITLE REQUEST FOR CONSIDERATION OF GENERAL PLAN AND ZONE CODE AMENDMENTS TO CHANGE THE LAND USE DESIGNATIONS OF PROPERTY IN TOWN CENTER AND IN THE LOW-MEDIUM RESIDENTIAL (R-2) DISTRICT ON VIA DE CHRISTINA FOR PARK/OPEN SPACE USE (CITY-INITIATED)

DIRECTOR/DEPARTMENT Melanie Kush, Director of Planning *MK*

SUMMARY Staff is requesting City Council authorization to evaluate changes to the land use designations of two sites of undeveloped land, one of which is situated in the Town Center Specific Plan area (Town Center) and the second site is located on Via de Christina in a single-family residential neighborhood. The proposed changes for each site are summarized below.

Site 1: Town Center Site: this area encompasses roughly 22 acres bordered by RiverView Parkway (under construction) to the north, the Park Avenue neighborhood to the south, Magnolia Avenue to the east and the Las Colinas Woman's Detention facility to the west (Refer to Exhibit A-1: Vicinity Map). The existing Zone District is "Town Center" (TC) and the underlying principal land use is "Institutional" with an "Office Park Overlay". The proposed change would be from "Institutional" and "Office Park Overlay" to "Park/Open Space" (Refer to Exhibits A-2 and A-3). **Rationale:** the detention facility effectively isolates this area from the RiverView corporate campus. Absent campus connectivity and visibility, a re-assessment of land use that will benefit the community is timely. A Park/Open Space land use would establish a substantial buffer (500 feet) between the detention facility and nearby residential uses to the south and east, and enhance the streetscape along Magnolia Avenue. A potential use is athletic fields and enhancement of the Polo Barn area (Refer to Exhibits A-4 and A-5).

Site 2: Via de Christina Site: this area encompasses 0.53 acres, bordered by the State Route 52 to the north and west, Via de Christina to the south, and single-family residential development to the west (Refer to Exhibit B-1: Vicinity Map). The existing zone District is "Low-Medium Density Residential" (R-2). The proposed change would be to "Park/Open Space" (Refer to Exhibits B-2 and B-3). **Rationale:** facilitate the development of a neighborhood mini-park and further the goal of 10 acres of parkland for every 1,000 people. A walking path and landscaping would be added.

FINANCIAL STATEMENT *jm* N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *JK* Provide direction as to whether staff should proceed with processing the Town Center Specific Plan Amendment for Site 1, and a General Plan Amendment and Rezone for Site 2. A decision by the Council to authorize staff to consider a General Plan Amendment does not indicate eventual approval of the requested Amendments. This proposal would be presented to City Council at a future public hearing.

ATTACHMENTS

Exhibits A-1 through A-5

Exhibits B-1 through B-3



EXHIBIT A-1

Vicinity Map

Site APN 381-050-70 (por)

