



City Council

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

CITY OF SANTEE

REGULAR MEETING AGENDA

Santee City Council

Interim City Manager | Gary Halbert
City Attorney | Shawn D. Hagerty
City Clerk | James Jeffries

MEETING INFORMATION

Wednesday, August 27, 2025

6:30 p.m.

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

IN-PERSON ATTENDANCE

Members of the public who wish to view the Council Meeting live may watch the live taping of the 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 start when the participant begins speaking.



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

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

LEGISLATIVE INVOCATION: Rock Church, El Cajon Campus – Phil Icenhower

PLEDGE OF ALLEGIANCE

RECOGNITION: Certificates of Recognition for the Santee Youth Business Fair and Award to the Santee Youth Entrepreneur of the Year

PRESENTATION: SDG&E's Wildfire and Public Safety Power Shutoff (PSPS) Activities

CONSENT CALENDAR:

PLEASE NOTE: Consent Calendar items are considered routine and will be approved by one motion with no separate discussion. The public, staff or Council Members may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be submitted 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 – Jeffries)
- (2) Approval of Payment of Demands as Presented. (Finance – Jennings)
- (3) Approval of the Expenditure of \$125,759.42 for July 2025 Legal Services. (Finance – Jennings)
- (4) Second Reading and Adoption of an Ordinance Amending Santee Municipal Code Title 13 (Zoning) Regarding Industrial Use Regulations and Finding the Action to Not Require Environmental Review per CEQA Section 15378(b)(5) (ZOA-2025-0002). (City Clerk – Jeffries)
- (5) Adoption of a Resolution Authorizing the Execution of a Fourth Amendment to the Professional Services Agreement with HMC Group DBA HMC Architects for Architectural, Engineering, Landscape Architectural and Construction Support for the Santee Community Center (CIP 2018-31) Project. (Engineering – Schmitz)
- (6) Adoption of a Resolution Awarding the Construction Contract to A. Preman Roofing, Inc. for the Fire Station No. 4, 2nd Story Roof Replacement (CIP 2026-32) Project and Determining the Project is Categorically Exempt from Environmental Review Under the California Environmental Quality Act ("CEQA") per State CEQA Guidelines Section 15301(c). (Engineering/Fire – Schmitz/Wallace)



- (7) **Adoption of a Resolution Awarding the Construction Contract to Angus Asphalt, Inc. for the Citywide Concrete Repair & Replacement Program 2025 (CIP 2024-06) Project and Determining the Project is Categorically Exempt from Environmental Review Under the California Environmental Quality Act ("CEQA") per State CEQA Guidelines Section 15301(c). (Engineering – Schmitz)**

NON-AGENDA PUBLIC COMMENT (15 minutes):

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

PUBLIC HEARING:

- (8) **Public Hearing for a Development Review Permit (DR-2023-0002) and Conditional Use Permit (P2023-1) to Construct a 300,145 Square-Foot Industrial Building Located at 10990 N. Woodside Avenue in the Light Industrial (IL) Zone and Certify the Final Environmental Impact Report (ENV-2024-0003) (Applicant: North Palisade Opco, LLC). (Planning and Building – Sawa)**

Recommendation:

1. Conduct and close the Public Hearing; and
2. Certify the Final Environmental Impact Report; adopt Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program under CEQA; and approve the Project, per the Resolution; and
3. Approve the Development Review Permit DR2023-2 per the Resolution; and
4. Approve Conditional Use Permit P2023-1 per the Resolution.

CONTINUED BUSINESS:

- (9) **Approval of Community Benefit Agreements with Each of the Four Retail Commercial Cannabis Businesses and Finding the Actions Exempt from the California Environmental Quality Act ("CEQA") Pursuant to CEQA Guidelines Section 15303. (Planning and Building – Sawa)**

Recommendation:

1. Find all actions exempt from CEQA and approve the Notices of Exemption; and
2. Approve and authorize the City Manager to sign the Community Benefits Agreements with Hillside Group Santee, LLC (BUZZ), Santee Project LLC (Dr. Green Thumb's), 9805 Prospect LLC (Flyte), and East County Prospect LLC (Green Reserve).



(10) Approval of Organizational Restructuring, Salary Schedule Amendments and Appropriation of General Fund Reserves to the Fiscal Year 2025-26 Operating Budget. (City Manager – Halbert)

Recommendation:

Approve the proposed organizational restructuring as outlined in the report and adopt the Resolution amending the adopted Salary Schedule to reflect updated salary bands for the Director of Human Resources and Director of Community Services and to include three new classifications; and authorize the appropriation of \$205,120.00 from General Fund Reserves to the Fiscal Year 2025-26 Operating Budget to implement the reorganization plan and take related actions as detailed in the staff report.

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:

(11) E-Bike Regulation. (City Attorney – Hagerty)

Recommendation:

Receive the report.

CLOSED SESSION:

(12) Public Employment

(Gov. Code section 54957)

Title: City Manager

(13) Public Employee Appointment

(Gov. Code section 54957)

Title: City Manager

(14) Conference with Labor Negotiators

(Gov. Code section 54957.6)

City Designated Representatives: Council Ad Hoc Negotiating Sub-Committee

Unrepresented Employee: Potential New City Manager

ADJOURNMENT:



BOARDS, COMMISSIONS & COMMITTEES AUGUST AND SEPTEMBER REGULAR MEETINGS

Aug. 06	Santee Park and Recreation Committee	Council Chamber
~~Aug. 09~~	~~Community Oriented Policing Committee~~ — Cancelled —	~~Council Chamber~~
Aug. 13	Council Meeting	Council Chamber
Aug. 27	Council Meeting	Council Chamber
Sep. 03	Santee Park and Recreation Committee	Council Chamber
Sep. 08	Community Oriented Policing Committee	Council Chamber
Sep. 10	Council Meeting	Council Chamber
Sep. 18	Santee Manufactured Home Fair Practices Commission	Council Chamber
Sep. 24	Council Meeting	Council Chamber

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

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

The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires modification or accommodation in order to participate in a meeting should direct such a request to the City Clerk's Office at (619) 258-4100, ext. 114 at least 48 hours before the meeting, if possible.

MEETING DATE August 27, 2025

ITEM TITLE CERTIFICATES OF RECOGNITION FOR THE SANTEE YOUTH BUSINESS FAIR AND AWARD TO THE SANTEE YOUTH ENTREPRENEUR OF THE YEAR

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

Momentum Tutoring, in partnership with the City of Santee, Kiwanis Club of Santee and Santee Chamber of Commerce, organized the Santee Youth Business Fair. The fair was held on August 16th, 2025, at Santee Lakes and hosted 58 youth business booths.

The Santee Youth Business Fair provided a wonderful opportunity for young people to launch their own business, learn how to develop a brand, product or service, and open to customers at a one-day marketplace. During the event, 70 youth entrepreneurs set up shops for the public to peruse and purchase goods or services. All entrepreneurs worked diligently over their summer breaks to bring their businesses to life and were assessed for eligibility for the Santee Youth Entrepreneur of the Year award.

The Santee Youth Entrepreneur of the Year award will be presented to one of the young entrepreneurs who exemplifies a strong marketing strategy, unique product/service, creativity and professionalism.

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW ☐ N/A • ☒ Completed

RECOMMENDATION

Present award and certificates of recognition.

ATTACHMENT

None

MEETING DATE August 27, 2025

ITEM TITLE SDG&E'S WILDFIRE AND PUBLIC SAFETY POWER SHUTOFF
(PSPS) ACTIVITIES

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

Representatives from San Diego Gas & Electric (SDG&E) will provide a presentation on their wildfire and Public Safety Power Shutoff (PSPS) activities with topics including an overview of the PSPS program and notifications, fire season outlook, and wildfire risk mitigation efforts.

ENVIRONMENTAL REVIEW

N/A

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW ☒ N/A • ☐ Completed

RECOMMENDATION

Receive the presentation.

ATTACHMENT

None

MEETING DATE August 27, 2025

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, 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 August 27, 2025

ITEM TITLE APPROVAL OF PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Heather Jennings, Finance 

SUMMARY

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

FINANCIAL STATEMENT

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

CITY ATTORNEY REVIEW ☒ N/A • ☐ Completed

RECOMMENDATION

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>
07/24/25	Accounts Payable	\$ 1,658,802.05
07/29/25	Accounts Payable	2,014,874.00
07/29/25	Accounts Payable	3,041,299.00
08/01/25	Retiree Health	5,203.00
08/05/25	Accounts Payable	184,712.48
08/06/25	Accounts Payable	165,565.33
08/06/25	Accounts Payable	1,566,581.75
08/07/25	Accounts Payable	279,912.20
08/07/25	Accounts Payable	54,260.17
08/07/25	Payroll	543,477.25
08/08/25	Accounts Payable	68,140.63
08/11/25	Accounts Payable	161,492.30
08/12/25	Accounts Payable	24,623.36
08/12/25	Accounts Payable	352,931.25
08/13/25	Accounts Payable	396,741.57
08/14/25	Accounts Payable	266,441.03
	TOTAL	\$ 10,785,082.12

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, Director of Finance

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08/14/2025 11:37:14AM

Voucher List
CITY OF SANTEE

Page 1

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
509041	7/24/2025	10401 US BANK TRUST	2932377R		TARB 2016A; SEMI-ANNUAL DEBT S	1,658,802.05
					Total :	1,658,802.05
1 Vouchers for bank code : ubgen						Bank total : 1,658,802.05
1 Vouchers in this report						Total vouchers : 1,658,802.05

Prepared by: Je. Williams

Date: 8.14.25

Approved by: [Signature]

Date: 8/14/25

Page 1

vchlist
08/14/2025 10:53:27AM

Voucher List
CITY OF SANTEE

Page 2

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139225	7/29/2025	10429 CALPERS	17971390		UNFUNDED LIABILITY MISC PLAN	2,014,874.00
Total :						2,014,874.00

1 Vouchers for bank code : ubgen

Bank total : 2,014,874.00

1 Vouchers in this report

Total vouchers : 2,014,874.00

Prepared by:

Date:

Approved by:

Date:

Page 2

vchlist

08/14/2025

11:00:13AM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139325	7/29/2025	10429 CALPERS	17971401		UNFUNDED LIABILITY SAFETY PLAN	3,041,299.00
Total :						3,041,299.00
1 Vouchers for bank code : ubgen						Bank total : 3,041,299.00
1 Vouchers in this report						Total vouchers : 3,041,299.00

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

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Payroll Processing Report
CITY OF SANTEE
8/1/2025 to 8/30/2025-1 Cycle m

Page 4

EARNINGS SECTION					DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals					Employees: 30								
reth			5,460.00		catax	5,460.00	46.00						
					fedtax	5,460.00	211.00						
Grand Totals	0.00		5,460.00				257.00	0.00	Gross: 5,460.00 Net: 5,203.00				

Gross:	5,460.00
Net:	5,203.00

<< No Errors / No Warnings >>

EB 8/13/25

PPE 8/13/25
paydate 8/1/25

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08/05/2025 3:37:35PM

Voucher List
CITY OF SANTEE

Page 5

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140048	8/5/2025	10032 CINTAS CORPORATION 694	4236984735	55335	MISC.FLEET RENTALS	75.09
Total :						75.09
140049	8/5/2025	15488 DARKTRACE HOLDINGS LTD	10035500	55427	SUBSCRIPTION BUNDLE	8,442.87
Total :						8,442.87
140050	8/5/2025	14785 HEARTLAND FIRE	SNTQTR1FEES SNTQTR1LEASE		HFTA FY 25-26 1ST QTR HFTA 1ST QTR LEASE FEES	14,566.00 4,306.00
Total :						18,872.00
140051	8/5/2025	15685 IMS INFRASTRUCTURE MGMT SVS	250630-66	55396	PROGRESS PAYMENT #1 CIP 2025-	7,875.00
Total :						7,875.00
140052	8/5/2025	14208 MINUTEMAN PRESS EL CAJON	67031 67032		BUS CARDS BUS CARDS	160.77 214.36
Total :						375.13
140053	8/5/2025	12251 PRISM	26400963		OPTIONAL EXCESS LIABILITY PRO	69,901.00
Total :						69,901.00
140054	8/5/2025	10108 SAN DIEGO ASSOC OF GOVERNMENTS	320945		FY26 ARJIS JPA/CHARTER MEMBEI	78,955.00
Total :						78,955.00
140055	8/5/2025	10217 STAPLES ADVANTAGE	6036748849 6036837303	55349 55349	FY 25/26 OFFICE SUPPLIES - FINA FY 25/26 OFFICE SUPPLIES - FINA	65.19 25.20
Total :						90.39
140056	8/5/2025	12480 UNITED SITE SERVICES	114-14095076	55423	FENCE RENTAL	126.00
Total :						126.00
9 Vouchers for bank code : ubgen						Bank total : 184,712.48
9 Vouchers in this report						Total vouchers : 184,712.48

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08/05/2025 3:37:35PM

Voucher List
CITY OF SANTEE

Page 6

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Prepared by: 

Date: 8/5/25

Approved by: 

Date: 8-5-25

Page 6

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08/14/2025 10:18:29AM

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
61321	8/6/2025	10956 FRANCHISE TAX BOARD	PPE 7/30/25		CA STATE TAX WITHHELD	41,285.05
Total :						41,285.05
61323	8/6/2025	10955 DEPARTMENT OF THE TREASURY	PPE 7/30/25		FEDERAL WITHHOLDING TAX	124,280.28
Total :						124,280.28
2 Vouchers for bank code : ubgen						Bank total : 165,565.33
2 Vouchers in this report						Total vouchers : 165,565.33

Prepared by:

Date:

Approved by:

Date:

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08/06/2025 1:49:00PM

Voucher List
CITY OF SANTEE

Page 8

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140057	8/6/2025	15392 4LEAF INC	J4363D-REV	55033	4LEAF, INC. PLANNING SVCS	2,700.00
Total :						2,700.00
140058	8/6/2025	14306 AZTEC LANDSCAPING INC	J1951	54798	FY24/25 CUSTODIAL SERVICES - P	150.33
Total :						150.33
140059	8/6/2025	10876 CANON SOLUTIONS AMERICA INC	4040964747	54839	PLOTTER MAINTENANCE & USAGE	171.20
Total :						171.20
140060	8/6/2025	10142 CSA SAN DIEGO COUNTY	935	54963	CDBG SUBRECIPIENT	4,870.74
Total :						4,870.74
140061	8/6/2025	10046 D MAX ENGINEERING INC	9392	54849	STORMWATER PROGRAM ASSISTA	28,838.95
			9393	54850	CONSTRUCTION INSPECTIONS & F	1,587.52
Total :						30,426.47
140062	8/6/2025	13129 DAVID TURCH AND ASSOCIATES	071625	54881	HIGHWAY 52 COALITION	5,000.00
Total :						5,000.00
140063	8/6/2025	12655 DELL MARKETING LP	10824887172	55204	MONTHLY WEBSITE HOSTING FEE	476.46
Total :						476.46
140064	8/6/2025	12120 GEOCON INCORPORATED	125060273	55087	GEOTECHNICAL REVIEW - SANTEE	2,610.00
Total :						2,610.00
140065	8/6/2025	14459 HMC ARCHITECTS	180578	53747	SANTEE COMMUNITY CENTER	1,821.75
Total :						1,821.75
140066	8/6/2025	14833 INTERWEST CONSULTING GROUP	1573235	55193	BUILDING EXPERT CONSULTING	3,253.75
			1964122	55193	BUILDING EXPERT CONSULTING	27,615.52
			2024631	55193	BUILDING EXPERT CONSULTING	6,137.50
Total :						37,006.77
140067	8/6/2025	10446 PLAY-WELL TEKNOLOGIES	DB26926		INSTRUCTOR PAYMENT	1,860.00
Total :						1,860.00
140068	8/6/2025	10606 SD COUNTY SHERIFF'S DEPT	06/2025 SHERIFF		LAW ENFORCEMENT JUNE 2025	1,479,488.03

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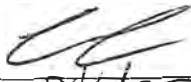
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08/06/2025 1:49:00PM

Voucher List
CITY OF SANTEE

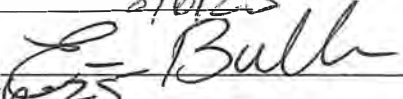
Page 9

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140068	8/6/2025	10606	10606 SD COUNTY SHERIFF'S DEPT	(Continued)		
Total :						1,479,488.03
12 Vouchers for bank code : ubgen						Bank total : 1,566,581.75
12 Vouchers in this report						Total vouchers : 1,566,581.75

Prepared by: 

Date: 8/6/25

Approved by: 

Date: 8-6-25

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08/07/2025 8:44:47AM

Voucher List
CITY OF SANTEE

Page 10

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140069	8/7/2025	12724 AMERICAN FIDELITY ASSURANCE	D870152		VOLUNTARY LIFE INS-AM FIDELITY	4,681.16
					Total :	4,681.16
140070	8/7/2025	12903 AMERICAN FIDELITY ASSURANCE CO	2535887		FLEXIBLE SPENDING ACCOUNT	3,008.65
					Total :	3,008.65
140071	8/7/2025	10334 CHLIC	3579420		MEDICAL AND DENTAL INSURANCE	262,120.36
					Total :	262,120.36
140072	8/7/2025	14793 CONTROLLING INS COST IN CA, SCHOOL 2025-08			EMPLOYEE ASSISTANCE PROGRAI	457.04
					Total :	457.04
140073	8/7/2025	14452 MEDICAL AIR SERVICES ASSC	July 2025		MEDICAL AIR TRANSPORT SVCS	151.00
					Total :	151.00
140074	8/7/2025	10785 RELIANCE STANDARD LIFE	August 2025		VOLUNTARY LIFE INSUR	291.78
					Total :	291.78
140075	8/7/2025	10424 SANTEE FIREFIGHTERS	PPE 7/30/25		BATT CHIEF-STATION EXPENSE	4,907.43
					Total :	4,907.43
140076	8/7/2025	10776 STATE OF CALIFORNIA	PPE 7/30/25		WITHHOLDING ORDER	449.53
					Total :	449.53
140077	8/7/2025	10776 STATE OF CALIFORNIA	PPE 7/30/25		WITHHOLDING ORDER	260.30
					Total :	260.30
140078	8/7/2025	10001 US BANK	PPE 7/30/25		PARS RETIREMENT	2,943.42
					Total :	2,943.42
140079	8/7/2025	14600 WASHINGTON STATE SUPPORT	PPE 7/30/25		WITHHOLDING ORDER	641.53
					Total :	641.53
11 Vouchers for bank code : ubgen						Bank total : 279,912.20
11 Vouchers in this report						Total vouchers : 279,912.20

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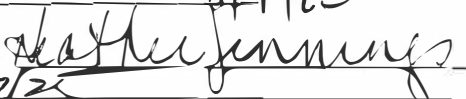
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Voucher List
CITY OF SANTEE

Page 11

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>

Prepared by: 
Date: 8/7/25
Approved by: 
Date: 8/7/25

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vchlist
08/14/2025 11:19:44AM

Voucher List
CITY OF SANTEE

Page 12

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
902340	8/7/2025	10482 TRISTAR RISK MANAGEMENT	122827		AUGUST PREFUNDING	54,260.17
Total :						54,260.17
1 Vouchers for bank code : ubgen						Bank total : 54,260.17
1 Vouchers in this report						Total vouchers : 54,260.17

Prepared by:

Date:

Approved by:

Date:

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PyBatch
08/04/2025 12:41:33PM

Payroll Processing Report
CITY OF SANTEE

Page 13

7/17/2025 to 7/30/2025-1 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
					sb-3		70.38						
					sffa		3,760.96						
					sffapc		1,015.22						
					st1cs3	73,503.42	2,205.11	-2,205.11					
					st2cs3	16,860.55	505.82	-505.82					
					texlif		249.71						
					vaccpr		681.40						
					vaccpt		170.76						
					vcanpr		419.08						
					vcanpt		132.95						
					vgcipt		63.62						
					vghipr		31.12						
					vision	16,023.44	527.67						
					voladd		17.55						
					voldis		292.21						
					vollad			145.88					
					vollif		145.90						
Grand Totals	18,780.42		861,352.24				317,874.99	334,944.80		Gross: 861,352.24 Net: 543,477.25			

<< No Errors / 13 Warnings >>

EB 8/5/25
PPE 7/30/25
Paydate 8/7/25

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6777409	8/8/2025	14705 RHS MISSIONSQUARE	PPE 7/30/25		RETIREE HSA	5,167.32
					Total :	5,167.32
6993650	8/8/2025	14704 457 MISSIONSQUARE	PPE 7/30/25		ICMA - 457	62,973.31
					Total :	62,973.31
2 Vouchers for bank code : ubgen					Bank total :	68,140.63
2 Vouchers in this report					Total vouchers :	68,140.63

Prepared by: Juan M
Date: 8-14-25
Approved by: E. Bullock
Date: 8-14-25

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
7255	8/11/2025	10353 PERS	07 25 5		RETIREMENT PAYMENT	161,492.30
Total :						161,492.30
1 Vouchers for bank code : ubgen						Bank total : 161,492.30
1 Vouchers in this report						Total vouchers : 161,492.30

Prepared by:

Date:

Approved by:

Date:

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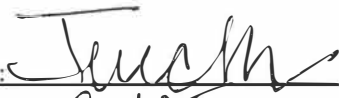
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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12900	8/12/2025	10482 TRISTAR RISK MANAGEMENT	202507-SANTEE5519		WORKERS COMP LOSSES; JUL25	24,623.36
Total :						24,623.36
1 Vouchers for bank code : ubgen						Bank total : 24,623.36
1 Vouchers in this report						Total vouchers : 24,623.36

Prepared by: 

Date: 8/14/25

Approved by: 

Date: 8/14/25

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12699	8/12/2025	10401 US BANK TRUST	2953569		CFD 2017 DEBT SERVICE SEMI ANI	352,931.25
Total :						352,931.25
1 Vouchers for bank code : ubgen						Bank total : 352,931.25
1 Vouchers in this report						Total vouchers : 352,931.25

Prepared by:

Date:

Approved by:

Date:

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140080	8/13/2025	13456 AGRICULTURAL PEST CONTROL	807911	54828	PEST CONTROL SERVICES	632.65
			810256	54828	PEST CONTROL SERVICES	165.00
					Total :	797.65
140081	8/13/2025	10510 AMAZON WEB SERVICES, INC	2213187213		AMAZON CLOUD SERVICES	100.00
					Total :	100.00
140082	8/13/2025	10533 AVENU INSIGHTS & ANALYTICS	INV06-019448	55445	2024 ACFR STATISTICAL REPORTS	1,870.00
					Total :	1,870.00
140083	8/13/2025	14306 AZTEC LANDSCAPING INC	J2108	54798	CUSTODIAL SERVICES - PARKS	292.72
					Total :	292.72
140084	8/13/2025	10020 BEST BEST & KRIEGER LLP	LEGAL JUNE 2025		LEGAL SERVICES JUNE 2025	121,205.61
					Total :	121,205.61
140085	8/13/2025	10023 BUILDERS FENCE COMPANY INC	098971	54993	FENCING MATERIALS & SUPPLIES	2,667.49
					Total :	2,667.49
140086	8/13/2025	10024 BUSINESS PRINTING COMPANY INC	152251	55260	WEARING APPAREL	905.10
					Total :	905.10
140087	8/13/2025	10030 CASCADE FIRE EQUIPMENT CO INC	INV19204	55164	BRASS FOR TYPE 6 ENGINE	1,643.19
					Total :	1,643.19
140088	8/13/2025	10569 CHARLENE'S DANCE N CHEER	420		SPRING INSTRUCT CLASSES	9,477.00
			421		SUMMER SPECIALTY CAMPS	2,526.00
					Total :	12,003.00
140089	8/13/2025	12328 CINTAS FIRE 636525	020D057224	55097	ANNUAL FIRE EXTINGUISHER SER	463.78
			020D057226	55097	ANNUAL FIRE EXTINGUISHER SER	458.75
			020D057228	55097	ANNUAL FIRE EXTINGUISHER SER	827.03
			020D057230	55097	ANNUAL FIRE EXTINGUISHER SER	573.35
					Total :	2,322.91
140090	8/13/2025	10050 CITY OF EL CAJON	2838		HCFA PASS THROUGH CHARGES	968.23

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140090	8/13/2025	10050 10050 CITY OF EL CAJON	(Continued)		Total :	968.23
140091	8/13/2025	10161 CORE SERVICES INC	91311	54916	CUSTODIAL SERVICES - OFFICES	5,043.39
			91312	54916	CUSTODIAL SERVICES - OFFICES	1,199.99
			91325	54916	CUSTODIAL SERVICES - OFFICES	1,199.99
					Total :	7,443.37
140092	8/13/2025	10171 COUNTY OF SAN DIEGO AUDITOR &	06/2025 AGENCY REV		06/2025 AGENCY PARK CITE REPT	398.75
			06/2025 DMV REVENUE		06/2025 DMV PARK CITE REPT	734.75
			06/2025 PHOENIX REV		06/2025 PHOENIX CITE REV REPT	991.75
					Total :	2,125.25
140093	8/13/2025	15413 COUNTYWIDE MECHANICAL SYSTEMS	75357	55099	PLUMBING REPAIRS & RELATED M	1,735.80
					Total :	1,735.80
140094	8/13/2025	14811 DIGITECH COMPUTER LLC	618000337	54998	SLEMSA BILLING CONTRACT SERV	17,951.11
					Total :	17,951.11
140095	8/13/2025	12483 DISCOUNT SIGNS AND BANNERS	5806	54854	DEPT IDENTIFICATION DECALS	75.43
					Total :	75.43
140096	8/13/2025	13582 DOWNSTREAM SERVICES INC	184609	55224	TRASH CAPTURE DEVICE CLEANIN	8,910.00
			184677	55236	MAST PARK VAULT TOILET CLEANI	3,586.00
					Total :	12,496.00
140097	8/13/2025	13442 EBBIN MOSER + SKAGGS LLP	5127	52777	MSCP SUBAREA PLAN	9,630.00
			5128	52777	MSCP SUBAREA PLAN	11,770.00
					Total :	21,400.00
140098	8/13/2025	11119 FERGUSON ENTERPRISES INC	5334257-1	55000	PLUMBING SUPPLIES	295.76
					Total :	295.76
140099	8/13/2025	12271 FERNO WASHINGTON INC	955927	54918	EQUIPMENT REPAIR PARTS	2,669.08
					Total :	2,669.08
140100	8/13/2025	10070 HAWTHORNE CAT MACHINERY	23310501	54802	EQUIPMENT RENTAL	913.97
			23315901	54802	EQUIPMENT RENTAL	2,549.64

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140100	8/13/2025	10070 10070 HAWTHORNE CAT MACHINERY	(Continued)			Total : 3,463.61
140101	8/13/2025	11196 HD SUPPLY FACILITIES	9238154493		LOCKERS	996.58
					Total :	996.58
140102	8/13/2025	11807 IMPERIAL SPRINKLER SUPPLY	0020640914-004	55225	CALSENSE UPGRADES	16,119.46
			0020640914-005	55225	CALSENSE UPGRADES	6,831.48
					Total :	22,950.94
140103	8/13/2025	12955 IRON MOUNTAIN OUTFITTERS	IM63025	55242	UNIFORMS	2,460.73
					Total :	2,460.73
140104	8/13/2025	15316 JD ANIMAL REMOVAL INC	1910	54805	DEAD ANIMAL REMOVAL SERVICE	1,440.00
					Total :	1,440.00
140105	8/13/2025	13155 LIFETIME DOG TRAINING, LLC	5015		DOG TRAINING SPRING	2,281.50
					Total :	2,281.50
140106	8/13/2025	10085 NATIONAL SAFETY COMPLIANCE INC	100335		DRUG/ALCOHOL TESTING	150.00
			100653		DRUG/ALCOHOL TESTING	209.58
					Total :	359.58
140107	8/13/2025	10308 O'REILLY AUTO PARTS	2968-283578	54864	VEHICLE REPAIR PARTS	78.72
					Total :	78.72
140108	8/13/2025	14366 PACIFIC PLAY SYSTEMS INC	2024-2116	55239	MAST PARK PLAYGROUND SPINNE	3,390.00
					Total :	3,390.00
140109	8/13/2025	14690 PATH INC	Q12 APR25 - JUN25	54265	ARPA FUNDED - PATH SD HOMELE	30,901.97
					Total :	30,901.97
140110	8/13/2025	10150 PROBUILD	04-0399667	54934	BUILDING MATERIALS & SUPPLIES	225.15
			04-0399669	54934	BUILDING MATERIALS & SUPPLIES	54.51
					Total :	279.66
140111	8/13/2025	12062 PURETEC INDUSTRIAL WATER	2301344	55042	DEIONIZED WATER SERVICE - PSC	16.70
			2306470	55042	DEIONIZED WATER SERVICE - PSC	158.40

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140111	8/13/2025	12062 12062 PURETEC INDUSTRIAL WATER	(Continued)			Total : 175.10
140112	8/13/2025	10552 SAFEWAY SIGN COMPANY	24968		SIGN POSTS	3,118.29
						Total : 3,118.29
140113	8/13/2025	10768 SANTEE SCHOOL DISTRICT	9762	55044	JOINT USE FIELDS - RIO SECO	909.17
						Total : 909.17
140114	8/13/2025	14245 SEVERIN MOBILE TOWING	25-201350	55049	TRAINING SUPPLIES	300.00
						Total : 300.00
140115	8/13/2025	13206 SHARP BUSINESS SYSTEMS DIVISIO	9005415234 9005415746		COPY CHARGES COPY CHARGES	932.80 932.80
						Total : 1,865.60
140116	8/13/2025	10217 STAPLES ADVANTAGE	6024131639 6035257559	54869 55017	FY 24/25 OFFICE SUPPLIES - FINA OFFICE SUPPLIES - PSD	34.87 183.16
						Total : 218.03
140117	8/13/2025	10119 STEVEN SMITH LANDSCAPE INC	3689 3690 3692 3726 3727	54900 54901 54812 54900 54901	A 2 LANDSCAPE SERVICES FY24/25 - AREA 3 LANDSCAPE SEF A1 LANDSCAPE SERVICES A 2 LANDSCAPE SERVICES A 3 LANDSCAPE SERVICES	3,412.00 2,400.00 59,925.88 21,760.00 12,086.00
						Total : 99,583.88
140118	8/13/2025	10572 SUNBELT RENTALS INC	170826107-0001	54814	EQUIPMENT RENTAL	154.73
						Total : 154.73
140119	8/13/2025	10316 TCB EMBROIDERY	19997 20013	54938 55246	PSD UNIFORM APPAREL WORK SHIRTS	488.11 1,434.15
						Total : 1,922.26
140120	8/13/2025	15120 THE WATCHLIGHT CORPORATION	891518 891527	54912 54912	SECURITY ALARM SERVICES SECURITY ALARM SERVICES	330.00 3,883.63
						Total : 4,213.63
140121	8/13/2025	10325 VALLEY POWER SYSTEM INC	R56333	54902	VEHICLE SUPPLIES	619.64

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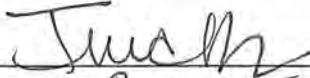
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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140121	8/13/2025	10325 10325 VALLEY POWER SYSTEM INC	(Continued)			Total : 619.64
140122	8/13/2025	14097 VOICES FOR CHILDREN	04_071025	54968	CDBG SUBRECIPIENT	1,771.60
						Total : 1,771.60
140123	8/13/2025	10148 WESTAIR GASES EQUIPMENT INC	0012039724	54872	WELDING SUPPLIES	239.31
						Total : 239.31
140124	8/13/2025	10331 WHITE CAP LP	50032124449	54961	TOOLS, MATERIALS & SUPPLIES	2,079.34
						Total : 2,079.34
45 Vouchers for bank code : ubgen						Bank total : 396,741.57
45 Vouchers in this report						Total vouchers : 396,741.57

Prepared by: 

Date: 8.13.25

Approved by: 

Date: 8/13/25

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140125	8/14/2025	10010 AIS TRUST ACCOUNT NEWPORT	3179637		CONCERT INSURANCE	2,938.00
Total :						2,938.00
140126	8/14/2025	10293 AUTO ZONE INC	03347322937	55317	VEHICLE REPAIR PART	14.45
Total :						14.45
140127	8/14/2025	10017 BAY CITY ELECTRIC WORKS	W315665	55378	GENERATOR MAINT & REPAIRS	205.00
Total :						205.00
140128	8/14/2025	12951 BERRY, BONNIE	August 1, 2025		RETIREE HEALTH PAYMENT	91.00
Total :						91.00
140129	8/14/2025	15728 BRIGHTLINE GROWTH LLC	HL-000770-2024		HOME OCCUPATION BUSINESS LIC	4.00
Total :						4.00
140130	8/14/2025	10030 CASCADE FIRE EQUIPMENT CO INC	INV19880	55380	FIRE EQUIPMENT	283.13
Total :						283.13
140131	8/14/2025	10031 CDW GOVERNMENT LLC	AE9SG7K	55403	SOFTWARE SUBSCRIPTION LICEN	1,571.90
Total :						1,571.90
140132	8/14/2025	10032 CINTAS CORPORATION 694	4237711824	55335	MISC FLEET SHOP RENTALS	75.09
Total :						75.09
140133	8/14/2025	10050 CITY OF EL CAJON	2818		JPA MEMBER FEES -FY 26 Q1	169,778.00
Total :						169,778.00
140134	8/14/2025	10268 COOPER, JACKIE	August 1, 2025		RETIREE HEALTH PAYMENT	91.00
Total :						91.00
140135	8/14/2025	15413 COUNTYWIDE MECHANICAL SYSTEMS	75510	55384	PLUMBING REPAIRS & RELATED M	576.96
Total :						576.96
140136	8/14/2025	10333 COX COMMUNICATIONS	038997401; JUL25 094486701; AUG 25		9951 RIVERWALK DR CITY HALL GROUP BILL	57.00 3,496.60
Total :						3,553.60

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140137	8/14/2025	10333 COX COMMUNICATIONS	141609201; JUL25		APT IT-FS4 8950 COTTONWOOD A\	207.39
					Total :	207.39
140138	8/14/2025	10449 DAY MANAGEMENT CORPORATION	885071		EQUIPMENT RENTAL	1,071.30
					Total :	1,071.30
140139	8/14/2025	15601 DELL AWARDS	226971		SLEMSA COMMISSION SUPPLIES	28.02
					Total :	28.02
140140	8/14/2025	14926 EAGLES POINT SECURITY INC	27519	55419	SECURITY SANTEE SALUTES	1,725.38
			27737	55419	SECURITY SUMMER CONCERT	258.00
					Total :	1,983.38
140141	8/14/2025	12593 ELLISON WILSON ADVOCACY, LLC	2025-07-06	55418	LEGISLATIVE ADVOCACY SERVICE	1,500.00
					Total :	1,500.00
140142	8/14/2025	14446 ENTERPRISE FM TRUST	282938A-080525 (1)		VEHICLE LEASING PROGRAM	19,032.52
			282938A-080525 (2)	55339	FLEET MAINTENANCE SERVICES	247.56
					Total :	19,280.08
140143	8/14/2025	10196 FIRE PREVENTION SERVICES INC	ST28P010		FIRE PREVENTION REIMBURSEME	1,091.93
					Total :	1,091.93
140144	8/14/2025	11196 HD SUPPLY FACILITIES	9238603583	55430	PARK MAINT SUPPLIES	497.48
			9238621464	55430	PARK SUPPLIES	461.39
					Total :	958.87
140145	8/14/2025	15731 HORUS PROMOTIONAL MARKETING	HL-001345-2025		HOME OCCUPATION BUSINESS LIC	4.00
					Total :	4.00
140146	8/14/2025	10204 LIFE ASSIST INC	1613731	55324	EMS SUPPLIES	718.14
			1614752	55324	EMS SUPPLIES	1,006.40
			1615122	55324	EMS SUPPLIES	994.98
			1616977	55324	EMS SUPPLIES	342.00
			1618030	55324	EMS SUPPLIES	1,286.52
			1618396	55324	EMS SUPPLIES	388.06
			1618776	55324	EMS SUPPLIES	1,420.97
			1620522	55324	EMS SUPPLIES	259.68

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Voucher List
CITY OF SANTEE

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140146	8/14/2025	10204 LIFE ASSIST INC	(Continued)			
			1620524	55324	EMS SUPPLIES	259.68
			1621831	55324	EMS SUPPLIES	68.32
					Total :	6,744.75
140147	8/14/2025	15729 LI'L BRUISED BIRD	HL-001184-2025		HOME OCCUPATION BUSINESS LIC	4.00
					Total :	4.00
140148	8/14/2025	10207 LOCKHART TRAINING	2586		INSTRUCTOR PAYMENT	462.15
					Total :	462.15
140149	8/14/2025	15225 LONG, CHERYL L	August 1, 2025		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
140150	8/14/2025	14505 LOPEZ, MARK ALLEN	PO54378		SUMMER CONCERT BAND	875.00
					Total :	875.00
140151	8/14/2025	10507 GREAT AMERICA FINANCIAL SVCS	39760262; AUG25		MITEL MXE III CONTROLLER SATA :	1,588.52
					Total :	1,588.52
140152	8/14/2025	13369 NATIONWIDE MEDICAL	IN46315	55325	EMS SUPPLIES	327.28
					Total :	327.28
140153	8/14/2025	10308 O'REILLY AUTO PARTS	2968-299839	55364	VEHICLE REPAIR PART	110.08
					Total :	110.08
140154	8/14/2025	10446 PLAY-WELL TEKNOLOGIES	DB27067		CONTRACT CAMP PAYMENT	3,744.80
					Total :	3,744.80
140155	8/14/2025	12062 PURETEC INDUSTRIAL WATER	2311121	55326	DEIONIZED WATER DELIVERY SER	16.70
					Total :	16.70
140156	8/14/2025	15343 QUADIENT FINANCE USA INC	071825		POSTAGE	190.37
					Total :	190.37
140157	8/14/2025	10095 RASA	5870	55434	MAP CHECK - SANTEE HISS TM 201	1,750.00
			5871	55434	MAP CHECK - GRAVES LOT MERGE	350.00
			5872	55434	MAP CHECK - 8861 MAGNOLIA LOT	700.00

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Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140157	8/14/2025	10095 RASA	(Continued) 5875	55434	MAP CHECK - CERTIFICATE OF CO	350.00
					Total :	3,150.00
140158	8/14/2025	15733 RAYMOND PHAN STUDIO	HL-000848-2024		HOME OCCUPATION BUSINESS LIC	4.00
					Total :	4.00
140159	8/14/2025	12237 RAYON, KYLE	August 1, 2025		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
140160	8/14/2025	10096 ROGER DANIEL'S ALIGN & BRAKE	61776	55303	VEHICLE REPAIR	1,130.82
					Total :	1,130.82
140161	8/14/2025	10677 SANTEE CHAMBER OF COMMERCE	5289	55272	FALL SANTEE MAGAZINE AD	2,400.00
					Total :	2,400.00
140162	8/14/2025	14797 SEDANO FORD OF LM INC	20521585	55373	VEHICLE REPAIR PART	11.24
					Total :	11.24
140163	8/14/2025	11072 SHOW STOPPER WAX PRODUCTS	000059	55306	VEHICLE SUPPLIES	413.76
					Total :	413.76
140164	8/14/2025	13047 SITEIMPROVE INC	USI-00008547	55273	WEBSITE COMPLIANCE CHECK SC	4,775.00
					Total :	4,775.00
140165	8/14/2025	12223 SITEONE LANDSCAPE SUPPLY LLC	155942082-002	55389	IRRIGATION PARTS	480.02
			156373424-001	55389	IRRIGATION PARTS	18.55
			156410230-001	55389	IRRIGATION PARTS	33.53
			156462872-001	55389	IRRIGATION PARTS	62.74
			156463869-001	55389	IRRIGATION PARTS	-16.91
			156471393-001	55389	IRRIGATION PARTS	105.19
			156490082-001	55389	IRRIGATION PARTS	-107.17
					Total :	575.95
140166	8/14/2025	11056 STANDARD ELECTRONICS	S61159	55392	FIRE ALARM & SPRINKLER MONITC	1,080.00
					Total :	1,080.00
140167	8/14/2025	10217 STAPLES ADVANTAGE	6036267042	55393	OFFICE SUPPLIES - PSD	1,713.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140167	8/14/2025	10217 STAPLES ADVANTAGE	(Continued)			
			6036837299	55393	OFFICE SUPPLIES - PSD	236.71
			6037593361	55412	OFFICE SUPPLIES	258.37
					Total :	2,208.82
140168	8/14/2025	10119 STEVEN SMITH LANDSCAPE INC	3752	55374	A 2 LANDSCAPE SERVICES	275.00
			3753	55374	A 2 LANDSCAPE SERVICES	247.50
			3775	55374	A 2 LANDSCAPE SERVICES	192.50
			3776	55374	A 2 LANDSCAPE SERVICES	126.00
					Total :	841.00
140169	8/14/2025	11947 SWARCO MCCAIN INC	PB3471	55398	TRANSPARITY TMS ANNUAL MAINT	7,325.00
					Total :	7,325.00
140170	8/14/2025	10250 THE EAST COUNTY	00154803		INVITATION TO BID	798.00
			00154920		ORDINANCE PUBLICATION	94.50
					Total :	892.50
140171	8/14/2025	15120 THE WATCHLIGHT CORPORATION	891106	55413	SECURITY ALARM SERVICES	359.40
			891107	55413	SECURITY ALARM SERVICES	239.40
			891108	55413	SECURITY ALARM SERVICES	239.40
			894189	55413	SECURITY ALARM SERVICES	110.00
					Total :	948.20
140172	8/14/2025	15091 T-MOBILE USA INC	993045165; JUL25		CITY HALL	1,488.07
					Total :	1,488.07
140173	8/14/2025	12480 UNITED SITE SERVICES	INV-5470390	55423	PORTABLE RESTROOM SERVICE	135.54
					Total :	135.54
140174	8/14/2025	10642 USPS-POC	7312025		POSTAGE REIMBURSEMENT	799.19
					Total :	799.19
140175	8/14/2025	11151 WESTNET INC	29392	55124	STATION 20 COMM EQUIPMENT	18,568.04
					Total :	18,568.04
140176	8/14/2025	10537 WETMORE'S	06P112946	55312	VEHICLE REPAIR PART	19.15

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vchlist
08/14/2025 12:36:23PM

Voucher List
CITY OF SANTEE

Page 28

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140176	8/14/2025	10537 10537 WETMORE'S	(Continued)		Total :	19.15
140177	8/14/2025	12930 WILLIAMS, ROCHELLE	August 1, 2025		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
140178	8/14/2025	12641 WITTORFF, VICKY DENISE	August 1, 2025		RETIREE HEALTH PAYMENT	31.00
					Total :	31.00

54 Vouchers for bank code : ubgen

Bank total : 266,441.03

54 Vouchers in this report

Total vouchers : 266,441.03

Prepared by: [Signature]

Date: 8-14-25

Approved by: [Signature]

Date: 8/14/25

MEETING DATE

August 27, 2025

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$125,759.42 FOR JULY 2025
LEGAL SERVICES

DIRECTOR/DEPARTMENT

Heather Jennings, Finance *HJ*

SUMMARY

Legal services invoices proposed for payment for the month of July 2025 total \$125,759.42 as follows:

1) General Retainer Services	\$ 18,431.00
2) Labor & Employment	4,589.20
3) Litigation & Claims	3,801.32
4) Special Projects - General Fund	67,843.10
5) Special Projects – Other Funds	4,648.80
6) Third-Party Reimbursable Projects	<u>26,446.00</u>
Total	<u>\$ 125,759.42</u>

FINANCIAL STATEMENT

Account Description: Legal Services

General Fund:	AMOUNT	BALANCE
Adopted Budget	\$ 923,170.00	
Revised Budget	923,170.00	
Prior Expenditures	-	
Current Request	(94,664.62)	\$ 828,505.38
Other Funds (excluding third-party reimbursable items):		
Adopted Budget	\$ 29,975.30	
Revised Budget	29,975.30	
Prior Expenditures	-	
Current Request	(4,648.80)	\$ 25,326.50

CITY ATTORNEY REVIEW ☒ N/A ☐ Completed

RECOMMENDATION *GHK*

Approve the expenditure of \$125,759.42 for July 2025 legal services and reimbursable costs.

ATTACHMENTS

1. Legal Services Billing Summary July 2025
2. Legal Services Billing Recap FY 2024-25



**LEGAL SERVICES BILLING SUMMARY
JULY 2025**

Attachment 1

DESCRIPTION	CURRENT AMOUNT	INVOICE NUMBER	NOTES
Retainer	\$ 18,431.00	1036970	
1001.00.1201.51020	18,431.00		
Labor & Employment:			
Labor & Employment	4,589.20	1036971	
1001.00.1201.51020	4,589.20		
Litigation & Claims:			
Litigation & Claims	2,854.30	1036972	
Schaeffer Receivership	714.02	1036982	
Hope for the Homeless Lakeside Inc.	233.00	1036983	
1001.00.1201.51020	3,801.32		
Special Projects (General Fund):			
Community Oriented Policing	9,725.60	1036973	
Annual Municipal Code Update	2,473.40	1036976	
CEQA Special Advice	1,221.80	1036987	
Prop 218	745.00	1036974	
Advanced Records Center Services for PRA	11,784.90	1036977	
Cannabis	22,141.40	1036978	
Special Training	15,012.80	1036979	
Surplus Land Act/Real Property Special Advice	1,043.00	1036981	
Housing and Planning Legal Support	3,695.20	1036975	
1001.00.1201.51020	67,843.10		
SLEMSA JPA	29.80	1036980	5505.00.1901.51020
SD River Fire Mitigation	4,619.00	1036984	3501.50.4101.72452
	4,648.80		*cip72452.10.05
Third-Party Reimbursable:			
MSCP Subarea Plan	132.30	1036985	spp1704a.10.05
HomeFed Project	2,632.90	1036986	tm22001a.10.05
HomeFed Litigation 4	2,788.30	1036993	tm22001a.10.05
Redevelopment of Carlton Oaks Golf Course	643.20	1036988	cup1906a.10.05
Palisade Warehouse	11,767.50	1036990	dr23002a.10.05
Summit Townhomes	5,572.50	1036991	tm23003a.10.05
City Ventures Cottonwood and Park	2,909.30	1036992	tm24001a.10.05
	26,446.00		
Total	\$ 125,759.42		

LEGAL SERVICES BILLING RECAP
FY 2025-26

Attachment 2

Category	Adopted Budget	Revised Budget	Previously Spent Year to Date	Available Balance	Current Request Mo./Yr.	Amount
General Fund:						
General / Retainer	\$ 223,170.00	\$ 223,170.00	\$ -	\$ 223,170.00	Jul-25	\$ 18,431.00
Labor & Employment	70,000.00	70,000.00	-	70,000.00	Jul-25	4,589.20
Litigation & Claims	200,000.00	200,000.00	-	200,000.00	Jul-25	3,801.32
Special Projects	430,000.00	430,000.00	-	430,000.00	Jul-25	67,843.10
Total	<u>\$ 923,170.00</u>	<u>\$ 923,170.00</u>	<u>\$ -</u>	<u>\$ 923,170.00</u>		<u>\$ 94,664.62</u>
Other City Funds:						
MHFP Commission	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	Jul-25	\$ -
SLEMSA JPA	5,000.00	5,000.00	-	5,000.00	Jul-25	29.80
ERP Implementation	20,000.00	20,000.00	-	20,000.00	Jul-25	-
SD River Fire Mitigation	(5,024.70)	(5,024.70)	-	(5,024.70)	Jul-25	4,619.00
Total	<u>\$ 29,975.30</u>	<u>\$ 29,975.30</u>	<u>\$ -</u>	<u>\$ 29,975.30</u>		<u>\$ 4,648.80</u>
Third-Party Reimbursable:						
Total			<u>\$ -</u>			<u>\$ 26,446.00</u>

Total Previously Spent to Date FY 2024-25	
General Fund	\$ -
Other City Funds	-
Applicant Deposits or Grants	-
Total	<u>\$ -</u>

Total Proposed for Payment	
General Fund	\$ 94,664.62
Other City Funds	4,648.80
Applicant Deposits or Grants	26,446.00
Total	<u>\$ 125,759.42</u>

MEETING DATE August 27, 2025

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SANTEE MUNICIPAL CODE TITLE 13 (ZONING) REGARDING INDUSTRIAL USE REGULATIONS AND FINDING THE ACTION TO NOT REQUIRE ENVIRONMENTAL REVIEW PER CEQA SECTION 15378(b)(5) (ZOA-2025-0002)

DIRECTOR/DEPARTMENT James Jeffries, City Clerk

SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular City Council Meeting on Wednesday, August 13, 2025. The Ordinance is now presented for Second Reading and adoption.

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

At the August 13, 2025, City Council Meeting, staff were provided with direction on two items:

Coffeehouse Definition: Remove the term “pre-made” from the definition of “coffeehouse” to avoid unintended limits on on-site preparation methods and to maintain flexibility for typical café operations.

Animal Care Facilities (with exterior kennels/pens/runs): Revise the standard operating hours for exterior areas from 8:00 a.m. – 6:00 p.m. to 7:00 a.m. – 7:00 p.m. The adjustment aligns the permitted hours with the allowable construction timeframes outlined in the Municipal Code, thereby ensuring consistency while balancing operational needs with noise considerations for nearby residents.

Additionally, the following information is provided for reference.

Light Industrial District (IL):

This district is intended primarily for light industrial uses such as manufacturing, assembly, research and development and similar industrial uses, as well as limited commercial and office uses which are compatible and appropriate in this district. Site development regulations and performance standards are intended to make this district appropriate as a buffer between general industrial uses and nonindustrial uses and where the site is visible from residential areas or major transportation routes.



All work and related activity, including materials and equipment storage, is intended to be conducted specifically within enclosed facilities so as to reduce adverse impacts on adjacent uses. Outdoor storage may be allowed in specific circumstances where, through the conditional use permit process, it is demonstrated that adequate screening and buffering of the outdoor storage area can be achieved to eliminate any adverse impacts on adjacent uses and maintain visual qualities of the area.

General Industrial District (IG): This district is intended for a wide range of industrial activities including manufacturing, wholesale distribution, and storage.

Uses listed in Table 13.14.030A shall be allowable in one or more of the industrial districts as indicated in the columns beneath each industrial district. Where indicated with the letter "P," the use shall be a permitted use in that district. Where indicated with the letter "C," the use shall be a conditional use subject to the conditional use permit process in that district. Where indicated with the letters "MC," the use shall be a conditional use subject to a minor conditional use permit in that district. Where indicated with a dash "—," or if the use is not specifically listed in Table 13.14.030A and is not subject to the use determination procedure contained in Section 13.04.040, the use shall not be permitted in that district.

ENVIRONMENTAL REVIEW

This Agenda Item is either not governed by or is exempt from the California Environmental Quality Act (CEQA). The adoption of an ordinance amending various municipal code provisions is "an organizational or administrative activity of governments that will not result in direct or indirect physical changes in the environment" and, therefore, does not qualify as a "project" governed CEQA (see 14 CCR § 15378 (b)(5)). In addition, this type of activity would qualify for "the common sense exemption" from CEQA because "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment" (see 14 CCR 15061(b)(3)). Under either interpretation, CEQA does not apply here.

FINANCIAL STATEMENT

There is no material direct fiscal impact to the City from this action.

CITY ATTORNEY REVIEW ☐ N/A ☒ Completed

RECOMMENDATION

Conduct the Second Reading and adopt the Ordinance.

ATTACHMENT

Ordinance

Clean Version of Santee Municipal Code Changes

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE AMENDING
TABLE 13.12.030A OF THE SANTEE MUNICIPAL CODE TITLE 13, (ZONING)
REGARDING INDUSTRIAL USE REGULATIONS (CASE FILE ZOA-2025-0002) AND
FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM ENVIRONMENTAL
REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, the City of Santee, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City desires to amend its Industrial use regulations to modernize and clarify permitted and conditionally permitted uses; align development standards with current planning practices and industry needs; support economic development and business retention efforts; and enhance consistency and clarity within the Municipal Code; and

WHEREAS, on August 13, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance and (2) the policy considerations discussed therein; and

WHEREAS, the City Council scheduled and held a second reading of proposed revisions to Title 13 on August 27, 2025; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The amendment of the Santee Municipal Code, as set forth in the attached Ordinance is not a project subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378, as it is an administrative activity of government and the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. The amendments are exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) as the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 3. Code Amendments.

Section 13.04.140 of the Santee Municipal Code is hereby amended as follows:

“Coffeehouse” means a retail establishment primarily engaged in the preparation and sale of coffee, tea, and other non-alcoholic beverages for on-site or take-out consumption. Limited food items such as baked goods, salads, or sandwiches may be offered as

ORDINANCE NO. _____

ancillary to beverage service. The establishment is typically designed with seating to accommodate on-site consumption and may provide a casual environment for social interaction or individual use. Drive-through service may be permitted where allowed by zoning. Coffeehouses do not include full-service restaurants or establishments where the sale of alcoholic beverages is the primary use.

“Distillery” means a facility licensed by the California Department of Alcoholic Beverage Control for the production, bottling, storage, and distribution of distilled spirits for commercial purposes. A distillery may include tasting rooms and retail sales areas, with or without food service, and may allow on-site and/or off-site consumption in accordance with applicable local, state, and federal laws.

“Establishment” means any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

“Premises” means a building or unified complex of buildings on one lot or on two or more contiguous lots under common ownership or management.

“Winery” means a facility where grapes or other fruit are processed, fermented, blended, aged, stored, bottled, and packaged to produce wine. A winery may include accessory uses such as wine tasting rooms, retail sales of wine and related products, administrative offices, and incidental food service consistent with State alcohol regulations. Wineries may also include on-site cultivation of grapes or other fruit when conducted in compliance with applicable zoning regulations. The facility must comply with all applicable provisions of the California Department of Alcoholic Beverage Control (ABC).

Table 13.14.030A of the Santee Municipal Code is hereby amended as follows:

**Table 13.14.030A
Use Regulations for Industrial Districts**

Use	IL	IG
A. Industrial Uses		
1. Manufacturing, compounding, assembly or treatment of articles or merchandise from the following previously prepared typical materials such as, but not limited to, canvas, cellophane, cloth, cork, felt, fiber, fur, glass, leather, paper (no milling), precious or semiprecious stones, metals, plaster, plastic, shells, textiles, tobacco, wood and yarns; <u>and art</u> , novelty items (not including firework or other explosive type items), electrical appliances, motors and devices; radio, television, phonograph and computers; electronic precision instruments; medical and dental instruments; timing and measuring instruments; audio machinery; visual machinery; cosmetics, drugs, perfumes, toiletries and soap (not including refining or rendering of fats or oils)	P	P

ORDINANCE NO. _____

2. ~~Beverage production, including alcoholic beverage, and b~~ Bottling plants	P	P
3. Building materials <u>and cement products</u> manufacturing, subject to the provisions	-	P
~~4. Cement products manufacturing~~	-	~~P~~
~~4.5. Fruit or vegetable~~ Food products manufacturing and packing houses, <u>including frozen foods (not including meat and/or poultry slaughtering)</u>	C	P
~~6. Fruit or vegetable products manufacturing, including frozen foods~~	~~C~~	~~P~~
~~5.7.~~ Furniture upholstery	P	P
~~6.8.~~ Hazardous waste <u>storage and/or</u> treatment facility	-	C
~~7.9.~~ Laboratories (chemical, dental, electrical, optical, mechanical and medical)	P	P
~~8.10.~~ Mining	C	C
~~9.11.~~ Rubber and metal stamp manufacturing	P	P
~~10.12.~~ Renewable Energy Storage Facility, subject to provisions of Section 13.14.030(L)	-	C
B. Storage Trades		
3. Equipment sales/rentals <u>yard</u>	MC	MC
C. Services		
2. Animal care facility		
a. Completely within an enclosed building	P	P
b. With exterior kennels, pens or runs <u>shall be permitted to operate only between the hours of 7:00 a.m. and 7:00 p.m. Operation outside of these hours shall require approval of a Conditional Use Permit (C).</u>	~~C-P~~	~~C-P~~
3. Appliance repair and incidental sales (including, but not limited to, ~~small~~ household appliances, <u>electronics</u> , computers and vending machines, and provided all work activities and storage occurs entirely within an enclosed building)	P	-
14. Food and beverage sales or service		
a. Cocktail lounge, bar or tavern		

ORDINANCE NO. ____

ii. Accessory to a restaurant or a <u>coffeehouse</u> ~~coffee shop~~ , and without entertainment	P	-
c. Snack bars, delicatessens, <u>coffeehouses</u> or refreshment stands, accessory to a business <u>premises complex</u>	P	P
e. Restaurants ~~or coffee shops~~ , other than fast food		
18. Janitorial services and/or supplies	P	<u>P</u>
20. Micro-brewery, <u>winery, or distillery</u> with or without tasting room and/or food service	P	P
22. Music or recording studio	P	<u>P</u>
29. Retail sales of products produced, wholesaled, or manufactured on the premises ~~commercial~~ when in conjunction with a permitted or conditional use not occupying more than 25% of the gross floor area <u>of the establishment</u>	P	P
D. Public and Semi-Public Uses		
6. Educational facility, excluding business and trade schools ~~and commercial schools~~	C	C
10. Public buildings and facilities, <u>except for city owned</u>	C	C
~~13. Public buildings and facilities~~	~~P~~	~~P~~

SECTION 4. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. Publication. The City Clerk is directed to certify the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 7. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at the City Clerk's office located at 10601 Magnolia Avenue, Santee, CA 92071 or by email at clerk@cityofsanteca.gov.

SECTION 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or application, and to this extent, the provisions of this Ordinance irrespective of the invalidity of any portion thereof.

ORDINANCE NO. _____

INTRODUCED AND FIRST READ at a Public Hearing held at a Regular Meeting of the City Council of the City of Santee, California, on the 13th day of August 2025, and thereafter **ADOPTED** at a Regular Meeting of the City Council held on this 27th day of August 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

Clean Version of Santee Municipal Code Changes

Section 13.04.140 of the Santee Municipal Code is hereby amended as follows:

“Coffeehouse” means a retail establishment primarily engaged in the preparation and sale of coffee, tea, and other non-alcoholic beverages for on-site or take-out consumption. Limited food items such as baked goods, salads, or sandwiches may be offered as ancillary to beverage service. The establishment is typically designed with seating to accommodate on-site consumption and may provide a casual environment for social interaction or individual use. Drive-through service may be permitted where allowed by zoning. Coffeehouses do not include full-service restaurants or establishments where the sale of alcoholic beverages is the primary use.

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“Establishment” means any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

“Premises” means a building or unified complex of buildings on one lot or on two or more contiguous lots under common ownership or management.

“Winery” means a facility where grapes or other fruit are processed, fermented, blended, aged, stored, bottled, and packaged to produce wine. A winery may include accessory uses such as wine tasting rooms, retail sales of wine and related products, administrative offices, and incidental food service consistent with State alcohol regulations. Wineries may also include on-site cultivation of grapes or other fruit when conducted in compliance with applicable zoning regulations. The facility must comply with all applicable provisions of the California Department of Alcoholic Beverage Control (ABC).

Table 13.14.030A of the Santee Municipal Code is hereby amended as follows:

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Use	IL	IG
A. Industrial Uses		
1. Manufacturing, compounding, assembly or treatment of articles or merchandise from the following previously prepared typical materials such as, but not limited to, canvas, cellophane, cloth, cork, felt, fiber, fur, glass, leather, paper (no milling), precious or semiprecious stones, metals, plaster, plastic, shells, textiles, tobacco, wood and yarns; and art, novelty items (not including firework or other explosive type items), electrical appliances, motors and devices; radio, television, phonograph and computers; electronic precision instruments; medical and dental instruments; timing and measuring instruments; audio machinery; visual machinery; cosmetics, drugs, perfumes, toiletries and soap (not including refining or rendering of fats or oils)	P	P
2. Beverage production, including alcoholic beverage, and bottling plants	P	P
3. Building materials and cement products manufacturing, subject to the provisions	-	P
4. Food products manufacturing and packing houses, including frozen foods (not including meat and/or poultry slaughtering)	C	P
5. Furniture upholstery	P	P
6. Hazardous waste storage and/or treatment facility	-	C
7. Laboratories (chemical, dental, electrical, optical, mechanical and medical)	P	P
8. Mining	C	C
9. Rubber and metal stamp manufacturing	P	P
10. Renewable Energy Storage Facility, subject to provisions of Section 13.14.030(L)	-	C
B. Storage Trades		
3. Equipment sales/rentals yard	MC	MC

C. Services		
2. Animal care facility		
a. Completely within an enclosed building	P	P
b. With exterior kennels, pens or runs shall be permitted to operate only between the hours of 7:00 a.m. and 7:00 p.m. Operation outside of these hours shall require approval of a Conditional Use Permit (C).	P	P
3. Appliance repair and incidental sales (including, but not limited to, household appliances, electronics, computers and vending machines, and provided all work activities and storage occurs entirely within an enclosed building)	P	-
14. Food and beverage sales or service		
a. Cocktail lounge, bar or tavern		
ii. Accessory to a restaurant or a coffeehouse, and without entertainment	P	-
c. Snack bars, delicatessens, coffeehouses or refreshment stands, accessory to a business premises	P	P
e. Restaurants other than fast food		
18. Janitorial services and/or supplies	P	P
20. Micro-brewery, winery, or distillery with or without tasting room and/or food service	P	P
22. Music or recording studio	P	P
29. Retail sales of products produced, wholesaled, or manufactured on the premises when in conjunction with a permitted or conditional use not occupying more than 25% of the gross floor area of the establishment	P	P
D. Public and Semi-Public Uses		
6. Educational facility, excluding business and trade schools	C	C
10. Public buildings and facilities, except for city owned	C	C

MEETING DATE August 27, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HMC GROUP DBA HMC ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND CONSTRUCTION SUPPORT FOR THE SANTEE COMMUNITY CENTER (CIP 2018-31) PROJECT

DIRECTOR/DEPARTMENT Carl Schmitz, Engineering 

SUMMARY

On October 17, 2021, the City Council authorized the execution of a professional services agreement ("Agreement") in an amount not to exceed \$1,150,000 with HMC Group DBA HMC Architects for architectural, engineering, landscape architectural and environmental design services for the Santee Community Center project.

On August 24, 2022, the City Council authorized the execution of the first amendment to the Agreement with HMC Architects to expand the scope of work to include design services necessary to include an expanded parking lot adjacent to the existing Cameron Family YMCA, provide EV charging stations to be compliant with the Sustainable Santee Plan, prepare a list of the FF&E items necessary for the building's operations, and provide an access control system for exterior door security in the amount of \$207,650 and authorized the City Manager to execute additional amendments to the Agreement with HMC Architects in a total amount not to exceed \$67,883 for additional architectural, engineering, landscape architectural and environmental design services for the project.

The City Manager executed Amendments No. 2 and 3 for additional design and environmental services necessary to complete the design phase of the project in the amount totaling \$58,775. The design of the project is now complete and is entering into the bidding and construction phases. A fourth amendment to the Agreement is required for bidding and construction support services related to the project due to the expanded scope of the project as previously authorized by City Council. This includes increases to the hourly rate of services costs from the original anticipated construction start date of February 2022 to the current anticipated construction start date of January 2026 which was delayed due to available funding necessary to complete the project. Staff recommends City Council approve Amendment No. 4 for an amount not to exceed \$115,730.48 and authorize the City Manager to execute amendments to the Agreement for construction related design and quality control services necessary to complete the project in an amount not to exceed \$20,000. The total authorized amount to HMC Architects will be \$1,552,155.48.

ENVIRONMENTAL REVIEW

Per California Environmental Quality Act (CEQA) Guidelines Section 15378, this action is not a project under CEQA as it involves a fiscal activity of government without the potential of a significant impact on the environment. Even if this action is considered a project under CEQA, it is exempt pursuant to Guidelines Section 15061(b)(3) as there is no possibility it would have a significant effect on the environment.

FINANCIAL STATEMENT

Funding for the professional services with HMC Architects is included in the FY2026-30 adopted Capital Improvement Program budget for the Santee Community Center (CIP 2018-31) project.

CITY ATTORNEY REVIEW

☐ N/A ☒ Completed

RECOMMENDATION

Adopt Resolution:

1. Authorizing the City Manager to execute the Fourth Amendment to the Agreement with HMC Group DBA HMC Architects for bidding and construction support services related to the project due to the expanded scope of the project and increases to the hourly rate of services costs for an additional amount not to exceed \$115,730.48; and
2. Authorizing the City Manager to approve amendments to the Agreement as needed for construction related design and quality control services necessary to complete the project in an amount not to exceed \$20,000.

ATTACHMENT

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE AUTHORIZING
THE EXECUTION OF A FOURTH AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT WITH HMC GROUP DBA HMC ARCHITECTS FOR
ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND
CONSTRUCTION SUPPORT FOR THE SANTEE COMMUNITY CENTER (CIP 2018-
31) PROJECT**

WHEREAS, on October 27, 2021, the City Council authorized the City Manager to execute a Professional Services Agreement ("Agreement") with HMC Group DBA HMC Architects to provide architectural, engineering, landscape architectural and environmental design services relating to the design of the Santee Community Center; and

WHEREAS, on August 24, 2022, the City Council authorized the execution of the first amendment to the Agreement with HMC Architects to expand the scope of work to include additional design services to expand the parking lot at the Cameron Family YMCA to provide necessary parking for the Santee Community Center and Cameron Family YMCA building operations, and to provide electric vehicle charging stations, a fixtures, furnishings and equipment (FF&E) list, and an access control system, for an additional amount not to exceed \$207,650; and; and

WHEREAS, on August 24, 2022, the City Council authorized the City Manager to execute amendments to the Agreement with HMC Architects in a total amount not to exceed \$67,883 for additional architectural, engineering, landscape architectural and environmental design services for the project; and

WHEREAS, the City Manager executed Amendments No. 2 and 3 for design and environmental services necessary to complete the design phase of the project in the amount totaling \$58,775; and

WHEREAS, the design phase of the project is now complete and is entering into the bidding and construction phases; and

WHEREAS, a fourth amendment to the Agreement is required for bidding and construction support services related to the project due to the expanded scope of the project as previously authorized by the City Council, as well as addressing an increase to the hourly rate of service costs associated with the delay in the originally anticipated construction start date of February 2022 to the current anticipated construction start date of January 2026, for an amount not to exceed \$115,730.48; and

WHEREAS, staff also requests authorization for the City Manager to execute amendments to the Agreement as needed for construction related design and quality control services necessary to complete the project in an amount not to exceed \$20,000.

WHEREAS, the Fourth Amendment to the Agreement is authorized pursuant to Section 4 of the Agreement.

RESOLUTION NO. _____

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

SECTION 1. The Recitals provided above are true and correct and are hereby incorporated into this resolution.

SECTION 2. The City Manager is authorized to execute the Fourth Amendment to the Agreement with HMC Group DBA HMC Architects in the amount not to exceed \$115,730.48.

SECTION 3. The City Manager is authorized to approve amendments to the Agreement as needed for construction related design and quality control services necessary to complete the project in an amount not to exceed \$20,000 for the Santee Community Center (CIP 2018-31) project.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of August, 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

MEETING DATE

August 27, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT TO A. PREMAN ROOFING, INC. FOR THE FIRE STATION NO. 4, 2ND STORY ROOF REPLACEMENT (CIP 2026-32) PROJECT AND DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PER STATE CEQA GUIDELINES SECTION 15301 (c)

DIRECTOR/DEPARTMENTCarl Schmitz, Engineering *CSM FOR*
Harley Wallace, Fire *HW***SUMMARY**

This item requests City Council award the construction contract for the Fire Station No. 4, 2nd Story Roof Replacement (CIP 2026-32) project to A. Preman Roofing, Inc. in the amount of \$27,000.00. This project will replace the 2nd story roof which has observed leaks and significantly deteriorated over the past 2 years. The work will replace the existing asphalt built-up roof with a thermoplastic polyolefin (TPO) roof assembly that conforms to current California building energy efficiency standards, Title 24, and meets cool roof requirements. The attached project map identifies the scope of work to be performed.

In compliance with the City's purchasing ordinance, Santee Municipal Code Section 3.24.100, City staff administered a formal bid process on July 16, 2025. On August 14, 2025, the City Clerk publicly opened and examined five (5) sealed bids. The bid submitted by A. Preman Roofing, Inc. has been determined to be the lowest responsive and responsible bid in the amount of \$27,000.00. The bid submitted by A. Preman Roofing, Inc. is 3.6% lower than the Engineer's construction estimate of \$28,000.00.

Staff also requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$4,050.00 (15% of the contract price) for unforeseen items and additional work associated with the Project.

ENVIRONMENTAL REVIEW

This action is categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15301(c), Existing Facilities, of the CEQA Guidelines.

FINANCIAL STATEMENT

Funding for this project is provided by General Fund, which is included in the adopted FY 2026-2030 Capital Improvement Program as part of the Fire Station 4 Maintenance Program.

Bidding and Advertisement	\$ 875.00
Construction Contract	27,000.00
Construction Change Orders	<u>4,050.00</u>
Total Anticipated Project Cost	<u>\$ 31,925.00</u>



CITY ATTORNEY REVIEW

☐ N/A

☒ Completed

RECOMMENDATION

6th

Adopt the Resolution:

1. Awarding the construction contract for the Fire Station No. 4, 2nd Story Roof Replacement (CIP 2026-32) Project to A. Preman Roofing, Inc. for a total amount of \$27,000.00; and
2. Authorizing the City Manager to execute all necessary contract documents on behalf of the City; and
3. Authorizing the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$4,050.00; and
4. Determining this action is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301(c), Existing Facilities, of the CEQA Guidelines.

ATTACHMENTS

Resolution

Bid Summary Chart

Project Map

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AWARDING THE CONSTRUCTION CONTRACT TO A. PREMAN ROOFING, INC. FOR
THE FIRE STATION NO. 4, 2ND STORY ROOF REPLACEMENT (CIP 2026-32)
PROJECT AND DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM
ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT ("CEQA") PER STATE CEQA GUIDELINES SECTION 15301 (c)**

WHEREAS, on July 16, 2025, City staff administered a formal bid process in compliance with Santee Municipal Code Section 3.24.100; and

WHEREAS, the City Clerk, on August 14, 2025, publicly opened and examined five sealed bids for the Fire Station No. 4, 2nd Story Roof Replacement (CIP 2026-32) Project ("Project"); and

WHEREAS, the lowest received bid was submitted by A. Preman Roofing, Inc. in the amount of \$27,000.00; and

WHEREAS, in accordance with Santee Municipal Code section 3.24.100(E), staff has determined that the bid submitted by A. Preman Roofing, Inc. conforms in all material respects to the requirements set forth in the invitation for bids; and

WHEREAS, A. Preman Roofing, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of \$27,000.00; and

WHEREAS, staff recommends awarding the construction contract to A. Preman Roofing, Inc. in the amount of \$27,000.00; and

WHEREAS, staff requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$4,050.00 for unforeseen items and additional work associated with the Project; and

WHEREAS, the project is categorically exempt from environmental review pursuant to Section 15301(c) of the State CEQA Guidelines.

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

SECTION 1: The Recitals provided above are true and correct and are hereby incorporated into this Resolution.

SECTION 2: The construction contract for the Fire Station No. 4, 2nd Story Roof Replacement (CIP 2026-32) Project is awarded to A. Preman Roofing, Inc. as the lowest responsive and responsible bidder in the amount of \$27,000.00 and the City Manager is authorized to execute all necessary contract documents on behalf of the City.

SECTION 3: The Director of Engineering/City Engineer, is authorized to approve change orders in an amount not to exceed \$4,050.00 for unforeseen items and additional work associated with the Project.

RESOLUTION NO. _____

SECTION 4: The project is categorically exempt from environmental review under State CEQA Guidelines Section 15301(c), Existing Facilities.

SECTION 5: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Santee City Hall, 10601 Magnolia Avenue, Santee, CA 92071. The City Clerk is the custodian of record of those proceedings.

