



## City Council

Mayor John W. Minto  
Vice Mayor Dustin Trotter - District 4  
Councilmember Rob McNelis - District 1  
Councilmember Ronn Hall - District 2  
Councilmember Laura Koval - District 3

# CITY OF SANTEE

## REGULAR MEETING AGENDA

Santee City Council

City Manager | Marlene D. Best  
City Attorney | Shawn D. Hagerty

## MEETING INFORMATION

Wednesday, September 11, 2024  
6:30 PM  
Council Chamber | Building 2  
10601 Magnolia Ave • Santee, CA 92071

### TO WATCH LIVE:

AT&T U-verse channel 99 (SD Market) | Cox Channel 117 (SD County)  
[www.cityofsanteeca.gov](http://www.cityofsanteeca.gov)

### IN-PERSON ATTENDANCE:

Members of the public who wish to view the Council Meeting live, can watch the live taping of the Council meeting in the Council Chamber on the meeting date and time listed above.

### LIVE PUBLIC COMMENT:

Members of the public who wish to comment on matters on the City Council agenda or during Non-Agenda Public Comment may appear in person and submit a speaker slip, before the item is called. Your name will be called when it is time to speak.

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



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



**ROLL CALL:** Mayor John W. Minto  
Vice Mayor Dustin Trotter – District 4  
Councilmember Rob McNelis – District 1  
Councilmember Ronn Hall – District 2  
Councilmember Laura Koval – District 3

**LEGISLATIVE INVOCATION:** Sonrise Church – Pastor Jerry Phillips

**PLEDGE OF ALLEGIANCE**

**SEPTEMBER 11<sup>TH</sup> REMEMBRANCE CEREMONY**

**PROCLAMATION:** National Preparedness Month

**CONSENT CALENDAR:**

**PLEASE NOTE:** Consent Calendar items are considered routine and will be approved by one motion, with no separate discussion prior to voting. The public, staff or Councilmembers may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be presented to the City Clerk at the start of the meeting. Speakers are limited to 3 minutes.

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full, of Ordinances and Resolutions on the Agenda. (City Clerk)**
- (2) **Approval of Payment of Demands as Presented. (Finance – Jennings)**
- (3) **Adoption of a Resolution Authorizing an Increase to the Maximum Annual Purchase of Offsite Commercial Fleet Fuel Utilizing the WEX Fleet Card Program, per Sourcewell Contract No. 080620-WEX. (Fire – Matsushita)**
- (4) **Adoption of a Resolution Approving the First Amendment to the Professional Services Agreement with 4Leaf Inc., for Specialized Planning Services and Finding this Action is Not a Project Under the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Section 15378. (Planning and Building – Sawa)**

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

*Persons wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda. The first Non-Agenda Public Comment period is limited to a total of 15 minutes. Additional Non-Agenda Public Comment is received prior to City Council Reports.*

**NEW BUSINESS:**

- (5) **Resolution Receiving the 2024 City of Santee Development Impact Fee Report and Making Certain Findings Based on that Report Pursuant to the Santee Municipal Code and the California Government Code. (Finance – Jennings)**

Recommendation:

Adopt the Resolution receiving the 2024 City of Santee Development Impact Report and making certain findings based on that Report pursuant to the Santee Municipal Code and the California Government Code.

- (6) **Consideration of Urgency Interim Ordinance Establishing a Moratorium Pursuant to Government Code Section 65858 to Prohibit New Car Wash Facilities Until Appropriate Information can be Gathered and Assessed. (City Attorney – Hagerty)**

Recommendation:

Consider the Urgency Interim Ordinance and adopt, reject, or revise it to comply with Council's direction and provide additional direction as necessary.

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

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

**CITY COUNCIL REPORTS:****CITY MANAGER REPORTS:****CITY ATTORNEY REPORTS:**

**CLOSED SESSION:**

- (7) Conference with Labor Negotiators**  
(Gov. Code section 54957)  
City Designed Representative: Mayor  
Unrepresented Employee: Interim City Clerk
- (8) Conference with Legal Counsel—Existing Litigation**  
(Gov. Code section 54956.9(d)(1))  
Name of Case: Preserve Wild Santee v. City of Santee, SDSC Case No. 37-2022-00041478-CU-MC-CTL
- (9) Public Employee Performance Evaluation**  
(Gov. Code section 54957)  
Title: City Manager
- (10) Threat to Public Services or Facilities**  
(Gov. Code section 54957)  
Consultation with: City Attorney regarding threat to public services

**ADJOURNMENT:**



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

<del>Sep 05</del>	<del>SPARC</del>	<del><b>CANCELLED</b></del>	<del>Council Chamber</del>
Sep 09	Community Oriented Policing Committee		Council Chamber
Sep 11	Council Meeting		Council Chamber
Sep 19	SMHFPC		Council Chamber
Sep 25	Council Meeting		Council Chamber
Oct 03	SPARC		Council Chamber
Oct 09	Council Meeting		Council Chamber
Oct 14	Community Oriented Policing Committee		Council Chamber
Oct 23	Council Meeting		Council Chamber

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

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

*The City of Santee complied with the Americans with Disabilities Act. Upon request, this agenda will be available in appropriate alternative formats to persons with disabilities, as required by section 12132 of the Americans with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk’s Office at (619) 258-4100, ext. 226 at least 48 hours before the meeting, if possible.*



# COUNCIL AGENDA STATEMENT

## CITY OF SANTEE

# Proclamation

**MEETING DATE** September 11, 2024

**ITEM TITLE** PROCLAMATION: NATIONAL PREPAREDNESS MONTH

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

### **SUMMARY**

The City officially recognizes September as National Preparedness Month. The Santee Fire Department continues its dedication to provide community outreach services to ensure residents are well informed about disaster preparedness.

### **FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A •  Completed

### **RECOMMENDATION** *FMSB*

Present the Proclamation

### **ATTACHMENT**

Proclamation





# Proclamation

**WHEREAS**, the Federal Emergency Management Agency (FEMA) has designated September as “National Preparedness Month”; and

**WHEREAS**, California residents commonly experience the effects of various disasters, ranging from severe winter storms to major earthquakes and devastating wildland fires, resulting in damages costing hundreds of millions of dollars; and

**WHEREAS**, during the first eight months of 2024 alone, over 800,000 acres have been scorched by 5,588 wildfires across California, underscoring the critical importance of adopting and implementing effective emergency preparedness measures to mitigate the loss of life and property before, during, and after a major emergency; and

**WHEREAS**, the Santee Fire Department, in collaboration with Central Zone Public Safety agencies, continues its dedicated efforts to enhance community outreach, ensuring that residents are well-informed about the importance of disaster preparedness and the utilization of new alert and warning systems at both individual and institutional levels; and

**WHEREAS**, due to the continued threat of wildfire in the San Diego river corridor, the City of Santee applied for and was recently awarded a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant to reduce hazardous fuels and create defensible space throughout designated areas within the City; and

**WHEREAS**, the City of Santee proactively adopted a Hazard Mitigation Plan in 2023, a strategic initiative designed to significantly enhance our preparedness, emergency management capabilities, and overall community safety; and

**WHEREAS**, the residents of Santee are encouraged to download the Genasys Protect App and SDEmergency App in order to receive San Diego County specific emergency notifications or emergency information related to evacuations and local disasters.

**WHEREAS**, the Mayor and members of the Santee City Council strongly urge all residents to be mindful of the reality that, following an emergency, self-sufficiency for several days may be necessary. Being prepared means having essential supplies, including food, water, and other necessities, to last for at least 72 hours. Residents are encouraged to visit [ReadySanDiego.org](https://www.ready.sandiego.gov/) to access a comprehensive list of supplies for building a personal emergency kit, as well as to download a printable disaster plan guide free of charge.

**NOW, THEREFORE**, I, John W. Minto, Mayor of the City of Santee, on behalf of the City Council do hereby urge all residents to take action in ensuring the safety and preparedness of their families and communities, do hereby proclaim September in the City of Santee as:

**“NATIONAL PREPAREDNESS MONTH”**

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

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Mayor John W. Minto

**MEETING DATE** September 11, 2024

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

**DIRECTOR/DEPARTMENT** James Jeffries, Interim City Clerk

**SUMMARY**

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

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

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

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION**

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

**ATTACHMENT**

None.





**MEETING DATE** September 11, 2024

**ITEM TITLE** APPROVAL OF PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT** Heather Jennings, Finance *HJ*

**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**

Adequate budgeted funds are available for the Payment of Demands per the attached listing.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** *MSB*

Approve the Payment of Demands as presented.

**ATTACHMENT**

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



Payment of Demands  
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/13/24	Accounts Payable	\$ 347,181.25
08/19/24	Accounts Payable	50,692.27
08/21/24	Accounts Payable	170,306.47
08/21/24	Accounts Payable	17,159.33
08/22/24	Payroll	516,484.27
08/28/24	Accounts Payable	<u>462,641.88</u>
TOTAL		<u>\$ 1,564,465.47</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.



*Heather Jennings*  
 \_\_\_\_\_  
 Heather Jennings, Director of Finance

vchlist  
08/14/2024 12:39:44PM

Voucher List  
CITY OF SANTEE

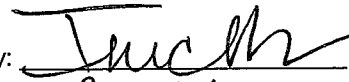
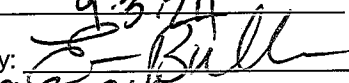
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149608	8/13/2024	10401 US BANK TRUST	2633256		CFD 2017 DEBT SERVICE SEMI AN	347,181.25
					<b>Total :</b>	<b>347,181.25</b>
		<b>1 Vouchers for bank code :</b>			<b>Bank total :</b>	<b>347,181.25</b>
		<b>1 Vouchers in this report</b>			<b>Total vouchers :</b>	<b>347,181.25</b>

Prepared by:   
Date: 8/14/24  
Approved by:   
Date: 8/15/24

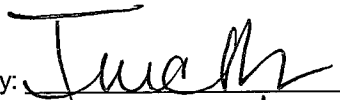
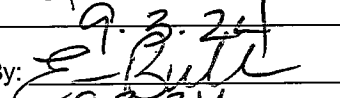
Voucher List  
CITY OF SANTEE

<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Description/Account</u>	<u>Amount</u>
8/19/2024	14705 RHS MISSIONSQUARE	PPE 8/28/24	RETIREE HSA	5,198.03
			<b>TOTAL:</b>	<b>5,198.03</b>
8/19/2024	14704 457 MISSIONSQUARE	PPE 8/28/24	ICMA - 457	45,494.24
			<b>TOTAL:</b>	<b>45,494.24</b>
	<b>2 Vouchers for bank code: ubgen</b>		<b>Bank Total:</b>	<b>50,692.27</b>
	<b>2 Vouchers in this report</b>		<b>Total vouchers:</b>	<b>50,692.27</b>

Prepared By:   
 Date: 9-3-24  
 Approved By:   
 Date: 9-3-24

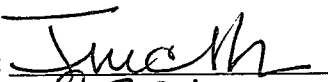
Voucher List  
CITY OF SANTEE

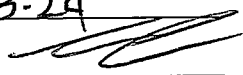
<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Description/Account</u>	<u>Amount</u>
8/21/2024	10956 FRANCHISE TAX BOARD	PPE 8/22/24	CA STATE TAX WITHHELD	43,084.56
			<b>TOTAL:</b>	<b>43,084.56</b>
8/21/2024	10955 DEPARTMENT OF THE TREASURY	PPE 8/14/24	FED WITHHOLDING & MEDICARE	127,221.91
			<b>TOTAL:</b>	<b>127,221.91</b>
	<b>2 Vouchers for bank code: ubgen</b>		<b>Bank Total:</b>	<b>170,306.47</b>
	<b>2 Vouchers in this report</b>		<b>Total vouchers:</b>	<b>170,306.47</b>

Prepared By:   
 Date: 9.3.24  
 Approved By:   
 Date: 9.3.24

**Voucher List  
CITY OF SANTEE**

<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Description/Account</u>	<u>Amount</u>
8/21/2024	10482 TRISTAR RISK MANAGEMENT	120613	WORKERS COMP LOSSES; JUNE 24	8,258.49
			<b>TOTAL:</b>	<b>8,258.49</b>
8/21/2024	10482 TRISTAR RISK MANAGEMENT	120812	WORKERS COMP LOSSES; JULY 24	8,900.84
			<b>TOTAL:</b>	<b>8,900.84</b>
	<b>2 Vouchers for bank code: ubgen</b>		<b>Bank Total:</b>	<b>17,159.33</b>
	<b>2 Vouchers in this report</b>		<b>Total vouchers:</b>	<b>17,159.33</b>

Prepared By:   
 Date: 9-3-24

Approved By:   
 Date: 9-3-24

PyBatch  
08/19/2024 1:31:52PM

Payroll Processing Report  
CITY OF SANTEE

8/1/2024 to 8/14/2024-2 Cycle b

EARNINGS SECTION					DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
					rhsabc	42,515.71	850.31						
					roth	82,865.81	10,031.56						
					sb-1		83.70						
					sb-3		70.72						
					sffa		3,562.24						
					sffapc		1,015.22						
					st1cs3	91,738.98	2,752.17	-2,752.17					
					st2cs3	15,594.88	467.85	-467.85					
					textlif		249.64						
					vaccpr		574.45						
					vaccpt		204.75						
					vcanpr		318.41						
					vcanpt		90.25						
					vgcipt		88.70						
					vghipr		15.56						
					vision	16,866.47	530.13						
					voladd		17.50						
					voldis		218.13						
					vollif		155.27						
					vollpb								
								-155.27					
<b>Grand Totals</b>	<u>17,157.25</u>		<u>817,073.04</u>				<u>300,588.77</u>	<u>93,450.29</u>					