Project Area

22 Acres (approx)



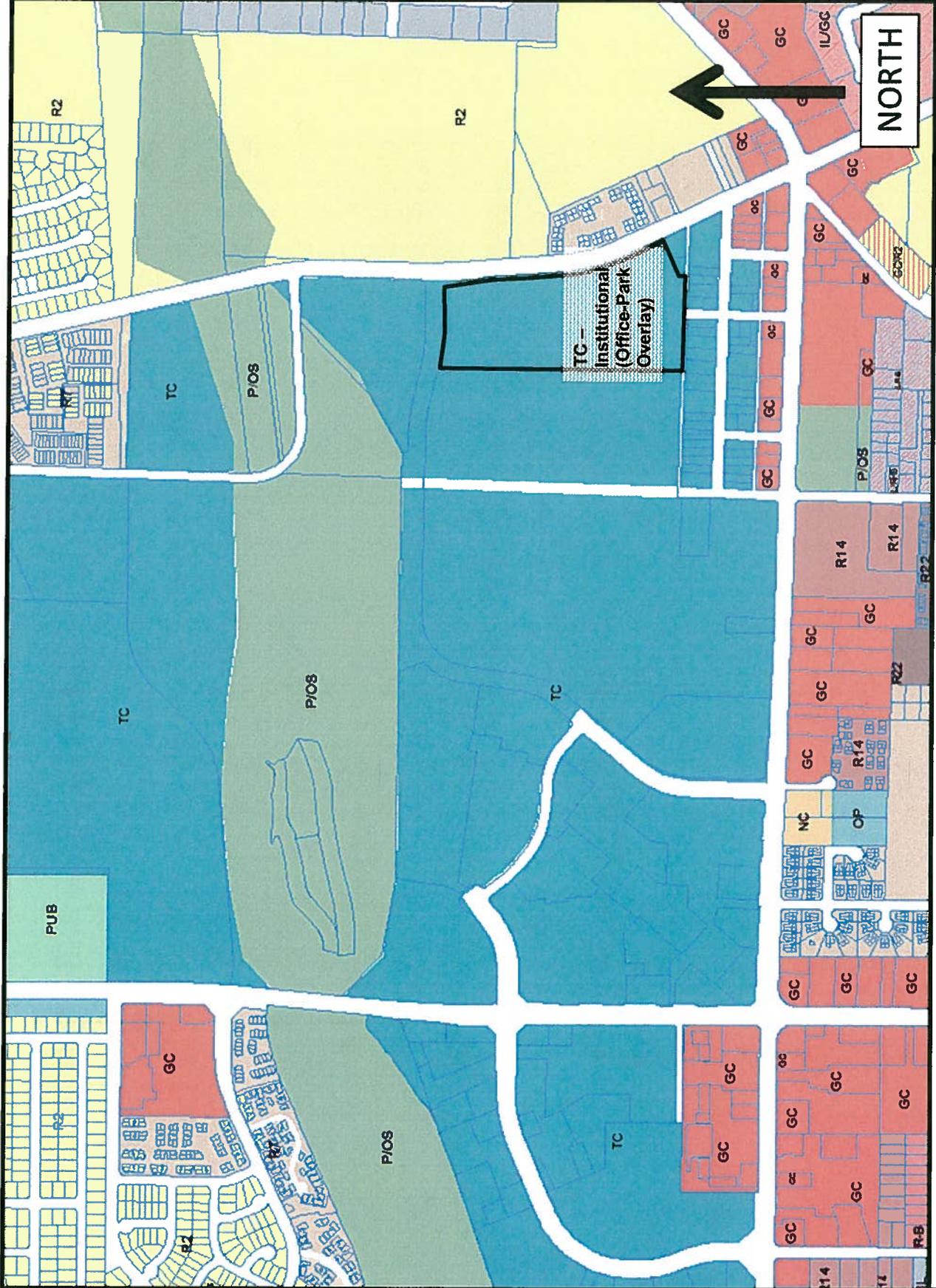


EXHIBIT A-2

Existing General Plan and Specific Plan Land Use Designation

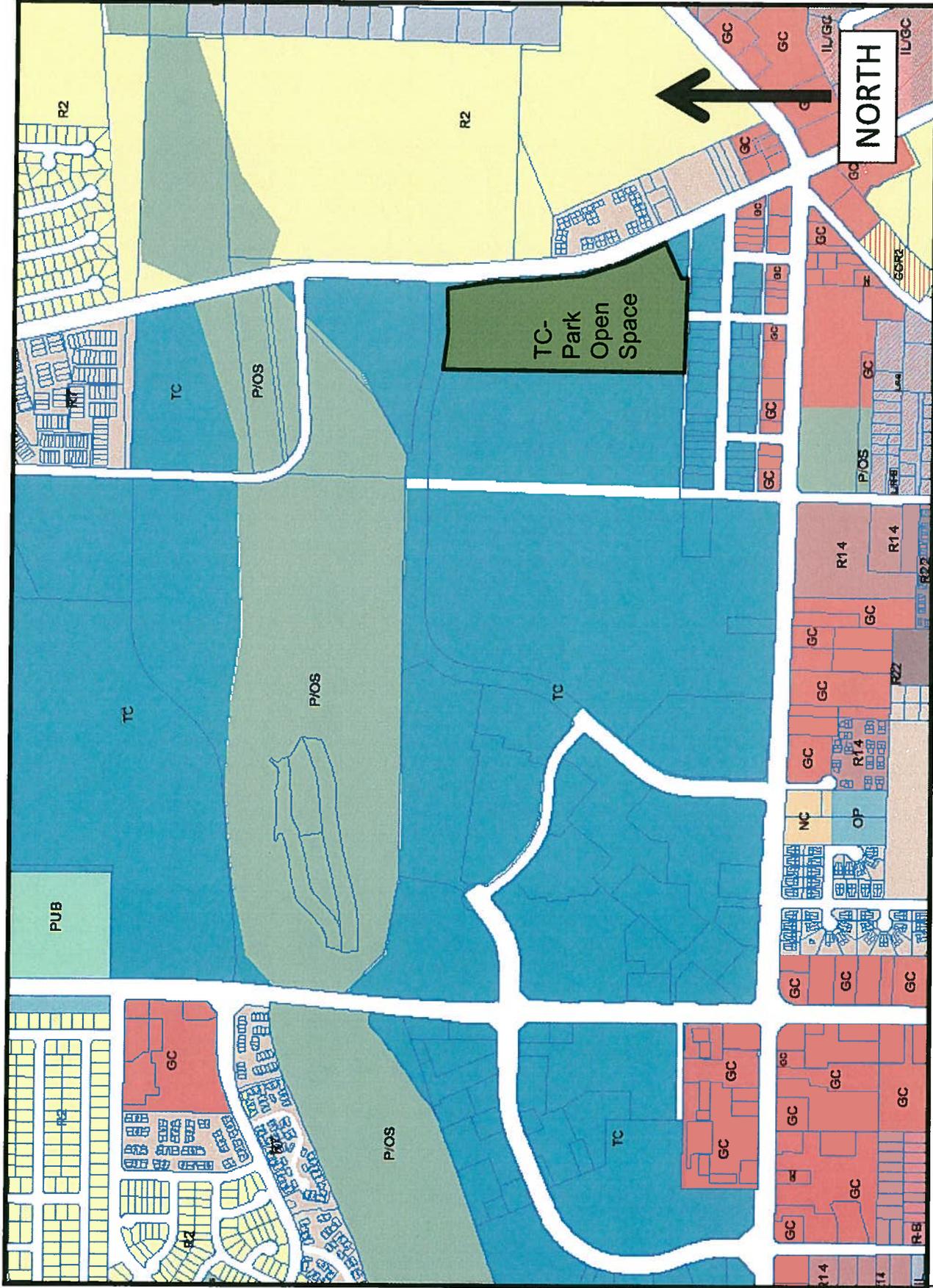


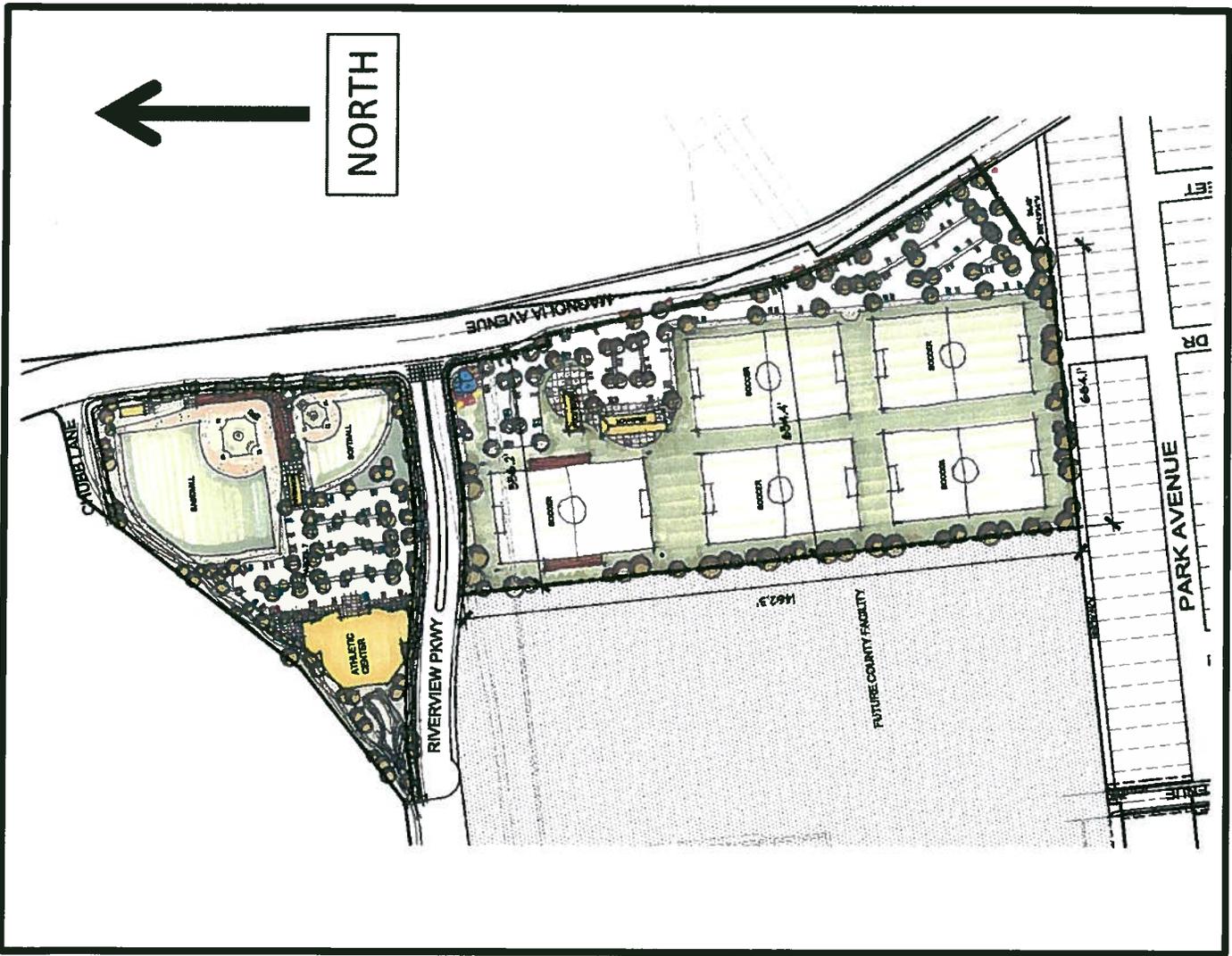
EXHIBIT A-3

Proposed General Plan and Specific Plan Land Use Designation

EXHIBIT A-4



EXHIBIT A-5





Vicinity Map
Via de Cristina Site

EXHIBIT B-1
Project Area
0.53 acres (approx)

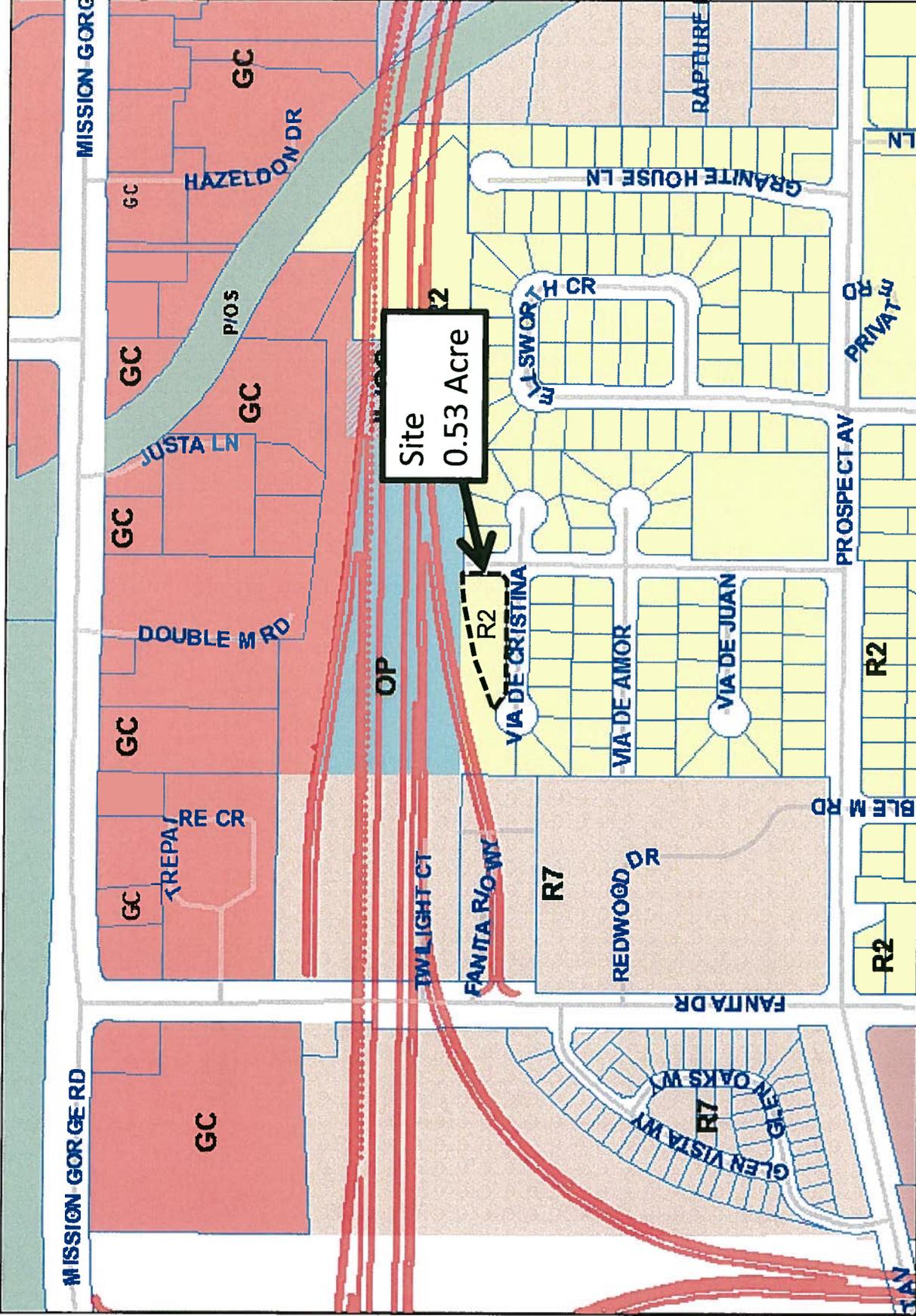


EXHIBIT B-2
Existing General Plan Land Use Designation and Zone

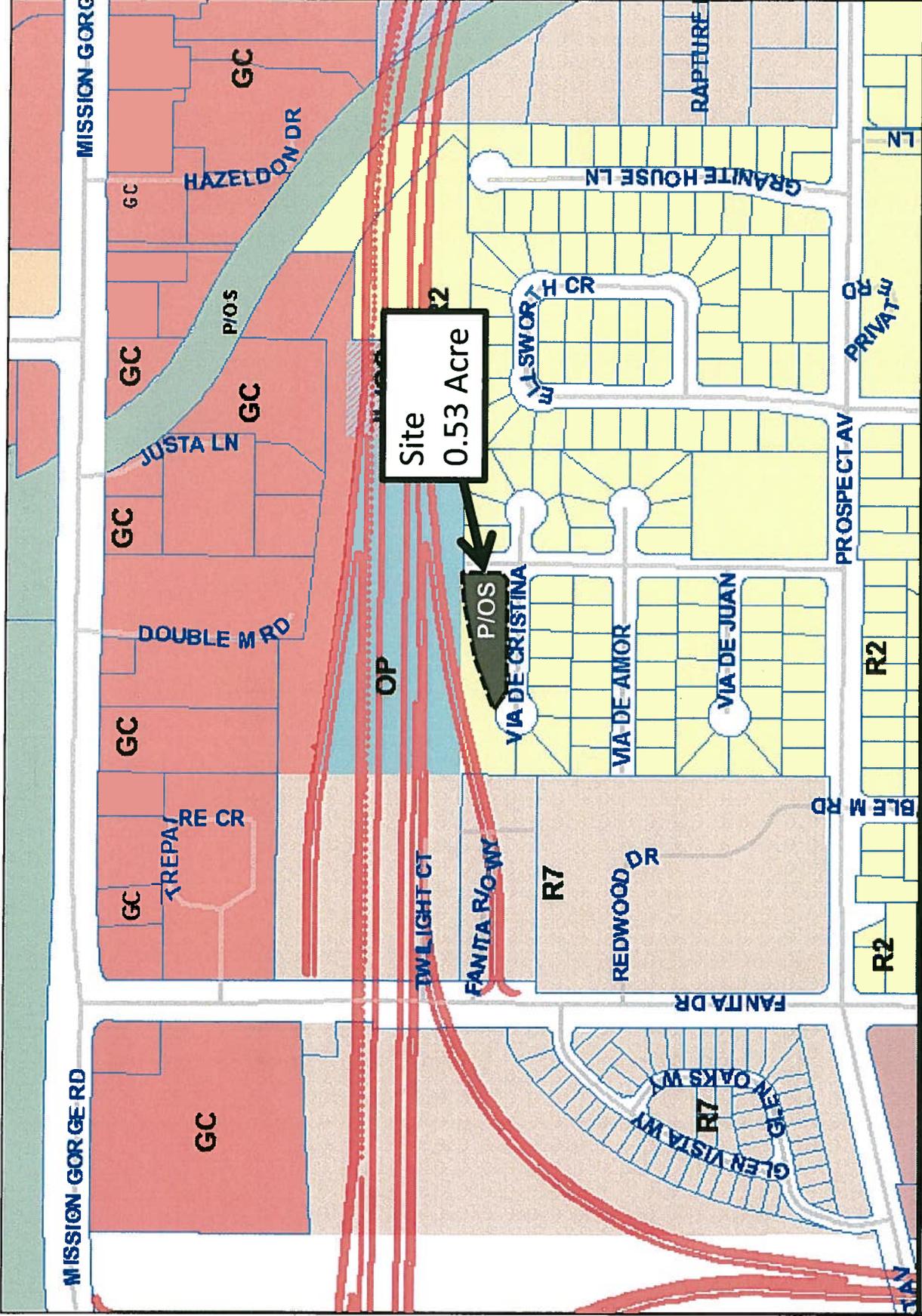


EXHIBIT B-3
Proposed General Plan Land Use Designation and Zone

City of Santee
COUNCIL AGENDA STATEMENT

6C

MEETING DATE: January 23, 2013

AGENDA ITEM NO.

ITEM TITLE: FIVE-YEAR AGREEMENT WITH SAN DIEGO COUNTY SHERIFF'S DEPARTMENT FOR LAW ENFORCEMENT SERVICES

DIRECTOR/DEPARTMENT: Keith Till, City Manager *KT*

SUMMARY: Approval of the Agreement among the City of Santee, County of San Diego and San Diego County Sheriff for general and specialized law enforcement and traffic services for the period July 1, 2012 through June 30, 2017.

BACKGROUND: Along with eight other cities in San Diego County, the City of Santee contracts with the County of San Diego for Law Enforcement services. The contract is a joint agreement, taking advantage of common needs and economies of scale that result in a lower cost for law enforcement than having a municipal police department or individually contracting with the County. Each year, the actual listing of deputies, support staff and other overhead services are submitted to City Council in the form of an Attachment B, which sets out that year's deployment of personnel and resultant cost of services.

The previous five-year agreement expired on June 30, 2012, and the adoption of a new agreement has been delayed for several months due to continued negotiations.