SECTION 6: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of August, 2025 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

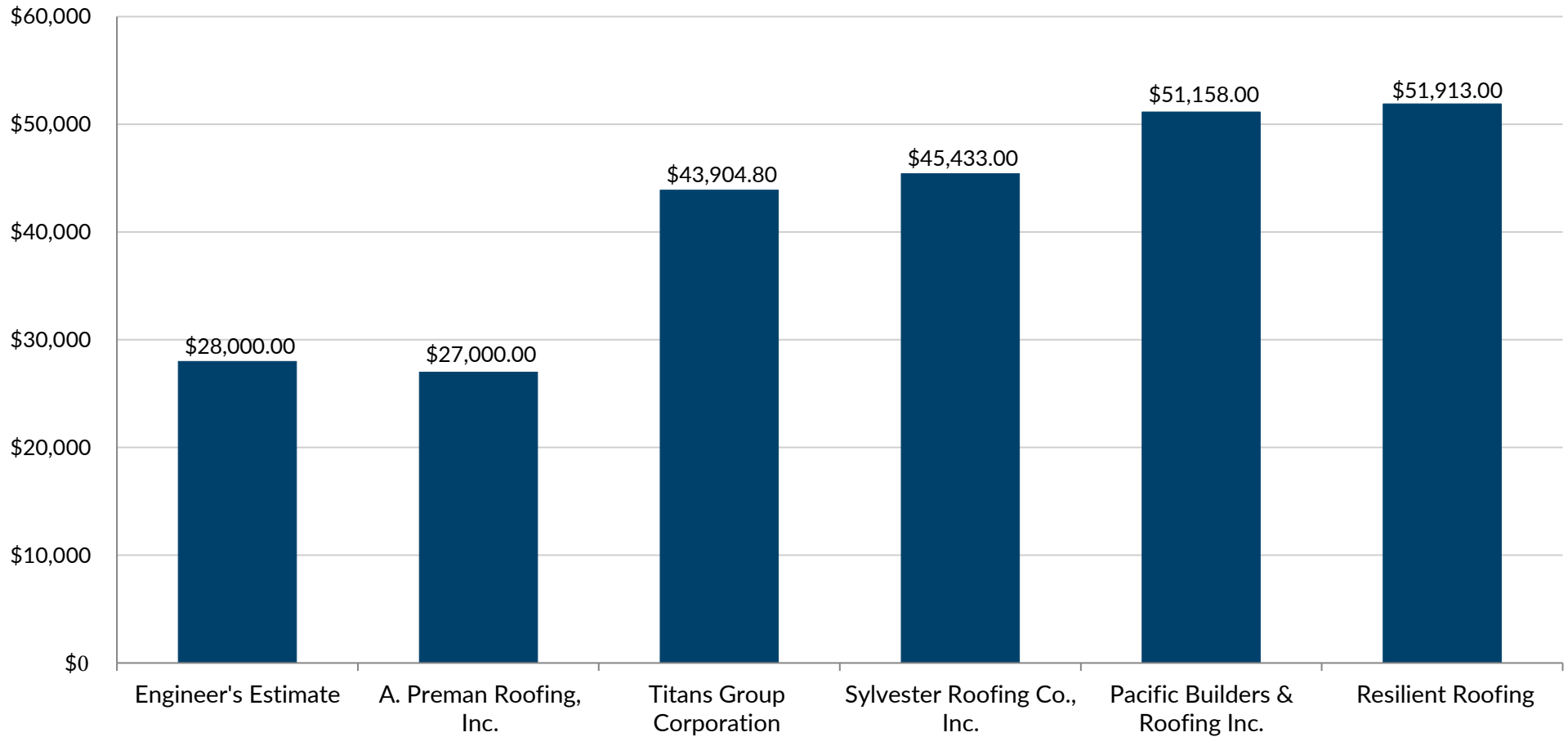
APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

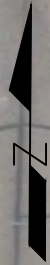
FIRE STATION NO. 4, 2ND STORY ROOF REPLACEMENT CIP 2026-32





**FIRE STATION NO. 4
8950 COTTONWOOD AVE
SANTEE, CA 92071**

COTTONWOOD AVE

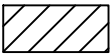


SCALE: NTS

CITY OF SANTEE, CALIFORNIA - DEPARTMENT OF ENGINEERING

PROJECT MAP

ROOF REPLACEMENT



MEETING DATE

August 27, 2025

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT TO ANGUS ASPHALT, INC. FOR THE CITYWIDE CONCRETE REPAIR & REPLACEMENT PROGRAM 2025 (CIP 2024-06) PROJECT AND DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PER STATE CEQA GUIDELINES SECTION 15301 (c)

DIRECTOR/DEPARTMENT

Carl Schmitz, Engineering *See For'*

SUMMARY

This item requests City Council award the construction contract for the Citywide Concrete Repair & Replacement Program 2025 (CIP 2024-06) Project to Angus Asphalt, Inc., in the amount of \$263,615.00. This project will repair and replace damaged City infrastructure including concrete sidewalks, driveways, curbs and gutters throughout the City. Additionally, this project will replace a portion of the concrete driveway at Fire Station No. 4.

In compliance with the City's purchasing ordinance, Santee Municipal Code Section 3.24.100, City staff administered a formal bid process on July 9, 2025. On July 31, 2025, the City Clerk publicly opened and examined nine (9) sealed bids. The bid submitted by Angus Asphalt, Inc. has been determined to be the lowest responsive and responsible bid in the amount of \$263,615.00. The bid submitted by Angus Asphalt, Inc. is 3.4% higher than the Engineer's construction estimate of \$255,000.00.

Staff also requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$26,362.00 (10% of the contract price) for unforeseen items and additional work associated with the Project.

ENVIRONMENTAL REVIEW

This action is categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15301(c), Existing Facilities, of the CEQA Guidelines.

FINANCIAL STATEMENT *EB for HJ*

Funding for this project is provided by General Fund and Gas Tax RMRA, which is included in the adopted FY 2026-2030 Capital Improvement Program as part of the Concrete Repair/Replacement Program. Gas Tax RMRA funds in the amount totaling \$140,000 is being carried forward from FY 2024-25. A total of \$240,000 of Gas Tax RMRA funds and \$100,000 of General Funds have been included in the FY 2025-26 Capital Improvement Program Budget for this project. The total project budget is \$340,000.



Design and Bidding	\$ 26,290.00
Construction Contract	263,615.00
Construction Change Orders	26,362.00
Construction Engineering/Management	20,000.00
Project Closeout	<u>1,000.00</u>
Total Anticipated Project Cost	<u>\$ 333,267.00</u>

CITY ATTORNEY REVIEW

☐ N/A

☒ Completed

RECOMMENDATION *gab*

Adopt the Resolution:

1. Awarding the construction contract for the Citywide Concrete Repair & Replacement Program 2025 (CIP 2024-06) Project to Angus Asphalt, Inc. for a total amount of \$263,615.00; and
2. Authorizing the City Manager to execute all necessary contract documents on behalf of the City; and
3. Authorizing the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$26,362.00; and
4. Determining this action is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301(c), Existing Facilities, of the CEQA Guidelines.

ATTACHMENTS

Resolution
Bid Summary Chart

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AWARDING THE CONSTRUCTION CONTRACT TO ANGUS ASPHALT, INC. FOR THE
CITYWIDE CONCRETE REPAIR & REPLACEMENT PROGRAM 2025 (CIP 2024-06)
PROJECT AND DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM
ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT ("CEQA") PER STATE CEQA GUIDELINES SECTION 15301 (c)**

WHEREAS, on July 9, 2025, City staff administered a formal bid process in compliance with Santee Municipal Code Section 3.24.100; and

WHEREAS, the City Clerk, on July 31, 2025, publicly opened and examined nine sealed bids for the Citywide Concrete Repair & Replacement Program 2025 (CIP 2024-06) Project ("Project"); and

WHEREAS, the lowest received bid was submitted by Angus Asphalt, Inc. in the amount of \$263,615.00; and

WHEREAS, in accordance with Santee Municipal Code section 3.24.100(E), staff has determined that the bid submitted by Angus Asphalt, Inc. conforms in all material respects to the requirements set forth in the invitation for bids; and

WHEREAS, Angus Asphalt, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of \$263,615.00; and

WHEREAS, staff recommends awarding the construction contract to Angus Asphalt, Inc. in the amount of \$263,615.00; and

WHEREAS, staff requests authorization for the Director of Engineering/City Engineer to approve change orders in a total amount not to exceed \$26,362.00 for unforeseen items and additional work associated with the Project; and

WHEREAS, the project is categorically exempt from environmental review pursuant to Section 15301(c) of the State CEQA Guidelines.

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

SECTION 1: The Recitals provided above are true and correct and are hereby incorporated into this Resolution.

SECTION 2: The construction contract for the Citywide Concrete Repair & Replacement Program 2025 (CIP 2024-06) Project is awarded to Angus Asphalt, Inc. as the lowest responsive and responsible bidder in the amount of \$263,615.00 and the City Manager is authorized to execute all necessary contract documents on behalf of the City.

SECTION 3: The Director of Engineering/City Engineer, is authorized to approve change orders in an amount not to exceed \$26,362.00 for unforeseen items and additional work associated with the Project.

RESOLUTION NO. _____

SECTION 4: The project is categorically exempt from environmental review under State CEQA Guidelines Section 15301(c), Existing Facilities.

SECTION 5: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Santee City Hall, 10601 Magnolia Avenue, Santee, CA 92071. The City Clerk is the custodian of record of those proceedings.

SECTION 6: This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of August, 2025 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

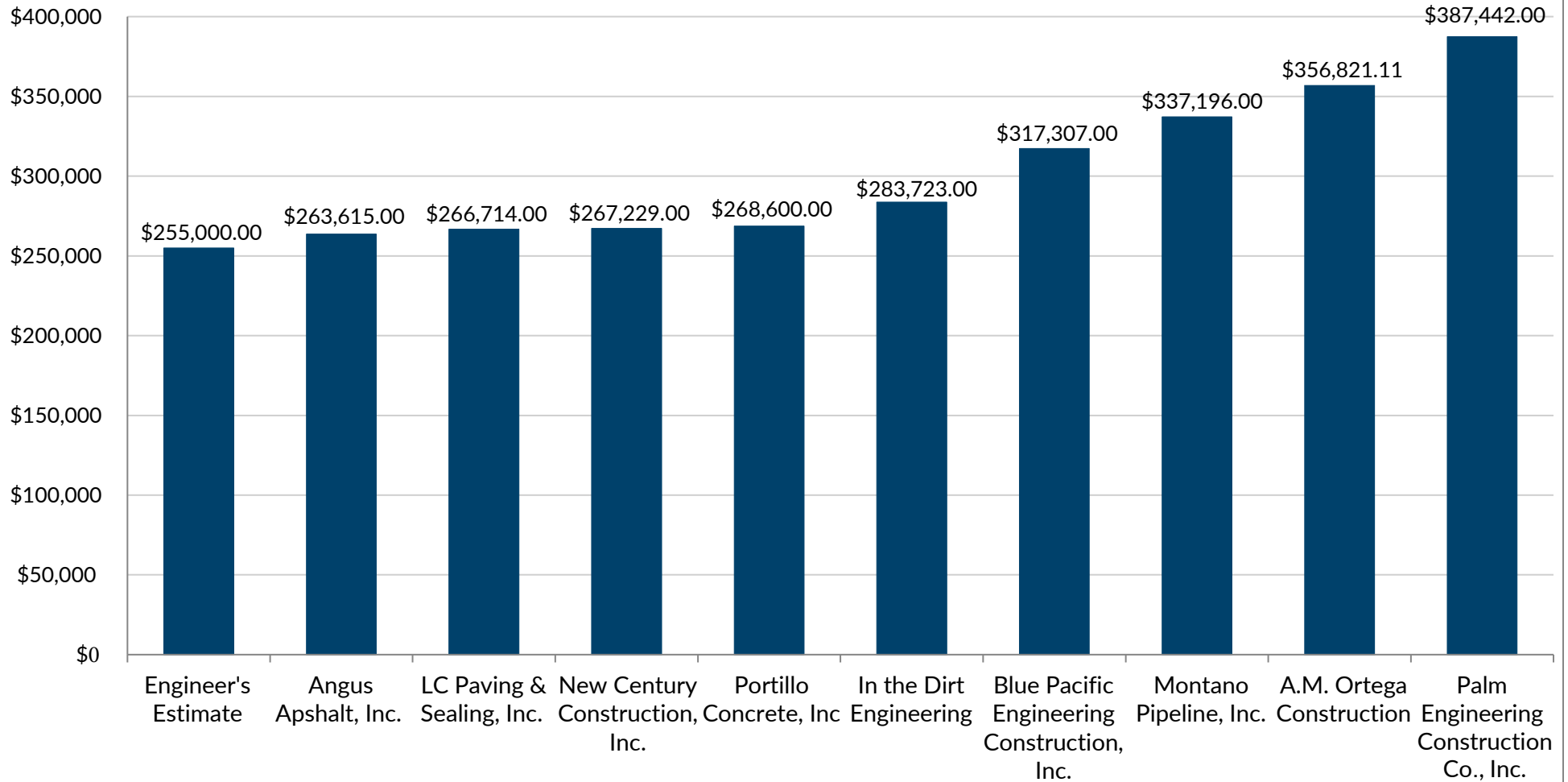
APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

CITYWIDE CONCRETE REPAIR & REPLACEMENT PROGRAM 2025 CIP 2024-06



MEETING DATE August 27, 2025

ITEM TITLE PUBLIC HEARING FOR A DEVELOPMENT REVIEW PERMIT (DR-2023-0002) AND CONDITIONAL USE PERMIT (P2023-1) TO CONSTRUCT A 300,145 SQUARE-FOOT INDUSTRIAL BUILDING LOCATED AT 10990 N. WOODSIDE AVENUE IN THE LIGHT INDUSTRIAL (IL) ZONE AND CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (ENV-2024-0003) (APPLICANT: NORTH PALISADE OPCO, LLC)

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

SUMMARY

The proposed Project involves the demolition and removal of all existing on-site structures and construction of a 300,145 square-foot industrial/warehouse building. The facility would include approximately 290,145 square feet of warehouse space and 10,000 square feet of office space with up to 42 dock-high doors, four grade-level doors, two truck courts, 301 passenger-vehicle parking spaces, 30- to 40-foot-wide fire access lanes around the building perimeter, landscaping, and fencing along portions of the developed perimeter with automated gates at certain locations throughout the driveway. Project improvements also include utilities, stormwater treatment facilities, and roadway modifications, such as driveway widening, a new eastbound turn lane into the site, and frontage improvements along the north side of N. Woodside Avenue.

The building is designed to accommodate warehousing and distribution, manufacturing, assembly, research and development, and related office uses. All business operations would occur within the enclosed building, except for vehicle circulation, parking, loading and unloading within the truck courts, and movement of materials on-site via forklifts, pallet jacks, yard hostlers, and similar equipment. Truck trailers would primarily be serviced through dock-high doors located in the north and south truck courts. Building operations could occur 24 hours per day, seven days per week, with exterior loading and parking areas illuminated at night.

The Project is consistent with the site's zoning and land use designation of IL – Light Industrial. A Development Review Permit (DR) is required for demolition of the existing on-site structures and development of an industrial building exceeding 50,000 square feet. In addition, a Conditional Use Permit (CUP) is requested to allow an increase in the maximum building height from 40 feet to 50 feet.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), a Final Environmental Impact Report (EIR) (State Clearinghouse No. 2023090144) has been prepared for the project. The Final EIR will be presented to the City Council for certification in compliance with CEQA. The analysis identified significant and unavoidable impacts related to Cultural Resources and Transportation. Accordingly, adoption of a Statement of Overriding Considerations is required to support certification of the Final EIR.



FINANCIAL STATEMENT *KS*

Staff costs for application processing are paid on an actual cost recovery basis. Development Impact Fees are estimated to total \$1,159,855.73.

CITY ATTORNEY REVIEW ☐ N/A ☒ Completed

RECOMMENDATION *GA*

1. Conduct and close the public hearing; and
2. Certify the Final Environmental Impact Report; adopt Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program under CEQA; and approve the Project, per the attached Resolution; and
3. Approve the Development Review Permit DR2023-2 per the attached Resolution; and
4. Approve Conditional Use Permit P2023-1 per the attached Resolution

ATTACHMENT

Staff Report
Resolution for Environmental Impact Report
Resolution for Development Review Permit
Resolution for Conditional Use Permit
Environmental Impact Report
Project Plans
Correspondence

STAFF REPORT

**PUBLIC HEARING FOR A DEVELOPMENT REVIEW PERMIT (DR2023-2) AND
CONDITIONAL USE PERMIT (P2023-1) TO CONSTRUCT A 300,145 SQUARE-FOOT
INDUSTRIAL BUILDING LOCATED AT 10990 N. WOODSIDE AVENUE IN THE
LIGHT INDUSTRIAL (IL) ZONE AND CERTIFY THE FINAL ENVIRONMENTAL
IMPACT REPORT**

APPLICANT: NORTH PALISADE OPCO, LLC

CITY COUNCIL MEETING AUGUST 27, 2025

Notice of the Public Hearing was published in the East County Californian, and mailed by U.S. Mail to 49 contiguous property owners as well as 233 property owners within 1,000 feet of the project site and mailed or emailed to other interested parties, on August 15, 2025.



A. SITUATION AND FACTS

1. Requested by North Palisade Opco, LLC
2. Land Owner..... North Palisade Opco, LLC
3. Type and Purpose of Request..... Development Review Permit for a 300,145 sq. ft. industrial building and Conditional Use Permit for the building height to be 50 feet
4. Location..... 10990 N. Woodside Avenue
5. Site Area 13.49 acres
6. Number of lots..... One lot
7. Number of units..... Not applicable, Industrial use
8. Density Not applicable, Industrial use
9. Hillside Overlay No
10. Existing Zoning..... IL Light Industrial
11. Surrounding Zoning..... North: P/OS Park Open Space
South: IL Light Industrial
East: IG General Industrial
West: IL Light Industrial
12. General Plan Designation IG General Industrial
13. Existing Land Use Previous Drive-In Theatre & Swap Meet
14. Surrounding Land Use North: San Diego River Corridor
South: Industrial Buildings
East: Industrial Buildings
West: Industrial Buildings
15. Terrain..... Generally Flat
16. Environmental Status Environmental Impact Report (ENV-2024-0003)

17. APN.....381-070-52
18. Within Airport Influence Area Yes. The project is within Airport Influence Area 2 of Gillespie Field Airport Land Use Compatibility Plan.

B. BACKGROUND

Site History: The 13.5-acre project site was previously used as a drive-in movie theatre and swap meet. The drive-in theatre had been in operation since 1958 prior to its closing on December 31, 2023. The site continues to be used for a swap meet. The site is developed with a surface parking lot, two movie screens, two ticket booths and a building with restrooms and a snack bar. The site has been accessed by a driveway on North Woodside Avenue that travels approximately 400 feet to the north leading to the portion of the site where the drive-in theatre and swap meet is located.

Project Description – The proposed Project involves the demolition and removal of existing on-site structures and construction of a 300,145square-foot industrial/warehouse building. The facility would include approximately 290,145 square feet of warehouse space and 10,000 square feet of office space with up to 42 dock-high doors, four grade-level doors, two truck courts, 301 passenger-vehicle parking spaces, 30- to 40-foot-wide fire access lanes around the building perimeter, landscaping, and fencing along portions of the developed perimeter with automated gates at designated driveway locations. Project improvements also include utilities, stormwater treatment facilities, and roadway modifications, such as driveway widening, a new eastbound turn lane into the site, and frontage improvements along the north side of N. Woodside Avenue.

The building is designed to accommodate warehousing and distribution, manufacturing, assembly, research and development, and related office uses. All business operations would occur within the enclosed building, except for vehicle circulation, parking, loading and unloading within the truck courts, and movement of materials on-site via forklifts, pallet jacks, yard hostlers, and similar equipment. Truck trailers would primarily be serviced through dock-high doors located in the north and south truck courts. Building operations could occur 24 hours per day, seven days per week, with exterior loading and parking areas illuminated at night.

The Project includes an eight-foot-tall noise barrier partially along the northern site boundary. This noise barrier will run parallel to the east-west axis of the building and will be centered on the north truck court, with the length of the wall established by extending 45-degree angles from the building corners which form east and west corners of the truck court. A six-foot-wide break in the noise barrier would be provided to facilitate drainage; noise reduction at the drainage break would be achieved by

providing a parallel wall located four-feet north of the primary noise barrier and extending approximately 17 feet beyond the east and west edges of the 6-foot drainage break.

The Project is consistent with the site's zoning and land use designation of IL – Light Industrial. A Development Review Permit (DR) is required for demolition of the existing on-site structures and development of an industrial building exceeding 50,000 square feet. In addition, a Conditional Use Permit (CUP) is requested to allow an increase in the maximum building height from 40 feet to 50 feet.

C. **ANALYSIS**

Building Characteristics and Design – The Project's design employs a variety of architectural strategies to create a contemporary, unified, and high-quality business park environment. The proposed buildings would be primarily constructed with concrete tilt-up panels. Building exteriors would feature varying textures, intrusions, and extrusions to create appropriately scaled building façades, similar to other industrial development located throughout the City and region. The building would be up to 50 feet in height and would accommodate warehousing and distribution, manufacturing, assembly, and/or research and development operations, and related office uses. The building would be painted with complementary neutral colors.

The interior truck court areas for the building would be screened and secured by metal fences or concrete screen walls with sliding metal gates across the drive aisle entrances. The fences, screen walls and gates would be approximately 8 feet tall and the gates would be painted steel rolling gates. A 2-foot gravity retaining wall would also be installed along the south boundary of the Project site, near parking areas per City regulation standards. The walls would have a vandal-free treatment and would be painted with colors complementary to the building.



Rendering of Proposed Building

Compatibility with Adjacent Land Uses - The land uses surrounding the Project site consist of a mix of industrial, manufacturing, automotive, commercial, open space, and residential uses. Specific land uses located in the immediate vicinity of the Project site include the following:

North: San Diego River, with residential uses beyond

East: Industrial and manufacturing uses, and Mission Park Court

South: Manufacturing and commercial uses, North Woodside Avenue, and SR-67

West: Industrial and manufacturing uses, and Wheatlands Court

Landscaping - The proposed project includes 37,932 square feet of drought-tolerant landscaping. Landscaping would be included along a majority of the perimeter of the property, except for a segment along the east property line where a concrete walkway is provided. Landscaping is also provided in islands throughout the parking lot and adjacent to the building. Landscaping would consist of a mixture of vegetative ground cover, shrubs, and trees. Selected trees species include Carolina Laurel Cherry, Blue Palo Verde, Holly Oak, African Sumac, Coast Live Oak, Brisbane Box, Australian Willow, and Western Sycamore.

Traffic – The requirements to prepare a detailed transportation VMT analysis apply to all discretionary land development projects that are not exempt from CEQA, except those that meet at least one of the transportation screening criteria. A project that meets at least one of the screening criteria would be presumed to have a less than significant VMT impact due to project characteristics and/or location.

Per the City's VMT Analysis Guidelines, projects that do not screen out VMT should include analysis using the SANDAG Regional Travel Demand Model. The model outputs can be used to produce VMT/capita, VMT/employee, and Total VMT.

The Project would generate less than 2,400 daily trips. The Project would not meet any VMT screening criteria, therefore, the Project's VMT evaluation has been conducted using the SANDAG SB 743 VMT maps.

Project generated traffic would travel along arterials and major roadways to access the site and cut-through traffic on residential streets is not anticipated. The truck traffic from the Project would primarily travel along designated truck routes to access SR-52. The Project would also include improvements along N. Woodside Avenue, including frontage landscape and pedestrian improvements.

The Project would construct a dedicated eastbound left turn lane at the Project Access Driveway along N. Woodside Avenue and parking would be provided entirely

on site. Although the roadway segment of N. Woodside Avenue near the Project Driveway is forecast to operate at unacceptable LOS, with the frontage and Project access improvements, the operation of the Project Access Driveway/N. Woodside Avenue would facilitate traffic flow and truck turn movement along Woodside Avenue near the Project site. Since the roadway segment is constructed at buildout classification per the City's Mobility Element, no further improvements to this roadway segment are recommended. Therefore, the Project would not conflict with relevant policies in the City's Mobility Element.

Soils and Grading - A preliminary geotechnical investigation for the project was prepared by NorCal Engineering dated March 20, 2024, and no geotechnical conditions were found that would preclude the construction of the proposed industrial project provided the recommendations in the report are followed.

The City of Santee Geotechnical/Seismic Hazard Map identifies the project site as Zone - C3 which is classified Terrace Deposits/Older Alluvium. Zone C3 is considered to be generally to marginally susceptible to landslides. The project site has a low to moderate liquefaction hazard and the expansion condition is variable.

Drainage and Water Quality – The developed 13.49-acre lot, which is relatively flat, currently slopes northwest of the site into the San Diego River with no on-site storm drain. All water currently surface flows into the San Diego River. The proposed development includes construction of one new building, parking areas, walkways, two trash enclosures, landscaping, and on-site utilities including storm drain, water and sewer. On-site flows will be directed to an underground filtration chamber that is appropriately sized based on requirements from the County of San Diego. High flows will bypass the infiltration system via a diversion manhole and will overflow into a proposed storm drain headwall structure. A rip-rap pad at the headwall outlet will provide energy dissipation and will prevent slope erosion.

D. ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), a Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) was available for public review from September 8, 2023 to October 9, 2023 (scoping period). A scoping meeting was held during the scoping period, on September 26, 2023 to receive input on issues to be addressed in the EIR. A Draft EIR was prepared and circulated for public review from April 21, 2025 to June 2, 2025. Comments on the Draft EIR were received from one State agency, three organizations and 21 individuals. In addition, two comment letters were withdrawn.

A Final EIR (State Clearinghouse No. 2023090144) has been prepared that

addresses comments received on the Draft EIR. The Final EIR identified significant and unavoidable impacts related to Cultural Resources and Transportation. The demolition of the former Drive-In Theatre was found to be a substantial adverse change in the significance of a historic resource under CEQA. The Project's Vehicle Miles Travelled per employee (VMT/employee) would exceed the applicable regional threshold. Even with mitigation measures for both of these issues, the FEIR concluded that they could not be mitigated to below significance. Accordingly, adoption of a Statement of Overriding Considerations is required to support certification of the Final EIR. The Final EIR will be presented to the City Council for certification in compliance with CEQA.

E. ESTIMATED FEES

Development Impact Fees:

The applicant shall pay all development impact fees in effect at the time of issuance of building permits. At present, the fees are estimated to be as follows:

Traffic Signal	\$ 81,834.19
Traffic Mitigation	\$ 584,457.22
Drainage	\$ 389,731.85
Fire Facilities.....	\$ 77,603.54
Long Range Planning.\$	3,487.00
Administration	\$ 22,741.93
Total	\$1,159,855.73

F. STAFF RECOMMENDATION

1. Conduct and close the public hearing; and
2. Certify the Final Environmental Impact Report (ENV-2024-0003); and
3. Approve the Development Review Permit DR2023-2 per the attached Resolution and
4. Approve Conditional Use Permit P2023-1 per the attached Resolution.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2023090144) FOR THE PALISADE SANTEE COMMERCE CENTER, ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE PROJECT

WHEREAS, North Palisade Opco, LLC., the Applicant., submitted an application for Development Review Permit DR2023-2 and Conditional Use Permit P2023-1 for the development of the Palisade Santee Commerce Center ("Project") on a 13.5 acre site located at 10990 N. Woodside Avenue; and

WHEREAS, the Project site is bounded by the San Diego River to the north; industrial buildings to the east and west; and by industrial buildings, Wheatlands Avenue, and California State Route (SR) 67 to the south; and

WHEREAS, the Project site is currently developed with a two-screen, drive-in theatre and a building containing restrooms, concession facilities, and a projection house, which is no longer operational and only functions as a site for a swap meet on weekends; and

WHEREAS, the Project includes the demolition and removal of all existing on-site structures and the construction of a 300,145 square-foot industrial/warehousing building, which includes 290,145 square feet of warehouse space and 10,000 square feet of office space, up to 42 dock-high doors, four grade-level doors, two truck courts, 301 passenger-vehicle parking spaces, 30- and 40-foot wide fire access lanes along the building perimeter, landscaping, and fencing along portions of the developed perimeter with automated gates at certain driveway locations; and

WHEREAS, the Project is consistent with the site's existing land use designation (IL-Light Industrial) and zoning (Light Industrial – IL); and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Santee is the lead agency for the proposed Project; and

WHEREAS, pursuant to CEQA and the State CEQA Guidelines the City determined that an Environmental Impact Report ("EIR") should be prepared in order to analyze all potential adverse environmental impacts of the proposed Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15082, on September 8, 2023, the City sent to the Office of Land Use and Climate Innovation and each responsible and trustee agency a Notice of Preparation ("NOP") stating that an Environmental Impact Report (State Clearinghouse Number #2023090144) would be prepared; and

WHEREAS, four comment letters were received in response to the NOP; and

WHEREAS, pursuant to Public Resources Code section 21083.9 and State CEQA Guidelines sections 15082(c) and 15083, the City held a duly noticed Scoping Meeting on September 26, 2023, to solicit comments on the scope of the environmental review of the proposed Project; and

WHEREAS, a Draft Environmental Impact Report (“Draft EIR”) was prepared, incorporating comments received in response to the NOP; and

WHEREAS, the Draft EIR determined that mitigation measures were required to mitigate impacts to a less than significant level for Biological Resources, Cultural, Tribal Cultural and Paleontological Resources; and

WHEREAS, the Draft EIR further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts relating to Historical Resources and Transportation; and

WHEREAS, in accordance with State CEQA Guidelines section 15085, a Notice of Completion was prepared and filed with the Office of Planning and Research on April 21, 2025; and

WHEREAS, as required by State CEQA Guidelines section 15087(a), the City provided Notice of Availability of the Draft EIR to the public at the same time that the City sent Notice of Completion to the Office of Planning and Research, on April 21, 2025; and

WHEREAS, during the public comment period, copies of the Draft EIR and technical appendices were available for review and inspection at City Hall, on the City’s website, and at the Santee County Library; and

WHEREAS, pursuant to State CEQA Guidelines section 15087(e), the Draft EIR was circulated for at least a 45-day public review and comment period from April 21, 2025 to June 4, 2025; and

WHEREAS, during the public review and comment period, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines section 15086; and

WHEREAS, the City received 25 written comment letters on the Draft EIR (two additional letters were withdrawn); and

WHEREAS, pursuant to Public Resources Code section 21092.5, the City provided copies of its responses to commenting public agencies at least ten (10) days prior to the City’s consideration of the Final EIR; and

WHEREAS, on August 15, 2025, the City released the Final EIR (“Final EIR”), which consists of the Draft EIR) all technical appendices prepared in support of the Draft EIR) all written comment letters received on the Draft EIR) written responses to all written

comment letters received on the Draft EIR) and errata to the Draft EIR and technical appendices; and

WHEREAS, the “EIR” consists of the Final EIR and its attachments and appendices, as well as the Draft EIR and its attachments and appendices (as modified by the Final EIR); and

WHEREAS, all potentially significant adverse environmental impacts were sufficiently analyzed in the EIR; and

WHEREAS, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all of the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the City in connection with the preparation of the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the City has made certain findings of fact, as set forth in **Exhibit A** to this Resolution, attached hereto and incorporated herein, based upon the oral and written evidence presented to it as a whole and the entirety of the administrative record for the Project, which are incorporated herein by this reference; and

WHEREAS, the City finds that environmental impacts that are identified in the EIR as less than significant and do not require mitigation are described in **Section II of Exhibit A**; and

WHEREAS, the City finds that environmental impacts that are identified in the EIR that are less than significant with incorporation of mitigation measures are described in **Section III of Exhibit A**; and

WHEREAS, the City finds that even with the incorporation of all feasible mitigation measures, the environmental impacts that are identified in the EIR that are significant and unavoidable are described in **Section IV of Exhibit A**; and

WHEREAS, the cumulative impacts of the Project identified in the EIR and set forth herein, are described in **Section V of Exhibit A**; and

WHEREAS, the potential significant irreversible environmental changes that would result from the proposed Project identified in the EIR and set forth herein, are described in **Section VI of Exhibit A**; and

WHEREAS, the existence of any growth-inducing impacts resulting from the proposed Project identified in the EIR and set forth herein, are described in **Section VII of Exhibit A**; and

WHEREAS, alternatives to the proposed Project that might further reduce the already less than significant environmental impacts are described in **Section VIII of Exhibit A**; and

WHEREAS, because the EIR identified significant and unavoidable impacts, the City Council explains its reasoning for recommending the adoption of the Project despite those impacts in the Statement of Overriding Considerations, as set forth in **Section IX** of **Exhibit A**; and

WHEREAS, all the mitigation measures identified in the EIR and necessary to reduce the potentially significant impacts of the proposed Project to a level of less than significant are set forth in the Mitigation Monitoring and Reporting Program (MMRP) in **Exhibit B** to this Resolution, attached hereto and incorporated herein; and

WHEREAS, prior to taking action, the City has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the EIR and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the EIR reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearing conducted by the City and no additional information submitted to the City have produced substantial new information requiring recirculation of the EIR or additional environmental review of the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5; and

WHEREAS, on August 27, 2025, the City conducted a duly noticed public hearing on this Resolution, at which time all persons wishing to testify were heard and the Project was fully considered; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTEE:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby finds that it has been presented with the EIR, which it has reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with CEQA and the State CEQA Guidelines. The City Council finds that the EIR reflects the independent judgment and analysis of the City. The City Council declares that no evidence of new significant impacts or any new information of “substantial importance” as defined by State CEQA Guidelines section 15088.5, has been received by the City after circulation of the Draft EIR that would require recirculation. Therefore, the City Council hereby certifies the EIR based on the entirety of the record of proceedings.

SECTION 3. The City Council hereby adopts the “CEQA Findings of Fact” which

were prepared in accordance with State CEQA Guidelines sections 15091 and which are attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 4. Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit B and incorporated herein by this reference. Implementation of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program is hereby made a condition of approval of the Project. In the event of any inconsistencies between the Mitigation Measures set forth in the EIR or the Findings of Fact and the Mitigation Monitoring and Reporting Program, the Mitigation Monitoring and Reporting Program shall control.

SECTION 5. Based upon the entire record before it, including the EIR, Findings of Fact, and all written and oral evidence presented, the City Council hereby approves the proposed Project.

SECTION 6. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at City Hall, 10601 N. Magnolia Avenue, Santee, CA 92071. The custodian of the record of proceedings is the Department of Planning & Building. This information is provided pursuant to Public Resources Code section 21081.6.

SECTION 7. City staff shall cause a Notice of Determination to be filed and posted with the County Clerk and the State Clearinghouse within five working days of the adoption of this Resolution.

APPROVED AND ADOPTED this 27th day of August, 2025.

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

EXHIBIT A

CEQA FINDINGS OF FACT

The California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (CEQA) requires that public agencies shall not approve or carry out a project for which an Environmental Impact Report (EIR) has been certified that identifies one or more significant adverse environmental effects of a project unless the public agency makes one or more written Findings for each of those significant effects, accompanied by a brief explanation of the rationale for each Finding (State CEQA Guidelines [Cal. Code Regs., tit. 14, § 15000 et seq.], § 15091). This document presents the CEQA Findings of Fact made by City of Santee, in its capacity as the CEQA lead agency, regarding the Palisade Santee Commerce Center (Project), evaluated in the Draft Environmental Impact Report (Draft EIR) and Final Environmental Impact Report (Final EIR) for the Project.

SECTION I. **INTRODUCTION**

Public Resources Code section 21002 states that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” Section 21002 further states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.”

Pursuant to section 21081 of the Public Resources Code, a public agency may only approve or carry out a project for which an EIR has been completed that identifies any significant environmental effects if the agency makes one or more of the following written finding(s) for each of those significant effects accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.
2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

As indicated above, section 21002 requires an agency to “avoid or substantially lessen” significant adverse environmental impacts. Thus, mitigation measures that “substantially lessen” significant environmental impacts, even if not completely avoided, satisfy section 21002’s mandate. (*Laurel Hills Homeowners Assn. v. City Council* (1978))

83 Cal.App.3d 515, 521 [“CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level”]; *Las Virgenes Homeowners Fed., Inc. v. County of Los Angeles* (1986) 177 Cal. App. 3d 300, 309 [“[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance . . . if such would render the project unfeasible”].)

While CEQA requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts, an agency need not adopt infeasible mitigation measures or alternatives. (Pub. Resources Code, § 21002.1(c) [if “economic, social, or other conditions make it infeasible to mitigate one or more significant effects on the environment of a project, the project may nonetheless be carried out or approved at the discretion of a public agency”]; see also State CEQA Guidelines, § 15126.6(a) [an “EIR is not required to consider alternatives which are infeasible”].) CEQA defines “feasible” to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.” (Pub. Resources Code, § 21061.1.) The State CEQA Guidelines add “legal” considerations as another indicia of feasibility. (State CEQA Guidelines, § 15364.) Project objectives also inform the determination of “feasibility.” (*Jones v. U.C. Regents* (2010) 183 Cal. App. 4th 818, 828-829.) “[F]easibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors.” (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417; see also *Sequoiah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715.) “Broader considerations of policy thus come into play when the decision making body is considering actual feasibility[.]” (*Cal. Native Plant Soc’y v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1000 (“*Native Plant*”); see also Pub. Resources Code, § 21081(a)(3) [“economic, legal, social, technological, or other considerations” may justify rejecting mitigation and alternatives as infeasible] (emphasis added).)

Environmental impacts that are less than significant do not require the imposition of mitigation measures. (*Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337, 1347.)

The California Supreme Court has stated, “[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 576.) In addition, perfection in a project or a project’s environmental alternatives is not required; rather, the requirement is that sufficient information be produced “to permit a reasonable choice of alternatives so far as environmental aspects are concerned.” Outside agencies (including courts) are not to “impose unreasonable extremes or to interject [themselves] within the area of discretion as to the choice of the action to be taken.” (*Residents Ad Hoc Stadium Com. v. Board of Trustees* (1979) 89 Cal.App.3d 274, 287.)

SECTION II.
FINDINGS REGARDING ENVIRONMENTAL
IMPACTS NOT REQUIRING MITIGATION

The City Council hereby finds that the following potential environmental impacts of the Project are less than significant and therefore do not require the imposition of Mitigation Measures.

A. AESTHETICS

1. Scenic Vistas

Threshold: Would the Project have a substantial adverse effect on a scenic vista?

Finding: Less than significant. (Draft EIR, p. 4.1-7 – 4.1-8)

Explanation:

The proposed Project includes demolition and/or removal of all existing on-site structures (i.e., drive-in theatre screens, restroom and snack bar building, ticket booths, and fencing) and the construction of a 300,145 square foot industrial/warehousing building. The proposed building height would be up to 50 feet.

As stated in Section 4.1.1, the open space resources within the City and adjacent areas provide opportunities for scenic vistas. Specifically, within the Project area, views to the San Diego River and adjacent floodway, and Rattlesnake Mountain, are available from public vantage points located north of the river including from the San Diego River Trail/Walker Preserve Trail and Sandy Creek Drive. At its closest point, the river trail is located approximately 610 feet north of the Project site, and Sandy Creek Drive is located approximately 1,130 feet to the northwest of the northwestern corner of the Project site. As viewed from the river trail, the San Diego River riparian corridor (specifically, dense trees and shrubs) dominates the foreground and existing features on the Project site (located south of the river) do not obstruct or interrupt existing views from the trail to the San Diego River riparian corridor or background hillsides. Figures 4.1-2 and 4.1-3 capture representative views from the river trail towards the Project site. For the same reasons, proposed development on the Project site would not obstruct or interrupt views from the river trail to the San Diego River and riparian corridor. The façades of the proposed building would be visible from segments of the trail (facades would be detectable above foreground vegetation) but the proposed building scale and mass would not result in substantial blockage of an existing scenic resource nor would it result in the significant additional interruption of views to the foreground river corridor or background hillsides. Also, as viewed from the river trail, Rattlesnake Mountain is regularly blocked from view by upland and riparian vegetation within the San Diego River floodway. Where clear views to Rattlesnake Mountain are available (such as at Vantage Points 1 and 2), building scale would

not adversely affect the existing quality of the view. See Figures 4.1-2 and 4.1-3.

Similarly, the proposed building would be visible from segments of SR-67 and nearby roadways to the north including Northcote Road but the introduction of the Project would not result in substantial blockage of a scenic vista or resource. See Figure 4.1-4. Lastly and as viewed from Sandy Creek Drive, Rattlesnake Mountain is not located in line with the Project site or existing built features on the Project site. An existing view south and southeast toward Rattlesnake Mountain from Sandy Creek Drive is provided in Figure 4.1-5.

From the river trail, the existing drive-in theatre screen in the northwest corner of the Project site is occasionally visible through gaps in tall vegetation; however, since the proposed maximum height of the industrial/warehouse building (up to 50 feet) would be less than the maximum above ground height of the closest onsite drive-in theatre screen, views through the site and toward Rattlesnake Mountain may be improved. From select river trail locations, the upper portions of the proposed industrial/warehouse building may be visible, but the majority of the building would be blocked from view by intervening riparian vegetation in the river corridor and by proposed screen trees to be planted along the site's northern boundary. See Figure 4.1-6, Landscape Sections and River Trail View Corridors, that depicts approximate south-oriented cross-sections from the River Trail toward the northwestern corner (Section A'-A') and northeastern corner (Section B'-B') of the proposed building. Figures 4.1-2 through 4.1-4 also detail the partially blocked nature of views to the Project from nearby segments of the river trail and from Northcote Road.

As captured in Figures 4.1-2 through 4.1-5, the drive-in theatre screens are currently viewed as rectangular forms in a built landscape of comparably lower, rectangular industrial buildings with flat rooflines and lightly colored exteriors. Introduction of the proposed project, which would consist of similar built characteristics as nearby industrial/commercial buildings, would result in an overall more cohesive visual environment. Because construction and operation of the proposed project would not substantially obstruct, interrupt, or otherwise degrade views to Rattlesnake Mountain from either the San Diego River Trail/Walker Preserve Trail or Sandy Creek Drive, impacts to scenic vistas from these public vantage points would be less than significant.

While taller equipment including cranes used for demolition and construction activities on the Project site may be visible from Sandy Creek Drive and the San Diego River Trail/Walker Preserve Trail, the temporary presence of construction equipment in views would not have a substantial adverse effect on views to the San Diego River and adjacent floodway. Cranes and similar tall equipment would operate onsite temporarily and would be removed from the site (and public views) upon completion of activities and structures requiring their use. Further, the tall and narrow form and line of cranes located on the Project site (south of the river) and would have overall minor effects on views to the river and the river's riparian corridor from public vantage points north of the river. Similarly and once in the operational phase, the introduction of an up to 50 foot high, industrial/warehousing

building on site surrounded by existing industrial and commercial buildings of similar form, color, and scale would not obstruct, substantially interrupt, or degrade river trail or Sandy Creek Drive views to the river and adjacent floodway. Impacts would be less than significant.

2. Scenic Resources

Threshold: Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Finding: No impacts. (Draft EIR, p. 4.1-8)

Explanation:

There are no state scenic highways that occur within the vicinity of the Project site. The nearest officially designated state scenic highway, State Route (SR) 52 as it travels adjacent to Mission Trails Regional Park (approximately Santo Road in San Diego to Mast Boulevard in Santee) is located approximately four miles to the west of the Project site. SR-52 (from Mast Boulevard in Santee to SR-67 in Santee) is the nearest eligible state scenic highway to the Project site, which is located approximately one mile south of the Project site. Based on this distance and intervening natural topography and development, the Project site is not located within the viewshed of either segment of SR-52. Therefore, no impacts associated with state scenic highways would occur.

3. Visual Character

Threshold: In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public view of the site and its surroundings?

Finding: Less than significant. (Draft EIR, p. 4.1-21)

Explanation:

Section 20171 of the California Public Resources Code defines an “urbanized area” as “(a) an incorporated city that meets either of the following criteria: (1) Has a population of at least 100,000 persons, or (2) Has a population of less than 100,000 persons if the population of that city and not more than two contiguous incorporated cities combined equals at least 100,000 persons.” As of January 1, 2023, the California Department of Finance estimated the population of Santee to be 59,227 persons (DOF 2023). Additionally, the City of Santee is located adjacent to the City of El Cajon, which the California Department of Finance estimates to have a population of 104,619 as of January 1, 2023 (DOF 2023). Therefore, because the City of Santee shares a border with the City of El Cajon, and because the two cities’ combined population exceeds 100,000 persons, the City of Santee is considered an urbanized area per CEQA, and the first question of this threshold

does not apply to the Project, as it is directed at non-urbanized areas. Section 21071 of the California Public Resources Code also defines an urbanized area for unincorporated areas; however, the City of Santee is an incorporated city, so this definition was not considered for this analysis.

The City's Municipal Code includes design standards related to building height, setbacks, landscaping requirements, and other development considerations that are relevant to scenic quality. Specifically, Chapter 13, Zoning, of the City's Municipal Code includes design standards for each zoning district, including the Light Industrial zone, which is the zoning designation for the Project site. The Light Industrial Zone has specified regulations that are outlined in Section 13.14 of the Santee Municipal Code (City of Santee 2023b). The design standards exist, in part, to regulate the uses of buildings and structures, and to encourage the most appropriate use of land. As a part of the City's development and design review process, City staff reviews project plans to ensure compliance with applicable provisions of the Santee Municipal Code, including those provisions relating to scenic quality. Because the Project would undergo review by City Staff and with the approval of the proposed conditional use permit the proposed warehouse building's maximum height of 50 feet would be allowable within the Light Industrial zone (Section 13.14.040 of the Santee Municipal Code). The Project would not conflict with applicable zoning and other regulations governing scenic quality. Therefore, impacts associated with scenic quality would be less than significant.

4. Light and Glare

Threshold: Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Finding: Less than significant. (Draft EIR, pp. 4.1-21 – 4.1-22)

Explanation:

Lighting is of most concern when it may potentially spill over or trespass onto off-site properties, particularly residential buildings, sensitive biological areas such as the San Diego River corridor and the public right-of-way. Light spillover, trespass, and potential glare from project lighting are regulated by Section 13.30.030(B) of the Santee Municipal Code. The code requires that all lights and illuminated signs must be designed and adjusted to reflect light away from any road or street, away from any adjoining premises, and shall be shielded or directed to not cause glare on adjacent properties or motorists.

Project construction would be limited to the City's allowable construction hours of 7:00 a.m. and 7:00 p.m. and is not anticipated to require night lighting. In the event that construction lighting is required, its use would be temporary and infrequent and the limited lighting sources in use would be properly shielded to avoid spillover effects.

According to the Site Photometric Plan prepared for the Project (Herdman

Architecture + Design 2024), wall mounted light fixtures (53 in total) would be installed on the exterior façades of the building. Approximately half of the wall fixtures would be mounted at a height of 25 feet above ground surface and the remaining half would be mounted at a height of 9 feet above ground surface. In addition, approximately 18 pole mounted lights would be installed throughout the site parking lot and the site driveway. The mounting height of pole lights would be 25 feet above ground surface. All lighting fixtures would be hooded and downward casting. Fixture housing would feature a cast black painted metal finish. Lamp/light sources would be white, LEDs.

Project lighting has been designed consistent with the requirements of Section 13.30.030(B) of the Santee Municipal Code. Specifically, exterior lighting on the Project site would result in the adequate lighting of parking areas, would cast light downward where most lighting would fall onto the site (offsite light trespass would be minimal). As shown on the Site Photometric Study, all measurable lighting (i.e., 0.1-foot candles or greater) would generally be contained within the site boundary. Along the site's northern boundary with the San Diego River floodway, most measurable lighting would be contained onsite with limited occurrences of lighting (0.1-0.4 footcandles) extending north of the site's northwestern corner (light levels in this area would be reduced to 0.0-foot candles approximately 20 feet north of the project boundary). Measurable lighting (0.1-0.5 footcandles with limited occurrences of 0.7 -0.9 footcandles immediately adjacent to the site) from onsite sources would fall onto adjacent industrial and business park uses including surface parking areas to the east and west of the Project site. However, as these uses/areas are not considered light sensitive and feature similar wall and pole mounted light sources, site lighting would not adversely affect nighttime views from these properties. Similarly, site lighting would not adversely affect nighttime views available to residences located to the north of the San Diego River as measurable lighting levels would not extend to the river trail or nearby residences. Lastly, light levels extending north of the Project site would be 0.0 footcandles or low (generally, 0.1-0.3 footcandles) and would quickly reduce in intensity with increased distance from the source and Project site.

With respect to glare potentially generated by the Project, the majority of the exterior building surfaces would consist of painted concrete (i.e., tilt-up concrete walls). To provide architectural interest and break up the overall massing of the proposed building, the design includes occasional strips of vertical windows along building exteriors and a collection of windows at building corners including at the office in the southeast corner of the building. See Figure 3-12a that depicts a rendering of the office exterior and vertical window strips along the south and east building facades. Figure 3-8 presents building elevations and demonstrates limited windows along the river-facing exterior (north elevation) of the building. As stated above, painted concrete would comprise the majority of the building exterior character and at window areas, the Project would use glass that is clear or tinted with medium to high performance anti-glare glazing. Solar panels would be installed atop the building; however, the fixed-tilt panel system would be oriented toward the south and is designed to absorb (as opposed to reflect) the majority of

incoming light. The panels would be visible from some hillside residential areas to the south including near Rattlesnake Mountain; however, project-related glare visible from the residential areas is anticipated to be minimal due to distance, the general small size of the solar array system, and the orientation of the panels towards the sky.

As such, the Project would not result in a substantial amount of glare in the Project area. Therefore, impacts associated with light and glare would be less than significant.

B. AGRICULTURE AND FOREST RESOURCES

1. Conversion of Agricultural Lands and Forestlands

Threshold: Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide significance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Finding: Less than significant. (Draft EIR, p. 5-1)

Explanation:

The Project site is currently occupied by the Santee Drive-In Theatre with a few small buildings within the parcel. The California Department of Conservation has not identified the site as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (DOC 2018). The Project site is designated as "Urban and Built-Up Land," by the California Department of Conservation, which is not a category under this CEQA criterion. In this case, the California Department of Conservation's designation of the Project site as "Urban and Built-Up Land" recognizes the fact that the site has a land use designation and zoning for light industrial uses, and has surrounding industrial land uses, which suggests a potential use for farmland is highly unlikely to occur because of the site location.

Because the site is not identified as Prime Farmland, Unique Farmland or Farmland of Statewide Importance, and because the "Urban and Built-Up Land" designation is not a category under this criterion, there would be no impact related to converting Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use.

The Project site has a land use designation and zoning for light industrial uses. The site is not planned for or used for any agricultural or forestry purposes.

According to the City's Draft Program EIR for the Housing Element Rezone Program Implementation, there are no lands protected by a Williamson Act Contract within the City (City of Santee 2022). Therefore, there would be no impact related to conflict with existing zoning or a Williamson Act Contract.

No portion of the site is considered forest land¹ as defined in California Public Resources Code Section 12220(g). Timberland² (as defined by California Public Resources Code Section 4526) or timberland-zoned timberland production³ (as defined by Section 51104[g] of the Government Code) is not present on-site, nor are there any active or potential commercial timber operations present in the area. The proposed Project would not involve the conversion of forest land to non-forest use. Therefore, the Project would not conflict with lands zoned for forest land, timberland, or timberland production and there would be no impact.

C. AIR QUALITY

1. Air Quality Plans

Threshold: Would the Project conflict with or obstruct implementation of the applicable air quality plan?

Finding: Less than significant. (Draft EIR, pp. 4.2-25 – 4.2-26)

Explanation:

As stated in Section 4.2.2, Local, SDAPCD and SANDAG are responsible for developing and implementing the clean air plans for attainment and maintenance of the NAAQS and CAAQS in the SDAB; specifically, the SIP and RAQS.⁵ The federal O₃ maintenance plan, which is part of the SIP, was adopted in 2016. The SIP includes a demonstration that current strategies and tactics will maintain acceptable air quality in the SDAB based on the NAAQS. The RAQS was initially adopted in 1991 and is updated every 3 years. The RAQS outlines SDAPCD's plans and control measures designed to attain the CAAQS for O₃. The SIP and RAQS rely on information from CARB and SANDAG, including mobile and area source emissions, as well as information regarding projected growth in San Diego County and the cities in the County, to project future emissions and then determine from that the strategies necessary for the reduction of emissions through regulatory controls. CARB mobile source emission projections and SANDAG growth projections are based on population, vehicle trends, and land use plans developed by San Diego County and the cities in the County as part of the development of their general plans.

The most recent update, the 2022 Regional Air Quality Strategy, was finalized in 2023. The 2022 RAQS contains strategies to continue directly reducing emissions of ozone precursors in San Diego County. As a co-benefit of these strategies, the 2022 RAQS is assisting in the reduction of particulate matter and greenhouse gases. Consistent with the District's recent reorganization pursuant to Assembly Bill (AB) 423 (Gloria, 2019), the 2022 RAQS also proposes to expand the District's

involvement as a regional agency within our regulatory authority, by including commitments to support research and innovation opportunities, developing new partnerships with public and private entities, convening more opportunities for engagement and education with stakeholders, and integrating environmental justice and equity into all District actions.

If a project that proposes development that is greater than that anticipated in the local plan and SANDAG's growth projections, the project might be in conflict with the SIP and RAQS and may contribute to a potentially significant cumulative impact on air quality. The City of Santee General Plan identifies the site as Light Industrial. The existing land use designation and zoning allows for a wide range of industrial uses, including warehouse, storage and distribution facilities. The Project is consistent with the underlying land use and zoning for the Project.

The Project is consistent with the underlying land use and zoning for the Project site. Therefore, the Project source emissions are not anticipated to result in air quality impacts that were not previously envisioned in the growth projections and RAQS, and implementation of the Project would not result in development in excess of that anticipated in local plans or increased development beyond those contemplated by SANDAG. Because the proposed land uses and associated vehicle trips are anticipated in local air quality plans, the Project would be consistent at a regional level with the underlying growth forecasts in the RAQS. Accordingly, the Project would not conflict with and would not obstruct implementation of applicable local and regional air quality plans; impacts would be less than significant.

2. Cumulatively Considerable Pollutant Emissions

Threshold: Would the Project result in cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Finding: Less than significant. (Draft EIR, pp. 4.2-26 – 4.2-28)

Explanation:

Construction

Construction of the Project would result in the temporary addition of pollutants to the local airshed caused by on-site sources (i.e., off-road construction equipment, soil disturbance, and VOC off-gassing) and off-site sources (vendor and haul truck trips, and worker vehicle trips). Construction emissions can vary substantially day to day, depending on the level of activity, the specific type of operation, and for dust, the prevailing weather conditions.

Criteria air pollutant emissions associated with construction activities were quantified using CalEEMod Default values provided by the program were used where detailed Project information was not available. A detailed description of the

construction schedule—including information regarding phasing, equipment used during each phase, haul trucks, vendor trucks, and worker vehicles—is included in Section 4.2.3, Methodology, above.

Development of the Project would generate air pollutant emissions from entrained dust, off-road equipment, vehicle emissions, asphalt pavement application, and architectural coatings. Fugitive dust would be limited through compliance with SDAPCD Rule 55, which requires the restriction of visible emissions of fugitive dust beyond the property line through watering exposed areas of the Project site at least 2 times per day and limiting vehicle travel to ten miles per hour on unpaved roads.

Table¹ 4.2-9 shows the estimated maximum unmitigated daily construction emissions associated with the conceptual construction phases of the Project. Complete details of the emissions calculations are provided in Appendix A, *Air Quality and Greenhouse Gas Emissions CalEEMod Output Files*, of Appendix B to this Draft EIR.

As shown in Table 4.2-9, daily construction emissions for the Project would not exceed SDAPCD's significance thresholds for any criteria air pollutant. Therefore, the Project would have a **less than significant impact** related to emissions of criteria air pollutant emissions during construction.

Operations

Operation of the Project would generate VOC, NO_x, CO, SO_x, PM₁₀, and PM_{2.5} emissions from mobile sources (vehicle trips), cargo handling equipment, area sources (consumer products, landscape maintenance equipment), routine maintenance of the emergency fire-water pump engine and energy sources. As discussed in Section 4.2.3, Methodology, pollutant emissions associated with long-term operations were quantified using CalEEMod and include warehouse land use. Future tenants/users are not yet known, nevertheless, the SDAPCD has the air permitting authority for any stationary sources that may be identified by future tenants. The Project includes an onsite fire-water pump engine and associated emissions were estimated with CalEEMod. Project-generated mobile source emissions were estimated in CalEEMod based on project-specific trip rates. CalEEMod default values were used to estimate emissions from the Project area and energy sources. The Project includes project design features (PDFs) (see Section 3.3.3 of this Draft EIR) that require the cargo handling equipment including forklifts (forklifts and pallet jacks) and yard tractors for facility operation to be Tier 4 Interim engines or better.

Table 4.2-10 presents the unmitigated maximum daily emissions associated with the operation of the Project in 2025 after all phases of construction have been completed. Complete details of the emissions calculations are provided in

¹ Where specific reference to tables, figures or appendices are included in the analysis herein, these refer to tables, figures and appendices in the draft EIR dated April 2025.

Appendix A, *Air Quality and Greenhouse Gas Emissions CalEEMod Output Files*, of Appendix B, *Air Quality and Greenhouse Gas Emissions Technical Report*, of this EIR. Emissions represent maximum of summer and winter for each source regardless of season. “Summer” emissions are representative of the conditions that may occur during the O3 season (May 1 to October 31), and “winter” emissions are representative of the conditions that may occur during the balance of the year (November 1 to April 30).

As shown in Table 4.2-10, daily operational emissions for the Project would not exceed SDAPCD’s significance thresholds for any criteria air pollutant. Therefore, operation of the Project would not result in a net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard; impacts due to Project operation would be less than significant.

3. Sensitive Receptors

Threshold: Would the Project expose sensitive receptors to substantial pollutant concentrations?

Finding: Less than significant. (Draft EIR, pp. 4.2-28 – 4.2-33)

Explanation:

Regionally, project-related travel will add to regional trip generation and increase the vehicle miles traveled within the SDAB. Locally, project traffic will be added to the City’s roadway system. If such traffic occurs during periods of poor atmospheric ventilation, consists of a large number of vehicles “cold-started” and operating at pollution-inefficient speeds, and operates on roadways already crowded with non-project traffic, there is a potential for the formation of microscale CO “hotspots” in the area immediately around points of congested traffic. Because of continued improvement in mobile emissions at a rate faster than the rate of vehicle growth and/or congestion, the potential for CO hotspots in the basin is steadily decreasing.

Projects contributing to adverse traffic impacts at high congested intersections may result in the formation of CO hotspots. To determine whether the Project would not cause or contribute to a violation of the CO standard, a screening evaluation of the potential for CO hotspots was conducted. The County’s CO hotspot screening guidance (County of San Diego 2007) was followed to determine whether the Project would require a site-specific hotspot analysis. Per guidance, any project that would place receptors within 500 feet of a signalized intersection operating at or below LOS E (peak-hour trips exceeding 3,000 trips) must conduct a “hotspot” analysis for CO. Likewise, projects that will cause road intersections to operate at or below a LOS E (i.e., with intersection peak-hour trips exceeding 3,000) will also have to conduct a CO “hotspot” analysis. As presented in the Transportation Impact Study (Appendix L), the following intersections were analyzed:

Roadway Segments:

- Magnolia Avenue, south of Mission Gorge - Woodside Avenue
- Woodside Avenue, between Magnolia Avenue and Woodside Avenue
- Woodside Avenue, between Woodside Avenue to Project Driveway

Intersections:

- Magnolia Avenue/SR-52 EB Off-Ramps
- Magnolia Avenue/SR-52 WB On-Ramp - SR-67 SB On-Ramp
- Magnolia Avenue - Mission Gorge Road/Woodside Avenue
- Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp
- Hartley Road/Woodside Avenue
- Wheatlands Avenue/Woodside Avenue
- Project Access Driveway/Woodside Avenue

As presented in the Transportation Impact Study (Appendix L of this Draft EIR), all study area roadway segments and intersections would continue to operate at satisfactory levels of service (LOS D or better) under Near Term plus Project conditions with the exception of the Magnolia Avenue - Mission Gorge Road/Woodside Avenue intersection and the Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection. However, for the Magnolia Avenue - Mission Gorge Road/Woodside Avenue intersection the proposed project would not increase the delay by more than 2 seconds and therefore, not exceed the City's criteria for project specific traffic effect under Horizon Year plus Project conditions. No improvements are required, and as such, no impacts are expected for the formation of adverse CO hotspots.

As presented in the Transportation Impact Study (Appendix I) the proposed project would result in a traffic effect at the N. Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection, under Existing plus Project, Near Term plus Project conditions, and Horizon Year plus Project conditions. The project would construct a missing segment of sidewalk along N. Woodside Avenue near the N. Woodside Avenue/Woodside Avenue - SR-67 SB Off-Ramp intersection and near the project driveway, for a total of 990 linear feet or approximately 0.2 miles. The project would also be responsible for pavement rehabilitation and restriping of N. Woodside Avenue to the satisfaction of the City Engineer from Caltrans right-of-way at the intersection of the SR-67 to the easternmost edge of the project driveway's intersection with N. Woodside Avenue. In addition, the project would install approximately 1,240 SF of new roadway to fill in an unpaved area between the edge of the existing roadway and the new proposed sidewalk. Although this improvement would not reduce delay or improve LOS at the Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection, it would improve non-

vehicular circulation and pavement conditions along Woodside Avenue and would be considered an acceptable improvement by the City in lieu of improving delay or LOS at the intersection.

In addition, at the time that the South Coast Air Quality Management District (SCAQMD) Handbook (SCAQMD 1993) was published, the South Coast Air Basis (SCAB) was designated nonattainment under the CAAQS and NAAQS for CO. In 2007, the SCAQMD was designated in attainment for CO under both the CAAQS and NAAQS as a result of the steady decline in CO concentrations in the SCAB due to turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities. The SCAQMD conducted CO modeling for the 2003 AQMP⁶ (SCAQMD 2003b) for the four worst-case intersections in the SCAB:

1. Wilshire Boulevard and Veteran Avenue
2. Sunset Boulevard and Highland Avenue
3. La Cienega Boulevard and Century Boulevard
4. Long Beach Boulevard and Imperial Highway

At the time the 2003 AQMP was prepared, the intersection of Wilshire Boulevard and Veteran Avenue was the most congested intersection in Los Angeles County, with an average daily traffic volume of about 100,000 vehicles per day. The 2003 AQMP projected 8-hour CO concentrations at these four intersections for 1997 and from 2002 through 2005. From years 2002 through 2005, the maximum 8-hour CO concentration was 3.8 parts per million at the Sunset Boulevard and Highland Avenue intersection in 2002 and the maximum 8-hour CO concentration was 3.4 parts per million at the Wilshire Boulevard and Veteran Avenue in 2002.

Accordingly, CO concentrations at congested intersections would not exceed the 1-hour or 8-hour CO CAAQS unless projected daily traffic would be at least over 100,000 vehicles per day. While the project is not located in the SCAB, similar localized ambient impacts can be expected near intersections regardless of location. The Project estimated horizon year plus Project intersection volumes results in 27,100 and 26,620 daily total vehicles for AM and PM conditions, see Appendix A. Because the project is not anticipated to increase daily traffic volumes at N. Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection more than 100,000 vehicles per day, a CO hotspot is not anticipated to occur.

Therefore, the Project would not generate traffic that would contribute to potential adverse traffic impacts that may result in the formation of CO hotspots and no hotspot analysis is required. Based on these considerations, the Project would not expose sensitive receptors to substantial CO concentrations; impacts based on CO exposure would be less than significant.

Toxic Air Contaminants

Construction Health Risk

In addition to impacts from criteria pollutants, project impacts may include emissions of pollutants identified by the state and federal government as TACs or HAPs. The greatest potential for TAC emissions during construction would be DPM emissions from heavy equipment operations and heavy-duty trucks, and the associated health impacts to sensitive receptors. Construction of the Project would occur over a period of approximately 15 months. The closest sensitive receptors to the Project site are single-family residences to the north of the site and north of the San Diego River and single and multifamily residential units south of the Project site and south of Highway 67. As such, a construction health risk analysis was performed for the Project as discussed below.

Table 4.2-11 summarizes the results of the HRA for Project construction, and detailed results are provided in Appendix B of Appendix B, *Health Risk Assessment Output Files*.

The results of the HRA demonstrate that the TAC exposure from construction diesel exhaust emissions would result in a cancer risk on site of less than the 10 in 1 million threshold, as well as Chronic Hazard Index less than 1.0. Therefore, TAC emissions from construction of the Project would not expose sensitive receptors to substantial pollutant concentrations and would result in a less than significant impact.

Operational Health Risk

As discussed in Section 4.2.3, an HRA was performed to estimate the Maximum Individual Cancer Risk and Chronic Hazard Index for residential receptors associated with Project operations. Results of the operational HRA are presented in Table 4.2-12.

As shown in Table 4.2-12, the DPM emissions from operation of the Project would result in a Residential Maximum Individual Cancer Risk of 3.80 in 1 million and a Residential Chronic Hazard Index of 0.00146.

The results of the HRA demonstrate that the TAC exposure from operational diesel exhaust emissions would result in cancer risk less than the 10 in 1 million threshold and Chronic Hazard Index less than 1. Therefore, operation of the Project would not expose sensitive receptors to substantial pollutant concentrations; impacts would be less than significant.

Combined Construction and Operational Health Risk

As discussed, a combined construction and operational HRA was performed to estimate the Maximum Individual Cancer Risk and Chronic Hazard Index for residential receptors associated with the Project. Results of the combined HRA are presented in Table 4.2-13.

As shown in Table 4.2-13, the DPM emissions from the combined construction and operation of the Project would result in a Residential Maximum Individual Cancer Risk of in 5.14 million and a Residential Chronic Hazard Index of 0.0027.

The results of the combined construction and operational HRA demonstrate that the TAC exposure from diesel exhaust emissions would result in cancer risk less than the 10 in 1 million threshold and Chronic Hazard Index less than 1. Therefore, the Project would not expose sensitive receptors to substantial pollutant concentrations; impacts would be less than significant.

Health Effects of Criteria Air Pollutants

As demonstrated, construction and operation of the Project would not result in emissions that exceed SDAPCD's emission thresholds for any criteria air pollutants. The SDAPCD thresholds are based on SDAB compliance with the NAAQS and CAAQS which are protective of public health; therefore, no adverse effects to human health would result from the Project. The following provides a general discussion of criteria air pollutants and their health effects.

Some VOCs would be associated with motor vehicles and construction equipment, while others are associated with architectural coatings and asphalt off-gassing, the emissions of which would not result in exceedances of SDAPCD's thresholds. SDAPCD Rule 67.0.1 restricts the VOC content of coatings for both construction and operational applications.

VOCs and NO_x are precursors to O₃, for which the SDAB is designated as nonattainment with respect to certain NAAQS and CAAQS standards (the SDAB is designated by EPA as an attainment area for the 1-hour O₃ NAAQS standard and 1997 8-hour NAAQS standard). The health effects associated with O₃, as discussed in Section 2.1.4, Criteria Air Pollutants, are generally associated with reduced lung function. The contribution of VOCs and NO_x to regional ambient O₃ concentrations is the result of complex photochemistry, with increases in O₃ concentrations in the SDAB due to precursor emissions found downwind from the source location. However, the potential for exacerbating excessive O₃ concentrations would also depend on the time of year that the VOC emissions would occur because exceedances of the O₃ NAAQS and CAAQS tend to occur between April and October, when solar radiation is highest. The effect of a single project's emissions of O₃ precursors is speculative due to the lack of quantitative methods to assess this impact. VOC and NO_x emissions associated with Project construction would only negligibly contribute to regional O₃ concentrations and the associated health impacts. Accordingly, the Project would not expose sensitive receptors to substantial concentrations of VOCs and NO_x; health impacts would be less than significant.

Health effects associated with CO include chest pain in patients with heart disease, headache, light-headedness, and reduced mental alertness (CARB 2019). CO tends to be a localized impact associated with congested intersections. CO hotspots were discussed previously as a less than significant impact. Thus, the

proposed Project's CO emissions would not contribute to the health effects associated with this pollutant. Health impacts would be less than significant.

Construction of the Project would not exceed thresholds for PM10 or PM2.5 and would not contribute to exceedances of the NAAQS and CAAQS for particulate matter. As noted above, PM10 or PM2.5 emissions during both construction and operation of the Project would be less than the applicable SDAPCD threshold. Accordingly, the Project would not expose sensitive receptors to substantial concentrations of PM10 or PM2.5; health impacts would be less than significant.

Nitrogen oxides (NOx) is a term used to describe the sum of nitric oxide (NO), nitrogen dioxide (NO2), and other oxides of nitrogen. As such, NO2 is a constituent of NOx. Construction of the Project would not contribute to exceedances of the NAAQS and CAAQS for NO2 since NOx emissions would be less than the applicable SDAPCD threshold. As discussed above, the SDAPCD thresholds are based on SDAB compliance with the NAAQS and CAAQS, which are protective of public health; therefore, no adverse effects to human health would result from emissions below threshold. As described in Section 4.2.1, NO2 health impacts are associated with respiratory irritation, which may be experienced by nearby receptors during the periods of heaviest use of off-road construction equipment. However, these operations would be relatively short term, and the off-road construction equipment would be operating on various portions of the site and would not be concentrated in one portion of the site at any one time. Accordingly, the Project would not expose sensitive receptors to substantial pollutant concentrations of NO2; impacts would be less than significant.

4. Other Adverse Emissions

Threshold: Would the Project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Finding: Less than significant. (Draft EIR, pp. 4.2-33 – 4.2-34)

Explanation:

Construction

The State of California Health and Safety Code, Division 26, Part 4, Chapter 3, Section 41700 SDAPCD Rule 51, and the City's Municipal Code prohibit emissions from any source whatsoever in such quantities of air contaminants or other material that cause injury, detriment, nuisance, or annoyance to the public health or damage to property. Projects required to obtain permits from SDAPCD are evaluated by SDAPCD staff for potential odor nuisance, and conditions may be applied (or control equipment required) where necessary to prevent occurrence of public nuisance. Odors would be generated from vehicles and/or equipment exhaust emissions during construction of the Project. Odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment and architectural coatings. Such odors

are temporary and for the types of construction activities anticipated for Project components, would generally occur at magnitudes that would not affect substantial numbers of people. In addition, there are no adjacent sensitive receptors to the Project site, the closest sensitive receptors are approximately 0.15 mile north and south of the Project site. Therefore, construction of the Project would not result in odors that would adversely affect a substantial number of people, and impacts associated with odors during construction would be less than significant.

Operation

SDAPCD Rule 51 (Nuisance) also prohibits emission of any material that causes nuisance to a considerable number of persons or endangers the comfort, health, or safety of any person. A project that proposes a use that would produce objectionable odors would be deemed to have a significant odor impact if it would affect a considerable number of off-site receptors. Odor issues are very subjective by the nature of odors themselves because their measurements are difficult to quantify. As a result, this guideline is qualitative, and will focus on the existing and potential surrounding uses and location of sensitive receptors.

Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, there are no quantitative or formulaic methodologies to determine if potential odors would have a significant impact. Examples of land uses and industrial operations that are commonly associated with odor complaints include agricultural uses, wastewater treatment plants, food processing facilities, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding facilities. In addition to the odor source, the distance between the sensitive receptor(s) and the odor source, as well as the local meteorological conditions, are considerations in the potential for a project to frequently expose the public to objectionable odors. Although localized air quality impacts are focused on potential impacts to sensitive receptors, such as residences and schools, other land uses where people may congregate (e.g., workplaces) or uses with the intent to attract people (e.g., restaurants and visitor-serving accommodations) should also be considered in the evaluation of potential odor nuisance impacts. The Project would not include operations of agricultural uses, wastewater treatment plants, food processing facilities, chemical plants, composting, refineries, landfills, dairies, or fiberglass molding facilities. As such, the Project is not expected to produce any nuisance odors due to its operation. In the event the Project is required to obtain a permit from SDAPCD, SDAPCD staff would review the Project for potential odor nuisance, and conditions may be applied (or control equipment required) where necessary to prevent occurrence of public nuisance. Therefore, operation of the Project would not result in odors that would adversely affect a substantial number of people, impacts related to odors during operation would be less than significant.

D. BIOLOGICAL RESOURCES

1. Riparian Habitat

Threshold: Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Less than significant. (Draft EIR, 4.3-15 – 4.3-16)

Explanation:

Direct Impacts

The entire approximately 13.5-acre Project site would be directly impacted with Project implementation. Acreages for each vegetation community or land cover type permanently impacted are provided in Table 4.3-2, below, and their spatial distribution is shown in Figure 4.3-2, Impacts.

A total of approximately 13.5 acres would be permanently impacted with Project implementation (see Figure 4.3-2). No riparian habitat would be impacted with Project implementation. Communities listed by CDFW as high priority for inventory (i.e., State Rank [S] 1, 2, or 3) are considered sensitive and typically require mitigation (CDFW 2023). There are no sensitive vegetation communities with CDFW state rankings of 1, 2, or 3 within the Project site. Permanent impacts to non-native grassland would typically require mitigation to comply with regional MSCP conservation goals (City of San Diego 1998). However, because the Project's impact to non-native grassland is very minimal (0.27 acres) and this vegetation community is highly disturbed and dominated by annual forb species, impacts to non-native grassland would be less than significant and no mitigation measures are required.

No direct impacts to riparian habitat would occur with Project implementation, and no mitigation measures are required. Direct impacts would occur to 0.27 acres of non-native grassland, which is considered a sensitive vegetation community under the Draft Santee MSCP Subarea Plan. However, because the impact area is minimal (0.27 acres) and the community within the Project site is highly disturbed and dominated by annual forb species, impacts to sensitive vegetation communities would be less than significant and no mitigation measures are required.

2. Wetlands

Threshold: Would the Project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.)

through direct removal, filling, hydrological interruption, or other means?

Finding: Less than significant. (Draft EIR, pp. 4.3-16 – 4.3-19)

Explanation:

Direct Impacts

No Impact. No jurisdictional aquatic resources, including state or federally protected wetlands, occur within the Project site. The edge of the Project site occurs at least 20 to 30 feet in elevation higher than and approximately 70 to 100 feet south of the riparian (willow forest) and wetland (freshwater marsh) vegetation communities associated with the San Diego River. Therefore, no direct impacts to state or federally protected wetlands are anticipated within Project implementation and no permits under Section 401 or 404 of the Clean Water Act are required.

No direct impacts to state or federally protected wetlands would occur with Project implementation, and no mitigation measures are required.

3. Wildlife Movement

Threshold: Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Finding: Less than significant. (Draft EIR, pp. 4.3-19 – 4.3-20)

Explanation:

Direct Impacts

No Impact. The Project site is currently developed as a parking lot and drive-in theater and is not mapped as a core area or habitat linkage under the MSCP (City of San Diego 1998). Therefore, the Project site does not function as a wildlife corridor or habitat linkage. For these reasons, no direct impacts are anticipated to wildlife corridors and/or habitat linkages with Project implementation.

No direct impacts to wildlife corridors would occur with Project implementation, and no mitigation measures are required.

4. Local Policies and Plans

Threshold: Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Finding: Less than significant. (Draft EIR, pp. 4.3-20 – 4.3-21)

Explanation:

In the Conservation Element of the City of Santee General Plan, biological resources are discussed, and specific objectives and policies are presented (City of Santee 2003). The proposed Project does not conflict with any objectives or policies as presented in the Conservation Element of the Santee General Plan. Therefore, impacts to local policies and ordinances would be less than significant and no mitigation measures are required.