Gross:	817,073.04
Net:	516,484.27

<< No Errors / 23 Warnings >>

*LA 8/20/24*  
*EB 8/20/24*  
*PPE 8/14/24*  
*Pay date 8/20/24*

	CHECK #	VENDOR	DOC #	INVOICE #	PO #	TOTAL	DUE DATE		-	
<b>*PAYROLL CHECKS*</b>										
1	1001	STATE OF CA DISBURSEMENT UNIT		PPE081424		\$260.30	8/30/24			
2	1002	WASHINGTON STATE SUPPORT REGISTRY		PPE081424		\$751.84	8/30/24			
3	1003	STATE OF CA DISBURSEMENT UNIT		PPE081424		\$449.53	8/30/24		\$1,461.67	SUBTOTAL
<b>*IN CHECK PROCESS*</b>										
1	1004	US BANK	VARIOUS	PROCARDS		\$27,946.75	8/22/24		\$27,946.75	SUBTOTAL
<b>*PROCESSED IN EDEN*</b>										
1	1005	ATT	96389	22041643		\$857.61	8/28/24		\$857.61	SUBTOTAL
<b>*IN EDEN, CHRISTINA TO APPROVE*</b>										
1	1006	ACE UNIFORMS	97013	SD0187076	54825	\$244.16	8/5/24			
2	1006	ACE UNIFORMS	97016	SD0187078	54825	\$106.48	8/23/24			
3	1006	ACE UNIFORMS	97017	SD0187080	54825	\$19.59	8/25/24	\$370.23		
4	1007	ACI LABORATORIES	97021	45481	54831	\$167.00	8/29/24			
5	1008	AGRICULTURAL PEST CONT	96874	756899	54828	\$632.65	8/26/24			
6	1009	AZTEC LANDSCAPING	96850	J1829	54798	\$4,972.43	8/31/24			
7	1010	BORDER TIRE	96661	24-0190245-008	54818	\$1,196.11	8/30/24			
8	1010	BORDER TIRE	96660	24-0196492-008	54818	\$1,522.44	8/31/24	\$2,718.55		
9	1011	CANON	96505	4040843985	54839	\$159.35	8/29/24			
10	1011	CANON	96578	4040854174	54839	\$159.35	8/31/24	\$318.70		
11	1012	CARQUEST AUTO PARTS	96662	11102-615910	54840	\$9.11	8/26/24			
12	1013	CINTAS	96931	4199725135	54844	\$72.31	8/23/24			
13	1013	CINTAS	96664	4200401645	54844	\$88.54	8/30/24	\$160.85		
14	1014	CORODATA	96989	DN1480677		\$49.82	8/31/24			
15	1015	COX	97068	052335901; AUG24		\$195.38	8/31/24			
16	1016	CURTIS TOOLS	97040	INV842413	54909	\$275.36	8/8/24			
17	1017	EAGLES POINT SECURITY	96750	21681	54799	\$240.00	8/28/24			
18	1018	HDL COREN & CONE	96492	SIN041572		\$695.00	8/25/24			
19	1019	JD ANIMAL REMOVAL	96848	1742	54805	\$1,440.00	8/31/24			
20	1020	JET ADVERTISING	96815	11999	54953	\$600.00	8/31/24			
21	1021	JIMMYS BUFFET	96979	81524	54886	\$1,850.00	8/31/24			
22	1022	KEARNY MESA FORD	96681	1982402	54887	\$147.64	8/26/24			
23	1022	KEARNY MESA FORD	96680	1982417	54887	\$487.82	8/29/24	\$635.46		
24	1023	LAKESIDE EQUIPMENT	96753	246707	54806	\$415.04	8/27/24			
25	1024	LIFE ASSIST	96690	1494747	54807	\$455.05	8/29/24			
26	1024	LIFE ASSIST	96691	1494962	54807	\$3,865.45	8/29/24	\$4,320.50		
27	1025	MOMENTUM TUTORING	96715	5304		\$768.00	8/30/24			
28	1026	MTS	96580	1800021240		\$258.16	8/26/24			
29	1027	NATIONAL SAFETY COMPLIANCE	98639	98639		\$334.66	8/31/24			
30	1028	OFFICE DEPOT	96744	374252732001		\$203.34	8/20/24			
31	1029	OREILLY	96694	2968-231677	54864	\$96.56	8/25/24			
32	1029	OREILLY	96695	2968-231755	54864	\$33.94	8/25/24	\$130.50		
33	1030	PADRE DAM	97069	90000367; AUG24		\$53,894.13	8/24/24			
34	1031	PARADIGM	96855	6616	54821	\$152.40	8/24/24			
35	1031	PARADIGM	96854	6615	54821	\$145.41	8/24/24			
36	1031	PARADIGM	96856	6651	54821	\$262.40	8/30/24			
37	1031	PARADIGM	96857	6652	54821	\$297.81	8/30/24			
38	1031	PARADIGM	96858	6653	54821	\$159.51	8/30/24			
39	1031	PARADIGM	96859	6654	54821	\$128.98	8/30/24			



40	1031	PARADIGM	96860	6655	54821	\$269.62	8/30/24		
41	1031	PARADIGM	96861	6656	54821	\$152.29	8/30/24		
42	1031	PARADIGM	96862	6657	54821	\$290.71	8/30/24		
43	1031	PARADIGM	96863	6664	54821	\$281.58	8/30/24		
44	1031	PARADIGM	96864	6665	54821	\$119.49	8/30/24	\$2,260.20	
45	1032	PAVEMENT REHAB CO	96522	CIP2024-03 IP FINAL	54921	\$134,735.00	8/26/24	*RETENTION	\$6736.75 = \$127998.25
46	1032	PAVEMENT REHAB CO	96527	CIP2024-03 IR FINAL	RETENTION	-\$6,736.75	8/26/24		
47	1033	QUADIENT	97007	2128		\$94.35	8/15/24		
48	1034	RASA	96976	5812	54976	\$525.00	8/11/24		
49	1035	SCA OF CA	96865	158462PS	54811	\$31,019.58	8/31/24		
50	1036	SDCFCA	97053	7012024		\$60.00	8/1/24		
51	1037	SEDANO FORD	97062	20491909	54895	\$268.33	8/18/24		
52	1037	SEDANO FORD	96697	242087	54895	\$100.00	8/29/24	\$368.33	
53	1038	SHOW STOPPER WAX	96698	6425	54896	\$28.02	8/31/24		
54	1039	SITE ONE	96891	144407146-001	54925	\$240.24	8/15/24		
55	1040	SPECIALTY DOORS OF CA	97061	7172024	54985	\$8,843.15	8/17/24		
56	1041	STANDARD ELECTRONICS	96849	1589	54879	\$2,268.84	8/30/24		
57	1042	STAPLES	96970	6007332752	54869	\$26.93	8/23/24		
58	1043	STEVEN SMITH LANDSCAPING	96895	2144	54812	\$435.44	8/26/24		
59	1044	TRILOGY MEDWASTE	97054	1595156	54913	\$155.42	8/30/24		
60	1044	TRILOGY MEDWASTE	97055	1595157	54913	\$155.31	8/30/24	\$310.73	
61	1045	VELOCITY TRUCK CNTRS	96700	XA290200066:01	54903	\$28.44	8/26/24		
62	1046	WETMORES	96701	06P90446	54905	\$16.56	8/31/24		
63	1047	ZOLL MEDICAL CORP	97057	4021553	54817	\$4,967.88	8/30/24		\$255,146.81 SUBTOTAL
*IN EDEN, TEREZ AND CHRISTINA TO APPROVE*									
1	1048	COUNTY OF SD - SHERIFF'S DEPT	97031	25CTOFSASN01	54908	\$1,888.00	9/1/24		
2	1048	COUNTY OF SD - SHERIFF'S DEPT	97067	25CTOFSASN01	54922	\$2,714.00	9/1/24	\$4,602.00	
3	1049	EDWARD PATTERSON	96495	09012024-225		\$130.36	9/1/24		
4	1050	ELLISON WILSON ADVOCACY	96573	2024-08-07	54917	\$1,500.00	9/1/24		
5	1051	JUDI CARROLL	96493	09012024-96		\$135.11	9/1/24		
6	1052	LYNNE ST JOHN	96496	09012024-78		\$135.37	9/1/24		
7	1053	SD HUMANE SOCIETY	96633	24-Aug	54959	\$38,674.00	9/1/24		
8	1054	SYLVIA CLAYTON	96494	09012024-340		\$141.39	9/1/24		\$45,318.23 SUBTOTAL
*NOT IN EDEN*									
1	1055	BBK		Legal Svcs July 2024		\$107,595.87	8/28/24		
2	1056	CORODATA		RS7009045	REQ 25308	\$795.21	8/30/24		
3	1033	QUADIENT		Q1419121	54988	\$1,267.42	8/30/24	\$1,361.77	
4	1057	SDGE		0079900685777; AUG24		\$21,047.43	9/4/24		
5	1057	SDGE		0034223805628; AUG24		\$251.37	9/4/24	\$21,298.80	
6	1058	VERIZON		9971162246		\$953.51	9/2/24		\$131,910.81 SUBTOTAL
							82 INVOICES		\$462,641.88 TOTAL

TCE 8-28-24  
CC 8/28/24

**MEETING DATE** September 11, 2024

**ITEM TITLE** RESOLUTION AUTHORIZING AN INCREASE TO THE MAXIMUM ANNUAL PURCHASE OF OFFSITE COMMERCIAL FLEET FUEL UTILIZING THE WEX FLEET CARD PROGRAM, PER SOURCEWELL CONTRACT NO. 080620-WEX

**DIRECTOR/DEPARTMENT** Justin Matsushita, Fire Department *AB FOR JM*

**SUMMARY**

On August 10, 2022, the Council adopted a resolution authorizing the use of Sourcewell WEX Bank Fleet Card and Related Services Contract No. 080620-WEX for the offsite fleet fueling of City vehicles.

Santee Municipal Code (SMC) Section 3.24.180 requires City Council approval of all contracts exceeding \$50,000 in any single fiscal year. SMC Section 3.24.100(B) authorizes the City to join with other public jurisdictions in cooperative programs as determined by the purchasing agent to be in the City's best interest. In June 2020, Sourcewell, a State of Minnesota local government agency and service cooperative, issued Request for Proposals (RFP) #080620 for Fleet Payment Solutions with Related Services. Based on evaluation criteria including pricing, breadth and quality of products, customer support and ability to sell and deliver services, WEX Bank was awarded Contract #080620-WEX for an initial term through September 7, 2024, and Sourcewell has extended Contract #800620-WEX through September 7, 2025. The purchasing agent and fleet manager have determined continued utilization of Contract #080620-WEX would be in the City's best interest.

The initial estimated annual expenditure for offsite fleet fueling of City vehicles under this contract was \$144,000, based on the FY 21-22 fuel use, and during this time, Station 5 apparatus and medic units refueled from Station 5's above-ground bulk fuel tanks. However, due to new more restrictive ordering requirements for bulk fuel, the above-ground tanks at Station 5 now serve as an emergency reserve, and the Station 5 apparatus and medic units are also fueling offsite. The revised annual estimated expenditure for offsite fleet fueling is \$245,000, based on current fuel use, and includes the Station 5 apparatus and medic units. While this does reflect a significant increase in the offsite fueling expense, that increase will be partially offset by a savings associated with the purchase of less bulk fuel.

**FINANCIAL STATEMENT** *MSB*

Funds are available in the FY 24-25 Fire Department Fleet Maintenance and Emergency Medical Services budgets.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** *MSB*

1. It is recommended that the Council authorize increasing the maximum annual expenditure for the offsite fueling of City vehicles from \$144,000 to \$245,000 per continued utilization of the WEX Fleet Card Program, per Sourcewell Contract #080620-WEX; and
2. Authorizes the City Manager to execute all related documents.