(CONTINUED ON PAGE 2)

jm
FINANCIAL STATEMENT: The former agreement allowed for maximum costs increases of up to 5.5%. The proposed agreement assumes that the cost of law enforcement services will increase by a maximum of 5.5% (contract costs plus retirement costs) in each of the five fiscal years. Sufficient funds must be appropriated in each two-year budget to cover contract law enforcement services. The total cost of this contract is estimated to be \$11,654,613 in FY 2012-2013.

CITY ATTORNEY REVIEW: N/A Completed

RECOMMENDATION: A motion to approve the agreement with the County of San Diego and the San Diego County Sheriff for general and specialized law enforcement and traffic services, and authorizing the Mayor to execute the agreement.

ATTACHMENTS: (Listed Below)

Five-Year Agreement with San Diego County Sheriff's Department for Law Enforcement Services (including Attachment B).

The proposed agreement continues the current level of staffing and services, and offers cities the flexibility of changing positions during the term of the agreement, as a city's need dictates. The proposed contract is for five years. Beginning in year three, individual cities will no longer share overhead costs of the positions and instead will have more ability to control their costs when making staffing adjustments.

The major issue addressed during negotiations was the implementation of new operational cost caps. For the first year of the agreement (this current fiscal year), the cost has already been established. In year two, operational cost increases will be capped at 2.75%, 3.0% for contract years three and four, and 3.25% for contract year five.

Retirement costs are new exempt from the cap. It is estimated that on average the retirement cost increases will result in a 2.5% increase to the overall contract each year. Retirement costs consist of the San Diego County Employee Retirement System contribution approved by the Board of Supervisors, the Fiscal Year 2011/12 Employee Pension Offset paid by the County, Pension Obligation Bond Payments and Other Post-Employment Benefits.

There will be no retirement enhancements that will affect the contract cities. If the County enhances retirement benefits, the contract cities will not have to pay costs directly associated with that enhancement. If the County increases the Employee Pension Offset amount above the Fiscal Year 2011/12 amount, the contract cities will not have to pay the additional retirement costs associated with the increase.

Conversely, if the County reduces the Employee Pension Offset amount but instead gives wage increases to offset the impact to the employee, only the net wage increase (if any) will be subject to the cap. Net wage increase is the amount that the wage increase exceeds the reduction of the pension offset. For example, if the County gives a 2% raise and the employees agree to a 2% reduction in the Employee Pension Offset, the full 2% wage increase is exempt from the cap.

Lastly, the contract cities and the County agreed that the increase to costs for the current fiscal year would not begin until October 2012, the time in which the negotiations subcommittee and the County arrived at a tentative agreement on the substantive issues in the agreement. In addition, the proposed agreement includes various administrative changes and minor, non-substantive, language changes to make the agreement consistent with current practice.

**AGREEMENT BETWEEN
THE CITY OF SANTEE,
THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF**

**FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT
AND TRAFFIC SERVICES**

This Agreement is between the City of Santee, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350 and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, COUNTY through SHERIFF currently provides general and specialized law enforcement and traffic services to CITY pursuant to a contract dated December 4, 2007; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of general and specialized law enforcement and traffic services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY;

WHEREAS, the Board of Supervisors on January 29, 2013 authorized the Clerk of the Board to accept and execute this Agreement for General and Specialized Law and Traffic Enforcement Services; and

WHEREAS, the City Council for the City of Santee on January 23, 2013 authorized the Mayor to accept and execute this Agreement for General and Specialized Law and Traffic Enforcement Services; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide a level of general and specialized law enforcement and traffic services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the requirements of California Government Code §§51300-51308, 51350 and 54980, *et seq.* This Agreement supersedes and replaces the December 4, 2007 contract between COUNTY and CITY for the period of July 1, 2007 through June 30, 2012, including all supplements, insofar as that contract relates to provision of general and specialized law enforcement and traffic services to CITY.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide general and specialized law enforcement and traffic services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau, which will be responsible for performance of COUNTY’s obligations under this Agreement. General and specialized law enforcement and traffic services will be staffed as described in Section IV, Standards of Service. These services shall be provided from SHERIFF’s existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Law Enforcement Services

COUNTY through SHERIFF will provide general and specialized law enforcement and traffic services (“Law Enforcement Services”) to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California

Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all to the extent necessary and appropriate to meet the Standards of Service described in Section IV. Staffing for Law Enforcement Services shall be as provided in Section IV D of this Agreement.

C. Ancillary Services

Services of the SHERIFF's units related to the following services will be provided to CITY as an integral part of the law enforcement services described above and are included in the cost of such services: crime prevention, juvenile intervention, financial crimes, homicide, domestic violence, communication, information technology support, and clerical support. SHERIFF will consult with CITY when new programs are proposed that would increase costs to CITY, and implement them only after discussion with CITY.

D. Regional Services

The following regional services are provided to CITY as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Weapons & Tactics (SWAT); Aerial Support to Regional Enforcement Agencies (ASTREA); Bomb/Arson; Search and Rescue; Fire/Rescue helicopter; Crime Lab; and Property and Evidence.

E. Search and Rescue Responsibility

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY's public safety services. In many instances, rescues

will be conducted in a joint operation involving both the SHERIFF and the CITY's emergency response personnel.

F. Reserve Program

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

G. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY.

Additional Services not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third party promotions as well as auditing of red light camera programs.

2. Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the SHERIFF's Station Commander or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

3. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the

estimated costs of the services. Unless CITY disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V B 2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4. **Identification**

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services that might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

H. **Emergencies**

1. **General**

Notwithstanding any other provision of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. **Temporary Duties**

SHERIFF's personnel assigned to perform services for CITY under this contract ("SHERIFF's contract city personnel") may be required to perform temporary duty outside the scope of this Agreement. For the purpose of this Agreement, "temporary duty" shall include, but not be limited to,

assignments necessitated by a public safety emergency or other exigent circumstances such as might be required under “mutual aid” agreements.

3. Redeployment of Staff

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF’s contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager for the CITY and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical. In the event of a major disaster for which the SHERIFF is reimbursed by FEMA for salary and benefit costs, the SHERIFF shall reimburse CITY (less administrative fee) from which the staff was redeployed.

III. TERM OF AGREEMENT

A. Term

The term of this Agreement shall commence at midnight July 1, 2012, and shall continue in effect through and terminate at midnight on June 30, 2017, subject to the termination provisions in Section III. B. below.

B. Termination

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

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

B. Performance Standards

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide general and specialized law enforcement and patrol services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

2. Patrol Services

COUNTY through SHERIFF shall provide general law enforcement services via the various options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.

3. Traffic Services

COUNTY through SHERIFF shall provide traffic services via the various options listed in Attachment A. To the extent that such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

4. Special Purpose Officers

COUNTY through SHERIFF shall provide problem solving services via the various Special Purpose Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

5. School Resource Officers

COUNTY through SHERIFF shall provide school resource services via the various Special Purpose Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle

Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district.

6. **Community Service Officers**

COUNTY through SHERIFF shall provide community services via the Community Service Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide response/information to citizen inquiries, completion of minor reports, fingerprinting, traffic direction, parking enforcement, vehicle abatement, crime prevention education and enforcement of pertinent regulatory ordinances as adopted by the City Council of CITY.

C. **Assignment of Personnel**

1. **Sheriff's Responsibility**

The management, direction, supervision and discipline of SHERIFF personnel, the standards of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. **Transfers and Selection of Station Commanders**

SHERIFF will consult with CITY prior to reassignment of the station commander serving CITY and CITY will be afforded the opportunity to

interview potential candidates prior to one being selected as the Station Commander of the station serving CITY. SHERIFF will solicit input from CITY when completing Station Commander's performance review.

3. Other Staff Assignments

If CITY has specific concerns regarding the actions of any officer, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Station Commander serving CITY.

4. Liability for Payment of Wages

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

D. Staffing for Basic Services

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

E. Changes in Staffing

CITY shall provide COUNTY through SHERIFF thirty days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of

Law Enforcement Services in the succeeding contract year, CITY and COUNTY through SHERIFF shall execute and sign an amendment to Attachment B. COUNTY shall delegate the authority to SHERIFF to sign amendments to Attachment B consistent with the intent of this provision after review and approval by County Counsel. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

F. Vehicles, Equipment and Supplies

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY.

COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black & white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or his designee, the CITY may purchase equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing the equipment from the CITY, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost

for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

G. Asset Ownership

1. Vehicles

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

2. Office Equipment

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

3. Safety Equipment

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

4. Facilities

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF's payment to CITY is a lease payment only.

H. ARJIS Membership

For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).

I. Contract Administration

1. County Representative

COUNTY designates SHERIFF or his designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

2. City Representative

CITY designates its City Manager or designee to represent CITY in all matters pertaining to the administration of the Agreement.

3. Meetings between City and Sheriff

SHERIFF or his designee shall be available to confer with the City Manager or designee whenever feasible, practical and not in conflict with mandated duties and responsibilities. SHERIFF and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

4. Implementation of New Programs

The COUNTY will discuss the implementation of any new programs with the CITIES. The County will provide the justification and value to CITY for the program and estimates of the cost impact. Such programs, if resulting in additional costs to CITY will only be implemented after discussion with the CITY.

5. Labor Negotiations

The CITY will be requested to provide the SHERIFF with comments and recommendations during labor negotiations. The SHERIFF will review and pass on the CITY's comments to the COUNTY's labor negotiators.

6. **CLETAC**

CITY, along with other cities within San Diego County entering into contracts for law enforcement services similar to this Agreement (“CITIES”) shall maintain a Contract Law Enforcement Technical Advisory Committee (CLETAC). The Law Enforcement Services Bureau Assistant Sheriff, Law Enforcement Commanders and Sheriff's Contracts Manager shall meet with the committee on at least a quarterly basis to review contract administration including contract interpretation, costs, and liability. Additional meetings can be scheduled at the request of either party

J. Audit and Inspection of Records

COUNTY agrees that records generated under this contract shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting COUNTY Board of Supervisors or designated representative in writing at least ten working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this Agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

K. Reporting Requirements

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, programs, patrol activities and Information Led Policing strategies.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement,

CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

B. Personnel Costs

1. Law Enforcement Services

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to compensatory time off, bereavement, family, injury, military, and sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law Enforcement Services during such absences. If, however, there is an individual absence of more than 30 calendar days, CITY is not required to compensate the COUNTY from the 31st day until the position is staffed. In the event of a vacancy, CITY is not required to compensate the COUNTY from the 1st day of a vacancy until the position is filled.

2. Additional Services

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II G, based upon the actual costs incurred by SHERIFF to provide those services.

C. Modified Cost Center for Contract Years One and Two

1. Cost Center Development

A Cost Center model including each station showing the direct and overhead costs for both the CITY and COUNTY shall be developed.

2. Direct Costs

CITY shall pay for direct staff and equipment, which includes:

- a) Deputies

- b) Detectives
- c) Sergeants
- d) Community Service Officers
- e) Vehicles
- f) Handheld Radios

3. Overhead and Station Support Costs

Overhead and Station Support costs shall consist of:

- a) Lieutenants
- b) Captains
- c) Administrative Secretary I & II
- d) Office Assistants
- e) Property & Evidence Specialists
- f) Sr. Office Assistants
- g) Departmental Aid
- h) Crime Analyst
- i) Communications Center
- j) Reserves
- k) Crime Prevention
- l) Traffic Coordinator
- m) Juvenile Intervention
- n) Family Protection
- o) Financial Crimes
- p) Domestic Violence
- q) Homicide
- r) Supplies

- s) Space
- t) Administrative Support
- u) Financial Services
- v) Personnel
- w) Data Services
- x) County Counsel
- y) County Support Costs
- z) Liability

All CITY overhead and Station Support costs shall be pooled and allocated to all the CITIES based on their number of deputies, detectives, sergeants and community services officers. All deputy, detective and sergeant positions will be allocated the same overhead amount and community service officers will be allocated one half the amount of overhead allocated to a deputy, detective or sergeant. CITY costs will be listed in Attachment C.