The proposed Project does not conflict with any objectives or policies as presented in the Conservation Element of the City of Santee General Plan (City of Santee 2003). Therefore, impacts to local policies and ordinances would be less than significant and no mitigation measures are required.

5. **Habitat Conservation Plans**

Threshold: Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Finding: Less than significant. (Draft EIR, p. 4.3-21)

Explanation:

The Project site is within the boundaries of the MSCP Plan (City of San Diego 1998). The Draft Santee MSCP Subarea Plan would serve as an HCP under the MSCP Plan pursuant to Section 10(a)(1)(B) of FESA, and as an NCCP pursuant to the California Natural Community Conservation Planning Act of 1991. The Draft Santee MSCP Subarea Plan, once finalized, will contribute to the regional MSCP for preservation, mitigation for impacts, and conservation of sensitive biological resources within San Diego County. The Draft Santee MSCP Subarea Plan is also intended to provide cumulative mitigation for impacts to Covered Species within the City of Santee's jurisdiction, as long as projects are consistent with and covered by provisions of the Santee MSCP Subarea Plan, and to ensure sufficient biological resources are conserved to assist in the conservation and recovery of Covered Species under the MSCP.

Although the Draft Santee MSCP Subarea Plan has not yet been approved or permitted, it is used as the guidance document for projects occurring within the City of Santee. All Project impacts would occur outside of the Draft Santee MSCP Subarea Plan Preserve area. However, as shown in Figure 1 of the BTR for this Project (see Appendix C of this Draft EIR), the Project site is adjacent to Preserve areas associated with the San Diego River corridor as identified in the Draft Santee MSCP Subarea Plan. **MM-BIO-2** and **MM-BIO-3** are proposed to prevent any indirect impacts to special-status species, sensitive vegetation communities, and jurisdictional aquatic resources associated with the San Diego River Preserve. Furthermore, Project implementation would not conflict with the provisions of the MSCP Plan or Draft Santee MSCP Subarea Plan, nor would it prevent the Draft

Santee MSCP Subarea Plan from being approved or compromise continued implementation of the MSCP in San Diego County. Therefore, impacts related to HCPs would be less than significant and no mitigation measures are required.

MM-BIO-2 and MM-BIO-3 are proposed to prevent any indirect impacts to special-status species, sensitive vegetation communities, and jurisdictional aquatic resources associated with the San Diego River as identified in the Draft Santee MSCP Subarea Plan (City of Santee 2023). Furthermore, Project implementation would not conflict with the provisions of the MSCP Subregional Plan or Draft Santee MSCP Subarea Plan, nor would it prevent the Draft Santee MSCP Subarea Plan from being approved or compromise continued implementation of the MSCP in San Diego County. Therefore, impacts to HCPs would be less than significant and no mitigation measures are required.

E. CULTURAL RESOURCES, TRIBAL CULTURAL RESOURCES AND PALEONTOLOGICAL RESOURCES

1. Tribal Cultural Resources

Threshold: Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Finding: Less than significant. (Draft EIR, pp. 4.4-14 – 4.4-15)

Explanation:

As part of the *Archeological Resources Inventory Report* (Appendix E), records of the California Historical Resources Information System (CHRIS) and Sacred Lands File (SLF) were reviewed in March 2023. The CHRIS records search included a review of previously identified prehistoric, historical, and built-environment resources; Department of Parks and Recreation (DPR) site records; technical reports; archival resources; and ethnographic references. Additional consulted sources include an online review of Bureau of Land Management (BLM) General Land Office Records, historical topographic (topo) maps, and historic aerial photographs to understand the development of the Project area and surrounding properties over time. The NAHC has indicated that known Native American cultural resources are in the vicinity of the Project area. However, no TCRs have been identified by California Native American tribes as part of the City's AB 52 notification and consultation process. Impacts are considered less than significant. No mitigation is required.

F. ENERGY

1. Wasteful Use of Energy

Threshold: Would the Project result in potentially significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Finding: Less than significant. (Draft EIR, pp. 4.5-11 – 4.5-16)

Explanation:

Construction

The proposed Project would require an approximately 15-month-long construction period. The construction phases anticipated to occur include demolition, grading, building construction and architectural coating, and paving. Heavy-duty construction equipment associated with construction activities would rely on diesel fuel, as would trucks associated with vendor and haul trips.

The amount of electricity used during construction would be minimal relative to the total power used in the region or state and typical of what is required to construct a development like the Project. Typical demand would stem from the use of electrically powered hand tools and several construction trailers by managerial staff during the hours of construction activities. Natural gas is not anticipated to be required during Project construction.

Heavy-duty construction equipment of various types would be used during each phase of construction. The CalEEMod analysis discussed in Appendix B to this EIR includes the proposed construction schedule and equipment usage. Based on that analysis, over all phases of construction, diesel-fueled construction equipment would run for an estimated 19,510 hours, as summarized in Table 4.5-1.

Fuel consumption from construction equipment was estimated based on the Project's anticipated construction schedule by converting the total CO₂ emissions from each construction phase to gallons using conversion factors for CO₂ to gallons of diesel. Construction is estimated to occur over a 15-month period (2023-2024)¹ based on the CalEEMod construction phasing schedule as described in Section 4.2, Air Quality. The conversion factor for gasoline is 8.78 kilograms per metric ton CO₂ per gallon, and the conversion factor for diesel is 10.21 kilograms per metric ton CO₂ per gallon (The Climate Registry 2019). The estimated diesel fuel use from construction equipment is shown in Table 4.5-2.

Fuel consumption from worker and vendor trips is estimated by converting the total CO₂ emissions from each construction phase to gallons using the conversion factors for CO₂ to gallons of gasoline or diesel. Worker vehicles are analyzed as being gasoline fueled, and vendor/hauling vehicles are analyzed as being diesel fueled. Calculations for total (daily trips x construction phase duration) worker,

vendor, and hauler fuel consumption are provided in Tables 4.5-3, 4.5-4, and 4.5-5, respectively.

As shown in Tables 4.5-2 through 4.5-5, the Project is estimated to consume a total of approximately 77,288 gallons of petroleum during the construction phase. By comparison, approximately 15.08 billion gallons of petroleum would be consumed in California over the course of the proposed Project's construction period based on the California daily petroleum consumption estimate of approximately 52.9 million gallons per day (CEC 2016). Additionally, the proposed Project would be required to comply with CARB's Airborne Toxics Control Measure, which limits fuel use by restricting heavy-duty diesel vehicle idling time to 5 minutes. Based on the calculations above, the Project would not significantly affect the overall demand for petroleum considering the Project's minimal contribution towards demand, as well as compliance with CARB's Airborne Toxics Control Measure, and therefore would not create wasteful, inefficient, or unnecessary consumption of energy resources.

Temporary electric power for as-necessary lighting and electronic equipment such as computers inside temporary construction trailers would be nominal; however, electricity used for such activities would be less than that required for Project operation and would be typical of similar construction sites; would not create wasteful, inefficient, or unnecessary consumption of energy resources; and would have a minimal contribution to the Project's overall energy consumption. Construction would comply with all relevant energy-related regulations by conserving energy and natural resources to the extent feasible. The energy demands due to diesel and gasoline use during construction would be small relative to statewide and local demands for fuel use, as discussed previously. The energy consumption during Project construction would be commensurate with typical construction projects and would not use energy wastefully or inefficiently. The Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction. Impacts related to temporary energy consumption during construction of the Project would be less than significant.

Operation

Electricity

SDG&E provides electric services to 3.7 million customers through 1.49 million electric meters and 905,000 natural gas meters throughout a 4,100-square-mile service area in San Diego County and southern Orange County (SDG&E 2022). According to CPUC, SDG&E customers consumed approximately 19,045 million kWh of electricity in 2020 (CPUC 2022). Based on recent energy supply and demand projections in California, statewide per-capita consumption is expected to remain relatively constant at 7,200– 7,800 kWh per person (CEC 2015). More specifically, within the City, annual electricity consumption (encompassing both residential and nonresidential) was approximately 65,092,483 kWh in 2023 (SDG&E 2023).

CalEEMod estimates energy usage associated with building systems that are regulated under Title 24 (such as heating and cooling systems), lighting, and use of appliances, plug-ins, and other sources not covered by Title 24. CalEEMod estimated that the Project would consume approximately 1,452,465 kWh of electricity annually. Compared with the City's annual electricity consumption, the anticipated increase in consumption associated with one year of Project operation is approximately 2.2% of the City's use. Considering the Project would be consistent with the City's General Plan and zoning for the site, the local and regional electricity demand planning would have included the Project. In addition, the Project would, per Sustainable Santee Action Plan Checklist, achieve LEED certification and meet or exceed CALGreen Tier 2 Standards in effect at the time of the building permit application, and would self-generate a portion of electric energy demand with a 450 kW on-site solar energy systems, providing evidence that the operation of the Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources.

Natural Gas

The CPUC regulates California natural gas rates and natural gas services, including in-state transportation over transmission and distribution pipeline systems, storage, procurement, metering, and billing. Most of the natural gas used in California comes from out-of-state natural gas basins. SDG&E provides natural gas service to San Diego and Orange Counties and would provide service to the Project site. CalEEMod estimated that the Project would consume approximately 4.4 million thousand Btu of natural gas annually (See Appendix B). By comparison, the City consumed approximately 2,065 million thousand Btu in 2023 (SDG&E 2023). The anticipated increase in consumption associated with one year of Project operation is approximately 0.21% of the SDG&E existing demand for the City. Considering the proposed Project would be consistent with the City's General Plan and zoning for the site, the local and regional natural gas demand planning would have included the Project. While natural gas for the Project would have been included in demand planning, it is important to note that this Project does not propose to use natural gas. In addition, the proposed Project would comply with Title 24 energy efficiency standards, providing evidence that the operation of the Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources.

Petroleum

There are more than 36 million registered vehicles in California, and those vehicles consume an estimated 1.45 billion gallons of fuel each year (CEC 2022a; DMV 2022). Petroleum currently accounts for approximately 92% of California's transportation energy consumption (CEC 2019). However, technological advances, market trends, consumer behavior, and government policies could result in significant changes in fuel consumption. At the federal and state levels, various policies, rules, and regulations have been enacted to improve vehicle fuel efficiency, promote the development and use of alternative fuels, reduce transportation-source air pollutants and GHG emissions, and reduce vehicle miles

traveled. Market forces have driven the price of petroleum products steadily upward over time, and technological advances have made use of other energy resources or alternative transportation modes increasingly feasible. Largely as a result of and in response to these multiple factors, gasoline consumption within the state has declined in recent years, and availability of other alternative fuels and energy sources has increased. The quantity, availability, and reliability of transportation energy resources have increased in recent years, and this trend may likely continue and accelerate (CEC 2019). Increasingly available and diversified transportation energy resources act to promote continuing reliable and affordable means to support vehicular transportation within the state.

CalEEMod estimated that the Project would generate approximately 3,828,488 vehicle miles traveled (VMT) per year including passenger and truck trips associated with the operation of warehouse and manufacturing modeled land uses, see Appendix A: CalEEMod Section 5.9, of Appendix B: Air Quality and GHG Emissions Technical Report, prepared by Dudek in May 2024. The CalEEMod VMT number is an annual total, whereas VMT in the transportation section of the EIR is based on SANDAG requirements of a per capita metric. As such they can't be compared directly, however, the CalEEMod program inputs were based on the SANDAG-required data used for the transportation analysis. As such the VMT data from the transportation analysis, is the basis for the project modeled for purposes of AQ, GHG, and energy.

Similar to construction worker and vendor trips, operational fuel consumption was estimated by converting the total CO₂ emissions from each land use type to gallons using the conversion factors for CO₂ to gallons of gasoline or diesel. Where vehicle MT CO₂ emissions are calculated in CalEEMod, see Appendix A: CalEEMod Section 4.1.2, of Appendix B: Air Quality and GHG Emissions Technical Report, prepared by Dudek in May 2024. See Section 2.4.2 of the Air Quality and GHG Emissions Technical Report for detailed discussion of operational vehicle trip analysis. Based on the annual fleet mix provided in CalEEMod, calculations for annual mobile-source fuel consumption are provided in Table 4.5-6.

As shown in Table 4.5-6, mobile sources from the proposed Project would result in approximately 88,667 gallons of gasoline per year and 217,522 gallons of diesel consumed per year beginning in 2024. By comparison, California as a whole consumed approximately 1.45 billion gallons of petroleum in 2018 (CEC 2019).

Over the lifetime of the Project, the fuel efficiency of the vehicles being used by residents, visitors, and employees is expected to increase. As such, the amount of petroleum consumed as a result of vehicular trips to and from the Project site during operation would decrease over time.

In summary, although the Project would increase electricity, natural gas, and petroleum use during operation, considering the size of the Project, estimated use of these resources would be minimal relative to existing statewide and local demands. Energy consumption during Project operation would be commensurate with typical commercial projects and would not use energy wastefully or

inefficiently. Furthermore, the Project would include several sustainability design features to reduce potential energy and water usage, such as electric vehicle parking, LEED certification and meet or exceed CALGreen Tier 2 Standards in effect at the time of the building permit application, and would self-generate a portion of electric energy demand with a 450 kW on-site solar energy systems, and include drought-tolerant landscaping and water efficient irrigation systems.

As stated above, the proposed Project will include on-site solar PV systems. Other renewable energy systems including wind turbine generation, geothermal generation, energy storage, and other renewable energy generation features are not considered technically or economically feasible and/or demonstrated for a similar project. Additionally, site constraints include limited land availability and incompatibility with land use for large-scale power generation facilities, as well as unknown interconnection feasibility and compatibility with utility provider systems. For these reasons other on-site renewable energy systems are not considered feasible for the proposed Project.

Given the considerations above, energy consumption associated with operation of the Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources. Impacts would be less than significant.

2. Energy Efficiency Plans

Threshold: Would the Project conflict with or obstruct a state of local plan for renewable energy or energy efficiency?

Finding: Less than significant. (Draft EIR, pp. 4.5-16 – 4.5-17)

Explanation:

The Project would meet the Title 24 and CALGreen standards to reduce energy demand and increase energy efficiency. Title 24 of the California Code of Regulations contains energy efficiency standards for residential and nonresidential buildings based on a state mandate to reduce California's energy demand. Specifically, Title 24 addresses a number of energy efficiency measures that impact energy used for lighting, water heating, heating, and air conditioning, including the energy impact of the building envelope including windows, doors, skylights, wall/floor/ceiling assemblies, attics, and roofs.

Title 24, Part 6. Title 24, Part 6 specifically establishes energy efficiency standards for residential and nonresidential buildings constructed in the State of California in order to reduce energy demand and consumption. The proposed Project would comply with Title 24, Part 6, per state regulations.

Title 24, Part 11. In addition to CEC's efforts, in 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Part 11 of Title 24) is commonly

referred to as CALGreen and establishes minimum mandatory standards and voluntary standards pertaining to the planning and design of sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and interior air quality. The CALGreen standards took effect in January 2011 and instituted mandatory minimum environmental performance standards for all ground-up, new construction of commercial, low-rise residential, and state-owned buildings, as well as schools and hospitals.

2022 CALGreen. CALGreen standards are the current applicable standards. The 2022 standards improve upon the 2019 standards for new construction of, and additions and alterations to, residential and nonresidential buildings. When compared to the 2019 Title 24 Standards, the 2022 amendments include measures that will further reduce energy use in single-family, multifamily, and nonresidential buildings, through the following strategies (CEC 2021):

- New prescriptive and performance standards for electric heat pumps for space conditioning and water heating, as appropriate for the various climate zones in California,
- Require PV and battery storage systems for newly constructed multifamily and selected nonresidential buildings,
- Updated efficiency measures for lighting, building envelope, HVAC, and
- Improvements to reduce the energy loads of certain equipment covered by (i.e., subject to the requirements of) the Energy Code that perform a commercial process that is not related to the occupant needs in the building (such as refrigeration equipment in refrigerated warehouses, or air conditioning for computer equipment in data processing centers).

Title 20. Title 20 of the California Code of Regulations requires manufacturers of appliances to meet state and federal standards for energy and water efficiency. CEC certifies an appliance based on a manufacturer's demonstration that the appliance meets the standards. New appliances regulated under Title 20 include refrigerators, refrigerator-freezers, and freezers; room air conditioners and room air-conditioning heat pumps; central air conditioners; spot air conditioners; vented gas space heaters; gas pool heaters; plumbing fittings and fixtures; fluorescent lamp ballasts; lamps; emergency lighting; traffic signal modules; dishwashers; clothes washers and dryers; cooking products; electric motors; low-voltage dry-type distribution transformers; power supplies; televisions and consumer audio and video equipment; and battery charger systems. Title 20 presents protocols for testing each type of appliance covered under the regulations, and appliances must meet the standards for energy performance, energy design, water performance, and water design. Title 20 contains three types of standards for appliances: federal and state standards for federally regulated appliances, state standards for federally regulated appliances, and state standards for non-federally regulated appliances.

Additionally, it is anticipated that operational vehicles would meet the applicable standards of AB 1493 (vehicles manufactured in 2009 or later), and as a result, would likely consume less energy as fuel efficiency standards increase and vehicles are replaced. SDG&E supplies natural gas and electricity to the Project site. The proposed Project would result in an increased use of natural gas and electricity. However, the Project would result in a nominal increase in natural gas and electricity over the City's typical annual natural gas and electricity consumption.

Sustainable Santee Plan

The City adopted the Sustainable Santee Plan in December of 2019 (City of Santee 2019). The Sustainable Santee Plan serves as the City's climate action plan (CAP) with the primary purpose or goals as follows:

1. Present the City's plan for achieving sustainability by utilizing resources efficiently, reducing greenhouse gas emissions, and preparing for potential climate-related impacts.
2. Identify how the City will effectively implement the Sustainable Santee Plan by obtaining funding for program implementation and tracking and monitoring the progress of the Plan implementation over time.
3. Allow streamlined CEQA compliance for new development by preparing an Environmental Impact Report for the Plan and developing tools that provide clear guidance to developers and other project proponents.
4. Maintain economic competitiveness within the region.

While the Sustainable Santee Plan serves as the City's CAP, many of the measures also relate to energy. As discussed in Section 4.6, Greenhouse Gas Emissions, of this EIR, the Project is consistent with the Sustainable Santee Action Plan Checklist adopted by the City to ensure that the emission targets identified in the Sustainable Santee Action Plan are achieved. The Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and impacts would be less than significant.

G. GEOLOGY AND SOILS

1. Fault Rupture, Seismic-related Ground Shaking or Failure, Landslides

Threshold: Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure including liquefaction; or landslides?

Finding: No impact. (Draft EIR, p. 5-2)

Explanation:

The Alquist–Priolo Earthquake Zoning Act (Alquist–Priolo Act) requires the delineation of fault zones along active faults in California. The purpose of the Alquist–Priolo Act is to regulate development on or near active fault traces to reduce hazards associated with fault rupture. The Alquist–Priolo Earthquake Fault Zones are the regulatory zones that include surface traces of active faults. According to the California Geological Survey, the Project site is not located in an Alquist–Priolo Earthquake Fault Zone (CGS 2023). The nearest potentially active fault (i.e., Quaternary fault) is the Rose Canyon/Newport-Inglewood fault zone, located approximately 15 miles west of the Project site (CGS 2015). As a result, no impacts would occur with respect to active faulting.

Similar to other areas located in seismically active Southern California, the City is susceptible to strong ground shaking during an earthquake. However, the Project site is not located within an Alquist–Priolo Earthquake Fault Zone, and the site would not be affected by ground shaking more than any other area in this seismic region. Pursuant to the 2022 California Building Code and Title 11, Buildings and Construction, of the Santee Municipal Code, the Project's geotechnical report will be subject to review and approval by City staff prior to issuance of a grading permit. Compliance with the recommendations of the geotechnical report is mandated by Section 11.40.130 of the Santee Municipal Code, and compliance is subject to inspection by the City Building Official. With implementation of the recommendations of the Project's geotechnical report, impacts associated with strong seismic ground shaking would be less than significant.

Soil liquefaction is a seismically induced form of ground failure that has been a major cause of earthquake damage in Southern California. Liquefaction is a process by which water-saturated granular soils transform from a solid to a liquid state because of a sudden shock or strain, such as an earthquake. Lateral spreading occurs in liquefaction prone sediments on unsupported slopes. Based on Figure 8-3 of the City's General Plan Safety Element, the Project site is located in area C3, which identifies the liquefaction potential as low to moderate (City of Santee 2003). A Project-specific liquefaction analysis was completed, assuming a magnitude 6.9 earthquake, historical high groundwater depth of 20 feet below ground surface, and a peak ground acceleration of 0.42g (percent of gravity). Based on the analysis, seismic settlements of 7/8 inch or less are anticipated in the proposed building area, with differential settlements of approximately 0.25 inch over a horizontal distance of 50 feet (Appendix G). Pursuant to the 2022 California Building Code and Title 11, Buildings and Construction, of the Santee Municipal Code, the proposed building would be constructed in accordance with this liquefaction analysis. Therefore, impacts associated with potential seismic-related ground failure, including liquefaction, and associated lateral spreading, would be less than significant.

Based on the Project-specific geotechnical report (Appendix G) and the City

General Plan Safety Element (City of Santee 2003), the Project site is located on relatively flat to gently sloping terrace deposits/older alluvium, adjacent to the San Diego River, and would not be susceptible to landslides (City of Santee 2003). Grading for the Project would not result in slopes susceptible to landslides, as only the upper approximate 2 feet of soils would be overexcavated and recompactd during grading (Appendix G). As a result, impacts related to landslides would be less than significant.

2. Soil Erosion, Topsoil Loss

Threshold: Would the Project result in substantial soil erosion or the loss of topsoil?

Finding: No impact. (Draft EIR, p. 5-3)

Explanation:

The Project would involve earthwork and other construction activities that would disturb surface soils and temporarily expose soils to increased erosion potential. Common causes of soil erosion from construction sites include stormwater, wind, and soil being tracked off site by vehicles. Because more than 1 acre of ground disturbance would occur during Project grading and construction, the Project would be required to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, Order WQ 2022-0057-DWQ, NPDES No. CAS000002, also known as the Construction General Permit. The Construction General Permit requires implementation of a Stormwater Pollution Prevention Plan and associated Best Management Practices, which would minimize soil erosion during grading and construction. Upon completion of construction, the Project site would be developed with a warehouse building, surrounding paved parking lot, truck loading areas, and other improvements and landscaped areas. These paved areas would stabilize soils and eliminate long-term erosion. As a result, construction- and operations-related soil erosion impacts would be less than significant.

3. Unstable Soils

Threshold: Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Finding: No impact. (Draft EIR, p. 5-3)

Explanation:

As discussed previously, the potential for the Project to result in or be affected by landslides is low, and this issue is not anticipated at the Project site. Based on a

Project-specific liquefaction analysis, seismic settlements of 7/8 inch or less are anticipated in the proposed building area, with differential settlements of approximately 0.25 inch over a horizontal distance of 50 feet. Similarly, based on consolidation testing at the site, ground settlement of 3/4 inch could occur uniformly across the site, and differential settlement up to 0.25 inch could occur (Appendix G). The Project site is not located in an area prone to regional ground subsidence due to groundwater pumping, peat loss or oil extraction (USGS 2023). However, based on soil density testing at the site, subsidence up to 0.2 feet could occur due to earthwork operations. However, in compliance with the 2022 California Building Code and pursuant to Title 8, Buildings and Construction, of the Santee, California Municipal Code, the Project's geotechnical report will be subject to review and approval by City staff prior to issuance of a grading permit. Compliance with the recommendations of the geotechnical report is mandated by Section 11.40.150 of the Santee, California Municipal Code, and compliance is subject to inspection by the City Building Official. With implementation of the recommendations of the Project's geotechnical report, impacts would be less than significant.

4. Expansive Soils

Threshold: Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial risks to life or property?

Finding: No impact. (Draft EIR, p. 5-3)

Explanation:

Expansive soils are characterized by their potential shrink/swell behavior. Shrink/swell is the change in volume (expansion and contraction) that occurs in certain fine-grained clay sediments from the cycle of wetting and drying. Clay minerals are known to expand with changes in moisture content. The higher the percentage of expansive minerals present in near-surface soils, the higher the potential for substantial expansion. Soil expansion tests were not completed as part of the geotechnical investigation; however, the Project site is underlain by terrace deposits and alluvium, consisting primarily of sands, which are not prone to expansion. Per the geotechnical report (Appendix G), additional soil sampling would be completed during final Project design and the Expansive Soil Guidelines in the geotechnical report would be adhered to during construction. As a result, impacts related to expansive soil would be less than significant.

5. Septic Tanks

Threshold: Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Finding: No impact. (Draft EIR, p. 5-3)

Explanation:

The Project would connect to the City's municipal sewer lines and would not require septic tanks or alternative wastewater disposal systems. Therefore, no impacts would occur.

H. GREENHOUSE GAS EMISSIONS

1. Emissions Generation / Emissions Reduction Plans

Threshold: Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?

Finding: Less than significant. (Draft EIR, pp. 4.6-25 – 4.6-28)

Explanation:

As discussed above in Section 4.6.3, Methodology, the Sustainable Santee Action Plan Project Consistency Checklist (Checklist) is intended to be a tool for development projects to demonstrate consistency with the City's Sustainable Santee Action Plan, which is a qualified GHG emissions reduction plan in accordance with CEQA Guidelines Section 15183.5. This Checklist has been developed as part of the Sustainable Santee Action Plan implementation and monitoring process and will support the achievement of individual GHG reduction measures as well as the City's overall GHG reduction goals. Project-generated GHG emissions were estimated per the methodology described in Section 4.6.3, Methodology, and are discussed for construction and operation below.

Project GHG Emissions

Construction

Table 4.6-5 shows the estimated annual GHG construction emissions associated with the Project. Additional information about methodology and approach are provided above in Section 4.6.3, Methodology. Complete details of the construction emissions calculations are provided in Appendix A, *Air Quality and Greenhouse Gas Emissions CalEEMod Output Files*, of Appendix B of this EIR.

As shown in Table 4.6-5, the estimated total GHG emissions from construction of the Project would be 772MT CO₂e. When amortized over 30 years, the estimated annual GHG emissions from construction of the Project would be approximately 26 MT CO₂e per year.

Operation

Table 4.6-6 shows the estimated annual GHG operational emissions associated with the Project. As discussed above, total annual operational emissions were combined with amortized (30 years) construction emissions and provided for informational purposes only. As shown in Table 4.6-6, implementation of the Project would result in approximately 4,573.78 MT CO₂e per year including amortized construction emissions. Complete details of the construction emissions calculations are provided in Appendix A, *Air Quality and Greenhouse Gas Emissions CalEEMod Output Files*, of Appendix B of this EIR.

The Checklist is used to determine significance in accordance with CEQA Guidelines Section 15183.5; therefore, the Checklist was used to evaluate the Project's significance with respect to GHG emissions. The City's General Plan designates the Project site for Light Industrial uses and the site is zoned for Light Industrial, per the City's Zoning Code. The proposed Project would be consistent with Chapter 13.14 of the City's Municipal Code, which states that allowed industrial and related uses including warehousing/distribution, assembly and light manufacturing, repair facilities, and business parks, including corporate offices (City of Santee 2017, 2020). This zoning is consistent with the Light Industrial land use designation of the General Plan (City of Santee 2017, 2020). Table 4.6-7 includes the applicable Checklist items and the related project consistency analysis. Please see Appendix C, *Sustainable Santee Action Plan Project Checklist*, of Appendix B to this EIR for complete details.

As shown in Table 4.6-7, the Project is consistent with the Sustainable Santee Action Plan Checklist adopted by the City to ensure that the emission targets identified in the Sustainable Santee Action Plan are achieved. The Sustainable Santee Action Plan determined that a project consistent with the Checklist would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Therefore, the Project would not generate GHG emissions that may have a significant impact on the environment; impacts would be less than significant.

I. HAZARDS AND HAZARDOUS MATERIALS

1. Hazardous Materials

Threshold: Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Finding: Less than significant. (Draft EIR, pp. 4.7-12 – 4.7-13)

Explanation:

Construction Impacts

Construction of the proposed Project would involve the transport of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease,

and solvents. However, hazardous materials are highly regulated in California, including the methods by which they are transported, used, and stored. All such uses of these substances would be subject to applicable and required regulatory controls as described above under Section 4.7.2. The proposed Project would be required to comply with all applicable federal, state, and local standards related to hazardous materials and wastes, such as controls on use, handling, storage, transportation, and disposal. Specifically, handling and storage of hazardous materials is regulated by Division 20, Chapter 6.95, of the California Health and Safety Code. Additionally, construction is temporary and use of these materials would cease upon completion. The use of these materials for their intended purpose would not pose a significant risk to the public or environment. Therefore, impacts would be less than significant during construction.

Operational Impacts

Upon completion of Project construction, the Project would involve the operation and maintenance of the industrial/warehouse facilities. The precise user/occupant of the warehouse is not known at this time. Operation of the Project could involve the use of industrial-grade chemicals and commercially available cleaning products, landscaping chemicals and fertilizers, and various other commercially available products during the day-to-day operation of the facilities. While these materials could be stored on the Project site, storage would be required to comply with the guidelines established by the manufacturer's recommendations. Consistent with federal, state, and local requirements, the transport, removal, and disposal of hazardous materials from the Project site would be conducted by a permitted and licensed service provider. Any handling, transport, use, or disposal must comply with all applicable federal, state, and local agencies and regulations, including the EPA, Department of Toxic Substances Control, CAL/OSHA, RCRA, and the Santee Fire Protection District.

As mentioned in the General Plan, the City is under the jurisdiction of the Hazardous Material Division of the County of San Diego's Department of Environmental Health, which assists regulated businesses in the City in developing their business plans, as well as developing an area plan for hazardous material emergency response coordination in the City and County (City of Santee 2003). Although the proposed Project could result in the increase in routine transport, use and disposal of hazardous materials and/or wastes, all hazardous materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Therefore, impacts would be less than significant during operation.

2. Accident or Upset

Threshold: Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Finding: Less than significant. (Draft EIR, pp. 4.7-13 – 4.7-14)

Explanation:

Construction Impacts

As discussed under Threshold A, construction of the Project could involve the transport of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents. Construction materials would be used and stored in designated construction staging areas within the Project site boundaries and materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use.

The Phase I ESA notes that due to the age of the on-site buildings and structures, it is likely that asbestos-containing materials (ACM) were used in their construction. Demolition of these buildings and structures can cause encapsulated ACM to become friable and, once airborne, would be considered a carcinogen. A carcinogen is a substance that causes cancer or helps cancer grow. Such releases could pose significant risks to persons living and working in and around the project area, as well as to project construction workers. Due to this likelihood of ACMs being present in existing on-site buildings, as required by the National Emission Standards for Hazardous Air Pollutants (NESHAP) For Asbestos a pre-demolition ACM survey would be conducted prior to any disturbance of suspected ACMs (EPA 2024).

Abatement of all ACM encountered during any future building demolition activities would be required to be conducted in accordance with all applicable laws and regulations, including those of the EPA (which regulates disposal), OSHA, U.S. Department of Housing and Urban Development, Cal/OSHA (which regulates employee exposure), and SCAQMD.

For example, the EPA requires that all asbestos work performed within regulated areas be supervised by a person who is trained as an asbestos supervisor (EPA Asbestos Hazard Emergency Response Act, 40 CFR 763). SCAQMD's Rule 1403 requires that buildings undergoing demolition or renovation be surveyed for ACM prior to any demolition or renovation activities. Should ACM be identified, Rule 1403 requires that ACM be safely removed and disposed of at a regulated disposal site, if possible. If it is not possible to safely remove ACM, Rule 1403 requires that safe procedures be used to demolish the building with asbestos in place without resulting in a significant release of asbestos to the environment. Additionally, during demolition, grading, and excavation, all construction workers would be required to comply with the requirements of Title 8 of the California Code of Regulations, Section 1529 (Asbestos), which provides the exposure limits, exposure monitoring, respiratory protection, and good working practices by workers exposed to asbestos.

Due to the age of on-site buildings, the Phase 1 ESA also noted lead-based paint (LBP) was likely used in construction of onsite structures. Proposed demolition of

existing structures may pose a risk of exposure of workers to lead-based paint present in building materials. In compliance with Cal/OSHA regulations, surveys for indicators of lead-based coatings, and flakes in soil, would be conducted before demolition to further characterize the presence of lead on the project site. Loose or peeling paint may be classified as a hazardous waste if concentrations exceed total threshold limits. Cal/OSHA regulations require air monitoring, special work practices, and respiratory protection during demolition and paint removal where even small amounts of lead have been detected.

Mandatory compliance with these regulatory requirements would ensure that construction workers and the public are not exposed to ACM and LBP health hazards during demolition. Therefore, impacts associated with reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment during construction of the Project would be less than significant.

Operational Impacts

Less than Significant Impact. Once Project construction is complete, the transport, use, or disposal of hazardous materials could include industrial-grade chemicals and commercially available cleaning products, landscaping chemicals and fertilizers, and various other commercially available products associated with industrial/warehouse uses. As previously discussed, all hazardous materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Therefore, impacts associated with reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment during operation of the Project would be less than significant.

3. Hazards Near Schools

Threshold: Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Finding: Less than significant. (Draft EIR, p. 4.7-14)

Explanation:

The only existing school located within one-quarter mile of the site is Hill Creek Elementary School, located approximately 0.25 miles north of the Project site. The next closest existing school near the Project site is Santana High School, located approximately 0.65 miles northeast of the Project site. As discussed in Section 4.2, Air Quality of this Draft EIR, construction, and operation of the project would also result in less than significant impacts to air quality. As discussed in Thresholds A and B, above, construction materials would be used and stored in designated construction staging areas within the Project site boundaries and materials would be transported and handled in accordance with all federal, state, and local laws

regulating the management and use. Additionally, all hazardous materials used during operation of the Project would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. As discussed above under Threshold A, the proposed Project would result in less-than-significant impacts related to the routine transport, use, or disposal of hazardous materials, and discussed above under Threshold B, the proposed Project would result in less-than-significant impacts related to the reasonably foreseeable upset and accident conditions involving the release of hazardous materials. Therefore, impacts to schools within one-quarter mile of the project site would be less than significant.

4. Hazardous Waste Sites

Threshold: Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Finding: Less than significant. (Draft EIR, p. 4.7-14)

Explanation:

As outlined in Section 4.7.1, Existing Conditions, a database search report was obtained from EDR, which documents findings of various federal, state, and local regulatory database searches regarding properties with known or suspected releases of hazardous materials. The results of the database search found that the Project site was not identified by EDR on any government list of hazardous materials (Appendix I).

However, the State Water Resources Control Board's GeoTracker Database identified two listed sites within the vicinity of the Project site: Western Construction Component (T0608164832), located adjacent to the Project site approximately 0.03 miles to the east, and Circle K #2959 (T0608102609), located approximately 0.20 miles to the south of the Project site. The Western Construction Component Cleanup Program Site is a completed case, as of 1997, with waste oil/ motor/ hydraulic/ lubricating potential contaminants of concern. The Circle K #2959 Cleanup Program Site is a completed case as of 1999, with gasoline potential contaminants of concern (SWRCB 2023). Additionally, the DTSC's Envirostor Database identified one site within the vicinity of the Project site: Ketema Process Equipment Co., C/O Baker Process (71003382), located adjacent to the Project site approximately 0.03 miles to the east. Ketema Process Equipment Co., C/O Baker Process is a Tiered Permit Cleanup Site with no action required as of 1998 (DTSC 2023).

Although some facilities located near the project site have been previously included in government databases related to hazardous materials, as discussed above, these facilities are closed cases and would not have adverse impacts on the Project (for further information regarding databases refer to Appendix I).

Therefore, impacts associated with the Project being located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 would be less than significant.

5. Public Airports

Threshold: For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Finding: Less than significant. (Draft EIR, p. 4.7-15)

Explanation:

The nearest airport to the Project site is the Gillespie Field Airport, which is located approximately 1.5 miles southwest of the Project site. As discussed in Section 4.7.1, the Project site is located outside of the noise exposure ranges and safety zones for the airport (SDCRAA 2010).

The Project site falls within Gillespie Field Review Area 2, which requires limitations on the height of structures (i.e., any proposed object in an area of terrain penetration to airspace surface which has a height greater than 35 feet above ground level). The Project site also falls within the FAA Height Notification Boundary. Within this boundary, the Federal Aviation Administration (FAA) shall be notified of any proposed construction or alteration having a height greater than an imaginary surface extending 100 feet outward and 1 foot upward (slope of 100 to 1) from the runway elevation. Review Area 2 also requires overflight notification documents for residential uses; however, no residential uses are proposed so no conflict would occur. To ensure compliance with Gillespie Field Review Area 2 requirements and FAA Height Notification boundaries, ALUC review and FAA Notification of the Project would be required. The Project applicant has received documentation from the FAA stating that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided certain conditions are included in the Project (FAA 2023b). Therefore, implementation of the proposed project would result in a less than significant impact related to airspace safety hazards or conflicts with the Gillespie Airport Land Use Compatibility Plan.

6. Emergency Plans

Threshold: Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Finding: Less than significant. (Draft EIR, p. 4.7-16)

Explanation:

The proposed Project may result in a temporary increase in traffic on roadways

surrounding the Project site due to increased truck loads or the transport of construction equipment to and from the Project site during the construction period. All construction activities including staging would occur in accordance with City requirements which would ensure that adequate emergency access would be provided during construction of the Project.

Emergency response to the Project site would be serviced by the Santee Fire Department, San Diego County Sheriff's Department, and other responsible agencies. Furthermore, the City is part of San Diego County Emergency Operations Plan (EOP), which discusses evacuation procedures in the event of an emergency. As stated in the Emergency Operations Plan, primary evacuation routes consist of the major interstates and prime arterials. As previously stated, all construction activities including staging would occur in accordance with City requirements, which would ensure that adequate emergency access would be provided during construction of the Project. Additionally, Project construction would not require the road closures. Construction of the Project is not anticipated to interfere with an adopted emergency response plan or evacuation plan, nor would it substantially impede public access or roadway circulation.

Direct access to the Project site would be provided via N. Woodside Avenue. The existing driveway currently bordering the east and south side of the Project site would be extended to loop around the entire project site in order to allow fire lane access from all sides of the building. Consistent with the Santee Fire Department access requirements, all Project driveways have been designed to allow for minimum turning radii. Signage and striping would be provided to demarcate fire lanes and clear spaces throughout the site. All gated entryways would include rapid-access Knox boxes to provide emergency access to gated areas. Additionally, road improvements would be constructed to current Fire Codes and City of Santee standards for public and private roads.

Therefore, the Project would not interfere with an adopted emergency response or emergency evacuation plan during construction or operation activities; impacts would be less than significant.

7. Wildland Fires

Threshold: Would the Project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Finding: Less than significant. (Draft EIR, pp. 4.7-16 – 4.7-17)

Explanation:

Construction

The Project would involve the demolition of all existing on-site structures and the

construction of a 300,145 square foot industrial/warehousing building. The Project would include 290,145 square feet of warehouse space and 10,000 square feet of office space, as well as associated improvements including loading docks, trailer stalls, passenger vehicle parking spaces, and street, sidewalk, and landscape improvements. Construction of the Project would introduce potential ignition sources to the Project site, including the use of heavy machinery and the potential for sparks during welding activities or other hot work. However, the Project would be required to comply with the California Fire Code (CFC) and California Building Code (CBC) standards to reduce the possibility of fires during construction activities. The Project would comply with CFC Section 3304 for precautions against fire during construction activities. Access for firefighting would be maintained throughout construction per CFC Section 3310.1. Any motorized equipment within the site would comply with fire protection regulations outlined in CFC Section 3316. Adherence to City and state regulatory standards during Project construction would reduce the risk of wildfire ignition and spread during construction activities. In the case of accidental ignition, the site is required to have no less than one portable extinguisher at each level where combustible materials have accumulated, in every storage or construction shed, and where any additional hazards exist (CFC Section 3315). Therefore, short-term construction impacts associated with exposing people or structures to a significant risk of loss, injury, or death involving wildland fires would be less than significant.

Operation

During operation, the Project would adhere to the City's Municipal Code and the CFC. The Project would be required to have and maintain fire protection and life safety systems (CFC Chapter 9). The Project would not facilitate wildfire spread or exacerbate wildfire risk or expose people or structures, indirectly or directly, to significant wildfire risk. It is not anticipated that the Project, due to slope, prevailing winds, and other factors, would exacerbate wildfire risks or expose Project occupants to pollutant concentrations from a wildfire, the uncontrolled spread of a wildfire, or significant risks associated with wildfires. Therefore, long-term operational impacts associated with exposing people or structures to a significant risk of loss, injury, or death involving wildland fires would be less than significant.

J. HYDROLOGY AND WATER QUALITY

1. Water Quality Standards

Threshold: Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Finding: Less than significant. (Draft EIR, pp. 4.8-18 – 4.8-23)

Explanation:

Short-Term Construction Impacts

The proposed Project includes the demolition of all existing on-site structures (see Section 3.2, Environmental Setting) and the construction of a 300,145 square foot industrial/warehousing building. The Project would include 290,145 square feet of warehouse space and 10,000 square feet of office space, as well as associated improvements including loading docks, trailer stalls, passenger vehicle parking spaces, and street, sidewalk, and landscape improvements (Figure 3-7, Conceptual Site Plan). Demolition activities are anticipated to generate approximately 18,381 tons of debris that would be transported to a landfill permitted to accept inert construction and demolition materials. Grading would occur across the 13.43-acre Project site and result in approximately 28,304 cubic yards of cut and 28,304 cubic yards of fill. Underground utilities would be installed to maximum depth of 11 feet below grade.

In the absence of proper soil management, grading and construction could result in wind and water erosion and associated sediment transport into the adjacent San Diego River. Construction-related activities that primarily result in sediment releases are related to exposing previously stabilized soils to potential mobilization by rainfall/runoff and wind. Erosion and sedimentation affects water quality and interferes with photosynthesis; oxygen exchange; and the respiration, growth, and reproduction of aquatic species. Additionally, other pollutants, such as nutrients, trace metals, and hydrocarbons, can attach to sediment and be transported downstream, which could contribute to degradation of water quality.

Non-sediment-related pollutants that are also of concern during construction relate to construction materials and non-stormwater flows and include construction materials (e.g., paint); chemicals, liquid products, and petroleum products used in construction or the maintenance of heavy equipment; and concrete-related pollutants.

Warehouse construction impacts would be minimized through compliance with the Small MS4 Permit and the SWRCB's CGP. Because the proposed Project is greater than 1 acre in size, the applicant would be required to submit a Notice of Intent to the SWRCB in order to obtain approval to complete construction activities under the CGP. This permit requires the discharger to perform a risk assessment for the proposed development (with differing requirements based upon the determined level) and to prepare and implement a SWPPP. A Construction Site Monitoring Program that identifies monitoring and sampling requirements during construction is a required component of the SWPPP. The SWPPP is also required to include construction-phase BMPs to be implemented. Typical BMPs that would be implemented during grading and construction of the proposed Project that would minimize degradation of surface water quality include the following:

Erosion Control

- Physical soil stabilization through hydraulic mulch, soil binders, straw mulch, bonded and stabilized fiber matrices, compost blankets, and erosion control blankets.

- Contain and securely protect stockpiled materials from wind and rain at all times, unless actively being used.
- Soil roughening of graded areas to slow runoff, enhance infiltration, and reduce erosion.
- Vegetative stabilization through temporary seeding and mulching to establish interim vegetation.
- Wind erosion (dust) control through the application of water or other dust palliatives as necessary to prevent and alleviate dust nuisance.

Sediment Control

- Perimeter protection to prevent sediment discharges (e.g., silt fences, fiber rolls, gravel bag berms, sand bag barriers, and compost socks).
- Storm drain inlet protection.
- Sediment capture and drainage control through sediment traps and sediment basins.
- Velocity reduction through check dams, sediment basins, and outlet protection/velocity dissipation devices.
- Reduction in off-site sediment tracking through stabilized construction entrance/exit, construction road stabilization, and/or entrance/exit tire wash.
- Slope interruption at prescribed intervals (e.g., fiber rolls, gravel bag berms, sand bag berms, compost socks, biofilter bags).

Waste and Materials Management

- Management of the following types of materials, products, and wastes: solid, liquid, sanitary, concrete, hazardous, and equipment-related wastes. Management measures include covered storage and secondary containment for material storage areas, secondary containment for portable toilets, covered dumpsters, dedicated and lined concrete washout/waste areas, proper application of chemicals, and proper disposal of all wastes.
- A spill response and prevention program will be incorporated as part of the SWPPP and spill response materials will be available and conspicuously located at all times on site.

Non-Stormwater Management

- BMPs or good housekeeping practices to reduce or limit pollutants at their source before they are exposed to stormwater, including such measures as water conservation

practices, vehicle and equipment cleaning and fueling practices, illicit connection/discharge elimination, and concrete curing and finishing. All such measures will be recorded and maintained as part of the Project SWPPP.

Training and Education

- Inclusion of CGP-defined Qualified SWPPP Developers and Qualified SWPPP Practitioners. These staff shall have required certifications and shall attend SWRCB sponsored training.
- Training of individuals responsible for SWPPP implementation and permit compliance, including contractors and subcontractors.
- Signage (bilingual, if appropriate) to address SWPPP-related issues (such as site cleanup policies, BMP protection, and washout locations).

Inspections, Maintenance, Monitoring, and Sampling

- Performing routine site inspections and inspections before, during (for storm events > 0.5 inches), and after storm events.
- Where applicable, preparing and implementing Rain Event Action Plans prior to any storm event with 50% probability of producing 0.5 inches of rainfall, including performing required preparatory procedures and site inspections.
- Implementing maintenance and repairs of BMPs as indicated by routine, storm-event, and Rain Event Action Plan inspections.
- Implementation of the Construction Site Monitoring Plan for non-visible pollutants if a leak or spill is detected.
- Where applicable, sampling of discharge points for turbidity and pH at minimum three times per qualifying storm event and recording and retention of results.

Through implementation of the requirements outlined in the CGP, construction-related impacts to surface water and groundwater quality would be minimized and impacts would be less than significant.

Long-Term Operational Impacts

Once operational, impervious surfaces such as the entrance driveway, parking areas, drive aisles, truck loading areas, walkways, trash enclosures, and the warehouse building would be a source of pollution from incidental spills of vehicle oils and other chemicals that can be conveyed by stormwater and landscape irrigation flows. The impervious surfaces would prevent polluted surface waters from absorbing into the ground surface, but in the absence of proper pollution control, would potentially flow into the adjacent San Diego River.

The on-site watersheds following grading are depicted on Figure 4.8-4, Proposed Hydrology Map (included in Appendix J-1). During storm events, pollutants from paved areas lacking in proper stormwater controls and BMPs could enter the San Diego River. The majority of pollutants entering the river in this manner would be dust, litter, and possibly residual petroleum products (e.g., motor oil, gasoline, diesel fuel). Certain metals,

along with nutrients, organic compounds, bacteria/viruses, and pesticides from landscape areas could also be present in stormwater runoff during Project operations (Appendix J-2). Between periods of rainfall, surface pollutants tend to accumulate, and runoff from the first significant storm of the year (“first flush”) would likely have the largest concentration of pollutants.

Hydromodification management requirements do not apply to the proposed Project, as the Project would discharge stormwater directly into the San Diego River Watershed Management Area, which is defined as an exempt river reach per the “Receiving Waters and Conveyance Systems Exempt from Hydromodification Management Requirements” map. However, the proposed Project meets the criteria as a Priority Development Project, or Regulated Project, as the Project would result in the disturbance of 1 or more acres of land and would therefore be expected to generate pollutants post-construction. As a result, the Project is required to comply with the stormwater management requirements of the City of Santee BMP Design Manual (City of Santee 2016).

In addition, design, construction, and operation of projects in the City of Santee are subject to the Small MS4 Permit and the City of Santee Guidelines for Surface Water Pollution Prevention Manual. The City stormwater guidance manual, which supports the City’s Storm Water Ordinance, categorically and explicitly establishes how dischargers must comply with the ordinances and to receive permits for projects and activities that are subject to those ordinances. An objective of this stormwater manual is to reduce the discharge of pollutants from the stormwater conveyance system, to the maximum extent practicable, in order to achieve applicable water quality objectives for surface waters in San Diego County. Minimum post-construction BMP requirements are provided in the manual for industrial, commercial, and municipal projects, including eliminate illicit non-stormwater discharges; properly dispose of process and wash water; eliminate the discharge of vehicle and equipment wash water; eliminate irrigation runoff; eliminate air conditioning condensation discharges; direct runoff from pavement, rooftops, and other impervious surfaces to landscaped areas; and regularly clean and maintain structural BMPs, including Low Impact Development (LID) installations, to ensure proper performance (City of Santee 2015).

In compliance with the City of Santee BMP Design Manual and the City of Santee Guidelines for Surface Water Pollution Prevention manual, the proposed Project would include development of an on-site storm drain system that would accept flows from drain inlets at low spots throughout the site. Stormwater would continue to flow to the north of the site, around the building to an underground infiltration system located within the northern truck yard (Figure 4.8-4). The infiltration system has been sized to infiltrate the design capture volume, based on San Diego County LID requirements, with larger flows building up within the system and discharging to a headwall structure with downstream rip-rap (to dissipate energy and provide scour protection) located near the northern property line, and then draining into the San Diego River (Appendix J-1). The infiltration system would be designed to capture and treat stormwater pollutants, consistent with commercial/industrial

developments and associated parking lots, and including oil, grease, metals, trash, and debris. As a result, operations-related water quality impacts would be less than significant.

2. Groundwater Supplies

Threshold: Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?

Finding: Less than significant. (Draft EIR, pp. 4.8-23 – 4.8-24)

Explanation:

Groundwater Recharge

The Project site is currently paved and impervious to groundwater recharge. With the exception of relatively small areas of landscaping, the proposed Project would similarly result in impervious surfaces across the site. As a result, the potential for groundwater recharge would not change with respect to existing conditions and no impacts would occur.

Groundwater Supply

Domestic water service is provided to the Project area by the PDMWD, which primarily relies on imported surface water from the San Diego County Water Authority. The PDMWD's water supplies also include recycled water and a very small amount of groundwater from one well in the Santee Basin, which supplements the recycled water system. The well is unreliable; therefore, groundwater supplies from the well are assumed to not be available as a future supply and the PDMWD has no plans for other groundwater supplies in the future. In 2022, groundwater comprised 6% of the water supplies from the San Diego County Water Authority, and by 2045, groundwater is expected to comprise 4% of their water supply. Based on the minor amount of groundwater used by PDMWD as a water source, the water demand for the proposed Project would not substantially decrease groundwater supplies in the Santee Basin, such that the Project may impede sustainable groundwater management of the Santee Basin. Impacts would be less than significant.

3. Erosion or Siltation

Threshold: Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Finding: Less than significant. (Draft EIR, p. 4.8-24)

Explanation:

As previously discussed, the Project site is currently paved and the amount of impervious surfaces would remain unchanged following grading and construction. The site would generally match the existing drainage conditions, as stormwater from the existing culvert and Woodside Avenue to the south would be accepted by the on-site storm drain and flow through the site. All flows would be routed to an underground infiltration chamber that is sized based on County of San Diego LID requirements. The infiltration chamber would have a system volume of approximately 26,891 cubic feet and consist of a total area of approximately 6,233 square feet. The infiltration chambers would pond to an elevation of 348.50 feet before stormwater would outlet to an overflow system. Six-inch outlet pipes would be connected 8 inches above the invert of the chambers. High flows would bypass the infiltration system and would overflow into a headwall structure with downstream rip-rap, located along the northern perimeter of the site along the banks of the San Diego River (Figure 4.8-4). The headwall and rip-rap design would dissipate runoff energy and provide scour protection. This system would replace the outlet currently accepting water from the site that has been eroded from a concentrated amount of stormwater in the past (Appendix J-1). Peak runoff rates were calculated for the 10-year, 50-year, and 100-year storm events, including on-site runoff and off-site run-on. Based on these calculations, post-construction runoff rates would be less than under existing conditions for each storm event (Appendix J-1). As a result, the potential for off-site erosion and siltation of the San Diego River would be decreased in comparison to existing conditions.

An additional 24-inch pipe would accept flows from the existing 24-inch culvert located under Interstate 67 outlets, at the entrance to the site off of Woodside Avenue. The proposed storm drain has been designed to route stormwater to the north underneath the Project site and outlet via a flared end section to prevent stormwater intrusion from larger storms within the San Diego River (Appendix J-1).

Because 1) the amount of impervious surfaces would not increase as a result of the project, 2) off-site stormwater runoff rates would decrease as a result of installation of the proposed drainage system and infiltration system, and 3) existing concentrated runoff and associated erosion would be eliminated along the northern project boundary, beneficial less than significant impacts would occur as a result of Project completion.

4. Flooding

Threshold: Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Finding: Less than significant. (Draft EIR, p. 4.8-25)

Explanation:

As previously discussed, stormwater runoff rates would decrease as a result of the Project. As a result, the Project would not result in flooding on- or off-site. Beneficial less than significant impacts would occur as a result of Project completion

5. Runoff

Threshold: Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantially additional sources of polluted runoff or impede or redirect flood flows?

Finding: Less than significant. (Draft EIR, p. 4.8-25)

Explanation:

As previously discussed, stormwater runoff rates would decrease as a result of the Project. As a result, the Project would not create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems. Beneficial impacts would occur as a result of the proposed drainage system.

As previously discussed, during storm events, pollutants from paved areas lacking in proper stormwater controls and BMPs could enter the San Diego River. The majority of pollutants entering the river in this manner would be dust, litter, and possibly residual petroleum products (e.g., motor oil, gasoline, diesel fuel). Certain metals, along with nutrients, organic compounds, bacteria/viruses, and pesticides from landscape areas could also be present in stormwater runoff during Project operations. However, the proposed infiltration system would be designed to capture and treat stormwater pollutants, consistent with commercial/industrial developments and associated parking lots, and including oil, grease, metals, trash, and debris. As a result, operations-related water quality impacts would be less than significant.

As illustrated in Figure 4.8-3, Flood Map, the northern boundary of the Project site is adjacent to a regulatory floodway (FEMA 2023). The Project site has been designed to match the existing contours along the San Diego River as to not impact the existing floodplain, and the Project building will be more than one foot above the floodplain in accordance with City of Santee Flood Damage Prevention Ordinance, Chapter 11.36. The Project will not impact the FEMA floodplain.

DRC Engineering (Appendix J-1) used the City of Santee Citywide Drainage Study (BSI Consultants 1990) as the basis for reviewing 100-Year flood levels within the San Diego River relative to the Project site. While the City developed a Master

Drainage Study Update in 2023, the 1990 study was used for the Project technical report because it is more relevant pertaining to the 100-year flood levels of the San Diego River. Based on this analysis, 100-year flood elevations at the Project site would be 351.73 feet, which would be more than 6 feet below proposed finished floor elevations of the proposed warehouse building (Figure 4.8-4). The Project site has been designed to match the existing contours along the San Diego River as not to impact the existing floodplain and the proposed building would be constructed greater than one foot above the floodplain, per City of Santee requirements. The Project would not require coordination with FEMA and/or preparation of FEMA no-rise certification, which is a formal engineering analysis process completed in conjunction with FEMA (Appendix J-3). As a result, the Project would not substantially alter the drainage patterns of the site, such that the Project would impede or redirect flood flows. Impacts would be less than significant.

6. Flood Hazard

Threshold: In flood hazard, tsunami, or seiche zones, would the Project risk release of pollutants due to project inundation?

Finding: Less than significant. (Draft EIR, p. 4.8-26)

Explanation:

The proposed Project is not in a tsunami or seiche zone. With respect to flood hazard, as described above, the finished floor elevations of the proposed warehouse building would be more than 6 feet above calculated 100-year flood levels. In addition, the top of the water quality filtration chambers would be at an elevation of 349.0, with the 6-inch perforated pipe outlet being at an elevation of 352.0, which is slightly above anticipated flood levels (Appendix J-1). As a result, the stormwater filtration system would continue to be operable during a flood event. Because the Project would be constructed above the 100-year flood elevation, the Project would not risk release of pollutants due to project inundation. Impacts would be less than significant.

7. Water Quality Control Plan

Threshold: Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Finding: No impact. (Draft EIR, p. 4.8-26)

Explanation:

The proposed Project would be required to prepare a SWPPP, in accordance with the CGP, which will include a risk determination and list the appropriate water quality BMPs that will be used to protect stormwater quality throughout the construction phase. Additionally, the SWPPP must contain a visual monitoring

program and a chemical monitoring program for “non-visible” pollutants to monitor the effectiveness of the selected BMPs. The SWPPP will be required to demonstrate that the construction activities will not violate discharge prohibitions, effluent limitations, and water quality standards as outlined in the CGP. As such, with implementation of the SWPPP, construction of the proposed Project would not conflict with or obstruct implementation of the Basin Plan.

The proposed Project overlies the San Diego River Valley Groundwater Basin. Currently no significant withdrawals are conducted from this basin. Water required for soil compaction and dust control during construction would be provided by the PDMWD, which primarily relies on imported surface water from the San Diego County Water Authority. As a result, groundwater would likely not be used as a water source during construction and operations. Therefore, the proposed Project would not conflict with or obstruct implementation of the Basin Plan. No impacts would occur.

K. LAND USE AND PLANNING

1. Established Communities

Threshold: Would the Project physically divide an established community?

Finding: No impact. (Draft EIR, p. 4.9-4)

Explanation:

The physical division of an established community typically refers to the construction of a linear feature (e.g., a major highway or railroad tracks) or removal of a means of access (e.g., a local road or bridge) that would impair mobility within an existing community or between a community and outlying area.

Under the existing condition, the Project site consists of approximately 13.43 acres of developed land with a two-screen drive-in theatre and a building containing restrooms and a snack bar. The Project site boundary extends beyond the paved drive-in into the undeveloped area south of the San Diego River, however it is not used as a connection between established communities. Instead, connectivity within the area surrounding the Project site is facilitated via local roadways. As such, the Project would not impede movement within the Project area, within an established community, or from one established community to another. Therefore, no impacts would occur.

2. Conflicts With Plans

Threshold: Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Finding: Less than significant. (Draft EIR, pp. 4.9-4 – 4.9-13)

Explanation:

To evaluate the proposed Project's impacts related to land use and planning, this analysis examines the Project's consistency with both regional and local plans, policies, and regulations that regulate uses on the Project site. These plans are as follows:

- City of Santee General Plan and Zoning Code
- SANDAG 2021 RP/SCS
- SDCAPCD
- San Diego County RTCIP/RAS

As detailed below, the Project would result in a less-than-significant environmental impact due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

City of Santee General Plan and Zoning Code

The City's General Plan designates the Project site for Light Industrial uses and the site is zoned for Light Industrial, per the City's Zoning Code. The proposed Project would be consistent with Chapter 13.14 of the City's Municipal Code, which states that allowed industrial and related uses including warehousing/distribution, assembly and light manufacturing, repair facilities, and business parks, including corporate offices. This zoning is consistent with the Light Industrial land use designation of the General Plan (City of Santee 2003). Although the allowable building height in this zone is 40 feet, with the approval of the proposed Conditional Use Permit (CUP), the proposed warehouse building's height of 50 feet would be allowable. Therefore, the Project would be consistent with the City's General Plan and Zoning Code and impacts would be less than significant.

Table 4.9-1 outlines the applicable goals, objectives, and policies identified in the City's General Plan and the Project's consistency with each of these policies. In some cases, mitigation measures identified within this Draft EIR for the purposes of reducing impacts to other Appendix G CEQA environmental resource areas (i.e., air quality and noise) would assist the Project in maintaining consistency with applicable goals, objectives, and policies adopted for the purpose of avoiding or mitigating environmental effects. As shown below, with implementation of mitigation, the Project would be consistent with the applicable goals and policies of the General Plan.

As described in Table 4.9-1, the Project would be consistent with the applicable goals and policies set forth by the City's General Plan. Therefore, impacts would be less than significant.

SANDAG 2021 Regional Plan/Sustainable Communities Strategy

The 2021 Regional Plan (RP)/Sustainable Communities Strategy (SCS) was adopted on December 10, 2021, and presents the land use and transportation vision for the region through the year 2050, providing a long-term investment framework for addressing the region's challenges. The RP/SCS establishes goals for the region and identifies transportation investments that address the region's growing population, as well as strategies to reduce traffic congestion, air pollution, and GHG emissions. In addition, the RP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state GHG emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support the region's vital goods movement industry, and utilize resources more efficiently (SANDAG 2021).

Consistency with the 2021 RP/SCS goals, below, demonstrates that the Project would not conflict with the applicable goals in the RP/SCS adopted for the purpose of avoiding or mitigating an environmental effect. Table 4.9-2 demonstrates how the Project promotes consistency with the guiding principles and policies of the RP/SCS.

As described in Table 4.9-2, the Project would be consistent with the applicable goals set forth by SANDAG in the 2021 Regional Plan. Therefore, impacts would be less than significant.

SDAPCD

The Project's consistency with the SDAPCD's plan is addressed in detail in 4.2, Air Quality. As concluded in Section 4.2, the Project is consistent with the underlying land use and zoning for the Project site. Therefore, the Project source emissions are not anticipated to result in air quality impacts that were not previously envisioned in the growth projections and RAQS, and implementation of the Project would not result in development in excess of that anticipated in local plans or increases beyond those contemplated by SANDAG. Because the proposed land uses and associated vehicle trips are anticipated in local air quality plans, the Project would be consistent at a regional level with the underlying growth forecasts in the RAQS. Accordingly, the Project would not conflict with and would not obstruct implementation of applicable local and regional air quality plans; impacts would be less than significant.

San Diego County RTCIP/RAS

The Project's consistency with the San Diego County RTCIP/RAS is addressed in Section 4.12, Transportation. As concluded in Section 4.12, the Project would not conflict with the San Diego County RTCIP/RAS LOS standards for the RTCIP arterial roadway and freeway network. Land use and planning impacts associated with RTCIP consistency would thus be less than significant.

L. MINERAL RESOURCES

1. Regional and Statewide Mineral Resources / Locally-Important Mineral Resource

Threshold: Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Finding: Less than significant. (Draft EIR, p. 5-4)

Explanation:

The Project site is located in an urbanized portion of the City and is bound by existing utility and industrial development to the east, west and south. Mineral resource mining is not a compatible use with these land uses. The San Diego River is adjacent and north of the site. While mining for construction sand has been permitted in portions of the San Diego River in the past, there are no mining permits near the project site. The Project site is not large enough to effectively extract mineral resources. Considering the existing surrounding land uses and the incompatibility of mineral resource extraction activities in the Project area, potential significant mineral resources within the Project area are considered unavailable for extraction. Therefore, impacts associated with mineral resources would be less than significant.

M. NOISE

1. Noise Standards

Threshold: Would the Project result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Finding: Less than significant. (Draft EIR, pp. 4.10-13 – 4.10-27)

Explanation:

Short-Term Construction Impacts

Construction noise and vibration are temporary phenomena, with emission levels varying from hour to hour and day to day, depending on the equipment in use, the operations performed, and the distance between the source and receptor. Equipment that would be in use during construction would include, in part, graders, backhoes, rubber-tired dozers, loaders, cranes, forklifts, pavers, rollers, and air compressors. The typical maximum noise levels at a distance of 50 feet from various pieces of construction equipment and activities anticipated for use on the

proposed project site are presented in Table 4.10-3. Note that the equipment noise levels presented in Table 4.10-3 are maximum noise levels. Usually, construction equipment operates in alternating cycles of full power and low power, producing average noise levels over time that are less than the maximum noise level. The average sound level of construction activity also depends on the amount of time that the equipment operates and the intensity of construction activities during that time.

Aggregate noise emission from proposed Project construction activities, broken down by sequential phase, was predicted at two evaluation distances to the nearest existing noise-sensitive receptor: 1) from the nearest position of the construction site boundary and 2) from the geographic center of the construction site, which serves as the time-averaged location or geographic *acoustical centroid* of active construction equipment for the phase under study. The intent of the former distance is to help evaluate anticipated construction noise from equipment or vehicle activity expected to be at the boundary for some period of time, which would be most appropriate for phases such as site preparation, grading, and paving. The latter distance is used in a manner similar to the general assessment technique as described in the FTA guidance for construction noise assessment, when the location of individual equipment for a given construction phase is uncertain over some extent of (or the entirety of) the construction site area. In this studied scenario, because of the equipment location uncertainty, all the equipment for a construction phase is assumed to operate—on average—from the acoustical centroid position. Table 4.10-4 summarizes these two distances to the apparent closest noise-sensitive receptor for each of the six sequential construction phases. At the site boundary, this analysis assumes that all equipment of each listed type per phase will be involved in the construction activity for the full 8-hour period. For the acoustical centroid case, which intends to be a geographic average position for all equipment during the indicated phase, this analysis assumes that the equipment may be operating up to eight hours per day.

A Microsoft Excel-based noise prediction model emulating and using reference data from the Federal Highway Administration Roadway Construction Noise Model (RCNM) (FHWA 2008) was used to estimate construction noise levels at the nearest occupied noise-sensitive land use. Although the RCNM was funded and promulgated by the Federal Highway Administration, it is often used for non-roadway projects, because the same types of construction equipment used for roadway projects are often used for other types of construction. Input variables for the predictive modeling consist of the equipment type and number of each (e.g., two graders, a loader, a tractor), the duty cycle for each piece of equipment (e.g., percentage of time within a specific time period, such as an hour, when the equipment is expected to operate at full power or capacity and thus make noise at a level comparable to what is presented in Table 4.10-3), and the distance from the noise-sensitive receiver. The predictive model also considers how many hours that equipment may be on-site and operating (or idling) within an established work shift. Conservatively, no topographical or structural shielding was assumed in the modeling. The RCNM has default duty-cycle values for the various pieces of

equipment, which were derived from an extensive study of typical construction activity patterns. Those default duty-cycle values were used for this noise analysis, which is detailed in Appendix K, and produced the predicted results displayed in Table 4.10-5.

As presented in Table 4.10-5, the highest estimated construction noise levels are predicted to stay below 67 dBA Leq over an 8-hour period at the nearest existing residences (located south of North Woodside Avenue and as close as 310 feet from the project driveway) when grading activities take place near the project driveway. Residences further afield, such as those to the north of the project site, would be predicted to have lower construction noise levels than those shown in Table 4.10-5. Additionally, the nearest existing residences to the south are dominated by traffic noise from SR-67, and intervening barriers and terrain were not considered in the model. As a result, short-term construction noise is predicted to be well below the FTA guidance of 80 dBA Leq over an 8-hour period, and therefore is less than significant.

Short-Term Off-Site Construction Noise

The Project would result in local, short-term increases in roadway noise as a result of construction traffic. Based on information developed as part of the Project's air quality analysis, Project-related traffic would include workers commuting to and from the Project site as well as vendor and haul trucks bringing or removing materials. The highest number of average daily worker trips would be 122 trips, occurring during the building construction phase. The highest number of average daily vendor truck trips would be 48 trips, also occurring during the building construction phase. The highest number of total haul truck trips would be 6,675 trips, occurring during the demolition phase over a period of 25 days. Based upon available data provided in the Transportation Impact Study (TIS) (Appendix L), existing Average Daily Traffic (ADT) volumes were combined with the construction truck haul trips (an average of 275 haul trucks per day) and truck percentages found in the Project's TIS were derived to include the increase in heavy trucks and applied to all of the studied roadway ADTs to determine the potential noise level increase due to construction noise. Aside from the Project driveway, it is not known which roadways will be used to route construction traffic. Therefore, applying the average of 275 haul trucks per day to all studied Project roadway ADTs represents an extremely conservative prediction methodology.

The change in roadway noise levels was predicted for two conditions: existing and existing plus average daily haul truck construction traffic. Traffic noise levels were calculated for roadway segments bounded by intersections within the Project area and are listed as follows:

- **Project Driveway** – From N. Woodside Avenue to the Project;
- **Wheatlands Avenue** – From N. Woodside Avenue to Wheatlands Road;
- **N. Woodside Avenue** – From Wheatlands Avenue to Woodside Avenue (combined north/south split);

- **Woodside Avenue** – From Magnolia Avenue to the Woodside Avenue north/south split;
- **Magnolia Avenue** – From Woodside Avenue to SR-52; and
- **SR-67.**

Based upon the FICON thresholds presented above, an increase of less than 5 dBA when the ambient sound level is less than 60 dBA Ldn/CNEL, less than 3 dBA when the ambient sound level is between 60 and 65 dBA Ldn/CNEL, or less than 1.5 dBA when the ambient sound level is greater than 65 dBA Ldn/CNEL would not be significant. Utilizing the traffic noise modeling worksheets found in Appendix K, Table 4.10-6 shows that the highest predicted change in traffic noise level (the Project driveway) combined with the roadways surrounding the immediate Project site are predicted to experience an aggregate total traffic noise level of 85 dBA at 50 feet for the existing condition with a predicted increase of less than 1 dBA due to the Project contribution. Although the aggregate predicted “with Project construction traffic” condition is greater than the City limit as summarized in Section 4.10.2, the predicted “without Project construction traffic” level at the nearest sensitive receivers is also greater than the City limit, with a predicted “with Project” increase of less than 1 dBA, which is less than the FICON 1.5 dBA threshold when the ambient sound level is greater than 65 dBA Ldn/CNEL, and would be considered imperceptible to the average person. Additionally, although the increase in noise level for the Project driveway is greater than 5 dBA and therefore higher than the FICON thresholds and perceptible to the average person, there are no noise-sensitive receptors adjacent to the Project driveway; the nearest noise-sensitive receptors to the south of the Project are already dominated by much higher levels of traffic noise from nearby adjacent roadways such as SR-67. Therefore, potential impacts at existing off-site noise-sensitive land uses along roadway segments identified in Table 4.10-6 and with respect to Project-generated temporary construction traffic to existing traffic noise would be less than significant.

Despite the construction noise analysis above showing that the impact to noise-sensitive receivers would be less than significant, the following is a list of best practices for limiting construction noise that should be implemented by the contractor:

- The Project contractor shall, to the extent feasible, schedule construction activities to avoid concurrent operation of several pieces of construction equipment proximate to an offsite noise-sensitive receptor.
- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.
- Construction noise reduction methods such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and adjacent residences, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible.

Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate corrective actions shall be implemented, and a report of the action provided to the reporting party.

Long-Term Operational Impacts

Off-Site Traffic Noise Exposure

The project is expected to generate an additional 1,440 average daily trips to the roadway system, as shown in Table 4.12-1 within Section 4.12, Transportation. During the afternoon (PM) peak-hour (the highest of the AM and PM peak hours), approximately 148 passenger car equivalent vehicles are estimated to enter or exit the Project site. Utilizing this information as well as additional traffic data provided in Appendix K, the Federal Highway Administration's Highway Traffic Noise Prediction Model RD-77-108 was used to estimate potential noise impacts at adjacent noise-sensitive uses. Information used in the model included Average Daily Traffic (ADT), posted traffic speeds, truck mix percentage, and day/evening/night mix percentage.

Consistent with Caltrans guidance (Caltrans 2013), this analysis assumes 80% of the ADT occurs during daytime hours (7:00 a.m. to 7:00 p.m.), 5% during the evening (7:00 p.m. to 10:00 p.m.), and 15% during the nighttime (10:00 p.m. to 7:00 a.m.). The future modeled traffic speed was assumed to be the anticipated speed limit for the studied future roads, which is 45 miles per hour (mph) for Woodside Avenue, 40 mph for N. Woodside Avenue and Magnolia Avenue, and 25 mph for Wheatlands Avenue and the Project driveway. The truck percentages used in the noise model were 4.6% medium trucks and 22.9% heavy trucks. This truck mix is based on the Project trip truck percentages from Table 4.12-1 within Section 4.12, Transportation, of this Draft EIR.

The change in roadway noise levels was predicted for two conditions: existing, near-term, and horizon year 2035 plus Project. Traffic noise levels were calculated for roadway segments bounded by intersections within the Project area and are listed as follows:

- **Project Driveway** – From N. Woodside Avenue to the Project;
- **Wheatlands Avenue** – From N. Woodside Avenue to Wheatlands Road;
- **N. Woodside Avenue** – From Wheatlands Avenue to Woodside Avenue (combined north/south split);
- **Woodside Avenue** – From Magnolia Avenue to the Woodside Avenue north/south split;

- **Magnolia Avenue** – From Woodside Avenue to SR-52; and
- **SR-67** (project trip traffic was not available for this roadway).

Based upon the FICON thresholds presented in Section 4.10.2 above, an increase of less than 5 dBA when the ambient sound level is less than 60 dBA Ldn/CNEL, less than 3 dBA when the ambient sound level is between 60 and 65 dBA Ldn/CNEL, or less than 1.5 dBA when the ambient sound level is greater than 65 dBA Ldn/CNEL would not be significant. Utilizing the traffic noise modeling worksheets found in Appendix K, Table 4.10-7 shows that the highest predicted change in traffic noise level (the Project driveway) combined with the roadways surrounding the immediate Project site are predicted to experience an aggregate total traffic noise level of 84 dBA at 50 feet for the horizon year 2035 condition with a predicted increase of less than 1 dBA due to the Project contribution. Although the aggregate predicted “with Project” condition is greater than the City limit as summarized in Section 4.10.2, the predicted “without Project” level at the nearest sensitive receivers is also greater than the City limit, with a predicted “with Project” increase of less than 1 dBA, which is less than the FICON 1.5 dBA threshold when the ambient sound level is greater than 65 dBA Ldn/CNEL, and would be considered imperceptible to the average person. Additionally, although the increase in noise level for the Project driveway is greater than 5 dBA and therefore higher than the FICON thresholds and perceptible to the average person, there are no noise-sensitive receptors adjacent to the Project driveway; the nearest noise-sensitive receptors to the south of the Project are already dominated by much higher levels of traffic noise from nearby adjacent roadways such as SR-67, while noise-sensitive receptors to the north of the Project are occluded from the Project driveway by intervening buildings and terrain. Therefore, potential impacts at existing off-site noise-sensitive land uses along roadway segments identified in Table 4.10-7 and with respect to Project-generated changes to future traffic noise would be less than significant.