**ATTACHMENT**

Resolution



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

**RESOLUTION AUTHORIZING AN INCREASE TO THE MAXIMUM ANNUAL PURCHASE OF OFFSITE COMMERCIAL FLEET FUEL UTILIZING THE WEX FLEET CARD PROGRAM, PER SOURCEWELL CONTRACT NO. 080620-WEX**

**WHEREAS**, on August 20, 2022, the Council adopted a resolution authorizing the use of Sourcewell WEX Bank Fleet Card and Related Services Contract No. 080620-WEX for the offsite fleet fueling of City vehicles through September 2024; and

**WHEREAS**, Santee Municipal Code Section 3.24.100 (B) authorizes the City to join with other public jurisdictions in cooperative programs as determined by the purchasing agent to be in the City's best interest; and

**WHEREAS**, in June 2020, Sourcewell, a State of Minnesota local government agency and service cooperative, issued Request for Proposals (RFP) #080620 for Fleet Payment Solutions with Related services using a competitive request for proposals process; and

**WHEREAS**, based on evaluation criteria including pricing, breadth and quality of products, customer support and ability to sell and deliver services, WEX Bank was awarded Contract #080620-WEX for an initial term through September 7, 2024 and per contract terms have extended the contract through September 7, 2025; and

**WHEREAS**, the purchasing agent and the fleet manager have determined continued utilization of Contract #080620-WEX would be in the City's best interest; and

**WHEREAS**, the initial estimated annual expenditure for offsite fleet fueling of City vehicles under this contract was \$144,000, based on the FY 21-22 fuel use, which during this time, Station 5 apparatus and medic units refueled from Stations 5's above-ground bulk fuel tanks; and

**WHEREAS**, due to more restrictive bulk fuel ordering requirements, the above-ground tanks at Station 5 now serve as an emergency reserve, and the Station 5 apparatus and medic units are fueling offsite; and

**WHEREAS**, the revised annual estimated expenditure for offsite fleet fueling is \$245,000 based on current fuel use, and the increase will be partially offset by the savings associated with the purchase of less bulk fuel.

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

1. Authorizes increasing the maximum annual expenditure for the offsite fueling of City vehicles from \$144,000 to \$245,000, per continued utilization of the WEX Fleet Card Program, per Sourcewell Contract #080620-WEX; and
2. Authorizes the City Manager to execute all related documents.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 11<sup>th</sup> day of September 2024, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**JOHN W. MINTO, MAYOR**


**ATTEST:**

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**JAMES JEFFRIES, INTERIM CITY CLERK**

**MEETING DATE** September 11, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF INC., FOR SPECIALIZED PLANNING SERVICES AND FINDING THIS ACTION IS NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15378

**DIRECTOR/DEPARTMENT** Sandi Sawa, Planning & Building Department 

**SUMMARY**

One of the City of Santee (City)'s strategic goals is to continue providing high quality municipal services. To help fulfill this goal, the Planning Division is in need of public counter support and as-needed project review support for billable developer deposit projects while planning positions are being filled, particularly the Development Services Technician position which provides main public counter support. The City has also been mandated to update the Open Space Element under Assembly Bill 1425 by January 1, 2026.

Due to the increased workload, the City has a need for supportive and specialized professional planning services. As such, a Request for Proposals (RFP) #24/25-40036 for professional planning services was advertised on April 15, 2024, and closed May 15, 2024. The purpose of the RFP was to determine available providers for services and to affirm costs. Upon acceptance of four proposals and interviews with each consultant, staff identified 4Leaf Inc. (4Leaf) for Planning Division support services. On June 27, 2024, the City Manager approved an agreement with 4Leaf for professional planning services agreement ("Agreement") in the amount of \$25,000 for Fiscal Year (FY) 2024-2025 primarily for immediate on-site staffing support.

To provide planning support beyond the initial Agreement amount, including continued on-site staffing support, billable developer deposit-based project support, and services related to the preparation of the Open Space Element, Staff is requesting authorization for a First Amendment to the Agreement. The First Amendment would include billing rates negotiated with 4Leaf and would extend the initial term of the Agreement to three (3) years with the option to extend for one (1) subsequent year. The FY 2024-2025 Operating Budget includes an appropriation of \$25,000 in the Planning Division Budget for professional consultant staffing services and an appropriation of \$156,000 for professional consultant services related to the preparation of the Open Space Element. The proposed First Amendment would establish a not-to-exceed sum of \$225,000 for FY 2024-2025, which includes funding from current appropriations to the Planning Division Budget. The remaining amount of the contract would be used for planning services provided for developer deposits.



**ENVIRONMENTAL REVIEW**

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

**FINANCIAL STATEMENT** *HF*

A portion of this contract, \$181,000 (\$156,000 and \$25,000) is provided in the Fiscal Year 2024-2025 Planning Operating Budget, Expert and Consulting Services. Other charges, \$44,000, will be paid from individual developer deposits. The \$225,000 authorization for future fiscal years within the three-year term of the Agreement (FY 2025-2026 and FY 2026-2027) would be for non-developer deposit services, if Council appropriates the funding, and developer deposit services.

**CITY ATTORNEY REVIEW**    N/A    Completed

**RECOMMENDATION** *MSB*

Adopt Resolution:

1. Authorizing the First Amendment extending the initial agreement term from one year to three years, through September 11, 2027, with the option to extend one (1) subsequent year; and
2. Authorizing the increase of the Professional Service Agreement annual not to exceed amount from \$25,000 to \$225,000 which includes on-site Planning Division support, adding billable developer deposit-based project support, and adding services related to the preparation of the Open Space Element; and
3. Authorizing the City Manager to execute all necessary documents for the professional services agreement on behalf of the City.

**ATTACHMENTS**

- Resolution
- First Amendment
- Original Agreement



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH 4LEAF INC., FOR SPECIALIZED PLANNING SERVICES**

**WHEREAS**, one of the City of Santee's strategic goals is to continue providing high quality municipal services; and

**WHEREAS**, the City has a need for specialized professional planning services in keeping with this goal; and

**WHEREAS**, a Request for Proposals (RFP #24/25-40036) for professional planning services to ensure high quality consultant services at a reasonable cost was advertised on April 15, 2024, and closed May 15, 2024; and

**WHEREAS**, based on proposals from four consultants for professional planning services and scoring from interviews of those consultants 4Leaf Inc. (4Leaf) was recommended as the top consultant to provide support to the Planning Division; and

**WHEREAS**, on June 27, 2024, the City Manager approved an agreement with 4Leaf for professional planning services ("Agreement") in the amount of \$25,000 for Fiscal Year 2024-2025 primarily for immediate on-site staffing support to the Planning Division; and

**WHEREAS**, in accordance with SMC Section 3.24.180, City Council approval is required for Professional Services Agreements and amendments thereto if the cumulative amount exceeds \$25,000.00 in any fiscal year; and

**WHEREAS**, the City desires to amend the Agreement with 4Leaf for professional planning services for an annual amount not to exceed \$225,000 for a three (3) year term (ending September 11, 2027) that includes on-site Planning Division support, billable developer deposit-based project support, and services related to the preparation of the Open Space Element; and

**WHEREAS**, the Fiscal Year 2024-2025 Operating Budget includes an appropriation of \$25,000 in the Planning Budget for professional consultant staffing services in support of general planning services, including on-site functions; and

**WHEREAS**, the Fiscal Year 2024-2024 Operating Budget includes an appropriation of \$156,000 in the Planning Budget for professional consultant services related to the preparation of the Open Space Element Update; and

**WHEREAS**, \$44,000 is needed for planning services related to projects that are funded by developer deposits; and

**WHEREAS**, the Agreement is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378; and

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

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

1. Authorizes the First Amendment extending the initial agreement term from one year to three years, through September 11, 2027, with the option to extend one (1) subsequent year; and
2. Authorizes the increase of the Professional Service Agreement annual not to exceed amount from \$25,000 to \$225,000 which includes on-site Planning Division support, adding billable developer deposit-based project support, and adding services related to the preparation of the Open Space Element; and
3. Authorizes the City Manager to execute all necessary documents for the professional services agreement on behalf of the City.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 11<sup>th</sup> day of September, 2024, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**JAMES JEFFRIES, INTERIM CITY CLERK**



**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF SANTEE AND 4LEAF, INC.**

This First Amendment (“Amendment”), dated this \_\_\_\_ day of \_\_\_\_\_, 2024, for reference purposes only, is entered into by and between the City of Santee, a California charter city (“City”) and 4Leaf, Inc., a California corporation (“Consultant”). City and Consultant are sometimes referred to in this Amendment individually as a “Party” and collectively as the “Parties.” This First Amendment is entered into in light of the following recited facts (each a “Recital”).

**RECITALS**

A. City, under the Professional Services Agreement dated June 27, 2024 (“Agreement”), retained the services of Consultant to provide specialized planning services.

B. The City and Consultant now desire to amend the Agreement to modify the Schedule of Charges (Exhibit “B”), Compensation, and Term of Agreement and Time of Performance. The changes to the Schedule of Charges reflect reduced rates compared to the Original Agreement. The modification to Compensation (Section 2.b. of the Agreement) reflects a revised not-to-exceed annual sum of \$225,000.00 for the term of the agreement. The modification to Term of Agreement and Time of Performance (Section 3 of the Agreement) reflects a new Agreement term of three (3) years with an expiration date of September 11, 2027 and the option for a one (1) year extension.

C. This First Amendment is authorized pursuant to Section 4 and 14 of the Agreement.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

**TERMS**

1. SCHEDULE OF CHARGES: The Schedule of Charges of the Agreement (Exhibit “B”) is hereby amended and replaced by the Schedule of Charges (AMENDED), attached to this Amendment as Exhibit “B” and incorporated into this Amendment by this reference.

2. COMPENSATION: Section 2.b of the Agreement is hereby amended to the not-to-exceed annual sum of \$225,000.00.

3. TERM OF AGREEMENT AND TIME OF PERFORMANCE: Section 3 of the Agreement is hereby amended to extend the end of the period of performance to three (3) years, until September 11, 2027, with the option for a subsequent one (1) year extension.

4. CONTINUING EFFECT OF AGREEMENT: Except as amended by this First Amendment all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

CITY OF SANTEE

4Leaf, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Marlene D. Best  
City Manager

Print Name: \_\_\_\_\_

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

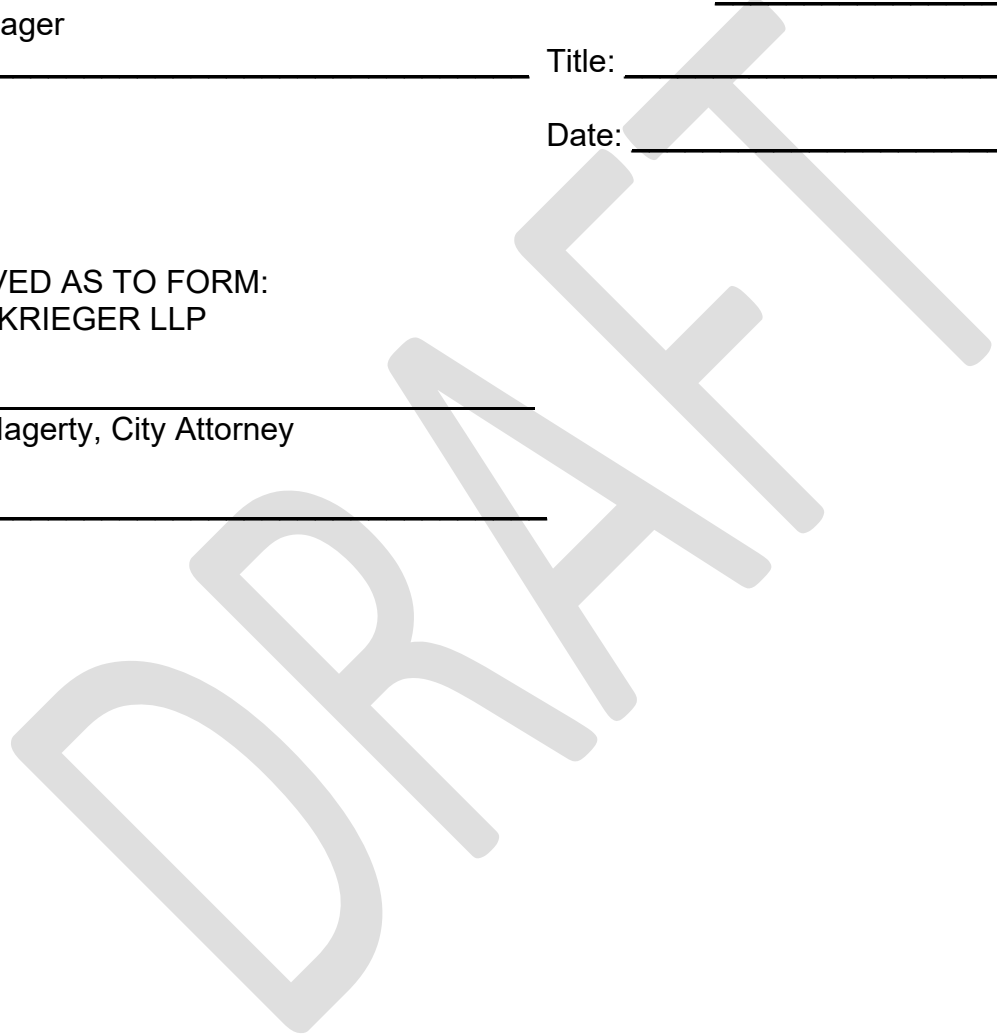
Title: \_\_\_\_\_

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

APPROVED AS TO FORM:  
BEST & KRIEGER LLP

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

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



**EXHIBIT B**

**SCHEDULE OF CHARGES  
(AMENDED)**

DRAFT



**4LEAF, INC.**

CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

## **FEE SCHEDULE**

### **FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES**

**For the City of Santee Planning Services**

**All Rates are Subject to Basis of Charges**

#### **Planning**

Planning Director .....	\$200/hour
Planning Manager .....	\$170/hour
Principle Planning .....	\$160/hour
Senior Planner.....	\$150/hour
Associate Planner.....	\$120/hour
Assistant Planner.....	\$100/hour
Planning Technician .....	\$85/hour
Administration Assistant .....	\$65/hour

\*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel. The rates listed in this fee schedule are valid for one (1) year from the effective date of contract.