4. Allocation Date

The staffing for CITY on May 1st and any requested adjustments shall be used to allocate overhead for the contract year starting the following July 1st.

5. Staff Added After May 1st

For staff added after May 1st, the CITY will only pay the direct cost (Salary, benefits, retirement, vehicle costs, radio and the one time equipment charge) until July 1st of the following year (e.g. 14 months) when they will be included in the new overhead calculation.

6. **Deleted Positions**

If a CITY deletes a position after May 1st they will not have to pay the direct cost but that position will still be included in the overhead calculation until the following July 1st.

D. **Full Cost Center with Direct Space-Contract Years Three, Four & Five**

1. **Cost Center Development**

A Cost Center model including each station showing the direct, station support, space and overhead costs for both the CITY and COUNTY shall be developed.

2. **Direct Costs**

CITY shall pay for direct staff and equipment, which includes:

- a) Deputies
- b) Detectives
- c) Sergeants
- d) Community Service Officers
- e) Vehicles
- f) Handheld Radios

3. **Station Support Costs & Space**

Station Support costs shall include:

- a) Lieutenants
- b) Captains
- c) Administrative Secretary I & II
- d) Office Assistants
- e) Property & Evidence Specialists
- f) Sr. Office Assistants

- g) Departmental Aid
- h) Crime Prevention
- i) Crime Analyst
- j) Supplies
- k) Space

All Station Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants and community services officers in that station. All deputy, detective and sergeant positions shall be allocated the same amount of Station Support Costs and community service officers will be allocated one half the amount of Station Support Costs allocated to a deputy, detective or sergeant.

4. Overhead Costs

Overhead costs shall consist of:

- a) Communications Center
- b) Reserves
- c) Traffic Coordinator
- d) Juvenile Intervention
- e) Family Protection
- f) Financial Crimes
- g) Domestic Violence Unit
- h) Homicide
- i) Crime Analysis Administration
- j) Supplies
- k) Administrative Support

- l) Financial Services
- m) Personnel
- n) Data Services
- o) County Counsel
- p) County Support Costs
- q) Liability

All CITY overhead costs shall be allocated to all the CITIES based on their number of deputies, detectives, sergeants and community services officers. All deputy, detective and sergeant positions will be allocated the same overhead amount and community service officers will be allocated one half the amount of overhead allocated to a deputy, detective or sergeant. CITY costs shall be listed in Attachment C.

5. Allocation Date

The staffing of each city on May 1st and any requested adjustments shall be used to allocate Station Support Costs, Space and overhead for the contract year starting the following July 1st.

6. Staff Added After May 1st

For staff added after May 1st, the CITY will only pay the direct cost (Salary, benefits, retirement, vehicle costs and the one time equipment charge) until July 1st of the following year (e.g. 14 months) when they will be included in the new overhead and Station Support Costs and Space calculation.

7. Deleted Positions After May 1st

If a CITY deletes a position after May 1st they will not have to pay the direct cost but that position will still be included in the Station Support

Costs, Space and overhead calculation until the following July 1st

E. Caps

1. Cap for Cost Increase

Cost increases for each city will be capped at 2.75% for contract year two and 3.0% for contract years three and four and 3.25% for contract year five. In any year where the actual cost increase is less than the cap, only the actual costs increases will be charged.

2. Application of Cap

Only staff included in the previous year's overhead calculation and staff added mid-year (prior to May 1st) will be used to determine the cost increase for cap purposes. Any staff being added in the future contract year will not be counted when determining the cost increase for cap purposes for the current year.

3. Exceptions to the Cap

Notwithstanding any other provision of this Agreement, the CITY's cost may increase above the cap if any of the following situations occur:

a) If any city elects to discontinue its participation in the Contract Law Enforcement Program, all overhead shall be re-spread among the remaining CITIES at the beginning of the next contract year as provided for in the compensation plan Section V above.

b) If the SHERIFF opens another facility and moves deputies, supervisors or support staff from the station supporting a city, the station overhead will be re-spread among the CITIES at the beginning of the next contract year as provided for in the compensation plan.

c) Facilities occupied only by unincorporated staff will have no cost impact on the CITIES.

d) If a city builds a new station that increases the pooled facility costs, the entire amount of the increase in the CITIES' pool will be responsibility of the city building the facility. This provision only applies to Contract Years One and Two.

F. Retirement Costs

1. Retirement costs are exempt from the cap. Retirement costs will consist of the San Diego County Employee Retirement System contribution approved by the Board of Supervisors, The Fiscal Year 2011-12 Employee Pension Offset paid by the County, Pension Obligation Bond Payments and Other Post-Employment Benefits.
2. If the COUNTY reduces the employees' Pension offset amount but gives wage increases to offset the impact to the employee, only the net wage increase (if any) will be subject to the cap. Net wage increase is the amount that the wage increase exceeds the reduction of the pension offset.

G. Retirement Enhancement

If the COUNTY enhances the retirement benefits to the employees the CITY will not have to pay costs directly associated with that enhancement. Enhancements mandated by state or federal law are exempt from this provision.

H. Pension Offset Enhancement

If the COUNTY increases the Employee Pension Offset amount above the Fiscal Year 2011-12 amount the CITY will not have to pay the additional retirement costs associated with the increase.

I. Rate of Compensation

1. First Year

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective 07/01/12. Included in this amount will be a liability cost agreed to by COUNTY and CITY. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V B 2, above. This amount shall be subject to the provisions of section V D, above.

2. Subsequent Years

a. Cost Detail

By April 1st of each year, SHERIFF shall provide CITY with service costs as defined in Attachment A. The cost for services provided by SHERIFF shall be based upon the actual cost of such services as identified in Attachment A. The salaries and benefits shall be based upon the most current payroll and adjusted for any known increases approved by the COUNTY's Board of Supervisors. Included in this amount will be an annual liability cost agreed to by COUNTY and CITY. All other costs will be based on actual costs per the COUNTY auditor's previous fiscal year accounting records.

b. Level of Service

By May 1st of each year, CITY shall determine the level of Law Enforcement Services as defined in Section IV B required within CITY for the upcoming fiscal year (July 1 through June 30). At a minimum, such service shall include the availability of one

continuous twenty-four hour per day patrol unit and one continuously available eight and one-half hour, seven day a week, day traffic unit.

c. Joint Operating and Financial Plan

By July 1st of each year, COUNTY and CITY shall prepare a written Joint Operating and Financial Plan specifying the level of service for the upcoming fiscal year and the total cost for such services as determined in accordance with Section V C and V D, above. This plan, when approved by CITY and the COUNTY through the SHERIFF shall be effective July 1st and shall be made a part of this Agreement as Attachment B.

d. Mandated Costs

CITY shall pay all costs which are mandatory as of the effective date of this contract for any city police force to pay pursuant to state or federal statute or case law, if such costs are not included in the agreed-to costs enumerated in the Joint Operating and Financial Plan. Further, CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

J. Mid-Year Adjustments to Basic Services

With thirty days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in written amendments to this Agreement and approved by both the COUNTY through the SHERIFF and CITY. If CITY and COUNTY through SHERIFF agree to a change in the level of Law Enforcement Services which requires a revision to Attachment B, CITY and

COUNTY through SHERIFF shall execute and sign an amendment to Attachment B. COUNTY shall delegate the authority to SHERIFF to sign amendments to Attachment B consistent with the intent of this provision after review and approval by County Counsel. When CITY opts to increase or reduce service levels thus impacting the base staff count, SHERIFF will reallocate costs in accordance to Section V C and V D, above.

K. Method of Payment, Proportional Payment, Credits

1. Monthly Invoices

COUNTY shall invoice CITY monthly for services received (1/12 of annual costs). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for costs of the services agreed upon as reflected in the Joint Operating and Financial Plan (Attachment B).

2. Billing for Additional Services

In the event that Additional Services have been agreed to by the parties and provided by SHERIFF to CITY, such services shall be billed in addition to those listed above. CITY agrees to pay the allowable cost of such services so requested. CITY shall not be obligated to pay for any regional services listed in Section II D above. However, in the event that all non-contract cities are charged by COUNTY for any regional service, the COUNTY may reopen negotiations with CITY and, upon agreement of the parties, a charge for such regional service may take effect at any time during the term of this Agreement.

3. Credits

a. Vacancies and Absences

In the event that a credit is due CITY for vacancies or for absences extending beyond 30 calendar days, SHERIFF will deduct the amount of the credit from the total amount billed. This credit will not be “pooled” among all of the CITIES but will be credited to CITY only, for not having received the contractual service.

b. Towing Fees

CITY shall be given credit for towing fees collected under California Vehicle Code section 22850.5.

L. Booking Fees/Jail Access Fee

Effective 7/1/07, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the state. COUNTY may charge a “jail access fee” for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY’s three year average of such bookings (recalculated annually). In the event that the state reduces its annual appropriation, COUNTY may reinstate booking fee in accordance with Government Code 29550-29552.

M. Distribution of Fines and Forfeitures

All personnel provided by SHERIFF in the performance of the services of this contract for CITY shall be COUNTY officers and employees, but shall be deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code Section 1463.

N. Forfeited Property and Assets

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF's personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure guidelines.

O. Grant Availability

SHERIFF will advise CITY of availability of grant funding to maximize efforts to obtain funds for such things as anti-terrorism activities, programs and training.

P. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

VI. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers Compensation and Employment Issues

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion,

discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY. CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense And Indemnity; Acts And Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. **Claims, Actions or Proceedings Arising From Acts or Omissions of CITY**

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. **Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions**

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below (referring to joint defense agreements and reimbursement and/or reallocation).

4. **Limited COUNTY Defense And Indemnification Of CITY; Claims Investigation**

a. **Limited COUNTY Defense And Indemnification Of City**

The COUNTY shall indemnify, defend and hold the CITY harmless where asserted CITY liability is based solely on one or more of the following three circumstances:

- (1) The CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no "dangerous condition" allegation against the CITY;
- (3) The conduct alleged to be that of the CITY is, in fact, COUNTY conduct.

b. **Procedure For Determination Of Duty To Defend And Indemnify**

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in

paragraph 4.a above. However, if as a result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate CITY representative to discuss COUNTY's findings. If, after the discussion with CITY representative, the COUNTY is convinced that CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph A, above. However, if there continues to appear to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify the CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under paragraph 4 (a), above. When the COUNTY defends a claim or suit pursuant to paragraph 4(a), above, the CITY shall cooperate with COUNTY in the defense of the action or claim.

5. Joint Defense

Notwithstanding paragraph 4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed

settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY's officers, agents or employees who perform Law Enforcement Services, and that CITY does not have the right or authority to hire, discipline or terminate such officers, agents or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act, or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act, or represent itself directly or by implication as an agent of COUNTY, or in

any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

County of San Diego
Chairperson
San Diego County
Board of Supervisors
1600 Pacific Highway
San Diego, CA 92101

AND

Sheriff
Contracts Manager
PO Box 439062
9621 Ridgehaven Ct
San Diego, CA 92123

To: CITY

City Manager
City of Santee
10601 Magnolia Ave
Santee, CA 92071

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY holidays.

D. Amendments

With the exception of the modification or amendment of Exhibits as noted in Sections IV E , V C and V D, above, this Agreement may be modified or amended only by a written document signed by all parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Exhibits hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

F. Construction

Each party has had the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

G. No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the COUNTY and the CITY. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

H. Waiver

A waiver by COUNTY of a breach of any of the covenants to be performed by CITY, or a waiver by CITY of a breach of any of the covenants to be performed by COUNTY, shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or CITY of either performance or payment shall not be considered a waiver of the other party's preceding breach of this Agreement.