Project Sound Sources

On-site Outdoor Mechanical Equipment

The completion of the building will add a variety of noise-producing mechanical equipment that are presented and discussed in the following paragraphs. Most of the noise-producing equipment or sound sources would be considered stationary or limited in mobility to a defined area.

Methodology and Parameters

The aggregate noise emission from these outdoor-exposed sound sources has been calculated with the Datakustik CadnaA sound propagation program. CadnaA is a commercially available software program for the calculation, presentation, assessment, and prediction of environmental noise based on algorithms and reference data per International Organization of Standardization (ISO) Standard 9613-2, “Attenuation of Sound During Propagation Outdoors, Part 2: General Method of Calculation” (ISO 1996). The CadnaA computer software allows one to position sources of sound emission in a simulated 3D space having heights and footprints consistent with project architectural

plans and elevations. In addition to the above-mentioned sound source inputs and building-block structures that define the three-dimensional sound propagation model space, the following assumptions and parameters are included in this CadnaA-supported stationary noise source assessment:

- Ground effect acoustical absorption coefficient equal to 0.5, which intends to represent an average or blending of ground covers that are characterized largely by hard reflective pavements and existing building surfaces across the project site and the surroundings;
- Reflection order of 1, which allows for a single reflection of sound paths on encountered structural surfaces such as the modeled building masses;
- Off-site residential structures and buildings have not been rendered in the model;
- An eight-foot-tall, 568-foot-long overlapped barrier was modeled on the northern perimeter of the project site (PDF-NOI-1);
- Calm meteorological conditions (i.e., no wind) with 68 degrees Fahrenheit and 50% relative humidity; and
- All of the modeled noise sources are operating concurrently and continuously for a minimum period of 1 hour.

Based on the available plans and other design information, the proposed Project building would be served by roof-mounted air-conditioning equipment that includes outdoor-exposed packaged air-handling units and air-cooled condensers that provide the expected cooling demand (expressed as refrigeration “tonnage”) for a building. The following are descriptions of modeled sound sources, with Table 4.10-8 exhibiting modeled sound power level data at octave-band center frequency (OBCF) resolution. Detailed information supporting these summary descriptions and quantities appear in Appendix K.

The HVAC reference sound levels were calculated from a combination of inputs that include square footage values for the proposed Project’s proposed office spaces, Project applicant response to data requests, and manufacturer sound power level data. For the analysis of noise from HVAC equipment operation, eight air conditioning units were modeled on the roofs of the project building.

Other Stationary Noise Sources

The proposed Project building may feature other noise emitters, but their contributions would tend to be sporadic or otherwise occur infrequently and thus be expected to have no greater acoustic contribution to an hourly Leq than the continuous-type HVAC noise studied herein.

Loading Dock Noise Sources

The proposed Project building also features loading dock areas for the loading and unloading of heavy trucks. Onsite loading dock noise was calculated for a single heavy truck pass by (Salter 2014) and extrapolated based upon the number of heavy trucks entering or exiting the facility during the peak hour. Backup alarms are also included in

the truck noise level calculations. Loading dock data were subsequently entered into the CadnaA model for the prediction of stationary operations noise levels. Detailed information supporting the calculation of daytime and nighttime loading dock noise be found in Appendix K.

Modeling Results

An operational scenario of the proposed Project was modeled that assumes all the HVAC equipment is operating simultaneously for a minimum period of one hour along with peak hour truck movements in the loading dock areas. Figure 4.10-3, Predicted Daytime Onsite Operations Noise Contours, displays the predicted noise contours associated with aggregate sound propagation from operating HVAC and peak daytime loading dock sound sources. An additional operational scenario of the proposed Project was modeled to predict a hypothetical nighttime scenario, where all the HVAC equipment is operating simultaneously for a minimum period of one hour, but the peak hour truck movement is reduced to 25% of the peak for each docking area. Figure 4.10-4, Predicted Nighttime Onsite Operations Noise Contours, displays the predicted noise contours associated with aggregate sound propagation from operating HVAC and nighttime loading dock sound sources.

Figures 4.10-3 and 4.10-4 illustrate predicted aggregate SPL propagation solely from operation of the proposed Project stationary sound sources as described herein. The color-coded annular bands of SPL are calculated across a field parallel with and five (5) feet above local grade.

Based on the noise level contours appearing in Figures 4.10-3 and 4.10-4, the proposed Project is predicted to be up to 67 dBA Leq in the daytime and 60 dBA Leq in the nighttime for a calculated Ldn of 68 dBA at the adjacent industrial land uses and is therefore expected to be lower than and thus comply with the City's 75 dBA Ldn threshold for industrial land uses. Further, the proposed Project is predicted to be up to 40 dBA Leq in the daytime and 35 dBA Leq in the nighttime for a calculated Ldn of 43 dBA at the noise-sensitive receptors to the north of the Project site and up to 43 dBA Leq in the daytime and 38 dBA Leq in the nighttime for a calculated Ldn of 46 dBA at the noise-sensitive receptors to the south of the Project site, both of which are therefore predicted to be lower than and thus comply with the City's 65 dBA Ldn threshold for residential land uses. Throughout operation of the Project, all activities shall adhere to Sections 5.04-130 and 5.04.160 of the City's municipal code which limits nighttime noise.

On-site Parking Activity

Less-than-Significant Impact. A comprehensive study of noise levels associated with surface parking lots was published in the Journal of Environmental Engineering and Landscape Management (Baltrėnas et al. 2004). The study found that average noise levels for parking lots of similar size during the peak period of use of the parking lot (generally in the morning with arrival of commuters, and in the evening with the departure of commuters), was 47 dBA Leq at 1 meter (3.28 feet) from the outside boundary of the parking lot. The parking areas would function

as point sources for noise, which means that noise would attenuate at a rate of 6 dBA with each doubling of distance. Employee parking spaces are proposed to be distributed throughout the Project site adjacent to the warehouse/office building, no closer than 700 feet from the edge of the closest parking space to the nearest residences to the north. At a distance of 700 feet, parking space noise levels would not be audible to the human ear at the nearest residences. The combination of the parking space noise (<2 dBA Leq) and the predicted stationary operation level (43 dBA Leq at the nearest receptor) would be 43 dBA Leq¹, which would be well below the applicable limits (i.e. 65 dBA Ldn for residential receptors). Therefore, impacts associated with parking noise would be less than significant.

2. Vibration

Threshold: Would the Project result in the exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Finding: Less than significant. (Draft EIR, pp. 4.10-27 – 4.10-28)

Explanation:

Construction activities may expose persons to excessive groundborne vibration or groundborne noise, causing a potentially significant impact. Caltrans has collected groundborne vibration information related to construction activities (Caltrans 2020). Information from Caltrans indicates that continuous vibrations with a PPV of approximately 0.2 ips are considered annoying. For context, heavier pieces of construction equipment, such as a bulldozer that may be expected on the Project site, have peak particle velocities of approximately 0.089 ips or less at a reference distance of 25 feet.

Groundborne vibration attenuates rapidly, even over short distances. The attenuation of groundborne vibration as it propagates from source to receptor through intervening soils and rock strata can be estimated with expressions found in FTA and Caltrans guidance. By way of example, for a bulldozer operating on-site and as close as the northern Project boundary (i.e., 310 feet from the nearest occupied property), the estimated vibration velocity would be 0.0006 ips per the equation as follows (FTA 2018):

$$PPV_{rcvr} = PPV_{ref} * (25/D)^{1.5} = 0.002 = 0.089 * (25/310)^{1.5}$$

In the above equation, PPV_{rcvr} is the predicted vibration velocity at the receiver position, PPV_{ref} is the reference value at 25 feet from the vibration source (the bulldozer), and D is the actual horizontal distance to the receiver. Therefore, at this predicted PPV, the impact of vibration-induced annoyance to occupants of nearby existing homes would be less than significant.

Construction vibration, at sufficiently high levels, can also present a building damage risk. However, anticipated construction vibration associated with the proposed project would yield a maximum amplitude of 0.002 ips, which does not

surpass the guidance limit of 0.2 to 0.3 ips PPV for preventing damage to residential structures (Caltrans 2020). Because the predicted vibration level at 310 feet is less than this guidance limit, the risk of vibration damage to nearby structures is considered less than significant.

Once operational, the proposed Project would not be expected to feature major producers of groundborne vibration. Anticipated mechanical systems like heating, ventilation, and air-conditioning units are designed and manufactured to feature rotating (fans, motors) and reciprocating (compressors) components that are well-balanced with isolated vibration within or external to the equipment casings. On this basis, potential vibration impacts due to proposed Project operation would be less than significant.

3. Airport Noise

Threshold: For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Finding: Less than significant. (Draft EIR, p. 4.10-28)

Explanation:

There are no private airstrips within the vicinity of the Project site. The closest airport to the proposed Project site is the Gillespie Field regional airport, approximately 1.5 miles west of the Project boundary. According to the Gillespie Field Community Relations Traffic Pattern Review Appendix C: Noise Analysis, the Project site falls outside the studied noise contours. Impacts would be less than significant.

N. POPULATION AND HOUSING

1. Population Growth

Threshold: Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?

Would the Project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere; and displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Finding: Less than significant. (Draft EIR, pp. 5-4 – 5-5)

Explanation:

The Project would require a temporary construction workforce and a permanent operational workforce, both of which could potentially induce population growth in the Project area. A temporary workforce would be needed to construct the warehouse buildings and associated improvements. The number of construction workers needed during any given period would largely depend on the specific stage of construction but would likely range from a dozen to several dozen workers on a daily basis. These short-term positions are anticipated to be filled primarily by construction workers who reside in the Project site's vicinity; therefore, construction of the Project would not generate a permanent increase in population within the Project area.

Permanent employment at the completed 300,145 square feet commerce center is expected to generate 185 direct new jobs (London Moeder Advisors 2023). Although some of these jobs could result in relocation to the area, the increase in population would be minor.

According to the San Diego Association of Governments Demographics and Growth Forecast, employment in the City is anticipated to grow from 1,646,419 jobs in 2016 to 2,086,419 jobs in 2050 (SANDAG 2021). The Project-related increase in employment would be minimal in comparison to the anticipated increase in the Southern California Association of Governments Demographics and Growth Forecast.

Additionally, as of April 2023, the California Employment Development Department found that the unemployment rate for San Diego-Carlsbad Metropolitan Statistical Area, including the City of Santee, is at 3.3%, which is lower than the state average (4.3%) and higher than the national average (3.1%) for the same period (EDD 2023). As such, the Project's temporary and permanent employment requirements could likely be met by the City's existing labor force without people needing to relocate into the Project region, and the Project would not stimulate population growth or a population concentration above what is assumed in local and regional land use plans. With a total of 185 permanent direct employees estimated, it is reasonable to assume any relocations to the area as a result of the Project would be minor. Therefore, impacts would be less than significant.

The Project site currently does not contain any housing or other residential uses. Given that no residential uses are located on-site, it follows that the site does not support a residential population and there would be no displacement of people or housing. Therefore, no impact would occur.

O. PUBLIC SERVICES

1. Fire Protection

Threshold: Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause

significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?

Finding: Less than significant. (Draft EIR, pp. 4.11-8 – 4.11-9)

Explanation:

Fire protection requirements are based on the number of residents and workers in the SFD service areas. Service demand is primarily tied to population, not building size, because emergency medical calls typically make up the majority of responses provided by the SFD. As the number of residents and workers increases, so does the number of emergency medical calls. The proposed Project is a light industrial development. Therefore, employees would occupy the Project site full-time during Project operation and there would be an increase in demand for fire protection services.

Service demands during Project construction activities could increase. However, the presence of construction workers on site would be temporary and would cease after construction of the Project is complete. It would therefore not substantially increase the service demand for fire protection services in the City.

In addition, the proposed Project would be designed and constructed in accordance with all applicable provisions of the California Fire Code, which includes requirements for adequate fire flows, width of emergency access routes, turning radii for equipment, automatic sprinkler systems, fire alarms, and floor to sky height limits along emergency access routes. As part of the standard development practices, Project plans would be reviewed by the City and Fire Department, prior to construction. Compliance with fire code standards would reduce the potential demand for fire services by decreasing the likelihood and/or severity of a fire emergency at the site.

As previously discussed, the nearest fire station to the Project site is Fire Station No. 4 (8950 Cottonwood Avenue), located approximately 1.5 miles northwest. The SFD's response times vary within the City, with the current goal being able to provide an average maximum initial response time of no more than six minutes, with an average maximum response time of no more than ten minutes for supporting paramedic transport units 90% of the time (City of Santee 2003). In the event that Fire Station No. 4 could not meet the immediate needs of a call for services independently or does not have capability to address the full extent of a larger incident, the second closest station, Fire Station No. 5, is located approximately 4.6 miles from the Project site or other fire stations within the Santee-Lakeside joint exercise of powers agreement as well as the County's mutual aid agreement, as well as CAL FIRE, could respond or provide support (City of Santee 2023).

The proposed Project would be subject to the payment of a Development Impact Fee (DIF), per Chapter 12.30 (Development Impact Fees) of the City's Municipal

Code. This fee would be used for future facility improvements necessary to ensure that the development contributes its fair share of the cost of facilities and equipment determined to be necessary to adequately accommodate new development in the City. The DIF amount is determined through evaluation of the need for new public service facilities as it relates to the level of service demanded by new development, which varies in proportion to specific land uses. A portion of the DIF would be used exclusively toward fire protection services.

In addition, the Safety Element of the General Plan contains several policies to ensure adequate fire protection is maintained. Policy 4.2 requires that all new development meets established response time standards for fire and life safety services, and Policy 4.12 requires the timing of additional fire station construction or renovation, or new services to be related to the rise of service demands. Policy 4.1 further states that proposed developments should be approved only after it is determined that there will be adequate water pressure to maintain the required fire flow at the time of development. Similarly, in effort to minimize fire hazards, Policy 4.11 allows for the SFD to be routinely involved in the review of development applications. The policy states that consideration shall be given to adequate emergency access, driveway widths, turning radii, fire hydrant locations and needed fire flow requirements. The proposed Project would be subject to all General Plan policies states herein, including SFD review of the Project's development application.

Therefore, because the Project would be located within the SFD's response area, with nearby services of Fire Station No. 5, as well as fire stations in neighboring jurisdictions, the Project would be served by sufficient fire protection services, and it is not anticipated that the Project would hinder the SFD from meeting its response time targets. Furthermore, required payment of DIFs would ensure the Project contributes its fair share towards future facility improvements and equipment. The revenues and taxes generated from Project development would contribute to funding for facilities and services that have been identified by the SFD as needed for services in the future. Because the Project would not be anticipated to result in an increase to the City's population and required payment of DIFs would ensure the Project contributes its fair share towards SFD facility improvements and equipment, the Project would not result in the need for new or expanded fire protection facilities, and impacts would be less than significant.

2. Police Protection

Threshold: Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for Police Protection?

Finding: Less than significant. (Draft EIR, pp. 4.11-9 – 4.11-10)

Explanation:

As described above in Section 4.11.1, Existing Conditions, police protection services are provided by the Santee Sheriff. The Santee Sheriff's station is located at 8811 Cuyamaca Street, approximately 2.1 miles southwest of the Project site.

The Project site is located near the San Diego River and is surrounded by industrial development. The City has a low crime rate and the Project site is unlikely to attract attention that would make the Project susceptible to crime (SDCSD 2023).

Construction activities may temporarily increase traffic volumes along N. Woodside Avenue and other nearby roadways during the construction period. The added traffic associated with workers commuting to the Project site, haul routes, deliveries, and other Project-related activities may increase the need for law enforcement services during construction activities. During construction, it is anticipated temporary security measures including security fencing and lighting would be installed to deter criminal activity. However, construction would be temporary and would not have a significant adverse effect on the SDCSD's ability to service the site.

As discussed in Chapter 5, Effects Found Not To Be Significant, the generation of 185 jobs would not significantly increase the population of the City or surrounding areas. While the Project would potentially result in a slight, incremental increase in calls to the SDCSD for service to the Project site in comparison to the existing conditions, this increase is expected to be nominal and would not result in the need for new SDCSD facilities. In addition, the Project site is already located within SDCSD's service area and would not require an expansion of service area, which could otherwise result in longer response time. Overall, it is anticipated that the Project would be adequately served by existing SDCSD facilities, equipment, and personnel. Nonetheless, similar to other development projects in the City, the Project applicant would still be required to pay their fair share of development impact fees to help offset incremental impacts to police protection services. Therefore, impacts associated with SDCSD facilities and response times would be less than significant.

Additionally, the proposed Project would be consistent with or would not hinder implementation of the City General Plan goals and policies pertaining to police protection services listed in Section 4.11.1, Existing Conditions. The project would comply with Safety Element Policy 4.2, which requires that all new development meet established response time standards for fire and life safety services, as well as Policy 5.4 which requires the involvement of law enforcement personnel in the review of new development applications through participation in the Development Review process. The proposed Project is not anticipated to adversely affect service ratios or response times for police services such that new or expanded police facilities would be required. Therefore, the proposed Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered police facilities, or the need for new or physically altered police facilities; impacts would be less than significant.

3. Schools

Threshold: Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools?

Finding: No impact. (Draft EIR, p. 4.11-10)

Explanation:

The Project site is located within the SSD and the GUHSD (SSD 2023; GUHSD 2024). However, it is not anticipated that implementation of the Project would result in the relocation of a significant number of people to the City, and an increase in school-age children requiring public education is not expected to occur as a result of the Project (see Chapter 5, Effects Found Not To Be Significant). Nonetheless, all residential and non-residential development projects are subject to SB 50, which requires payment of mandatory impact fees to offset any impact to school services or facilities. The provisions of SB 50 are deemed to provide full and complete mitigation of school facilities impacts, notwithstanding any contrary provisions in CEQA or other state or local laws (Government Code Section 65996). In accordance with SB 50, the project applicant would pay its fair share of impacts fees based on the number/type of dwelling units. These impact fees are required of most residential, commercial, and industrial development projects in the City. Therefore, no impacts associated with school facilities would occur.

4. Parks

Threshold: Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks?

Finding: No impact. (Draft EIR, p. 4.11-10)

Explanation:

Given the nominal population growth that may result from Project implementation, neither construction nor operation of the Project would generate new residents to the extent that new or expanded park facilities would be required. Therefore, no impacts associated with park facilities would occur.

5. Other Public Facilities

Threshold: Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities?

Finding: No impact. (Draft EIR, p. 4.11-10)

Explanation:

The Project would not directly or indirectly induce substantial population growth in the City. As such, it is unlikely that the Project would increase the use of other public facilities such as libraries. Therefore, no impacts associated with libraries and other public facilities would occur.

P. RECREATION

1. Increased Use

Threshold: Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Finding: No impact. (Draft EIR, p. 5-5)

Explanation:

The Project would construct one industrial/warehouse building and associated improvements. The Project does not propose any residential uses and would not result in a substantial and unplanned increase in population growth within the Project area. As such, the Project would not increase the use of existing neighborhood parks or regional parks in the City and surrounding area. In addition, as an industrial use, the Project does not propose recreational facilities or require the construction or expansion of recreational facilities. Therefore, no impacts would occur.

Q. TRANSPORTATION / TRAFFIC

1. Plans, Policies, and Ordinances

Threshold: Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Finding: Less than significant. (Draft EIR, pp. 4.12-13 – 4.12-23; Final EIR, p. REVISIONS-3.)

Explanation:

The Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, as discussed below.

SANDAG's San Diego Forward: The Regional Plan

The Project would be consistent with the 2021 Regional Plan (RP)/Sustainable Communities Strategy (SCS) as analyzed in Table 4.9-2, Consistency with 2021 RP/SCS Goals, in Section 4.9, Land Use and Planning.

City of Santee Mobility Element

The General Plan Mobility Element outlines the City's goals and implementation policies to provide a safe and efficient transportation system strategy. These goals and implementation policies are provided in detail in Section 4.12.2, Relevant Plans, Policies, and Policies.

Project generated traffic would travel along arterials and major roadways to access the site and cut through traffic on residential streets is not anticipated. The truck traffic from the Project would primarily travel along truck routes to access SR-52. The Project would also include improvements along N. Woodside Avenue, including frontage landscape and pedestrian improvements.

The Project would construct a dedicated eastbound left turn lane at the Project Access Driveway along N. Woodside Avenue and parking would be provided entirely on site. Although the roadway segment of N. Woodside Avenue near Project Driveway is forecast to operate at unacceptable LOS, with the frontage and Project access improvements, the operation of the Project Access Driveway/N. Woodside Avenue would facilitate traffic flow and truck turn movement along Woodside Avenue near the Project site. Since the roadway segment is constructed at buildout classification per the City's Mobility Element, no further improvements to this roadway segment are recommended. Therefore, the Project would not conflict with relevant policies in the City's Mobility Element.

A Transportation Impact Study (TIS) was prepared to evaluate the Project's effects on the LOS on transportation facilities in the Project area, including seven intersections and four roadway segments. LOS has been addressed herein for informational purposes only and can no longer be used to determine significant transportation impacts under CEQA as directed by SB 743. The detailed results of the LOS Analysis are provided in Appendix L of this EIR.

Additionally, the applicant has prepared a detailed memorandum (Appendix L of the TIS included as Appendix L of this EIR) describing consistency of the

improvements proposed by the Project, with the City's Mobility Element goals and policies

Transit, Bicycle, and Pedestrian Facilities

The Project site is served by passenger rail and bus services, as shown in Figure 4.12-1. The San Diego Metropolitan Transit System (MTS) provides public transportation to the Project area. The nearest bus stop is located west of Magnolia Avenue and Mission Gorge Road – Woodside Avenue intersection, approximately 0.90 miles from the Project site. Routes 832 and 833 serve this bus stop. The City of Santee is served by the Green Line Trolley (Route 530), with the sole station located at the Santee Transit Center. The Green Line connects Santee to the larger San Diego region and provides service into Downtown San Diego. The Santee Transit Center is located approximately 1.4 miles northeast of the Project site. The Project would not relocate any existing bus stops and would not require any changes to existing or future routes. The Project would not require an increase in service frequency or additional routes to serve the Project area. Therefore, development of the Project would not conflict with the existing bus routes or bus stops. Impacts to transit would be less than significant.

As discussed in Section 4.12.1 and shown in Figure 4.12-2, Class II Bike Lane runs along Woodside Avenue; the bike lane along Woodside Avenue connects to bike route along Shadow Hill Road and Northcote Road, however, it does not connect to any other bicycle facility in the City. The City's General Plan Mobility Element recommends Class II bike lanes along Mission Gorge Road between Riverview Parkway and Magnolia Avenue and along Magnolia Avenue between Mast Boulevard and Mission Gorge Road. While the Project does not involve any plans to construct these planned and contemplated facilities, the Project's design would ensure that these facilities can be readily developed when the City commences implementation of those projects. Moreover, the Project would provide street and frontage improvements and access to the site would be facilitated for both pedestrian and bicycle users in the overall area. The frontage improvements associated with Project development would not conflict with any existing or planned facilities.

The Project would be responsible for constructing frontage improvements including sidewalks along the northern side of N. Woodside Avenue and connect to the existing sidewalk along N. Woodside Avenue that lies to the west of the Project's driveway. Due to these improvements, the Project would not conflict with any existing or planned facilities.

The proposed project would result in a traffic effect at the N. Woodside Avenue/Woodside Avenue - SR-67 SB Off-Ramp intersection, under Existing plus Project, Near Term plus Project and Horizon Year plus Project conditions. The Project will pay its traffic impact fees and construct sidewalk along N. Woodside Avenue on the east, through the street's intersection with the SR-67 southbound off-ramp and then connect to the existing sidewalk on Woodside Avenue on the west and near the Project driveway, for a total of 990 linear feet or approximately

0.2 miles. In addition, the Project applicant will fund its fair share in the amount of \$476,000 payable to the City to rehabilitate the pavement of N. Woodside Avenue starting from, on the west, where it meets the Caltrans right-of-way at the intersection of the SR-67 to, on the east, the easternmost edge of the Project driveway's intersection with N. Woodside Avenue. In addition, the Project applicant will construct a southbound right turn at the N. Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection subject to approval by the City and Caltrans. Additionally, the Project applicant will construct a pedestrian crosswalk with pedestrian refuge along the west leg of the intersection and reconstruct the paved sidewalk and bike lane along with other improvements, such as reconstructing storm drain outlet and pipe and protecting the existing soundwall. Based on the queuing analysis, it is also recommended that "KEEP CLEAR" pavement markings be installed west of this intersection to maintain vehicular ingress and egress to/from the Mission Del Magnolia community to eastbound Woodside Avenue. The above-mentioned improvements would be implemented as **PDF-TRA-1 Multi-modal Intersection Improvements** at N. Woodside Avenue/Woodside Avenue - SR-67 SB Off-Ramp intersection. These improvements will also ensure the Project's consistency with Policy 2.1 and is explained in detail in the TIS (Appendix L of this EIR).

Based on analysis provided above, the Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, and its impact to transportation plans and programs would be less than significant.

PDF-TRA-1 Multi-modal Intersection Improvements: Prior to the issuance of a building permit, the Project applicant will pay its traffic impact fees to the satisfaction of the City Engineer. Prior to obtaining the Certificate of Occupancy, the Project will construct a new on-site sidewalk to connect the main entrance of the building with the existing sidewalk on N. Woodside Avenue. Prior to the issuance of a building permit, the Project applicant will also fund its fair share in the amount of \$476,000 payable to the City to rehabilitate the pavement with a full width and adequate structural section of N. Woodside Avenue starting from, on the west, where it meets the Caltrans right-of-way at the intersection of the SR-67 to the eastern most edge of the Project driveway's intersection with N. Woodside Avenue. The Project applicant will install also approximately 1,240 SF of new roadway to fill in an unpaved area between the edge of the existing roadway and the new proposed sidewalk near N. Woodside Avenue's intersection with the SR-67. The Project will install "KEEP CLEAR" pavement markings west of this intersection to maintain vehicular ingress and egress to/from the Mission Del Magnolia community to eastbound Woodside Avenue.

2. Design Hazards

Threshold: Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Finding: Less than significant. (Draft EIR, pp. 4.12-32 – 4.12-33)

Explanation:

The following discussion describes the potential for increased hazards as a result of geometric design features of the Project, and/or as a result of the addition of Project traffic to adjacent roadways and intersections.

The access to the proposed Project would be from N. Woodside Avenue via an unsignalized intersection with the Project access driveway. Per City's request, an evaluation for eastbound left turn lane at this access driveway was conducted. The left-turn lane evaluation was conducted using the methodology from the American Association of State Highway Transportation Officials' (AASHTO 2018) – *Geometric Design of Highways and Streets* ("Green Book"). As shown in the evaluation provided in Appendix L of this EIR, because the left-turning volumes at the intersection exceed the AASHTO suggested left-turn lane guidance of 50 or more vehicle/hour and due to high truck volume, a dedicated eastbound left turn lane shall be constructed at the Project access driveway/N. Woodside Avenue intersection. The Project would be responsible for constructing frontage improvements including sidewalks along the northern side of N. Woodside Avenue and connect to the existing sidewalk along N. Woodside Avenue that lies to the west of the Project's driveway. The Project would also install a crosswalk to improve pedestrian circulation at the Project access driveway/N. Woodside Avenue.

On-site circulation and access to the Project will be provided by a circuitous roadway (see Figure 3-7, Project Description) that would also serve as fire lane. The width of the internal roadway will be between 30 feet to 40 feet. The on-site circulation will be designed per City's Standard Drawings and requirements of the Fire Code to provide turn radii for fire truck and apparatus to access all parts of the site. A truck turn analysis showing the availability of appropriate turn radii on the Project site and access driveway from N. Woodside Avenue for a semitrailer, trash truck and fire engine have been provided to the City as part of the Project's design review submittal.

The proposed Project would result in a traffic effect at the N. Woodside Avenue/ Woodside Avenue - SR-67 SB Off-Ramp intersection, under Existing plus Project, Near Term plus Project and Buildout plus Project conditions. An intersection lane queuing analysis, using SimTraffic 11 software, was conducted to determine the 95th percentile (design) queue of the existing storage lanes at the N. Woodside Avenue/ Woodside Avenue – SR-67 SB Off-Ramp intersection for informational purposes. The intersection's queues were calculated for the Existing and Existing plus Project conditions. Under Existing conditions, there are no movements where the 95th percentile queues would exceed their storage lengths during the weekday AM or weekday PM peak hours. Under Existing plus Project conditions, all movements would experience an increase in vehicular queues however, most queues would be accommodated in the storage length available, except for the eastbound left turn lane (during AM peak hour). It should be noted that there is no

specific criteria for assessing queuing impacts, however, it is recommended that “KEEP CLEAR” pavement markings be installed west of this intersection to maintain vehicular ingress and egress to/from the Mission Del Magnolia community to eastbound Woodside Avenue.

Additionally, it should be noted that under Existing and Existing plus Project conditions analyzed, the westbound turn movements at the SR-67 off-ramp do not exceed the storage length available. The analysis indicates there are currently no queuing issues that may potentially spill back onto the SR-67 mainline. See Appendix L for details on queuing analysis at the N. Woodside Avenue/ Woodside Avenue - SR-67 SB Off-Ramp intersection.

The Project will pay its traffic impact fees and construct a missing segment of sidewalk along N. Woodside Avenue near the N. Woodside Avenue/Woodside Avenue - SR-67 SB Off-Ramp intersection and near the Project driveway, for a total of 990 linear feet or approximately 0.2 miles. The Project would also be responsible for pavement rehabilitation and restriping of N. Woodside Avenue to the satisfaction of the City Engineer from Caltrans right-of-way at the intersection of the SR-67 to the easternmost edge of the Project driveway's intersection with N. Woodside Avenue. In addition, the Project would install approximately 1,240 SF of new roadway to fill in an unpaved area between the edge of the existing roadway and the new proposed sidewalk.

Therefore, with proposed improvements at the Project access and implementation of **PDF-TRA-1 Multi-modal Intersection Improvements** at and west of the N. Woodside Avenue/ Woodside Avenue - SR-67 SB Off-Ramp intersection, the Project would not increase hazards because of a roadway design feature or incompatible uses and impact would be less than significant.

3. Emergency Access

Threshold: Would the Project result in inadequate emergency access?

Finding: Less than significant. (Draft EIR, p. 12-33)

Explanation:

As mentioned above, on-site circulation and access to the Project will be provided by a circuitous roadway that would also serve as fire lane. All street improvements will be designed with adequate width, turning radius, and grade to facilitate access by City's firefighting apparatus, and to provide alternative emergency ingress and egress. The site plan would be subject to plan review by the City's Fire Department to ensure proper access for fire and emergency response is provided and required fire suppression features are included. Therefore, the Project's impact due to inadequate emergency access would be less than significant.

R. UTILITIES AND SERVICE SYSTEMS

1. Wastewater Treatment Requirements

Threshold: Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Finding: Less than significant. (Draft EIR, pp. 4.13-10 – 4.13-12)

Explanation:

Construction of New Utility Lines

As discussed above in Section 4.13.1, Existing Conditions, existing utility service lines are located within the vicinity of the Project site. As part of the Project, utility service lines, including those for water, wastewater, stormwater drainage, electric power, natural gas, and telecommunications services would be reconfigured from their current locations on and nearby the Project site to the proposed building. The following discussion provides a summary of Project utility work.

- **Water.** As discussed in Section 4.13.1, Existing Conditions, there is an existing water line within N. Woodside Avenue. The Project would connect to the existing 12-inch diameter watermain within N. Woodside Avenue by removing and replacing an existing segment of 12-inch diameter water main with new, 16-inch water main. From this 16-inch main, the Project would install laterals that would serve 2" domestic service, 2" landscape service, and a looped 12-inch fire service providing service to the building's fire sprinkler system and on-site fire hydrants.
- **Sanitary Sewer.** Sanitary sewer service would be provided by the Padre Dam Municipal Water District. The Project would connect to the existing sewer manhole cover within the Project Driveway by installing a 6-inch diameter lateral connection.
- **Stormwater.** As discussed in Section 4.13.1, Existing Conditions, stormwater currently sheet flows over the parking lot to a low spot in the northwest corner of the site and overflows into the San Diego River over natural terrain. The sheet flow includes off-site water from an existing 24-inch culvert that originates from under CA-67 to the south of the Project. This culvert outlets at the entrance of the site, near the southern terminus of the driveway at N. Woodside Avenue. The culvert collects water from approximately 2.8 acres of tributary area from the southern side of the CA-67 that then flows through the culvert and across the Project site's natural topography to the San Diego River. The Project's storm drain improvements include intercepting the existing 24-inch culvert and installing an extension to the San Diego River to the north of the project site. This extension would bypass the proposed on-site storm drain system serving the Project and

would maintain the existing drainage pattern for the 2.8-acre tributary area, consistent with the proposed design plan.

- The Project would include development of an on-site storm drain system that would accept flows from drain inlets at low spots throughout the site. This stormwater would be directed to subterranean infiltration and retention chambers located in the northern truck court. In a major storm event, overflow would occur via a pipe outlet into the San Diego River. A rip-rap pad at the outlet would provide energy dissipation and would prevent slope scour and erosion.
- **Electric Power.** As discussed in Section 4.13.1, Existing Conditions, the Project site is currently served by SDG&E and several above-ground and underground electrical lines which are located adjacent to the Project site and adjacent streets. Several SDG&E poles would be removed and replaced as part of the Project. Additionally, all above-ground electrical lines within the Project site would be undergrounded.
- **Natural Gas.** There is currently no gas service to the Project site, and the Project does not include plans to install new gas service.
- **Telecommunications.** Several proprietary telecommunication lines are located adjacent to the Project site. As part of the Project, lateral connections would be made to these existing, electric, and telecommunication lines.

Given that the activity of reconfiguring the existing utility lines would involve ground disturbance and the use of heavy machinery associated with trenching, the installation of these utility service lines could potentially result in environmental effects. For example, construction equipment would emit air quality pollutants and greenhouse gas emissions, trenching and excavation could potentially destroy cultural and tribal cultural resources if located within the subsurface, and the disturbance of soils could potentially result in an increased potential for erosion or for disturbed soils to enter into downstream waters. However, the extension of these utility service lines, including their disturbance footprints and construction techniques, as well as their associated impacts, is part of the Project analyzed herein. As such, any potential environmental impacts related to these components, such as those described above, are already accounted for in this Draft EIR as part of the impact assessment conducted for the entirety of the Project. Additionally, the Project would be required to comply with all regulatory requirements and mitigation measures outlined within this Draft EIR for the purposes of lessening or mitigating impacts associated with trenching activities and the use of heavy machinery. For example, as described in Section 5, Effects Found Not To Be Significant, of this Draft EIR, Project construction would occur in accordance with the requirements of the NPDES General Construction Permit and the Santee Municipal Code, which require the implementation of BMPs and pollutant control measures to minimize pollutants and reduce runoff to levels that comply with applicable water quality standards. The Project would not require the construction,

expansion, or relocation of water, wastewater, stormwater drainage facilities, electric power, natural gas, and telecommunications facilities beyond those facilities identified above, as existing facilities are in-place and adequately sized to accommodate the Project. Therefore, no adverse physical effects beyond those already disclosed in this Draft EIR would occur as a result of implementation of the Project's proposed utility system connections. Impacts would be less than significant.

Capacity of Water, Wastewater Treatment, Storm Water Drainage, Electric Power, Natural Gas, and Telecommunications Facilities

Water Conveyance and Treatment Facilities

The water conveyance facilities in the Project area are adequately sized to accommodate the Project. According to Appendix M, upsizing the existing segment of 12-inch diameter water main with new, 16-inch water main would meet fire flow requirements. Additionally, the Project would not require the installation or expansion of off-site facilities beyond those described above. With regard to water treatment facilities, as discussed under Threshold 4.13B, the Project's water demand would not result in or require new or expanded water supplies beyond those that are anticipated within the PDMWD 2015 and 2020 UWMPs. As such, implementation of the Project would not result in the need to expand water treatment facilities. Therefore, impacts associated with water treatment facilities would be less than significant.

Wastewater Conveyance and Treatment Facilities

The wastewater conveyance facilities in the Project area are adequately sized to accommodate the Project and would not require the installation or expansion of off-site facilities beyond those described above. With regard to wastewater treatment facilities, as discussed in Threshold 4.13C, the Project would generate a nominal amount of wastewater in the context of the available capacity of PDMWD wastewater treatment facilities. Based on the remaining treatment capacity, impacts associated with wastewater conveyance and treatment facilities would be less than significant.

Stormwater Drainage Facilities

The Preliminary Hydrology Report calculated peak runoff rates for the 10-year, 50-year, and 100-year storm events, including on-site runoff and off-site run-on. Based on these calculations, post-construction runoff rates would be less than under existing conditions for each storm event (Appendix J-1). As such, the Project's stormwater system would contribute less stormwater to the San Diego River and the existing culvert when compared to the existing conditions. According to the Preliminary Hydrology Report, all flows will be routed to an underground infiltration chamber in compliance with the County of San Diego Low Impact Development requirements. Therefore, impacts associated with stormwater drainage facilities would be less than significant.

Electric Power

Electric service is currently provided by SDG&E and several above ground and underground electrical lines are located adjacent to the Project site and adjacent streets. Several SDG&E poles would be removed and replaced as part of the Project. Additionally, all above-ground electrical lines within the Project site would be undergrounded. Impacts would be less than significant.

Telecommunications

The Project would involve lateral connections to the existing telecommunication facilities. These facilities are adequately sized and would not require the installation or expansion of off-site facilities beyond those described above. Impacts would be less than significant.

2. Water Supplies

Threshold: Would the Project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Finding: Less than significant. (Draft EIR, p. 4.13-13)

Explanation:

Implementation of the Project would result in the construction of an industrial warehouse with associated office spaces, surface parking, and loading areas.

According to CalEEMod (Appendix B of this Draft EIR), the proposed Project is estimated to result in an increase in potable water demand of 97,145 gallons per day (gpd), which is equivalent to approximately 108.8 acre-feet per year (AFY).

The 2020 PDMWD UWMP has planned for growth within its service area through their planning horizons (i.e., 20 years). As an urban water supplier, PDMWD is required to assess the reliability of its water supply service under a multiple-dry-year scenario. Based on historical extraction and estimated population growth rates, the projected water supply and demand for the single- and multiple-dry-year scenarios were calculated for the 2015 and 2020 UWMPs. As provided above in Table 4.13-1, PDMWD anticipates that has sufficient water supply to meet current and projected water demands through 2045 during normal-, historic single-dry-, and historic multiple-dry-year periods. These projections are based on a land use-based demand model that accounts for a variety of factors, including the land use plans of jurisdictions within PDMWD's service area. The Project is consistent with the existing land use designation and zoning of the site.

Given that PDMWD has adequate existing supplies to serve the Project under normal-, historic single-dry-, and historic multiple-dry-year periods, the Project's impact to water supply would be less than significant.

3. Wastewater Capacity

Threshold: Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Finding: Less than significant. (Draft EIR, p. 4.13-13)

Explanation:

Wastewater generated by the Project would be treated at either the WRF or the PLF, which collectively have the capacity to treat 242 mgd of wastewater and treats, on average, 177 mgd of wastewater. Project operations are conservatively estimated to generate approximately 97,145 gallons per day, or 0.097 mgd. (The Project's wastewater demand mirrors the water demand for Project operations and is conservative because Project operations include water use for landscape irrigation, which does not flow into the sewer system or require wastewater treatment). Projected wastewater from the Project would represent approximately 0.15% of the remaining capacity of the WRF and PLF treatment facilities. Given the remaining capacity of the WRF and PLF treatment facilities, the WRF and PLF would be able to accommodate the Project's contribution of 0.097 mgd of wastewater. Therefore, impacts associated with wastewater treatment capacity would be less than significant.

4. Solid Waste

Threshold: Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Finding: Less than significant. (Draft EIR, pp. 4.13-13 – 4.13-15)

Explanation:

Short-Term Construction Impacts

Based on a review of the current structures located on the site, demolition activities are anticipated to generate approximately 18,381 tons of demolition materials (See Section 4.2, Air Quality). Waste also would be generated by the construction process, primarily consisting of discarded materials and packaging. Based on a proposed building area of 300,145 square feet and a construction waste generation factor of 4.34 pounds per square foot (EPA 2009), approximately 651.3 tons of waste would be generated over the course of the Project's construction phase ($[300,145 \text{ sq. ft.} \times 4.34 \text{ pounds/square foot}] \div 2,000 \text{ pounds/ton} = 651.3 \text{ tons}$). In total, the Project would generate 19,032 tons of waste during construction (18,381 tons of demolition debris + 651.3 tons of construction waste = 19,032 tons).

As mentioned above, CALGreen requires that a minimum of 65% of all solid waste be diverted from landfills (by recycling, reusing, and other waste reduction strategies) consistent with the State's solid waste reduction goals; therefore, approximately 12,371 tons of construction waste would be diverted ($19,032 \text{ tons} \times 65\% = 12,371 \text{ tons}$). The remaining 6,661 tons of construction and demolition materials ($19,032 \text{ tons} \times 35\% = 6,661 \text{ tons}$) that is currently not required to be recycled, would either be disposed of or voluntarily recycled at a solid waste facility with available capacity.

Table 4.13-2, Construction Waste Summary, summarizes the amount of waste that would be generated, diverted, and landfilled during Project construction.

The Project's demolition debris would be hauled from the site over the course of the Project's demolition phase, which would last approximately one month (25 working days). This would correspond to approximately 257.3 tons of demolition waste per day of construction activity. The Project's building construction would occur over a period of approximately 10 months (202 working days), which corresponds to approximately 1.13 tons of construction waste being generated per day of construction activity. As previously described, the Sycamore Landfill accepts inert solid waste, has a daily maximum permitted throughput of 5,000 tons/day, has a remaining capacity of 113,972,637 cubic yards, and is expected to remain open for another 18 years (CalRecycle 2019). Therefore, the Project's daily peak demolition and construction waste delivery of 258.4 tons could be received by the Sycamore Landfill. Therefore, Project demolition and construction would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Impacts during construction would be less than significant.

Long-Term Operational Impacts

Once operational, the Project would produce solid waste on a regular basis associated with operation and maintenance activities. Using CalEEMod waste generation factors for the Industrial Park and Warehouse uses, the Project would generate approximately 141 tons of solid waste per year, or 0.4 tons per day (Appendix B). A minimum of 50% of all solid waste would be required to be recycled pursuant to AB 939, consistent with the State's solid waste reduction goals; therefore, the Project would generate approximately 0.2 tons per day of solid waste requiring disposal at a landfill.

As previously described in Section 4.13.1, Waste Management Inc. provides solid waste collection and disposal within the City. Waste would likely be hauled to the Sycamore Landfill. The Sycamore Landfill has a permitted throughput of 5,000 tons/day and is expected to remain open for another 18 years. The increase of waste generated by the Project during operations would represent approximately 0.004% of the total daily capacity of permitted at the landfill.

Once the Sycamore Landfill reaches capacity, additional landfills and strategies would be identified, so that disposal needs continue to be met. Further, there are

landfills within the County with up to 35 years of remaining life. For example, the Las Pulgas Landfill is expected to remain open another 35 years (CalRecycle 2023). As such, in the event of the closure of the Sycamore Landfill, other landfills in the region would be able to accommodate solid waste from the Project, and regional planning efforts would ensure continued landfill capacity in the foreseeable future. Therefore, the Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Impacts during operation would be less than significant.

5. Solid Waste Laws

Threshold: Will the Project comply with federal, state, and local statutes and regulations related to solid waste?

Finding: Less than significant. (Draft EIR, p. 4.13-15)

Explanation:

As described above, solid waste from the Project would be transported to the Sycamore Landfill. This facility is regulated under federal, state, and local laws. Additionally, the City of Santee is required to comply with the solid waste reduction and diversion requirements set forth in AB 939, AB 341, AB 1327, and AB 1826. Per AB 341, businesses that generate 4 cubic yards or more of organic waste per week are required to arrange for organic waste recycling services. In addition, as previously described, waste diversion and reduction during Project construction and operations would be completed in accordance with CALGreen standards and City diversion standards. As a result, the Project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste and impacts would be considered less than significant.

S. WILDFIRE

1. Response Plans

Threshold: Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Finding: Less than significant. (Draft EIR, pp. 4.14-11 – 4.14-12)

Explanation:

As discussed in Section 4.12, Transportation, access to the Project site would be designed such that adequate emergency access would be provided in accordance with emergency apparatus access requirements. Access to the Project site would be provided via North Woodside Avenue. As mentioned in the Project's Fire Protection Plan (FPP) (Appendix N of this EIR), the existing driveway currently bordering the east and south side of the Project site would be extended to loop

around the entire Project site and widened to 60 feet in order to allow fire lane access from all sides of the building. Consistent with the Santee Fire Department access requirements, all Project driveways have been designed to allow for minimum turning radii. Signage and striping would be provided to demarcate fire lanes and clear spaces throughout the site. All gated entryways would include rapid-access Knox boxes to provide emergency access to gated areas. Additionally, road improvements would be constructed to current Fire Codes and City of Santee standards for public and private roads.

Emergency response to the Project site would be provided by the Santee Fire Department, San Diego County Sheriff's Department, and other responsible agencies. The SFD's response times vary within the City, with the current goal being to provide an average maximum initial response time of no more than six minutes, with an average maximum response time of no more than ten minutes for supporting paramedic transport units 90% of the time (City of Santee 2003). The response time for fire department emergency response to the Project site can be calculated using the National Fire Protection Association (NFPA) 1710 and Insurance Services Office Public Protection Classification Program's Response Time Standard formula ($\text{Time} = 0.65 + 1.7(\text{Distance})$). Travel distances are derived from Google road data while travel times are calculated using response speeds of 35 mph. The Insurance Services Office response travel time formula discounts speed for intersections, vehicle deceleration and acceleration, and does not include turnout time. Automatic and/or Mutual Aid agreements with surrounding fire departments are in place and would potentially result in additional resources that are not analyzed herein.

SFD Station 4 is the closest fire station to the Project site and would likely be the first to respond. SFD Station 4 is approximately 1.5-mile from the entrance to the Project site and could respond to an incident within an approximately 3.2-minute travel time. In the event that Fire Station No. 4 could not meet the immediate needs of a call for services independently or does not have capability to address the full extent of a larger incident, the second closest station, Fire Station No. 5, is located approximately 4.6 miles from the Project site or other fire stations within the Santee-Lakeside joint exercise of powers agreement as well as the County's mutual aid agreement, as well as CAL FIRE, could respond or provide support (City of Santee 2023).

San Diego County's Hazard Mitigation Plan includes resources and information to assist county residents, public and private sector organizations, and others interested in participating in planning for natural hazards (County of San Diego 2023). As they relate to the Project, the mitigation objectives and actions outlined in the Hazard Mitigation Plan would require that the Project be designed and constructed in accordance with the current California Building and Fire Codes (and local amendments) would ensure that the Project is compliant with fire inspection standards and weed abatement to reduce the potential for vegetation fires (County of San Diego 2023). The Project would comply with all County, state, and local requirements related to fire safety, and the Project would comply with all requirements outlined in the Hazard Mitigation Plan.

Furthermore, the City is part of San Diego County Emergency Operations Plan (EOP), which discusses evacuation procedures in the event of an emergency. As stated in the EOP, primary evacuation routes consist of the major interstates and prime arterials. In the event of a wildfire, the City, in cooperation with Santee Fire Department, would utilize the County's public notification systems and provide evacuation instructions. Emergency response to the Project site would be serviced by the Santee Fire Department, San Diego County Sheriff's Department, and other responsible agencies. The City does not have any designated evacuation routes, although Interstate 67 is designated in the County's General Plan Safety Element and the County's Emergency Operations Plan as an evacuation route and is less than a mile from the Project site (County of San Diego 2022). North Woodside Avenue is just south of the Project site, and is a major north-south arterial. Additionally, the Project site is located in the southeastern part of the City, which sits in a transportation corridor formed by Interstates 52 and 67.

As referenced in Section 4.7 Hazards and Hazardous Materials, the proposed Project may result in a temporary increase in traffic on roadways surrounding the Project site due to increased truck loads or the transport of construction equipment to and from the Project site during the construction period. All construction activities including staging would occur in accordance with City requirements which would ensure that adequate emergency access would be provided during construction of the Project. Further, as shown in Figure 4.14-2, Wildfire History, wildfires in the City and surrounding areas have occurred in all directions around the project site, with the most recent fires between 2020-2022 happening 7 miles south of the project site. In the event that prevailing winds fan a fire so that it moves toward the Project site, evacuation of the potentially affected communities may be required. In general, evacuees would take roads leading west toward the city boundary and toward El Cajon. With compliance with City and SFD requirements, the Project would not conflict with or impair implementation of the Hazard Mitigation Plan, and the County's Emergency Operations Plan nor would the Project impair use of potential evacuation routes in the City, and impacts would be less than significant.

2. Pollutant Concentrations

Threshold: Due to slope, prevailing winds, and other factors, would the Project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildfire?

Finding: Less than significant. (Draft EIR, pp. 4.14-15 – 4.14-17)

Explanation:

The Project site is not located in SRA lands or lands classified as VHFHSZ. However, the nearest VHFHSZ in the SRA is located less than 1 mile northeast of the Project site. Additionally, the Project site is adjacent to land to the northeast classified as VHFHSZ within the LRA. The Project could exacerbate wildfire risk

and expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire if the Project, combined with the climatic, topographic, vegetation, weather conditions, and other factors, would increase the risk of a wildfire occurring and increase the severity of such an occurrence.

Short-Term Construction Impacts

Construction of the Project would introduce potential ignition sources to the Project site, including the use of heavy machinery and the potential for sparks during welding activities or other hot work. However, the Project would be required to comply with City and state requirements for fire safety practices, to reduce the possibility of fires during construction activities. Further, vegetation would be removed from the site prior to the start of construction. Adherence to City and state regulatory standards during Project construction would reduce the risk of wildfire ignition and spread during construction activities. Thus, short-term construction impacts associated with exacerbating wildfire risk would be less than significant.

Long-Term Operational Impacts

Slope

As discussed in the Geotechnical Report (Appendix G of this EIR), the Project site and surrounding area are relatively flat. The Project site contains mainly 0 to 2 percent slopes consisting of Visalia sandy loam soils and Riverwash (NorCal Engineering 2024). Upon Project implementation, the portions of the site that would be developed would be graded to a flat, level surface. The Project site and surrounding area do not contain slopes typical of exacerbating wildfire risk, and once developed, the Project would not result in steep slopes typical of exacerbating wildfire risk.

Prevailing Winds

Prevailing winds are winds that blow from a single direction over a specific area. As mentioned above, the predominant average hourly wind in the Project area is most often from the west for 10 months, and the wind is most often from the east from late November to early February. The windier part of the year lasts for approximately 7 months (November to June), with average wind speeds of more than 7.0 miles per hour (WeatherSpark 2023). High wind velocities that could exacerbate wildfire risk are generally associated with downslope, canyon, and Santa Ana winds that can occur in the winter in this area. As discussed above, the Project site does not include topography that would create unusual weather conditions. Given that Project construction would not involve altering any slopes or creating any new wind patterns, it is not anticipated that the Project would exacerbate wildfire risk due to prevailing winds.

Other Factors

Other factors such as vegetation, building materials, setbacks and proposed on-site activities can also contribute to wildfire risk.

Vegetation

As discussed above, the vegetation of the Project site is characterized by Non-native Grassland, Non-native Woodland, Disturbed Habitat, and Urban/Developed. Further, the Project would convert vacant land with moderate vegetation cover into development consisting of large warehouse buildings, paved surface parking and maintained landscape areas. The proposed landscaping would be implemented according to Chapter 13.36 of the City's Municipal Code and would include maintained landscaped areas. The proposed landscape plan does not have any flammable plants to ensure that it does not increase fire risk. As such, impacts would be less than significant.

Building Materials and Setbacks

Project buildings would be required to comply with the City's Municipal Code, which adopts the 2022 CFC and includes provisions for fire safety and fire-resistive construction. Further, compliance with required setbacks would allow for space between Project buildings and off-site vegetation. Studies indicate that given certain assumptions (e.g., 10 meters of low-fuel landscape, no open windows), wildfire is unlikely to spread to buildings unless the fuel and heat requirements of the building are sufficient for ignition and continued combustion (Alexander et al. 1998; Cohen 1995). Construction materials and methods can prevent or minimize ignitions. According to previous research, post-fire assessments conducted in San Diego County indicate that updated building codes have shown success in preventing structural loss (IBHS 2008). The distance between a wildfire that is consuming wildland fuel and a building is the primary factor for structure ignition (not including burning embers) (Cohen 2000). Project structures would be set back from offsite fuels, and perimeter parking and drive aisles would serve as nonflammable fuel breaks. Low-ignitability buildings provide the option of reducing the wildland fire threat to structures without extensive wildland fuel reduction. The Project would be required to comply with construction methods outlined in the City's Municipal Code, the CFC and CBC, which specify requirements for materials and construction methods for fire safety. The proposed building materials for Project structures include concrete, metal, aluminum entrance front framing, glass, and other fire-resistant materials. If structures have a sufficiently low ignitability, such as the Project's structures, buildings can survive exposure to wildfire without major fire destruction.

Project Design Feature (PDF-WF-1)

As described in Chapter 3 of this EIR and consistent with recommendations of the Project's FPP (see Appendix N of this EIR), the Project includes the following project design feature (PDF):

PDF-WF-1: Prior to the start of construction activities and issuance of grading

permits and consistent with the Fire Protection Technical Report prepared for the Project (see Appendix N of this Draft EIR), the Project applicant, or its designee, shall ensure that the Project includes the following fire protection and life safety features,: (1) an encircling fire apparatus roadway; (2) a secure Knox box access; (3) dual fire department connections; (4) reliable water supply arrangements; (5) strategically placed fire department access points; (6) ample on-site fire hydrants; (7) an advanced ESFR sprinkler system; (8) a diesel fire pump; (9) a Class I manual wet standpipe system; (10) well-placed exits with illumination and signage; (11) readily accessible fire extinguishers; and (12) the implementation of recommended fire hazard mitigation strategies outlined in Section 7 of the Project FPP (see Appendix N of this Draft EIR).

Proposed Activities

The future tenant of the proposed industrial building is not known at this time. Project activities could introduce new potential sources of ignition to the Project site. The Project would support a variety of activities associated with the industrial/warehouse buildings, including the ingressing and egressing of passenger vehicles and trucks, the loading and unloading of trucks with designated truck courts/loading areas, and the internal and external movement of materials around the Project site via forklifts, pallet jacks, and similar equipment. In addition, the office space would support general internal office activities related to the industrial/warehouse uses. However, proposed activities do not consist of highly flammable activities typical of exacerbating fire risk, such as welding or other hot work. Given that the proposed use would not exacerbate fire risk and given that vegetation on site would consist of fire-resistant and irrigated landscaping, the likelihood of a fire starting on site and spreading to off-site areas would be minimal.

With adherence to the City's Municipal Code, the low ignitability of the proposed structures, and implementation of fire-resistant, irrigated landscaping, the Project would not facilitate wildfire spread or exacerbate wildfire risk or expose people or structures, indirectly or directly, to significant wildfire risk. Further, the surrounding off-site fuels consist of moderately spaced vegetation, segmented by the San Diego River immediately north, with limited vegetation south given the urban uses and zoning. Although there have been fires shown in Figure 4.14-2, Wildfire History within a five-mile buffer, wildfires in the immediately surrounding area are not common. It is unlikely that Project occupants would be exposed to the uncontrolled spread of a wildfire or prolonged pollutant concentrations in the event of a wildfire. Additionally, as summarized above, in Chapter 3 of this EIR, and in the conclusion of the Project's FPP, the Project includes project design features (PDF-WF-1) that exceed fire code requirements. Thus, the Project would not exacerbate risk by exposing project occupants to wildfire. It is not anticipated that the Project, due to slope, prevailing winds, and other factors, would exacerbate wildfire risks or expose Project occupants to pollutant concentrations from a wildfire, the uncontrolled spread of a wildfire, or significant risks associated with wildfires, and with implementation of the low fuel volume landscape plan, impacts would be less than significant.

3. Infrastructure Risks

Threshold: Would the Project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Finding: Less than significant. (Draft EIR, pp. 4.14-17 4.14-18)

Explanation:

The Project involves the development of a previously developed site to include an industrial/warehouse building, with associated office space, loading docks, trailer stalls, passenger vehicle parking spaces, and street, sidewalk, and landscape improvements. As discussed in Section 4.13, Utilities and Service Systems, the Project would include reconfiguration of existing service utilities (e.g., water, wastewater, stormwater drainage, electric power, natural gas, and telecommunications services). This also includes some additions. This would include a new 8-inch line for wastewater to connect to existing lines near to the project site, and as referenced in the Project's FPP, two new Fire department connections, one in the southeast and one in the northwest corner of the building.

Given that the activity of connecting utilities from their current locations to the Project site and the new off-site improvements would require ground disturbance and the use of heavy machinery associated with trenching, the installation of these utility service lines could potentially result in temporary impacts to the environment and could exacerbate wildfire risk by introducing new potential sources of ignition, such as the use of heavy machinery, welding, or other hot work. However, as previously discussed, vegetation would be removed from the site prior to the start of construction, and the site would be graded to a flat, level surface, which would reduce the likelihood of fire ignition during installation and connection of utilities. The majority of the associated infrastructure and utility connections would occur on site or adjacent to the site and would not result in off-site environmental impacts or exacerbate wildfire risk.

The installation and maintenance of roads, service utilities, drainage and water quality improvements, and vegetation removal are part of the Project analyzed herein. As such, any potential temporary or ongoing environmental impacts related to these components of the Project have been accounted for and analyzed in this EIR as part of the impact assessment conducted for the entirety of the Project. Additionally, the Project would be required to comply with all regulatory requirements and mitigation measures outlined within this EIR for the purposes of mitigating impacts associated with trenching, grading, site work, and the use of heavy machinery. No adverse physical effects specifically related to wildfire or beyond those already disclosed throughout this EIR would occur as a result of implementation of the Project's associated infrastructure. Therefore, the installation and maintenance of associated infrastructure would not exacerbate

wildfire risk or result in impacts to the environment beyond those already disclosed in this EIR, and impacts would be less than significant.

4. Runoff Risks

Threshold: Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Finding: Less than significant. (Draft EIR, p. 4.14-18)

Explanation:

Vegetation plays a vital role in maintaining existing drainage patterns and the stability of soils. Removal of surface vegetation reduces the ability of the soil surface to absorb rainwater and can allow for increased runoff that may include large amounts of debris or mud-flows. If hydrophobic conditions exist post-fire, the rate of surface water runoff is increased as water percolation into the soil is reduced (Moench and Fusaro 2012). The potential for surface runoff and debris flows therefore increases for areas recently burned by large wildfires (Moench and Fusaro 2012). The Project site is located within the San Diego River Watershed. The San Diego River is located immediately north of the Project site. As discussed in the Geotechnical Report (Appendix G of this EIR), the Project site is relatively flat and is not within areas mapped as susceptible to subsidence, or landslides. Further, according to available wildfire history (see Figure 4.14-2, Wildfire History), wildfires have not burned onto or adjacent to the Project site, and conditions associated with post-fire slope instability do not exist.

As further discussed in Section 4.8, Hydrology and Water Quality, the northern perimeter of the Project site is located within a Special Flood Hazard Area, which is an area that presents a 1% annual chance of flooding, or the 100-year base floodplain with flood elevations provided (FEMA 2023). Although internal drainage patterns would be somewhat altered as a result of Project development, the Project would be similar to existing drainage conditions and would maintain adequate stormwater conveyance and would decrease runoff rates by capturing stormwater in proposed on-site storm drains and water quality basins. Therefore, the Project would not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off site. Therefore, due to the proposed grading of the site, the relatively flat surrounding lands, and the fact that the site would be developed and paved, the likelihood for downslope or downstream flooding or landslides as a result of runoff, post-fire slope instability, or drainage changes would be minimal, and impacts would be less than significant.

SECTION III. **IMPACTS THAT ARE LESS THAN SIGNIFICANT WITH MITIGATION** **INCORPORATED**

The City Council hereby finds that Mitigation Measures have been identified in the

EIR and these Findings that will avoid or substantially lessen the following potentially significant environmental impacts to a less than significant level. The potentially significant impacts, and the Mitigation Measures that will reduce them to a less than significant level, are as follows:

A. BIOLOGICAL RESOURCES

1. Sensitive Species

Threshold: Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Less than significant with mitigation. (Draft EIR, pp. 4.3-13 – 4.3-15) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

No special-status plant or wildlife species were observed within the Project site during surveys, and due to lack of habitat, none are expected to occur. Therefore, no direct impacts would occur to special-status plant or wildlife species with Project implementation.

Direct impacts to nesting birds, specifically nesting bird habitat, protected under Section 3503 of the California Fish and Game Code, could occur within areas of the Project site mapped as non-native woodland or within the existing ornamental trees as part of the current development's landscaping. Project implementation of Mitigation Measure **(MM) BIO-1** (Pre-Construction Nesting Bird Survey) would reduce potential direct impacts to nesting birds to a less-than-significant level through performance of a nesting bird survey if construction occurs during the nesting season. Additionally, all trees removed as part of Project implementation, that could potentially provide nesting habitat for birds, would be replaced as directed by **MM-BIO 4**, which is required as part of Threshold E, below. Therefore, with implementation of mitigation, direct impacts to nesting birds or their habitat would be less than significant.

The Project site does not occur within federally designated critical habitat for plant or wildlife species. Therefore, no direct impacts would occur to critical habitat with Project implementation.

Indirect Impacts

Project implementation has the potential to result in indirect impacts to special-

status wildlife species, specifically least Bell's vireo, yellow-breasted chat, and yellow warbler, as well as special-status plant species occurring within 500 feet of the Project site.

Construction-Related: Potential short-term or temporary indirect impacts to least Bell's vireo, yellow-breasted chat, yellow warbler, and special-status plant species resulting from construction activities include the release of chemical pollutants; adverse effects from noise, vibration, and increased human presence; and night-time lighting. These potential construction-related indirect impacts would be potentially significant absent mitigation.

Project implementation of **MM BIO-1** (Pre-Construction Nesting Bird Survey) would reduce potential indirect impacts from construction noise to a less-than-significant level through performance of a nesting bird survey if construction occurs during the nesting season. If nesting least Bell's vireo, yellow-breasted chat, and/or yellow warbler are identified, an adequate buffer will be implemented to ensure that effects from noise, vibration, and human presence are minimized. In addition, implementation of **MM-BIO-2** (Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) will minimize indirect impacts to least Bell's vireo, yellow-breasted chat, yellow warbler, and special-status plant species through biological monitoring, requirement of a Worker Environmental Awareness Training that will cover the special-status resources and mitigation requirements for the Project, delineation of Project boundaries, requiring that all vehicles and equipment be serviced in designated staging areas, and ensuring that construction will not be conducted at night. Project construction would be limited to the City's allowable construction hours of 7:00 a.m. and 7:00 p.m. and is not anticipated to require lighting. In the event that construction lighting is required, it would be properly shielded to avoid spillover effects (**MM-BIO-2**).

Implementation of **MM-BIO-1** (Pre-Construction Nesting Bird Survey) and **MM-BIO-2** (Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of construction-related indirect impacts to least Bell's vireo, yellow-breasted chat, yellow warbler, and special-status plant species to less than significant with mitigation incorporated.

Long-Term: Potential long-term, indirect impacts that could result from Project implementation to suitable foraging and nesting habitat for least Bell's vireo, yellow-breasted chat, and yellow warbler and special-status plants include chemical releases, such as oils and grease from vehicles that could degrade habitat; increased invasive plant species that may degrade habitat; night-time lighting; and trampling of vegetation and soil compaction by humans, which could affect soil moisture, water penetration, surface flows, and erosion. These potential long-term indirect impacts would be potentially significant absent mitigation. Because the Project site is located within the City of Santee's industrial zone, there are existing ambient noise levels that were measured by Dudek and are included in Table 2 of the Project's Noise Technical Report (Appendix K to this Draft EIR).

The measured baseline outdoor ambient noise level for areas north of the Project site (i.e. occurring within the San Diego River corridor) were established to be between 50 to 56 dBA. Figures 5 and 6 of the Project's Noise Technical Report (Appendix K to this Draft EIR) show that the maximum predicted operational noise levels will be in the 35 to 45 dBA range for areas occurring north of the Project site within the San Diego River. Installation of an eight-foot-tall noise barrier along the northern perimeter of the Project site is proposed as a feature of the Project. With installation of this noise barrier, Project-related operational noise levels are predicted to be less than the current existing ambient sound levels in the areas occurring north of the Project site within the San Diego River by a factor of 5 to 21 dBA. Additionally, all operational noise levels comply with the City of Santee's noise threshold for industrial land uses and are below the 60 dBA, which is typically used as the noise threshold for wildlife species). Therefore, long-term operational noise impacts are less than significant.

The Project site currently contains sources of artificial nighttime light that are typical of a drive-in movie theatre use. In addition, streetlights are present along Wheatlands Court and North Woodside Avenue to the west, south, and east, all of which are sources of nighttime light as well. Other exterior artificial light sources in the immediate vicinity of the Project site include nearby industrial uses bordering the site to the south, east, and west. There are no existing sources of light or glare from the San Diego River abutting the Project site to the north, however, typical residential light sources in the residential neighborhood to the north of the Project site and San Diego River may be visible from the Project site. Implementation of MM-BIO-3 (Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of long-term indirect impacts from proposed lighting as it would be designed consistent with the requirements of Section 13.30.030(B) of the Santee Municipal Code, which states that lighting shall be shielded, or recessed, and directed downward and away from adjoining properties.

Implementation of **MM-BIO-3** (Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of long-term indirect impacts to least Bell's vireo, yellow-breasted chat, yellow warbler, and special-status plant species by requiring measures to ensure runoff is not altered from existing conditions and toxicants are not discharged, preparation of landscaping plans that will emphasize native species and not include species from the California Invasive Plant Council's Invasive Plant Inventory, and incorporation of barriers to prevent unauthorized public access to open space areas associated with the San Diego River corridor. Therefore, long-term indirect impacts to special-status species would be reduced to less than significant with mitigation incorporated.

Areas of the Project site mapped as non-native woodland or existing ornamental trees could potentially provide nesting habitat for birds protected under Section 3503 of the California Fish and Game Code. If construction occurs during the nesting bird season, a pre-construction nesting bird survey could reduce potential direct impacts to nesting birds. Implementation of **MM-BIO-1** would reduce impacts

to a less than significant level. Additionally, all trees removed as part of Project implementation would be replaced as directed by **MM-BIO-4**, as required under Threshold E.

Potential short-term or temporary indirect impacts to least Bell's vireo, yellow-breasted chat, yellow warbler, and special-status plant species resulting from construction activities include the release of chemical pollutants; adverse effects from noise, vibration, and increased human presence; and night-time lighting. Implementation of **MM-BIO-2** would reduce impacts to a less than significant level.

Potential long-term, indirect impacts that could result from Project implementation to suitable foraging and nesting habitat for least Bell's vireo, yellow-breasted chat, and yellow warbler and special-status plants include chemical releases, such as oils and grease from vehicles that could degrade habitat; increased invasive plant species that may degrade habitat; and trampling of vegetation and soil compaction by humans, which could affect soil moisture, water penetration, surface flows, and erosion. Implementation of **MM-BIO-3** would reduce impacts to a less than significant level.

MM-BIO-1 Pre-Construction Nesting Bird Survey. Construction within all potential nesting resource areas within the Project site (i.e., non-native woodland areas and ornamental trees) and areas of the Project site within 500 feet of the San Diego River should be avoided during the migratory bird nesting season (typically January 1 through September 30). If construction activities (i.e., grading, tree removal, external construction involving heavy equipment generating noise in excess of 60dBA (leq)) must occur during the bird nesting season, an avian nesting survey of all potential nesting resource areas (e.g., non-native woodland areas and ornamental trees) within the Project site and areas of the San Diego River within 500 feet of all impact areas must be conducted to determine the presence/absence of special-status species, protected migratory birds, and active nests. The avian nesting survey shall be performed by a qualified wildlife biologist within 14 days prior to the start of construction and one more survey pass within 24 hours of initiation of construction activities in accordance with the Migratory Bird Treaty Act and California Fish and Game Code Sections 3503, 3503.5, and 3513. If construction activities are on hold for more than 30 days, then pre-construction surveys would need to be reinitiated. If an active bird nest is found, the nest shall be flagged and mapped on the construction plans, along with an appropriate buffer established around the nest, which will be determined by the biologist based on the species' sensitivity to disturbance (typically 300 feet for passerines and 500 feet for raptors and special-status species), existing nearby conditions (e.g., natural habitat versus roads or existing noisy activities), existing buffering features (e.g., topography, tall and dense trees, buildings), legal status of species (i.e., listed versus non-listed), general sensitivities of the species (e.g., disturbance tolerant or urban versus non disturbance tolerant), and other variables. The nest area shall be avoided until the nest is vacated and the juveniles have fledged. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall also be conducted when an active nest buffer is in place. No Project activities shall encroach into established buffers

without the consent of a monitoring biologist. The buffer shall remain in place until it is determined that the nestlings have fledged and the nest is no longer active.

MM-BIO-2 Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources. Prior to approval of grading plans and issuance of a grading permit, construction plans and conditions of approval shall include the following to address potential indirect impacts to special-status species occurring within all suitable habitat associated with the San Diego River corridor (i.e., within 500 feet of the Project site):

- **Biological Monitoring.** A qualified Project biologist approved by the City of Santee shall monitor ground-disturbing and vegetation clearing activities for the duration of the Project to ensure that practicable measures are being employed to avoid incidental disturbance of habitat, species of concern, and other sensitive biological resources outside the Project footprint. Once ground-disturbing and vegetation clearing activities are complete, the Project biologist shall conduct weekly checks to inspect construction fencing and ensure that all applicable requirements from the mitigation measures are being upheld.
- **Worker Environmental Awareness Training.** Prior to grading, a pre-construction meeting shall be required that includes a training session for Project personnel by a qualified biologist. The training shall include (1) a description of the species of concern and its habitats; (2) the general provisions of the applicable regulations pertaining to biological resources, including the Endangered Species Act and the Clean Water Act; (3) the need to adhere to the provisions of the Endangered Species Act, the Clean Water Act, and other applicable regulations; (4) the penalties associated with violating the provisions of the Endangered Species Act, Clean Water Act, and other applicable regulations; (5) the general measures that are being implemented to conserve the species of concern as they relate to the Project; and (6) the access routes to and Project site boundaries within which the Project activities must be accomplished. Additionally, the training shall include the measures and mitigation requirements for the applicable resources. Copies of the mitigation measures and any required permits from the resource agencies shall be made available to construction personnel.
- **Delineation of Property Boundaries.** Before beginning activities that would cause impacts, the contractor shall, in consultation with the biological monitor, clearly delineate the boundaries with fencing, stakes, or flags, consistent with the grading plan, within which the impacts will take place. All impacts outside the fenced, staked, or flagged areas shall be avoided, and all fencing, stakes, and flags shall be maintained until the completion of impacts in that area. In addition, any avoided environmental resources shall be clearly delineated. Prior to implementing construction activities, the biological monitor shall verify that the flagging clearly delineates the construction limits and any sensitive environmental resources to be avoided.
- **Standard Dust Control Measures.** Standard dust control measures as per the San Diego County Air Pollution Control District shall be implemented to reduce

impacts on nearby plants and wildlife. Measures include controlling speed to 15 miles per hour or less on unpaved roads, replacing ground cover in disturbed areas as quickly as possible, frequently watering active work sites, installing shaker plates, and suspending excavation and grading operations during periods of high winds.

▪ **Stormwater Pollution Prevention Plan.** Prior to issuance of a grading permit for construction, the applicant shall submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of Santee that specifies best management practices to prevent all construction pollutants from contacting stormwater, with the intent of keeping sedimentation or any other pollutants from moving off site and into receiving waters. The requirements of the SWPPP shall be incorporated into design specifications and construction contracts. Best management practice categories employed on site shall include erosion control, sediment control, and non-stormwater good housekeeping. Best management practices recommended for the construction phase shall include, but not be limited to, the following:

- Limiting grading to the minimum area necessary for construction, operation, and decommissioning of the Project.
- Limiting vegetation disturbance/removal to the maximum extent practicable.
- Implementing fiber rolls and sandbags around drainage areas and the site perimeter.
- Stockpiling and disposing of demolition debris, concrete, and soil properly.
- Installing a stabilized construction entrance/exit and stabilizing disturbed areas.
- Installing proper protections for fueling and maintaining equipment and vehicles.
- Managing waste, aggressively controlling litter, and implementing sediment controls.
- Stabilizing soil in disturbed areas through revegetation.

The following water quality measures shall be included in the SWPPP:

- Erodible fill material shall not be deposited into water courses. Brush, loose soils, or other similar debris material shall not be stockpiled within the stream channel or on its banks.
- The Project shall be designed to avoid the placement of equipment and personnel within the stream channel or on sand and gravel bars, banks, and adjacent upland habitats used by target species of concern, as feasible.

Project activities that cannot be conducted without placing equipment or personnel in sensitive habitats shall be timed to avoid the breeding season of riparian species.

- Water pollution and erosion control plans shall be developed and implemented in accordance with the Regional Water Quality Control Board.

- **Minimize Spills of Hazardous Materials.** All vehicles and equipment shall be maintained in proper condition to minimize the potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. Hazardous spills shall be immediately cleaned up and the contaminated soil shall be properly handled and disposed of at a licensed facility. Servicing of construction equipment shall take place only at a designated staging area. The staging area will be located on the south side of the Project site, away from the San Diego River, and no stockpiles will be allowed adjacent to the San Diego River corridor.