#### **BASIS OF CHARGES**

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- ☐ All invoicing will be submitted monthly.
- ☐ Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- ☐ Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- ☐ Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- ☐ Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- ☐ All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- ☐ Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- ☐ All plan review services will be subject to 2-hour minimum fee.
- ☐ Plan review services are billed on a percentage basis & include the initial review and 2 rechecks.
  - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
  - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.



**4LEAF, INC.**

CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

- ☐ 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027
- ☐ Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1<sup>st</sup> 8-hour Sun)* *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- ☐ Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- ☐ Work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- ☐ Mileage driven during the course of Inspections will be charged at cost plus 20%.
- ☐ Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SANTEE  
AND  
4LEAF, INC.**

This Agreement for Professional Services ("Agreement") is made and entered into this 27<sup>th</sup> day of June, 2024, by and between the City of Santee, a California charter city ("City") and 4LEAF, Inc., a California corporation. City and Consultant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. City is a charter city and is in need of professional services for the following project: Professional Planning Services ("the Project").
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties desire to establish the terms for the City to retain the Consultant in order to provide the services described herein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. Services**

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.

**2. Compensation**

- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$25,000.00. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

- c. Each month Consultant shall furnish City with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.
- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

**3. Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner. Work shall commence upon authorization from the City. The term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both City and Consultant.

**4. Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, a change in the scope of the work shall be processed by the City in the following manner: (1) a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**5. Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by

Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

**6. Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

**7. Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

**8. Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

**9. Delays in Performance**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**10. Compliance with Law**



- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

**11. Standard of Care**

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**12. Assignment and Subconsultants**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**13. Independent Consultant**

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

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

**14. Integration**

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**15. Insurance**

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury (including death) and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per Project
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent Consultants Coverage

- (10) Sexual Misconduct Coverage, with no applicable sublimit
  - (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
  - (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.
- b. Automobile Liability
- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
  - (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
  - (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.
- c. Workers' Compensation/Employer's Liability
- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
  - (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
  - (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
  - (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work

contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance

e. Pollution/Asbestos Legal Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein.
- (ii) The Consultant, along with all employees, agents and subconsultants who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

h. Evidence of Insurance Required

- (i) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

j. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

k. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

**16. Indemnification**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated

investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

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

**17. Confidentiality**

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

**18. Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.



**19. Termination or Abandonment**

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

**20. Organization**

Consultant shall assign Marcus Johnson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

**21. Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:  
Name: Marlene Best  
Title: City Manager  
City of Santee  
10601 Magnolia Avenue  
Santee, CA 92071

CONSULTANT:  
Attn: Marcus Johnson  
Title: Director  
4LEAF, Inc.  
402 West Broadway, Suite 400  
San Diego, CA 92101

**22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

**23. Severability and Waiver**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

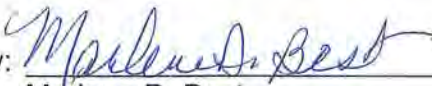
**24. Non-discrimination**

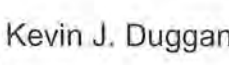
Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE:

CONSULTANT:

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

By:   
\_\_\_\_\_  
Kevin J. Duggan  
President

Digitally signed by Kevin J. Duggan  
Date: 2024.06.28 11:48:18 -07'00'

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

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

**EXHIBIT 'A'**  
**SCOPE OF SERVICES**



## Planning Services

Our Planners possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce the City’s vision. We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to planning development applications. We transpose our findings into informative, concise, and simple to understand staff reports and environmental compliance documentation. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work collaboratively with other City departments and agencies, including regional and state agencies, to ensure that the highest levels of review and feedback are achieved.



4LEAF Planners will arrive on-site with a positive attitude and will make every attempt to move projects forward to achieve successful outcomes. We are creative in our approach and can develop alternative methods to achieve the best outcome for the communities, agencies, and applicants. The Planning Division at 4LEAF is responsible for integrating staff seamlessly into city and county jurisdictions where we are routinely called upon to supplement vacancies and staff shortages. We also provide staff augmentation services when projects require focused processing and

management of a variety of land use applications for compliance with land development codes and general, adopted area, and specific plans.

4LEAF’s Planning duties include the development of submittal forms to meet statutory requirements, responding to planning and zoning inquiries on an information hotline and front counter as applicable, and conducting site inspections and property research to support application processing and public meetings. Additionally, our team evaluates development proposals for the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA).

### Planning

- |   |                              |
|---|------------------------------|
| • Current Planning                          | • Site Inspections           |
| • Phase I & II Environmental Assessment.    | • Application Processing     |
| • CEQA Review                               | • Developing Submittal Forms |
| • Initial Studies                           | • Property Research          |
| • Environmental Impact Reports (EIR)        | • Land Use Applications      |
| • Emer. Ordinance & Policy Drafting         | • Design Review              |
| • Review for Rebuilds and Temporary Housing | • Cannabis Regulations       |
| • Housing & Safety Elements                 | • Long-Range Planning        |

### **Current Planning (Counter Intake and Project Review)**

4LEAF’s Planning duties include ensuring the project team quickly and effectively becomes familiar with City



regulations. This approach minimizes the time needed for our Planning Team to become effective answering questions at the Planning Counter regarding Planning application and Environmental Review requirements as well as conducting Project review. This approach ensures cost and time effectiveness of our provision of services to the City and is a foundational principal in our Planning Team’s approach as detailed below.

**Project Application Processing**

The Counter Planning Technician is an important and vital member of the Planning Team. They will be the first person most applicants and public will encounter at the Planning Counter and will be professional, informative, and able to be appropriately empathetic with applicants in the regulatory compliance context. They will be responsible for application intake and project file creation, establishing the project review calendar, including completeness review pursuant to the Permit Streamlining Act (Government Code § 65920 et seq.).



Our team will use the existing submittal forms and advise the City of potential need for updates to keep pace with the many recent changes to Planning and Housing regulations. The Planning Technician will work with the City and 4LEAF management and planners to ensure staff assignments are confirmed for all Planning applications received. Our Planning Technician has confidence in coming up to speed quickly and providing information over the phone, via email, and assisting with project updates to the City website. Being diligent to, taking in and reviewing project applications for applicant notification of commencement of environmental review or a need for additional materials to be submitted for the City to determine the application complete.

The 4LEAF Planning and Environmental team is composed of experienced Supervisors and Senior level project managers, Associate and Assistant Planners, and Planning Technicians. Our Project Case Planners are assigned cases by the Supervisor or Project Manager in coordination with City staff. Project review assignments will be made to our Planning team depending on the complexity of the project and the applicable experience of the Planner assigned. Our project management approach serves to maximize team ability to process applications effectively from compliance and environmental review to design review and decision-maker hearings. This approach also ensures that our Planning Team is assigned the appropriate number of projects suited to their experience and qualifications, thereby realizing cost and time effective management as part of our approach.

**Planning Review Process**

Our Planning team members will come to the City informed by our prior experience processing a range of project types: from mixed use commercial and residential projects, hotels, commercial, industrial uses, energy permitting and environmental. Our housing project review experience includes new, rebuilding, and temporary housing. Our planners understand compliance with a range of new legislation adopted by the Governor since 2017 aimed at addressing the statewide housing shortage at the local level. 4LEAF understands the City is looking for experienced Planning personnel. 4LEAF provides qualified and knowledgeable staff to perform applicant-initiated applications as assigned, including conformance reviews, discretionary case processing, project management, staff report preparation, review of conditions of approval,





and attendance at required meetings for the Planning Commission and City Council.

Our Planning Team provides project review such as:

- 4LEAF will conduct preliminary review of applications during the 30-days of application completeness review pursuant to the Permit Streamlining Act (Government Code Sections 65920, et seq.).
- During review of applications, assess project descriptions for CEQA determination whether adequate information is provided to allow an assessment of environmental effects consistent with the in applications for consistency with County requirements and notify the applicant.
- Projects deemed to have a complete application, which are not deemed Exempt from CEQA review, shall undergo preparation of the following CEQA documents, consistent with CEQA: Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR).
- Tasks may include 4LEAF peer review of Phase I & II Hazardous Substances reports, Stormwater Pollution and Prevention plans (SWPPP), Groundwater, Air Quality monitoring for both the Planning and Public Works departments.
- Provide responses to public inquiries via telephone, email, mail or in person regarding applications.
- Applicants will be notified of any additional information or studies required to ensure a complete project description is provided prior to the application being deemed complete.
- During initiation of project level environmental review, outreach will be conducted to adjacent local and responsible agencies for air quality, water quality, transportation planning, and tribal consultation as warranted.
- Peer review services will be provided by qualified 4LEAF staff and entail reviewing applicant prepared technical studies and tribal consultation letters submitted with project applications when needed. Depending on the environmental review scope, 4LEAF will partner with qualified experts to provide as needed technical studies.
- 4LEAF will provide ministerial review and usher entitlement reviews through discretionary review by decision makers. This review assesses project applications for the appropriate permits and plan amendments for compliance with the City's General Plan and Housing Element, the Zoning Code, State housing requirements, the Subdivision Map Act, Design Guidelines, and applicable objective design guidelines or specific plan requirements.
- Confer with and provide information to property owners, contractors, developers, engineers, architects, and the public regarding conformance to standards, plans, specifications, and codes.
- Prepare staff reports, resolutions, ordinances, and conditions of approval and give oral presentations to the Planning Commission, City Council, and various committees and commissions, and attend evening meetings as required.





- Analyze data for economic, social, environmental, and physical factors affecting land use and prepare environmental documents for public review and adoption.
- Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload while maintaining quality work products, meeting timelines, and staying within budget.
- Process and review City permits, Plan Checks, Zoning Clearances, Master Sign Programs, Administrative Permits, Minor and Major Use Permits, Design and Site Review, Variances, Tree Removal Permits, Tentative Maps, Zoning Map Amendments, and General Plan and Development Code Amendments.

### **Long-Range Planning**

Our long-range Planning team helps cities draft General Plans, policies, and programs designed to guide their physical design and development. We have over 30 years of experience preparing housing elements, general plans, specific and area plans, and environmental documents in diverse types of ecological, land use, and socioeconomic settings. Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create a plan that is contextual and implementable, and meets the requirements and needs of the community. Our approach to



every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Updating a City's General Plan represents a unique opportunity for a community to update and better define its vision and guiding principles for the future, update policy to meet community needs and State requirements, and create easy-to-use and responsive plans that will help achieve a desired vision and goals. Our Planning team has developed a comprehensive project approach that includes an intimate knowledge of a community's specific political and cultural setting, extensive and inclusive community outreach and engagement, comprehensive planning and community design, integrated environmental review, expert scheduling and budget management, and effective implementation tools.

The team would work with City staff, residents, neighborhood and business groups, developers, and other community stakeholders to help the City achieve its goals. Our long-range Planning Team can:

- Update and implement General Plans, including Housing Elements, Safety Elements
- Prepare and update Community Plans and Specific Plans
- Prepare plans for specific opportunity areas within the City. These plans may focus on economic or employment development, neighborhood design or enhancement, transit, mixed-uses, or a combination
- Prepare, update, and implement a City's Climate Action Plan
- Update the Zoning Ordinance to improve the planning process and development standards
- Organize community programs and outreach events



## Housing Planning

4LEAF Planning specializes in advanced and housing planning services, offering comprehensive solutions tailored to meet the evolving needs of communities. With a keen focus on implementing critical programs outlined in the 2023-2031 Housing Element of the General Plan, as well as adhering to the City's Below Market Rate Housing Ordinance, our team is adept at navigating complex regulatory landscapes to ensure successful outcomes. We excel in facilitating both private and public development opportunities, providing invaluable support throughout the entire project lifecycle—from conceptual review and site plan assessment to permit processing and beyond. Drawing upon extensive experience, we seamlessly integrate Department of Housing and Urban Development (HUD) and Department of Housing and Community Development (HCD) policies and regulations into our strategic planning approach. Our meticulous attention to detail extends to reviewing applications for completeness and consistency with local, state, and federal regulations, guaranteeing compliance and mitigating potential challenges. Our Planning Team has the expert guidance and unparalleled expertise in advancing housing initiatives and fostering sustainable community development.



In addition, 4LEAF leads the Napa Sonoma Collaborative, an ABAG-supported technical assistance effort funded by Regional Early Action Planning (REAP) grants. The Collaborative assists 16 jurisdictions in Napa and Sonoma counties with Housing Element updates and implementation. 4LEAF convenes regional stakeholders, guides fair housing analysis, and delivers presentations on legislative updates and planning to City Councils, Boards of Supervisors, and Planning Commissions (see <https://napa-sonoma-collaborative-housing-connect-rincon.hub.arcgis.com/>).