I. Authority to Enter Agreement

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

J. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

L. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

M. Representation

CITY's City Manager, or his or her designee, shall represent CITY in all discussions pertaining to this Agreement. With the exception of the procedures set forth in sections II E, IV E, and V D, concerning services and payment, the SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement

Services to CITY under those circumstances.

O. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau, or his or her designee, and CITY's City Manager, or his or her designee, will meet and confer within 10 (ten) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, SHERIFF, or his or her designee, and CITY's City Manager, or his or her designee, shall meet to discuss resolution of said dispute.

P. Obligation

This AGREEMENT shall be binding upon the successors of the members of the City Council, the Mayor and City Manager of CITY, and the members of the COUNTY Board of Supervisors and the SHERIFF.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council on January 23, 2013 (), has approved the execution of this contract by its Mayor, and the COUNTY, by order of its Board of Supervisors on January 29, 2013 () has approved the execution of this contract on the 29th Day of January, 2013.

CITY

COUNTY OF SAN DIEGO

City Manager

Clerk of the Board of Supervisors

Approved by City Council

Approved by Board of Supervisors

Action _____

Action _____

Date _____

Date _____

By: _____

By: _____

Approved as to form and legality

Approved as to form and legality

By _____
City Attorney

By _____
County Counsel

Date _____

Date _____

EXHIBITS TO THIS AGREEMENT:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

ATTACHMENT A

CONTRACT LAW ENFORCEMENT PROGRAM

**SERVICE COSTS
FY 2012/2013**

SERVICE CATEGORY	SALARY & BENEFITS (Prorate if partial year)	START UP COSTS (Full)	RADIO REPLACEMENT (Prorate if partial year)
STAFF:			
Deputy Patrol	\$142,213.73	\$6,940.00	\$499.00
Deputy Traffic	\$142,213.73	\$13,860.00	\$499.00
Deputy Motor	\$152,085.03	\$13,860.00	\$499.00
Deputy SPO	\$142,213.73	\$6,940.00	\$499.00
Detective	\$148,794.60	\$6,940.00	\$499.00
CSO	\$65,013.11	\$2,090.00	\$499.00
Sergeant	\$181,574.53	\$6,940.00	\$499.00
Lieutenants	\$194,153.65	\$6,940.00	\$499.00
Captains	\$226,069.30	\$6,940.00	\$499.00
Admin Sec II	\$70,156.10	\$0.00	\$0.00
Admin Sec I	\$61,170.14	\$0.00	\$0.00
Office Assistant	\$57,474.66	\$0.00	\$0.00
Office Support Specialist	\$58,708.87	\$0.00	\$0.00
Property & Evidence Specialist I	\$59,245.21	\$0.00	\$0.00
Sr. Office Assistant	\$65,058.68	\$0.00	\$0.00
Dept. Aide	\$41,134.69	\$0.00	\$0.00
Crime Analysis	\$113,514.41	\$0.00	\$0.00
AUTO:	Cost per auto (Prorate if partial year)		
Patrol Sedan B/W	\$21,421.73		
Patrol 4x4 B/W	\$24,267.16		
Traffic Sedan B/W	\$21,421.73		
Motorcycle	\$11,374.81		
Management Sedan	\$10,176.90		
Detective Sedan & Det. Supervisor	\$10,176.90		
SPO - Sedan 4 Dr	\$7,292.69		
SPO - Van	\$9,829.30		
SPO - B&W	\$21,421.73		
CSO - Sedan 4 Dr	\$7,292.69		
CSO - Van	\$8,025.51		

ATTACHMENT B

City of Santee

Effective 7/1/12 through 6/30/13

Final

SERVICE CATEGORY	Staff Cost	# of Staff	Unit Factor	Total Net Cost	Notes
Deputy Patrol	\$142,213.73	28,000		3,981,984.34	
Deputy Traffic	\$142,213.73	6,000		853,282.36	
Deputy Motor	\$152,085.03	1,000		152,085.03	
Deputy SPO	\$142,213.73	5,000		711,068.63	
Detective	\$148,794.60	7,000		1,041,562.18	
CSO	\$65,013.11	5,000		325,065.55	
Sergeant Patrol	\$181,574.53	2,293		416,392.72	
Sergeant Traffic	\$181,574.53	1,000		181,574.53	
Sergeant Relief	\$181,574.53	0.518		94,114.55	
Sergeant Dedicated	\$181,574.53	1,000		181,574.53	
Detective Sgt	\$181,574.53	0.538		97,770.90	
Station Staff				708,984.53	
Subtotal				<u>8,745,459.85</u>	
Ancillary Support				1,474,189.27	
Supply				206,917.32	
Vehicles				718,356.45	
Space				246,492.60	
Management Support				433,645.31	
Liability				95,496.04	
Less: Beat Factor				-	
				<u>3,175,096.99</u>	
Adjustments:				(216,256.84)	
Adjustments:				(49,686.27)	
				<u>\$ 11,654,613.73</u>	
				TOTAL AMOUNT	

ATTACHMENT C

OVERHEAD COST DETAIL SHEET

	DEPUTY SHERIFF & SERGEANT	COMMUNITY SERVICE OFFICER
Station Support Staff		
Lieutenants	\$ 4,308.03	\$ 2,154.02
Captains	\$ 2,044.23	\$ 1,022.12
Admin Sec II	\$ 634.38	\$ 317.19
Admin Sec I	\$ 1,122.54	\$ 561.27
Office Assistant	\$ 2,236.58	\$ 1,118.29
Office Support Specialist	\$ 116.25	\$ 58.13
Evidence Clerk	\$ 670.30	\$ 335.15
Sr. Office Assistant	\$ 427.00	\$ 213.50
Dept. Aide	\$ 150.25	\$ 75.13
Total	\$ 11,709.56	\$ 5,854.78
Ancillary Support		
Communications Ctr	\$ 13,197.47	\$ 6,598.74
Volunteer Services	\$ -	\$ -
Reserves	\$ -	\$ -
Crime Prevention	\$ 1,520.76	\$ 760.38
Crime Analysis	\$ 1,681.52	\$ 840.76
Traffic Coordinator	\$ 361.07	\$ 180.54
Juvenile Intervention	\$ 2,153.27	\$ 1,076.64
Family Protection	\$ 3,161.46	\$ 1,580.73
Financial Crimes	\$ 2,182.94	\$ 1,091.47
Domestic Violence	\$ 1,017.65	\$ 508.83
Homicide	\$ 2,816.90	\$ 1,408.45
Total	\$ 28,093.04	\$ 14,046.52
Supplies		
Station	\$ 2,433.20	\$ 1,216.60
Support Other	\$ 824.50	\$ 412.25
Total	\$ 3,257.70	\$ 1,628.85
Space Cost		
Space	\$ 4,493.94	\$ 2,246.97
Total	\$ 4,493.94	\$ 2,246.97
Management Support		
Admin	\$ 1,375.39	\$ 687.70
Fiscal	\$ 1,484.12	\$ 742.06
Personnel	\$ 2,365.35	\$ 1,182.68
Data Services	\$ 1,661.87	\$ 830.94
Other	\$ 1,019.29	\$ 509.65
Total	\$ 7,906.02	\$ 3,953.01
Grand Total	\$ 55,460.26	\$ 27,730.13

Note:

Deputy, Detective, CSO, Sergeant, Vehicles, & Beat Factor are calculated directly per station.

ATTACHMENT D

SCHEDULE OF 5-YEAR LIABILITY COST

	AMOUNT
Beginning Balance	1,475,231.89
FY 2007/2008	(77,431.21)
FY 2008/2009	246,146.83
FY 2009/2010	307,764.05
FY 2010/2011	(1,298,299.47)
FY 2011/2012	209,033.65
Total	<u>862,445.74</u>

ATTACHMENT E

STANDARDIZED EQUIPMENT LIST

PATROL STATIONS

VHF Mobile radio

Vehicle Type	Mobile Radio	Handtalk Radio	VHF Radio	Mobile Radio	MCT's (1)	VRM Modems	AVL (2)	Light Siren	Plastic Rear Seat	Radar	Push:Bar	Gunlock	Winch	Screen
Patrol Sedan	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Patrol 4X4 (Expedition)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Patrol 4X4 (Pick Up)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Traffic Sedan	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Traffic Motorcycle	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Detective (4-Door)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Detective (2-Door)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Detective (Black & white)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Detective (Van)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CSO (Van)	x	x	x	x	x	x	x	x (3)	x	x	x	x	x	x
Supervisory Sedan	x	x	x	x	No*	x	x	x	x	x	x	x	x	x

(1) Mobile Computer Terminals - purchased by Communication Center.
 (2) Auto Vehicle Locator
 (3) Amber warning light in rear deck.

Staff Equivalent for Coverage and Relief

Work seven days a week with relief for weekends and time off

	Hours per day Coverage	Hours per shift	days per week	Staff required
7 day with Relief (old unit)	8.5	8.5	7.0	1.78
New Unit	10.5	10.5	7.0	2.19
New Unit	12.5	12.5	7.0	2.61
New Unit	25.0	12.5	7.0	5.22
New Unit	25.5	8.5	7.0	5.33

Work full shifts a week with relief for time off

	Hours per day Coverage	Hours per shift	days per week	Staff required
5 day with Relief (Old Unit)	8.5	8.5	5.0	1.27
New Unit	10.5	10.5	4.0	1.27
New Unit	12.5	12.5	3.4	1.27

Work full shifts a week with no relief for time off

	Hours per day Coverage	Hours per shift	days per week	Staff required
5 day without Relief (Old Unit)	8.5	8.5	5.0	1.00
New Unit	10.5	10.5	4.0	1.00
New Unit	12.5	12.5	3.4	1.00

Note: add partial totals and round totals up. For example, if you need coverage for 2 positions 5 days a week with relief you would need 1.27 staff x 2 or 2.54 and would need 3 staff.

Assumptions

	Hours per year	Hours per week
Work	1,743	33.52
Off	467	8.98
Total	<u>2,210</u>	<u>42.50</u>

City of Santee
COUNCIL AGENDA STATEMENT

6D

MEETING DATE

January 23, 2013

AGENDA ITEM NO.

ITEM TITLE

RESOLUTION APPROVING A FIVE-YEAR AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR ANIMAL CONTROL SERVICES FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2018 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

DIRECTOR/DEPARTMENT

Kathy Valverde, Assistant to the City Manager *KV*

SUMMARY

The County of San Diego has provided animal control services to the City of Santee since incorporation. The first formal contract was executed in Fiscal Year 1987-88. Since then, contracts have typically been in five-year increments. The five-year contract serves as an umbrella agreement for services while the Joint Operating and Financial plan, also known as Attachment B, is amended and submitted each year to City Council to establish payment obligations for the next fiscal year.

The County provides two fundamental services for the City: 1) Shelter and care of animals; and 2) Enforcement of animal laws and public protection. All terms and conditions contained in the five-year Agreement remain substantially unchanged from previous years.

City staff is actively discussing the possibility of contracting with the City of El Cajon for animal control services. If feasible, this change would still be a couple years out, as El Cajon is only just now preparing for construction on their new animal shelter. The contract with the County can be terminated at any time with one-year advanced written notice.

FINANCIAL STATEMENT *m*

The gross cost of providing animal control services is offset each year by revenue collected within the City of Santee for dog licenses and other fees. The net cost for animal control services is currently \$302,518, as previously approved by Council. Costs for animal control services for the upcoming fiscal year will be brought to Council for approval as part of the Fiscal Year 2013-14 budget process.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION *KV*

Adopt the attached Resolution approving a Five-Year Agreement with the County of San Diego for animal control services for the period July 1, 2013 through June 30, 2018 and authorizing the City Manager to execute the Agreement.