- **Wildlife Hazards.** The following measures shall be implemented to ensure that wildlife do not become trapped, entangled, injured, or poisoned by construction activities:

- Structures in which wildlife may become trapped (e.g., open pipes, pits, trenches) shall be tightly covered at the end of each work day. If covering the structure is not possible, an escape ramp shall be provided to allow any wildlife that falls in to safely escape.

- Debris piles, construction materials, equipment, and other items that may be used as wildlife refuge shall be inspected for wildlife at the start of each work day and prior to disturbance. If wildlife is discovered, it shall either be moved out of harm's way by a qualified biologist or allowed to move off of the Project site on its own.

- Nets and mesh shall be made of loose weave material that is not fused at the intersections of the weave because nets with welded weaves present an entanglement risk.

- Toxic materials and garbage shall be removed from the work site and safely stored or disposed of at the end of each work day.

- **Invasive Weeds.** To reduce the spread of invasive plant species, landscape plants shall not be on the most recent version of the California Invasive Plant Council's Invasive Plant Inventory (<http://www.cal-ipc.org/ip/inventory/index.php>).

- **Night Work.** All construction activities shall be conducted during the daytime, and lights shall not be kept on overnight in the construction area, as practicable. If night lighting is required during construction activities, all

exterior lighting along undeveloped land shall be fully shielded and directed downward in a manner that will prevent light spillage or glare into the adjacent open space.

MM-BIO-3 Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources. Prior to approval of grading plans and issuance of a grading permit, construction plans and conditions of approval shall include the following to address potential indirect impacts to special-status species occurring within all suitable habitat associated with the San Diego River corridor (i.e., within 500 feet of the Project site):

- **Runoff:** Future development within 500 feet of suitable habitat for special-status species shall incorporate measures, including measures required through the National Pollutant Discharge Elimination System, to ensure that the quantity and quality of runoff discharged is not altered in an adverse way when compared with existing conditions. In particular, measures such as an infiltration system designed to capture and treat stormwater pollutants, consistent with commercial/industrial developments and associated parking lots, and including oil, grease, metals, trash, and debris, shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into proposed open space or suitable habitat for special-status species. Stormwater systems shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials, or other elements that might degrade or harm biological resources or ecosystem processes. This can be accomplished using a variety of methods, including natural detention basins, grass swales, or mechanical trapping devices. Regular maintenance shall occur to ensure effective operation of runoff control systems.
- **Lighting:** Project lighting would be designed consistent with the requirements of Section 13.30.030(B) of the Santee Municipal Code. Night lighting shall be directed away from proposed open space and/or suitable habitat for special-status species to protect species from direct night lighting. Shielding, including use of light controlling devices such as light guards, shall be incorporated in Project designs to ensure that ambient lighting is not increased.
- **Invasive Species:** Landscape Plans shall incorporate native species that occur in the region. Invasive, non-native plant species listed on the most recent California Invasive Plant Council's Invasive Plant Inventory (<https://www.cal-ipc.org/plants/inventory/>) with a rating of moderate or high shall not be included in landscaping.
- **Barriers:** The proposed Project shall incorporate barriers, where appropriate, to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping in open space and/or suitable habitat for special-status wildlife (e.g. San Diego River corridor). Such barriers may include native landscaping, rocks/boulders, fencing, walls, signage, and/or

other appropriate mechanisms.

MM-BIO-4 Tree Replacement, Encroachment, and Preservation. Prior to approval of grading plans and issuance of a grading permit, construction plans, conditions of approval, and the Project's Landscape Plan shall include the following to address tree removal, encroachment into protected zone, and retained trees:

- **Replacement:** The proposed site plan would require removal of 109 trees. Tree replacement shall occur at a 1:1 mitigation ratio with 15-gallon trees and be included in the Project's Landscape Plan, which shall also include recommendations for long-term maintenance and care for regulated trees that will be retained on site.
- **Encroachment into Protected Zone and Retained Trees:** The Project would encroach upon 24 trees and preserve 7 trees. As such, the recommendations provided in the Tree Protection Measures from the Arborist Report for the Palisade Santee Commerce Center Project (prepared by Dudek in April 2023) designed to mitigate impacts from construction encroachment into the protected zone of the preserved and encroached upon trees shall be implemented. These Tree Protection Measures are consistent with best management practices for tree protection on construction sites and would help minimize impacts to preserved and encroached trees. These measures shall be implemented prior to, during, and following construction. This includes measures such as exclusion fencing and worker training to avoid direct impacts to trees, and measures such as irrigation and monthly inspections by a certified arborist to promote the longterm health of retained trees.

2. Riparian Habitat

Threshold: Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Less than significant with mitigation. (Draft EIR, 4.3-15 – 4.3-16) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

Indirect Impacts

Project implementation has the potential to result in indirect impacts to sensitive vegetation communities occurring adjacent to the Project site.

Construction-Related: Sensitive vegetation communities may be indirectly impacted during construction of the proposed Project. Potential short-term or temporary indirect impacts to sensitive vegetation communities resulting from construction activities include inadvertent spillover impacts, including unintentional clearing, trampling, or grading outside of the Project footprint; generation of fugitive dust; changes in hydrology resulting from construction, including sedimentation and erosion; the release of chemical pollutants; and the adverse effect of invasive plant species. These potential construction-related, indirect impacts to sensitive vegetation communities would be potentially significant absent mitigation.

Implementation of **MM-BIO-2** (Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of construction-related indirect impacts to sensitive vegetation communities to less than significant with mitigation incorporated.

Long-Term: Potential long-term, indirect impacts that could result from development near sensitive vegetation communities include chemical releases, such as oils and grease from vehicles that could degrade habitat; increased invasive plant species that may degrade habitat; and trampling of vegetation and soil compaction by humans, which could affect soil moisture, water penetration, surface flows, and erosion. These potential long-term indirect impacts to sensitive vegetation communities would be potentially significant absent mitigation.

Implementation of **MM-BIO-3** (Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of long-term indirect impacts by requiring measures to ensure runoff is not altered from existing conditions and toxicants are not discharged, preparation of landscaping plans that will emphasize native species and not include species from the California Invasive Plant Council's Invasive Plant Inventory, and incorporation of barriers to prevent unauthorized public access to open space areas associated with the San Diego River corridor. Therefore, long-term indirect impacts to sensitive vegetation communities would be reduced to less than significant with mitigation incorporated.

Indirect impacts to riparian habitat or other sensitive communities would be reduced to less than significant with implementation of **MM-BIO-2** and **MM-BIO-3**.

3. Wetlands

Threshold: Would the Project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Finding: Less than significant with mitigation. (Draft EIR, pp. 4.3-16 – 4.3-19) Changes or alterations have been required in, or incorporated into,

the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

Indirect Impacts

Project implementation has the potential to result in indirect impacts to jurisdictional aquatic resources occurring within 500 feet of the Project site associated with the San Diego River.

Construction-Related: Jurisdictional aquatic resources of the United States/state may be indirectly impacted during construction. Potential short-term or temporary indirect impacts to jurisdictional aquatic resources resulting from construction activities could include the generation of fugitive dust; changes in hydrology resulting from construction, including sedimentation and erosion; the release of chemical pollutants; and unintentional clearing, trampling, or grading outside of the proposed construction zone. Construction-related indirect impacts to jurisdictional aquatic resources would be potentially significant absent mitigation.

Implementation of **MM-BIO-2** (Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize construction-related indirect impacts through biological monitoring, requirement of Worker Environmental Awareness Training that will cover the special-status resources and mitigation requirements for the Project, delineation of Project boundaries, implementation of standard dust control measures, development of a Stormwater Pollution Prevention Plan, and requiring all vehicles and equipment to be serviced in designated staging areas. Therefore, construction-related indirect impacts to jurisdictional aquatic resources would be less than significant with mitigation incorporated.

Long-Term: Potential long-term indirect impacts that could result from development near jurisdictional aquatic resources of the United States/state include pollutants that could degrade water quality and habitat; increased invasive plant species that may degrade habitat; and trampling of vegetation and soil compaction by humans, which could affect soil moisture, water penetration, surface flows, and erosion. Long-term indirect impacts to jurisdictional aquatic resources would be potentially significant absent mitigation.

Implementation of **MM-BIO-3** (Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize long-term indirect impacts by requiring measures to ensure runoff is not altered from existing conditions and toxicants are not discharged, preparation of landscaping plans that will emphasize native species and not include species from the California Invasive Plant Council's Invasive Plant Inventory, and incorporation of barriers to prevent unauthorized public access to areas with state and federally protected waterways. Therefore, long-term indirect

impacts to jurisdictional aquatic resources would be less than significant with mitigation incorporated.

Indirect impacts to state or federally protected wetlands would be reduced to less than significant with implementation of **MM-BIO-2** and **MM-BIO-3**.

4. Wildlife Movement

Threshold: Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Finding: Less than significant with mitigation. (Draft EIR, pp. 4.3-19 – 4.3-20) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

Indirect Impacts

Project implementation has the potential to result in indirect impacts to the San Diego River corridor, which occurs adjacent to the Project site and may function as a local wildlife corridor.

Construction-Related: The San Diego River wildlife corridor may be indirectly impacted during construction of the proposed Project. Potential short-term or temporary indirect impacts to biological resources within the San Diego River wildlife corridor resulting from Project construction activities include inadvertent spillover impacts, including unintentional clearing, trampling, or grading outside of the Project footprint; generation of fugitive dust; changes in hydrology resulting from construction, including sedimentation and erosion; the release of chemical pollutants; and the adverse effects of invasive plant species. These potential construction-related, indirect impacts to the San Diego River wildlife corridor would be potentially significant absent mitigation.

Implementation of **MM-BIO-2** (Construction-Related Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of construction-related indirect impacts to the San Diego River wildlife corridor to less than significant with mitigation incorporated. Project construction would be limited to the City's allowable construction hours of 7:00 a.m. and 7:00 p.m. and is not anticipated to require lighting. In the event that construction lighting is required, it would be properly shielded to avoid spillover effects (**MM-BIO-2**).

Long-Term: Potential long-term, indirect impacts that could result from

development near the San Diego River wildlife corridor include chemical releases such as oils and grease from vehicles that could degrade habitat; increased invasive plant species that may degrade habitat; night-time lighting; and trampling of vegetation and soil compaction by humans, which could affect soil moisture, water penetration, surface flows, and erosion. These potential long-term indirect impacts to the San Diego River wildlife corridor would be potentially significant absent mitigation. Because the Project site is located within the City of Santee's industrial zone, the Project's operational noise (e.g., manufacturing, HVAC, truck loading and unloading, etc.) would not change the existing noise levels in the surrounding vicinity and all operational noise levels comply with the City of Santee's noise threshold for industrial land uses. Therefore, long-term operational noise impacts are less than significant.

The Project site contains sources of artificial nighttime light that are typical of a drive-in movie theatre use. In addition, streetlights are present along Wheatlands Court and North Woodside Avenue to the west, south, and east, all of which are sources of nighttime light as well. Other exterior artificial light sources in the immediate vicinity of the Project site include nearby industrial uses bordering the site to the south, east, and west. There are no existing sources of light or glare from the San Diego River abutting the Project site to the north, however, typical residential light sources in the residential neighborhood to the north of the Project site and San Diego River may be visible from the Project site. Implementation of **MM-BIO-3** (Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of long-term indirect impacts from the Project's lighting as it would be designed consistent with the requirements of Section 13.30.030(B) of the Santee Municipal Code, which states that lighting shall be shielded, or recessed, and directed downward and away from adjoining properties.

Implementation of **MM-BIO-3** (Long-Term Indirect Impacts to Special-Status Species, Sensitive Vegetation Communities, and Jurisdictional Aquatic Resources) would minimize the effect of long-term indirect impacts to the San Diego River wildlife corridor by requiring measures to ensure runoff is not altered from existing conditions and toxicants are not discharged, preparation of landscaping plans that will emphasize native species and not include species from the California Invasive Plant Council's Invasive Plant Inventory, and incorporation of barriers to prevent unauthorized public access to open space areas associated with the San Diego River corridor. Therefore, long-term indirect impacts to wildlife corridors would be reduced to less than significant with mitigation incorporated.

Indirect impacts to wildlife corridors would be reduced to less than significant with implementation of **MM-BIO-2** and **MM-BIO-3**.

5. Local Policies and Ordinances

Threshold: Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Finding: Less than significant with mitigation. (Draft EIR, pp. 4.3-20 – 4.3-21) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

The City of Santee's Urban Forestry Ordinance contains tree-related policies, regulations, and generally accepted standards for planting, trimming, and removing trees on public property and public rights-of-way (Santee Municipal Code, Section 8.06 [City of Santee 2020]). The ordinance gives the City of Santee control of all trees, shrubs, and other plantings in any street, park, public right-of-way, landscape maintenance district or easement, or other City-owned property. City of Santee staff review of development plans for the City-owned and maintained property would ensure that the proposed landscaping and maintenance requirements conform to the Urban Forestry Ordinance. The proposed site plan would require removal of 109 trees, encroachment upon 24 trees, and preservation of 7 trees. As such, tree replacement would occur at a 1:1 mitigation ratio with 15-gallon trees, as directed by **MM-BIO-4**. Additionally, measures to minimize damage to the encroachment and preserved trees, as well as recommendations for long-term maintenance and care for trees that will be retained on site, would be included in the Project's Landscape Plan. Therefore, the proposed Project would comply with the Urban Forestry Ordinance, and impacts would be less than significant with mitigation incorporated.

The proposed site plan would require removal of 109 trees, encroachment upon 24 trees, and preservation of 7 trees. As such, tree replacement would occur at a 1:1 mitigation ratio with 15-gallon trees, as directed by **MM-BIO-4**. The proposed Project would comply with the Urban Forestry Ordinance, and impacts would be less than significant with implementation of **MM-BIO-4**.

B. CULTURAL RESOURCES, TRIBAL CULTURAL RESOURCES AND PALEONTOLOGICAL RESOURCES

1. Archaeological Resources

Threshold: Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to State CEQA Guidelines, section 15064.5?

Finding: Less than significant with mitigation. (Draft EIR, p. 4.4-14) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

Dudek's archaeological resources inventory of the Project site indicates that there is moderate potential for the inadvertent discovery of archaeological resources during Project implementation. Although the SCIC records search and the site visit did not identify any archaeological resources within the Project area, there are 20 cultural resources within a one-mile radius of the Project area. Additionally, the NAHC has indicated that known Native American cultural resources are in the vicinity of the Project area. Due to this and the Project's proximity to the bank of the San Diego River, there is an increased potential that Project associated ground disturbance would have the potential to impact unanticipated archaeological resources. For this reason, the Project site should be treated as potentially sensitive for archaeological resources, and Mitigation Measures (MM-) **MM-CUL-1** is required to reduce potential impacts to unanticipated archaeological resources. With incorporation of **MM-CUL-1**, impacts associated with archaeological resources would be less than significant.

MM-CUL-1 In order to mitigate impacts to cultural resources to a level that is less than significant, procedures for proper treatment of unanticipated archaeological finds must comply with the California Environmental Quality Act (CEQA) Guidelines. Adherence to the following requirements during initial earth-disturbing activities will assure the proper treatment of unanticipated archaeological or Native American cultural material:

1. An archaeological monitor and a Kumeyaay Native American monitor shall be present full-time during all initial ground-disturbing activities. If proposed project excavation later present evidence suggesting a decrease in cultural sensitivity, the monitoring schedule can be reduced pending archaeological, Native American, and City consultation.
2. In the event that there is an unanticipated discovery of potentially significant archaeological resources, the archaeological monitor, Native American monitor, construction or other personnel shall have the authority to divert or temporarily halt ground disturbance operations within at least 50 feet (dependent on characteristics of the discovery) in the area of the find. Construction activities may continue in other areas but should be redirected a safe distance from the find. The archaeological monitor shall evaluate and minimally document isolates and clearly non-significant deposits in the field. If the discovery is evaluated and found to be significant under CEQA and avoidance is not feasible, additional work such as data recovery may be warranted. A data recovery plan shall be developed by the qualified archaeologist in consultation with the City and Native American representatives, if applicable. Ground disturbance can continue only after the resources has been properly mitigated and with approval by the City.

2. Human Remains

Threshold: Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?

Finding: Less than significant with mitigation. (Draft EIR, p. 4.4-14) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

No prehistoric or historic burials were identified within or immediately adjacent to the Project site as a result of the CHRIS records search, NAHC Sacred Lands File search, or pedestrian survey. Moreover, the Project site is not part of a dedicated cemetery and as such, the likelihood of disturbing human remains is low. However, the possibility of encountering human remains within the Project site exists. In the unexpected event that human remains are unearthed during construction activities, impacts would be potentially significant. However, in the unlikely event that human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98, pursuant to **MM-CUL-2**. The County Coroner must be notified of the inadvertent discovery immediately. If the remains are determined to be Native American, the County Coroner will notify the NAHC, which will determine and notify an MLD. With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of being granted access to the site. The MLD will have the opportunity to offer recommendations for the disposition of the remains. With incorporation of **MM-CUL-2**, impacts associated with human remains would be less than significant.

MM-CUL-2 In order to mitigate impacts to human remains to a level that is less than significant, procedures for proper treatment of unanticipated discoveries must comply with the California Environmental Quality Act (CEQA) Guidelines. In the event of discovery of unanticipated human remains, personnel shall comply with Public Resources Code Section 5097.98, CEQA Section 15064.5, and Health and Safety Code Section 7050.5 during earth-disturbing activities:

1. If any human remains are discovered, the construction personnel or the appropriate representative shall contact the County Coroner and the City. Upon identification of human remains, no further disturbance shall occur in the area of the find until the County Coroner has made the necessary findings as to origin. If the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted by the property owner or their representative in order to determine proper treatment and disposition of the remains. The immediate vicinity where the Native American human remains are located is not to be damaged or disturbed by further development activity until consultation with the Most Likely Descendant regarding their recommendations as required by California Public Resources Code Section 5097.98 has been conducted. California Public Resources Code Section

5097.98, CEQA Section 15064.5 and Health & Safety Code Section 7050.5 shall be followed.

3. Paleontological Resources

Threshold: Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Finding: Less than significant with mitigation. (Draft EIR, p. 4.4-15)

Explanation:

No paleontological resources were identified within the Project site as a result of the institutional records search, and desktop geological and paleontological review, and the Project site is not anticipated to be underlain by unique geologic features (see Appendices G and H of this EIR). Areas of the Project site underlain by Holocene to Pleistocene alluvial and colluvial deposits have low paleontological sensitivity but may increase at depth. In the event that intact paleontological resources are located beneath the Project site, ground-disturbing activities associated with construction of the Project, such as grading during site preparation and large diameter drilling (more than 2 feet diameter), have the potential to destroy a unique paleontological resource or site. Without mitigation, the potential damage to paleontological resources during construction would be a potentially significant impact. With implementation of **MM-CUL-3**, impacts related to unanticipated discovery of paleontological resources would be reduced to less than significant.

MM-CUL-3 Inadvertent Discovery. Prior to ground-disturbing activities, the qualified paleontologist shall be retained and prepare a WEAT (worker environmental awareness training). The paleontologist, or their designee, shall present the WEAT for the construction crew members informing them of the potential to inadvertently encounter paleontological resources and the proper procedures to be enacted in the event of an inadvertent discovery. The WEAT may be done during a pre-construction meeting or morning tailboard safety meeting as long as it is done prior to ground disturbance. A qualified project paleontologist is a person with a doctorate or master's degree in paleontology or related field and who has knowledge of the County of San Diego paleontology and documented experience in professional paleontological procedures and techniques. The applicant shall ensure that construction personnel attend the training and sign an attendance acknowledgement form. The applicant shall retain documentation demonstrating attendance. The qualified paleontologist shall observe all initial ground disturbing activities including grading and excavation. In the unlikely event that paleontological resources (i.e., fossils) are exposed during construction activities, all construction work occurring within 50 feet of the find shall immediately stop and the lead agency representative contacted. The qualified paleontologist shall review the unanticipated find to determine the significance. If the discovery proves potentially significant under CEQA as determined by the qualified paleontologist, and the area cannot be feasibly avoided, paleontological

monitoring may be warranted at the discretion of the qualified paleontologist.

4. Tribal Cultural Resources

Threshold: Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Public Resources Code section 5024.1?

Finding: Less than significant with mitigation. (Draft EIR, pp. 4.4-14 – 4.4-15) Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the EIR. (State CEQA Guidelines, section 15091(a)(1).)

Explanation:

As part of the *Archeological Resources Inventory Report* (Appendix E), records of the California Historical Resources Information System (CHRIS) and Sacred Lands File (SLF) were reviewed in March 2023. The CHRIS records search included a review of previously identified prehistoric, historical, and built-environment resources; Department of Parks and Recreation (DPR) site records; technical reports; archival resources; and ethnographic references. Additional consulted sources include an online review of Bureau of Land Management (BLM) General Land Office Records, historical topographic (topo) maps, and historic aerial photographs to understand the development of the Project area and surrounding properties over time. The NAHC has indicated that known Native American cultural resources are in the vicinity of the Project area. However, no TCRs have been identified by California Native American tribes as part of the City's AB 52 notification and consultation process. Impacts are considered less than significant. No mitigation is required.

There are no resources on the Project site that have been determined by the City to be significant pursuant to the criteria set forth in PRC Section 5024.1. Further, no TCRs were identified in the Project site by California Native American tribes as part of the City's AB 52 notification and consultation process.

No responses to the AB 52 outreach letters to tribal contacts were received by the City requesting consultation. Although information regarding TCRs has been received by the City, the archaeological sensitivity of the Project site is considered to be moderate. For this reason, the Project site should be treated as potentially sensitive for archaeological resources, and Mitigation Measures (MM-) **MM-CUL-1** is required to reduce potential impacts to unanticipated discovery of cultural

resources and TCRs. Implementation of **MM-CUL-1** would reduce the significance of impacts associated with any potential buried, currently unrecorded/unknown tribal cultural resources to a level of less than significant.

SECTION IV.
IMPACTS THAN CANNOT BE FULLY MITIGATED TO A LESS THAN SIGNIFICANT
LEVEL

The City Council hereby finds that, despite the incorporation of Mitigation Measures identified in the EIR and in these Findings, the following environmental impacts cannot be fully mitigated to a less than significant level and a Statement of Overriding Considerations is therefore included herein:

A. CULTURAL RESOURCES

1. Historical Resources

Threshold: Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to State CEQA Guidelines, section 15064.5?

Finding: Significant and Unavoidable. (Draft EIR, pp. 4.4-13 – 4.4-18) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR. (State CEQA Guidelines, section 15091(a)(3).)

Explanation:

According to CEQA Guidelines §15064.5(a)(3), a lead agency can find a resource historic under CEQA if the resource has been determined to be significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided that the determination is supported by substantial evidence in light of the whole record. CEQA Guidelines §15064.5(a)(3) provides that generally, a resource shall be considered by the lead agency to be “historically significant” if the resource meets the criteria for listing on the California Register of Historical Resources (California Public Resources Code §5024.1), including where the resource embodies the distinctive characteristics of a type, period, region, or method of construction. As explained in the Historic Assessment (Appendix F), the Former Drive-In Theatre has been determined to qualify as a historic resource because it embodies the distinctive characteristics of a type, period, and method of drive-in movie theatre construction during the 1960s-1970s while remaining largely unaltered since its original construction. It was not possible to identify any precedent indicating that a drive-in theater possessing the aforementioned elements and maintaining its original integrity would not qualify as such. While it may be theoretically possible to find an alternative determination, the absence of relevant precedent necessitated a conservative finding that this

Property does, in fact, constitute a historical resource under CEQA (CEQA Guidelines §15064.5(a)(3).)

A “substantial adverse change in the significance of an historical resource” reflecting a significant effect under CEQA means “physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired” (CEQA Guidelines Section 15064.5(b)(1).) Based on the foregoing conservative assumptions, the demolition of the Former Drive-In Theatre would result in a substantial adverse change in the significance of an historic resource under CEQA. Because the Project’s impact would not be reduced below significance threshold, even with implementation of **MM-HIS-1, MM-HIS-2, MM-HIS-3, and MM-HIS-4**, the Project’s historic resource impact would remain significant and unavoidable.

As a resource which has been conservatively determined to be significant on the basis of its design/construction, the Former Drive-In Theatre on the Property is conservatively determined herein to be eligible for listing in the National Register of Historic Places and the California Register of Historical Resources and is therefore conservatively assumed to be a historical resource under CEQA for purposes of environmental review of the Project under CEQA. Since the Project proposes demolition of the Former Drive-In Theatre on the Property, including its structures and parking lots, this undertaking has been conservatively assumed to cause a substantial adverse change in the significance of a historical resource under CEQA.

The below feasible mitigation measures have therefore been recommended to preserve the history and architectural significance of the Former Drive-in Theatre. In this context, recordation of the history of the Former Drive-In Theatre serves a legitimate archival purpose. However, the following mitigation measures will not reduce the impact of the proposed demolition of the Former Drive-In Theatre on the Property to a less-than-significant level under CEQA. Therefore, the impact would remain significant and unavoidable under CEQA.

MM-HIS-1 Prior to the issuance of a demolition permit, the Applicant shall submit a Historic American Buildings Survey (HABS) Level II to the City of Santee for review and approval. This mitigation measure will provide an in-depth record of the Property’s current state, including high-resolution photographs, detailed architectural drawings, and text explaining the drawings and photographs. The (HABS) Level II survey will help preserve a visual and documented history of the Property that may otherwise be lost after demolition. The submitted documentation not only serves to memorialize the Property for future generations but also allows for a future public appreciation of the Property’s significance within the community.

The HABS documentation shall explicitly illustrate the significance of the Santee Drive-In Theatre for archival purposes, as specified below. The HABS will be made available for archival storage to the San Diego County Public Library, the San Diego History Center, and the City of Santee. The HABS shall include the following:

A. Drawings. The HABS documentation shall include measured drawings, including Site Plan, Elevations, and known Construction Details prepared for the following structures/objects: Entrance Sign; Concessions Building; Movie Screens; and Ticket Booths.

B. Photographs. The HABS documentation shall include professional-quality photographic documentation of the Entrance Sign; Concessions Building; Movie Screens; and Ticket Booths prior to any construction on the Property. The photographs should be 35-millimeter black-and-white photographs; 4x6-inch standard format; taken of all four structure/object exterior elevations; and be of archival quality and easily reproducible. Once the HABS documentation is deemed complete, one set of original HABS photographs shall be submitted for archival storage to the San Diego County Public Library, the San Diego History Center, and the City of Santee.

C. Written History and Description. The HABS documentation shall include a written history and description of the Santee Drive-In Theatre, developed in accordance with standards and format meeting the Department of the Interior's National Park Service requirements. The history will begin with a statement of significance supported by the development of the architectural and historical context in which the site was originally constructed and subsequently evolved. The written history will also include an architectural description and bibliographic information. The written history and description will also include a methodology section specifying the name of the researcher, date of research, and sources consulted.

MM-HIS-2 Interpretative Display. Prior to the issuance of the certificate of occupancy for the Project, the Applicant shall work with the City of Santee to create an approximately 24-inch by 48-inch metal plaque or display outlining the history of the Santee Drive-In Theatre, including events and activities associated with the site.

The Applicant shall submit a plan to the City showing the location, size and content of the Interpretive Display. Upon request, the interpretive material shall be made available to schools, museums, archives and curation facilities, libraries, nonprofit organizations, the public, and other interested agencies. Prior to issuance of the certificate of occupancy for the Project, the Interpretive Display shall be installed by the Applicant on the Property or at the new location of the Entrance Sign, as described below. If the Interpretive Display is located on the Property, the Applicant shall record a covenant indicating that the property owner is responsible for implementing the long-term management of the Interpretive Display. If, at the City's discretion, the Interpretive Display is located on off-site property owned by the City, the City shall assume long-term management of the Interpretive Display.

The interpretive display is intended to be placed near the final location of the Entrance Sign, which, as described under Mitigation Measure **MM-HIS-3**, will either be preserved on-site or relocated to an off-site location. By situating the interpretative display in proximity to the Entrance Sign, the public will be able to

gain a deeper understanding of the significance of the Santee Drive-In Theatre, its role in the community, and its history while enjoying the visual backdrop of the Entrance Sign. The combination of the interpretive display and the Entrance Sign will provide visual interest to the community while providing a written context to serve as an educational resource for the community.

MM-HIS-3 Rehabilitation & Relocation of the Entrance Sign. The City and the Applicant may mutually agree to either preserve the Entrance Sign on the Property or relocate it to a City-owned property within the Arts and Entertainment neighborhood. Prior to the issuance of a demolition permit for the Project, the Applicant shall submit a plan to the City of Santee for approval to rehabilitate and temporarily store the Entrance Sign, which consists of the neon tubing outlining the word "Santee," the neon star, and the marquee. The plan, which is to be approved by the City, shall include information and details related to the rehabilitation, temporary storage and ultimate location of the Entrance Sign. Rehabilitation and storage of the Entrance Sign will be undertaken by the Applicant in a manner consistent with the Secretary of the Interior's Standards or other applicable industry standards. If the Entrance Sign is located on the Property, the Applicant shall record a covenant indicating that the property owner is responsible for implementing the long-term management of the Entrance Sign. If the Entrance Sign is located on off-site property owned by the City, the City shall assume long-term management of the Entrance Sign. If the City elects to require the Applicant to place the Entrance Sign and/or interpretative display on a City-owned off-site property, and the City, despite the Applicant's commercially reasonable efforts and through no fault of the Applicant, fails to provide the necessary authorization for the Applicant to begin the relocation of the Entrance Sign prior to the issuance of a Certificate of Occupancy for the project, the City shall not withhold the issuance of the Project's Certificate of Occupancy. Prior the issuance of a Certificate of Occupancy, the City and the Applicant shall mutually determine to reinstall the rehabilitated Entrance Sign at an appropriate location on the project site that is visible to the public from Woodside Avenue with recordation of a covenant by the Applicant indicating that the property owner is responsible for implementing the long-term management of the Entrance Sign. Alternatively, the City and the Applicant shall mutually determine an extended temporary storage plan for the sign with a security from the Applicant to complete the relocation after issuance of the Certificate of Occupancy or an Applicant provided funding mechanism for the City to complete this work.

The Entrance Sign is one of the most recognizable visual elements of the Santee Drive-In Theatre. Preserving this sign as a tangible, physical object ensures that the history of the Drive-In Theatre remains in order to be appreciated and viewed by the public. The Entrance Sign will provide a direct nexus to the history of the Drive-in Theatre and as outlined in Mitigation Measure **MM-HIS-2**, and the Entrance Sign will be complemented by an Interpretive Display. Together, the Entrance Sign and the Interpretive Display will provide historical context, detailing the Drive-In Theatre's history.

MM-HIS-4 Historical Preservation Funding. In the event the Interpretive Display

and Entrance Sign are relocated to City property, the City will be responsible for the long-term management of the Interpretive Display and Entrance Sign. Accordingly, if the Interpretive Display and Entrance Sign are located on City property or moved off of the Project site, after the Applicant completes the rehabilitation, storage, and relocation, the Applicant shall provide a donation to the City of Santee in the amount of \$7,500 (seven thousand five hundred dollars) which is intended to fund the long-term management of the interpretive display and Entrance Sign by the City.

B. TRANSPORTATION

1. VMT

Threshold: Would the Project conflict or be inconsistent with CEQA Guidelines sections 15064.3, subdivision (b)?

Finding: Significant and Unavoidable. (Draft EIR, pp. 4.12-24 – 4.12-32; Final EIR, p. REVISIONS-3.) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR. (State CEQA Guidelines, section 15091(a)(3).)

Explanation:

The Project would generate VMT in excess of the significance threshold even with the implementation of mitigation, as discussed below.

VMT Screening

The requirements to prepare a detailed transportation VMT analysis apply to all discretionary land development projects that are not exempt from CEQA, except those that meet at least one of the transportation screening criteria described below. A project that meets at least one of the screening criteria per City's VMT guidelines below would be presumed to have a less than significant VMT impact due to project characteristics and/or location.

Projects Located in a Transit-Accessible Area

Projects located within a half-mile radius of an existing major transit stop or an existing stop along a high-quality transit corridor² may be presumed to have a less-than-significant impact absent substantial evidence to the contrary. A map of existing major transit stops and existing stops along high-quality transit corridors is provided in Appendix D of the City's VMT guidelines. The proposed Project is not located within a half-mile radius of an existing transit priority area or an existing stop along a high-quality transit route, therefore it cannot be screened out using this criteria.

Small Projects

Projects generating 500 or fewer net new daily vehicle trips may be presumed to have a less-than significant impact absent substantial evidence to the contrary. Trips are based on the number of vehicle trips calculated using SANDAG's (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (SANDAG 2002) or ITE trip generation rates with any alternative modes/location-based adjustments applied. As shown in Section 4.12.3, the Project would generate 1,440 PCE daily trips, therefore would not be considered a small project and cannot be screened out using this criteria.

Local Serving Retail Projects

Local serving retail generally improves the convenience of shopping close to home and has the effect of reducing vehicle travel. Local serving retail projects less than 50,000 square feet that are expected to draw approximately 75% of customers from the local area (roughly 3-miles) are presumed to have a less than significant impact absent substantial evidence to the contrary. Retail projects that are between 50,000 square feet and 125,000 square feet with similar customer attraction (approximately 75% from local area) may also be presumed locally serving. The Project does not propose retail uses; therefore, it cannot be screened out using this criteria.

Local Serving Public Facilities

Public facilities that serve the surrounding community or public facilities that are passive use may be presumed to have a less-than-significant impact absent substantial evidence to the contrary. Transit centers, public schools, libraries, post offices, park-and-ride-lots, police and fire facilities, parks and trailheads, government offices, passive public uses and other public uses are considered local serving public facilities. The Project does not propose local serving public facilities; therefore, it cannot be screened out using this criteria.

Redevelopment Projects with Lower Total VMT

A redevelopment project may be presumed to have a less-than-significant impact absent substantial evidence to the contrary if the proposed project's total project VMT is less than the existing land use's total VMT and the CEQA action includes closing the existing land use. Although the Project would redevelop an existing site, this criterion was not applied to the Project.

Infill Affordable Housing

City of Santee presumes deed-restricted affordable housing projects that meet the following conditions meet the City's screening criteria and would not require a VMT analysis.

- Is an infill project (note that most of the City of Santee is presumed to be an infill location);

- Consists of a minimum of 52% affordable housing;
- Is within 1/2 mile radius of a transit stop or station; and
- Project-provided parking does not exceed parking required by the City's Municipal Code

The Project does not propose infill affordable housing; therefore, it cannot be screened out using this criteria. Projects in a VMT-Efficient Area

A VMT-efficient area is any area within the City with an average VMT/capita or VMT/employee below the thresholds as compared to the baseline City/Regional VMT per capita for the TAZ that the project is located within. VMT efficient areas are accessed through SANDAG's SB743 VMT maps³.

The Project site is within Census Tract 166.07 under the current SANDAG Travel Demand model. Based on the San Diego Region SB743 VMT Maps and using the City's criteria for evaluation of Industrial projects, the Project is within a high-VMT generating area for VMT per employee (i.e., greater than or equal to the regional mean). Compared to the regional mean of 18.9 VMT per employee, the VMT per employee of the Project's census tract is 22.2 VMT.

Therefore, it can be inferred that the proposed Project is not located in a VMT-efficient area and would therefore result in a significant VMT impact.

VMT Threshold of Significance

The significant thresholds and specific VMT metrics used to measure VMT are described by land use type below:

Industrial Employment projects located within a VMT-efficient area may be presumed to have a less than-significant impact absent substantial evidence to the contrary. A VMT-efficient area for industrial employment projects is any area with an average VMT/employee at or below the baseline regional average for the TAZ that the project is located within.

Project VMT Analysis

Since the Project's daily trip generation estimate would be below 2,400 average daily trips, and the Project's census tract includes other employee-based uses, a project-specific model run by SANDAG would not be required. The results of the SANDAG SB 743 VMT maps have been used in the Project's VMT analysis. Compared to the regional mean of 18.9 VMT per employee, the VMT per employee of the Project's census tract is 22.2 VMT. Because the Project's VMT is higher than the regional average of the census tract it is located within, the Project would result in a significant VMT impact. Table 4.12-2 provides Project's VMT summary. Figure 4.12-7 illustrates the SANDAG SB 743 VMT Map for the Project site.

To mitigate a project's VMT impacts, the project applicant must reduce VMT, which

can be done by either reducing the number of automobile trips generated by the project or by reducing the distance that people drive. The following strategies are available to achieve this:

1. Modify the project's built environment characteristics to reduce VMT generated by the project.
2. Implement TDM measures to reduce VMT generated by the project.

Strategies that reduce single-occupant automobile trips or reduce travel distances are called Transportation Demand Management (TDM) strategies. The City VMT guidelines recommend using strategies from the California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (2021) (GHG Reduction Handbook) and the SANDAG Mobility Management Guidebook/VMT Reduction Calculator Tool.

The following table includes TDM strategies from CAPCOA 2021 and their applicability to the Project. Based on the review of applicable trip reduction measures to the Project, following measures as part of T-5 Commute Trip Reduction Program have been selected to calculate possible reduction:

T-5 Implement Commute Trip Reduction (CTR) Program to include the following measure and estimated Project VMT reduction (in %):

- T-7 Implement Commute Trip Reduction Marketing (4%)
- T-8 Provide Ridesharing Program (4%)
- T-9 Implement Subsidized or Discounted Transit Program (0.74%)
- T-10 Provide End of Trip Bicycle Facilities (0.57%)
- T-18 Provide Pedestrian Network Improvements (2.51%)

See Appendix B of Appendix L of this EIR for calculation of project VMT reduction % corresponding to measures T7, T-8, T-9, T-10, and T-18.

To calculate VMT reduction under each component, the following formula is used:

$$\text{VMT Reduction\%} = 1 - [(1 - 4\%) * (1 - 4\%) * (1 - 0.74\%) * (1 - 0.57\%)*(1 - 2.51\%)] = 11.3\%$$

A VMT reduction of 11.3% would be achieved through the implementation of CTR measures. A reduction of 15% is required to reduce the VMT per employee to at or below regional level. As shown in Section 4.12.5, **MM-TRA-1 Trip Reduction Program** would be implemented by the Project's tenants to reduce the Project's VMT and **MM-TRA-2 Construction of Sidewalk** would improve pedestrian network connectivity in the area. Because the Project's VMT would not be reduced to below significance threshold even with the implementation of **MM-TRA-1 and**

MM-TRA-2, the Project's VMT impact would remain significant and unavoidable.

As described in response to Threshold 4.12b, based on the VMT reduction results, implementation of the TDM Program and sidewalk improvements are anticipated to reduce the VMT per-capita generated per employee by 11.3%. Thus, with implementation of the TDM Program, the Project is anticipated to reduce VMT per employee by 11.3%. Because the mitigation measures would not fully reduce the VMT per employee to less than significant levels (i.e. 15% or more), the impact is only partially mitigated, and the Project is considered to have a significant and partially mitigated impact. Therefore, even with implementation of **MM-TRA-1** and **MM-TRA-2**, impacts related to VMT would be significant and unavoidable.

MM-TRA-1 Trip Reduction Program: Prior to the issuance of first Certificate of Occupancy, the Project tenant will prepare a Trip Reduction program. The program shall include the following components:

1. Implement Commute Trip Reduction Marketing:

- a. Set-up a Transportation Kiosk, either physically on-site or online, with transportation information that employees could access at work or on their smart phones or personal computers. If an online kiosk, information can be available on the company's website (or intranet, or internal website). The Project developer or property manager will have responsibility for setting up and maintaining the information center. The Transportation Kiosk will have site-specific information about all the measures, services, and facilities discussed in this Program. In addition, the information center will include:
- b. A summary of local bus routes and local bicycle facilities to provide further information about their routes and schedules and the incentive programs available to transit users.
- c. Information about ride matching services (SANDAG - Bike Services) and on-site ride matching) and the incentive programs available to carpools.
- d. Information about services such as Uber, Lyft, and other on-demand transportation services.
- e. A local bikeways map and bicycling resources
- f. Availability of bicycle parking such as lockers and amenities including bike pumps, repair stations, full coverage lighting and security cameras.
- g. Information about bicycle education classes taught by certified league instructors from the San Diego County Bicycle Coalition.

2. Provide Ridesharing Program: The Project tenant will promote ride-sharing programs through a multi-faceted approach, such as designating a certain percentage of parking spaces for ride-sharing vehicles, designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles,

and/or providing a website or message board for coordinating rides. A designated employee may partner with SANDAG to use programs such as SANDAG Vanpool, Employer Commuter Program and Guaranteed Ride Home.

3. Implement Subsidized or Discounted Transit Program: The Project tenant would provide or reimburse the cost of monthly transit passes (such as Pronto card or mobile app) to the employees who use bus or rail transit to work to create incentive programs that reward employees for utilizing non-single occupancy vehicles to commute.

4. Provide End of Trip Bicycle Facilities: The Project will provide at least 15 bicycle parking spaces per City's parking code requirement⁴. Where possible, appropriate designed electrical outlets will be included near the bicycle racks for charging electric bicycles (E-bikes).

MM-TRA 2 Construction of Sidewalk: The Project will construct a new sidewalk along a portion of N. Woodside Avenue to create a continuous sidewalk along N. Woodside Avenue where it intersects the SR-67. Together, with the sidewalk constructed per PDF-TRA-1, this will be a total of 990 linear feet of new sidewalk. If the applicant, despite commercially reasonable efforts, is unable to obtain the necessary permits to construct the portion of sidewalk located outside of the City of Santee's right-of-way, the applicant will have an additional six months following the issuance of the Certificate of Occupancy to complete that portion. If, at the end of that six-month period, the applicant is still unable to construct the sidewalk due to the continued inability to obtain the required permits, the project will pay an in-lieu fee in the amount of \$50,000 to the City to complete this work.

SECTION V. **CUMULATIVE IMPACTS**

Regarding the Project's potential to result in cumulative impacts, the City hereby finds as follows:

A. AESTHETICS

Threshold: Would the Project have a substantial adverse effect on a scenic vista?

The geographic area for the consideration of cumulative impacts to scenic vistas is the Project viewshed. The Project was determined to have less than significant impacts to views from the San Diego River Trail/Walker Preserve Trail and views from Sandy Drive toward Rattlesnake Mountain. The Project site and future industrial/warehouse building development would not be visible from the projects considered in the cumulative analysis. The closest project to the San Diego River Trail/Walker Preserve Trail, Project #12 (23,303 sf County Animal Shelter on Riverview Parkway), would not be visible from the San Diego River Trail/Walker Preserve Trail due to the presence of intervening vegetation, development, and terrain. While most cumulative projects would not be visible from the San Diego River/Walker Preserve Trail, the Carlton Oaks Golf Course and Parkvue project

would be located adjacent to and visible from the River. Also, based on location and presence of intervening vegetation and structures, development of the cumulative projects under consideration would not result in a potentially significant impact onto views of Rattlesnake Mountain. While the Project site and all projects in the cumulative scenario would have some semblance of visibility from Rattlesnake Mountain and prominent terrain in its surrounding preserve, development at these sites would be viewed alongside existing development in the broad, urbanized landscape of the Santee. Thus, the Project's contribution to substantial changes to scenic vistas would not be cumulatively considerable.

Threshold: Would the Project substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

There is one officially designated state scenic highway partially within Santee, State Route (SR) 52 as it travels adjacent to Mission Trails Regional Park (approximately Santo Road in San Diego to Mast Boulevard in Santee). SR-52 (from Mast Boulevard in Santee to SR-67 in Santee) is an eligible state scenic highway within Santee. The Project is located approximately four miles east of the designated portion of SR 52 and approximately one mile north of the eligible portion of SR 52. Based on this distance and intervening natural topography and development, the Project site is not located within the viewshed of either segment of SR 52. While there are multiple cumulative projects along the eligible portion of SR 52, these are located within areas of existing development and would not substantially impact the viewshed of this eligible segment. Thus, the Project's contribution to substantial changes to scenic vistas would not be cumulatively considerable.

Threshold: In non-urbanized areas, would the Project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?

The City of Santee shares a border with the City of El Cajon, and because the two cities' combined population exceeds 100,000 persons, the City of Santee is considered an urbanized area per CEQA, and the first question of this threshold does not apply to the Project, as it is directed at non-urbanized areas (DOF 2023).

The Project would undergo review by City Staff for a new building within the Light Industrial zone (Section 13.14.040 of the Santee Municipal Code). Further, the proposed building would be visually compatible with existing warehouse and business park structures on neighboring properties and would be consistent with the site's existing General Plan land use designation and zoning code. Presumably, as development occurs elsewhere throughout the City, any proposal to change the development intensity to exceed maximum design standards for a specific property would be resolved through an amendment to the applicable land use plan and/or obtainment of a conditional use permit.

Any action involving an amendment would be subject to CEQA and the amendment and evaluation of consistency with scenic quality regulations would be reviewed on a case-by-case basis. Should any amendment or proposed exceedance result in a significant environmental effect to visual character and quality, mitigation measures would be identified to reduce those impacts. Based on the evaluation presented above, the project's contribution to any conflicts with applicable zoning and other regulations governing scenic quality would not be cumulatively considerable.

Threshold: Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Construction night lighting was determined to be less than significant. Night construction is not anticipated to be required as Project construction would be limited to the City's allowable construction hours of 7:00 a.m. and 7:00 p.m. Project operational lighting is designed consistent with the requirements of Section 13.30.030(B) of the Santee Municipal Code and more specifically, exterior lighting on the Project site would result in the adequate lighting of parking areas and would cast light downward where most lighting would fall onto the site (offsite light trespass would be minimal). Further, all measurable lighting (i.e., 0.1-foot candles or greater) would generally be contained within the site boundary. Regarding glare, the majority of the exterior building surfaces would consist of painted concrete (i.e., tilt-up concrete walls) and would not generate glare.

Similar to the Project, all projects considered in the cumulative scenario would be required to adhere to the City's allowable construction hours and with the requirements of Section 13.30.030(B) of the Santee Municipal Code. The cumulative projects are also generally located in/near residential areas and would be required to closely adhere to City standards to ensure that nearby residential land uses are not substantially affected by new sources of lighting and glare. Regarding glare, cumulative projects would include exterior lighting and typical sources of potential glare associated with the types of development. Specifically, cumulative projects would incorporate glass in exterior or site structures and would be required to disclose (through the City's entitlement process) specifications of building materials and evaluate the potential for building materials to result in substantial glare. The new developments in the cumulative scenario would not traditionally include reflective glass or other highly reflective building materials.

Thus, the Project's contribution to substantial effects of light and glare would not be cumulatively considerable.

(DEIR, pp. 6-6 – 6-7.)

B. AIR QUALITY

In analyzing cumulative air quality impacts from a project, the analysis must specifically evaluate the project's contribution to the cumulative increase in pollutants for which the San Diego Air Basin (SDAB) is designated as

nonattainment for the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). If the project does not exceed thresholds and is determined to have less than significant project-specific impacts, it may still contribute to a significant cumulative impact on air quality if the emissions from the project components, in combination with the emissions from other proposed or reasonably foreseeable future projects, are in excess of established thresholds. However, a project would only be considered to have a significant cumulative impact if its contribution accounts for a significant proportion of the cumulative total emissions (i.e., it represents a “cumulatively considerable contribution” to the cumulative air quality impact).

Additionally, for the SDAB, the Regional Air Quality Strategy (RAQS) serves as the long-term regional air quality planning document for the purpose of assessing cumulative operational emissions within the basin to ensure the SDAB continues to make progress toward NAAQS and CAAQS attainment status. As such, cumulative projects located in the San Diego region would have the potential to result in a cumulative impact to air quality if, in combination, they would conflict with or obstruct implementation of the RAQS. Similarly, individual projects that are inconsistent with the regional planning documents on which the RAQS is based would have the potential to result in cumulative impacts if they represent development beyond regional projections.

Threshold: Conflict with or obstruct implementation of the applicable air quality plan?

As discussed in Section 4.2.4, the Project is consistent with the underlying land use and zoning for the Project site. Therefore, the Project source emissions are not anticipated to result in air quality impacts that were not previously envisioned in the growth projections and RAQS, and implementation of the Project would not result in development in excess of that anticipated in local plans or increases beyond those contemplated by SANDAG. Because the proposed land use and associated vehicle trips are anticipated in local air quality plans, the Project would be consistent at a regional level with the underlying growth forecasts in the RAQS.

The SDAB has been designated as a federal nonattainment area for O₃ and a state nonattainment area for O₃, PM₁₀, and PM_{2.5}. PM₁₀ and PM_{2.5} emissions associated with construction generally result in near-field impacts. The nonattainment status is the result of cumulative emissions from all sources of these air pollutants and their precursors within the SDAB. As shown in Table 4.2-9 of this EIR, the emissions of all criteria pollutants from the Project’s construction would be below the significance levels. Construction would be short term, temporary in nature, and activities would be considered typical of an industrial project. Once construction is completed, construction-related emissions would cease. Operational emissions generated by the Project would not result in emissions that exceed significance thresholds for any criteria air pollutant.

Regarding long-term cumulative operational emissions in relation to consistency with local air quality plans, the state implementation plan (SIP) and RAQS serve

as the primary air quality planning documents for the state and SDAB, respectively. The SIP and RAQS rely on San Diego Association of Governments (SANDAG) growth projections based on population, vehicle trends, and land use plans developed by the cities and by the County as part of the development of their general plans. Therefore, projects that propose development that is consistent with the growth anticipated by local plans would be consistent with the SIP and RAQS and would not be considered to result in cumulatively considerable impacts from operational emissions. As shown in Table 4.2-10 of this EIR and discussed in Section 2.5.1 of Appendix B, the Project's operational emissions would be below the significance levels. Thus, it would be consistent at a regional level with the underlying growth forecasts in the SIP and RAQS.

Therefore, the Project's adverse effects from short-term construction emissions and long-term operational emissions would not be cumulatively considerable.

Threshold: Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?

As discussed previously, air pollution by nature is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development, and the San Diego Air Pollution Control District (SDAPCD) develops and implement plans for future attainment of ambient air quality standards. The potential for the Project to result in a cumulatively considerable impact, specifically, a cumulatively considerable new increase of any criteria pollutant for which the project region is nonattainment under an applicable NAAQS and/or CAAQS is addressed in response to Threshold 4.2.4-B (see Section 4.2, Air Quality, of this EIR). Consistent with the finding for the Project, the cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment would be less than significant during construction and operation for cumulative impacts. Therefore, the Project's adverse effects related to a net increase of any criteria pollutant for which the Project region is non-attainment would not be cumulatively considerable.

Threshold: Expose sensitive receptors to substantial pollutant concentrations?

As discussed in response to Threshold 4.2.4-C regarding sensitive receptors, the Project would result in a less-than-significant impact for construction-related and operational impacts. The Project would also not cause or create a carbon monoxide (CO) hotspot. The Project would not emit substantial quantities of criteria pollutant emissions or toxic air contaminants (TACs) during operation. The impact of the Project, in addition to growth within $\frac{1}{2}$ -mile of the Project could further increase the exposure of air quality pollutants to sensitive receptors. Most of the cumulative projects within Table 6-2 are residential or commercial, and the majority of their emissions (mobile sources) are offsite. Emissions during construction would disperse rapidly from the project sites and generally occur at magnitudes that would not affect substantial numbers of people. Consistent with the significance finding for the Project, during construction there would be a less than

significant cumulative impact related to exposure of sensitive receptors to substantial pollutant concentrations from TACs. Consistent with the significance finding for the Project, during operation there would be a less than significant cumulative impact related to exposure of sensitive receptors to substantial pollutant concentrations from TACs. Therefore, the Project's adverse effects related to exposing sensitive receptors to substantial pollutant concentrations would not be cumulatively considerable.

Threshold: Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

As discussed in response to Threshold 4.2.4-D in Section 4.2, Air Quality, of this EIR, the Project would result in a less than significant impact regarding emissions, such as odors during construction and operation, that would adversely affect a substantial number of people. Odor impacts are generally limited to the immediate area surrounding the source. SDAPCD Rule 51 (Nuisance) also prohibits emission of any material that causes nuisance to a considerable number of persons or endangers the comfort, health, or safety of any person.

The Project would not include operations of agricultural uses, wastewater treatment plants, food processing facilities, chemical plants, composting, refineries, landfills, dairies, or fiberglass molding facilities. As such, the Project is not expected to produce any nuisance odors due to its operation. In the event the Project is required to obtain a permit from SDAPCD, SDAPCD staff would review the Project for potential odor nuisance, and conditions may be applied (or control equipment required) where necessary to prevent occurrence of public nuisance. All cumulative projects would undergo project-specific evaluation during project application process that would identify and potential emissions or odor-causing uses. Should any potentially significant impacts be identified in those project-specific evaluations, mitigation would be implemented to reduce impacts to a less-than-significant level. Because the Project was determined to have no significant impacts regarding emissions that would adversely affecting a substantial number of people, the Project's impacts would not be cumulatively considerable.

(DEIR, pp. 6-7 – 6-9.)

C. BIOLOGICAL RESOURCES

Threshold: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

As described in Section 4.3, Biological Resources, of this EIR, no direct impacts would occur to special-status plant or wildlife species with Project implementation; however, the Project could result in direct and indirect impacts to nesting birds and nesting bird habitat. Project implementation also has the potential to result in indirect impacts to special-status wildlife species; specifically, least Bell's vireo,

yellow-breasted chat, and yellow warbler, as well as special-status plant species occurring within the San Diego River corridor. Mitigation proposed for the Project would avoid and minimize the potential for direct and indirect impacts to these resources to a less-than-significant level (See Section 4.3 of this EIR). There are approximately six projects identified by the City of Santee's Active Projects Log that are in various stages of development (i.e., under construction, approved – not built, or pending entitlement) located adjacent to the San Diego River. Similar to the proposed Project, these cumulative projects have the potential to result in indirect impacts to special-status plant or wildlife species located within the San Diego River. All projects, including the proposed Project, would be required to comply with applicable federal and/or state regulations that provide protections for special-status plant and wildlife species, such as FESA or CESA. In addition, projects that affect special-status species may require approval from USFWS and/or CDFW. If significant impacts occur from a particular cumulative project, it is expected that project-specific mitigation measures would be implemented to avoid or minimize impacts to the extent feasible and in compliance with applicable federal and/or state regulations.

Furthermore, the Project site is within the boundaries of the MSCP Plan (City of San Diego 1998). The Draft Santee MSCP Subarea Plan, once finalized, will contribute to the regional MSCP for preservation, mitigation for impacts, and conservation of sensitive biological resources within San Diego County. The Draft Santee MSCP Subarea Plan is also intended to provide cumulative mitigation for impacts to Covered Species within the City of Santee's jurisdiction and to ensure sufficient biological resources are conserved to assist in the conservation and recovery of Covered Species under the MSCP. Therefore, any project within the City of Santee, including the proposed Project, would be required to be consistent with the Draft Santee MSCP Subarea Plan. Because cumulative projects and the proposed Project would be required to meet or exceed MSCP requirements directed toward regional conservation, and project-specific mitigation measures would be implemented, as required, to avoid or minimize potential impacts to sensitive plant and wildlife species, all projects within the boundaries of the MSCP Plan would contribute to species recovery. Therefore, the proposed Project's contribution to adverse effects on species within the MSCP would not be cumulatively considerable.

Threshold: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

There is no riparian habitat and there are no sensitive vegetation communities with CDFW state rankings of 1, 2, or 3 within the Project site. Permanent impacts to non-native grassland would typically require mitigation to comply with regional MSCP conservation goals (City of San Diego 1998) and the Draft Santee Subarea Plan. However, because the Project's impact to non-native grassland is very minimal (0.27 acres) and this vegetation community is highly disturbed and dominated by annual forb species, direct impacts to non-native grassland would

be less than significant with Project implementation. Project implementation has the potential to result in indirect impacts to riparian habitat and sensitive vegetation communities occurring adjacent to the Project site within the San Diego River corridor; therefore, mitigation measures are proposed that would avoid and minimize the potential for indirect impacts to these resources, which would mitigate potential indirect impacts to less than significant. There are approximately six projects identified by the City of Santee's Active Projects Log that are in various stages of development (i.e., under construction, approved – not built, or pending entitlement) located adjacent to the San Diego River. Similar to the proposed Project, these cumulative projects have the potential to result in indirect impacts to sensitive natural communities or riparian habitat located within the San Diego River. However, similar to the Project, other cumulative projects located within the MSCP would be required to meet or exceed MSCP requirements directed toward regional conservation and that project-specific mitigation measures would be implemented, as required, to avoid or minimize potential direct or indirect impacts to riparian habitat or other sensitive natural communities to a level of less-than-significant. Therefore, the Project's contribution to adverse effects on riparian habitat or other sensitive natural communities with implementation of the Project's mitigation measures would not be cumulatively considerable.

Threshold: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

All projects, regardless of which local jurisdiction they occur in would be required to comply with all applicable regional or local tree preservation policies or ordinances, such as the City of Santee Urban Forestry Ordinance. The ordinance gives the City of Santee control of all trees, shrubs, and other plantings in any street, park, public right-of-way, landscape maintenance district or easement, or other City owned property. City review and approval of development plans for the proposed Project and other cumulative projects would ensure that any proposed tree removal must conform to the applicable requirements of the Urban Forestry Ordinance and/or zoning codes. The Project does not conflict with any objectives or policies as presented in the Conservation Element of the Santee General Plan. Project implementation would require removal and encroachment upon most onsite trees. Therefore, implementation of mitigation is required, which would ensure compliance with the City's Urban Forestry Ordinance to reduce the impact to less than significant. However, similar to the Project, cumulative projects would be required to comply with all applicable regional or local policies or ordinances as a condition of project approval. Therefore, the Project's contribution to conflicts with any local policies or ordinances protecting biological resources would not be cumulatively considerable.

Threshold: Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The Project site is within the boundaries of the MSCP Plan (City of San Diego 1998) and the Draft Santee MSCP Subarea Plan. Although the Draft Santee MSCP

Subarea Plan has not yet been approved or permitted, it is used as the guidance document for projects occurring within the City of Santee. All Project impacts would occur outside of the Draft Santee MSCP Subarea Plan Preserve area. However, the Project site is adjacent to Preserve areas associated with the San Diego River corridor. Mitigation measures are proposed to prevent any indirect impacts to special-status species, sensitive vegetation communities, and jurisdictional aquatic resources associated with the San Diego River Preserve (see Section 4.3 of this EIR). Similar to the Project, cumulative projects located adjacent to the San Diego River Preserve identified in the Draft Santee MSCP Subarea Plan have the potential to result in indirect impacts to special-status species, sensitive vegetation communities, and/or jurisdictional aquatic resources. Any project within the MSCP Plan Area, including the proposed Project, would be required to be consistent with the MSCP. Because all projects within the MSCP Plan Area would be required to meet or exceed MSCP requirements directed toward regional conservation, and project-specific mitigation measures would be implemented to reduce impacts to sensitive plant and wildlife species to a level of less than significant, all projects would contribute to the attainment of conservation goals identified in regional or local HCPs. Therefore, the Project's contribution to conflicts with an adopted HCP or NCCP would not be cumulatively considerable.

(DEIR, pp. 6-9 – 6-11.)

D. CULTURAL RESOURCES, TRIBAL CULTURAL RESOURCES, PALEONTOLOGICAL RESOURCES

Threshold: Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Because all significant historic resources are unique and nonrenewable members of finite classes, meaning there are a limited number of significant historical resources, all adverse effects erode a dwindling resource base. The loss of any one historical site could affect the scientific value of others in a region because these resources are best understood in the context of the entirety of the historic system of which they are a part. All cumulative projects have or will be evaluated for any project-specific impacts related to historic resources, with mitigation implemented for any potentially significant impacts.

As discussed in Section 4.4, Cultural, Tribal Cultural, and Paleontological Resources, the former Drive-In Theatre on the site appears eligible for listing in the National Register of Historic Places and the California Register of Historical Resources and is assumed to be a historical resource under CEQA (CEQA Guidelines §15064.5(a)(3). Implementation of the project would demolish the existing Drive-In Theatre structures on the Project site. As explained in the Historic Assessment (Appendix F), the Former Drive-In Theatre on the Project site has been determined to embody the distinctive characteristics of a type, period, and method of drive-in movie theatre construction during the 1960s-1970s. As described in Section 4.4 of this EIR, mitigation measures **MM-HIS-1** through **MM-HIS-4** would partially mitigate the project's impacts on this historic resource,

though not to a less than significant level. Because the project would result in the loss of a historic resource, the project's incremental contribution to loss of historic resources would be cumulatively considerable; therefore, the Project's contribution to the loss of historical resources would be a significant and unavoidable cumulative impact.

Threshold: Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Dudek's archaeological resources inventory included a records search and site visit that assured no known archaeological resources were present or would be adversely changed with the implementation of the Project. However, there exists a moderate potential for the inadvertent discovery of archaeological resources during Project implementation due to the presence of archaeological resources within a one-mile radius of the Project area, a positive search of the Native American Heritage Commission's Sacred Lands File (positive results indicate the presence of Native American cultural resources within one-mile of the Project area, and not necessarily directly within the Project area), and the Project's proximity to the bank of the San Diego River. Implementation of the Project, in combination with cumulative projects, would involve ground-disturbing activities which could result in discovery of or damage to previously undiscovered archaeological resources as defined in State CEQA Guidelines Section 15064.5. This could result in potentially significant cumulative impacts to previously undiscovered or unrecorded archaeological sites and materials. However, when considered in combination with the impacts of other projects in the cumulative scenario, the project would not be cumulatively considerable because implementation of Mitigation Measures **(MM-) CUL-1** would reduce project impacts associated with accidental damage to unknown resources to a less-than-significant level. Therefore, the Project's potential contribution to impacts related to previously undiscovered archaeological resources would not be cumulatively considerable.

Threshold: Disturb any human remains, including those interred outside of dedicated cemeteries?

No prehistoric or historic burials were identified within or immediately adjacent to the Project site as a result of the CHRIS records search, NAHC Sacred Lands File search, or pedestrian survey. Moreover, the Project site is not part of a dedicated cemetery and as such, the likelihood of disturbing human remains is low. However, the possibility of encountering human remains within the Project site exists. Future proposed projects within the surrounding Project area could potentially disturb human remains. With incorporation of **MM-CUL-2**, impacts associated with human remains would be less than significant. As such, the Project's potential contribution to impacts related to potential to disturb human remains would not be cumulatively considerable.

Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of

the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Dudek's cultural resources inventory included a records search, NAHC Sacred Lands File search, and site visit with a Native American monitor, none of which identified a known tribal cultural resource within the Project area. Further, the City did not receive any notice that tribal cultural resources were within the Project area through AB 52 consultation requests. As such, Project implementation will not have an adverse change to any known tribal cultural resources. However, there is a potential that unknown (buried) tribal cultural resources may be adversely changed during Project implementation. Cumulative projects within the surrounding Project area could potentially contribute to cumulative adverse changes to tribal cultural resources. As tribal cultural resources are often found along waterways and many of the cumulative projects are near the river, there is a strong possibility that cumulative projects could affect tribal cultural resources. Implementation of **MM-CUL-1** would reduce Project impacts associated with accidental damage to currently unrecorded/unknown tribal cultural resources to a level of less than significant. Therefore, the Project's potential contribution to impacts related to unknown tribal cultural resources would not be cumulatively considerable.

Threshold: Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Dudek's cultural resources inventory included a records search, NAHC Sacred Lands File search, and site visit with a Native American monitor, none of which identified a known tribal cultural resource within the Project area. Further, the City did not receive any notice that tribal cultural resources were within the Project area through AB 52 consultation requests. As such, Project implementation will not have an adverse change to any known tribal cultural resources.

However, there is a potential that unknown (buried) tribal cultural resources may be adversely changed during Project implementation. Cumulative projects within the surrounding Project area could potentially contribute to cumulative adverse changes to tribal cultural resources. As tribal cultural resources are often found along waterways and many of the cumulative projects are near the river, there is a strong possibility that cumulative projects could affect tribal cultural resources. Implementation of **MM-CUL-1** would reduce Project impacts associated with accidental damage to currently unrecorded/unknown tribal cultural resources to a

level of less than significant. Therefore, the Project's potential contribution to impacts related to unknown tribal cultural resources would not be cumulatively considerable.

Threshold: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Potential cumulative impacts to paleontological resources would result from projects that combine to create an environment where fossils, exposed on the surface, are vulnerable to destruction by earthmoving equipment, looting by the public, and natural causes such as weathering and erosion. The majority of impacts to paleontological resources are site-specific and are therefore generally mitigated on a project-by-project basis. Cumulative projects would be required to assess impacts to paleontological resources. Additionally, as needed, projects would incorporate individual mitigation for site-specific geological units present on each individual project site. Furthermore, the Project does not propose construction (including grading/excavation) or design features that could directly or indirectly contribute to an increase in a cumulative impact to paleontological resources, as implementation of **MM-CUL-3** would ensure any significant paleontological resources uncovered during Project excavations would be properly analyzed and salvaged by the on-site paleontological monitor. Therefore, the Project, in combination with past, present, and reasonably foreseeable future projects in the Project vicinity, would result in less-than-significant cumulative impacts to paleontological resources, and no further mitigation measures are required. Moreover, it is reasonable to assume that potential impacts from implementation of cumulative projects to paleontological resources would be avoided and/or mitigated with implementation of a paleontological mitigation program during excavations into paleontologically sensitive geological units. Therefore, the Project's potential contribution to impacts related to paleontological resources would not be cumulatively considerable.

(DEIR, pp. 6-11 – 6-14.)

E. ENERGY

Threshold: Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?

Threshold: Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Cumulative projects that could exacerbate the Project's impacts include any projects that could result in wasteful, inefficient, or unnecessary use of energy. However, the City would require cumulative projects, as applicable, to conform to current federal, state, and local energy conservation standards, including the California Energy Code Building Energy Efficiency Standards (24 CCR Part 6), the CALGreen Code (24 CCR Part 11), and SB 743.

As a result, the Project, in combination with other reasonably foreseeable projects, would not cause a wasteful use of energy or other non-renewable natural resources. Therefore, the energy demand and use associated with the Project and cumulative projects would not substantially contribute to a cumulative impact on existing or proposed energy supplies or resources and would not cause a significant cumulative impact on energy resources. Therefore, the Project's contribution to cumulative impacts would not be cumulatively considerable.

(DEIR, p. 6-14.)

F. GREENHOUSE GAS EMISSIONS

Threshold: Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold: Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

Global climate change is a cumulative impact; a project participates in this potential impact through its incremental contribution combined with the cumulative increase of all other sources of greenhouse gases (GHGs). As previously discussed in Section 4.6.1, Existing Conditions, GHG emissions inherently contribute to cumulative impacts, and thus, any additional GHG emissions would result in a cumulative impact. As discussed in Section 3.2.3 of Appendix B of this EIR, the Sustainable Santee Plan Project Consistency Checklist (Checklist) is the tool for development projects to demonstrate consistency with the City of Santee's (City's) Sustainable Santee Plan, which is a qualified GHG emissions reduction plan in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183.5. This Checklist has been developed as part of the Sustainable Santee Plan implementation and monitoring process and will support the achievement of individual GHG reduction measures as well as the City's overall GHG reduction goals. As shown in Table 20 of Appendix B to this EIR, the Project is consistent with the Sustainable Santee Plan Checklist adopted by the City to ensure that the emission targets identified in the Sustainable Santee Plan are achieved. The Sustainable Santee Plan determined that a project consistent with the Checklist would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Therefore, the Project would not generate GHG emissions that may have a significant impact on the environment; impacts would be less than significant. Therefore, the Project's contribution to cumulative generation of GHG emissions would not be cumulatively considerable.

(DEIR, pp. 6-14 – 6-15.)

G. HAZARDOUS AND HAZARDOUS MATERIALS

Threshold: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Cumulative impacts related to hazards and hazardous materials would result from projects that combine to increase exposure to hazards and hazardous materials. As discussed in Section 4.7, Hazards and Hazardous Materials, the proposed Project would have a less-than-significant impact related to hazardous materials. Past, current, and reasonably foreseeable commercial projects in the region would result in the use and transport of incrementally more oils, greases, and petroleum products for operation purposes. Similar to the Project, cumulative projects would be required to adhere to current laws governing storage, transportation, and handling of hazardous materials. Therefore, the Project's potential contribution to impacts related to hazards associated with routine transport, use, or disposal of hazardous materials would not be cumulatively considerable.

Threshold: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

As discussed in Section 4.7, Hazards and Hazardous Materials, construction of the Project could involve the transport of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents. Construction materials would be used and stored in designated construction staging areas within the Project site boundaries, and materials would be transported and managed in accordance with all federal, state, and local laws regulating the management and use. The Project and any other projects that could involve transport or handling of hazardous substances would involve mandatory compliance with these regulatory requirements to minimize the potential for public safety risks associated with exposure to hazards and hazardous materials. Therefore, the Project's potential contribution to impacts related to reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would not be cumulatively considerable.

Threshold: Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

As discussed in Section 4.7, Hazards and Hazardous Materials, Hill Creek Elementary School is located approximately 0.25 miles north of the Project site. As discussed above, the Project would result in less-than-significant impacts related to hazards and hazardous materials because the Project would be required to comply with all applicable federal, state, and local laws regulating the management and use of hazardous materials. Other projects would also be required to follow regulations to properly handle any hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Therefore, impacts of emission or handling of hazardous materials within one-quarter mile of an existing or proposed school would be less than significant under the cumulative condition. Therefore, the Project's potential contribution to impacts related to emissions or handling of hazardous materials within one-quarter mile of an existing or proposed school would not be cumulatively considerable.

Threshold: Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment.

As discussed in Section 4.7, Hazards and Hazardous Materials, the RWQCB's GeoTracker Database identified two listed sites within the vicinity of the Project site: Western Construction Component (T0608164832), located adjacent to the Project site approximately 0.03 miles to the east, and Circle K #2959 (T0608102609), located approximately 0.20 miles to the south of the Project site. Additionally, the DTSC's Envirostor Database identified one site within the vicinity of the Project site: Ketema Process Equipment Co., C/O Baker Process (71003382), located adjacent to the Project site approximately 0.03 miles to the east. Ketema Process Equipment Co., C/O Baker Process is a Tiered Permit Cleanup Site with no action required as of 1998 (DTSC 2023).

The sites above are facilities located near the Project site that are included in government databases related to hazardous materials; however, these facilities are closed cases and would not have adverse impacts on the Project or any future projects. The Project site is not located on or near a listed hazardous material site. Each cumulative project has been or will be evaluated for proximity to listed sites during project processing. The Project's potential contribution to impacts related to significant hazards to the public or the environment from a hazardous material site would not be cumulatively considerable.

Threshold: Be located within an airport land use plan, be within two miles of a public airport, and would result in a safety hazard or excessive noise for people residing or working in the Project area.

The nearest airport to the Project site is the Gillespie Field Airport, which is located approximately 1.5 miles southwest of the Project site. Additionally, the Project site is located outside of the noise exposure ranges and safety zones for the airport (SDCRAA 2010). The Project site falls within Gillespie Field Review Area 2, which requires limitations on the height of structures (i.e., any proposed object in an area of terrain penetration to airspace surface which has a height greater than 35 feet above ground level). The Project site also falls within the FAA Height Notification Boundary. The Project applicant has received documentation from the FAA stating that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided certain conditions are included in the project (FAA 2023). The applicant has agreed to these conditions. Other projects in the vicinity are required to follow the same FAA regulations; therefore, the Project's potential contribution to impacts related to airspace safety hazards or conflicts would not be cumulatively considerable.

Threshold: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

The Project site would be designed such that adequate emergency access would be provided in accordance with emergency apparatus access requirements.

Additionally, all projects in Santee, including the proposed Project, would be required to avoid conflict with the City's Emergency Preparedness Plan and potential emergency evacuation routes in the area. Compliance with applicable Fire and Building Codes, project specific needs assessments, and Fire Protection Technical Report requirements ensures that every project approved for construction includes adequate emergency access. Roads for all proposed projects are required to meet minimum widths, have all-weather surfaces, and be capable of supporting the imposed loads of responding emergency apparatus. The Project and all other future development projects in the service area are subject to review by the City's fire department and would be required to comply with the County Fire Code, other relevant County Code requirements, and other applicable local codes (e.g., City of Santee Municipal Code) and regulations related to fire safety, building construction, access, fire flow, and fuel modification. Therefore, the Project's potential contribution to impacts related to impairment of an adopted emergency response plan would not be cumulatively considerable.

Threshold: Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires.

As discussed in Section 4.7, Hazards and Hazardous Materials, the Project would be required to comply with the California Fire Code (CFC) and California Building Code (CBC) standards to reduce the possibility of fires during construction activities. Adherence to City and state regulatory standards during Project construction would reduce the risk of wildfire ignition and spread during construction activities. During operation, the Project would adhere to the City's Municipal Code and the CFC to have and maintain fire protection and life safety systems (CFC Chapter 9). Thus, the Project's short-term construction impacts and long-term operational impacts associated with exposing people or structures to a significant risk of loss, injury, or death involving wildland fires would be less than significant. Cumulative projects would also be required to implement similar fire safety features and structure protection features to reduce wildfire-related impacts. Therefore, through compliance with existing regulations associated with wildland fires, impacts associated with wildfire would not be cumulatively considerable. Thus, the proposed project would not result in a cumulatively considerable impact to hazards and hazardous materials. Therefore, the Project's potential contribution to impacts related to wildfire risks would not be cumulatively considerable.

(DEIR, pp. 6-14 – 6-17.)

H. HYDROLOGY AND WATER QUALITY

Threshold: Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.