## Environmental Review Services

Our team evaluates the General Plan, Zoning, Subdivision regulations consistency and environmental impacts of private and public development proposals and coordinates with other divisions to ensure compliance with City standards are met with new development. 4LEAF will prepare the Project Description for review by the City and applicant. The Project Description is an important first step in the project as it defines the project for review for Exemption from environmental review, or whether an Initial Study should be prepared. The Initial Study technical analysis will assess the project's potential effects on the environment and existing uses as compared to the existing baseline condition.

The Project Description is an important first step in the project as it defines the project for review in the Initial Study. It also provides an important opportunity to revise the project to address environmental issues. The Initial Study technical analysis will assess the potential for the proposed project and the potential effects on the environment and existing uses from the proposed project as compared to the existing baseline condition.

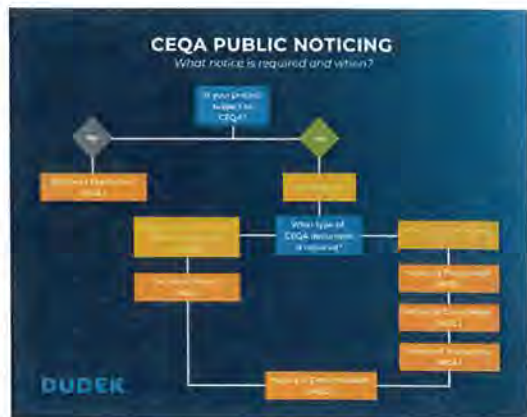




The purposes of an Initial Study, as detailed in the CEQA Guidelines § 15063(c)(2) (Initial Study) (Purposes), are to ensure:

- Provision to the Lead Agency [City] with information to use as the basis for deciding whether there is ample support in the public record to support a Negative Declaration (ND) or with mitigation to prepare a Mitigated Negative Declaration (MND).
- Enable an applicant or Lead Agency to modify the project, mitigating adverse impacts and thereby enabling the project to qualify for a ND as detailed in CEQA Guidelines, or
- Whether there is evidence in the entire project record that significant environmental effect(s) would result from implementation of the project and that an Environmental Impact Report shall be prepared.

4LEAF has broad experience managing a range of subconsultants providing technical studies to inform Environmental Review services for resource areas not provided in-house. These resource areas for example include biological resources, cultural and historic resources, and complex traffic and Vehicle Miles Travelled (VMT) analyses. Our Planning team will coordinate with the City to ensure appropriate subconsultants are identified for each project, either on the City's Qualified Consultant's List or our current partner firms who are qualified to be added to the City's list. 4LEAF's Planning Team is also experienced preparing both Requests for Proposals and



Qualifications for technical planning subconsultants. Our Planning Team provides full environmental compliance services from beginning to completion. This encompasses site visits at project initiation and for monitoring for compliance with approved conditions of project approval and environmental mitigation reporting (MMRP), and at the request and authorization by the City.

### Project Meeting and Committees

4LEAF recognizes the importance of clear and consistent communication and places a high value on ensuring mutual understanding throughout the project. To achieve this, the 4LEAF team will meet with City staff, including City Councilmembers, Planning & Transportation Commission, Economic Development Advisory Commission, Zoning Administrator, Downtown Advisory Committee, various businesses and associations, and other committees necessary throughout the project to refine the scope of work as needed. Our Planning team will facilitate discussions with the City and organizations involved about project goals, potential outreach and engagement techniques, site opportunities and constraints, relevant background information and documents for site conditions, project schedule, and project management protocols. Community concerns relevant to the sites will be discussed, as well as community-based organizations and stakeholders.





## Training

4LEAF planners will assess existing training protocols and manuals currently being utilized by the City and recommend necessary updates based on required legal statutes and best practices, if applicable. Planning and environmental training opportunities will be scheduled appropriately and on an as-needed basis as updates to the General Plan and Zoning Ordinance or as planning entitlements are being processed for public hearing reviews. 4LEAF anticipates that training to city staff, City Council and Planning Commission will be a customized approach based on timing of these specific updates or individual land use projects of special interest or as the City implements strategic planning goals. As to a broader approach of training efforts, the Project team will recommend and assist with the coordination of training materials, courses, webinars, or conferences that may better familiarize these parties with planning and environmental regulation, laws, and best practices.



**EXHIBIT 'B'**  
**SCHEDULE OF CHARGES**





**4LEAF, INC.**

CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

**Planning**

Planning Director .....	\$205/hour
Planning Manager .....	\$175/hour
Senior Planner.....	\$160/hour
Associate Planner.....	\$140/hour
Assistant Planner.....	\$100/hour
Planning Technician .....	\$85/hour

**Code Enforcement**

Code Enforcement Director .....	\$165/hour
Code Enforcement Manager.....	\$145/hour
Senior Code Enforcement Officer.....	\$115/hour
Code Enforcement Officer II.....	\$95/hour
Code Enforcement Officer I .....	\$85/hour

\*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel. The rates listed in this fee schedule are valid for one (1) year from the effective date of contract.

**BASIS OF CHARGES**

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- Plan review services are billed on a percentage basis & include the initial review and 2 rechecks.
  - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
  - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027



## 4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

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- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1<sup>st</sup> 8-hour Sun)* *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- Work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

**MEETING DATE** September 11, 2024

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA RECEIVING THE 2024 CITY OF SANTEE DEVELOPMENT IMPACT FEE REPORT AND MAKING CERTAIN FINDINGS BASED ON THAT REPORT PURSUANT TO THE SANTEE MUNICIPAL CODE AND THE CALIFORNIA GOVERNMENT CODE

**DIRECTOR/DEPARTMENT** Heather Jennings, Finance 

**SUMMARY**

In May 2023, the City Council adopted Ordinance 612. Ordinance 612 amended Santee Municipal Code Chapter 12.30, the City's Development Impact Fee and Dedication Ordinance. Ordinance 612 requires the Director of Finance to annually prepare, and make available to the public, a report on Santee's impact fees. It also requires the Director of Finance to present the report to the City Council along with any required findings based on the report,

The Director of Finance has satisfied her obligations under Ordinance 612 by preparing and making available to the public the 2024 City of Santee Development Impact Fee Report (Impact Fee Report) attached to the Resolution included with this item. In compliance with California Government Code section 66006(b)(2), the Impact Fee Report has been posted for more than 15 days prior to this meeting and all required mailed notice has been provided. The Director of Finance will provide a summary of the Impact Fee Report at the meeting.

**ENVIRONMENTAL REVIEW**

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378, this action is not a project under CEQA as it involves an administrative activity of government without the potential of a significant impact on the environment.

**FINANCIAL STATEMENT**

There is no financial impact with the presentation of the report. The report is for informational purposes only.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** 

Adopt the attached Resolution receiving the 2024 City of Santee Development Impact Report and making certain findings based on that Report pursuant to the Santee Municipal Code and the California Government Code.

**ATTACHMENT**

Resolution (with Impact Fee Report attached)



RESOLUTION NO. \_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
RECEIVING THE 2024 CITY OF SANTEE DEVELOPMENT IMPACT FEE REPORT  
AND MAKING CERTAIN FINDINGS BASED ON THAT REPORT PURSUANT TO THE  
SANTEE MUNICIPAL CODE AND THE CALIFORNIA GOVERNMENT CODE**

**WHEREAS**, in 2019, the City Council adopted Ordinance 565, establishing the current development impact fees (Impact Fees) applicable to new development projects in Santee pursuant to Santee Municipal Code Chapter 12.30; and

**WHEREAS**, in May of 2023, through Ordinance 612, the City Council amended Santee Municipal Code section 12.30.140 to require that the Director of Finance provide the City Council with an annual report regarding the City's Impact Fees and take certain other actions as specified in Section 12.30.140; and

**WHEREAS**, the Director of Finance has timely prepared and released for public review, not less than 15 days before this regular Santee City Council meeting, the 2024 City of Santee Development Impact Fee Report (Impact Fee Report), attached to this Resolution as Exhibit "A" and incorporated into this Resolution by this reference; and

**WHEREAS**, the Director of Finance has used the Impact Fee Report to prepare the findings for the City Council's consideration and recommended adoption under California Government Code section 66001(d)(1) and (2) as required by Santee Municipal Code section 12.30.140.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Santee, California, that the City Council hereby finds, determines, and resolves as follows:

**Section 1.** That the foregoing recitals and determinations are true and correct and are incorporated into this Resolution by this reference.

**Section 2.** That the City Council, at a public meeting, reviewed the following information as to each of the City's Impact Fees, as reflected in the Impact Fee Report, as required by California Government Code sections 66006(b)(1) and (2):

- (A) A brief description of the type of fee in the account or fund (Impact Fee Report, Section II);
- (B) The amount of the fee (Impact Fee Report, Section III and Attachment 8);
- (C) The beginning and ending balance of the account or fund (Impact Fee Report, Section II and Attachments 1-7);
- (D) The amount of fees collected and the interest earned (Impact Fee Report, Section II and Attachments 1-7);
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees (Impact Fee Report, Section VI and Attachment 9);
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that



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

sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Section 66001(a)(2), and the public improvement remains incomplete (Impact Fee Report, Section VII);

- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Impact Fee Report, Section VIII); and
- (H) The amount of refunds made pursuant to Section 66001(e) and any allocations pursuant to Section 66001(f) (Impact Fee Report, Section VIII).

**Section 3.** That the City Council, at a public meeting, has reviewed the following information, as supported by the Impact Fee Report, and hereby makes the following findings for all unexpended funds remaining in the Impact Fee accounts reflected in the Impact Fee Report:

- (A) The purpose of each of the City's fees is described in Section II and supported by a financial summary provided in Section II of the Impact Fee Report for each account. In addition, the purpose to which each fee is to be put is described in Santee Municipal Code Chapter 12.30. The City Council finds that those purposes remain valid, appropriate and necessary.
- (B) There is a demonstrated reasonable relationship between the fee and the purpose for which it is charged. Information supporting this finding is provided in Section II and Sections 1(0) and (E) of the Impact Fee Report and is also established pursuant to Santee Municipal Code sections 12.30.020(8)-(F). The City Council finds that for each Impact Fee there is a reasonable relationship between the fee and the purpose for which it is charged.
- (C) All sources and amounts of funding anticipated to complete financing in incomplete improvements has been identified. Information supporting this finding is reflected in Sections VI and VII of the Impact Fee Report and in the City's Capital Improvement Program (CIP), as adopted on June 28, 2023. The City Council finds that it has identified all sources and amount of funding anticipated to complete financing of incomplete improvements and that all remaining balances in the Impact Fee accounts are necessary to complete incomplete improvements as identified in the CIP and in the Impact Fee Report.
- (D) Approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund have been designated. Information supporting this finding is reflected in Sections VI and VII of the Impact Fee Report and in the City's Capital Improvement Program, as adopted on June 28, 2023. The City Council finds that all remaining balances in the Impact Fee accounts, as well as other funding sources, are necessary to completing incomplete improvements as identified in the CIP and in the Impact Fee Report.

**Section 4.** That the City Council hereby determines that all reportable fees, collections and expenditures have been received, deposited, invested and expended in compliance with the relevant sections of the Santee Municipal Code and the California Government Code and all other applicable laws, and that no additional action is required by the City

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

Council at this time to retain and expend all Impact Fees in accordance with the Santee Municipal Code, California Government Code and the CIP.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 11<sup>th</sup> day of September 2024 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**JAMES JEFFRIES, INTERIM CITY CLERK**

Exhibit "A": 2024 City of Santee Development Impact Fee Report

**CITY OF SANTEE  
DEVELOPMENT IMPACT  
FEE REPORT**

**2024**

## **I. INTRODUCTION**

This report is provided in satisfaction of California’s Assembly Bill 1600, which was adopted in 1987 and codified as the Mitigation Fee Act at California Government Code Section 66000 et. seq., and allows the City of Santee to impose Development Impact Fees on new development within the City. Development Impact Fees (DIFs) are a one-time charge on new development that is collected and used by the City in strict compliance with applicable laws and regulations to cover the cost of capital facilities, vehicles, and equipment that are required to serve new growth.

In addition to the requirements defined and addressed below, DIFs are subject to a two-part test under federal law, referred to as the “Nollan/Dolan” Test. First, DIFs must have an essential nexus to the City’s land-use interest, meaning that DIFs must be designed to mitigate an impact of the development projects subject to the DIF on City services and/or facilities. Second, DIFs must be roughly proportionate to the impact it is designed to mitigate, meaning that a landowner cannot be made to pay more than is necessary to mitigate the harms resulting from the development.

The following information is provided in adherence to the Mitigation Fee Act, the Nollan/Dolan Test, and the laws and regulations highlighted in Section II, including the Santee Municipal Code and the Santee Capital Improvement Program. It has been made available to the public at least 15 days prior to consideration by Council in accordance with applicable statutes. The Santee City Council is anticipated to consider the following information and findings at its regular City Council meeting on September 11, 2024, or at a subsequent regularly scheduled meeting.

## **II. LEGAL REQUIREMENTS FOR SANTEE IMPACT FEE REPORTING**

### **A. SANTEE MUNICIPAL CODE REQUIREMENTS**

In 2019, through Ordinance 565, the Santee City Council adopted a comprehensive Development Impact Fees and Dedication Ordinance (Impact Fee Ordinance). In May 2023, through Ordinance 612, Council amended the Impact Fee Ordinance to require the Director of Finance to annually prepare, make available to the public, and present to City Council a detailed report and findings with respect to development impact fees collected and spent by the City of Santee as also required by California’s Mitigation Fee Act and, specifically, Government Code sections 66006(b)(1). The Impact Fee Ordinance, as amended, is found in the Santee Municipal Code at Chapter 12.30.