ATTACHMENTS

Resolution
Five-Year Agreement with County of San Diego for Animal Control Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING A FIVE-YEAR AGREEMENT WITH THE COUNTY
OF SAN DIEGO FOR ANIMAL CONTROL SERVICES FOR THE PERIOD
JULY 1, 2013 THROUGH JUNE 30, 2018 AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the County of San Diego has provided animal control services to the City of Santee since incorporation; and

WHEREAS, the first formal contract was executed in Fiscal Year 1987-88 when the County began charging for these services in accordance with contracts that have typically been in five-year increments; and

WHEREAS, the five-year contract serves as an umbrella agreement for services while the Joint Operating and Financial plan, also known as Attachment B, is amended and submitted each year to City Council to establish payment obligations for the next fiscal year; and

WHEREAS, the County provides two fundamental services for the City -- shelter and care of animals, and enforcement of animal laws and public protection; and

WHEREAS, the contract with the County of San Diego can be terminated at any time with one-year advanced written notice.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the Agreement between the City of Santee and the County of San Diego for Animal Control Services for the period July 1, 2013 through June 30, 2018 is approved.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 23rd day of January, 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

AGREEMENT BETWEEN CITY OF SANTEE
AND COUNTY OF SAN DIEGO
FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 2013, between the County of San Diego, a political subdivision of the State of California (“COUNTY”) and the City of Santee, a charter city organized and operating under the laws of the State of California (“CITY”).

WITNESSETH

WHEREAS, CITY is a chartered municipal organization of the State of California within the County of San Diego and desires to obtain animal control services from COUNTY; AND

WHEREAS, COUNTY is a political subdivision of the State of California and through its Department of Animal Services (“ANIMAL SERVICES”), desires to provide animal control services to CITY; and

WHEREAS, Section 500.4 of the Charter of the County of San Diego and sections 51300 et seq. of the Government Code authorize COUNTY and CITY to contract for the performance of animal control services within CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency are hereby acknowledged, CITY AND COUNTY agree as follows:

SECTION 1
TERM OF AGREEMENT

1. This Agreement shall take effect July 1, 2013 and shall terminate on June 30, 2018 unless terminated sooner as provided for herein. The agreement may be extended beyond June 30, 2018 for additional five-year terms with written consent of the parties.

SECTION 2
DEFINITIONS

For purposes of this Agreement, the words listed below shall have the definitions as indicated.

1. The term “CITY” means the City of Santee.
2. The term “Director” means the Director of the County Department of Animal Services.

3. The term “Fiscal Year” means the 12-month period beginning on July 1 and ending the following year on June 30.

4. The term “Population” means the State Department of Finance’s estimate of each jurisdiction’s most recent January population.

5. The term “Requests for Service” means specific requests from CITY representatives or individual residents of the CITY for action or response by an Animal Control Field Officer, as well as actions by Animal Control Officers to enforce animal related laws based on the observations of Animal Control Officers.

6. The term “on-site veterinarian services” means emergency triage care; the diagnosis and treatment of acute injuries and illnesses; the treatment of chronic illnesses and injuries to the extent that the animals are kept comfortable; the prescribing of analgesics to alleviate pain; and the spaying and neutering of adoption animals.

7. The term “dangerous dog” has the same meaning as the term is defined under section 62.601 of the San Diego County Code of Regulatory Ordinances.

SECTION 3 SCOPE OF SERVICE

1. COUNTY, through ANIMAL SERVICES, shall provide general animal control services within the corporate limits of CITY to the extent and in the manner hereinafter set forth.

2. Such services shall be defined as those duties and functions of the type coming within the jurisdiction of and customarily rendered by ANIMAL SERVICES under the County of San Diego Code of Regulatory Ordinances and the statutes of the State of California. In providing services to CITY, COUNTY shall make its best efforts to achieve service responses/service goals as defined in Section 5. The Director shall have discretion in determining how the level of service shall be achieved by COUNTY. CITY may provide input to the Director on the manner in which services are provided to CITY.

SECTION 4 LEVELS OF SERVICES

1. ANIMAL SERVICES shall provide the following animal control services, unless the parties to this Agreement agree in writing to any changes in the provision of such services:

A. Shelter Management Services:

(1) Operate, 24 hours per day, seven days per week, a holding shelter for the feeding and care of CITY’s lost, abandoned and impounded animals. COUNTY will

operate three holding shelters within the County of San Diego. One shelter will be located in the north San Diego County region and another shelter will be located in the south San Diego County region. COUNTY may, in its discretion, open additional holding shelters to meet future animal control shelter needs. At the Director's discretion, the shelter nearest to CITY shall provide for the feeding and care of CITY's lost abandoned and impounded animals. If extraordinary circumstances arise that require the placement of CITY animals in a shelter other than a shelter nearest to CITY, COUNTY shall notify CITY of this fact. The shelters shall maintain on-site veterinarian services.

(2) COUNTY shall maintain its shelters in a humane manner and shall keep its shelters in a sanitary condition at all times. All services furnished by the COUNTY's shelters shall be provided in accordance with applicable state and local laws. COUNTY shall use humane methods in the care and disposition of any animal coming under its jurisdiction.

(3) COUNTY shall provide public access to shelters a minimum of 5 days per week (40 hours per week), which shall include at least one weekend day, for adoption services, humane euthanasia of animals, public nuisance hearings, general impoundment and dangerous dog hearings. In establishing the days and times for public access to shelters, the public interest and customer service shall be a primary consideration.

B. Field Services:

COUNTY will provide the following Field Services for CITY:

- (1) rescue injured animals and reptiles in CITY;
- (2) pickup and impound stray animals and reptiles in CITY;
- (3) quarantine biter animals that are in CITY;
- (4) investigate reports of dangerous dogs in CITY;
- (5) respond to requests for service and, when required, issue citations for violations of local and state laws that occur within CITY'S jurisdiction;
- (6) investigate matters that occur within CITY's jurisdiction regarding cruelty or neglect to animals;
- (7) return lost dogs found in CITY to their owners in the field, if possible;
- (8) present cases involving violations of animal-related laws that occur in CITY to the District Attorney or City Attorney for prosecution; and
- (9) investigate and license kennels (as defined in San Diego Code of Regulatory Ordinances, section 62.601) located in CITY.

C. Licensing Services:

- (1) maintain files of dog licenses and dog licenses that have expired and the owners of these dogs who live in CITY's jurisdiction;
- (2) issue new and renewed licenses to dog license applicants within CITY's jurisdiction;

- (3) conduct follow-up enforcement of vaccinated but unlicensed dogs and unvaccinated and unlicensed dogs within CITY's jurisdiction. Such enforcement efforts shall include, but are not limited to, written correspondence and telephone communication with dog owners;
- (4) with CITY, jointly organize and fund rabies vaccination clinics for animal owners residing within CITY, which may be held at least annually within CITY or within close proximity of CITY. Joint funding by CITY and COUNTY may include provision of services or funds. Prior to commencement of rabies vaccination clinics, COUNTY and CITY shall agree as to the level of funding or scope of services each party shall contribute for the operation of the rabies vaccination clinics;
- (5) provide computer support for services provided to CITY under this Agreement; and
- (6) Provide dog owners with reasonable advance notice of the need for license renewals prior to expiration of existing license.

D. Veterinary Medical Services:

- (1) maintain on-site veterinarian services at shelters;
- (2) contract for 24-hour emergency medical treatment for injured animals;
- (3) inoculate animals in care of ANIMAL SERVICES;
- (4) develop rabies control resources information for CITY; and
- (5) monitor quarantined biter animals.

E. Dead animal pick-up services are specifically excluded from this Agreement.

F. COUNTY, with cooperation from CITY, shall develop and implement a marketing plan to encourage citizen participation in ANIMAL SERVICES' programs and services. Such marketing plan may include, but is not be limited to, encouraging responsible pet ownership including licensing and compliance with pet-related laws, adoption of shelter animals, rabies vaccination and spaying and neutering of animals. Such marketing plan may also include a public-private partnership with private entities to jointly market ANIMAL SERVICES' programs and services. Such marketing program shall include recommendations made by the Ad Hoc Committee described in Section 13.

G. Upon written request by CITY, COUNTY may provide additional services not included in Section 4, paragraph A through F or may increase the level of existing services specified in Section 4, paragraph A through F. The nature, scope and cost of such additional services and/or increased level of services shall be mutually defined and made a part of this Agreement under the Joint Operating and Financial Plan, as described in Section 6, upon approval of COUNTY and CITY.

H. COUNTY shall be excused from performance of its obligations under this Agreement to the extent that it is prevented from performing any services as a result of delays caused by an act of God, war, civil disturbance, court order, governmental action,

laws, orders, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of COUNTY or CITY, or other cause beyond its reasonable control that could not have been prevented by reasonable precautions, and, except as set forth herein, such nonperformance shall not be a default hereunder or a ground for termination. If COUNTY'S cost of providing services to CITY decreases as a result of the above, CITY may be entitled to a proportionate reduction in the cost of services for the period of time in which services were not provided.

SECTION 5 SERVICE RESPONSES/SERVICE GOALS

1. COUNTY shall make its best effort to respond to Priority 1 calls within one hour. Priority 1 calls are defined in Attachment A.
2. COUNTY shall make its best effort to respond with a minimum of 85% efficiency to Priority 2, 3 and 4 calls within 12, 24 and 72 hours respectively. Priority 2, 3 and 4 calls are defined in Attachment A.
3. COUNTY shall make its best effort to increase the percentage of animals that are claimed by their owners and to increase the percentage of animals that are adopted.
4. COUNTY shall make its best effort to decrease the percentage of animals that are euthanized.
5. COUNTY shall make its best effort with assistance from the CITY to increase the per capita rate of licensed dogs.
6. COUNTY shall make its best effort to increase the percentage of licensed dogs that are altered each fiscal year.
7. COUNTY shall make its best effort to ensure that all alterable animals are spayed or neutered prior to adoption from COUNTY shelters.

SECTION 6 JOINT OPERATING AND FINANCIAL PLAN

1. Throughout the term of this Agreement, CITY and COUNTY shall, on a fiscal year basis, prepare a written Joint Operating and Financial Plan for the services to be provided under Sections 3 through 4. The Joint Operating and Financial Plan shall state the total gross cost, estimated revenues and the net cost for the services specified under Sections 3 through 4. The gross cost, estimated revenues and net cost shall be calculated according to paragraphs 2 and 3 of Section 6. CITY shall pay COUNTY the net cost for animal control services provided under this Agreement. The annual written Joint Operating and Financial Plans shall be approved by CITY and COUNTY prior to the beginning of each fiscal year and shall be effective for the applicable fiscal year. The annual Joint Operating and Financial Plan shall be made a part of this Agreement as Attachment B. Successive annual Joint Operating and Financial Plans shall supercede and replace the preceding Joint Operating and Financial Plans. By February 1 of each fiscal year, COUNTY shall provide CITY a preliminary estimate for the next fiscal year of the gross cost, estimated revenues and net cost for animal control services for the next fiscal year.

2. COUNTY shall calculate on a fiscal year basis the gross cost of providing animal control services to CITY using the 50/50 Costing Methodology as follows: COUNTY shall determine its budgeted fiscal year total cost to provide animal control services to its entire service area, excluding overhead costs that COUNTY would otherwise incur regardless of whether COUNTY provides services to the contract cities. The budgeted fiscal year total cost shall include those indirect costs specified in Federal Circular A-87. One-half of CITY'S gross cost shall be determined by CITY'S proportionate share of ANIMAL SERVICE's total service area population multiplied by one-half of the budgeted fiscal year total cost. The remaining 50% of the gross cost will be calculated based upon CITY'S proportionate share of the prior year's total requests for service received by ANIMAL SERVICES from its entire service area multiplied by one-half of the budgeted fiscal year total cost.