The geographic area under consideration for the topic of water quality includes the watershed of the San Diego River (see Figure 4.8-1, San Diego River Watershed). During construction activities, the Project site and cumulative projects would use hazardous materials (e.g., fuel, oil, paint) and an accidental spill of hazardous

materials could result in inadvertent releases to surface waters, which could adversely affect surface or groundwater quality. In addition, construction would have the potential to result in local soil erosion during excavation, grading, trenching, and soil stockpiling. Erosion could result in sediment and other pollutants entering surface water bodies and adversely affecting water quality. However, the Project and similar cumulative projects would be required to comply with the Small MS4 Permit and NPDES Construction General Permit and associated SWPPP, designed to prevent impacts to water quality during construction. While it is possible that the Project and cumulative projects that contribute flows to the San Diego River could result in releases of sediment and/or pollutants that could adversely affect water quality, the responsible parties associated with the Project and the other cumulative projects would be required to control runoff and respond to spills to the established regulatory standards from the City of Santee, as discussed in Section 4.8, Hydrology and Water Quality, and in Section 4.7, Hazards and Hazardous Materials, of this Draft EIR. Compliance with water quality regulations would ensure that the cumulative construction impacts would not be considerable.

Once constructed, the stormwater design of the Project and the cumulative projects would incorporate the stormwater management requirements of Chapter 4 and Appendix E of the County of San Diego BMP Design Manual for Permanent Site Design, Stormwater Treatment, and Hydromodification Management (San Diego County BMP Design Manual, County of San Diego Public Works 2020). In addition, Project and cumulative project operations would comply with the City of Santee Guidelines for Surface Water Pollution Prevention, the City's Storm Water Management and Discharge Control Ordinance, and the Small MS4 Permit. As a result, the Project and cumulative projects would be required to incorporate on-site runoff management infrastructure, water quality BMPs, and adequate connections to the existing stormwater drainage system. Compliance with the San Diego County BMP Design Manual and implementation of City stormwater management measures would ensure that the cumulative operations impacts would not be considerable.

Thus, the Project's potential contribution to impacts related to water quality would not be cumulatively considerable.

Threshold: Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin.

The geographic area under consideration for the topic of groundwater recharge includes the San Diego River Valley Groundwater Basin. The Project site is currently paved and impervious to groundwater recharge. With the exception of relatively small areas of landscaping, the proposed Project would similarly result in impervious surfaces across the site. As a result, the potential for groundwater recharge would not change with respect to existing conditions and no impacts would occur. Cumulative project development could result in an increase in impervious surfaces and associated decrease in infiltration of rainfall, thus

resulting in a minor decrease in groundwater recharge. However, the San Diego River Valley Groundwater Basin is classified as a very low priority basin with respect to the Sustainable Groundwater Management Act (SGMA). Overall, groundwater only accounts for about 5% of the San Diego region's water supply portfolio. Local groundwater supplies are limited by several factors, including little recharge due to sparse rainfall (San Diego County Water Authority 2023; SWRCB 2023). The San Diego River Valley Groundwater Basin only includes five water supply wells, and groundwater only accounts for approximately 4% of the water supply in the basin. Based on the limited impacts to local groundwater supplies, the cumulative groundwater recharge impacts would not be considerable.

The geographic area under consideration for the topic of groundwater supply includes the Santee Groundwater Basin. Domestic water service to the Project site and cumulative sites is provided by the Padre Dam Municipal Water District (PDMWD), which primarily relies on imported surface water from the San Diego County Water Authority. The PDMWD's water supplies also include recycled water and a very small amount of groundwater from one well in the Santee Basin, which supplements the recycled water system. The well is unreliable; therefore, groundwater supplies from the well are assumed to not be available as a future supply, and the PDMWD has no plans for other groundwater supplies in the future. In 2022, groundwater comprised 6% of the water supplies from the San Diego County Water Authority, and by 2045, groundwater is expected to comprise 4% of their water supply. Based on the minor amount of groundwater used by PDMWD as a water source, the water demand for the proposed Project and cumulative projects would not cause or contribute to a cumulatively significant impact related to groundwater supplies.

Thus, the Project's potential contribution to impacts related to groundwater would not be cumulatively considerable.

Threshold: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces.

The geographic area under consideration for the topic of drainage includes the watershed of the San Diego River (see Figure 4.8-1, San Diego River Watershed). The stormwater design of the Project and the cumulative projects would incorporate the stormwater management requirements of Chapter 4 and Appendix E of the County of San Diego BMP Design Manual for Permanent Site Design, Stormwater Treatment, and Hydromodification Management (San Diego County BMP Design Manual, County of San Diego Public Works 2020). As a result, the Project and cumulative projects would be required to incorporate on-site runoff management infrastructure, water quality BMPs, and adequate connections to the existing stormwater drainage system, thus minimizing impacts related to stormwater runoff. Thus, the Project's potential contribution to impacts related to alteration of existing drainage pattern would not be cumulatively considerable.

Threshold: In flood hazard, tsunami, or seiche zones, risk release of pollutants

due to project inundation.

The geographic area under consideration for the topic of flooding includes the watershed of the San Diego River (see Figure 4.8-1, San Diego River Watershed). The Project site has been designed to match the existing contours along the San Diego River as to not impact the existing floodplain, and the Project building will be more than one foot above the floodplain, in accordance with City of Santee Flood Damage Prevention Ordinance, Chapter 11.36. The Project will not impact the FEMA floodplain (FEMA 2024). During processing of the project applications, each cumulative project would be reviewed to determine whether or not it is located within a FEMA 100-year floodplain. Should any of the cumulative projects be located within the floodplain, it would likely need to be revised or have mitigation imposed to reduce potential impacts related to pollutant risk during flooding. Neither the Project nor the cumulative projects are within a tsunami or seiche zone. As a result, cumulative project development would not risk release of pollutants due to project inundation and the Project's potential contribution to impacts related to flooding would not be cumulatively considerable.

(DEIR, pp. 6-16 – 6-19.)

I. LAND USE AND PLANNING

Threshold: Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

The proposed Project would be consistent with the site's existing General Plan land use designation and zoning code. Presumably, as development occurs elsewhere throughout the City and the larger San Diego County area, any proposal to change the underlying land use or development intensity for a specific property would be resolved through an amendment to the applicable land use plan. Given that amendments to land use plans are discretionary in nature, any action involving an amendment would be subject to CEQA and reviewed on a case-by-case basis. Should any amendment result in a significant environmental effect, mitigation measures would be identified to reduce those impacts. Given these factors, the Project would not result in any cumulatively considerable land use and planning conflicts in the context of compliance with applicable environmental plans, policies, and regulations beyond those identified in other sections of this EIR. Thus, the Project's potential contribution to impacts related to land use and planning conflicts would not be cumulatively considerable.

(DEIR, p. 6-19.)

J. NOISE

Future development within the City, including the Project, would affect the future (cumulative) ambient noise environment. While it is difficult to precisely predict how the ambient noise conditions within the area would change, it is expected that

traffic noise levels would increase due to the additional traffic generated by the Project and other development in the City. In the cumulative scenario, ongoing development in the City would be expected to increase the ambient noise environment in the area as a result of increased traffic volumes, increased residential population and commercial activities.

The primary factor for the cumulative noise impact analysis is the consideration of future traffic volumes. Non-transportation noise sources (e.g., Project operation) and construction noise impacts are typically Project-specific and highly localized. Construction activities associated with anticipated development within the area would contribute temporarily to the noise levels in the cumulative ambient noise environment, but in a highly localized and transient manner. As other development occurs in the area, noise from different types of uses (e.g., traffic, aircraft, fixed noise sources) would continue to combine, albeit on a localized basis, to cause increases in overall background noise conditions within the area. As a result, such sources do not significantly contribute to cumulative noise impacts at distant locations and are not evaluated on a cumulative level.

This section provides an analysis of cumulative impacts from construction and operation of the Project and other past, present, and reasonably foreseeable future projects, as required by Section 15130 of the State CEQA Guidelines.

Noise in Excess of Standards

Implementation of the Project as well as cumulative development Projects within its vicinity would all be subject to applicable noise standards (descriptions of the standards applicable within the City of Santee are described in Section 4.10, Noise, of this EIR). On this basis, and because noise impacts of the Project with respect to relevant standards would be less than significant, the Project would not contribute to cumulative exceedances of noise standards, and its incremental effect would be a less-than-significant impact.

Threshold: Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Temporary/Periodic Increases in Ambient Noise Levels

As discussed in Section 4.10, Noise, the Project would result in temporary noise increases during on- and off-site (e.g., sidewalks and roadway striping) construction activities; however, short-term construction noise of the Project is predicted to be well below the Federal Transit Administration (FTA) guidance of 80 dBA Leq over an 8-hour period, and therefore is less than significant. The construction period of the Project has the potential to overlap with the construction of other development projects in the City. Due to the decrease in noise levels with distance and the presence of physical barriers (i.e., intervening buildings and topography), noise due to construction of other projects would not meaningfully

combine with future development under the Project to produce a cumulative noise effect during construction. By way of illustration, if there are two concurrent construction projects of comparable sound emission intensity, and the activity nearest to the studied noise-sensitive receptor is compliant with the City's applicable noise threshold, the other activity could be no closer than three times the distance of the receptor to the nearest activity and not make a cumulatively measurable contribution to the total and still result in a City-compliant noise exposure level. If two concurrent Projects were close to a receptor, the cumulative noise would be one of the following:

- the louder (in dBA) of the two concurrent activities; or,
- a logarithmic sum of the two activity noise levels that, per acoustic principles, cannot be more than 3 dBA greater than the louder of the two individual noise-producing activities.

In sum, cumulative construction noise is likely to be dominated by the closest or loudest activity to the receptor, and the combination will be no more than a barely perceptible difference (i.e., up to a 3 dBA change). Based on the cumulative project list, there are no construction projects that would potentially contribute construction noise that would, in combination with the Project, result in cumulative impacts. Thus, cumulative impacts associated with temporary increases in ambient noise levels would be considered less than significant.

Permanent Increase in Ambient Noise Levels

Off-Site Traffic

As discussed in Section 4.10, Noise, the nearest noise-sensitive receptors to the south of the Project site are already dominated by much higher levels of traffic noise from nearby adjacent roadways such as SR-67, while noise-sensitive receptors to the north of the Project site are occluded from the project driveway by intervening buildings and terrain. Therefore, potential impacts at existing off-site noise-sensitive land uses along roadway segments identified (see Table 4.10-7 in Section 4.10) and with respect to project-generated changes to future traffic noise would be less than significant. Future development from implementation of the Project along with other cumulative projects would generate off-site traffic noise. When calculating future traffic impacts, the traffic study included traffic attributed to both the Project and cumulative projects. Thus, future traffic noise prediction results with and without the Project already account for the cumulative impacts from cumulative projects contributing to traffic increases. Since the noise impacts are generated directly from the traffic analysis results, the existing traffic with and without Project predicted increases in traffic noise levels described already reflect cumulative impacts (see the Noise Technical Report, included as Appendix K to this Draft EIR. As described herein, the noise level increases associated with both of these scenarios would not exceed applicable standards. As such, anticipated increases would be below the significance thresholds; hence, the incremental

effect of the Project on off-site traffic noise is not cumulatively considerable.

Stationary Sources

As discussed in Section 4.10, Noise, of this EIR, noise from operation of stationary mechanical equipment added to the outdoor ambient sound environment as a result of Project implementation would include permanent on-site noise sources (e.g., rooftop HVAC equipment and exhaust ports). A cumulative impact could occur if noise produced from such sources due to implementation of the Project were to combine with noise produced from the operation of other cumulative projects in the vicinity to create a cumulatively significant permanent increase in ambient noise levels. However, noise emission from HVAC equipment and exhaust attenuates with distance and can be occluded by structures and terrain. Additionally, the operation of the Project, along with the operation of other cumulative projects, would be subject to applicable requirements from the City's noise ordinance, which limits the exterior noise levels at residences. Hence, for these two reasons, cumulative impacts to outdoor ambient noise levels resulting from Project stationary sources would be less than significant.

Thus, the Project's potential contribution to impacts related to temporary or permanent increases in ambient noise levels would not be cumulatively considerable.

Threshold: Result in generation of excessive groundborne vibration or groundborne noise levels.

Ground-borne vibration attenuates very rapidly with distance. For example, at 25 feet from an operating heavy dozer the reported vibration level is 0.089 ips PPV; at a distance of 50 feet the vibration level would be 0.03 inch per second (ips) peak particle velocity (PPV); at 200 feet the vibration level would be 0.004 ips PPV. No portion of the Project construction limits would be closer than approximately 0.6 miles from any of the cumulative Projects. With a Project construction-related vibration contribution of no greater than 0.004 ips PPV added to construction vibration levels occurring at the nearest cumulative Project sites, there would be a less than significant impact. Thus, the Project's potential contribution to impacts related to generation of excessive ground-borne vibration or ground-borne noise levels would not be cumulatively considerable.

Threshold: For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the Project area to excessive noise levels.

There are no private airstrips within the vicinity of the Project site. The closest airport to the proposed Project site is the Gillespie Field regional airport, approximately 1.5 miles southwest of the Project boundary. Several nearby Projects in the cumulative project list (Table 6-2 above) are also located within 2 miles of a public airport; however, operations from the public airport do not affect

the noise exposure for the Project. Therefore, noise associated with aircraft overflights for any of the cumulative projects would be less than significant, and the Project's contribution would not be cumulatively considerable.

(DEIR, pp. 6-19 – 6-22.)

K. PUBLIC SERVICES AND RECREATION

Threshold: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection and police services.

As described in Section 4.11, Public Services and Recreation, of this EIR, the Project would result in no impact related to adverse physical impacts or performance objectives associated with schools, parks, or other facilities (e.g., libraries, etc). Therefore, the Project would not contribute to cumulative impacts to these services and is not discussed further.

As discussed in Section 4.11, the Project would potentially result in a slight, incremental increase in calls to the fire and/or police department for service to the Project site in comparison to the existing conditions; however, the increase is expected to be nominal and would not result in the need for the construction of new facilities. Nonetheless, similar to other development projects in the City, the Project applicant would still be required to pay their fair share of development impact fees to help offset incremental impacts to fire and police services. Thus, the Project's impact on fire and police services is considered less than significant. Cumulative growth within the City could result in a need for additional fire and police protection services to serve new development. It is expected that cumulative projects would also be required to pay a fair share of development impact fees to the City prior to the issuance of building permits. These fees would help offset incremental impacts to resources and facilities by helping to fund capital projects, as needed. When staff and facilities are expanded to serve future development in the Project area and surrounding cities, any physical expansion or alteration of facilities would be subject to environmental review. Therefore, the Project's contribution to any such impacts would not be cumulatively considerable.

(DEIR, p. 6-22)

L. TRANSPORTATION

Threshold: Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

As described under cumulative discussion for Land Use and Planning above, the proposed Project would be consistent with the site's existing General Plan land

use designation and zoning code, The Project's Transportation Impact Study (TIS) evaluated cumulative projects in the area to analyze a Near Term Cumulative and also analyzed a Horizon Year consistent with City's General Plan Mobility Element and demonstrated consistency with City's General Plan goals and policies. The roadway and intersection improvements for cumulative conditions have been outlined in the project's TIS (Appendix L of this EIR) to improve vehicular, bike and pedestrian mobility conditions in the study area outlined for the Project. Similarly, all cumulative projects would be evaluated to provide improvements for the circulation system and be required to demonstrate consistency with the General Plan's adopted policies, plans, or programs regarding circulation, active transportation, or public transit facilities. Therefore, the Project's contribution to impacts related to a program, plan, ordinance, or policy related to addressing the circulation system would not be cumulatively considerable.

Threshold: Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).

If a project is consistent with the assumptions in the SANDAG 2021 Regional Plan, the existing conditions project-level analysis is sufficient to determine cumulative impacts. If a project is not consistent with the assumptions in the SANDAG 2021 Regional Plan, a cumulative analysis may be necessary. A project effect on vehicle miles travelled (VMT) under cumulative conditions would be considered significant if the cumulative VMT/capita or VMT/employee under the future year "plus project" condition exceeds the base year thresholds (i.e., 18.9).

The project is consistent with the General Plan land use designation and zoning for the project site and would provide employment as proposed in the traffic analysis zone. The VMT/employee under Year 2035 or cumulative conditions is 20.1, which exceeds the existing threshold of 18.9 VMT per employee. Therefore, it can be concluded that the project would also result in a significant cumulative impact. **MM-TRA-1 Trip Reduction Program**, would be implemented by the project's tenants to reduce the project's VMT. Because the Project's VMT would not be reduced to below significance threshold even with the implementation of **MM-TRA-1**, the Project's incremental contribution to VMT impact would be cumulatively considerable; therefore, the Project's contribution to VMT impacts would be a significant and unavoidable cumulative impact.

Threshold: Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Cumulative projects would be required to comply with all applicable local provisions related to roadway design hazards, and access driveways would be constructed in accordance with City's manual on Design Standards and Standard Drawings (April 2014). As shown in Section 4.12, the project access at Woodside Avenue and N. Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection has been evaluated for Near Term and Horizon Year without and with Project conditions which includes traffic generated by cumulative projects in the

area and recommendations for improvement to lane geometry and bike and pedestrian facilities. The proposed improvements at the project access and implementation of Project Design Feature **PDF-TRA-1 Multi-modal Intersection Improvements** at the N. Woodside Avenue/S. Woodside Avenue - SR-67 SB Off-Ramp intersection would reduce hazards due to geometric design features in cumulative conditions. Therefore, the Project would not increase hazards due to geometric design features or incompatible use under cumulative conditions and would not be cumulatively considerable.

Threshold: Result in inadequate emergency access.

Adequate emergency access and compliance with emergency access and design standards would be ensured by the City and responsible emergency service agencies for all cumulative projects in the vicinity of the project. Similar to the Project's access driveway intersection, access to cumulative projects would be designed in accordance with City standards, reviewed by City's Fire Department and San Diego County Sheriff, and would be accessible to emergency responders during construction and operation of each cumulative project. Therefore, impacts related to inadequate emergency access would be less than significant under cumulative conditions and would not be cumulatively considerable.

(DEIR, pp. 6-21 – 6-24.)

M. UTILITIES AND SERVICE SYSTEMS

Threshold: Require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.

As discussed in Section 4.13, Utilities and Public Services, existing utility service lines are located within the vicinity of the Project site and would be reconfigured from their current locations on and nearby the Project site to the proposed building. This also includes a new 8-inch line for wastewater to connect to existing lines nearby the project site. However, the Project would not require the construction, expansion, or relocation of facilities beyond the reconfiguration of hookup to the onsite proposed building because existing facilities are in-place and adequately sized to accommodate the Project. Therefore, no adverse physical effects beyond those already disclosed in this Draft EIR would occur as a result of implementation of the Project's proposed utility system connections, and the impact is considered less than significant. Similar to the project, cumulative projects would be required to comply with local and State requirements associated with utility infrastructure, which would reduce any potential environmental effects to less-than-significant levels. Therefore, the Project's contribution to potential environmental effects associated with infrastructure construction or relocation of cumulative projects would not be cumulatively considerable.

Threshold: Have sufficient water supplies available to serve the Project and

reasonably foreseeable future development during normal, dry, and multiple dry years.

As discussed in Section 4.13, Utilities and Public Services, implementation of the Project would result in the construction of an industrial warehouse with associated office spaces, surface parking, and loading areas. According to CalEEMod (Appendix B of this Draft EIR), the proposed Project is estimated to result in an increase in potable water demand of 97,145 gallons per day (gpd), which is equivalent to approximately 108.8 acre-feet per year (AFY). As provided in Table 4.13-1 of this EIR, sufficient water supply is anticipated to meet current and projected water demands through 2045 during normal-, historic single-dry-, and historic multiple-dry-year periods. Given that PDMWD has adequate existing supplies to serve the Project under normal-, historic single-dry-, and historic multiple-dry-year periods, the Project's impact to water supply would be less than significant. Similar to the Project, cumulative projects would also be required to demonstrate sufficient water supplies are available to serve each project. As such, the Project's contribution to cumulative impacts related to water supply would not be cumulatively considerable.

Threshold: Result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments.

As discussed in Section 4.13, Utilities and Public Services, wastewater generated by the Project would be treated at either the WRF or the PLF and projected wastewater from the Project (0.097 mgd) would represent approximately 0.15% of the remaining capacity of the WRF and PLF treatment facilities. Therefore, impacts associated with wastewater treatment capacity would be less than significant. Similar to the Project, cumulative projects would be required to demonstrate whether these wastewater providers would have adequate capacity to meet projected demand of the project in order to serve each cumulative project. As such, the Project's contribution to cumulative impacts related to wastewater treatment capacity would not be cumulatively considerable.

Threshold: Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

As discussed in Section 4.13, Utilities and Public Services, the Project's total estimated demolition debris to be hauled offsite would be approximately 257.3 tons of demolition waste per day of construction activity and the Project's total building construction waste would generate approximately 1.13 tons per day during construction activities. The Sycamore Landfill accepts inert solid waste, has a daily maximum permitted throughput of 5,000 tons/day, has a remaining capacity of 113,972,637 cubic yards, and is expected to remain open for another 18 years (CalRecycle 2019). Therefore, the Project's daily peak demolition and construction waste delivery of 258.4 tons could be received by the Sycamore Landfill. Thus, Project demolition and construction would not generate solid waste in excess of

State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

Once operational, the Project would produce solid waste on a regular basis associated with operation and maintenance activities. Using CalEEMod waste generation factors for the Industrial Park and Warehouse uses, the Project would generate approximately 141 tons of solid waste per year, or 0.4 tons per day, and a minimum of 50% of all solid waste would be required to be recycled pursuant to AB 939, consistent with the State's solid waste reduction goals; therefore, the Project would generate approximately 0.2 tons per day of solid waste requiring disposal at a landfill. The increase of waste generated by the Project during operations would represent approximately 0.004% of the total daily capacity permitted at the landfill and is expected to remain open for another 18 years. Once the Sycamore Landfill reaches capacity, additional landfills and strategies would be identified, so that disposal needs continue to be met. Further, there are landfills within the County with up to 35 years of remaining life. For example, the Las Pulgas Landfill is expected to remain open another 35 years (CalRecycle 2023). As such, in the event of the closure of the Sycamore Landfill, other landfills in the region would be able to accommodate solid waste from the Project, and regional planning efforts would ensure continued landfill capacity in the foreseeable future. Therefore, the Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Similar to the Project, cumulative projects would be required to comply with State and local standards regarding construction and operational waste and would be required to demonstrate whether nearby landfills have adequate capacity to meet projected demand. As such, the Project's contribution to cumulative impacts related to solid waste generation would not be cumulatively considerable.

Threshold: Comply with federal, state, and local management and reduction statutes and regulations related to solid waste.

As described above, solid waste from the Project would be transported to the Sycamore Landfill. This facility is regulated under federal, state, and local laws. Additionally, the City of Santee is required to comply with the solid waste reduction and diversion requirements set forth in AB 939, AB 341, AB 1327, and AB 1826. Per AB 341, businesses that generate 4 cubic yards or more of organic waste per week are required to arrange for organic waste recycling services. In addition, waste diversion and reduction during Project construction and operations would be completed in accordance with CALGreen standards and City diversion standards. As a result, the Project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste and impacts would be considered less than significant. Similar to the Project, cumulative projects would be required to comply with federal, state, and local management and reduction statutes and regulations related to solid waste. As such, the Project's contribution to cumulative impacts related to solid waste would not be cumulatively considerable.

(DEIR, pp. 6-24 – 6-25.)

N. WILDFIRE

Threshold: Substantially impair an adopted emergency response plan or emergency evacuation plan.

The Project site would be designed such that adequate emergency access would be provided in accordance with emergency apparatus access requirements. Additionally, all related projects would be required to avoid conflict with the County Hazard Mitigation Plan and County Emergency Operations Plan and potential emergency evacuation routes in the area. Similar to the Project, compliance with the applicable Fire and Building Codes, along with Project specific needs assessments and Fire Protection Technical Report requirements, ensure that every project approved for construction includes adequate emergency access. Roads for all proposed projects are required to meet minimum widths, have all-weather surfaces, and be capable of supporting the imposed loads of responding emergency apparatus. The Project and all other future development projects in the service area would be subject to review by the Santee Fire Department and would be required to comply with all applicable State and County Building and Fire Code requirements and other applicable local codes (e.g., City of Santee Municipal Code) and regulations related to fire safety, building construction, access, fire flow, and fuel modification. Therefore, the Project's contribution to cumulative impacts related to impairment of an adopted emergency response or evacuation plan would not be cumulatively considerable.

Threshold: Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.

The cumulative context considered for wildfire impacts is San Diego County, and more specifically, the San Diego River watershed, which encompasses 434 square miles (Appendix G). As discussed in Section 4.14, Wildfire, CAL FIRE has mapped areas of fire hazards in the state based on fuels, terrain, weather, and other relevant factors. The Project site is not within a Very High Fire Hazard Severity Zones (VHFHSZ), but there is a VHFHSZ within a Local Responsibility Area (LRA) located directly adjacent to the Project site to the north and east (CAL FIRE 2023). The Project site is fully developed and the surrounding area does not contain slopes typical of exacerbating wildfire risk. Once redeveloped with the proposed Project, the Project site would not result in steep slopes typical of exacerbating wildfire risk. It is also not anticipated that the Project and associated landscaping proposed would exacerbate wildfire risk due to prevailing winds. As such, Project impacts would be less than significant. The Project, combined with other projects in the region, would increase the population and/or activities and potential ignition sources in the area, which may increase the potential of a wildfire and increase the number of people and structures exposed to risk of loss, injury, or death from wildfires. However, all future projects would be required to comply with applicable fire and building codes, which have been increasingly strengthened as a result of

severe wildfires that have occurred in the last two decades. The fire and building codes include fire prevention and protection features that reduce the likelihood of a fire igniting on a site and spreading to off-site vegetated areas. Therefore, the Project's contribution to impacts related to slope, prevailing wind, or other factors contributing to exacerbating wildfire risk and exposing project occupants would not be cumulatively considerable.

Threshold: Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

The Project would include reconfiguration of existing service utilities, including two new Fire department connections, one in the southeast and one in the northwest corner of the building. As the reconfiguration and upgrades would be on the Project site, the Project would not result in off-site impacts. The Project and all other future development projects in the service area would be subject to review by the fire department and would be required to comply with the County Fire Code and other relevant County Code requirements and other applicable local codes (e.g., City of Santee Municipal Code) and regulations related to fire safety, building construction, access, fire flow, and fuel modification. Therefore, the Project's contribution to impacts related to maintenance or installation of associated infrastructure on fire risk would not be cumulatively considerable.

Threshold: Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The Project site has been designed to match the existing contours along the San Diego River as to not impact the existing floodplain. Future drainage conditions would be very similar to existing drainage conditions. Adequate stormwater conveyance would be maintained and runoff rates would be decreased by capturing stormwater in proposed on-site storm drains and water quality basins. The Project area is relatively flat, and it is not anticipated that cumulative projects would combine to result in significant wildfire impacts related to slope, prevailing winds, downstream flooding or landslide, slope instability, or drainage changes. Additionally, as mentioned in Hydrology and Water Quality above, each cumulative project would be reviewed to determine whether or not it is located within a FEMA 100-year floodplain. The Project site is not within the FEMA floodplain (FEMA 2024). Therefore, the Project contributions to impacts related to exposing people or structures to significant risks as a result of runoff, post fire instability, or drainage changes would not be cumulatively considerable.

(DEIR, pp. 6-24 – 6-27.)

SECTION VI.
FINDINGS REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL
CHANGES

Sections 15126(c) and 15126.2(c) of the CEQA Guidelines, require that an EIR address any significant irreversible environmental changes that would occur should the project be implemented. Generally, a project would result in significant irreversible environmental changes if any of the following would occur:

- The project would involve a large commitment of non-renewable resources;
- The primary and secondary impacts of the project would generally commit future generations to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental accidents; or
- The proposed consumption of resources is not justified.

According to the City's General Plan and the City's Zoning Map, the land use and zoning designations for the Project site are Light Industrial (IL). The proposed Project would be consistent with Chapter 13.14.020 of the City's Municipal Code, which states that this land use designation is "intended primarily for light industrial uses such as manufacturing, assembly, research and development and similar industrial uses, as well as limited commercial and office uses which are compatible and appropriate in this district". The zoning is consistent with the Light Industrial land use designation of the General Plan (City of Santee 2003). As such, although construction of the Project would develop a total of 300,145 square feet of industrial/warehouse space on the Project site, the City already committed the site to industrial/warehouse (and similar) uses when the City designated and zoned the site as Light Industrial (LI).

Land uses surrounding the Project site primarily consist of light industrial uses, along with some scattered commercial, residential, and utility uses. General Industrial/Residential land use and zoning designations are located within approximately .5 miles of the Project site, with General Industrial located on the northern side of the Project site and Residential on the southern side of the site. Since the Project site is located within an existing urbanized area, including adjacent to other industrial uses, the Project would not result in land use changes that would commit future generations to uses that do not occur in the Project area. Thus, implementation would not commit future generations to new uses, given that this proposed use is already found in the project area.

Potential environmental accidents of concern include those events that would adversely affect the environment or public due to the type of quantity of materials released and the receptors exposed to that release. Construction activities associated with the Project would involve some risk of environmental accidents. However, these activities would be conducted in accordance with all applicable federal, state, and local regulations, and would follow professional industry standards for safety. Once operational, any materials associated with environmental accidents would comply with applicable federal,

state, and local regulations. Use of any such materials would not be expected to cause irreversible damage due to the type or quantity of materials released and the receptors exposed to that release.

Commitment of nonrenewable resources includes issues related to increased energy consumption, loss of agricultural lands, and lost access to mining reserves. There would be an irretrievable commitment of labor, capital, and materials used during the construction and operation of the Project. Nonrenewable resources would primarily be committed in the form of fossil fuels such as fuel, oil, natural gas, and gasoline used by equipment associated with construction of the Project. Consumption of other nonrenewable or slowly renewable resources would also occur. These resources would include lumber and other forest products, sand and gravel, asphalt, and metals such as steel, copper, and lead. However, the amount and rate of consumption of these resources would not result in significant environmental impacts because warehouse development is not associated with an unnecessary, inefficient, or wasteful use of resources.

To ensure that energy implications are considered in project decisions, CEQA requires that EIRs include a discussion of the potential energy impacts of proposed projects, with particular emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy (California Public Resources Code Section 21100[b][3]). Energy conservation implies that a project's cost-effectiveness be reviewed not only in dollars, but also in terms of energy requirements. For many projects, cost-effectiveness may be determined more by energy efficiency than by initial dollar costs. A lead agency may consider the extent to which an energy source serving a project has already undergone environmental review that adequately analyzed and mitigated the effects of energy production.

Consistent with California Public Resources Code Section 211009(b)(3), CEQA Guidelines Appendix G, and a ruling set forth by the court in *California Clean Energy Committee v. City of Woodland*, potentially significant energy implications of a project must be considered in an EIR to the extent relevant and applicable to that project. Accordingly, based on the energy consumption thresholds set forth in both Appendix F and Appendix G of the CEQA Guidelines, the Project's estimated energy demands (both short-term construction and long-term operational demands) were evaluated (see Section 4.5, Energy, of this EIR). The overall purpose of the energy analysis was to evaluate whether the Project would result in the wasteful, inefficient, or unnecessary consumption of energy.

As further assessed in the energy analysis, for new development, such as that proposed by the Project, compliance with California Title 24 energy efficiency requirements is considered demonstrable evidence of efficient use of energy. The Project would provide for and promote energy efficiencies beyond those required under other applicable federal and state standards and regulations, and in doing so would meet or exceed all Title 24 standards. On this basis, the Project would not result in the inefficient, wasteful, or unnecessary consumption of energy.

SECTION VII.

GROWTH-INDUCING IMPACTS

Section 15126.2(e) of the State CEQA Guidelines requires a Draft EIR to discuss the ways the Project could foster economic or population growth or the construction of additional housing, directly or indirectly, in the surrounding environment. In accordance with State CEQA Guidelines Section 15126.2(e), a Project would be considered to have a growth-inducing effect if it would:

- Directly or indirectly foster economic or population growth, or the construction of additional housing in the surrounding environment;
- Remove obstacles to population growth (e.g., construction of an infrastructure expansion to allow for more construction in service areas);
- Tax existing community service facilities, requiring the construction of new facilities that could cause significant environmental effects; or
- Encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively.

In addition, CEQA Guidelines state that growth inducement must not be assumed.

The proposed Palisade Santee Commerce Center Project would require a temporary construction workforce and a permanent operational workforce, both of which could potentially induce population growth in the Project area. The temporary workforce would be needed to construct the one industrial/warehouse building and associated improvements. The number of construction workers needed during any given period would largely depend on the specific stage of construction but would likely range from a dozen to several dozen workers on a daily basis.

Because the future tenants are not known yet, the number of jobs that the Project would generate cannot be precisely determined. Thus, for purposes of analyses, employment estimates were based on Institute of Transportation Engineers trip generation data and industry standards for number of employees per 2,000 sf of warehouse area (London Moeder Advisors 2023). The Project would include 300,145 square feet of industrial/warehouse space. Permanent employment at the completed commerce center is expected to generate 185 direct new jobs (London Moeder Advisors 2023).

According to the City of Santee, as of 2020, the population of the City of Santee (City) was approximately 58,000 residents (City of Santee 2023). The San Diego Association of Government (SANDAG) anticipates the City will grow to more than approximately 63,812 residents by the year of 2035 (City of Santee 2022). As such, the Project related increase of 185 permanent direct employees would represent a nominal percentage of the City's projected future population upon General Plan buildout. As such, the Project's permanent employment requirements could likely be met by the City's existing labor force without people needing to relocate into the Project region, and the Project would not stimulate population growth or a population concentration above what is assumed in local and regional land use plans.

Projects that physically remove obstacles to growth, or projects that indirectly induce growth, are those that may provide a catalyst for future unrelated development in the area. The Project would involve removing and replacing an existing segment of 12-inch diameter water main with a new, 16-inch water main at the Project site. The purpose of the larger water main onsite is solely to serve the needs of the Project, and not to provide capacity for future projects or growth. In addition, since the surrounding Project area is already served by existing wet and dry utilities, the Project would not expand sanitary sewer or stormwater drainage infrastructure into areas not previously served by such utilities.

Further, given that the surrounding Project area is already served by existing wet and dry utilities, it is unlikely that the Project would tax existing community service facilities or require construction or expansion of new regional scale facilities with capacity to serve more than just the Project. Although roadway improvements are planned as part of the Project, the construction of these roadways is necessary to provide for adequate circulation in the Project area; thus, the Project would not result in indirect population growth by providing vehicular access to an area presently lacking such access.

Based on the proximity of the Project site to existing facilities, the average response times in the Project area, the ability for nearby cities to respond to emergency calls, and the fact that the Project site is already located within the Santee Fire Department and Santee Sheriff's Department service areas, the Project would be adequately served by public services without the construction of new, or the expansion of existing, facilities. Although the Project could potentially result in an incremental increase in calls for service to the Project site compared to existing conditions, this increase is expected to be nominal (as opposed to new residential or commercial/retail land uses, which result in greater calls for service) and would not result in the need for new or expanded fire or police facilities. Lastly, since the Project would not directly or indirectly induce unplanned population growth in the City, it is not anticipated that many people would relocate to the City as a result of the Project, and an increase in school-age children requiring public education is not expected to occur as a result. Thus, the need for new or expanded school facilities is not required.

The Project could cause population growth through new job opportunities. However, this growth falls well within City and regional growth projections for population and housing. The Project would not remove obstacles to population growth and would not cause an increase in population such that new community facilities or infrastructure would be required outside of the Project site. Lastly, the Project is not expected to encourage or facilitate other activities that could significantly affect the environment, as explained above. For these reasons, the Project is not considered to be significantly growth inducing.

SECTION VIII. **ALTERNATIVES**

A. BACKGROUND

The Draft EIR analyzed three alternatives to the Project as proposed and

evaluated these alternatives for their ability to avoid or reduce the Project's significant environmental effects while also meeting the majority of the Project's objectives. The City finds that it has considered and rejected as infeasible the alternatives identified in the EIR and described below. This section sets forth the potential alternatives to the Project analyzed in the EIR and evaluates them in light of the Project objectives, as required by CEQA.

Where significant impacts are identified, section 15126.6 of the State CEQA Guidelines requires EIRs to consider and discuss alternatives to the proposed actions. Subsection (a) states:

- (a) An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason.

Subsection 15126.6(b) states the purpose of the alternatives analysis:

- (b) Because an EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.

In subsection 15126.6(c), the State CEQA Guidelines describe the selection process for a range of reasonable alternatives:

- (c) The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic objectives of the Project and could avoid or substantially lessen one or more of the significant effects. The EIR should briefly describe the rationale for selecting the alternatives to be discussed. The EIR should also identify any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process and briefly explain the reasons underlying the lead agency's determination. Additional information explaining the choice of alternatives may be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project

objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts.

The range of alternatives required is governed by a “rule of reason” that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed Project. Alternatives are limited to ones that would avoid or substantially lessen any of the significant effects of the Project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the Project.

B. PROJECT OBJECTIVES

The following objectives have been established for the Project:

- **Objective 1:** Establish a jobs-producing and tax-generating commerce center land use near transportation corridors that is constructed to high standards of quality and provides diverse economic opportunities for those residing and wishing to invest within the City of Santee.
- **Objective 2:** Develop a high-quality development for uses in Santee that are designed to meet contemporary industry standards, can accommodate a wide variety of users, and are economically competitive with similar developments in the local area and region.
- **Objective 3:** Develop a facility within the East County region of San Diego County and in close proximity to SR-52 and SR-67 that can be used as part of the Southern California supply chain and goods movement network.
- **Objective 4:** Create a fiscally sound and employment-generating project within an established industrial area.
- **Objective 5:** Concentrate non-residential uses in areas designated for industrial uses which are near existing roadways, highways, and freeways in an effort to isolate and reduce any potential environmental impacts related to truck traffic congestion, air emissions, and industrial noise to the greatest extent feasible.

C. ALTERNATIVES CONSIDERED BUT REJECTED FROM DETAILED ANALYSIS

Section 15126.6(c) of the State CEQA Guidelines specifies that an EIR should (1) identify alternatives that were considered by the lead agency but were eliminated from detailed consideration because they were determined to be infeasible during the scoping process; and (2) briefly explain the reasons underlying the lead agency’s determination. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives; (ii) infeasibility; and/or (iii) inability to avoid significant environmental impacts.

The following alternatives were considered but rejected as part of the

environmental analysis for the Project:

- Alternative Land Uses
- Alternative Sites

Finding: The City Council rejects the Alternative Land Uses and Alternative Sites alternatives, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternatives do not avoid any significant and unavoidable impacts, (2) the alternatives would likely not further reduce any of the proposed project's significant impacts; (3) the alternatives are technically, financially, and legally infeasible; and (4) the alternatives do not accomplish the basic objectives of the Project. Therefore, these alternatives are eliminated from further consideration.

D. EVALUATION OF ALTERNATIVES SELECTED FOR ANALYSIS

The alternatives selected for further detailed review within the EIR focus on alternatives that could the Project's significant environmental impacts, while still meeting most of the basic Project objectives. Those alternatives include:

- **Alternative 1: No Project/No Development Alternative**
- **Alternative 2: Reduced Development Intensity Alternative**
- **Alternative 3: Refrigerated Warehouse Alternative**

1. **Alternative 1: No Project/No Development Alternative**

Description:

Under Alternative 1, construction of the Project would not occur, and the existing environment would remain in its current state. The Project site would remain unchanged, and development activities related to construction and operation of the proposed industrial/warehouse building, associated office spaces, surface parking and loading areas, and all other proposed on- and off-site improvements would not occur.

In the short term, consistent with the existing conditions, the Project site would continue to be underutilized. Under Alternative 1, the Project site would remain with a non-operating drive-in theatre that includes two movie screens, two ticket booths, and a building containing restrooms and a snack bar, which could be used as a swap meet on weekends. The site would presumably continue to be utilized for a swap meet on the weekends, and subject to vegetation occurring similar to the existing conditions. It is assumed any existing maintenance and/or security activity at the site would remain unchanged from existing conditions. (DEIR, p. 7-8.)

Impacts:

The Project site would remain unchanged, on-site conditions would remain similar to existing conditions, and because development activities associated with the Project would not occur, nearly all environmental impacts would be reduced or avoided compared with Project conditions. Thus, there would be no potentially significant impacts related to biological resources; cultural, tribal cultural, and paleontological resources (project and cumulative); and transportation (project and cumulative).

Alternative 1 would not result in any ground disturbance that would potentially affect biological resources or unknown cultural, tribal cultural, or paleontological resources. As such, the less than significant impacts with mitigation incorporated that would potentially occur related to these resources under the development of the proposed Project would not occur under Alternative 1.

The significant and unavoidable impact with mitigation incorporated to historic resources (project and cumulative) that would occur with removal of the drive-in theatre by the Project would not occur under Alternative 1. In addition, the significant and unavoidable impact with mitigation incorporated related to vehicle miles travelled (VMT) (project and cumulative) that would occur related to transportation under the development of the proposed Project would not occur under Alternative 1. (DEIR, p. 7-8.)

Attainment of Project Objectives:

Alternative 1 would not meet any of the project objectives as it would not develop a jobs-producing and tax-generating commerce center land use near transportation corridors that is constructed to high standards of quality and provides diverse economic opportunities for those residing and wishing to invest within the City of Santee (Objective 1); a high-quality development for uses in Santee that are designed to meet contemporary industry standards, can accommodate a wide variety of users, and are economically competitive with similar developments in the local area and region (Objective 2); a facility within the East County region of San Diego County and in close proximity to SR-52 and SR-67 that can be used as part of the Southern California supply chain and goods movement network (Objective 3); a fiscally sound and employment-generating project within an established industrial area (Objective 4); and/or result in a project that concentrates non-residential uses in areas designated for industrial uses which are near existing roadways, highways, and freeways in an effort to isolate and reduce any potential environmental impacts related to truck traffic congestion, air emissions, and industrial noise to the greatest extent feasible (Objective 5). (DEIR, p. 7-8.)

Finding: The City Council rejects Alternative 1: No Project/No Build Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet any of the Project objectives; and (2) the alternative is infeasible as the site would continue to be underutilized as only a swap meet on weekends.

2. Alternative 2: Reduced Development Intensity

Description:

Under Alternative 2, the Project site would be redeveloped with a smaller warehouse building with the remainder of the Project site utilized for outdoor storage. Per Table 13.14.030A of the Santee Municipal Code, outdoor storage is allowable as an accessory use to a permitted use within the IL zone with the approval of a minor conditional use permit. Accessory outdoor storage uses must comply with Section 13.14.030(G)(2) of the Santee Municipal Code which sets forth several requirements for screening, heights of stored material, locations of the stored material within the site, and access requirements. In addition, depending on the type of material to be stored, the installation of a canopy or outdoor roof structure may be required to shield the material from the elements to allow for the proper functioning of stormwater systems.

Under Alternative 2, the Project site would be redeveloped with an approximately 120,000 square feet (sf) warehouse-type building (an approximately 60% reduction in building size compared to the Project), an approximately 150,000 sf area dedicated to outdoor storage use, and reduced parking to accommodate the reduced development intensity. This alternative assumes compliance with Santee Zoning Code Section 13.14.030(G)(2) regarding outdoor storage. The reduced development footprint for Alternative 2 would be setback further south of the northern Project boundary and existing trees and a movie screen along the northern boundary of the Property would be retained in-place. (DEIR, p. 7-9.)

Impacts:

Aesthetics

Alternative 2 would result in development of a smaller building that would reduce the scale and massing to approximately 40 percent compared to the proposed Project building. Alternative 2 would include approximately 150,000 sf of outdoor storage. The building under Alternative 2 would be 40 feet in height, consistent with the maximum allowable height specified by the Zoning Code for the IL zone. No CUP would be required to increase the building height. In addition, the building would be setback further from the northern Property boundary and would be obscured by existing trees; this would setback and obscure views of the development from trails and residences located north of the Project site. Similar to the Project, development of Alternative 2 would result in less than significant aesthetic impacts; however, development of Alternative 2 would further lessen aesthetic impacts to views from trails and residential areas located north of the Project site.

Air Quality

Alternative 2 would develop the site with a 120,000-sf warehouse building and an approximately 150,000-sf outdoor storage area. With a reduction in building area

compared to the Project, construction-related emissions associated with development of Alternative 2 would be of lesser magnitude compared to the proposed Project. Alternative 2 would also generate fewer employees and vehicle trips per day due to the reduced development intensity compared to the Project. Similar to the Project, development of Alternative 2 would result in less than significant air quality impacts; however, development of Alternative 2 would further lessen construction- and operational-related air quality impacts because of the overall reduced development intensity.

Biological Resources

Similar to the Project, Alternative 2 would result in potential direct impacts to nesting birds and/or their habitat; indirect impacts to special-status wildlife species (specifically least Bell's vireo, yellow-breasted chat, and yellow warbler, as well as special-status plant species occurring within 500 feet of the Project site); indirect impacts to sensitive vegetation communities occurring adjacent to the Project site; indirect impacts to jurisdictional aquatic resources occurring within 500 feet of the Project site associated with the San Diego River; indirect impacts to the San Diego River corridor, which occurs adjacent to the Project site and may function as a local wildlife corridor; direct and indirect impacts to trees. However, **MM-BIO-1 through MM-BIO-4** could be implemented under Alternative 2 to reduce biological impacts to less than significant. Relative to the Project, all impacts to biological resources under Alternative 2 would be lesser in magnitude because fewer trees would be removed or indirectly impacted by the development and the setback of the development from the northern Property boundary would result in a larger buffer between biological resources near the San Diego River corridor. Therefore, potential impacts to biological resources would be lesser in magnitude under Alternative 2 overall.

Cultural, Tribal Cultural, and Paleontological Resources

Similar to the Project, Alternative 2 would result in ground disturbing construction activities onsite that could result in a potentially significant impact related to discovery of buried archaeological resources, previously unknown or undiscovered human remains, tribal cultural resources, and previously unknown or undiscovered paleontological resources. However, **MM-CUL-1** and **MM-CUL-2** could be implemented under Alternative 2 to reduce the potential impacts to less than significant. Implementation of Alternative 2 would also result in the loss of significant features of the Santee Drive-In Theatre site similar to the Project but would retain the movie screen near the northwest Property boundary to partially mitigate this impact. In addition, **MM-HIS-1 through MM-HIS-4** could be implemented under Alternative 2. Similar to the Project, the overall impact to historic resources would remain significant and unavoidable with incorporation of **MM-HIS-1 through MM-HIS-4**; however, impacts to historic resources would be of lesser magnitude under Alternative 2 because the former Drive-In Theatre movie screen located along the northwest Property boundary would be retained.

Energy

Like the Project, Alternative 2 would require the use of various forms of energy during construction and operation. However, Alternative 2 includes a smaller building with outdoor storage, construction energy demand would be expected to be lesser than the Project. Alternative 2 would also generate fewer vehicle trips and would have less building space than the Project. Due to the reduced construction, building area, and number of employees, Alternative 2 would be expected to have a reduced energy demand when compared with the Project. Like the Project, Alternative 2 would have a less-than-significant impact related to energy, but Alternative 2 would have a lesser impact due to its reduced energy demand during construction and operation.

Greenhouse Gas Emissions

As discussed in Section 4.6, Greenhouse Gas Emissions, the Project would generate greenhouse gas (GHG) emissions during construction and operation, but these impacts would be less than significant. Alternative 2 would also generate GHG emissions, though a lower level of emissions would be expected under Alternative 2 because of the reduced building space and anticipated lower number of employees traveling to and from the site each day. Therefore, Alternative 2 would be expected to have a lesser impact than the Project with regard to GHG emissions.

Hazards and Hazardous Materials

Alternative 2 would result in development of a smaller building that would be setback further from the northern Property boundary along the San Diego River corridor. Similar to the Project, development of Alternative 2 would result in less than significant impacts related to hazards and hazardous materials; however, development of Alternative 2 would further lessen these impacts overall because Alternative 2 would have a smaller extent of site development and would be setback further from potential wildfire fuels north of the property boundary.

Hydrology and Water Quality

The proposed Project would include development of an on-site storm drain system that would accept flows from drain inlets at low spots throughout the site in compliance with the San Diego County BMP Design Manual and the City of Santee Guidelines for Surface Water Pollution Prevention Manual. Stormwater would continue to flow to the north of the site via an underground infiltration system located in the northern portion of the site. Under Alternative 2, the on-site storm drain system and infiltration system would be similar to the proposed Project and consistent with San Diego County LID requirements. Similar to the Project, development of Alternative 2 would result in less than significant impacts to hydrology and water quality; although development of Alternative 2 would result in a reduced extent of development, hydrology and water quality impacts would be similar overall because storm drain improvements throughout the site would still be required.

Land Use and Planning

As discussed in Section 4.9, Land Use and Planning, the Project would not divide an established community and would be consistent with the following plans: City of Santee General Plan and Zoning Code, SANDAG 2021 Regional Plan/Sustainable Communities Strategy (RP/SCS), SDAPCD regulations and requirements, and the San Diego County Regional Transportation Congestion Improvement Program/Regional Arterial System (RTCIP/RAS). Alternative 2 is similar to the Project in that it would develop a warehouse consistent with local land use plans and policies. As described above, outdoor storage would be permitted within the IL zone with the approval of a conditional use permit. Like the Project, development of Alternative 2 would result in less than significant impacts related to land use and would be similar to the Project overall.

Noise

As discussed in Section 4.10, Noise, of this EIR, the analysis determined that the Project would not result in exceedances of local noise standards and concluded that the Project would result in less-than-significant construction- and operation-related noise impacts. Like the Project, Alternative 2 would include new sources of temporary construction and permanent operational noise, and would include a noise barrier. However, because Alternative 2 would develop a smaller building and development footprint and would be setback further from sensitive noise receptors north of the Project site, it is expected that construction and operational noise impacts would be of lesser magnitude compared to the Project.

Public Services

As discussed in Section 4.11, Public Services, of this EIR, the Project would result in less than significant impacts related to fire protection and police services and no impact related to parks, schools, and other public services because such services are generally based on population, not building size. While the Project would add new employees within the service areas of fire, law enforcement, parks, schools, and other public services, the increase would be nominal in light of existing population and employment numbers. In addition, required payment of development impact fees (DIFs) would ensure the Project contributes its fair share towards Santee Fire Department (SFD) facility improvements and equipment. Similar to the Project, development of Alternative 2 would result in less than significant impacts related to public services; however, development of Alternative 2 would further lessen these impacts overall because Alternative 2 would have a smaller extent of site development and would be anticipated to employ fewer workers compared to the Project.

Transportation

VMT is largely dependent on the specific land use type of a particular project and the location of that project. While a reduction in a Project's size could reduce the overall VMT associated with a given project, reducing a project's square footage

would not necessarily have an effect on VMT per capita or employee, which are efficiency metrics. Thus, while the building under Alternative 2 would be reduced by approximately 60% compared to the Project, VMT per employee would essentially remain constant. In addition, because a reduction in Project size would correlate to a similar reduction in on-site workforce, the Project's VMT per employee would also stay relatively the same under Alternative 2 as the Project's VMT per employee. It should be noted that truck trips are not required to be included in the VMT estimation per SB 743 requirements. Therefore, transportation impacts with regard to VMT would be similar to the Project's impact under Alternative 2.

Utilities and Service Systems

Under Alternative 2, a reduced building area and development intensity overall would be onsite. The reduced intensity of development on the site would also be expected to require fewer workers compared to the Project. With a reduction in building area and the number of employees, Alternative 2 would be expected to have a lower water demand, wastewater generation, and solid waste generation than the Project. However, Alternative 2 would require the same on- and off-site improvements as needed for the Project. As such, the same wet and dry utilities would be required, with construction and operational characteristics of these on- and offsite improvements being similar to the Project. Therefore, utilities and service systems impacts would be similar under Alternative 2.

Wildfire

As discussed in Section 4.14, Wildfire, of this EIR, the distance between a wildfire that is consuming wildland fuel and a building is the primary factor for structure ignition (not including burning embers) (Cohen 2000). Compared to the proposed Project, the building under Alternative 2 would be further set back from offsite wildland fuels located north of the Project site. Similar to the Project, development of Alternative 2 would result in less than significant wildfire impacts; however, the increased distance between the proposed building under Alternative 2 and wildland fuels north of the Project site would further lessen the potential for wildfire impacts.

(DEIR, pp. 7-9 – 7-13.)

Attainment of Project Objectives:

Alternative 2 would partially meet Objective 1 because it would result in development of new jobs and tax-generating business near transportation corridors but would not create a commerce center. Alternative 2 would not meet Objective 2 as it would not be able to accommodate a wide variety of users due to the limited building size and substantial outdoor storage area. Alternative 2 would meet Objective 3 as it would develop a facility in close proximity to SR-52 and SR-67 that can be used as part of the Southern California supply chain and goods movement network. Alternative 2 would mostly meet Objective 4, but not to the

same extent as the Project because Alternative 2 would have limited flexibility, making it more difficult to develop a fiscally-sound use. Also, Alternative 2 would generate fewer new jobs than the Project, making Alternative 2 meet this portion of Objective 4 to a lesser degree than the Project. Finally, Alternative 2 would meet Objective 5 as it would develop a non-residential use in an industrial area. Given the reduced intensity of development under Alternative 2, this alternative would be expected to result in fewer truck trips, lesser air emissions, and less industrial noise than the Project. As such, Alternative 2 would meet most of the Project Objectives, but would fall short of meeting Objective 2.

Finding: The City Council rejects Alternative 2: Reduced Development Intensity Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet Project Objective 2 and only partially meets Objective 4; (2) the alternative fails to avoid the Project's significant and unavoidable impacts relating to historic resources and VMT; and (3) the alternative is infeasible due to its limited flexibility.

3. Alternative 3: Refrigerated Warehouse Alternative

Description:

Under Alternative 3, the Project site would be redeveloped with a smaller warehouse-type building of approximately 200,000 sf and up to 40 feet in height. It is assumed that the warehouse would include 100,000 square feet for cold storage space, 95,000 square feet for general warehousing uses, and 5,000 square feet for office use. Compared to the proposed Project, the project footprint for Alternative 3 would be smaller and setback further south of the northern Project boundary. It is assumed that existing trees and movie screen along the northern boundary of the Property would be retained in-place. Per Table 13.14.030(A) of the Santee Municipal Code, cold storage would fall under the "Fruit or vegetable products manufacturing, including frozen foods" use and would be permitted within the IL zone with the approval of a conditional use permit. The reduced development would require fewer employees. Proposed parking at the site would require fewer parking stalls compared to the proposed Project and would be utilized for the staging and storage of refrigerated trailers, which would be connected to exterior electrical receptacles to keep their contents cold or temporarily operated under their own power via diesel generators. This alternative assumes compliance with all zoning and development regulations for the IL zoning. (DEIR, p. 7-13.)

Impacts:

Aesthetics

Alternative 3 would result in development of a smaller building that would reduce the scale and massing. In addition, the building would be setback further from the northern Property boundary and would be obscured by existing trees; this would setback and obscure views of the development from trails and residences located

north of the Project site. Similar to the Project, development of Alternative 3 would result in less than significant aesthetic impacts; however, development of Alternative 3 would further lessen aesthetic impacts to views from trails and residential areas located north of the Project site.

Air Quality

Alternative 3 would result in development of a cold storage warehouse building that is 100,000 sf smaller than the proposed Project. Given the smaller development size, construction-related emissions associated with development of Alternative 3 would be of lesser magnitude compared to the proposed Project. Alternative 3 would also generate fewer vehicle trips per day due to the reduced building size. However, operational emissions of NO_x and PM₁₀ from the refrigeration component of Alternative 3 would be of greater magnitude compared to the Project. As such, operational air contaminant emissions under Alternative 3 would be of greater magnitude overall compared to the Project.

Biological Resources

Similar to the Project, Alternative 3 would result in potential direct impacts to nesting birds and/or their habitat; indirect impacts to special-status wildlife species (specifically least Bell's vireo, yellow-breasted chat, and yellow warbler, as well as special-status plant species occurring within 500 feet of the Project site); indirect impacts to sensitive vegetation communities occurring adjacent to the Project site; indirect impacts to jurisdictional aquatic resources occurring within 500 feet of the Project site associated with the San Diego River; indirect impacts to the San Diego River corridor, which occurs adjacent to the Project site and may function as a local wildlife corridor; direct and indirect impacts to trees. However, **MM-BIO-1 through MM-BIO-4** could be implemented under Alternative 3 to reduce biological impacts to less than significant. Relative to the Project, all impacts to biological resources under Alternative 3 would be lesser in magnitude because fewer trees would be removed or indirectly impacted by the reduced development and the setback of the development from the northern Property boundary would result in a larger buffer between biological resources near the San Diego River corridor. Therefore, potential impacts to biological resources would be lesser in magnitude under Alternative 3 overall.

Cultural, Tribal Cultural, and Paleontological Resources

Similar to the Project, Alternative 3 would result in ground disturbing construction activities onsite that could result in a potentially significant impact related to discovery of buried archaeological resources, previously unknown or undiscovered human remains, tribal cultural resources, and previously unknown or undiscovered paleontological resources. However, **MM-CUL-1** and **MM-CUL-2** could be implemented under Alternative 3 to reduce the potential impacts to less than significant. Implementation of Alternative 3 would also result in the loss of significant features of the Santee Drive-In Theatre site similar to the project but would retain the movie screen near the northwest Property boundary to partially

mitigate this impact. In addition, **MM-HIS-1 through MM-HIS-4** could be implemented under Alternative 3. Similar to the Project, the overall impact to historic resources would remain significant and unavoidable with incorporation of **MM-HIS-1 through MM-HIS-4**; however, impacts to historic resources would be of lesser magnitude under Alternative 3 because the former Drive-In Theatre movie screen located along the northwest Property boundary would be retained.

Energy

The level of construction activities would be reduced under Alternative 3 compared to the Project. Thus, construction-related energy usage would be lessened. Alternative 3 would also generate fewer vehicle trips per day and would have less building space than the Project as proposed. Compared to the Project, energy consumption associated with long-term operations would be of greater magnitude under Alternative 3 because of the cold storage component. Similar to the Project, development of Alternative 3 would result in less than significant energy impacts; however, development of Alternative 3 would further lessen construction-related energy impacts, and a greater magnitude of long-term operational energy impacts would occur overall compared to the Project.

Greenhouse Gas Emissions

Similar to air quality, the extent of construction activities would be reduced under Alternative 3 compared to the Project. Thus, construction-related GHG emissions would be lessened. Alternative 3 would also generate fewer vehicle trips per day due to the reduction in the amount of building space. GHG emissions associated with longterm operation of Alternative 3 would be greater compared to the Project because of the cold storage component. As such, construction-related emissions under Alternative 3 would be of lesser magnitude; however, operation of Alternative 3 would result in a greater magnitude of GHG emissions overall compared to the Project.

Hazards and Hazardous Materials

Alternative 3 would result in development of a smaller building that would be setback further from the northern Property boundary along the San Diego River corridor. Similar to the Project, development of Alternative 3 would result in less than significant impacts related to hazards and hazardous materials; however, development of Alternative 3 would further lessen these impacts overall because Alternative 3 would have a smaller extent of site development and would be setback further from potential wildfire fuels north of the property boundary.

Hydrology and Water Quality

The proposed Project would include development of an on-site storm drain system that would accept flows from drain inlets at low spots throughout the site in compliance with the San Diego County BMP Design Manual and the City of Santee Guidelines for Surface Water Pollution Prevention manual. Stormwater would

continue to flow to the north of the site via an underground infiltration system located in the northern portion of the site. Under Alternative 3, the on-site storm drain system and infiltration system would be similar to the proposed Project and consistent with San Diego County LID requirements. Similar to the Project, development of Alternative 3 would result in less than significant impacts to hydrology and water quality. Although development of Alternative 3 would result in a reduced extent of development, hydrology and water quality impacts would be similar overall because storm drain improvements throughout the site would still be required.

Land Use

As discussed in Section 4.9, Land Use and Planning, the Project would not divide an established community and would be consistent with the following plans: City of Santee General Plan and Zoning Code, SANDAG 2021 Regional Plan/Sustainable Communities Strategy (RP/SCS), SDAPCD regulations and requirements, and the San Diego County Regional Transportation Congestion Improvement Program/Regional Arterial System (RTCIP/RAS). Alternative 3 is similar to the Project in that it would develop a warehouse consistent with local land use plans and policies. As described above, cold storage would be permitted within the IL zone with the approval of a conditional use permit. Like the Project, development of Alternative 3 would result in less than significant impacts related to land use and would be similar to the Project overall.

Noise

As discussed in Section 4.10, Noise, of this EIR, the analysis determined that the Project would not result in exceedances of local noise standards and concluded that the Project would result in less-than-significant construction-and operation-related noise impacts. Like the Project, Alternative 3 would include new sources of temporary construction and permanent operational noise, and would include a noise barrier. However, because Alternative 3 would develop a smaller building and development footprint and would be setback further from sensitive noise receptors north of the Project site, it is expected that construction and operational noise impacts would be of lesser magnitude compared to the Project.

Public Services

As discussed in Section 4.11, Public Services, of this EIR, the Project would result in less than significant impacts related to fire protection and police services and no impact related to parks, schools, and other public services because such services are generally based on population, not building size. While the Project would add new employees within the service areas of fire, law enforcement, parks, schools, and other public services, the increase would be nominal in light of existing population and employment numbers. In addition, required payment of development impact fees (DIFs) would ensure the Project contributes its fair share towards Santee Fire Department (SFD) facility improvements and equipment. Similar to the Project, development of Alternative 3 would result in less than

significant impacts related to public services; however, development of Alternative 3 would further lessen these impacts overall because Alternative 3 would have a smaller extent of site development and would be anticipated to employ fewer workers compared to the Project.

Transportation

VMT is largely dependent on the specific land use type of a particular project and the location of that project. While a reduction in a Project's size could reduce the overall VMT associated with a given project, reducing a project's square footage would not necessarily have an effect on VMT per capita or employee, which are efficiency metrics. Thus, while the building under Alternative 3 would be reduced by approximately 100,000 square feet compared to the Project, VMT per employee would essentially remain constant. In addition, because a reduction in Project size would correlate to a similar reduction in on-site workforce, the Project's VMT per employee would also stay relatively the same under Alternative 3 as the Project's VMT per employee. It should be noted that truck trips are not required to be included in the VMT estimation per SB 743 requirements. Therefore, transportation impacts with regard to VMT would be similar to the Project's impact under Alternative 3.

Utilities and Service Systems

Under Alternative 3, the Project would be constructed and operated as planned on the Project site, with the exception that the size of the proposed development would be reduced by 100,000 square feet and would include cold storage warehousing. All other on- and off-site improvements proposed as part of the Project are assumed to still be required under Alternative 3. As such, the same wet and dry utilities would be required, with construction and operational characteristics of these on- and offsite improvements being similar to the Project. Therefore, utilities and service systems impacts would be similar under Alternative 3.

Wildfire

As discussed in Section 4.14, Wildfire, of this EIR, the distance between a wildfire that is consuming wildland fuel and a building is the primary factor for structure ignition (not including burning embers) (Cohen 2000). Compared to the proposed Project, the building under Alternative 3 would be further set back from offsite wildland fuels located north of the Project site. Similar to the Project, development of Alternative 3 would result in less than significant wildfire impacts; however, the increased distance between the proposed building under Alternative 3 and wildland fuels north of the Project site would further lessen the potential for wildfire impacts.

(DEIR, pp. 7-13 – 7-17.)

Attainment of Project Objectives:

Alternative 3 would meet Objectives 1, 3, 4, and 5, as it would develop a high-quality, jobs-producing, and tax generating commerce center within an existing industrial area located near transportation corridors, including SR 52 and SR-67. Alternative 3 would not fully meet Objective 2 in that a reduced development at the site would result in a much less economically competitive development compared to similar developments in the local area and region. As such, Alternative 3 would meet most of the project objectives, but would fall short of meeting Objective 2.

Finding: The City Council rejects Alternative 3 Refrigerated Warehouse Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet Project Objective 2; (2) the alternative fails to avoid the Project's significant and unavoidable impacts relating to historical resources and VMT and increases impacts related to Air Quality and GHG; and (3) the alternative is infeasible.

E. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

Section 15126.6(e)(2) of the State CEQA Guidelines indicates that an analysis of alternatives to a proposed Project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR. Based on the alternatives analysis contained within the Draft EIR, Alternative 2 Reduced Development Intensity Alternative is identified as the Environmentally Superior Alternative.

SECTION IX. **ADOPTION OF STATEMENT OF OVERRIDING CONSIDERATIONS**

Pursuant to State CEQA Guidelines Section 15093(a), the City Council must balance, as applicable, the economic, legal, social, technological, or other benefits of the Project against its unavoidable environmental risks in determining whether to approve the project. If the specific benefits of the project outweigh the unavoidable adverse environmental effects, those environmental effects may be considered acceptable.

Having reduced the adverse significant environmental effects of the Project to the extent feasible by adopting the mitigation measures; having considered the entire administrative record on the project; the City Council has weighed the benefits of the Project against its unavoidable adverse impacts after mitigation in regard to cultural resources and transportation/traffic. While recognizing that the unavoidable adverse impacts are significant under CEQA thresholds, the City Council nonetheless finds that the unavoidable adverse impacts that will result from the Project are acceptable and outweighed by specific social, economic and other benefits of the Project.

In making this determination, the factors and public benefits specified below were considered. Any one of these reasons is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City Council would be able to stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and in the documents found in the Records of Proceeding.

The City Council therefore finds that for each of the significant impacts which are subject to a finding under CEQA Section 21081(a)(3), that each of the following social, economic, and environmental benefits of the Project, independent of the other benefits, outweigh the potential significant unavoidable adverse impacts and render acceptable each and every one of these unavoidable adverse environmental impacts:

1. The Project would establish a jobs-producing and tax-generating commerce center that utilizes existing transportation corridors.
2. The Project provides economic opportunities for Santee residents as well as those wishing to invest in the City.
3. The Project redevelops an underutilized site with a use consistent with the City's zoning and General Plan to provide an economically competitive development with similar developments in the local area and region.
4. The Project develops a facility in close proximity to SR-52 and SR-67 that can be used as part of the Southern California supply chain and goods movement network.
5. The Project generates employment in an established industrial area.
6. The Project concentrates non-residential uses in areas designated for industrial uses which are near existing roadways, highways, and freeways in an effort to isolate and reduce any potential environmental impacts related to truck traffic congestion, air emissions, and industrial noise to the greatest extent feasible.
7. Per the Sustainable Santee Action Plan Checklist, Project streets will include sidewalks, crosswalks, and other infrastructure that promotes non-motorized transportation options. The Project will include street, sidewalk, and landscape improvements.

EXHIBIT B
MITIGATION MONITORING AND REPORTING PROGRAM

RESOLUTION NO.

**RESOLUTION FOR DEVELOPMENT REVIEW PERMIT DR-2023-0002 FOR A 300,145
SQUARE-FOOT INDUSTRIAL BUILDING LOCATED AT 10990 N. WOODSIDE
AVENUE IN THE LIGHT INDUSTRIAL (IL) ZONE AND CERTIFY THE FINAL IMPACT
REPORT (ENV-2024-0003)**

**APPLICANT: North Palisade Opco, LLC
APN: 381-070-52-00
RELATED CASE FILES: P2023-1 & ENV-2024-0003**

WHEREAS, the Section 13.08.020 of the Santee Municipal Code (SMC) requires a Development Review Permit for new industrial construction on vacant property; and

WHEREAS, on February 14, 2025, North Palisade Opco, LLC submitted a complete application for Development Review Permit DR-2023-0002 and Conditional Use Permit (P2023-1) to construct a 300,145 square-foot industrial building located at 10990 N. Woodside Avenue in the Light Industrial (IL) zone; and

WHEREAS, the site can be adequately served by all required utilities and public services; and

WHEREAS, the proposed project is located within Airport Influence Area 2 of Gillespie Field but is outside of noise and safety zones therefore does not require review by the San Diego Airport Land Use Commission; and

WHEREAS, the project is subject to the payment of development impact fees in effect at the time of issuance of building permits; and

WHEREAS, development impact fees ensure that new development will not burden the existing service population with the cost of facilities required to adequately support new development; and

WHEREAS, new development requires the construction of capital improvements, including, without limitation, drainage improvements, traffic improvements, traffic signals, public park facilities, community facilities, other public improvements, public services, and community amenities; and

WHEREAS, the purpose of the development impact fees imposed on the subject project is to provide a funding source from the project to fund related capital improvements that serve the project, specifically drainage improvements, traffic improvements and traffic signals; and

WHEREAS, it is in the interest of the public's health, safety and welfare for the project to pay the costs of constructing these public facilities that are reasonably related to the impacts of the project; and

WHEREAS, a reasonable relationship exists between the use of the development impact fees and the project as capital improvements funded by these fees are expected

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to provide a citywide network of parks, public facilities, drainage and traffic-related facilities beneficial to the project; and

WHEREAS, the project's facilities need, specifically the need for parks, public facilities, drainage, traffic and traffic signal facilities, is based on the project's residential classification, the demand generated by the project for those facilities, and the project's corresponding fair share contribution toward funding of said needed facilities; and

WHEREAS, the development impact fees established for the project are based in accordance with current fee ordinances in effect at issuance of the building permit; and

WHEREAS, the project is consistent with the applicable General Plan Land Use Designation, all applicable General Plan policies, and the Zoning Ordinance land use regulations; and

WHEREAS, the subject project is not subject to Measure N as the project is not a General Plan amendment, within a Planned Development Area, a new Specific Planning Area, nor would it increase the residential density permitted by law, make changes to the General Plan Residential Land Use categories that would intensify use, make changes to the land use designation of any parcel in a manner that intensifies use, nor make changes to slope criteria, minimum parcel sizes, or lot averaging provisions of the General Plan that would permit increased density or intensity of use; and

WHEREAS, the Planning & Building Department scheduled Development Review Permit DR-2023-0002 for public hearing on August 27, 2025; and

WHEREAS, on August 27, 2025, the City Council held a duly advertised public hearing on Development Review Permit DR-2023-0002; and

WHEREAS, the City Council considered the Staff Report, CEQA Environmental Impact Report, Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the project;

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

SECTION 1: On August 27, 2025, the City Council certified the Final Environmental Impact Report; adopted Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program under CEQA.

SECTION 2: The findings in accordance with Section 13.08.080 of the SMC for a Development Review Permit are made as follows:

A. *The proposed development meets the purpose and design criteria prescribed in*

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these procedures and other pertinent sections of the zoning ordinance and municipal code.

That the proposed development, as conditioned, meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the project complies with the IL zone including lot coverage, landscaping, and building setbacks. In addition, the project design is consistent with the requirements of the Fire Code, and all proposed improvements will meet the public works standards of the City. The project proposes a 300,145 square-foot industrial building which meets maximum lot coverage. The parking requirement would be met by providing 301 spots.

B. *The proposed development is compatible with the General Plan.*

The proposed development conforms to the Santee General Plan. The project proposes an industrial/warehouse building which is consistent with the IL designation in the Land Use Element of the General Plan. The project is consistent with the General Plan's goals and policies promoting employment-generating uses, economic vitality, and compatible site design.

SECTION 3: DR-2023-0002 is hereby approved subject to the following conditions:

ANY PERMIT: Prior to the approval of any plan, issuance of any permit, and prior to occupancy or use of the premises in reliance on this permit, the applicant shall complete the following to the satisfaction of the applicable Department.

1. The applicant shall obtain approval of Conditional Use Permit (P2023-1). (Planning)
2. All construction shall be in substantial conformance with the project plans approved on August 27, 2025, and as amended by this Resolution. (All Departments)
3. The applicant shall comply with all applicable requirements of the SMC, Land Development Manual, and Public Works Standards of the City of Santee. (All Departments)
4. The applicant shall obtain building permits, as necessary, for the proposed work in compliance with all applicable SMC sections, Uniform Building Code, California Building Code (CBC), Uniform Plumbing Code, National Electric Code, Uniform Mechanical Code, Public Works Standards of the City of Santee, and all requirements of the Fire Department. (All Departments)
5. The project shall comply with all "Project Design Features" outlined in the EIR. (Planning)

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6. The project shall be in compliance with the adopted California Building Standards Code at the time of building permit application and shall be subject to expirations for plan review per SMC Section 11.04.030 (Building)
7. All building permits are subject to expiration pursuant to CBC Section 105. (Building)
8. This project is subject to the requirements for persons with disabilities outlined in CBC Title 24, Part 2, Section 11B (Accessibility Standards). (Building)
9. Following project approval and prior to any plan submittals, the applicant may schedule with the City Project Planner a post approval meeting to discuss the project conditions of approval, timing of design and construction and implementation of the project conditions. The applicant should include their project design team including project architect, their design engineer and their landscape architect. (Planning)
10. Minor or Major Revisions to the Development Review Permit, such as changes to the building elevations, site design, or landscaping design, shall be approved by the Planning & Building Director unless in the Director's judgment a Major Revision should be reviewed by the City Council. (Planning)
11. The Project shall comply with Fire Protection Technical Report prepared by YCI Building Compliance Solutions. The additional fire protection measures recommended in this report are required unless otherwise approved by the Fire Marshal. The Fire Protection Technical Report shall be submitted with the grading and building permit applications when submitted to the City of Santee for approval. The mitigating measures in the Hazard Analysis and Mitigation shall also be implemented at all applicable times throughout construction of the Project. (Fire)
12. Per the Fire Protection Technical Report, fire apparatus access from Woodside Avenue is proposed to be via an approximately 60'-0" wide, two-way, privately maintained driveway that will enhance the reliability of fire access to the building. The drive width is made as wide as possible and terminates in a cul-de-sac. The driveway access points to the site from the cul-de-sac are 30'-40' wide, which are both wider than the 26' aerial access road minimum requirement. The driveway terminates in a cul-de-sac with a radius of 50' allowing ample maneuvering and turn-around for fire apparatus and emergency responder vehicles. The fire access roadway that extends onsite would be provided on all sides of the building, giving fire personnel full access to the structure. In addition, exit doors would be installed at 125' on-center, around the perimeter of the building. (Fire)
13. The project shall install an eastbound left turn lane into the site and widen and restripe the roadway accordingly to the satisfaction of the City Engineer. (Traffic)

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14. The project shall install a new major roadway streetlight per City of Santee Standards PW-20 on the east side of the driveway on N. Woodside Avenue. (Traffic)
15. The driveway shall be built per City of Santee Standards PW-38. (Traffic)
16. Implement the mitigation MM-TRA-1 Trip Reduction Program identified on page 76 and 83 in the October 2024 Transportation Impact Study in accordance with PDF-TRA-1 of the EIR Executive Summary dated February 2025. (Traffic)
17. Construct the mitigation MM-TRA-2 Construction of Sidewalk identified on page 77 and 83 in the October 2024 Transportation Impact Study to install sidewalk along the north side of N. Woodside Avenue from the intersection of SR-67/Woodside Ave to the existing sidewalk to the east in accordance to PDF-TRA-1 of the EIR Executive Summary dated February 2025. (Traffic)
18. Install a "KEEP CLEAR" pavement marking legend on Woodside Ave at the entrance to Mission Del Magnolia as identified on page 77 of the October 2024 Traffic Impact Study in accordance with PDF-TRA-1 of the EIR Executive Summary dated February 2025. (Traffic)

GRADING PERMIT: Prior to approval of any grading plans and issuance of any grading permits, the applicant shall complete the following to the satisfaction of the applicable Department.