### **B. ANNUAL REPORT: CALIFORNIA GOVERNMENT CODE SECTION 66006(b) REQUIREMENTS**

Local agencies that impose a fee to provide for an improvement to be constructed to serve a development project or in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project (Impact Fee)<sup>1</sup> are required to deposit such fees in separate capital facilities accounts and to use such fees solely for the purpose for which they were collected.<sup>2</sup> Within 180 days following the last day of each fiscal year, the local agency must make publically available the following information with respect to each separate capital facilities fund:<sup>3</sup>

1. A brief description of the type of fee in the fund;
2. The amount of the Impact Fee;

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<sup>1</sup> § 66006(c)

<sup>2</sup> § 66006(a)

<sup>3</sup> § 66006(b)(1)

3. The beginning and ending balance of the account or fund;
4. The amount of the Impact Fees collected and the interest earned;
5. An identification of each public improvement on which Impact Fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with Impact Fees;
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
8. The amount of refunds made due to insufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

**C. FIVE-YEAR REPORT: CALIFORNIA GOVERNMENT CODE SECTION 66001(d) REQUIREMENTS**

In addition to the foregoing annual report, every five years the local agency must make specific findings with respect any portion of each capital facilities fund that has not yet been spent, whether they are committed or uncommitted.<sup>4</sup> The required findings must:

1. Identify the purpose to which the Impact Fee is to be put;
2. Demonstrate a reasonable relationship between the Impact Fee and purpose for which it is charged;
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
4. Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

**D. EIGHT-YEAR NEXUS STUDY: CALIFORNIA GOVERNMENT CODE SECTION 66016.5 REQUIREMENTS**

Santee is working with a qualified consultant to finalize a Comprehensive Development Impact Fee Study. The study is being prepared in accordance with Mitigation Fee Act, as amended by Assembly Bill 602, and SMC § 12.30.140, which call for a recurring impact fee nexus study “at least once every eight years, from the period beginning on January 1, 2022.”<sup>5</sup> It is anticipated that this revised impact fee study will be presented to the Santee City Council for consideration before the end of calendar year 2024.

**E. SANTEE CAPITAL IMPROVEMENT PROGRAM**

Every two years, the City of Santee adopts a Capital Improvement Program (CIP) to augment its collection of Impact Fees and annually appropriates funds to implement the CIP.<sup>6</sup> The CIP describes the approximate location, size and timing of the City’s planned capital projects and

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<sup>4</sup> § 66001(d)

<sup>5</sup> §66016.5(a)(8); SMC § 12.30.140(C).

<sup>6</sup> §60002

provides estimates of the cost of all facilities or improvements to be financed by Impact Fees. The City's current CIP was adopted on June 28, 2023, and is incorporated into this report by this reference. It can be found at the following link:

<https://www.cityofsanteeca.gov/departments/finance/financial-reports--city-budget>

### **III. DESCRIPTION AND PURPOSE OF SANTEE IMPACT FEES**

Santee collects Impact Fees from new development that have an essential nexus to the City's land-use interests and are roughly proportional to the impact of the development project. The Impact Fees are designed to mitigate an impact of the development project on City services, and/or facilities in proportion to the impact they are designed to mitigate. The categories of Impact Fees currently collected by the City are: Public Facilities Fee, Traffic Signal Fee, Traffic Mitigation Fee, Drainage Fee, Park In-Lieu Fee, and a Regional Transportation Congestion Improvement Program Fee. Fees collected for each of these categories are segregated and maintained in separate accounts until expended pursuant the requirements of each Impact Fee. They are never commingled.

A statement of fund balances for by category for the fiscal year ending June 30, 2024 is included at **Attachment 1**. In addition, a brief description of each Impact Fee category collected by Santee is as follows::

Public Facilities Fee – A Public Facilities Fee is collected from new development and maintained in the Public Facilities Fund for the installation of passive and active park facilities and for the construction of a 65,000 square feet of community building. A financial summary report for the Public Facilities Fund is contained in **Attachment 2**. All amounts in the Public Facilities Fund are currently committed to the design and construction of the Community Center Project and the design and construction of the Big Rock Park Restrooms Improvements, as reflected in the CIP. Anticipated dates on which the funding is expected to be received and deposited into the fund are also reflected in the CIP.

Traffic Signal Fee – A Traffic Signal Fee is collected from new development for the installation of new traffic signals, the need and locations for which have been identified and are included in the City's traffic signal needs list. Traffic Signal Fees that are collected from new development projects are maintained in the Traffic Signal Fund. A financial summary report for the Traffic Signal Fund is contained in **Attachment 3**. Available amounts in the Traffic Signal Fund are programmed in the CIP.

Traffic Mitigation Fee – A Traffic Mitigation Fee is collected from new development for the installation of needed improvements identified in the Circulation Element of the City's General Plan. Traffic Mitigation Fees collected from new development projects are deposited in the Traffic Mitigation Fund. A financial summary report for the Traffic Mitigation Fund is contained in **Attachment 4**. Available amounts in the Traffic Mitigation Fund are programmed in the CIP.

Drainage Fee – A Drainage Fee is collected from new development for the installation of needed drainage improvements identified in the City's latest master drainage facility study. Drainage Fees collected from new development projects are maintained in the Drainage Fund. A financial summary report for the Drainage Fund is contained in **Attachment 5**. Available amounts in the Drainage Fund are programmed in the CIP.

Park In-Lieu Fee — A Park In-Lieu Fee is collected from new development for the acquisition and development of park facilities. Park In-Lieu Fees collected from new development projects are maintained in the Park In-Lieu Fund. A financial summary report for the Park In-Lieu Fund is contained in **Attachment 6**. Available amounts in the Park In-Lieu Fund are programmed in the CIP.

Regional Transportation Congestion Improvements Program (RTCIP) Fee – The RTCIP Fee is collected from new development for the installation of improvements to the Regional Arterial System. RTCIP Fees collected from new development projects are maintained in the Regional Transportation Congestion Improvements Fund. A financial summary report of the Regional Transportation Congestion Improvements Fund is contained in **Attachment 7**. Available amounts in the Regional Transportation Congestion Improvements Fund are programmed in the CIP in accordance with the requirements of the Regional Transportation Plan adopted by the San Diego Association of Governments.

**IV. AMOUNT OF EACH IMPACT FEE (FEE SCHEDULE)**

Santee Impact Fees are automatically adjusted for inflation on July 1 of each year.<sup>7</sup> The current fee amounts are reflected in the FY 23-24 Development Impact Fee Schedule provided at **Attachment 9** to this report.

**V. BEGINNING AND ENDING BALANCE OF EACH FUND**

The fiscal year beginning and ending balances of each Impact Fee fund are reflected in **Attachment 1**, with added detail for each individual fund included in **Attachments 2-7** as stated above.

**VI. THE AMOUNT OF FEES COLLECTED AND THE INTEREST EARNED**

The amount of fees collected and deposited into each fund in Fiscal Year 2023-24, including the interest earned, are also reflected in **Attachment 1**. Fees collected and interest earned by fund between Fiscal Year 2018/19 and the present are reflected in **Attachments 2-7**. Fees identified for Fiscal Year 2023-2024 have not yet been audited and, therefore, are still subject to change.

**VII. PUBLIC IMPROVEMENTS ON WHICH FEES WERE EXPENDED**

All public improvements paid for in whole or in part by Impact Fees in Fiscal Year 2023-24 are reflected in **Attachment 8**.

**VIII. PUBLIC IMPROVEMENT CONSTRUCTION DATES**

Anticipated dates for the commencement of construction of public improvements funded by Impact Fees are set forth in the CIP.

**IX. INTERFUND TRANSFERS AND REFUNDS**

There were no interfund transfers or refunds in Fiscal Year 2023-24.

**X. CONCLUSION**

This report has been prepared by the Director of Finance in accordance with Santee Municipal Code section 12.30.140. This report will be available for public review for at least fifteen (15) days prior to its presentation to the Santee City Council, which is anticipated to occur at its regular meeting on September 11, 2024.

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<sup>7</sup> SMC § 12.30.50

**ATTACHMENTS**



**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fees**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the Year Ended June 30, 2024 (Unaudited)**

	<u>Public Facilities</u>	<u>Traffic Signal</u>	<u>Traffic Mitigation</u>	<u>Drainage</u>	<u>Park in-Lieu</u>	<u>RTCIP</u>
<b>Revenues:</b>						
Development Impact Fee	\$ 1,607,997	\$ 160,787	\$ 1,093,866	\$ 314,800	\$ 1,650,750	\$ 202,666
Interest earnings	<u>118,336</u>	<u>3,949</u>	<u>65,137</u>	<u>20,130</u>	<u>52,594</u>	<u>43,891</u>
Total Revenue	<u>1,726,333</u>	<u>164,736</u>	<u>1,159,003</u>	<u>334,930</u>	<u>1,703,344</u>	<u>246,557</u>
<b>Expenditures:</b>						
Transfers Out to Capital Projects	<u>184,636</u>	<u>22,028</u>	<u>627,011</u>	-	<u>(9,529)</u>	<u>19,815</u>
Total Expenditures and Tranfers Out	<u>184,636</u>	<u>22,028</u>	<u>627,011</u>	-	<u>(9,529)</u>	<u>19,815</u>
REVENUES OVER (UNDER) EXPENDITURES	1,541,697	142,708	531,992	334,930	1,712,873	226,742
Fund balance, beginning of year	<u>7,221,087</u>	<u>206,060</u>	<u>3,622,287</u>	<u>1,164,457</u>	<u>3,182,769</u>	<u>2,755,592</u>
Fund balance, end of year	\$ 8,762,784	\$ 348,768	\$ 4,154,279	\$ 1,499,388	\$ 4,895,641	\$ 2,982,334

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fee - Public Facility**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Five Year Presentation**

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24 (estimate)
<b>Revenues:</b>					
Development Impact Fee	\$ 1,168,805	\$ 841,765	\$ 1,139,192	\$ 550,269	\$ 1,607,997
Interest earnings	124,064	5,735	(107,143)	109,600	118,336
Total Revenue	<u>1,292,869</u>	<u>847,500</u>	<u>1,032,049</u>	<u>659,869</u>	<u>1,726,333</u>
<b>Expenditures:</b>					
Transfers Out to Capital Projects	2,956,955	2,791	-	32,382	184,636
Total Expenditures and Transfers Out	<u>2,956,955</u>	<u>2,791</u>	<u>-</u>	<u>32,382</u>	<u>184,636</u>
REVENUES OVER (UNDER) EXPENDITURES	(1,664,086)	844,709	1,032,049	627,487	1,541,697
Fund balance, beginning of year	6,380,928	4,716,842	5,561,551	6,593,600	7,221,087
Fund balance, end of year	<u>\$ 4,716,842</u>	<u>\$ 5,561,551</u>	<u>\$ 6,593,600</u>	<u>\$ 7,221,087</u>	<u>\$ 8,762,785</u>
Available revenue current fiscal year	\$ 1,292,869	\$ 847,500	\$ 1,032,049	\$ 659,869	\$ 1,726,333
Available revenue prior fiscal year (2-yr old funds)	842,029	1,292,869	847,500	1,032,049	659,869
Available revenue prior fiscal year (3-yr old funds)	2,581,944	842,029	1,292,869	847,500	1,032,049
Available revenue prior fiscal year (4-yr old funds)	-	2,579,153	842,029	1,292,869	847,500
Available revenue prior fiscal year (5-yr old funds)	-	-	2,579,153	842,029	1,292,869
Available revenue greater than five prior fiscal years	-	-	-	2,546,771	3,204,165
Total Revenue Available	<u>\$ 4,716,842</u>	<u>\$ 5,561,551</u>	<u>\$ 6,593,600</u>	<u>\$ 7,221,087</u>	<u>\$ 8,762,785</u>

Public Facilities Development Impact Fee fund reports money being held past the fifth year of first deposit. The City intends to build a Community Center with construction expected to start in FY 2025-26. The City is accumulating funds for the cost of the facility.