3. COUNTY shall receive and collect throughout the term of this Agreement license and other fees specified under COUNTY'S Animal Control Services Fee Resolution that are paid by residents of CITY. COUNTY will calculate on an annual basis an estimate of the actual amounts expected to be received and collected by COUNTY as payment of license and other fees by residents of CITY. COUNTY shall subtract from the annual gross cost the annual estimated revenues collected within CITY to arrive at an annual net cost. CITY will pay COUNTY the annual net cost for providing animal control services as stated in the annual Joint Operating and Financial Plan. Spay/Neuter Deposit Forfeiture Account funds will be excluded from this calculation and will be allocated according to State law. Any amounts that may be retained by private persons and private and non-profit entities for processing or issuing licenses or for marketing ANIMAL SERVICES' programs and services under Section 4, subdivision F shall be excluded from the calculation of estimated or actual revenues.

4. If at the end of the fiscal year, COUNTY does not collect the annual estimated amount of revenues, CITY shall pay COUNTY the difference between the actual annual amount of revenues collected and the annual estimated amount of revenues within 60 days of written notice of deficiency of revenues from COUNTY. If COUNTY collects revenues in excess of the estimated amount of revenues, COUNTY will refund the excess revenues to CITY within 60 days of written notice of surplus. COUNTY shall provide written notice of surplus or deficiency to CITY within 30 days after the end of each fiscal year. Upon receipt of written notice, CITY may instruct COUNTY to apply excess revenues against future gross cost.

5. CITY shall pay the net cost to COUNTY by making quarterly payments of the total net cost per fiscal year for animal control services rendered pursuant to this Agreement and the approved Joint Operating and Financial Plan. Such payments shall be made by July 15, October 15, January 15 and April 15. Failure to provide payment by the due date shall relieve ANIMAL SERVICES of its obligations to provide animal control services to CITY. COUNTY shall send CITY an invoice for animal control services 30 days before the quarterly due dates for payment.

6. If payments provided for in Section 6 are not delivered to COUNTY within 45 days of the due date for payment, as stated in paragraph 5 above, COUNTY is entitled to recover interest thereon. Interest shall be calculated at the rate of 10% per annum on any unpaid portion thereof calculated from the last day of the month in which the services were performed.

7. If such payments are not delivered to COUNTY office at the address listed below within 45 days of the due date for payment, COUNTY may offset such indebtedness, including interest thereon, from property tax funds of CITY on deposit with COUNTY in accordance with Government Code 907, as may be amended from time to time.

COUNTY OF SAN DIEGO
DEPARTMENT OF ANIMAL SERVICES
5480 GAINES STREET
SAN DIEGO, CA 92110

8. Failure by COUNTY and/or CITY to approve the annual Joint Operating and Financial Plan prior to the beginning of the fiscal year (July 1) is grounds for termination of this Agreement. Such termination shall be under the same terms and conditions as Section 12, "Termination For Convenience." As such, COUNTY shall continue to provide animal control services for one fiscal year ending the following June 30 under the terms of this Agreement and the last approved Joint Operating and Financial Plan. CITY shall pay COUNTY for animal control services rendered under the terms of this Agreement and the last approved Joint Operating and Financial Plan through the effective date of the termination.

SECTION 7
RECORD KEEPING

1. COUNTY shall keep separate records for CITY in such form and manner as the County Auditor & Controller shall specify. COUNTY shall give CITY, at a minimum, monthly reports of information including impounds, claims, dog licenses sold for altered/unaltered dogs, revenues, requests for services, adoptions and animals euthanized from CITY. The monthly report shall include CITY and regional information.

2. All non-confidential records maintained by COUNTY evidencing animal control services provided to CITY shall be open for copying, examination and audit by CITY during all business hours. COUNTY shall retain these records for a minimum of three years.

SECTION 8
SPAY/NEUTER PROGRAM

1. COUNTY and CITY shall establish a spay/neuter program for CITY. To finance the spay/neuter program, COUNTY, at the sole discretion of the Director, will allocate an amount equivalent to 5% of all license fee revenues collected by COUNTY for deposit into a separate trust fund account (“Spay/Neuter Surcharge Trust Fund”). Funds deposited into or expenditures made from the Spay/Neuter Surcharge Trust Fund shall not be considered in calculating estimated revenues or costs under Section 6.

2. Funds deposited in the Spay/Neuter Surcharge Trust Fund may be used only for encouraging the spaying or neutering of pets owned by residents of CITY. COUNTY shall operate a spay/neuter program or contract with a responsible provider to operate a spay/neuter program for the direct benefit of CITY’S residents. COUNTY and the CITY, with recommendations from the Ad Hoc Committee, as described in Section 13, shall determine how the portion of Spay/Neuter Trust Funds contributed by residents of CITY shall be allocated.

SECTION 9
CITY ASSISTANCE

1. In performing the services pursuant to this Agreement, COUNTY shall have all the powers of CITY and shall receive all cooperation possible from CITY, its officers, agents and employees to enable efficient enforcement of such local and state laws as specified in this Agreement and to effectuate collections called for hereunder.

2. For the purpose of performing animal control services under this Agreement, COUNTY shall furnish and supply all necessary personnel, labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. COUNTY will notify CITY of any changes in ANIMAL SERVICE’S executive staff.

3. All persons employed in the performance of such services and functions for CITY pursuant to this Agreement shall be COUNTY employees. No CITY employees shall perform services or functions that COUNTY is obligated to provide under this Agreement. All persons employed by COUNTY to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to COUNTY employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to CITY employees.

4. COUNTY is an independent contractor, and no agency relationship, either expressed or implied, is created by the execution of this Agreement.

5. CITY shall not be liable for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for COUNTY or any liability other than that provided for in this Agreement.

6. Except as specified otherwise, CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness or any other claims arising out of his or her employment.

7. CITY shall adopt an ordinance identical to, or adopt by reference, the provisions of Chapter 6 and 7, Division 2, Title 6 of the San Diego County Code of Regulatory Ordinances and any amendments to such ordinances and the COUNTY'S most current fee resolution, unless any deviations are specifically agreed to in writing by the Director.

SECTION 10 DEFENSE AND INDEMNIFICATION

1. COUNTY shall defend and indemnify CITY, its agents, officers and employees (collectively, "CITY"), from any claim, action or proceeding against CITY, arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. CITY shall defend and indemnify COUNTY, its agents, officers and employees (collectively, "COUNTY") from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. COUNTY shall defend itself, and CITY shall defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY shall retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Notwithstanding paragraph 3 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY shall share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in

paragraph 5 below. COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY.

5. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

SECTION 11 TERMINATION

1. Notwithstanding anything to the contrary herein contained, this Agreement shall be terminated at any time that CITY fails to enact or adopt by reference and to maintain in full force and effect, including the amount of fees provided in the COUNTY's most current fee resolution, an ordinance identical to the provisions of Chapter 6 and 7, Division 2, Title 6 of the San Diego County Code of Regulatory Ordinances, unless any deviations are specifically agreed to by the Director. This Agreement shall also be terminated if COUNTY requests that CITY enact amendments to aid ordinance and such amendments are not made within 90 days of this request.

2. If COUNTY fails to provide animal control services, as required under this Agreement and/or in the Joint Operating and Financial Plan, CITY may provide written notification to COUNTY of such failure to provide services. COUNTY shall be given 30 days from the date of receipt of written notification by CITY to provide the required animal control services. If COUNTY fails to provide such services after 30 days from receipt of written notification, CITY may terminate this Agreement upon 30 days additional written notice.

3. In the event of termination under Section 11, CITY shall pay COUNTY on a prorated basis for animal control services rendered consistent with this Agreement and the Joint Operating and Financial Plan through the date of termination.

SECTION 12 TERMINATION FOR CONVENIENCE

1. CITY acknowledges that in order to provide animal control services pursuant to this Agreement, COUNTY must conduct long range planning for funding, new shelter development and staff requirements. Therefore, notwithstanding any other section or provision of this Agreement, either party may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

SECTION 13
AD HOC COMMITTEE

1. COUNTY shall form an Ad Hoc Committee consisting of a representative from each of the cities to which COUNTY provides animal control services by contract. Each member of the Ad Hoc Committee shall have the opportunity to provide input regarding animal control services, future fees and fee changes.

SECTION 14
FUNDING BY CITY

1. If CITY fails to appropriate funds for this Agreement, such action shall not be considered a breach of this Agreement. Under no circumstances shall CITY fail to appropriate funds for this Agreement for the purpose of obtaining animal control services from another provider or to establish its own animal control services department without providing COUNTY with one year notification as specified in Section 12.

SECTION 15
CONTRACT ADMINISTRATION

1. COUNTY designates the Director or his/her designated representative to represent COUNTY in all matters pertaining to the administration of this Agreement.

2. CITY designates its City Manager or designated representative to represent CITY in all matters pertaining to this Agreement on behalf of CITY.

3. Any notice or notices provided for by this Agreement or by law to be given or served upon COUNTY may be given or served in person or by letter deposited in the United States mail, postage prepaid and addressed to:

DIRECTOR OF ANIMAL SERVICES
5480 GAINES STREET
SAN DIEGO, CA 92110

4. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served in person or by letter deposited in the United States mail, postage prepaid and addressed to:

CITY OF SANTEE
CITY MANAGER'S OFFICE
10601 MAGNOLIA AVENUE
SANTEE, CA 92071

IN WITNESS WHEREOF, CITY, by resolution duly adopted by its City Council, has approved the execution of this Agreement by its City Manager, and COUNTY, by order of its Board of Supervisors, has approved the execution of this contract by the Clerk of the Board of Supervisors of the County of San Diego, this ____ day of _____, 2013.

CITY

COUNTY OF SAN DIEGO

By: _____
City Manager

By: _____
Director of Animal Services

Approved as to form and legality

Approved as to form and legality
County Counsel

By: _____
City Attorney

By: _____
Senior Deputy

ATTACHMENT A

COUNTY OF SAN DIEGO
DEPARTMENT OF ANIMAL SERVICES
RESPONSE PRIORITY LEVELS

TYPE OF SERVICE	RESPONSE PRIORITY LEVEL	
	IN PROGRESS	NOT IN PROGRESS
Threatening Dangerous Animal	1	3
Possible Rabid/Biter Animal	1	3
Major Injury to Animal	1	3
Threat from Wild Animal	1	3
Cruelty	1	3
Animal Inside Vehicle	1	3
Fighting Animals	1	3
Dogs harassing Livestock	1	3
Sick/Minor Injury Animal	2	3
Animal Welfare	2	3
Isolation of Biting Animal for Rabies Examination	3	N/A
Confined Stray Animal	3	N/A
Relinquished Animal	3	4
Restraint of Animal	3	4
Wild Animal	3	4
Misc. Patrol Services	3	4

<u>PRIORITY LEVEL</u>	<u>RESPONSE GUIDELINES</u>
LEVEL 1	First priority; response objective is within one hour. Officer responds before all lower priority calls.
LEVEL 2	Second Priority; response objective is within 12 hours of receipt.
LEVEL 3	Third Priority; response objective is within 24 hours of receipt.
LEVEL 4	Fourth Priority; response objective is within 72 hours of receipt.

City of Santee
COUNCIL AGENDA STATEMENT

6E

MEETING DATE January 23, 2013 **AGENDA ITEM NO.**

ITEM TITLE **ADOPT RESOLUTIONS AUTHORIZING THE PURCHASE OF ONE NEW VACTOR MODEL 2100 PLUS SERIES JET RODDER MOUNTED ON A 2014 FREIGHTLINER CHASSIS AND AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING WITH CATERPILLAR FINANCIAL SERVICES CORPORATION; AND APPROVE DECLARATION OF SURPLUS FOR VEHICLE #59**

DIRECTOR/DEPARTMENT Bill Maertz, Community Services *WM*
Tim McDermott, Finance *TM*

SUMMARY

This item requests City Council to authorize the purchase and financing of one new Vactor Model 2100 Plus Series Jet Rodder mounted on a 2014 Freightliner chassis from Haaker Equipment Company to replace Vehicle #59 (V-59), a 1990 Vactor Jet, and to declare V-59 as surplus. Details are contained in the attached staff report.