19. A landscape plan shall be submitted that meets the requirements of the City's Water Efficient Landscape Ordinance. The landscape plan shall be prepared by a licensed landscape architect, and the landscaping shall be to the satisfaction of the Planning & Building Director. (Planning)
20. Landscaping shall not use plants listed on California Invasive Plant list. Locally native plants shall be used near open space and native areas to the greatest extent feasible. (Planning)
21. The on-site, looped, private fire service main shall be provided with two points of connection to the public water source. (Fire)
22. Precise Grading Plans shall be submitted to the Engineering Department for review and acceptance. (Engineering)
 - a. Horizontal and vertical control for all plans shall be obtained from ROS 11252 and shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the City project engineer.

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- b. All recommended measures identified in the approved geotechnical study shall be incorporated into the project design and construction.
- c. Grading plans shall include preliminary recommendations for all pavement design sections within the project limits. The pavement structural section shall be designed based on the "R" value method using a minimum traffic index of 4.0 for Automobile Parking Stalls, 5.5 for Light Vehicle Circulation Areas and 7.0 for Heavy Truck Access Areas. Structural sections shall consist of asphalt concrete over approved aggregate base material. Minimum concrete section shall be 5 1/2 inches PCC over compacted, non-expansive soil. Mix design shall be a minimum class 520-C-2500. R-value test data and design calculations shall be submitted for approval to the Engineering Department a minimum of seven days prior to placement of paving. The pavement design report shall conform to City of Santee Form 435 – PAVEMENT DESIGN AND R-VALUE TEST SUBMITTAL PROCEDURES.
- d. Grading plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. The applicant shall make an electronic submittal via the City of Santee Permitting and Licensing Portal. The items to be submitted include but are not limited to the following:
 - 1) 100% complete Grading, landscape, and irrigation plans.
 - 2) A completed grading permit application.
 - 3) Estimate for the cost of construction.
 - 4) Drainage Study specified here within.
 - 5) Storm Water Quality Management Plan specified here within.
 - 6) Operation & Maintenance (O&M) plan specified here within.
 - 7) Storm Water Pollution Prevention Plan specified here within.
 - 8) Geotechnical Study specified here within.
 - 9) Hydraulic Study and Hydraulic Analysis specified here within.
 - 10) Letters of permission from any adjoining property owners if grading is proposed off-site. Letters shall be in a form acceptable to the City.
 - 11) Letters of acknowledgement signed and sealed, from each design consultant acknowledging City ownership of all construction drawings following City approval as specified here within.
 - 12) Resolution of Approval approving the project.

In addition to the above electronic submittal requirements, one hard copy of the above-mentioned full-sized plans, documents and reports shall be provided to the project engineer. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule. The amount due will be

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determined by staff after the initial intake. To begin the review process, fees must be paid in full.

23. Provide a geotechnical study prepared in accordance with the Santee General Plan. The investigation will be subject to independent third-party review to be paid for by the applicant. The applicant shall place a deposit with the Engineering Department in an amount satisfactory to the Director of Engineering/City Engineer to cover the cost of the review. All recommended measures identified in the approved study shall be incorporated into the project design. The Geotechnical/Seismic Hazard Study for the Safety Element of the Santee General Plan which details, in Table A-1, study criteria necessary to conform to the General Plan requirements, can be accessed from the City's website. (Engineering)
 - a. The geotechnical report shall analyze any proposed infiltration techniques (trenches, basins, dry wells, permeable pavements with underground reservoir for infiltration) for any potential adverse geotechnical concerns. Geotechnical conditions such as: slope stability, expansive soils, compressible soils, seepage, groundwater depth, and loss of foundation or pavement subgrade strength should be addressed, and mitigation measures provided.
24. Replace failed or inadequate pavement to the centerline and/or sidewalk adjacent to the site on North Woodside Avenue to the satisfaction of the Director of Engineering/City Engineer. (Engineering)
25. The applicant shall pay all development impact fees in effect at the time of issuance of building permits. Effective March 10, 2025, the fees for 290,145sf of warehouse and 10,000sf of office space are estimated to be as follows:

a.	Traffic Signal	\$ 10,609.40 (Office)	or	\$ 1,060.94/1000sf
b.	Traffic Mitigation	\$ 75,772.10 (Office)	or	\$ 7,577.21/1000sf
c.	Drainage	\$ 6,441.60 (Office)	or	\$ 644.16 /1000sf
d.	Fire Facilities Fee	\$ 19,890.80 (Office)	or	\$ 1,989.08 /1000sf
e.	Long Range Plan	\$ 893.10 (Office)	or	\$ 89.31 /1000sf
f.	Administration Fee	\$ 2,272.20 (Office)	or	\$ 272.22 /1000sf
g.	Traffic Signal	\$ 71,224.79 (Industrial)	or	\$ 245.48/1000sf
h.	Traffic Mitigation	\$ 508,685.12 (Industrial)	or	\$ 1,753.21/1000sf
i.	Drainage	\$ 383,290.25 (Industrial)	or	\$ 1,321.03 /1000sf
j.	Fire Facilities Fee	\$ 57,712.74 (Industrial)	or	\$ 198.91 /1000sf
k.	Long Range Plan	\$ 2,593.90 (Industrial)	or	\$ 8.94 /1000sf
l.	Administration Fee	\$ 20,469.73 (Industrial)	or	\$ 70.55 /1000sf

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Development Impact Fee amounts shall be calculated in accordance with current fee ordinances in effect at issuance of building permit. Fees shall be adjusted on an annual basis in accordance with the Municipal Code. To be eligible for credits, the applicant shall provide the existing livable building square footage certified by their engineer of work to the Director of Engineering for approval for use in calculating the final fee amounts.

26. Following issuance of a grading permit the applicant shall complete rough grading in accordance with the approved grading plans and the recommendations of the project's geotechnical engineer. Following completion of the rough grading and prior to issuance of any building permits, provide original signed and sealed pad compaction certification from the geotechnical engineer and original signed and sealed pad elevation certification from the project civil engineer to the City project engineer. (Engineering)
27. Provide a drainage study prepared by a registered Civil Engineer, with demonstrated expertise in drainage analysis and experience in fluvial geomorphology and water resources management. Storm drainage shall be designed to adequately convey storm water runoff without damage or flooding of surrounding properties or degradation of water quality. (Engineering)
 - a. The drainage study shall identify and calculate storm water runoff quantities expected from the site and upstream of the site and verify the adequacy of all on-site or off-site facilities necessary to discharge this runoff. The drainage system design shall be capable of collecting and conveying all surface water originating within the site, and surface water that may flow onto the site from upstream lands and shall be in accordance with the latest adopted Master Drainage Plan, the requirements of the City of Santee Public Works Standards, including analysis of the 10-year, 50-year and 100-year frequency storms, and be based on full development of upstream areas.
 - b. The drainage study shall compute rainfall runoff characteristics from the project area including, at a minimum, peak flow rate, flow velocity, runoff volume, time of concentration, and retention volume. These characteristics shall be developed for the 10-year, 50-year and 100-year frequency six-hour storm during critical hydrologic conditions for soil and vegetative cover. Storm events shall be developed using isopluvial maps and in accordance with the San Diego County Hydrology Manual.
28. Provide a Storm Water Quality Management Plan (SWQMP) prepared in accordance with the City of Santee Storm Water Ordinance and in accordance with the City of Santee Best Management Practices (BMP) Design Manual dated February 2016. The SWQMP must include best management practices (BMPs) to address water quality and hydromodification. An Operation and Maintenance

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Plan describing maintenance requirements and costs for BMP maintenance and provision of maintenance verification shall be provided. (Engineering)

The SWQMP shall include the following:

- a. Develop and implement appropriate Best Management Practices (BMPs) to ensure that the project does not increase pollutant loads from the site. A combination of respective storm water BMPs, including Site Design, Source Control, and Structural Treatment Control shall be implemented in accordance with the approved SWQMP.
- b. The project design shall incorporate Low Impact Development (LID) and site design BMPs to minimize directly connected impervious areas and to promote infiltration using LID techniques as outlined in the County of San Diego's LID handbook. Parking areas shall be designed to drain to landscape areas. Private roads shall be designed to drain to vegetated swales or landscaped areas.
- c. The site shall comply with full trash capture requirements by providing completely enclosed trash and recycling enclosures, and fitting all storm drain inlets with a State certified grate/screen or trash rack. Said devices must be designed to capture debris of 5 mm or greater, while preventing flooding potential. In addition, any adjacent public storm drain inlet structure to which the site discharges must also be retrofitted with trash capture devices. The device which shall be used for public inlets is the ADS FlexStorm Connector Pipe Screen system or approved equal.
- d. All inlets must be labeled with concrete stamp or equivalent - stating, "No Dumping - Drains to River". If work is performed on a public inlet, the public inlet must be labeled with the following standard specification: Public storm drain inlet markers shall be 4" diameter, stainless steel, natural embossed, inlet marker as manufactured by Almetek Industries or approved equal. Marker shall contain/state "No Dumping" with "Fish w/ Wave" symbol and "Drains to Waterways" legend. Marker shall contain 2" long x 1/4" diameter threaded rod and shall be installed flush and wet-set in top of inlet, centered on width of inlet opening.
- e. Down spouts and HVAC systems are not permitted to be connected to any storm drain conveyance system. All non-storm water discharges must either drain to landscaped areas or be plumbed to the sewer.
- f. Fire suppression systems must be designed to be able to discharge to a sewer clean out for all maintenance and testing activities, or otherwise captured and contained on-site.

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- g. California native/drought-tolerant plants shall be used to the maximum extent feasible to minimize the need for irrigation. Where irrigation is necessary, then the system shall be designed and installed to prevent overspray or irrigation runoff during normal operations and during a break in the line.
- h. Provide a narrative in the source control section regarding the types of material to be stored outdoors and how materials shall be covered and/or protected from the outside elements and be stored above the finished grade to prevent contact with the storm water runoff.
- i. The final project submittal shall include a standalone Operation and Maintenance (O&M) Plan in accordance with the City of Santee BMP Design Manual.

29. Construction Site Storm Water Compliance (Engineering)

- a. Provide proof of coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, WQ 2022-0057-DWQ) prior to start of construction. This project disturbs one or more acres of soil or disturbs less than one acre but is part of a larger common plan of development that in total disturbs one or more acres. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
- b. Submit a copy of the draft project specific Storm Water Pollution Prevention Plan (SWPPP) to the City for review and approval. The Construction SWPPP should contain a site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The Construction SWPPP must list Best Management Practices (BMP's) the applicant will use to protect storm water runoff and the placement of those BMP's. Section XIV of the Construction General Permit describes the SWPPP requirements.

ROUGH GRADING: Prior to any grading or site preparation activities the applicant shall complete the following to the satisfaction of the applicable Department.

- 30. Prior to the start of construction activities and issuance of grading permits, the Project applicant, or its designee, shall ensure that all 75 horsepower or greater diesel-powered equipment are powered with California Air Resources Board (CARB)-certified Tier 4 Interim engines or better. (Planning)

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31. A “noise disturbance coordinator” shall be established. The noise disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler) and shall be required to implement reasonable measures to reduce noise levels. (Planning)
32. The Project will construct an 8'-0" tall approximately 568-foot-long wall along the northern perimeter of the project site. A portion of this wall will include an overlapping wall section to allow for drainage and access. The Project will begin the installation of this wall concurrently with the commencement of rough grading and complete its installation prior to the start of precise grading. (Planning)
33. Construction equipment with a manufacturer’s noise rating of 85 dBALMAX or greater, may only operate at a specific location for 10 consecutive workdays. If work involving such equipment will be operating for more than 10 consecutive workdays, a notice must be provided to all property owners and residents within 300 feet of the site no later than 10 days before the start of construction. A sign, legible at a distance of 50 feet, shall also be posted at the construction site. All notices and the signs must be approved by the City and shall indicate the dates and durations of construction activities, as well as a telephone number for a noise disturbance coordinator. (Planning)
34. In conformance with CEQA, the Migratory Bird Treaty Act and the California Fish and Game Code, brushing, clearing and /or grading shall not be allowed during bird breeding season (between January 15 and September 15). If vegetation is to be cleared during the breeding season, a qualified biologist shall perform a nesting bird survey within the proposed construction area and appropriately sized buffer no more than 72 hours prior to vegetation disturbance. If the planned vegetation disturbance does not occur within 72 hours of the nesting bird survey, then the area will be resurveyed. If nesting birds are found, then the qualified biologist will establish an adequate buffer zone (on a species-by species, case-by-case basis) in which construction activities would be prohibited until the nest is no longer active. The size of the buffer zone is determined by the biologist based on the amount, intensity, and duration of construction and can be altered based on site conditions. If appropriate, as determined by the biologist, additional monitoring of the nesting birds may be conducted during construction to ensure that nesting activities are not disrupted. (Planning)
35. In areas near or adjacent to Environmentally Sensitive Areas, construction limits shall be clearly demarcated using highly visible barriers (such as silt fencing), which shall be installed under the supervision of a qualified biologist prior to the commencement of work. Construction personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the project footprint, including designated staging areas, and routes of travel. The construction areas shall be limited to the minimal area necessary to complete the proposed project. The

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fencing shall remain in place until the completion of all construction activities and shall be promptly removed when construction is complete. (Planning)

36. A qualified biological monitor shall conduct construction monitoring of all work conducted within/adjacent to environmentally sensitive areas during all vegetation removal and ground-disturbing activities such as staging and grading, for the duration of the proposed project to ensure that practicable measures are being employed to avoid incidental disturbance of habitat outside the project footprints and to survey for sensitive wildlife species. When vegetation removal and ground-disturbing activities are not occurring, as-needed monitoring at the project sites shall occur. (Planning)
37. In areas near or adjacent to Environmentally Sensitive Areas, a qualified biologist shall conduct a Worker Environmental Awareness Program (WEAP) training session for project and construction personnel prior to the commencement of work. The training shall include a description of the species of concern and their habitats, the general provisions of the Endangered Species Acts (FESA and CESA), the penalties associated with violating the provisions of the acts, the general measures that are being implemented to conserve the species of concern as they relate to the project, and the access routes to and project site boundaries. (Planning)
38. Prior to the start of ground-disturbing activities, the project paleontologist shall conduct a paleontological resource training workshop to be attended by earth excavation personnel. (Planning)
39. Prior to the start of ground-disturbing activities, the applicant shall retain a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology (U.S. Department of the Interior 2012). The applicant shall also retain a Native American monitor of Kumeyaay descent. (Planning)
40. The qualified archaeologist shall conduct cultural resources sensitivity training for all construction personnel. Construction personnel shall be informed of the types of archaeological resources that may be encountered, and of the proper procedures to be enacted in the event of an inadvertent discovery of archaeological resources or human remains. The applicant shall ensure that construction personnel attend the training and sign an attendance acknowledgement form. The applicant shall retain documentation demonstrating attendance. (Planning)
41. Prior to delivery of combustible materials to the Project site, fire apparatus access roads shall be installed leading to within 150 feet of any area where combustible materials will be placed. These fire apparatus access roads must provide all weather driving capabilities, and support the weight of a fire engine (78,000 lbs.). The first layer of asphalt is permitted. All underground utilities including fire

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mains, fire hydrants and fire service underground devices shall be installed prior to the delivery of construction materials. (Fire)

DURING GRADING: During any grading, site preparation or construction activities, the applicant shall complete the following conditions to the satisfaction of the applicable Department:

42. All vehicles, equipment, tools, and supplies shall stay within the limits of the impact area. (Planning)
43. During construction activities, the following best management practices (BMPs) shall be implemented:
 - a. All equipment maintenance, staging, and dispensing of fuel, oil, or any other such activities shall occur in developed or designated non-sensitive upland habitat areas. The designated upland areas shall be located to prevent runoff from any spills from entering Waters of the US.
 - Construction Storm Water Pollution Prevention Plan (SWPPP) and a soil erosion and sedimentation plan shall be developed (where requirements are met) to minimize erosion and identify specific pollution prevention measures that shall eliminate or control potential point and nonpoint pollution sources on site during and following the project construction phase. The SWPPP shall identify specific BMPs during project construction to prevent any water quality standard exceedances. In addition, the SWPPP shall contain provisions for changes to the plan such as alternative mechanisms, if necessary, during project design and/or construction to achieve the stated goals and performance standards.
 - b. Trash shall be stored in closed containers so that it is not readily accessible to scavengers and shall be removed from the construction site on a daily basis.
 - c. Water quality shall be visually monitored by the biological monitor to ensure that no substantial increases in turbidity occur during construction.
 - d. All relevant natural resource permits and authorizations shall be obtained from appropriate agencies (i.e., USACE, RWQCB, and CDFW) prior to the initiation of construction activities. Permit conditions contained within the permits and authorizations shall be employed throughout the duration of the project.
 - e. Hydrologic connectivity shall be maintained within drainages during the duration of construction. Brush, debris material, mud, silt, or other pollutants from construction activities shall not be placed within drainages and shall not be allowed to enter a flowing stream.

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- f. Dust control measures shall be implemented by the contractor to reduce excessive dust emissions. Dust control measures shall be carried out at least two times per day on all construction days, or more during windy or dry periods, and may include wetting work areas, the use of soil binders on dirt roads, and wetting or covering stockpiles.
 - g. No pets shall be allowed in, or adjacent to, the project sites.
 - h. Rodenticides, herbicides, insecticides, or other chemicals that could potentially harm wildlife or native plants shall not be used near or within Environmentally Sensitive Areas within or near the roadway segments.
 - i. Construction equipment shall be cleaned of mud or other debris that may contain invasive plants and/or seeds and inspected to reduce the potential of spreading noxious weeds before mobilizing to the site and before leaving the site during the course of construction.
 - j. The cleaning of equipment will occur at least 300 feet from Environmentally Sensitive Area fencing. (Planning)
- 44. The construction contractor shall use construction equipment powered by California Air Resources Board certified Tier 4, or newer, engines and haul trucks that conform to current U.S. Environmental Protection Agency truck standards. (Planning)
- 45. The on-site construction superintendent shall ensure implementation of standard BMPs as required by the San Diego Air Pollution Control District (SDAPCD) Rules 50, 51, 52, 54 and 55 Fugitive Dust Control. (Planning)
- 46. The on-site construction superintendent shall ensure implementation of applicable California Department of Resources Recycling and Recovery (CalRecycle) Sustainable (Green) Building Program Measures, as specified on the CalRecycle website. (Planning)
- 47. The Construction Contractor shall ensure that construction of the project complies with the recommendations identified in the project specific geotechnical investigation. Recommendations related to general construction, seismic considerations, earthwork, foundations, building floor slabs, lateral earth pressures, corrosivity, drainage, storm infiltrations, exterior concrete and masonry flatwork and paved areas shall be adhered to during all project design and construction. (Planning)
- 48. All feasible noise reducing strategies should be implemented where possible including:
 - a. Ensuring that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications;
 - b. Re-routing of construction equipment away from adjacent noise-sensitive uses;

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- c. Locating noisy construction equipment away from surrounding noise-sensitive uses;
 - d. Using sound aprons or temporary noise enclosures around noise-generating equipment;
 - e. Positioning storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses;
 - f. Using the quietest practical type of equipment;
 - g. Using electric powered equipment instead of diesel or gasoline engine powered equipment;
 - h. Using shrouding or shielding and intake and exhaust silencers/mufflers; and
 - i. Any other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses. (Planning)
49. All idling equipment shall be turned off when not in use. (Planning)
50. Equipment shall be properly serviced and maintained to manufacturers standards ensuring that vehicles and their loads are secured from rattling and banging. (Planning)
51. The qualified archaeologist, or an archaeological monitor (working under the direct supervision of the qualified archaeologist), shall observe all initial ground-disturbing activities, including but not limited to brush clearance, vegetation removal, grubbing, grading, and excavation. The qualified archaeologist, in coordination with the applicant and the City, may reduce or discontinue monitoring if it is determined by the qualified archaeologist that the possibility of encountering buried archaeological deposits is low based on observations of soil stratigraphy or other factors. Archaeological monitoring shall be conducted by an archaeologist familiar with the types of archaeological resources that could be encountered within the project site. The archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of a discovery until the qualified archaeologist has evaluated the discovery and determined appropriate treatment (as prescribed below). The archaeological monitor shall keep daily logs detailing the types of activities and soils observed, and any discoveries. After monitoring has been completed, the qualified archaeologist shall prepare a monitoring report that details the results of monitoring. The report shall be submitted to the City and any Native American groups who request a copy. A copy of the final report shall be filed at the South Coastal Information Center (SCIC). (Planning)
52. A Native American Monitor of Kumeyaay decent shall be present for any pre-construction meeting and for all ground disturbing activities associated with the project. Should any cultural or tribal cultural resources be discovered, no further grading shall occur in the area of the discovery until the City Planner, or designee, with concurrence from the Native American Monitor, are satisfied that treatment of the resource has occurred. In the event that a unique archaeological

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resource or tribal cultural resource is discovered, and in accordance with Public Resources Code Section 21083.2(b)(1), (2), and (4), the resource shall be moved and buried in an open space area of the Project site, such as slope areas, which will not be subject to further grading activity, erosion, flooding, or any other ground disturbance that has the potential to expose the resource. The on-site area to which the resource is moved shall be protected in perpetuity as permanent open space. No identification of the resource shall be made on-site; however, the Applicant shall plot the new location of the resource on a map showing latitudinal and longitudinal coordinates and provide that map to the Native American Heritage Commission (NAHC) for inclusion in the Sacred Lands File (SLF). Disposition of the resources shall be at the discretion of the City of Santee, but in accordance with the foregoing. (Planning)

53. In the event of the unanticipated discovery of archaeological materials, all work shall immediately cease in the area (within 100 feet) of the discovery until it can be evaluated by the qualified archaeologist in consultation with the Native American monitor. Construction shall not resume until the qualified archaeologist has conferred with the applicant and the City on the significance of the resource. (Planning)
54. If it is determined that the discovered archaeological resource constitutes a historical resource or a unique archaeological resource under CEQA, avoidance and preservation in place is the preferred manner of mitigation. Preservation in place may be accomplished by, but is not limited to, avoidance, incorporating the resource into open space, capping, or deeding the site into a permanent conservation easement. In the event that preservation in place is demonstrated to be infeasible and data recovery through excavation is the only feasible mitigation available, a Cultural Resources Treatment Plan shall be prepared and implemented by the qualified archaeologist in consultation with the applicant and the City that provides for the adequate recovery of the scientifically consequential information contained in the archaeological resource. The qualified archaeologist and the City shall consult with appropriate Native American representatives in determining treatment for prehistoric or Native American resources to ensure cultural values ascribed to the resources, beyond those which are scientifically important, are considered. (Planning)
55. If human remains are encountered, all work shall halt in the vicinity (within 100 feet) of the discovery and the San Diego County Coroner will be contacted in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. The applicant and the City will also be notified. If the County Coroner determines that the remains are Native American, the NAHC will be notified in accordance with Health and Safety Code Section 7050.5, subdivision (c), and PRC Section 5097.98 (as amended by AB 2641). The NAHC will designate a Most Likely Descendant (MLD) for the remains per PRC Section 5097.98. The MLD shall complete the inspection of the site within 48 hours of being granted access and shall provide recommendations for the treatment of the remains. Until

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the landowner has conferred with the MLD, the applicant will ensure that the immediate vicinity where the discovery occurred is not disturbed by further activity, is adequately protected according to generally accepted cultural or archaeological standards or practices. (Planning)

56. A project paleontologist or paleontological monitor shall be present during all earthwork in formations with moderate to high paleontological sensitivity. A paleontological monitor (working under the direction of the project paleontologist) shall be on site on a full-time basis during all original cutting of previously undisturbed deposits. (Planning)
57. If fossils are discovered, the project paleontologist (or paleontological monitor) shall recover them. In most cases, fossil salvage can be completed in a short period of time. However, some fossil specimens (e.g., a bone bed or a complete large mammal skeleton) may require an extended salvage period. In these instances, the project paleontologist (or paleontological monitor) has the authority to temporarily direct, divert, or halt grading to allow recovery of fossil remains in a timely manner. (Planning)
58. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall be deposited in the designated fossil repository. 8. Post-Construction Final Report: A final summary paleontological mitigation report that outlines the results of the mitigation program shall be completed and submitted to the City of Santee within two weeks of the completion of each construction phase of the proposed Project. This report shall include discussions of the methods used, stratigraphic section(s) exposed, fossils collected, inventory lists of cataloged fossils, and significance of recovered fossils. (Planning)
59. The applicant shall comply at all times with the following work hour requirements:
 - a. No site work, building construction, or related activities, including equipment mobilization will be permitted to start on the project prior to 7:00 am and all work for the day shall be completed by 7:00 pm, no exceptions.
 - b. No work is permitted on Sundays or City Holidays.
 - c. No deliveries, including equipment drop off and pick-up, shall be made to the project except between the hours of 8:00 am and 6:00 pm, Monday through Saturday, excluding Sundays and City Holidays. Deliveries of emergency supplies or equipment necessary to secure the site or protect the public are permitted.
 - d. If the applicant fails or is unable to enforce compliance with their contractors, subcontractors and material suppliers regarding the specified work hours, additional reduction in work hours may be imposed by the Engineering Department.

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In addition to the above the applicant shall erect one or more signs stating the work hour restrictions. Signs shall be installed as may be required, in the vicinity of the project construction trailer if a job site trailer is used, or at such other locations as may be deemed appropriate by the Engineering Department. The sign shall be a minimum of 24" x 36" and shall be weather proofed. The sign content shall be provided by the Engineering Department. (Engineering)

60. Trench work when required within City streets shall be completed within two weeks of the initial start date, including placement of the final trench patch. Trench plates or temporary pavement placement shall be installed at the end of each workday. Advance warning signs on lighted barricades notifying the public of trench plates and or uneven pavement shall be placed and maintained until permanent pavement repairs are made. The maximum length of time including weekends and holidays that trench plates may remain on the street is 72 hours after which temporary or permanent asphalt paving shall be placed.
61. Vehicle access on Mission Gorge Road, Cuyamaca Street, Olive Lane, Town Center Parkway, Carlton Hills Boulevard, Woodside Avenue, and Riverview Parkway shall be maintained at all times and all work shall be done at night unless otherwise approved by the Director of Engineering/City Engineer. When day work is permitted, work hours shall be from 8:30 am to 3:30 pm, including set up and breakdown of traffic control. No day work will be permitted during the holiday season, defined as beginning the Saturday before Thanksgiving Day and shall extend through New Year's Day, unless otherwise approved by the Director of Engineering/City Engineer. (Engineering)
62. Comply with all applicable sections of the Municipal Code, Land Development Manual and Public Works Standards of the City of Santee. (Engineering)

BUILDING PERMIT: Prior to approval of any building plan and the issuance of any building permit the applicant shall complete the following to the satisfaction of the applicable Department.

63. On building plans, accessible parking spaces are to be identified when parking is provided. Parking spaces for common areas shall also be identified. (Building)
64. On building plans, provide the location of the USPS mailboxes and the designated USPS parking stall. Illustrate the accessible route to the mailboxes, clear space in front of the boxes and reach ranges in compliance with California Building Standards Code. CBC 11B- (206, 305 & 308). (Building)
65. All construction plans shall include the following notes:
 - a. Operations shall conform to the City's Municipal Code Section 5.04.090.
 - b. All equipment shall be equipped with properly maintained mufflers.

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- c. The construction contractor shall place noise-generating construction equipment and locate construction staging areas at the greatest possible distance from sensitive uses whenever feasible during all project construction.
 - d. The construction contractor shall use on-site electrical sources to power equipment rather than diesel generators where feasible. (Planning)
66. The following shall be incorporated into the project construction plans: "Control of Construction Hours. Construction activities occurring as part of the project shall be subject to the limitations and requirements of Section 5.04.090 of the City Municipal Code which states that construction activities may occur between 7:00 a.m. and 7:00 p.m. Mondays through Saturdays. No construction activities shall be permitted outside of these hours or on Sundays and federal holidays." (Planning)
67. Should temporary sales office and/or model homes(s) be desired, the applicant shall comply with the requirements of Subsection 13.06.070 E of the Santee Zoning Ordinance without the requirement to file an application for a Temporary Use Permit. Any required building permits shall first be obtained prior to the operation of a sales office and/or model home(s). (Planning)
68. All areas for storage of refuse containers, and collection and service areas, shall be enclosed or effectively screened from public view by use of a fence, wall, landscaping, berms or a combination thereof. (Planning)
69. Provide a fence plan in compliance with the fence requirements in Section 13.10.050 of the Santee Municipal Code. All interior fences shall be made of quality materials and perimeter and retaining walls shall be decorative to the satisfaction of the Planning & Building Director. (Planning)
70. A construction safety plan is required at the time of building permit application. This plan must be approved by the Santee Fire Department prior to Construction permit issuance. Please reference CFC Chapter 33. This plan shall also include a phasing plan as approved by the Fire and Building Code Officials. (Fire)
71. The fire lane width shall be measured curb to curb (or parking space striping to parking space striping) and shall extend vertically from grade to the highest point of any structures or obstacles constructed adjacent to the fire lane. No building elements, balconies, drains, projections, or any other object shall encroach into this clear space. The fire lane(s) shall be identified by painting curbs red with white-stenciled letters indicating "NO PARKING – FIRE LANE" (where appropriate). Alternatively, signs shall be installed on the edge of the curb indicating the same. The signs shall be every 75 feet (or other approved spacing) and at the entrance to the Project area. Exact placement shall be approved by

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the fire code official prior to installation. Parking spots shall not encroach into apparatus driving areas or turns. (Fire)

72. The applicant shall include provisions in their design contract with their design consultants that following approval by the City, all construction drawings or technical reports accepted by the City, exclusive of architectural building plans, shall become the property of the City. Once accepted, these plans may be freely used, copied or distributed by the City to the public or other agencies, as the City may deem appropriate. A letter of acknowledgement of this requirement from each design consultant is required at the time of plan submittal. This letter shall be in a format acceptable to the Director of Engineering/City Engineer. (Engineering)
73. To coordinate with the City Geographic Information System, horizontal and vertical control for all construction drawings, grading plans, landscape plans, street improvement plans, plot plans, etc., shall be obtained from ROS 11252. All plans, exclusive of building plans, shall be prepared at an engineering scale of 1"=20' unless otherwise approved by the project engineer. (Engineering)
74. Applicant shall ensure that all property corners are properly monumented. If corners have been lost or do not exist, corners shall be set, and a Record of Survey filed prior to issuance of a building permit. (Engineering)
75. Starting with the first plan check submittal, all plan sets shall be submitted concurrently to Padre Dam Municipal Water District for review and approval. The City does not coordinate the review process with Padre Dam, this is the responsibility of the design engineer and the landscape architect. Failure to properly coordinate this review may result in delay in the issuance of permits required for construction. It is incumbent upon the applicant to oversee the plan submittals of their design consultants. (Engineering)
76. Street Improvement Plans shall be submitted to the Engineering Department for review and acceptance. Prior to the start of construction of any improvements, public or private, within the limits of the public right-of-way, the applicant shall have plans accepted, agreements executed, securities posted, and an encroachment permit issued. All improvements shall be installed in accordance with City standards and at the applicant's cost unless otherwise indicated. The following improvements are conditioned as part of this development: (Engineering)
 - a. Construct a minimum 32-foot-wide commercial driveway on North Woodside Avenue per City of Santee Standards. The driveway design shall be per the City of Santee Public Works Standard Drawing PW-38 and to the satisfaction of the Director of Engineering/City Engineer.

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- b. Widen North Woodside Avenue to parkway standards that include 26 feet of paved roadway and 36 feet of right-of-way north of the centerline. Show the overall full right-of-way width of 66 feet, and show curb, gutter, sidewalks, street lighting, fire hydrants and pedestrian ramps at curbs.
- c. Prior to obtaining a Building Permit to construct buildings and structures under Development Review Permit DR-2023-0002, the applicant shall comply with the following conditions:
 - 1) The applicant shall fund its fair share of the cost of reconstructing a portion of Woodside Avenue North. Based on the additional traffic impacts to this roadway, an estimated additional amount of \$476,000 is required to offset future truck traffic volumes directly related to the Palisades Santee Commerce Center project. Payment in the amount of \$476,000 shall be made to the City of Santee.
 - 2) The applicant shall provide a sidewalk connection to Mission Gorge Road at the west terminus of Woodside Avenue. The applicant shall provide a cash security of \$50,000 as the applicant obtains the necessary permits to install said improvements. Should the improvements not be installed at the time the applicant obtains first occupancy, funds could be forfeited to the City of Santee general fund for use at the City's discretion.
- d. Street Improvement Plans shall be amended to reflect the finalized required improvements per sections PDF-TRA-1 and MM-TRA-2 as identified in the Executive Summary section of the project EIR dated February 2025.
- e. Street Improvement plans shall be one hundred percent (100%) complete at the time of plan check submittal, be prepared in accordance with City guidelines and the requirements set forth herein and be ready for acceptance by the City. Partial or incomplete submittals will not be accepted for plan check. The applicant shall make an electronic submittal via the City of Santee Permitting and Licensing Portal. The items to be submitted include but are not limited to the following:
 - 1) 100% complete improvement plans.
 - 2) Estimate for the cost of construction.
 - 3) Resolution of Approval approving the project.

In addition to the above electronic submittal requirements, one hard copy of the full-sized improvement plans shall be provided to the project engineer. Plan check and inspection fees shall be paid in accordance with the City Fee Schedule. The amount due will be determined by staff after the initial intake. To begin the review process, fees must be paid in full.

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OCCUPANCY: Prior to any occupancy, final grading release, or use of the premises in reliance of this permit the applicant shall complete the following to the satisfaction of the applicable Department.

77. In conformance with San Diego Air Pollution Control District's (SDAPCD) Rule 67.0.1, Architectural Coatings, the project shall use low volatile organic compound (VOC) paints. (Planning)
78. A bond, equal to the cost of full landscape installation, shall be deposited with the Planning & Building Department and retained for a minimum of one year or until the landscaping is established to the satisfaction of the Planning & Building Director. (Planning)
79. The Project site shall be secured in an approved manner by the Fire and Building Code Officials. Fire fighter access shall be given via a Knox Company product suitable for rapid entry in the event of an incident on site. (Fire)
80. Fire hydrant locations shall be approved by the Fire Marshal prior to installation. Eight (8) on-site private fire hydrants shall be provided. A minimum fire flow requirement of 4,000 gallons per minute at 20 psi for a 4-hour duration will be provided. Fire hydrants on site shall have one 4" port and two (2) 2½" ports. (Fire)
81. A deferred submittal is required to be submitted to the Santee Fire Department. Per the Fire Protection Technical Report, an early suppression fast response (ESFR) sprinkler system shall be installed throughout the warehouse area. (Fire)
82. A deferred submittal is required for automatic fire alarm systems or dedicated functional fire alarm systems and must be submitted to the Santee Fire Department. (Fire)
83. Knox Company fire department connections (FDC) plugs shall be installed on all fire department connections for the automatic fire sprinkler systems, when FDC's are required. (Fire)
84. An exterior approved audio/visual device shall be connected to every automatic sprinkler system in an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. (Fire)
85. Each vehicular access gate shall be equipped with Knox key switches and automatic sensors for gate override. All gates shall have a manual release device or other means to open the gate in the event of power failure. (Fire)
86. Address Numbers shall be block-style, a minimum of 12" in height and black in color (or other approved color), in contrast with their background. (Fire)

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87. Per the Fire Protection Technical Report, the fire pump will be voluntarily upgraded from an electric pump relying on electricity from the grid to a diesel engine-based system. The need for a fire pump shall be determined upon the demand for the automatic fire sprinkler system, standpipe system, and private fire hydrant system. If it is demonstrated that the domestic water supply can support all systems with at least a 10% safety factor, the fire pump may not be required, as approved by the Fire Marshal. (Fire)
88. Prior to permit issuance, the property owner shall provide a completed and signed Owner's Certificate stating the intended use and hazard classification of the building in accordance with NFPA 13, to ensure proper sprinkler system design. (Fire)
89. If there are multiple fire sprinkler risers, each system shall have a post-indicating valve and fire department connection for that system located on the exterior of the building in an approved location, unless otherwise approved by the Fire Marshal. (Fire)
90. A deferred submittal is required for a Standpipe System. This may be combined with the automatic fire sprinkler system deferred submittal. (Fire)
91. Fire department connections (FDC) should be within 50' of a fire hydrant and shall be no more than 100' from a fire hydrant. (Fire)
92. The emergency responder radio coverage system (ERRCS) shall be designed, installed, and tested in compliance with the applicable California Fire Code Section 510, NFPA 1221, and NFPA 72 standards. Plans and technical specifications shall be submitted for review and approval by the Santee Fire Department prior to installation. The ERRCS shall provide adequate radio coverage on the required frequency bands throughout the entire building, including all floors and areas where coverage is critical for emergency operations. The system shall be capable of future expansion and modifications. A certified technician holding a valid FCC general radio operator's license and approved in-building system training shall perform installation and testing. Final acceptance testing and documentation shall be submitted prior to issuance of occupancy or final permit. Any deviations or modifications to the ERRCS must receive prior approval by the fire marshal. (Fire)
93. Provide two print copies and a digital copy of both the final approved Storm Water Quality Management Plan and the Operation and Maintenance Plan. (Engineering)
94. Submit a print and digital copy of the BMP Certification package. The BMP certification package includes but is not limited to: 'wet' signed and stamped certification form(s), all BMP related product receipts and materials delivery

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receipts, an inspection and installation log sheet, and photographs to document each stage of BMP installation. (Engineering)

95. Prior to issuance of the final occupancy, an executed contract must be in place with a qualified storm water service provider and a copy of the SWQMP provided to the consultant and the property manager/owner. (Engineering)
96. A Storm Water Facilities Maintenance Agreement accepting responsibility for all structural BMP maintenance, repair and replacement as outlined in said O&M plan binding on the land throughout the life of the project will be required prior to issuance of building permit. (Engineering)
97. Provide a hydrology study and hydraulics analysis to determine the boundary and elevation of the floodway and floodplain for the San Diego River adjacent to the project in accordance with the Santee Flood Damage Prevention Ordinance. (Engineering)
98. Submit a current preliminary title report (dated within six months of plan submittal) and all documents listed in the title report. Copies of recorded documents must be clear and legible copies of the original recorded document. (Engineering)
99. Applicant shall place all new utilities required to serve the project underground. No overhead facilities or extension of overhead facilities is permitted. In addition, the applicant shall underground any existing overhead facilities on-site and underground any overhead facilities adjacent to the project to the satisfaction of the Director of Engineering/City Engineer. Adjacent facilities are defined as existing overhead facilities in the abutting half street and may include extension of the undergrounding to either side of the project to the nearest existing utility pole. (Engineering)
100. Applicant shall dedicate right-of-way along North Woodside Avenue adjacent to the site such that the ultimate right-of-way width to centerline is 36 feet. Additional right-of-way may be required as necessary to provide adequate transition to match existing improvements. (Engineering)
101. Plant all new trees within 10 feet of the public right-of-way with root control barriers. (Engineering)
102. Construct all improvements within the public right-of-way and improvements as shown on the approved precise grading plans. Improvements shall be completed to the satisfaction of the Director of Engineering/City Engineer. (Engineering)

ONGOING: The following conditions shall apply during the term of this permit.

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103. All groundcover installed pursuant to an approved landscape plan shall provide on-hundred (100) percent coverage within nine (9) months of planting or additional landscaping, to be approved by the City, shall be required in order to meet this standard. Property owners are responsible for the continual maintenance of all landscape areas on-site and between the property line and the curb. All landscaped areas shall be kept free from weeds and debris and maintained in a healthy, growing condition, and shall receive regular pruning, fertilizing, mowing and trimming. Any damaged, dead, diseased or decaying plant material shall be replaced within thirty (30) days from the date of damage. (Planning)
104. Mechanical equipment, including but not limited to HVAC equipment, shall be screened and architecturally integrated in terms of material, color, shape and size. The screening design shall blend with the building design. (Planning)
105. Parking areas and driveways shall be well maintained, free of potholes, ruts, and cracks. (Planning)
106. If noise complaints are received for alleged violations of the Municipal Code, the City may require the Applicant to conduct nighttime noise monitoring up to three times for each alleged violation at the source of the complaints. If monitoring shows noise levels exceed projections by 10 dBA or more (instantaneous), the Applicant may be required to submit a Noise Mitigation Plan to the satisfaction of the Planning and Building Director identifying measures to bring operations into compliance with the EIR projections. The noise monitoring shall be conducted by a qualified noise consultant approved in advance by the City. (Planning)

SECTION 4: The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees, and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning DR-2023-0002, or any action relating to or arising out of its approval.

SECTION 5: The terms and conditions of DR-2023-0002 shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to DR-2024-0001 the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 6: The approval of DR-2023-0002 expires on August 27, 2028, at 5:00 p.m. except where substantial use has commenced prior to its expiration. If use of the development has not commenced within the three-year period, said expiration date may be extended pursuant to a request for time extension received 60 days prior to the original expiration date. The City Council expressly grants to the City Planner the authority to extend the expiration date of this approval pursuant to Section 13.04.090 of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

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SECTION 7: Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on August 27, 2025.

SECTION 8: The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Planning & Building, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "San Diego County Clerk" in the amount of \$50.00. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 9: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of August 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

RESOLUTION NO.

**RESOLUTION FOR CONDITIONAL USE PERMIT (P2023-1) FOR A 300,145
SQUARE-FOOT INDUSTRIAL BUILDING LOCATED AT 10990 N. WOODSIDE
AVENUE IN THE LIGHT INDUSTRIAL (IL) ZONE AND CERTIFY THE FINAL
ENVIRONMENTAL IMPACT REPORT (ENV-2024-0003)**

APPLICANT: North Palisade Opco, LLC

APN: 381-070-52-00

RELATED CASE FILES: DR-2023-0002 & ENV-2024-0003

WHEREAS, the Section 13.06.030 of the Santee Municipal Code (SMC) requires a Conditional Use Permit to allow increases in the maximum building height of 40 feet; and

WHEREAS, on February 14, 2025, North Palisade Opco, LLC submitted a complete application for Development Review Permit (DR-2023-0002) to construct a 300,145 square-foot industrial building and Conditional Use Permit (P2023-1) for the building height to be 50 feet located at 10990 N. Woodside Avenue in the Light Industrial (IL) zone; and

WHEREAS, the site can be adequately served by all required utilities and public services; and

WHEREAS, the proposed project is located within Airport Influence Area 2 of Gillespie Field but is outside of noise and safety zones therefore does not require review by the San Diego Airport Land Use Commission; and

WHEREAS, the project is subject to the payment of development impact fees in effect at the time of issuance of building permits; and

WHEREAS, development impact fees ensure that new development will not burden the existing service population with the cost of facilities required to adequately support new development; and

WHEREAS, new development requires the construction of capital improvements, including, without limitation, drainage improvements, traffic improvements, traffic signals, public park facilities, community facilities, other public improvements, public services, and community amenities; and

WHEREAS, the purpose of the development impact fees imposed on the subject project is to provide a funding source from the project to fund-related capital improvements that serve the project, specifically drainage improvements, traffic improvements and traffic signals; and

WHEREAS, it is in the interest of the public's health, safety and welfare for the project to pay the costs of constructing these public facilities that are reasonably related to the impacts of the project; and

RESOLUTION NO.

WHEREAS, a reasonable relationship exists between the use of the development impact fees and the project as capital improvements funded by these fees are expected to provide a citywide network of parks, public facilities, drainage and traffic-related facilities beneficial to the project; and

WHEREAS, the project's facilities need, specifically the need for parks, public facilities, drainage, traffic and traffic signal facilities, is based on the project's residential classification, the demand generated by the project for those facilities, and the project's corresponding fair share contribution toward funding of said needed facilities; and

WHEREAS, the development impact fees established for the project are based in accordance with current fee ordinances in effect at issuance of the building permit; and

WHEREAS, the project is consistent with the applicable General Plan Land Use Designation, all applicable General Plan policies, and the Zoning Ordinance land use regulations; and

WHEREAS, the subject project is not subject to Measure N as the project is not a General Plan amendment, within a Planned Development Area, a new Specific Planning Area, nor would it increase the residential density permitted by law, make changes to the General Plan Residential Land Use categories that would intensify use, make changes to the land use designation of any parcel in a manner that intensifies use, nor make changes to slope criteria, minimum parcel sizes, or lot averaging provisions of the General Plan that would permit increased density or intensity of use; and

WHEREAS, the Planning & Building Department scheduled Conditional Use Permit P2023-1 for public hearing on August 27, 2025; and

WHEREAS, on August 27, 2025, the City Council held a duly advertised public hearing on Conditional Use Permit P2023-1; and

WHEREAS, the City Council considered the Staff Report, CEQA Environmental Impact Report, Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program, all recommendations by staff, public testimony, and all other relevant information contained in the administrative record regarding the project.

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

SECTION 1: On August 27, 2025, the City Council certified the Final Environmental Impact Report; adopted Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program under CEQA.

SECTION 2: The findings in accordance with Section 13.06.030 of the SMC for a Conditional Use Permit are made as follows:

RESOLUTION NO.

- A. *The proposed development meets the purpose and design criteria prescribed in these procedures and other pertinent sections of the zoning ordinance and municipal code.*

That the proposed development, as conditioned, meets the purpose and design criteria prescribed in the Zoning Ordinance and the Municipal Code because the project complies with the IL zone including lot coverage, landscaping, and building setbacks. In addition, the project design is consistent with the requirements of the Fire Code, and all proposed improvements will meet the public works standards of the City. The project proposes a 300,145 square-foot industrial building which meets maximum lot coverage.

- B. *The proposed development is compatible with the General Plan.*

The proposed development conforms to the Santee General Plan. The project proposes an industrial/warehouse building which is consistent with the IL designation in the Land Use Element of the General Plan. The project is consistent with the General Plan's goals and policies promoting employment-generating uses, economic vitality, and compatible site design.

SECTION 3: P2023-1 is hereby approved subject to the following conditions:

ANY PERMIT: Prior to the approval of any plan, issuance of any permit, and prior to occupancy or use of the premises in reliance of this permit, the applicant shall complete the following to the satisfaction of the applicable Department.

1. The applicant shall obtain approval of Development Review Permit (DR-2023-0002). (Planning)
2. All construction shall be in substantial conformance with the project plans approved on August 27, 2025, and as amended by this Resolution. (All Departments)
3. The applicant shall comply with all applicable requirements of the SMC, Land Development Manual, and Public Works Standards of the City of Santee. (All Departments)
4. The applicant shall obtain building permits, as necessary, for the proposed work in compliance with all applicable SMC sections, Uniform Building Code, California Building Code (CBC), Uniform Plumbing Code, National Electric Code, Uniform Mechanical Code, Public Works Standards of the City of Santee, and all requirements of the Fire Department. (All Departments)
5. The project shall be in compliance with the adopted California Building Standards Code at the time of building permit application and shall be subject to expirations for plan review per SMC Section 11.04.030 (Building)

RESOLUTION NO.

6. All building permits are subject to expiration pursuant to CBC Section 105. (Building)
7. This project is subject to the requirements for persons with disabilities outlined in CBC Title 24, Part 2, Section 11B (Accessibility Standards). (Building)
8. Following project approval and prior to any plan submittals, the applicant may schedule with the City Project Planner a post approval meeting to discuss the project conditions of approval, timing of design and construction and implementation of the project conditions. The applicant should include their project design team including project architect, their design engineer and their landscape architect. (Planning)
9. Minor or Major Revisions to the Development Review Permit, such as changes to the building elevations, site design, or landscaping design, shall be approved by the Planning & Building Director unless in the Director's judgment, a Major Revision should be reviewed by the City Council. (Planning)

SECTION 4: The applicant shall defend, indemnify, and hold harmless the City of Santee and its officers, employees, and agents from any claim, action, or proceeding against the City and/or its officers, employees or agents to attack or set aside, void, or annul the approval of the City of Santee concerning P2023-1, or any action relating to or arising out of its approval.

SECTION 5: The terms and conditions of P2023-1 shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to P2023-1 the heirs, executors, administrators, successors and assigns of each of them, including municipal corporations, public agencies and districts.

SECTION 6: The approval of P2023-1 expires on August 27, 2028, at 5:00 p.m. except where substantial use has commenced prior to its expiration. If use of the development has not commenced within the three-year period, said expiration date may be extended pursuant to a request for time extension received 60 days prior to the original expiration date. The City Council expressly grants to the City Planner the authority to extend the expiration date of this approval pursuant to Section 13.04.090 of the Santee Municipal Code, when a request for an extension is filed 60 days prior to the original expiration date.

SECTION 7: Pursuant to Government Code Section 66020, the 90-day approval period in which the applicant may protest the imposition of any fees, dedications, reservations, or exactions imposed pursuant to this approval, shall begin on August 27, 2025.

SECTION 8: The City of Santee hereby notifies the applicant that State Law (AB3158), effective January 1, 1991, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. In order to comply with State Law, the applicant should remit to the City of Santee Department of Planning & Building, within two

RESOLUTION NO.

(2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to the "San Diego County Clerk" in the amount of \$50.00. Failure to remit the required fee in full within the time specified above will result in notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation Code. In addition, Section 21089 (b) of the Public Resources Code, and Section 711.4 (c) of the Fish and Game Code, provide that no project shall be operative, vested, or final until the required filing fee is paid.

SECTION 9: The documents and materials that constitute the record of proceedings on which these findings have been based are located with the City Clerk at the City of Santee City Clerk's office at 10601 Magnolia Avenue, Building #3, Santee, CA 92071.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of August 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

The Environmental Impact Report attachment is available via the link below:

<https://www.cityofsanteeca.gov/departments/city-clerk/document-central/city-clerk/council-agendas/2025/08-27-2025-item-8-final-eir-attachment.pdf>

The Appendices to Environmental Impact Report are available via the link below:

<https://www.cityofsanteeca.gov/departments/city-clerk/document-central/city-clerk/council-agendas/2025/08-27-2025-item-8-final-eir-attachment-appendices.pdf>

The Project Plans attachment is available via the link below:

<https://www.cityofsanteeca.gov/departments/city-clerk/document-central/city-clerk/council-agendas/2025/08-27-2025-item-8-project-plans-attachment.pdf>

1) Overall

This project is too big and out of scope for the area. While this area is zoned “Light Industrial,” it was never designed nor built for continuous heavy commercial truck traffic resulting from a large-scale distribution hub with 46 truck loading docks.

Response:

- The facility is designed as a modern industrial building where all operations occur indoors, minimizing noise, dust, and other potential disruptions to neighboring properties.
- It is most likely that the building will serve as a value-add manufacturing facility.
- The site is both zoned for industrial uses and it is surrounded on three sides by existing industrial uses.
- N. Woodside Ave. is a designated truck route by the City of Santee.

2) Commercial Truck Traffic / Traffic Congestion

2.1 The only way in/out is via North Woodside Road, a two-lane road that can barely handle current rush hour traffic. (See Page 4)

Response:

- N. Woodside Ave. is a designated truck route by the City of Santee.
- The project will add a dedicated left-hand turn lane for northbound traffic on N. Woodside Ave. to use when turning into the site.
- The project includes an extended driveway providing ample queueing depth to prevent vehicles from backing up onto N. Woodside Ave.
- The project will fund its fair share of roadway improvements in the amount of \$476,000.
- Per the EIR, Magnolia between Mission Gorge & 52, Woodside & N Woodside will see an increase of 66 peak and 65 off-peak truck trips.

Response:

- At Mission Gorge Rd. and Magnolia Ave, we expect 73 northbound peak hour trips. This equates to about 1.2 trips per minute during the two hour AM peak period.
- **NOTE:** The EIR Traffic Study is deficient because it does not include the east end of N Woodside, Riverford Rd/Hwy 67/Woodside Rd Interchange.

Response:

- The traffic study area was not required to include Riverford Road because there are less than 50 daily trips projected to utilize those roadways.

2.2 The eastern access to North Woodside from Southbound Hwy 67 requires crossing several lanes of EB/WB traffic on Riverford. Access to N Woodside from SB Riverford requires a hard right turn from a single lane over the SD River Bridge. This eastern end of N Woodside is narrow, with two sharp curves. (See Page 5)

Response:

- **We believe very few truck trips will originate from southbound SR-67, so the right turn from the southbound SR-67 exit onto N. Woodside Ave. will be a rare maneuver for trucks.**
- **2.2.a** Tuesday, 5/20/25, at 14:50, the Riverford Rd, N Woodside, SB 67 Off/On Ramp, Woodside Ave, & NB 67 area was gridlocked. This is common.

Response:

- **Noted, existing traffic conditions were accounted for in the traffic study.**
- **2.2.b** This intersection is already heavily used by semi trucks going to/from Pepsico and other large industrial buildings on Riverford & Mast, and traffic will worsen with new buildings planned for Riverside Dr.

Response:

- **We expect that the planned construction of the roundabouts at Riverford Ave. to only improve traffic circulation in the area.**
- **2.2.c NOTE:** This intersection is a CalTrans-cited “Problem Area” and will be under major reconstruction from Fall 2027 through the end of 2029.

Response:

- **Traffic control plans for any work in the public right of way are required. These plans follow design and safety standards to direct traffic diversions and detours, ensuring safe and continuous traffic flow during construction.**

2.3 The western end is an already very busy intersection of North Woodside, “South” Woodside, and another SB Hwy 67 off ramp onto Woodside, which turns into Mission Gorge Rd.

Response:

- **This intersection may experience a modest increase in delay, potentially up to about 20 seconds, depending on time of day and peak demand conditions. This intersection is under the control of Caltrans and improvement measures, such as a stoplight, are not viable options due to Caltrans requirements and restrictions.**

2.4 SB 67 to N Woodside is not viable for most large commercial/semi-trucks as they cannot make the U-turn from SB 67 off ramp to N Woodside. (See Page 6)

Response:

- **Please see response to 2.2.**

2.5 Northbound trucks on NB 67 can only access the site by:

- **2.5.a** NB 67 to Prospect, north on Magnolia, then east on Woodside to N Woodside
- **2.5.b** Prospect to Magnolia is a hard right turn. Magnolia to Mission Gorge/Woodside is heavily congested with 4 un-synced traffic signals.
- **2.5.c** NB 67 to Riverford, north on Riverford, then west on N Woodside (See 2.2.c above)

Response:

- **We are not aware of any concerns or reasons that would prevent trucks from using these routes.**
- **These routes are the designated truck routes in the City of Santee and are currently used by trucks without major issues.**

3) Conditional Use Permit Issues

3.1 The permit specifies a waiver of the 40' maximum height limit to 50', equivalent to a 5-story building. All other buildings in the area are either single or two-story. The tallest buildings elsewhere in Santee are no more than 3 stories (approx. 30'), except for Parc One Apartments and the new hotel on the West End of Santee.

Response:

- **Please see response to 1.**

3.2 Per the EIR, "This building is designed primarily to support warehousing and distribution, manufacturing, assembly, and/or research and development operations, and related office uses."

Response:

- **Confirmed.**
- **3.2.a** The plans indicate up to 46 semi-truck loading docks.

Response:

- **Confirmed.**
- **3.2.b** With this many loading docks, the building is clearly designed as a warehouse/distribution hub, meaning excessive truck traffic, exhaust, and noise.

Response:

- **Economically, we believe tenants seeking warehouse or distribution facilities will be drawn to the Otay Mesa submarket, which offers space for lease at lower lease rates than what we plan to charge here.**
- **Tenants in our facility will be willing to pay a premium for access to an educated workforce, ample power capacity of 4,000 amps, and a clean, modern facility suitable for light manufacturing or value-add work.**

3.3 Planned hours of operation are potentially “24/7” per the EIR, exceeding Santee Municipal Code limits on operational noise (0700 to 1900).

Response:

- The municipal code allows for 24/7 hours of operation provided that there are no disturbances generated between 10:00 p.m. and 7:00 a.m. Accordingly, our noise analysis followed the allowable hours of operation per the municipal code and confirmed that operations will not generate a disturbance between 10:00 p.m. and 7:00 a.m.
- We are also voluntarily installing a sound wall that along a portion of the northern property line between our property and the neighboring properties to the north.

3.4 As noted previously (Sect 2.2), N Woodside Rd is not designed (nor do I believe it can be) for that level of truck traffic.

Response:

- Please see response to 2.1.

3.5 Has an occupancy study been done for this industrial area to determine vacancy rate? If this massive building is built, will it sit vacant like others?

Response:

- We have extensively studied the East County industrial market, specifically the Santee submarket, which has one of the lowest vacancy rates in the San Diego region at less than one percent due to limited space availability, access to an educated workforce, business-friendly jurisdictions, and proximity to key infrastructure like freeways and power.
- **3.5.a** Driving through the area on Tuesday, 5/20/25, I counted no fewer than ten “Available” signs.

Response:

- The presence of some available signs may be attributed to the nature of small-bay industrial tenants, who typically have higher turnover because of shorter lease terms, business growth necessitating relocation, or occasional closures. We do not believe these anecdotal observations indicate a lack of demand for our project.

4) Visual Impact

How can a building roughly twice as high as all surrounding buildings possibly be considered as having “No Significant Impact” on surrounding scenic vistas?

Response:

- The existing screens are 51 and 65 feet tall.
- The 51-foot-tall screen is located near the project driveway at the SE corner of the site.
- The 65-foot-tall screen is located at the NW corner of the site, closest to the San Diego River.
- We have conducted visual modeling to analyze the projected visuals from adjacent viewpoints. Please see below:



Existing view from eastbound segment of the River Trail towards the Project site (located 0.32 mile away)



Visual Simulation of Proposed Project (west and north facades of the building visible)



Existing view from a southbound segment the River Trail connector to Hillcreek Road towards the Project site (located 0.15 mile away)



Visual Simulation of Proposed Project (north and east (partial) facades of the building visible)



Existing view from southbound Northcote Road at Woodside Avenue towards the Project site (building site located 0.15 mile away)



Visual Simulation of Proposed Project (east and south (partial) facades of the building visible)

4.1 The artist's rendering shows the building roughly the same height as surrounding buildings. If accurate, why the need for the height exemption?

Response:

- The height is needed to accommodate an interior clear height sufficient to allow modern industrial operations to be conducted indoors.

4.2 Most renderings are deceptive, showing views from an elevated position that lessen the perceived height impact.

Response:

- The above renderings are based on photographs taken at pedestrian eye level and are intended to show what the finished building will look like.
- We believe these renderings speak for themselves, illustrating minimal, if any, visual impact.
- Other renderings, based on drone photography, illustrate the entire site but are not intended to convey the pedestrian-level visual experience.

4.3 Walking the Walkers Preserve Trail would mean viewing a concrete monolith for most of the trail.

Response:

- We attempted to take photographs from the Walker Preserve Trail for the purpose of inserting a building rendering, but the native shrubbery and chaparral were so overgrown that in all cases we could not capture the site or even the tops of the movie screens.

4.4 Views of the hills east and south from the Braverman Residential neighborhood would be impacted.

Response:

- Please see renderings above. We believe these renderings speak for themselves, illustrating minimal, if any, visual impact.

4.5 Views of the hills north, west, and east from Shadow Hills and Creekside Residential neighborhoods would be impacted.

Response:

- Please see renderings above. We believe these renderings speak for themselves, illustrating minimal, if any, visual impact.

4.6 The first thing visible on SB 67 crossing over Riverford would be a 5-story industrial building instead of the Mission Trails hills and mountains.

Response:

- Please see the rendering above that shows minimal visibility from the south side of the SR-67.

4.7 Per the EIR, existing mature pepper trees providing noise blocking and visual aesthetics would be removed.

Response:

- **Confirmed. As part of our dialogue with neighbors along Hillcreek Rd., we agreed to install a sound wall that required the removal of pepper trees to accommodate it.**
- **We also collaborated with the San Diego River Conservancy to replace non-native tree species with native ones to better fit within the local ecosystem.**

5) In Summary

5.1 The planned project is too big and out of scope. Alternate Plan 2 in the EIR should be considered as a viable alternative.

Response:

- **The facility is designed as a modern industrial building where all operations occur indoors, minimizing noise, dust, and other potential disruptions to neighboring properties.**
- **Alternate #2, which is a smaller building with accessory outdoor storage, would have limited tenant appeal and would not meet one of our goals of creating a modern industrial building. The smaller building scheme with outdoor storage has a more limited appeal and would struggle to be justifiable from a fiscally perspective.**

5.2 The project will create excessive traffic and truck congestion — per the EIR a minimum of 58 commercial truck trips during peak AM and PM hours (See Page 7) — resulting in increased noise, diesel exhaust, and light pollution.

Response:

- **Please refer to 2.1.**
- **Our technical studies did not note any exceedances of noise, vehicle pollution, or light pollution generated during the construction or operation of the facility.**

5.3 The project is scheduled to complete (with possible overlap) just as major construction of the Riverford/Hwy 67/Woodside Roundabout Project begins, effectively negating use of the east end of N Woodside for 2+ years. (See Page 6)

Response:

- **We expect the project to be completed by early 2027. Caltrans expects to commence in the Spring of 2027 so overlap between the two projects will be minimal.**

5.4 The project will impact scenic views and vistas.

Response:

- **Please refer to the renderings from a pedestrian eye level. We respectfully disagree that there would be visual impacts.**

6) Request

Please deny the project as submitted and consider Alternate Plan 2 noted in the EIR:

- **6.1** Alternate Plan 2 downsizes the project to half the size but still provides most benefits of the large-scale project.
- **6.2** As noted in the EIR, Alternate Plan 2 is environmentally and economically superior.

Response:

- The facility is designed as a modern industrial building where all operations occur indoors, minimizing noise, dust, and other potential disruptions to neighboring properties. Unlike older facilities where much of the work occurred outdoors, the building's size, height, and layout allow all activities to take place within the enclosed structure.
- Alternate #2, which is a smaller overall building with accessory outdoor storage, would have limited appeal in the marketplace and would not meet one of our goals of creating a modern industrial building. The smaller overall building scheme with outdoor storage would struggle to be justifiable from a fiscal perspective.



FIGURE 6

Off-Site Project Truck Egress (Right-Turn) - Auto Turn WB-67

Palisades Santae Commerce Center Project

SOURCE: Herdman Architecture + Design 2023; DRC Engineering, Inc.; Auto Turn Pro 11



SOURCE: Herdman Architecture + Design 2023; DRC Engineering, Inc.; AutoTurn Pro 11

FIGURE 5
Off-Site Project Truck Ingress - AutoTurn WB-67



SOURCE: Herdman Architecture + Design 2023; DRC Engineering, Inc.; AutoTurn Pro 11

FIGURE 7

Off-Site Project Truck Egress (Left-Turn) - AutoTurn WB-67

Palisades Santee Commerce Center Project

Transmittal

North Palisade Opco, LLC
1330 Factory Place Suite 105
Los Angeles, CA 90013
North Palisade Opco, LLC
(213) 495-2949
william.jacobs@northpalisade.com

August 13, 2025

To:

Wendy Stratton

City of Santee City Council and City Manager's
Office
10601 Magnolia Ave. Building 1
Santee, CA 92071

RECEIVED

AUG 14 2025

CITY MANAGER'S OFFICE
City of Santee

RE: Document for Councilmember Hall

Attached ☒ X

Via Email

Other

Item	Quantity	Date	Description	Action
1	1	N/A	Written Responses	
1	1	N/A	Turning Diagrams	

Comments:

	Signature:
	

From: Sandi Sawa <SSawa@CityofSanteeCa.gov>
Sent: Monday, August 18, 2025 8:40 AM
To: Madeline Mattson <MMattson@cityofsanteeca.gov>
Subject: FW: Palisade Santee Commerce Center - Follow-Up

Sandi Sawa, MPL, AICP
Director of Planning and Building/City Planner
(619) 258-4100 x 167
ssawa@cityofsanteeca.gov



Please note that my next regular day off is Friday, August 29th.

From: Gary Halbert <GHalbert@cityofsanteeca.gov>
Sent: Monday, August 18, 2025 8:39 AM
To: Laura Koval <LKoval@CityofSanteeCa.gov>
Cc: Sandi Sawa <SSawa@CityofSanteeCa.gov>
Subject: RE: Palisade Santee Commerce Center - Follow-Up

Councilmember Koval,

Thank you. We'll look this over and will include it in our CAS package when the project comes to Council for consideration.

Gary

Gary Halbert
Interim City Manager
(619) 258-4100 x295
ghalbert@cityofsanteeca.gov



From: Laura Koval <LKoval@CityofSanteeCa.gov>
Sent: Friday, August 15, 2025 1:28 PM
To: Gary Halbert <GHalbert@cityofsanteeca.gov>
Subject: Fwd: Palisade Santee Commerce Center - Follow-Up

FYI. Follow up based on my meeting with them.

Kind Regards,

Laura Koval
Councilwoman
City of Santee

Please pardon typos; sent via mobile

Begin forwarded message:

From: William Jacobs <william.jacobs@northpalisade.com>
Date: August 15, 2025 at 12:47:23 PM PDT
To: Laura Koval <LKoval@cityofsanteeca.gov>
Cc: Jim Bartell <jim@bartellkwiatkowski.com>, Joe Mishurda <joe.mishurda@northpalisade.com>
Subject: Palisade Santee Commerce Center - Follow-Up

Hi Councilmember Koval,

Good afternoon, following up on our meeting regarding the Palisade Santee Commerce Center, I wanted to provide additional information in response to your questions:

Does VMT include truck trips or just commuting trips?

- VMT is calculated for passenger vehicle trips only. The air quality study includes truck trips, however.

Regarding the projected level of service impact at the SR-67 and N. Woodside Ave. when is the peak delay?

- The peak delay is projected to occur during the PM peak hour, with a slightly lower delay in the AM peak hour. I misspoke during our meeting and there are delays during both periods.
- The main sources of the delay are:
 - AM Peak Hours: Woodside eastbound traffic making a left turn to head north on N. Woodside Ave. through the intersection with SR-67. The project will add about two trips per minute during the peak hours.
 - PM Peak Hours: N. Woodside southbound traffic making a right turn to head west on Woodside Ave. through the intersection with SR-67. The project will add about two trips per minute during the peak hours.
- In the highest-demand scenario, vehicles passing through the intersection during peak hours would experience a modest delay of 16-20 seconds compared to current conditions.
- We project that this facility will employ many local workers, meaning these trips would, in theory, relieve SR-52 use and help alleviate other traffic.

Please let us know if you have any additional questions and thank you again for meeting with us.

Respectfully,
Will

William Jacobs
Senior Development Manager
North Palisade Partners
1330 Factory Place, Suite 105
Los Angeles, CA 90013
Cell: (626) 840-7570
william.jacobs@northpalisade.com
www.northpalisade.com



MEETING DATES August 27, 2025**ITEM TITLE** APPROVAL OF COMMUNITY BENEFIT AGREEMENTS WITH EACH OF THE FOUR RETAIL COMMERCIAL CANNABIS BUSINESSES AND FINDING THE ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303.**DIRECTOR/DEPARTMENT** Sandi Sawa, AICP, Planning & Building Department **SUMMARY**

In accordance with Santee Municipal Code (SMC) section 7.04.110, each selected Commercial Cannabis Business (CCB) permit applicant must enter into a Community Benefit Agreement (Agreement) with the City that defines the terms and conditions under which the cannabis business will operate that are in addition to the requirements set forth in SMC Chapter 7.04 (Cannabis Business Permit Ordinance).

Each of the four CCB applicants selected by the City Council on July 11, 2025 has negotiated, agreed to and signed an Agreement with the City, each of which is attached. Terms common to each of the Agreements include:

1. **Community Benefit Fee.** A phased and consistent approach toward implementation of a Community Benefit Fee to be paid directly to the City at the end of each calendar quarter. For the first three years of operation, each CCB will remit the same percentage of its annual gross receipts. In the first year of operation, each will remit 7% of gross receipts. In operating year two, the percentage will increase to 7.5% and in operating year three, it will increase to 8%. Upon request, or before the end of each CCB's third year in operation, the City and CCB will evaluate the fee percentage in view of the CCB's performance and experience to determine an appropriate Fee to be paid in subsequent years. After year three, the Community Benefit Fee will remain at 8% unless and until modified by the Parties in writing.
2. **Community Investment.** Each CCB will invest an amount equivalent to one-percent of its annual gross receipts into the Santee community through support of local organizations. Prior to the first date of sale and annually thereafter, or at any time a change is contemplated, each CCB will provide the City Manager with a written notice of the donations, contributions or other support it intends to provide. The City Manager will have 15 days to comment. If no comment is offered, the investment will be deemed to satisfy this requirement. At the end of each year, the CCB will provide the City Manager with a written accounting of the value of its community investments.
3. **Other Community Benefits.** Each CCB commits to look to the local Santee community to serve as its primary resource from which to fill employment and other contracting roles, as further defined in their respective agreements.
4. **Active Parking Management.** Each CCB will actively manage parking for their respective locations to avoid nuisance issues related to spill over traffic or parking demand and has committed to prepare and implement a formal parking management plan if requested by the City Manager.

5. Flyer and Vehicle Advertising Restrictions. No unsolicited flyers, advertisements or promotional materials will be handed to pedestrians or placed on parked cars.
6. Future Commercial Cannabis Tax. If the City electorate establishes a commercial, citywide cannabis tax, the tax will replace the purpose of the direct benefit fee requirements and no further direct payment will be required.

ENVIRONMENTAL REVIEW

Pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City Council adopted a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program for the Santee Cannabis Business Ordinance in July 2022 (State Clearinghouse No. 2022060058) and adopted Ordinance 602 in August 2022. Ordinance 614 involved the adoption of the Procedures and fees for the implementation of the CCB Ordinance and therefore Phase IV was covered by the analysis in the 2022 MND.

Each project and project site was assessed and determined exempt from CEQA pursuant to CEQA Section 15303 New Construction or Conversion of Small Structures because all sites are located within an urbanized area, are zoned for the permitted use, have all public services available and are not adjacent to an environmentally sensitive area and the proposed use will not utilize hazardous materials or build or convert space exceeding 10,000 square feet. No exceptions to the Class 3 exemption apply.

Notice of Exemptions for each site have been prepared, are attached, and will be filed for each site.

FINANCIAL STATEMENT

Staff time spent on this project will be recovered through the CCB application fees paid by each applicant.

CITY ATTORNEY REVIEW

☐ N/A

☒ Completed

RECOMMENDATION

1. Find all actions exempt from CEQA and approve the Notices of Exemption; and
2. Approve and authorize the City Manager to sign the attached Community Benefits Agreements with Hillside Group Santee, LLC (BUZZ), Santee Project LLC (Dr. Green Thumb's), 9805 Prospect LLC (Flyte), and East County Prospect LLC (Green Reserve).

ATTACHMENTS

1. Resolution
2. Community Benefit Agreement with Hillside Group Santee LLC dba BUZZ
3. Community Benefit Agreement with East County Prospect LLC dba Green Reserve
4. Community Benefit Agreement with Santee Project LLC (Dr. Green Thumb's)
5. Community Benefit Agreement with 9805 Prospect LLC dba Flyte
6. Notice of Exemption for 8011 Mission Gorge Road (BUZZ)
7. Notice of Exemption for 10612 Prospect Avenue (Green Reserve)
8. Notice of Exemption for 10439 Prospect Avenue (Santee Project – DGT)
9. Notice of Exemption for 9805 Prospect Avenue (Flyte)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
APPROVING COMMUNITY BENEFIT AGREEMENTS WITH FOUR RETAIL
COMMERCIAL CANNABIS BUSINESSES AND FINDING THE ACTION EXEMPT
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO
CEQA GUIDELINES SECTION 15303**

WHEREAS, the City Council adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program for the Santee Cannabis Business Ordinance in July 2022 (State Clearinghouse No. 2022060058); and

WHEREAS, in August 2022, the City Council enacted Ordinance 602, the Cannabis Business Permit Ordinance of the City of Santee (City), codified as Chapter 7.04 of the Santee Municipal Code (SMC); and

WHEREAS, at a hearing on March 27, 2024, the City Council adopted Ordinance 614, the Commercial Cannabis Retail Business (CCB) Application Process, which includes Application Procedures and Review Criteria (Procedures), fees and related documents; and

WHEREAS, Ordinance 614 is covered by the analysis in the 2022 MND; and

WHEREAS, the Procedures include detailed instructions on the methodology to be used to select up to four CCBs to be awarded CCB Permits; and

WHEREAS, in accordance with the Procedures, on July 11, 2025, the City Council selected four CCBs to be eligible to be awarded a CCB Permit upon satisfaction of the remaining requirements of the City's Procedures; and

WHEREAS, the Procedures state that the selected applicants shall enter into a Community Benefit Agreement with the City that sets forth terms and conditions under which the cannabis business will operate that are in addition to the requirements of the SMC; and

WHEREAS, the Community Benefit Agreement must be approved by the City Council before a CCB permit will be issued; and

WHEREAS, since July 11, 2025, each of the four selected CCBs has negotiated and agreed to a Community Benefit Agreement with the City; and

WHEREAS, each project and project site has been assessed and determined exempt from CEQA pursuant to CEQA Section 15303 New Construction or Conversion of Small Structures because all sites are located within an urbanized area, are zoned for the permitted use, have all public services available and are not adjacent to an environmentally sensitive area and the proposed use will not utilize hazardous materials or build or convert space exceeding 10,000 square feet.