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fee - Traffic Signal**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Five Year Presentation**

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24 (estimate)
<b>Revenues:</b>					
Development Impact Fee	\$ 43,856	\$ 44,996	\$ 71,494	\$ 50,703	\$ 160,787
Interest earnings	21,678	80	(8,833)	12,162	3,949
Total Revenue	<u>65,534</u>	<u>45,076</u>	<u>62,661</u>	<u>62,865</u>	<u>164,736</u>
<b>Expenditures:</b>					
Transfers Out to Capital Projects	299	12,007	307,824	453,070	22,028
Total Expenditures and Transfers Out	<u>299</u>	<u>12,007</u>	<u>307,824</u>	<u>453,070</u>	<u>22,028</u>
REVENUES OVER (UNDER) EXPENDITURES	65,235	33,069	(245,163)	(390,205)	142,708
Fund balance, beginning of year	743,124	808,359	841,428	596,265	206,060
Fund balance, end of year	<u>\$ 808,359</u>	<u>\$ 841,428</u>	<u>\$ 596,265</u>	<u>\$ 206,060</u>	<u>\$ 348,768</u>
Available revenue current fiscal year	\$ 65,534	\$ 45,076	\$ 62,661	\$ 62,865	\$ 164,736
Available revenue prior fiscal year (2-yr old funds)	109,692	65,534	45,076	62,661	62,865
Available revenue prior fiscal year (3-yr old funds)	168,645	109,692	65,534	45,076	62,661
Available revenue prior fiscal year (4-yr old funds)	30,193	168,645	109,692	35,458	45,076
Available revenue prior fiscal year (5-yr old funds)	15,801	30,193	168,645	-	13,430
Available revenue greater than five prior fiscal years	418,494	422,288	144,657	-	-
Total Revenue Available	<u>\$ 808,359</u>	<u>\$ 841,428</u>	<u>\$ 596,265</u>	<u>\$ 206,060</u>	<u>\$ 348,768</u>

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fee - Traffic Mitigation**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Five Year Presentation**

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24 (estimate)
<b>Revenues:</b>					
Development Impact Fee	\$ 326,597	\$ 497,961	\$ 380,592	\$ 577,731	\$ 1,093,866
Interest earnings	70,244	1,848	(49,489)	48,855	65,137
Total Revenue	<u>396,841</u>	<u>499,809</u>	<u>331,103</u>	<u>626,586</u>	<u>1,159,003</u>
<b>Expenditures:</b>					
Transfers Out to Capital Projects	90,114	132,133	251,960	53,152	627,011
Total Expenditures and Transfers Out	<u>90,114</u>	<u>132,133</u>	<u>251,960</u>	<u>53,152</u>	<u>627,011</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>306,727</b>	<b>367,676</b>	<b>79,143</b>	<b>573,433</b>	<b>531,992</b>
Fund balance, beginning of year	<u>2,295,308</u>	<u>2,602,035</u>	<u>2,969,711</u>	<u>3,048,854</u>	<u>3,622,287</u>
Fund balance, end of year	<u>\$ 2,602,035</u>	<u>\$ 2,969,711</u>	<u>\$ 3,048,854</u>	<u>\$ 3,622,287</u>	<u>\$ 4,154,279</u>
Available revenue current fiscal year	\$ 396,841	\$ 499,809	\$ 331,103	\$ 626,586	\$ 1,159,003
Available revenue prior fiscal year (2-yr old funds)	722,255	396,841	499,809	331,103	626,586
Available revenue prior fiscal year (3-yr old funds)	1,482,939	722,255	396,841	499,809	331,103
Available revenue prior fiscal year (4-yr old funds)	-	1,350,806	722,255	396,841	499,809
Available revenue prior fiscal year (5-yr old funds)	-	-	1,098,846	722,255	396,841
Available revenue greater than five prior fiscal years	-	-	-	1,045,693	1,140,937
Total Revenue Available	<u>\$ 2,602,035</u>	<u>\$ 2,969,711</u>	<u>\$ 3,048,854</u>	<u>\$ 3,622,287</u>	<u>\$ 4,154,279</u>

Traffic Mitigation Development Impact Fee fund reports money being held past the fifth year of first deposit. The City intends to future projects identified in the CIP that show as unfunded.

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fee - Drainage**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Five Year Presentation**

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24 (estimate)
<b>Revenues:</b>					
Development Impact Fee	\$ 423,245	\$ 428,864	\$ 283,912	\$ 155,689	\$ 314,800
Interest earnings	71,591	212	(19,426)	15,032	20,130
Total Revenue	<u>494,836</u>	<u>429,076</u>	<u>264,486</u>	<u>170,722</u>	<u>334,930</u>
<b>Expenditures:</b>					
Transfers Out to Capital Projects	236,661	299,942	2,048,216	2,567	-
Total Expenditures and Transfers Out	<u>236,661</u>	<u>299,942</u>	<u>2,048,216</u>	<u>2,567</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	258,175	129,134	(1,783,730)	168,155	334,930
Fund balance, beginning of year	2,392,724	2,650,899	2,780,033	996,303	1,164,458
Fund balance, end of year	<u>\$ 2,650,899</u>	<u>\$ 2,780,033</u>	<u>\$ 996,303</u>	<u>\$ 1,164,458</u>	<u>\$ 1,499,388</u>
Available revenue current fiscal year	\$ 494,836	\$ 429,076	\$ 264,486	\$ 170,722	\$ 334,930
Available revenue prior fiscal year (2-yr old funds)	515,366	494,836	429,076	264,486	170,722
Available revenue prior fiscal year (3-yr old funds)	1,189,023	515,366	302,741	429,076	264,486
Available revenue prior fiscal year (4-yr old funds)	230,292	1,189,023	-	300,174	429,076
Available revenue prior fiscal year (5-yr old funds)	221,382	151,732	-	-	300,174
Available revenue greater than five prior fiscal years	-	-	-	-	-
Total Revenue Available	<u>\$ 2,650,899</u>	<u>\$ 2,780,033</u>	<u>\$ 996,303</u>	<u>\$ 1,164,458</u>	<u>\$ 1,499,388</u>

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fee - Park in Lieu**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Five Year Presentation**

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24 (estimate)
<b>Revenues:</b>					
Development Impact Fee	\$ 2,296,473	\$ 811,129	\$ 472,666	\$ 965,509	\$ 1,650,750
Interest earnings	62,043	5,055	(39,835)	37,916	52,594
Total Revenue	<u>2,358,516</u>	<u>816,184</u>	<u>432,831</u>	<u>1,003,425</u>	<u>1,703,344</u>
<b>Expenditures:</b>					
Transfers Out to Capital Projects	216,812	17,364	1,301,883	456,557	(9,529)
Total Expenditures and Transfers Out	<u>216,812</u>	<u>17,364</u>	<u>1,301,883</u>	<u>456,557</u>	<u>(9,529)</u>
REVENUES OVER (UNDER) EXPENDITURES	2,141,704	798,820	(869,052)	546,868	1,712,873
Fund balance, beginning of year	564,428	2,706,132	3,504,952	2,635,900	3,182,768
Fund balance, end of year	<u>\$ 2,706,132</u>	<u>\$ 3,504,952</u>	<u>\$ 2,635,900</u>	<u>\$ 3,182,768</u>	<u>\$ 4,895,641</u>
Available revenue current fiscal year	\$ 2,358,516	\$ 816,184	\$ 432,831	\$ 1,003,425	\$ 1,703,344
Available revenue prior fiscal year (2-yr old funds)	122,087	2,358,516	816,184	432,831	1,003,425
Available revenue prior fiscal year (3-yr old funds)	225,529	122,087	1,386,885	816,184	432,831
Available revenue prior fiscal year (4-yr old funds)	-	208,165	-	930,328	816,184
Available revenue prior fiscal year (5-yr old funds)	-	-	-	-	939,857
Available revenue greater than five prior fiscal years	-	-	-	-	-
Total Revenue Available	<u>\$ 2,706,132</u>	<u>\$ 3,504,952</u>	<u>\$ 2,635,900</u>	<u>\$ 3,182,768</u>	<u>\$ 4,895,641</u>

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fee - Reginal Transportation Congestion Improvements Program (RTCIP)**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Five Year Presentation**

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 203/24 (estimate)
<b>Revenues:</b>					
Development Impact Fee	\$ 672,284	\$ 258,687	\$ 301,308	\$ 323,753	\$ 202,666
Interest earnings	54,147	1,103	(41,244)	40,448	43,891
Total Revenue	<u>726,431</u>	<u>259,790</u>	<u>260,064</u>	<u>364,201</u>	<u>246,557</u>
<b>Expenditures:</b>					
Transfers Out to Capital Projects	80,198	39,019	98,752	96,387	19,815
Total Expenditures and Tranfers Out	<u>80,198</u>	<u>39,019</u>	<u>98,752</u>	<u>96,387</u>	<u>19,815</u>
<b>REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	646,233	220,771	161,312	267,814	226,742
Fund balance, beginning of year	1,459,462	2,105,695	2,326,466	2,487,778	2,755,592
Fund balance, end of year	<u>\$ 2,105,695</u>	<u>\$ 2,326,466</u>	<u>\$ 2,487,778</u>	<u>\$ 2,755,592</u>	<u>\$ 2,982,334</u>
Available revenue current fiscal year	\$ 726,431	\$ 259,790	\$ 260,064	\$ 364,201	\$ 246,557
Available revenue prior fiscal year (2-yr old funds)	296,094	726,431	259,790	260,064	364,201
Available revenue prior fiscal year (3-yr old funds)	1,083,170	296,094	726,431	259,790	260,064
Available revenue prior fiscal year (4-yr old funds)	-	1,044,151	296,094	726,431	259,790
Available revenue prior fiscal year (5-yr old funds)	-	-	945,399	296,094	726,431
Available revenue greater than five prior fiscal years	-	-	-	849,012	1,125,291
Total Revenue Available	<u>\$ 2,105,695</u>	<u>\$ 2,326,466</u>	<u>\$ 2,487,778</u>	<u>\$ 2,755,592</u>	<u>\$ 2,982,334</u>

Traffic Mitigation Development Impact Fee fund reports money being held past the fifth year of first deposit. The City intends to future projects identified in the CIP that show as unfunded.

**City of Santee**  
**Development Impact Fee Project Identification**  
**As of June 30, 2024**

Project name	Project Phase	Estimated Project Commencement <sup>(1)</sup>	Updated Estimated Project Commencement	Estimated Completion Date	Estimated DIF Project Cost	Development Impact Fees				Estimated % of project funded with Fees
						Budget to 6/30/2024	Fiscal Year 2024 Expenditures	Project to date Expenditures		
<b>Public Facilities</b>										
Community Center <sup>(2)</sup>	Active	2018		2027	\$ 10,495,405	\$ 495,405	\$ 184,636	\$ 277,369		50%
Big Rock Park Improvements <sup>(4)</sup>	Planned	2028		2028	388,500	-	-	-		50%
					<u>\$ 10,883,905</u>	<u>\$ 495,405</u>	<u>\$ 184,636</u>	<u>\$ 277,369</u>		
<b>Traffic Signal</b>										
Magnolia Ave Traffic Signal Upgrades	Complete	2022		2024	\$ 816,300	\$ 22,028	\$ 22,028	\$ 815,136		77%
Traffic Signal and Communications Upgrades <sup>(3)</sup>	Planned	2024	2025	2026	196,000	-	-	-		10%
Traffic Signal Mod - Carlton Oaks at Wethersfield	Planned	2028		2028	489,000	-	-	-		100%
Traffic Signal Mod - Mast Blvd at Carlton Hills	Planned	2027		2027	219,500	-	-	-		100%
Smart Traffic Signals	Planned	2028		2028	950,000	-	-	-		100%
					<u>\$ 2,670,800</u>	<u>\$ 22,028</u>	<u>\$ 22,028</u>	<u>\$ 815,136</u>		
<b>Traffic Mitigation</b>										
Cuyamaca Right Turn Lanes at Mission Gorge	Active	2020		2024	\$ 409,079	\$ 409,079	\$ (9,463)	\$ 409,079		23%
Prospect Ave/Mesa Road Improvements	Active	2020		2024	784,494	784,494	636,475	715,439		72%
Graves Avenue Street Improvements	Planned	2025		2028	5,943,000	-	-	-		79%
Median Mod - Mission Gorge at Market Place <sup>(3)</sup>	Planned	2024	2026	2026	560,000	-	-	-		100%
Traffic Signal and Communications Upgrade <sup>(3)</sup>	Planned	2024	2025	2026	1,635,000	-	-	-		40%
					<u>\$ 9,331,573</u>	<u>\$ 1,193,573</u>	<u>\$ 627,011</u>	<u>\$ 1,124,518</u>		



Project name	Project Phase	Estimated Project Commencement <sup>(1)</sup>	Updated Estimated Project Commencement	Estimated Completion Date	Estimated DIF Project Cost	Development Impact Fees			
						Budget to 6/30/2024	Fiscal Year 2024 Expenditures	Project to date Expenditures	Estimated % of project funded with Fees
<b>Drainage</b>									
CMP Lining and Rehab Program 2023	Active	2022		2025	\$ 715,046	\$ 715,046	\$ -	\$ -	44%
CMP Storm Drain Replacement Program	Planned	2025		2028	7,476,178	-	-	-	91%
					<u>\$ 8,191,224</u>	<u>\$ 715,046</u>	<u>\$ -</u>	<u>\$ -</u>	
<b>Park in Lieu</b>									
Community Center	Active	2022		2027	\$ 5,848,000	\$ 778,000	\$ (26,028)	\$ 778,000	28%
General Park Improvements	Complete	2024		2025	16,500	16,500	16,499	16,499	100%
Synthetic Turf Replacement	Active	2024		2025	88,500	88,500	-	-	100%
Big Park Improvements <sup>(4)</sup>	Planned	2028		2028	388,500	-	-	-	50%
					<u>\$ 6,341,500</u>	<u>\$ 883,000</u>	<u>\$ (9,529)</u>	<u>\$ 794,499</u>	
<b>Regional Transportation Congestion Improvement Program (RTCIP)</b>									
Cuyamaca Right Turn Lanes at Mission Gorge	Active	2024		2024	1,119,780	-	-	-	64%
Magnolia Ave Traffic Signal Upgrades	Complete	2022		2024	\$ 215,400	\$ 215,400	\$ 9,527	\$ 202,808	21%
Broadband Infrastructure Improvements	Active	2024		2025	163,000	163,000	1,000	1,000	13%
Smart Traffic Lights	Active	2024		2025	1,097,816	1,097,816	9,288	9,288	94%
Traffic Signal and Communications Upgrades <sup>(3)</sup>	Planned	2024	2025	2026	48,000	48,000	-	-	3%
					<u>\$ 1,524,216</u>	<u>\$ 1,524,216</u>	<u>\$ 19,815</u>	<u>\$ 213,096</u>	
<b>Total Project Funding</b>					<u><u>\$ 40,062,998</u></u>	<u><u>\$ 4,833,269</u></u>	<u><u>\$ 843,961</u></u>	<u><u>\$ 3,224,618</u></u>	

(1) For the purposes of this report, project "commencement" references the planning and design stages of the project. The construction of the project follows  
(2) The amount approved by City Council for the Community Center is listed in the CIP budget at \$21,000,000. It has been determined, but not formally authorized by City Council, that the cost of the Community Center will be \$24,000,000. The amount listed in this report is \$21,000,000 which is the latest authorized amount.  
(3) Delays to these projects are due to workload and staffing inequities in the Engineering department.  
(4) This project is listed as "Big Rock Restroom Improvements" in the CIP budget. For the presentation in this report, "Restroom" has been removed to capture the intent of the project.