CITY ATTORNEY REVIEW N/A Completed

FLEET MANAGER REVIEW N/A Completed

FINANCIAL STATEMENT *TM*

The purchase is proposed to be financed through a lease-purchase agreement with Caterpillar Financial Services Corporation with a ten year term. Semi-annual lease payments in the approximate amount of \$18,750 will be required under the lease-purchase agreement. Funding is included in the FY 2012-13 Vehicle Replacement Fund budget for the first semi-annual lease payment due in FY 2012-13.

RECOMMENDATION

1. Adopt the Resolution to authorize the purchase of one new Vactor Model 2100 Plus Series Jet Rodder/Vacuum mounted on a 2014 Freightliner chassis from Haaker Equipment Company for an amount not to exceed \$334,873; and
2. Adopt the Resolution to authorize use of lease- purchase financing with Caterpillar Financial Services Corporation; and
3. Declare Vehicle #59, a 1990 Vactor Jet, surplus and direct sale of vehicle at public auction; and
4. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS (Listed Below)

Staff Report
Resolutions (2)

STAFF REPORT
RE: ADOPT RESOLUTIONS AUTHORIZING THE PURCHASE OF ONE NEW VACTOR MODEL 2100 PLUS SERIES JET RODDER MOUNTED ON A 2014 FREIGHTLINER CHASSIS AND AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING WITH CATERPILLAR FINANCIAL SERVICES CORPORATION; AND APPROVE DECLARATION OF SURPLUS FOR VEHICLE #59

Background

Included in the FY 2012-13 budget is the replacement of Vehicle #59 (V-59), a 1990 Vactor Jet, which, at 23 years old, has exceeded its service life and has an engine that no longer complies with current California Air Resources Board regulations thus not meeting California Department of Motor Vehicle registration requirements. Recommended replacement is a new Vactor Model 2100 Plus Series Jet Rodder/Vacuum mounted on a 2014 Freightliner chassis for an all-inclusive cost of \$334,873.

Santee Municipal Code section 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by a competitive or competitively negotiated bid by another public agency as long as that bid substantially complies with the formal bidding procedures in Santee Municipal Code section 3.24.110. In March 2010, the National Joint Powers Alliance (NJPA) conducted a formal competitive bid process, substantially complying with Santee's Municipal Code, for procurement of public utility vehicles, equipment, accessories, supplies and services. Based on the requirements for lowest responsive responsible bidder offering the best overall quality and selection of products and services, Federal Signal Corporation was awarded Contract #031710-FSC for Vactor® and Elgin® brands for a four-year term subject to annual renewals.

Uses for the Vactor include:

- Clean storm drain inlets, outlets and pipes.
- Clean storm drain boxes and manholes.
- Vacuum flood water from roadways and drains, unplug drain lines.
- Clean sewer main lines and manholes in City parks and facilities.
- Clean slotted drains, and under sidewalk drains.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing NJPA Contract #031710-FSC to purchase one new Vactor Model 2100 Plus Series Jet Rodder/Vacuum mounted on a 2014 Freightliner chassis from Haaker Equipment Company, who is an authorized retailer for Vactor Manufacturing, who is a subsidiary for Federal Signal Corporation, for an amount not to exceed \$334,873.

Staff also requests City Council declare V-59 as surplus to be sold at a public auction. Since the vehicle's engine does not comply with current California Air Resources Board regulations thus not meeting California Department of Motor Vehicle registration requirements, the buyer will be required to sign written certification that V-59 will not be used in California. The estimated maximum market value at auction is \$20,000.

Financing

In response to the substantial capital outlay required for this purchase, the current favorable interest rate environment and the long term nature of the asset to be acquired, staff recommends utilizing a lease-purchase agreement to finance the acquisition of this vehicle/equipment. In December 2012, staff conducted a request for proposal (RFP) process. Three companies responded to the RFP, and, after a review of the proposals, staff recommends executing a lease purchase agreement with Caterpillar Financial Services Corporation. Caterpillar Financial Services Corporation offers the most favorable terms with a tax exempt interest rate of 2.46% and a one-time fee of \$300, financed over a ten year period.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE PURCHASE OF ONE NEW VACTOR MODEL 2100 PLUS
SERIES JET RODDER MOUNTED ON A 2014 FREIGHTLINER CHASSIS**

WHEREAS, the City of Santee FY 2012-13 budget includes the replacement of the City's 1990 Vactor Jet, Vehicle (V-59); and

WHEREAS, the National Joint Powers Alliance (NJPA) has a current contract, #031710-FSC, with Federal Signal Corporation for Vactor® and Elgin® brands that the City can utilize to purchase one new Vactor Model 2100 Plus Series Jet Rodder mounted on a 2014 Freightliner Chassis to replace V-59; and

WHEREAS, Haaker Equipment Company is an authorized retailer for Vactor Manufacturing who is a subsidiary of Federal Signal Corporation.

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

1. The City Manager to execute documents for the purchase of one new Vactor Model 2100 Plus Series Jet Rodder mounted on a 2014 Freightliner Chassis, per NJPA Contract #031710-FSC, from Haaker Equipment Company for an amount not to exceed \$334,873.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 23rd day of January 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SANTEE, CALIFORNIA AUTHORIZING LEASE PURCHASE FINANCING
FOR ONE VACTOR MODEL 2100 PLUS SERIES JET RODDER
MOUNTED ON 2014 FREIGHTLINER CHASSIS**

WHEREAS, the City of Santee ("City") a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and;

WHEREAS, in order to acquire such equipment, the City proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the City at this meeting.

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

SECTION 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the City or other members of the governing body of the City executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager is hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the City Clerk is hereby authorized to attest to the foregoing and affix the seal of the City to such documents.

SECTION 2. Other Actions Authorized. The officers and employees of the City shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

SECTION 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

City of Santee
COUNCIL AGENDA STATEMENT

6F

MEETING DATE January 23, 2013 **AGENDA ITEM NO.**

ITEM TITLE **ADOPT RESOLUTIONS AUTHORIZING THE PURCHASE OF ONE NEW CATERPILLAR MODEL 430F BACKHOE AND AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING WITH CATERPILLAR FINANCIAL SERVICES CORPORATION; AND APPROVE DECLARATION OF SURPLUS FOR VEHICLE #86**

DIRECTOR/DEPARTMENT Bill Maertz, Community Services *WMM*
Tim McDermott, Finance *TM*

SUMMARY

This item requests City Council to authorize the purchase and financing of one new Caterpillar Model 430F Backhoe from Hawthorne Machinery Company to replace Vehicle #86 (V-86), a 1996 Caterpillar Model 416B Backhoe, and to declare V-86 surplus. Details are contained in the attached staff report.

CITY ATTORNEY REVIEW N/A Completed

FLEET MANAGER REVIEW N/A Completed

FINANCIAL STATEMENT *TM*

The purchase is proposed to be financed through a lease-purchase agreement with Caterpillar Financial Services Corporation with a seven year term. Semi-annual lease payments in the approximate amount of \$9,727 will be required under the lease-purchase agreement. Funding is included in the FY 2012-13 Vehicle Replacement Fund budget for the first semi-annual lease payment due in FY 2012-13.

RECOMMENDATION *TM*

1. Adopt the Resolution to authorize the purchase of one new Caterpillar Model 430F Backhoe from Hawthorne Machinery Company for an amount not to exceed \$124,900; and
2. Adopt the Resolution to authorize the use of lease- purchase financing with Caterpillar Financial Services Corporation; and
3. Declare Vehicle #86, a 1996 Caterpillar Model 416B Backhoe, surplus and direct sale of vehicle at public auction; and
4. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS (Listed Below)

Staff Report
Resolutions (2)

STAFF REPORT

RE: ADOPT RESOLUTIONS AUTHORIZING THE PURCHASE OF ONE NEW CATERPILLAR MODEL 430F BACKHOE AND AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING WITH CATERPILLAR FINANCIAL SERVICES CORPORATION; AND APPROVE DECLARATION OF SURPLUS FOR VEHICLE #86

Background

Included in the FY 2012-13 budget is the replacement of Vehicle #86 (V-86), a 1996 Caterpillar Model 416B Backhoe, which, at 17 years old, has exceeded its service life and has an engine that no longer complies with current California Air Resources Board regulations thus not meeting California Department of Motor Vehicle registration requirements. Recommended replacement is a new Caterpillar Model 430F Backhoe for an all-inclusive cost of \$124,900.

Uses for the Backhoe include:

- Load trash, street sweeping debris, green waste, etc. into the 40 CY and 25 CY dumpsters at the yard.
- Remove debris from drainage channels, ditches, inlets, and outlets.
- Dig out and load concrete sidewalk and asphalt roadway spoils.
- Remove large debris dumped in the city right of way.
- Remove large fallen tree debris.
- Spread dirt, road base, gravel, mulch, rocks, etc.
- Dig trenches for drain line repair and installation

Santee Municipal Code section 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by a competitive or competitively negotiated bid by another public agency as long as that bid substantially complies with the formal bidding procedures in Santee Municipal Code section 3.24.110. In June 2011, the National Joint Powers Alliance (NJPA) conducted a formal competitive bid process, substantially complying with Santee's Municipal Code, for procurement of heavy construction equipment, accessories, supplies and services. Based on the requirements for lowest responsive responsible bidder offering the best overall quality and selection of products and services, Caterpillar Incorporated was awarded Contract #060311-CAT for a four-year term subject to annual renewals.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing NJPA Contract #060311-CAT to purchase one new Caterpillar Model 430F Backhoe from Hawthorne Machinery Company, who is an authorized retailer for Caterpillar Incorporated, for an amount not to exceed \$124,900.

Staff also requests City Council declare V-86 as surplus to be sold at a public auction. Since the vehicle's engine does not comply with current California Air Resources Board regulations thus not meeting California Department of Motor Vehicle registration requirements, the buyer will be required to sign written certification that V-86 will not be used in California. The estimated maximum market value at auction is \$20,000.

Financing

In response to the substantial capital outlay required for this purchase, the current favorable interest rate environment and the long term nature of the asset to be acquired, staff recommends utilizing a lease-purchase agreement to finance the acquisition of this vehicle/equipment. In December 2012, staff conducted a request for proposal (RFP) process. Three companies responded to the RFP, and, after a review of the proposals, staff recommends executing a lease purchase agreement with Caterpillar Financial Services Corporation. Caterpillar Financial Services Corporation offers the most favorable terms with a tax exempt interest rate of 2.62% and a one-time fee of \$300, financed over a seven year period.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE PURCHASE OF ONE NEW CATERPILLAR MODEL 430F BACKHOE**

WHEREAS, the City of Santee FY 2012-13 budget includes the replacement of the City's 1996 Caterpillar Backhoe (V-86); and

WHEREAS, the National Joint Powers Alliance (NJPA) has a current contract, #060311-CAT, with Caterpillar Incorporated that the City can utilize to purchase one new Caterpillar Model 430F Backhoe to replace V-86; and

WHEREAS, Hawthorne Machinery Company is an authorized retailer for Caterpillar Incorporated.

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

1. The City Manager to execute documents for the purchase of one new Caterpillar Model 430F Backhoe, per NJPA Contract #060311-CAT, from Hawthorne Machinery Company for an amount not to exceed \$124,900.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 23rd day of January 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SANTEE, CALIFORNIA AUTHORIZING LEASE PURCHASE FINANCING
FOR ONE CATERPILLAR MODEL 430F BACKHOE**

WHEREAS, the City of Santee ("City"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and;

WHEREAS, in order to acquire such equipment, the City proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the City at this meeting.

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

SECTION 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the City or other members of the governing body of the City executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager is hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the City Clerk is hereby authorized to attest to the foregoing and affix the seal of the City to such documents.

SECTION 2. Other Actions Authorized. The officers and employees of the City shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

SECTION 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