**CITY OF SANTEE**  
**Financial Summary Report**  
**Development Impact Fees**  
**Development Impact Fee Schedule**  
**For the Year Ended June 30, 2025**

<u>Land Use Category</u>	<u>Public Facilities</u>	<u>Traffic Signal</u>	<u>Traffic Mitigation</u>	<u>Drainage</u>	<u>Park in-Lieu</u>	<u>RTCIP</u>
<i>DIF per Residential Unit</i>						
Single Family	\$ 8,390.00	\$ 487.00	\$ 4,721.00	\$ -	\$ 10,099.00	\$ 2,875.06
HL	-	-	-	5,775.00	-	-
R1	-	-	-	4,526.00	-	-
R1A	-	-	-	4,134.00	-	-
R2	-	-	-	3,748.00	-	-
Multi-family	7,564.00	305.00	2,951.00	2,562.00	9,208.00	2,875.06
Mobile Homes	-	-	-	-	5,044.00	-
<i>DIF per 1,000 Square Feet of Structure</i>						
Office	-	487.00	3,023.00	1,507.00	-	-
Commercial	-	1,627.00	10,090.00	1,507.00	-	-
Industrial	-	204.00	1,262.00	1,507.00	-	-

*Fees presented above were effective July 1, 2024*



**MEETING DATE** September 11, 2024

**ITEM TITLE** CONSIDERATION OF URGENCY INTERIM ORDINANCE ESTABLISHING A MORATORIUM PURSUANT TO GOVERNMENT CODE SECTION 65858 TO PROHIBIT NEW CAR WASH FACILITIES UNTIL APPROPRIATE INFORMATION CAN BE GATHERED AND ASSESSED

**DIRECTOR/DEPARTMENT** Shawn Hagerty, City Attorney

**SUMMARY**

City Council has requested the opportunity to consider a moratorium on new car wash facilities while it identifies and considers information on their impacts. California law allows a city, for the purpose of protecting the public safety, health, and welfare, to “adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal” that council “is considering or studying or intends to study within a reasonable time.” (Government Code § 65858(c)). Such a measure requires a four-fifths vote for adoption and the ordinance must contain legislative findings that:

1. There is a current and immediate threat to the public health, safety or welfare; and
2. The approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use that is required in order to comply with a zoning ordinance would result in that threat to public health, safety or welfare.

An urgency interim ordinance can remain in place for 45 days and, following notice and a public hearing, can be renewed up to two times. The first extension can add an additional 10 months and 15 days and a second extension can add another year. Each extension must also be approved by four-fifths of the Council. If the urgency interim ordinance is adopted, ten days prior to its expiration Council must issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the ordinance.

**FINANCIAL STATEMENT** *HS*

This item has no direct financial impact, but could if Council decides to retain an outside consultant to conduct the study and analysis, with or without a moratorium.

**CITY ATTORNEY REVIEW**  N/A •  Completed

**RECOMMENDATION** *MSB*

Consider the Urgency Interim Ordinance and adopt, reject, or revise it to comply with Council’s direction and provide additional direction as necessary.

**ATTACHMENTS**

- Staff Report
- Draft Urgency Interim Ordinance
- Car Wash Facilities Map



## **Staff Report**

### **CONSIDERATION OF AN URGENCY INTERIM ORDINANCE ESTABLISHING A MORATORIUM PURSUANT TO GOVERNMENT CODE SECTION 65858 TO PROHIBIT NEW CAR WASH FACILITIES UNTIL APPROPRIATE INFORMATION CAN BE GATHERED AND ASSESSED**

At its March 27, 2024, meeting, City Council requested the opportunity to consider a moratorium on new car wash facilities to gather and assess information about their impacts and inform Council's ability to best protect the public's safety, health, and welfare when making land use decisions. Topics mentioned for consideration by Council include the appropriate number and location of car washes related to a city size and population, the ideal distance between car washes, a car wash's impact on traffic, parking and surrounding businesses, and a car wash's water usage. Council suggested that a moratorium on new car wash facilities might be appropriate to allow Council the opportunity to gather and study the requested information.

This agenda item is intended to allow Council the opportunity to specify the information it would like to receive and to consider whether a moratorium on new car wash facilities is required to protect the public safety, health and welfare while that information is assimilated and, if so, to adopt the proposed urgency interim ordinance.

California law allows a city, for the purpose of protecting the public safety, health, and welfare, to "adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal" that council "is considering or studying or intends to study within a reasonable time." (Government Code § 65858(c)). Such a measure requires a four-fifths vote for adoption and the ordinance must contain legislative findings that:

1. There is a current and immediate threat to the public health, safety or welfare; and
2. The approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use that is required in order to comply with a zoning ordinance would result in that threat to public health, safety or welfare.

(California Government Code § 65858(c)).

An urgency interim ordinance can remain in place for 45 days. Thereafter, the ordinance can be extended, following notice and a public hearing, up to two times. The first extension can be adopted for a period of up to an additional 10 months and 15 days. A second, and final, extension can be imposed for up to a maximum of one additional year. Each extension must also be approved by four-fifths of the Council. If the urgency interim ordinance is adopted, ten days prior

to its expiration Council must issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the ordinance.

Table 13.12.030A of the Santee Municipal Code at section 10(d) specifies that car wash facilities are prohibited in the Office/Professional zoning district, require a minor conditional use permit in the Neighborhood Commercial zoning district, and require a conditional use permit in the General Commercial zoning district. As shown in Table 13.14.030A at (C)(6)(d), car wash facilities are permitted in the Light Industrial and General Industrial zoning district.

At this time in the City of Santee, there are four operating car washes, two car washes under construction, and two car washes that have recently received permits to operate. In addition, there are five licensed mobile car detailing businesses. No car wash applications are currently pending.

Council's direction is requested with respect to the type of information it would like to receive regarding car wash facilities and who it would like to prepare and present the information, regardless of whether a moratorium is imposed.

To move forward with a 45 day urgency interim ordinance, Council must:

1. Define the "current and immediate" threat to the public's health, safety;
2. Confirm how consideration of a new car wash facility will result in that threat; and
3. Identify the type of study to be conducted during the moratorium, who would conduct the study, and the type of report or recommendations Council would find informative.

If the urgency interim ordinance is found to be necessary and is adopted on September 11, 2024, it would remain in place through Saturday, October 26. If the ordinance is not extended at a noticed, public hearing, the requisite written report describing the measures taken to alleviate the conditions that led to the adoption of the ordinance will be due on Wednesday, October 16, 2024. Council's regular meetings in October are scheduled for Wednesday October 9, 2024, and Wednesday, October 23, 2024.

If the ordinance is adopted on September 11, 2024, in an abundance of caution, staff can publish notice of a hearing to extend the ordinance at the October 9, 2024, meeting if so directed. At that time, further findings and another four-fifths vote will be required to extend the ordinance.

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

**AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF SANTEE, CALIFORNIA, ESTABLISHING A MORATORIUM  
PURSUANT TO GOVERNMENT CODE SECTION 65858 TO PROHIBIT  
NEW CAR WASH FACILITIES UNTIL APPROPRIATE INFORMATION  
CAN BE GATHERED AND ASSESSED**

WHEREAS, to protect the public safety, health, and welfare, California Government Code section 65858 authorizes the legislative body of a city to adopt as an urgency measure an interim ordinance prohibiting any land uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time, without following the procedures otherwise required for adopting a zoning ordinance;

WHEREAS, the Santee Municipal Code prohibits car wash facilities in the Office/Professional zoning district, requires a minor conditional use permit for car wash facilities in the Neighborhood Commercial zoning district, requires a conditional use permit for car wash facilities in the General Commercial zoning district, and permits car wash facilities in the Light Industrial and General Industrial zoning districts;

WHEREAS, there are currently four operating car washes, two car washes under construction, and two recently approved car washes in the City of Santee;

WHEREAS, five mobile car detailing businesses are licensed by the City;

WHEREAS, the City has no development standards specific to car wash facilities, has not studied the impacts of car washes in general, at specific locations, or in proximity to each other or residential areas, and has not determined whether the locations and regulation of such uses are consistent with the purpose and intent of the Santee Municipal Code or goals of the General Plan, or ensure compatibility with other land uses;

WHEREAS, as a result of the foregoing, City Council is concerned that until such information is obtained and standards can be considered, the proliferation of car wash facilities poses a current and immediate threat to the public's health, safety, or welfare and that approval of new car wash facilities will result in the manifestation of that threat to the public's health, safety, or welfare;

WHEREAS, City Council wishes to immediately undertake a study of the availability, accessibility, and impacts on traffic, safety, and noise that car wash facilities and their locations pose and whether changes to Santee's Zoning Code are called for, before considering another new car wash facility;

WHEREAS, approval of an urgency interim measure placing a moratorium on new car wash facilities requires a four-fifths vote of the legislative body; and

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

WHEREAS, an urgency ordinance may remain in effect for no more than forty-five (45) days from the date of adoption without further findings and action by the legislative body at a noticed public hearing;

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

SECTION 1. There is hereby established a forty-five (45) day moratorium on the City's approval of new car wash facilities in the City for the immediate preservation of the public health, safety and welfare.

SECTION 2. City Council finds that this urgency interim ordinance is necessary for the immediate preservation of public health, safety, and welfare in order to protect residents and local businesses from inconsistent or undue traffic, safety and noise impacts resulting from the lack of considered development standards, and further finds that:

- A. The proliferation of car wash facilities in the absence of information about such uses in general presents a current and immediate threat to the public health, safety and welfare in that the demand for and impacts of the number and location of such businesses as a whole are unknown at this time.
- B. To allow the approval of land use entitlements for the development of such businesses while the City studies and considers development standards or amendments to its Municipal Code, could result in inconsistent land uses and policies that would be harmful to the public health, safety and welfare.
- C. Without this urgency interim ordinance, the City would be without appropriate regulations to properly address the impacts of a car wash facility at various locations or set appropriate conditions of approval, if any, pending the outcome of the study.
- D. The absence of this urgency interim ordinance would create a serious threat to the orderly and effective implementation of the City's Municipal Code or may be in conflict with or frustrate contemplated or necessary updates and revisions to the City's Municipal Code;

SECTION 3. During this moratorium, the City will obtain and study information about car wash facilities and their numbers, locations, and impacts on a city based on its population or geographic size, on traffic, safety, and noise, and how their uses align with the City's General Plan and Municipal Code objectives.

SECTION 4. City Council hereby enacts this interim urgency ordinance by not less than a four-fifths vote, and in light of the findings set forth herein, under the authority granted to it by Article XI, Section 7 of the California Constitution and Section 65858(a) of the California Government Code to protect public safety, health, and

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

welfare, prohibiting any uses that may be in conflict this ordinance and the issues City Council intends to immediately begin to study.

SECTION 5. City Council finds that this ordinance is not subject to the California Environmental Quality Act because the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, and because it has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment (Sections 15060(c)(2) and (3)).

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 7. This ordinance shall become effective immediately upon adoption if adopted by at least a four-fifths vote of the City Council and shall be in effect for forty-five days from the date of adoption unless extended by Council in accordance with Government Code Section 65858.

SECTION 8. The City Clerk shall certify to the passage of this ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in Santee, California.

ADOPTED as an urgency interim ordinance in accordance with Government Code section 65858 at a Regular Meeting of the City Council held on this 11th day of September 2024, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED**

\_\_\_\_\_  
**JOHN MINTO, MAYOR**

**ATTEST**

\_\_\_\_\_  
**JAMES JEFFRIES, INTERIM CITY CLERK**



# Car Wash Facilities Map