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

RESOLUTION NO. _____

SECTION 1: The Recitals provided above are true and correct and are hereby incorporated into this Resolution.

SECTION 2: The City Manager is authorized to execute Community Benefit Agreements with:

- A. Hilife Group Santee LLC (BUZZ)
- B. Santee Project LLC (Dr. Green Thumb's)
- C. East County Prospect LLC (Green Reserve)
- D. 9805 Prospect LLC (Flyte)

SECTION 3: Staff shall file Notices of Exemption for the following projects:

- A. BUZZ Commercial Cannabis Business Permit Retail Application (CAN-001032-2024) 8011 Mission Gorge Road, Santee, CA 92071, APN: 383-261-25-00
- B. Santee Project LLC (Dr. Green Thumb's) Commercial Cannabis Business Permit Retail Application (CAN-001022-2024) 10439 Prospect Ave, Suite A, Santee, CA 92071, APN: 384-250-13-00
- C. Flyte Commercial Cannabis Business Permit Retail Application (CAN-001023-2024) 9805 Prospect Ave/8547 Cuyamaca St, Santee, CA 92071. APN: 384-190-74-00
- D. Green Reserve Commercial Cannabis Business Permit Retail Application (CAN-001020-2024) 10612 Prospect Ave, Santee, CA 92071, APN: 384-260-09-00, 384-260-10-00, 384-260-11-00

SECTION 4: This Resolution will take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting held on August 27, 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (“Agreement”), is entered into as of August 27, 2025 (“Effective Date”), by and between the **City of Santee**, a California charter city (“City”), and **Hilife Group Santee LLC dba BUZZ**, a California limited liability corporation (“Operator”). City and Operator may also be referred to individually as a “Party” or together as “Parties.”

RECITALS

WHEREAS, on July 11 2025, the City, through Resolution No. 101-2025, selected Operator as one of four businesses to pursue a commercial cannabis business permit (“Permit”) to operate a Commercial Cannabis Business (“CCB”) at that certain real property located at **8011 Mission Gorge Road**, Santee, California, **APN: 383-261-25-00** (the “Property”).

WHEREAS, pursuant to City Council Ordinance No. 602, codified at Santee Municipal Code (“SMC”) Chapter 7.04, the application process for a cannabis business permit included a mandatory component on community benefits, the terms of which are to be set out and memorialized in a community benefit agreement. (SMC § 7.04.110(A)).

WHEREAS, community benefits include, but are not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare. (SMC § 7.04.330(C)).

WHEREAS, Operator’s application, dated October 18, 2024, proposed certain community benefits, and Operator acknowledges that it was selected by the City, at least in part, due to the community benefits that Operator proposed to the City.

WHEREAS, the community benefits that Operator offered are in addition to the requirements of SMC Chapter 7.04 and are incorporated into the terms and conditions under which Operator’s CCB will operate. (SMC § 7.04.110(B)).

WHEREAS, as part of its application to the City for the Permit, Operator signed both a Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and an Agreement on Limitations of City’s Liability, and Certifications, Assurances, Warranties, and Indemnification of City, both of which are attached as Exhibit “A” and are incorporated here as if fully set forth.

WHEREAS, subsequent to Operator’s selection on July 11, 2025, the City and Operator negotiated the details and final terms of the community benefits that Operator will provide to the City.

WHEREAS, the City seeks to support business viability while upholding high standards for facility aesthetics and public perception through the negotiated phased community benefit fee contained in this Agreement.

WHEREAS, Operator’s failure to abide by any of the terms of its community benefit agreement may constitute grounds for revocation of the Permit. (SMC § 7.04.190).

WHEREAS, through this Agreement, the Parties memorialize the community benefits that Operator will provide to City for the term of its Permit and any renewal periods related thereto.

AGREEMENT

In consideration of the foregoing recitals, the mutual understandings contained in this Agreement, and other good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. **Incorporation of Recitals and Exhibits**

The Recitals set forth above, including the documents attached as Exhibit A, are true and correct and are hereby incorporated into the terms of this Agreement.

Section 2. **Term**

This Agreement will commence on the Effective Date and shall remain in effect so long as Operator has a valid, City-issued Permit to operate the CCB at the Property.

Section 3. **Definitions**

- 3.1 Date of First Sale refers to the date on which Operator's CCB makes its first sale authorized by the CCB Permit.
- 3.2 Gross Receipts refer to any amount the purchaser is required to pay to purchase cannabis or cannabis products from the Operator, including the selling price of the cannabis or cannabis products, any expense the Operator passes on to the purchaser, any charges for services, and any delivery fees, without deduction except for refunds and taxes required by law to be included in or added to the purchase price and collected at the time of sale.
- 3.3 Operating Years one through three will be measured from the Date of First Sale:
 - A. Operating Year 1 will begin on the Date of First Sale and end 365 days later.
 - B. Operating Year 2 will begin one calendar year after the Date of First Sale and end 365 days later.
 - C. Operating Year 3 will begin two calendar years after the Date of First Sale and end 365 days later.
- 3.4 Quarter refers to a period of three months measured on a calendar year basis ending on March 31, June 30, September 30, and December 31.

Section 4. **Community Benefits and Investment**

- 4.1 Annual Community Benefit Fee Payable to the City:
 - A. *Annual Gross Receipts.*

Annually for its first three years in operation from the Date of First Sale, Operator will remit to the City a set percentage of its Gross Receipts as a direct Community Benefit Fee. For the first three years, the required Community Benefit Fee will be measured by:

Operating Year 1:	7.0% of Gross Receipts
Operating Year 2:	7.5% of Gross Receipts
Operating Year 3:	8.0% of Gross Receipts

Upon request or before the conclusion of Operating Year 3, the City and Operator will evaluate the percentage then in place in view of Operator's performance and experience to determine an appropriate Community Benefit Fee calculation for subsequent years. The Community Benefit Fee will remain at 8% unless and until modified by the Parties in writing.

The Community Benefit Fee is not a tax to be charged directly to the purchaser. While Section 5 of this Agreement provides for the circumstance in which the Community Benefit Fee may eventually be replaced by a voter approved tax on the commercial sale of cannabis, until that time, the Community Benefit Fee is a mutually agreed upon condition of issuance of a cannabis business permit as specified in SMC §§ 7.04.110 and 7.04.330(C). The Operator shall not separately charge customers for either the Community Benefit Fee or the Community Investment Fee, and shall not separately list or attribute on its sales receipts or in any other direct manner a portion of the purchase price for products as being a result of the Community Benefit Fee or the Community Investment Fee. The Community Benefit Fee and the Community Investment Fee are solely the responsibility of the Operator to pay from its Gross Receipts.

B. *Paid Quarterly.*

The Community Benefit Fee due will be measured and paid on a quarterly basis. Within 30 days of the end of each Quarter, Operator will:

1. *Statement.* Send a return to the City Finance Director, on a form to be provided, reporting total Gross Receipts for the Quarter. The Quarterly Statement must be certified as correct by an authorized officer of the Operator; and
2. *Payment.* Remit payment of the Community Benefit Fee equal to the percentage of Gross Receipts during the Quarter due by applicable Operating Year.

C. *End of Calendar Year:*

Within 90 days of the end of each calendar year, or within 90 days of the date in which the Operator ceases to operate the CCB at the Property, Operator will provide the City Finance Director with an Annual Financial Statement for the proceeding calendar year. Since the amount of the Community Benefit Fee due will follow an Operating Year cycle, it is anticipated that the Annual Financial Statement will reflect a change in the fee calculation upon the anniversaries of the Date of First Sale. The Annual Statement must be certified as correct by a certified public accountant.

Questions about underpayment or overpayment may be raised by either Party at any time, but to the extent such issues have not been reconciled by the end of the calendar year, they should be identified in the Annual Financial Statement.

Annual Financial Statements are required independently of and regardless of whether Operator applies to renew Operator's CCB Permit.

D. *Late Payment:*

Payments received more than 30 days after the end of any Quarter are late and will accrue interest at the rate of 0.5% monthly until paid in full. In addition, a late payment may provide grounds for a notice of default under Section 8 below.

4.2 Community Investment:

In addition to the Community Benefit Fee payable to the City, Operator will also make monetary donations or contributions for the benefit of the community in an annual amount equivalent to no less than 1% of its Gross Receipts ("Community Investment Fee").

A. *Approved Investments:*

Investment in the City of Santee community (defined as the City's municipal boundaries) may take the form of in-kind donations with a verifiable monetary value, financial sponsorship or support of community events such as fairs, afterschool programs, youth centers, local public or private schools, school athletic programs, school clubs, community centers, homeless shelters, senior centers and/or senior living facilities, and parks and recreation programs, paid time to volunteer at qualifying events, and the payment of mutually agreeable fees and charges.

As part of Operator's application and in representations to City Council, Operator identified the following forms of community investment, that, while not binding, would satisfy this Community Investment requirement:

1. Employee volunteer hours at sponsored events where the employee is paid for the volunteers hours as regular work hours.
2. Direct monetary donations to local charitable or community organizations.
3. Back-to-school supplies.
4. Holiday toy and food drive.
5. Support for community veterans.
6. Local park clean-up days.

B. *Notice to the City:*

Prior to the First Date of Sale, and annually thereafter, the Operator must provide the City Manager with a written notice of the investments in the City of Santee community that Operator will make for the year. The City Manager will have 15 days from the date of the notification to comment on the written notice. If no comment is offered, the donation, contribution, sponsorship or other investment will be deemed to satisfy this requirement. The Operator may change its community investment at any time by providing written notice to the City Manager. The City Manager will have 15 days to comment on the change. If no comment is offered, the change is deemed to satisfy this requirement.

C. *Annual Accounting:*

Within 90 days of the end of each calendar year, Operator will provide the City Manager with a written accounting of its full investment in the community and establish its value at no less than 1% of its Gross Receipts during the calendar year.

Failure to timely report or to establish the requisite value of the Community Investment may provide grounds for a notice of default under Section 8 below.

4.3 Other Community Benefits:

In addition to the Community Benefit Fee paid to the City and the Community Investment, Operator's application and representations to the Council identified Other Community Benefits it plans to offer related to local outreach to City residents for open positions and actions intended to benefit the local workforce and/or Operator's local employees. Operator's intended efforts include:

- A. Operator will pay a minimum wage of \$20 per hour.
- B. Eighty-eight percent of Operator's annual payroll hours will target local hires.
- C. Operator will use best efforts to hire local services not specific to cannabis such as architects, contractors, material vendors, security guards, recruiting/hiring services, accountants, bookkeepers, IT/computer maintenance, and janitorial services.
- D. Operator will join and maintain an active membership in the Santee Chamber of Commerce.

Section 5. Commercial Cannabis Tax

If the City electorate establishes a commercial citywide cannabis tax during the Term of this Agreement, the Community Benefit Fee to be paid to the City established in Section 4.1 will expire upon date the new tax becomes effective and is charged to the customer upon sale. Operator's commitment to providing Quarterly and Annual Statements will not expire. Unless otherwise

determined by the electorate, the Community Investment and Other Community Benefits established in Sections 4.2 and 4.3 will remain in place.

Section 6. Records and Audits

- 6.1 **Record Keeping:** Operator must record at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a manner that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of the purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal must be noted on and kept in a ledger format. Operator must keep:
- A. Full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits and withdrawals.
 - B. All cash register or point of sale terminal receipts.
 - C. Detailed original records of any refunds, discounts, or costs of goods sold.
 - D. All documents necessary to demonstrate compliance with this Agreement.
- 6.2 **Record Retention.** Operator must keep and maintain, safe and intact, all of the records, books and accounts required by this Agreement, for a minimum period of five (5) years following the end of the Term.
- 6.3 **Right to Review and Audit.** Pursuant to this Agreement, the City is entitled to examine Operator's books and records throughout the Term of this Agreement and the record retention period for purposes of determining, confirming or evaluating Operator's Gross Receipts. This right to audit is independent of the City's right to audit granted by any other means, including as specified in SMC §§ 7.04.310(A) and 7.04.330(B). Operator will make such records available to the City, including the City's auditor, representative or agent, for examination at any reasonable time, on ten days advance written notice. The City has the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, and licenses. In addition, at the request of the City or the City's representative, the Operator will provide copies of the Operator's state and local sales and use tax returns. The City will preserve the confidentiality of such information to the fullest extent permitted by applicable California law, as determined by the City Attorney.
- 6.4 **Audit Deficiency.** If an audit finds that less than the agreed upon Community Benefit Fee based upon actual Gross Receipts has been paid, the City will send the Operator a notice of deficiency. Operator will have ten days from the date of the notice to respond and to pay any undisputed amount due. If the Operator disputes all or part of any alleged underpayment, Operator's response must state the basis of its dispute. The Parties agree to attempt to resolve any dispute within ten days of the date of Operator's response. If agreement cannot be reached, the City may invoke its Default remedies defined in Section 8.

- 6.5 Audit Costs. The cost of the type of audit subject to this Agreement is included in the annual regulatory fee paid by the Operator and will be paid for from such funds.

Section 7. Active Parking Management

Operator will provide active parking management in order to avoid nuisance issues related to spill over traffic or parking. Operator commits to working with the City Manager to quickly resolve any parking or traffic issues that may arise as a result of the Operator's business activities. Upon written request from the City Manager, Operator will plan and submit a formal Parking Management Plan addressing the specific issues identified in the written request from the City Manager for review and approval by the City Manager. At all times, Operator is obligated to work with the City Manager to address parking and traffic issues at the Property and neighboring businesses and streets, and must implement all reasonable direction from the City Manager regarding parking and traffic management.

Section 8. Flyer and Vehicle Advertising Restrictions

Operator agrees that, as a condition of its commercial cannabis business permit and in alignment with the City's interest in maintaining public cleanliness, safety, and aesthetic standards, in minimizing nuisance, and in protecting those who are not old enough to purchase cannabis products, it will not: (a) hand unsolicited flyers, advertisements, or other promotional materials to pedestrians in public spaces, except where specifically authorized; or (b) place flyers, advertisements, or promotional materials on parked vehicles, including under windshield wipers or on window, on public or private property. These restrictions apply solely to the time, place and manner of advertising and do not prohibit the Operator from engaging in lawful commercial speech through other means. Operator acknowledges that these restrictions are content-neutral and narrowly tailored to advance substantial city interests in litter prevention, traffic safety, protection of minors, and protection of private property, and that they leave open ample alternative means of communication.

Section 9. Default; Remedies

Any violation of this Agreement following notice and failure to cure shall constitute "Default". The City shall provide written notice of default to the Operator specifying the complaint of default. The Operator will not be in Default if within ten (10) days from receipt of such notice, the Operator cures or corrects the Default to the reasonable satisfaction of City. In the event that Operator fails to cure or correct any such default within the time specified, or to reach written agreement with the City to the contrary, the Parties acknowledge and agree that such Default constitutes a failure to perform a condition of Operator's Permit, giving rise to the City's authority to revoke the Permit pursuant to SMC Section 7.04.190. Authority to revoke Operator's Permit is in addition to any other remedies available to the City at law or in equity, or as further set forth herein, such as the accrual of interest in the event of late payment, as a result of any Default.

Section 10. Institution of Legal Actions

In addition to the provisions of Section 8, if the Operator fails to cure or correct any Default, the City may institute an action at law or in equity against Operator to enforce this Agreement, to seek specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this

Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, or in the Southern District of the United States District Court.

Section 11. Notices, Demands and Communications Between the Parties

Any approval, disapproval, demand, document or other notice ("Notice") that either Party may desire to give to the other under this Agreement must be in writing and may be given by any commercially acceptable means at the address of the party set forth below, or at any other address as that party may later designate by Notice.

OWNER/OPERATOR: **Hilife Group Santee, LLC**
Buzz Cannabis
8011 Mission Gorge Road
Santee, California
Attn: Ray Ibrahim

CITY: City Manager
City of Santee
10601 Magnolia Ave.
Santee, CA 92071

Section 12. Inaction Not a Waiver of Default

The City does not waive its rights or remedies as to a Default by the failure or delay in asserting its rights with respect to any other Default. Nothing shall deprive the City of its right to institute and maintain an action or proceeding for Default that it deems necessary to protect, assert or enforce any such rights or remedies.

Section 13. Attorneys' Fees

If either Party is required to initiate or defend litigation against the other party, the prevailing party in such action, in addition to any other relief which may be granted, will be entitled to recover reasonable attorneys' fees, including fees for any appeal, as well as all other reasonable costs for investigation, depositions, discovery and necessary costs the court allows that are incurred in such litigation. All such fees are deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

Section 14. Successors and Assigns

This Agreement may not be assigned or transferred by the Operator independently of the Operator's CCB Permit, the transfer of which is governed by Santee Municipal Code section 7.04.240.

Section 15. Waiver, Release and Hold Harmless

By entering into this Agreement, Operator expressly waives any and all challenges to the Permit referenced herein and the condition(s) imposed thereon, including without limitation the Community Benefit Fee and/or the amount(s), which have been voluntarily agreed upon. Operator agrees and acknowledges that the Community Benefit Fee called for under this Agreement is mutually agreed to, has not been compelled or otherwise imposed by the City, and

is reasonable consideration for the City's issuance of the Permit and obligation to protect public health, safety, and welfare.

Operator expressly waives and releases any and all rights to file a lawsuit for monetary damages against the City based on this Agreement. This includes, but is not limited to, any and all rights to seek a refund for the Community Benefit Fee paid to the City.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional waiver, release and hold harmless provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 16. Governing Law

This Agreement is governed by the laws of the State of California. Venue shall be in San Diego County.

Section 17. Time of Essence

Time is of the essence for each and every provision of this Agreement.

Section 18. Relationship Between Operator and City

It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture. The Operator and the City shall not be deemed or construed for any purpose to be the agent of the other. The City has no obligation or duty with respect to the Operator's CCB operations. Operator agrees to indemnify, hold harmless and defend the City and its officials, officers, employees, volunteers and agents from any claim made against the Operator arising from a claimed relationship of partnership or joint venture between the Operator and the City and/or its officials, officers, employees, volunteers and agents with respect to the CCB operations on the Property, including without limitation any provisions of this Agreement. In this regard, if any such claim is asserted, the City will give prompt notice to the Operator, and the Operator shall defend such claim by counsel of City's choosing and shall pay for the City's defense (including all costs, reasonable attorney's fees, expert witness fees, and related expenses) of such claims.

Section 19. Indemnification

To the fullest extent permitted by law, Operator will defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants or agents in connection with Operator's CCB operations, the Permit, the Property, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Operator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Operator or the City, its officials, officers, employees, agents or volunteers.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional indemnity provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 20. Cooperation.

The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 21. No Third Party Beneficiaries.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 22. Modification

Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance, signed on behalf of each Party.

Section 23. Severability

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 24. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which shall constitute an original, and electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

IN WITNESS WHEREOF, the Operator and the City have signed this Agreement to be effective as of the date first stated above.

CITY OF SANTEE

OPERATOR

By: _____
CITY MANAGER

Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty, City Attorney

Date: _____

Attachment:

Exhibit A: Operator's Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City

Exhibit A

Operator's Signed Financial Responsibility,
Indemnity and Consent to Inspection Terms
agreement and Agreement on Limitations of City's
Liability, and Certifications, Assurances, Warranties,
and Indemnification of City

CITY OF SANTEE
COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION
(RETAIL APPLICATIONS)
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by all owners)

Dated: September 30, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Applicant(s)/Owner(s):

Ray Ibrahim

Printed Name

Ray Ibrahim

Signature

Besma Ibrahim

Besma Ibrahim

Printed Name

Signature

Brandon Garmo

Brandon Garmo

Printed Name

Signature

Derek Garmo

DEREK GARMO

Printed Name

Signature

Rita Hirmez

Rita Hirmez

Printed Name

Signature

Steven Abbo

travelers convenience inc

Printed Name

Signature

Diah P. Asker, Jr.

Diah P Asker Jr.

Printed Name

Signature

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.



Applicant Signature

Ray Ibrahim

Printed Name and Title

Hilife Group Santee, LLC

Name of Business Entity

8011 MISSION GORGE Rd Santee CA

Address of Permitted Location

92071

10/2/24

Date

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 2 day of October, 2024, by Ray Ibrahim, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature M Bonnet

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

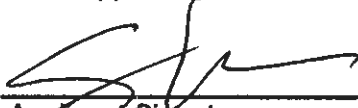
E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.


Applicant Signature

Steven Abbo
Printed Name and Title

Hilife Group Santee, LLC
Name of Business Entity

8011 Mission Gorge Rd, Santee, CA 92071
Address of Permitted Location

10/4/24
Date

n/a
Applicant Signature

n/a
Printed Name and Title

n/a
Name of Business Entity

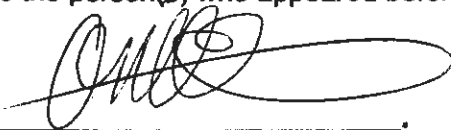
n/a
Address of Permitted Location

n/a
Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd day of October, 2024, by Steven Abbo, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

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D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

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E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.


Applicant Signature

DEREK GARMO, MEMBER and Manager
Printed Name and Title

HILIFE GROUP SANTEE, LLC
Name of Business Entity

8011 MISSION GOREG RD. SANTEE CA, 92071
Address of Permitted Location

10/02/2024
Date

Applicant Signature

Printed Name and Title

Name of Business Entity

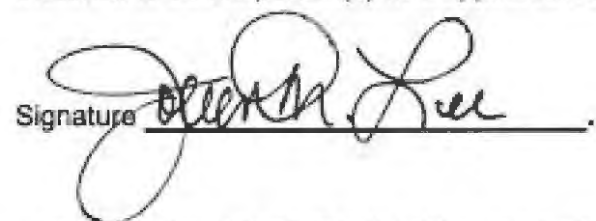
Address of Permitted Location

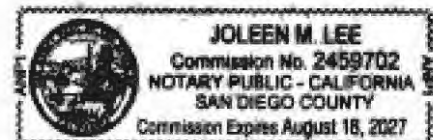
Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 2 day of October, 2024, by Derek Garmo, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

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F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]
Applicant Signature

BRANDON GIARMO MEMBER
Printed Name and Title

Hillife Group Santee, LLC
Name of Business Entity

8011 Mission Gorge Rd, Santee, CA 92071
Address of Permitted Location

Date

n/a
Applicant Signature

n/a
Printed Name and Title

n/a
Name of Business Entity

n/a
Address of Permitted Location

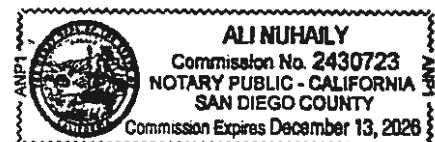
n/a
Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 2 day of October, 2024, by Brandon Garmo, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

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I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]

Applicant Signature

Rita Hirmez

Printed Name and Title

Hilife Group Santee, LLC

Name of Business Entity

8011 Mission Gorge Rd Santee CA

Address of Permitted Location

92071

10-3-2024

Date

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3 day of October, 2024, by Rita Hirmez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

[Signature]

(Seal)



Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

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E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]
Applicant Signature

Besma Ibrahim
Printed Name and Title

Hilife Group Santee LLC
Name of Business Entity

8011 Mission Gorge Rd
Address of Permitted Location
Santee CA 92071

10/2/24
Date

N/A
Applicant Signature

N/A
Printed Name and Title

N/A
Name of Business Entity

N/A
Address of Permitted Location

N/A
Date

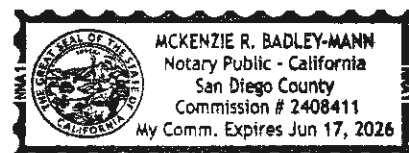
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 2nd day of October, 2024, by Besma Ibrahim, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

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local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

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E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

Diah Petros Asker, Jr.
Applicant Signature

Diah Petros Asker, Jr Shareholder
Printed Name and Title

High life Group, LLC
Name of Business Entity

8011 Mission George Rd Santee, ca 92071
Address of Permitted Location

10.1.2024
Date

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

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

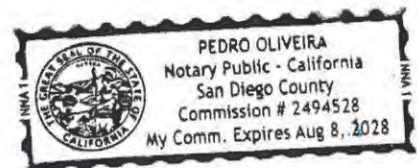
State of California

County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 1 day of OCTOBER, 2024, by DIAB PETROS ASKER JR, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement ("Agreement"), is entered into as of August 27, 2025 ("Effective Date"), by and between the **City of Santee**, a California charter city ("City"), and **Santee Project LLC**, a California limited liability corporation, currently operating as Dr. Green Thumb's ("Operator"). City and Operator may also be referred to individually as a "Party" or together as "Parties."

RECITALS

WHEREAS, on July 11 2025, the City, through Resolution No. 101-2025, selected Operator as one of four businesses to pursue a commercial cannabis business permit ("Permit") to operate a Commercial Cannabis Business ("CCB") at that certain real property located at **10439 Prospect**, Santee, California, **APN 384-250-13-00** (the "Property").

WHEREAS, pursuant to City Council Ordinance No. 602, codified at Santee Municipal Code ("SMC") Chapter 7.04, the application process for a cannabis business permit included a mandatory component on community benefits, the terms of which are to be set out and memorialized in a community benefit agreement. (SMC § 7.04.110(A)).

WHEREAS, community benefits include, but are not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare. (SMC § 7.04.330(C)).

WHEREAS, Operator's application, dated October 15, 2024, proposed certain community benefits, and Operator acknowledges that it was selected by the City, at least in part, due to the community benefits that Operator proposed to the City.

WHEREAS, the community benefits that Operator offered are in addition to the requirements of SMC Chapter 7.04 and are incorporated into the terms and conditions under which Operator's CCB will operate. (SMC § 7.04.110(B)).

WHEREAS, as part of its application to the City for the Permit, Operator signed both a Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and an Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City, both of which are attached as Exhibit "A" and are incorporated here as if fully set forth.

WHEREAS, subsequent to Operator's selection on July 11, 2025, the City and Operator negotiated the details and final terms of the community benefits that Operator will provide to the City.

WHEREAS, the City seeks to support business viability while upholding high standards for facility aesthetics and public perception through the negotiated phased community benefit fee contained in this Agreement.

WHEREAS, Operator's failure to abide by any of the terms of its community benefit agreement may constitute grounds for revocation of the Permit. (SMC § 7.04.190).

WHEREAS, through this Agreement, the Parties memorialize the community benefits that Operator will provide to City for the term of its Permit and any renewal periods related thereto.

AGREEMENT

In consideration of the foregoing recitals, the mutual understandings contained in this Agreement, and other good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals and Exhibits

The Recitals set forth above, including the documents attached as Exhibit A, are true and correct and are hereby incorporated into the terms of this Agreement.

Section 2. Term

This Agreement will commence on the Effective Date and shall remain in effect so long as Operator has a valid, City-issued Permit to operate the CCB at the Property.

Section 3. Definitions

- 3.1 Date of First Sale refers to the date on which Operator's CCB makes its first sale authorized by the CCB Permit.
- 3.2 Gross Receipts refer to any amount the purchaser is required to pay to purchase cannabis or cannabis products from the Operator, including the selling price of the cannabis or cannabis products, any expense the Operator passes on to the purchaser, any charges for services, and any delivery fees, without deduction except for refunds and taxes required by law to be included in or added to the purchase price and collected at the time of sale.
- 3.3 Operating Years one through three will be measured from the Date of First Sale:
 - A. Operating Year 1 will begin on the Date of First Sale and end 365 days later.
 - B. Operating Year 2 will begin one calendar year after the Date of First Sale and end 365 days later.
 - C. Operating Year 3 will begin two calendar years after the Date of First Sale and end 365 days later.
- 3.4 Quarter refers to a period of three months measured on a calendar year basis ending on March 31, June 30, September 30, and December 31.

Section 4. Community Benefits and Investment

- 4.1 Annual Community Benefit Fee Payable to the City:

- A. *Annual Gross Receipts.*

Annually for its first three years in operation from the Date of First Sale, Operator will remit to the City a set percentage of its Gross Receipts as a direct Community Benefit Fee. For the first three years, the required Community Benefit Fee will be measured by:

Operating Year 1:	7.0% of Gross Receipts
Operating Year 2:	7.5% of Gross Receipts
Operating Year 3:	8.0% of Gross Receipts

Upon request or before the conclusion of Operating Year 3, the City and Operator will evaluate the percentage then in place in view of Operator's performance and experience to determine an appropriate Community Benefit Fee calculation for subsequent years. The Community Benefit Fee will remain at 8% unless and until modified by the Parties in writing.

The Community Benefit Fee is not a tax to be charged directly to the purchaser. While Section 5 of this Agreement provides for the circumstance in which the Community Benefit Fee may eventually be replaced by a voter approved tax on the commercial sale of cannabis, until that time, the Community Benefit Fee is a mutually agreed upon condition of issuance of a cannabis business permit as specified in SMC §§ 7.04.110 and 7.04.330(C). The Operator shall not separately charge customers for either the Community Benefit Fee or the Community Investment Fee, and shall not separately list or attribute on its sales receipts or in any other direct manner a portion of the purchase price for products as being a result of the Community Benefit Fee or the Community Investment Fee. The Community Benefit Fee and the Community Investment Fee are solely the responsibility of the Operator to pay from its Gross Receipts.

B. *Paid Quarterly.*

The Community Benefit Fee due will be measured and paid on a quarterly basis. Within 30 days of the end of each Quarter, Operator will:

1. *Statement.* Send a return to the City Finance Director, on a form to be provided, reporting total Gross Receipts for the Quarter. The Quarterly Statement must be certified as correct by an authorized officer of the Operator; and
2. *Payment.* Remit payment of the Community Benefit Fee equal to the percentage of Gross Receipts during the Quarter due by applicable Operating Year.

C. *End of Calendar Year:*

Within 90 days of the end of each calendar year, or within 90 days of the date in which the Operator ceases to operate the CCB at the Property, Operator will provide the City Finance Director with an Annual Financial Statement for the proceeding calendar year. Since the amount of the Community Benefit Fee due will follow an Operating Year cycle, it is anticipated that the Annual Financial Statement will reflect a change in the fee calculation upon the anniversaries of the Date of First Sale. The Annual Statement must be certified as correct by a certified public accountant.

Questions about underpayment or overpayment may be raised by either Party at any time, but to the extent such issues have not been reconciled by the end of the calendar year, they should be identified in the Annual Financial Statement.

Annual Financial Statements are required independently of and regardless of whether Operator applies to renew Operator's CCB Permit.

D. *Late Payment:*

Payments received more than 30 days after the end of any Quarter are late and will accrue interest at the rate of 0.5% monthly until paid in full. In addition, a late payment may provide grounds for a notice of default under Section below.

4.2 Community Investment:

In addition to the Community Benefit Fee payable to the City, Operator will also make monetary donations or contributions for the benefit of the community in an annual amount equivalent to no less than 1% of its Gross Receipts ("Community Investment Fee").

A. *Approved Investments:*

Investment in the City of Santee community (defined as the City's municipal boundaries) may take the form of in-kind donations with a verifiable monetary value, financial sponsorship or support of community events such as fairs, afterschool programs, youth centers, local public or private schools, school athletic programs, school clubs, community centers, homeless shelters, senior centers and/or senior living facilities, and parks and recreation programs, paid time to volunteer at qualifying events, and the payment of mutually agreeable fees and charges.

As part of Operator's application and in representations to City Council, Operator identified the following forms of community investment, that, while not binding, would satisfy this Community Investment requirement:

1. Volunteer hours up to 40 hours annually for which the employee is paid at the same hourly rate as if part of the regular work week.
2. Direct monetary donations to local charitable or community organizations.
3. Support Santee Little League.

B. *Notice to the City:*

Prior to the First Date of Sale, and annually thereafter, the Operator must provide the City Manager with a written notice of the investments in the City of Santee community that Operator will make for the year. The City Manager will have 15 days from the date of the notification to comment on the written notice. If no comment is offered, the donation, contribution,

sponsorship or other investment will be deemed to satisfy this requirement. The Operator may change its community investment at any time by providing written notice to the City Manager. The City Manager will have 15 days to comment on the change. If no comment is offered, the change is deemed to satisfy this requirement.

C. *Annual Accounting:*

Within 90 days of the end of each calendar year, Operator will provide the City Manager with a written accounting of its full investment in the community and establish its value at no less than 1% of its Gross Receipts during the calendar year.

Failure to timely report or to establish the requisite value of the Community Investment may provide grounds for a notice of default under Section 9 below.

4.3 Other Community Benefits:

In addition to the Community Benefit Fee paid to the City and the Community Investment, Operator's application and representations to the Council identified Other Community Benefits it plans to offer related to local outreach to City residents for open positions and actions intended to benefit the local workforce and/or Operator's local employees. Operator's intended efforts include:

- A. Operator will pay a minimum wage of \$20 per hour.
- B. Seventy percent of Operator's annual payroll hours will target local hires.
- C. Operator will enlist a network of local contractors and designers for buildout and will material-source locally.
- D. Operator will participate in community events, including educational events, cannabis farmers markets and public appearances.
- E. Operator will join and maintain an active membership in the Santee Chamber of Commerce.

Section 5. Commercial Cannabis Tax

If the City electorate establishes a commercial citywide cannabis tax during the Term of this Agreement, the Community Benefit Fee to be paid to the City established in Section 4.1 will expire upon date the new tax becomes effective and is charged to the customer upon sale. Operator's commitment to providing Quarterly and Annual Statements will not expire. Unless otherwise determined by the electorate, the Community Investment and Other Community Benefits established in Sections 4.2 and 4.3 will remain in place.

Section 6. Records and Audits

- 6.1 Record Keeping: Operator must record at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a manner that accumulates and consecutively numbers all transactions. A receipt

from any transaction showing the correct amount of the purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal must be noted on and kept in a ledger format. Operator must keep:

- A. Full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits and withdrawals.
 - B. All cash register or point of sale terminal receipts.
 - C. Detailed original records of any refunds, discounts, or costs of goods sold.
 - D. All documents necessary to demonstrate compliance with this Agreement.
- 6.2 Record Retention. Operator must keep and maintain, safe and intact, all of the records, books and accounts required by this Agreement, for a minimum period of five (5) years following the end of the Term.
- 6.3 Right to Review and Audit. Pursuant to this Agreement, the City is entitled to examine Operator's books and records throughout the Term of this Agreement and the record retention period for purposes of determining, confirming or evaluating Operator's Gross Receipts. This right to audit is independent of the City's right to audit granted by any other means, including as specified in SMC §§ 7.04.310(A) and 7.04.330(B). Operator will make such records available to the City, including the City's auditor, representative or agent, for examination at any reasonable time, on ten days advance written notice. The City has the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, and licenses. In addition, at the request of the City or the City's representative, the Operator will provide copies of the Operator's state and local sales and use tax returns. The City will preserve the confidentiality of such information to the fullest extent permitted by applicable California law, as determined by the City Attorney.
- 6.4 Audit Deficiency. If an audit finds that less than the agreed upon Community Benefit Fee based upon actual Gross Receipts has been paid, the City will send the Operator a notice of deficiency. Operator will have ten days from the date of the notice to respond and to pay any undisputed amount due. If the Operator disputes all or part of any alleged underpayment, Operator's response must state the basis of its dispute. The Parties agree to attempt to resolve any dispute within ten days of the date of Operator's response. If agreement cannot be reached, the City may invoke its Default remedies defined in Section 9.
- 6.5 Audit Costs. The cost of the type of audit subject to this Agreement is included in the annual regulatory fee paid by the Operator and will be paid for from such funds.

Section 7. Active Parking Management

Operator will provide active parking management in order to avoid nuisance issues related to spill over traffic or parking. Operator commits to working with the City Manager to quickly resolve any parking or traffic issues that may arise as a result of the Operator's business activities. Upon written request from the City Manager, Operator will plan and submit a formal Parking

Management Plan addressing the specific issues identified in the written request from the City Manager for review and approval by the City Manager. At all times, Operator is obligated to work with the City Manager to address parking and traffic issues at the Property and neighboring businesses and streets, and must implement all reasonable direction from the City Manager regarding parking and traffic management

Section 8. Flyer and Vehicle Advertising Restrictions

Operator agrees that, as a condition of its commercial cannabis business permit and in alignment with the City's interest in maintaining public cleanliness, safety, and aesthetic standards, in minimizing nuisance, and in protecting those who are not old enough to purchase cannabis products, it will not: (a) hand unsolicited flyers, advertisements, or other promotional materials to pedestrians in public spaces, except where specifically authorized; or (b) place flyers, advertisements, or promotional materials on parked vehicles, including under windshield wipers or on window, on public or private property. These restrictions apply solely to the time, place and manner of advertising and do not prohibit the Operator from engaging in lawful commercial speech through other means. Operator acknowledges that these restrictions are content-neutral and narrowly tailored to advance substantial city interests in litter prevention, traffic safety, protection of minors, and protection of private property, and that they leave open ample alternative means of communication.

Section 9. Default; Remedies

Any violation of this Agreement following notice and failure to cure shall constitute "Default". The City shall provide written notice of default to the Operator specifying the complaint of default. The Operator will not be in Default if within ten (10) days from receipt of such notice, the Operator cures or corrects the Default to the reasonable satisfaction of City. In the event that Operator fails to cure or correct any such default within the time specified, or to reach written agreement with the City to the contrary, the Parties acknowledge and agree that such Default constitutes a failure to perform a condition of Operator's Permit, giving rise to the City's authority to revoke the Permit pursuant to SMC Section 7.04.190. Authority to revoke Operator's Permit is in addition to any other remedies available to the City at law or in equity, or as further set forth herein, such as the accrual of interest in the event of late payment, as a result of any Default.

Section 10. Institution of Legal Actions

In addition to the provisions of Section 9, if the Operator fails to cure or correct any Default, the City may institute an action at law or in equity against Operator to enforce this Agreement, to seek specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, or in the Southern District of the United States District Court.

Section 11. Notices, Demands and Communications Between the Parties

Any approval, disapproval, demand, document or other notice ("Notice") that either Party may desire to give to the other under this Agreement must be in writing and may be given by any commercially acceptable means at the address of the party set forth below, or at any other address as that party may later designate by Notice.

OWNER/OPERATOR: Santee Project LLC
10439 Prospect Ave, Ste A
Santee, CA 92071
Attn: Ebon Johnson and James Tooma

CITY: City Manager
City of Santee
10601 Magnolia Ave.
Santee, CA 92071

Section 12. Inaction Not a Waiver of Default

The City does not waive its rights or remedies as to a Default by the failure or delay in asserting its rights with respect to any other Default. Nothing shall deprive the City of its right to institute and maintain an action or proceeding for Default that it deems necessary to protect, assert or enforce any such rights or remedies.

Section 13. Attorneys' Fees

If either Party is required to initiate or defend litigation against the other party, the prevailing party in such action, in addition to any other relief which may be granted, will be entitled to recover reasonable attorneys' fees, including fees for any appeal, as well as all other reasonable costs for investigation, depositions, discovery and necessary costs the court allows that are incurred in such litigation. All such fees are deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

Section 14. Successors and Assigns

This Agreement may not be assigned or transferred by the Operator independently of the Operator's CCB Permit, the transfer of which is governed by Santee Municipal Code section 7.04.240.

Section 15. Waiver, Release and Hold Harmless

By entering into this Agreement, Operator expressly waives any and all challenges to the Permit referenced herein and the condition(s) imposed thereon, including without limitation the Community Benefit Fee and/or the amount(s), which have been voluntarily agreed upon. Operator agrees and acknowledges that the Community Benefit Fee called for under this Agreement is mutually agreed to, has not been compelled or otherwise imposed by the City, and is reasonable consideration for the City's issuance of the Permit and obligation to protect public health, safety, and welfare.

Operator expressly waives and releases any and all rights to file a lawsuit for monetary damages against the City based on this Agreement. This includes, but is not limited to, any and all rights to seek a refund for the Community Benefit Fee paid to the City.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional waiver, release and hold harmless provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 16. Governing Law

This Agreement is governed by the laws of the State of California. Venue shall be in San Diego County.

Section 17. Time of Essence

Time is of the essence for each and every provision of this Agreement.

Section 18. Relationship Between Operator and City

It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture. The Operator and the City shall not be deemed or construed for any purpose to be the agent of the other. The City has no obligation or duty with respect to the Operator's CCB operations. Operator agrees to indemnify, hold harmless and defend the City and its officials, officers, employees, volunteers and agents from any claim made against the Operator arising from a claimed relationship of partnership or joint venture between the Operator and the City and/or its officials, officers, employees, volunteers and agents with respect to the CCB operations on the Property, including without limitation any provisions of this Agreement. In this regard, if any such claim is asserted, the City will give prompt notice to the Operator, and the Operator shall defend such claim by counsel of City's choosing and shall pay for the City's defense (including all costs, reasonable attorney's fees, expert witness fees, and related expenses) of such claims.

Section 19. Indemnification

To the fullest extent permitted by law, Operator will defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants or agents in connection with Operator's CCB operations, the Permit, the Property, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Operator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Operator or the City, its officials, officers, employees, agents or volunteers.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional indemnity provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 20. Cooperation.

The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 21. No Third Party Beneficiaries.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 22. Modification

Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance, signed on behalf of each Party.

Section 23. Severability

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 24. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which shall constitute an original, and electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

IN WITNESS WHEREOF, the Operator and the City have signed this Agreement to be effective as of the date first stated above.

CITY OF SANTEE

By: _____
CITY MANAGER

Date: _____

OPERATOR

By:  _____
Print Name: James tooma
Title: Owner
Date: 8-21-2025

**APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP**

By: _____
Shawn Hagerty, City Attorney

Date: _____

Attachment:

Exhibit A: Operator's Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City

Exhibit A

Operator's Signed Financial Responsibility,
Indemnity and Consent to Inspection Terms
agreement and Agreement on Limitations of City's
Liability, and Certifications, Assurances, Warranties,
and Indemnification of City



2. FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION AGREEMENT

CITY OF SANTEE
COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION
(RETAIL APPLICATIONS)
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by all owners)

Dated: 10-15, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

EBOW ALLE Johnson Sr
Printed Name

Signature _____

GILBERT W. How
Printed Name

Signature

James Toomer
Printed Name

Signature _____

Roost Mink

Printed Name

Signature 

Printed Name _____

Signature _____

Signature



2. AGREEMENT ON LIMITATIONS OF CITY'S LIABILITY AND INDEMNIFICATION TO CITY

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]
Applicant Signature

ERON ALEE JOHNSON ^{OWNER /} _{Member manager}
Printed Name and Title

Santee Project LLC
Name of Business Entity

10439 Prospect Ave STEA Santee Ca 92071
Address of Permitted Location

10-15-2024
Date

[Signature]
Applicant Signature

GILBERT W. HOW ^{OWNER}
Printed Name and Title

Santee Project LLC
Name of Business Entity

10439 Prospect Ave STEA Santee Ca 92071
Address of Permitted Location

10/15/2024
Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 15th day of October, 2024, by Eron Alee Johnson & Gilbert W. How, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

James Teama
Applicant Signature

James Teama owner
Printed Name and Title

Santee Project LLC
Name of Business Entity

10439 Prospect Ave Santee 92071
Address of Permitted Location

10-15-2024
Date

Robert Mikha
Applicant Signature

Robert Mikha owner
Printed Name and Title

Santee Project LLC
Name of Business Entity

10439 Prospect Ave Santee 92071
Address of Permitted Location

10-15-24
Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 15th day of October, 2024, by James Teama + Robert Mikha, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Nadine Chantal Stoll* (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement ("Agreement"), is entered into as of August 27, 2025 ("Effective Date"), by and between the **City of Santee**, a California charter city ("City"), and **East County Prospect LLC dba Green Reserve**, a California limited liability corporation ("Operator"). City and Operator may also be referred to individually as a "Party" or together as "Parties."

RECITALS

WHEREAS, on July 11 2025, the City, through Resolution No. 101-2025, selected Operator as one of four businesses to pursue a commercial cannabis business permit ("Permit") to operate a Commercial Cannabis Business ("CCB") at that certain real property located at **10612 Prospect Avenue**, Santee, California, **APN: 384-260-09-00, 384-260-10-00 and 384-260-11-00** (the "Property").

WHEREAS, pursuant to City Council Ordinance No. 602, codified at Santee Municipal Code ("SMC") Chapter 7.04, the application process for a cannabis business permit included a mandatory component on community benefits, the terms of which are to be set out and memorialized in a community benefit agreement. (SMC § 7.04.110(A)).

WHEREAS, community benefits include, but are not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare. (SMC § 7.04.330(C)).

WHEREAS, Operator's application, dated October 23, 2024, proposed certain community benefits, and Operator acknowledges that it was selected by the City, at least in part, due to the community benefits that Operator proposed to the City.

WHEREAS, the community benefits that Operator offered are in addition to the requirements of SMC Chapter 7.04 and are incorporated into the terms and conditions under which Operator's CCB will operate. (SMC § 7.04.110(B)).

WHEREAS, as part of its application to the City for the Permit, Operator signed both a Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and an Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City, both of which are attached as Exhibit "A" and are incorporated here as if fully set forth.

WHEREAS, subsequent to Operator's selection on July 11, 2025, the City and Operator negotiated the details and final terms of the community benefits that Operator will provide to the City.

WHEREAS, the City seeks to support business viability while upholding high standards for facility aesthetics and public perception through the negotiated phased community benefit fee contained in this Agreement.

WHEREAS, Operator's failure to abide by any of the terms of its community benefit agreement may constitute grounds for revocation of the Permit. (SMC § 7.04.190).

WHEREAS, through this Agreement, the Parties memorialize the community benefits that Operator will provide to City for the term of its Permit and any renewal periods related thereto.

AGREEMENT

In consideration of the foregoing recitals, the mutual understandings contained in this Agreement, and other good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals and Exhibits

The Recitals set forth above, including the documents attached as Exhibit A, are true and correct and are hereby incorporated into the terms of this Agreement.

Section 2. Term

This Agreement will commence on the Effective Date and shall remain in effect so long as Operator has a valid, City-issued Permit to operate the CCB at the Property.

Section 3. Definitions

- 3.1 Date of First Sale refers to the date on which Operator's CCB makes its first sale authorized by the CCB Permit.
- 3.2 Gross Receipts refer to any amount the purchaser is required to pay to purchase cannabis or cannabis products from the Operator, including the selling price of the cannabis or cannabis products, any expense the Operator passes on to the purchaser, any charges for services, and any delivery fees, without deduction except for refunds and taxes required by law to be included in or added to the purchase price and collected at the time of sale.
- 3.3 Operating Years one through three will be measured from the Date of First Sale:
 - A. Operating Year 1 will begin on the Date of First Sale and end 365 days later.
 - B. Operating Year 2 will begin one calendar year after the Date of First Sale and end 365 days later.
 - C. Operating Year 3 will begin two calendar years after the Date of First Sale and end 365 days later.
- 3.4 Quarter refers to a period of three months measured on a calendar year basis ending on March 31, June 30, September 30, and December 31.

Section 4. Community Benefits and Investment

- 4.1 Annual Community Benefit Fee Payable to the City:
 - A. *Annual Gross Receipts.*

Annually for its first three years in operation from the Date of First Sale, Operator will remit to the City a set percentage of its Gross Receipts as a direct Community Benefit Fee. For the first three years, the required Community Benefit Fee will be measured by:

Operating Year 1:	7.0% of Gross Receipts
Operating Year 2:	7.5% of Gross Receipts
Operating Year 3:	8.0% of Gross Receipts

Upon request or before the conclusion of Operating Year 3, the City and Operator will evaluate the percentage then in place in view of Operator's performance and experience to determine an appropriate Community Benefit Fee calculation for subsequent years. The Community Benefit Fee will remain at 8% unless and until modified by the Parties in writing.

The Community Benefit Fee is not a tax to be charged directly to the purchaser. While Section 5 of this Agreement provides for the circumstance in which the Community Benefit Fee may eventually be replaced by a voter approved tax on the commercial sale of cannabis, until that time, the Community Benefit Fee is a mutually agreed upon condition of issuance of a cannabis business permit as specified in SMC §§ 7.04.110 and 7.04.330(C). The Operator shall not separately charge customers for either the Community Benefit Fee or the Community Investment Fee, and shall not separately list or attribute on its sales receipts or in any other direct manner a portion of the purchase price for products as being a result of the Community Benefit Fee or the Community Investment Fee. The Community Benefit Fee and the Community Investment Fee are solely the responsibility of the Operator to pay from its Gross Receipts.

B. *Paid Quarterly.*

The Community Benefit Fee due will be measured and paid on a quarterly basis. Within 30 days of the end of each Quarter, Operator will:

1. *Statement.* Send a return to the City Finance Director, on a form to be provided, reporting total Gross Receipts for the Quarter. . The Quarterly Statement must be certified as correct by an authorized officer of the Operator; and
2. *Payment.* Remit payment of the Community Benefit Fee equal to the percentage of Gross Receipts during the Quarter due by applicable Operating Year.

C. *End of Calendar Year:*

Within 90 days of the end of each calendar year, or within 90 days of the date in which the Operator ceases to operate the CCB at the Property, Operator will provide the City Finance Director with an Annual Financial Statement for the proceeding calendar year. Since the amount of the Community Benefit Fee due will follow an Operating Year cycle, it is anticipated that the Annual Financial Statement will reflect a change in the fee calculation upon the anniversaries of the Date of First Sale. The Annual Statement must be certified as correct by a certified public accountant.

Questions about underpayment or overpayment may be raised by either Party at any time, but to the extent such issues have not been reconciled by the end of the calendar year, they should be identified in the Annual Financial Statement.

Annual Financial Statements are required independently of and regardless of whether Operator applies to renew Operator's CCB Permit.

D. *Late Payment:*

Payments received more than 30 days after the end of any Quarter are late and will accrue interest at the rate of 0.5% monthly until paid in full. In addition, a late payment may provide grounds for a notice of default under Section 9 below.

4.2 Community Investment:

In addition to the Community Benefit Fee payable to the City, Operator will also make monetary donations or contributions for the benefit of the community in an annual amount equivalent to no less than 1% of its Gross Receipts ("Community Investment").

A. *Approved Investments:*

Investment in the City of Santee community (defined as the City's municipal boundaries) may take the form of in-kind donations with a verifiable monetary value, financial sponsorship or support of community events such as fairs, afterschool programs, youth centers, local public or private schools, school athletic programs, school clubs, community centers, homeless shelters, senior centers and/or senior living facilities, and parks and recreation programs, paid time to volunteer at qualifying events, and the payment of mutually agreeable fees and charges.

As part of Operator's application and in representations to City Council, Operator identified the following forms of community investment, that, while not binding, would satisfy this Community Investment requirement:

1. Up to five volunteer hours per month to be paid to employee as regular work hours.
2. Direct monetary donations to local charitable or community organizations.
3. Support the Santee Firefighter Association.

B. *Notice to the City:*

Prior to the First Date of Sale, and annually thereafter, the Operator must provide the City Manager with a written notice of the investments in the City of Santee community that Operator will make for the year. The City Manager will have 15 days from the date of the notification to comment on the written notice. If no comment is offered, the donation, contribution,

sponsorship or other investment will be deemed to satisfy this requirement. The Operator may change its community investment at any time by providing written notice to the City Manager. The City Manager will have 15 days to comment on the change. If no comment is offered, the change is deemed to satisfy this requirement.

C. *Annual Accounting:*

Within 90 days of the end of each calendar year, Operator will provide the City Manager with a written accounting of its full investment in the community and establish its value at no less than 1% of its Gross Receipts during the calendar year.

Failure to timely report or to establish the requisite value of the Community Investment may provide grounds for a notice of default under Section 9 below.

4.3 Other Community Benefits:

In addition to the Community Benefit Fee paid to the City and the Community Investment, Operator's application and representations to the Council identified Other Community Benefits it plans to offer related to local outreach to City residents for open positions and actions intended to benefit the local workforce and/or Operator's local employees. Operator's intended efforts include:

- A. Operator will pay a minimum wage of \$18 per hour.
- B. Ninety to 100% of Operator's annual payroll hours will target local hires.
- C. Operator will prioritize hiring Santee residents for short-term and long-term contract jobs such as design and permitting consultants, construction services, ongoing contracted security services and cleaning services.
- D. Operator will join and maintain an active membership in the Santee Chamber of Commerce.
- E. Operator will hold monthly meetings at the Sportsplex to receive community feedback.
- F. Operator offers \$10,000 down payment assistance to employees who are first time homebuyers to purchase a home in Santee.

Section 5. Commercial Cannabis Tax

If the City electorate establishes a commercial citywide cannabis tax during the Term of this Agreement, the Community Benefit Fee to be paid to the City established in Section 4.1 will expire upon date the new tax becomes effective and is charged to the customer upon sale. Operator's commitment to providing Quarterly and Annual Statements will not expire. Unless otherwise determined by the electorate, the Community Investment and Other Community Benefits established in Sections 4.2 and 4.3 will remain in place.

Section 6. Records and Audits

- 6.1 **Record Keeping:** Operator must record at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a manner that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of the purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal must be noted on and kept in a ledger format. Operator must keep:
- A. Full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits and withdrawals.
 - B. All cash register or point of sale terminal receipts.
 - C. Detailed original records of any refunds, discounts, or costs of goods sold.
 - D. All documents necessary to demonstrate compliance with this Agreement.
- 6.2 **Record Retention.** Operator must keep and maintain, safe and intact, all of the records, books and accounts required by this Agreement, for a minimum period of five (5) years following the end of the Term.
- 6.3 **Right to Review and Audit.** Pursuant to this Agreement, the City is entitled to examine Operator's books and records throughout the Term of this Agreement and the record retention period for purposes of determining, confirming or evaluating Operator's Gross Receipts. This right to audit is independent of the City's right to audit granted by any other means, including as specified in SMC §§ 7.04.310(A) and 7.04.330(B). Operator will make such records available to the City, including the City's auditor, representative or agent, for examination at any reasonable time, on ten days advance written notice. The City has the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, and licenses. In addition, at the request of the City or the City's representative, the Operator will provide copies of the Operator's state and local sales and use tax returns. The City will preserve the confidentiality of such information to the fullest extent permitted by applicable California law, as determined by the City Attorney.
- 6.4 **Audit Deficiency.** If an audit finds that less than the agreed upon Community Benefit Fee based upon actual Gross Receipts has been paid, the City will send the Operator a notice of deficiency. Operator will have ten days from the date of the notice to respond and to pay any undisputed amount due. If the Operator disputes all or part of any alleged underpayment, Operator's response must state the basis of its dispute. The Parties agree to attempt to resolve any dispute within ten days of the date of Operator's response. If agreement cannot be reached, the City may invoke its Default remedies defined in Section 9.
- 6.5 **Audit Costs.** The cost of the type of audit subject to this Agreement is included in the annual regulatory fee paid by the Operator and will be paid for from such funds.

Section 7. Active Parking Management

Operator will provide active parking management in order to avoid nuisance issues related to spill over traffic or parking. Operator commits to working with the City Manager to quickly resolve any parking or traffic issues that may arise as a result of the Operator's business activities. Upon written request from the City Manager, Operator will plan and submit a formal Parking Management Plan addressing the specific issues identified in the written request from the City Manager for review and approval by the City Manager. At all times, Operator is obligated to work with the City Manager to address parking and traffic issues at the Property and neighboring businesses and streets, and must implement all reasonable direction from the City Manager regarding parking and traffic management.

Section 8. Flyer and Vehicle Advertising Restrictions

Operator agrees that, as a condition of its commercial cannabis business permit and in alignment with the City's interest in maintaining public cleanliness, safety, and aesthetic standards, in minimizing nuisance, and in protecting those who are not old enough to purchase cannabis products, it will not: (a) hand unsolicited flyers, advertisements, or other promotional materials to pedestrians in public spaces, except where specifically authorized; or (b) place flyers, advertisements, or promotional materials on parked vehicles, including under windshield wipers or on window, on public or private property. These restrictions apply solely to the time, place and manner of advertising and do not prohibit the Operator from engaging in lawful commercial speech through other means. Operator acknowledges that these restrictions are content-neutral and narrowly tailored to advance substantial city interests in litter prevention, traffic safety, protection of minors, and protection of private property, and that they leave open ample alternative means of communication.

Section 9. Default; Remedies

Any violation of this Agreement following notice and failure to cure shall constitute "Default". The City shall provide written notice of default to the Operator specifying the complaint of default. The Operator will not be in Default if within ten (10) days from receipt of such notice, the Operator cures or corrects the Default to the reasonable satisfaction of City. In the event that Operator fails to cure or correct any such default within the time specified, or to reach written agreement with the City to the contrary, the Parties acknowledge and agree that such Default constitutes a failure to perform a condition of Operator's Permit, giving rise to the City's authority to revoke the Permit pursuant to SMC Section 7.04.190. Authority to revoke Operator's Permit is in addition to any other remedies available to the City at law or in equity, or as further set forth herein, such as the accrual of interest in the event of late payment, as a result of any Default.

Section 10. Institution of Legal Actions

In addition to the provisions of Section 9, if the Operator fails to cure or correct any Default, the City may institute an action at law or in equity against Operator to enforce this Agreement, to seek specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, or in the Southern District of the United States District Court.

Section 11. Notices, Demands and Communications Between the Parties

Any approval, disapproval, demand, document or other notice ("Notice") that either Party may desire to give to the other under this Agreement must be in writing and may be given by any commercially acceptable means at the address of the party set forth below, or at any other address as that party may later designate by Notice.

OWNER/OPERATOR: East County Prospect LLC
c/o Mattia & Yousif Law
3835 Avocado Blvd, Suite 265
La Mesa, CA 91941

CITY: City Manager
City of Santee
10601 Magnolia Ave.
Santee, CA 92071

Section 12. Inaction Not a Waiver of Default

The City does not waive its rights or remedies as to a Default by the failure or delay in asserting its rights with respect to any other Default. Nothing shall deprive the City of its right to institute and maintain an action or proceeding for Default that it deems necessary to protect, assert or enforce any such rights or remedies.

Section 13. Attorneys' Fees

If either Party is required to initiate or defend litigation against the other party, the prevailing party in such action, in addition to any other relief which may be granted, will be entitled to recover reasonable attorneys' fees, including fees for any appeal, as well as all other reasonable costs for investigation, depositions, discovery and necessary costs the court allows that are incurred in such litigation. All such fees are deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

Section 14. Successors and Assigns

This Agreement may not be assigned or transferred by the Operator independently of the Operator's CCB Permit, the transfer of which is governed by Santee Municipal Code section 7.04.240.

Section 15. Waiver, Release and Hold Harmless

By entering into this Agreement, Operator expressly waives any and all challenges to the Permit referenced herein and the condition(s) imposed thereon, including without limitation the Community Benefit Fee and/or the amount(s), which have been voluntarily agreed upon. Operator agrees and acknowledges that the Community Benefit Fee called for under this Agreement is mutually agreed to, has not been compelled or otherwise imposed by the City, and is reasonable consideration for the City's issuance of the Permit and obligation to protect public health, safety, and welfare.

Operator expressly waives and releases any and all rights to file a lawsuit for monetary damages against the City based on this Agreement. This includes, but is not limited to, any and all rights to seek a refund for the Community Benefit Fee paid to the City.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional waiver, release and hold harmless provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 16. Governing Law

This Agreement is governed by the laws of the State of California. Venue shall be in San Diego County.

Section 17. Time of Essence

Time is of the essence for each and every provision of this Agreement.

Section 18. Relationship Between Operator and City

It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture. The Operator and the City shall not be deemed or construed for any purpose to be the agent of the other. The City has no obligation or duty with respect to the Operator's CCB operations. Operator agrees to indemnify, hold harmless and defend the City and its officials, officers, employees, volunteers and agents from any claim made against the Operator arising from a claimed relationship of partnership or joint venture between the Operator and the City and/or its officials, officers, employees, volunteers and agents with respect to the CCB operations on the Property, including without limitation any provisions of this Agreement. In this regard, if any such claim is asserted, the City will give prompt notice to the Operator, and the Operator shall defend such claim by counsel of City's choosing and shall pay for the City's defense (including all costs, reasonable attorney's fees, expert witness fees, and related expenses) of such claims.

Section 19. Indemnification

To the fullest extent permitted by law, Operator will defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants or agents in connection with Operator's CCB operations, the Permit, the Property, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Operator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Operator or the City, its officials, officers, employees, agents or volunteers.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional indemnity provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 20. Cooperation.

The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 21. No Third Party Beneficiaries.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 22. Modification

Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance, signed on behalf of each Party.

Section 23. Severability

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 24. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which shall constitute an original, and electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

IN WITNESS WHEREOF, the Operator and the City have signed this Agreement to be effective as of the date first stated above.

CITY OF SANTEE

By: _____
Gary Halbert, Interim City Manager

Date: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty, City Attorney

Date: _____

Attachment:

OPERATOR

By: 
Ilham Polis, CEO

Date: 8-22-28

Exhibit A: Operator's Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City

Exhibit A

Operator's Signed Financial Responsibility,
Indemnity and Consent to Inspection Terms
agreement and Agreement on Limitations of City's
Liability, and Certifications, Assurances, Warranties,
and Indemnification of City

CITY OF SANTEE
COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION
(RETAIL APPLICATIONS)
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by all owners)

Dated: 9-4, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Applicant(s)/Owner(s):

X William J. Pol's
Printed Name

X 
Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]
Applicant Signature

Ilham y Polis
Printed Name and Title

East County Prospect LLC
Name of Business Entity

10612 Prospect Ave, Santee, CA 92071
Address of Permitted Location

09/04/2024
Date

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

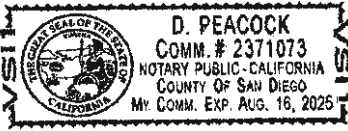
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 4 day of Sept., 2024, by Ilham Polis, proved to me on the basis of satisfactory evidence to be the person(x) who appeared before me.

Signature *[Signature]*

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement ("Agreement"), is entered into as of August 27, 2025 ("Effective Date"), by and between the **City of Santee**, a California charter city ("City"), and **9805 Prospect LLC dba Flyte**, a California limited liability corporation ("Operator"). City and Operator may also be referred to individually as a "Party" or together as "Parties."

RECITALS

WHEREAS, on July 11 2025, the City, through Resolution No. 101-2025, selected Operator as one of four businesses to pursue a commercial cannabis business permit ("Permit") to operate a Commercial Cannabis Business ("CCB") at that certain real property located at **9805 Prospect**, Santee, California, **384-190-74-00** and **384-190-44-00** (the "Property").

WHEREAS, pursuant to City Council Ordinance No. 602, codified at Santee Municipal Code ("SMC") Chapter 7.04, the application process for a cannabis business permit included a mandatory component on community benefits, the terms of which are to be set out and memorialized in a community benefit agreement. (SMC § 7.04.110(A)).

WHEREAS, community benefits include, but are not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare. (SMC § 7.04.330(C)).

WHEREAS, Operator's application, dated October 21, 2024, proposed certain community benefits, and Operator acknowledges that it was selected by the City, at least in part, due to the community benefits that Operator proposed to the City.

WHEREAS, the community benefits that Operator offered are in addition to the requirements of SMC Chapter 7.04 and are incorporated into the terms and conditions under which Operator's CCB will operate. (SMC § 7.04.110(B)).

WHEREAS, as part of its application to the City for the Permit, Operator signed both a Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and an Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City, both of which are attached as Exhibit "A" and are incorporated here as if fully set forth.

WHEREAS, subsequent to Operator's selection on July 11, 2025, the City and Operator negotiated the details and final terms of the community benefits that Operator will provide to the City.

WHEREAS, the City seeks to support business viability while upholding high standards for facility aesthetics and public perception through the negotiated phased community benefit fee contained in this Agreement.

WHEREAS, Operator's failure to abide by any of the terms of its community benefit agreement may constitute grounds for revocation of the Permit. (SMC § 7.04.190).

WHEREAS, through this Agreement, the Parties memorialize the community benefits that Operator will provide to City for the term of its Permit and any renewal periods related thereto.

AGREEMENT

In consideration of the foregoing recitals, the mutual understandings contained in this Agreement, and other good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. **Incorporation of Recitals and Exhibits**

The Recitals set forth above, including the documents attached as Exhibit A, are true and correct and are hereby incorporated into the terms of this Agreement.

Section 2. **Term**

This Agreement will commence on the Effective Date and shall remain in effect so long as Operator has a valid, City-issued Permit to operate the CCB at the Property.

Section 3. **Definitions**

- 3.1 Date of First Sale refers to the date on which Operator's CCB makes its first retail sale authorized by the CCB Permit.
- 3.2 Gross Receipts refer to any amount the purchaser is required to pay to purchase cannabis or cannabis products from the Operator, including the selling price of the cannabis or cannabis products, any expense the Operator passes on to the purchaser, any charges for services, and any delivery fees without deduction except for refunds and taxes required by law to be included in or added to the purchase price and collected at the time of sale.
- 3.3 Operating Years one through three will be measured from the Date of First Sale:
 - A. Operating Year 1 will begin on the Date of First Sale and end 365 days later.
 - B. Operating Year 2 will begin one calendar year after the Date of First Sale and end 365 days later.
 - C. Operating Year 3 will begin two calendar years after the Date of First Sale and end 365 days later.
- 3.4 Quarter refers to a period of three months measured on a calendar year basis ending on March 31, June 30, September 30, and December 31.

Section 4. **Community Benefits and Investment**

- 4.1 Annual Community Benefit Fee Payable to the City:

- A. *Annual Gross Receipts.*

Annually for its first three years in operation from the Date of First Sale, Operator will remit to the City a set percentage of its Gross Receipts as a direct Community Benefit Fee. For the first three years, the required Community Benefit Fee will be measured by:

Operating Year 1:	7.0% of Gross Receipts
Operating Year 2:	7.5% of Gross Receipts
Operating Year 3:	8.0% of Gross Receipts

Upon request or before the conclusion of Operating Year 3, the City and Operator will evaluate the percentage then in place in view of Operator's performance and experience to determine an appropriate Community Benefit Fee calculation for subsequent years. The Community Benefit Fee will remain at 8% unless and until modified by the Parties in writing.

The Community Benefit Fee is not a tax to be charged directly to the purchaser. While Section 5 of this Agreement provides for the circumstance in which the Community Benefit Fee may eventually be replaced by a voter approved tax on the commercial sale of cannabis, until that time, the Community Benefit Fee is a mutually agreed upon condition of issuance of a cannabis business permit as specified in SMC §§ 7.04.110 and 7.04.330(C). The Operator shall not separately charge customers for either the Community Benefit Fee or the Community Investment Fee, and shall not separately list or attribute on its sales receipts or in any other direct manner a portion of the purchase price for products as being a result of the Community Benefit Fee or the Community Investment Fee. The Community Benefit Fee and the Community Investment Fee are solely the responsibility of the Operator to pay from its Gross Receipts.

B. *Paid Quarterly.*

The Community Benefit Fee due will be measured and paid on a quarterly basis. Within 30 days of the end of each Quarter, Operator will:

1. *Statement.* Send a return to the City Finance Director, on a form to be provided, reporting total Gross Receipts for the Quarter. The Quarterly Statement must be certified as correct by an authorized officer of the Operator; and
2. *Payment.* Remit payment of the Community Benefit Fee equal to the percentage of Gross Receipts during the Quarter due by applicable Operating Year.

C. *End of Calendar Year:*

Within 90 days of the end of each calendar year, or within 90 days of the date in which the Operator ceases to operate the CCB at the Property, Operator will provide the City Finance Director with an Annual Financial Statement for the proceeding calendar year. Since the amount of the Community Benefit Fee due will follow an Operating Year cycle, it is anticipated that the Annual Financial Statement will reflect a change in the fee calculation upon the anniversaries of the Date of First Sale. The Annual Statement must be certified as correct by a certified public accountant.

Questions about underpayment or overpayment may be raised by either Party at any time, but to the extent such issues have not been reconciled by the end of the calendar year, they should be identified in the Annual Financial Statement.

Annual Financial Statements are required independently of and regardless of whether Operator applies to renew Operator's CCB Permit.

D. *Late Payment:*

Payments received more than 30 days after the end of any Quarter are late and will accrue interest at the rate of 0.5% monthly until paid in full. In addition, a late payment may provide grounds for a notice of default under Section 9 below.

4.2 Community Investment:

In addition to the Community Benefit Fee payable to the City, Operator will also make monetary donations or contributions for the benefit of the community in an annual amount equivalent to no less than 1% of its Gross Receipts ("Community Investment Fee").

A. *Approved Investments:*

Investment in the City of Santee community (defined as the City's municipal boundaries) may take the form of, but are not limited to, in-kind donations with a verifiable monetary value, financial, sponsorship or support of community events such as fairs, afterschool programs, youth centers, local public or private schools, school athletic programs, school clubs, community centers, homeless shelters, senior centers and/or senior living facilities, and parks and recreation programs, paid time to volunteer at qualifying events, and the payment of mutually agreeable fees and charges.

As part of Operator's application and in representations to City Council, Operator identified the following examples of community investment that, while not binding, would satisfy this Community Investment requirement:

1. Volunteer hours up to 40 hours annually where the employee is paid for the volunteer hours as regular work hours.
2. Direct monetary donations to local charitable or community organizations.

B. *Notice to the City:*

Prior to the First Date of Sale, and annually thereafter, the Operator must provide the City Manager with a written notice of the types of investments in the City of Santee community that Operator will make for the year. The City Manager will have 15 days from the date of the notification to comment on the written notice. If no comment is offered, the donation, contribution,

sponsorship or other investment will be deemed to satisfy this requirement. The Operator may change its community investment at any time by providing written notice to the City Manager. The City Manager will have 15 days to comment on the change. If no comment is offered, the change is deemed to satisfy this requirement.

C. *Annual Accounting:*

Within 90 days of the end of each calendar year, Operator will provide the City Manager with a written accounting of its full investment in the community and establish its value at no less than 1% of its Gross Receipts during the calendar year.

Failure to timely report or to establish the requisite value of the Community Investment may provide grounds for a notice of default under Section 9 below.

4.3 Other Community Benefits:

In addition to the Community Benefit Fee paid to the City and the Community Investment, Operator's application and representations to the Council identified Other Community Benefits it plans to offer related to local outreach to City residents for open positions and actions intended to benefit the local workforce and/or Operator's local employees. Operator's intended efforts include:

- A. Operator will pay a minimum wage of \$21.50 per hour.
- B. Seventy-five percent of Operator's annual payroll hours will target local hires.
- C. Operator will source all vendors and contractors for site construction and development locally.
- D. Operator will participate in community and educational events.
- E. Operator will join and maintain an active membership in the Santee Chamber of Commerce.

Section 5. Commercial Cannabis Tax

If the City electorate establishes a commercial citywide cannabis tax during the Term of this Agreement, the Community Benefit Fee to be paid to the City established in Section 4.1 will expire upon date the new tax becomes effective and is first charged to a customer upon sale. Operator's commitment to providing Quarterly and Annual Statements in accordance with Section 4.1 of this Agreement will not expire. Unless otherwise determined by the electorate, the required Community Investment and Other Community Benefits established in Sections 4.2 and 4.3 will remain in place.

Section 6. Records and Audits

- 6.1 **Record Keeping:** Operator must record at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a manner that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of the purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal must be noted on and kept in a ledger format. Operator must keep:
- A. Full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits and withdrawals.
 - B. All cash register or point of sale terminal receipts.
 - C. Detailed original records of any refunds, discounts, or costs of goods sold.
 - D. All documents necessary to demonstrate compliance with this Agreement.
- 6.2 **Record Retention.** Operator must keep and maintain, safe and intact, all of the records, books and accounts required by this Agreement, for a minimum period of five (5) years following the end of the Term.
- 6.3 **Right to Review and Audit.** Pursuant to this Agreement, the City is entitled to examine Operator's books and records throughout the Term of this Agreement and the record retention period for purposes of determining, confirming or evaluating Operator's Gross Receipts. This right to audit is independent of the City's right to audit granted by any other means, including as specified in SMC §§ 7.04.310(A) and 7.04.330(B). Operator will make such records available to the City, including the City's auditor, representative or agent, for examination at any reasonable time, on ten days advance written notice. The City has the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, and licenses. In addition, at the request of the City or the City's representative, the Operator will provide copies of the Operator's state and local sales and use tax returns. The City will preserve the confidentiality of such information to the fullest extent permitted by applicable California law, as determined by the City Attorney.
- 6.4 **Audit Deficiency.** If an audit finds that less than the agreed upon Community Benefit Fee based upon actual Gross Receipts has been paid, the City will send the Operator a notice of deficiency. Operator will have ten days from the date of the notice to respond and to pay any undisputed amount due. If the Operator disputes all or part of any alleged underpayment, Operator's response must state the basis of its dispute. The Parties agree to attempt to resolve any dispute within ten days of the date of Operator's response. If agreement cannot be reached, the City may invoke its Default remedies defined in Section 9.
- 6.5 **Audit Costs.** The cost of the type of audit subject to this Agreement is included in the annual regulatory fee paid by the Operator and will be paid for from such funds.

Section 7. Active Parking Management

Operator will provide active parking management in order to avoid nuisance issues related to spill over traffic or parking. Operator commits to working with the City Manager to quickly resolve any parking or traffic issues that may arise as a result of the Operator's business activities. Upon written request from the City Manager, Operator will plan and submit a formal Parking Management Plan addressing the specific issues identified in the written request from the City Manager for review and approval by the City Manager. At all times, Operator is obligated to work with the City Manager to address parking and traffic issues at the Property and neighboring businesses and streets, and must implement all reasonable direction from the City Manager regarding parking and traffic management.

Section 8. Flyer and Vehicle Advertising Restrictions

Operator agrees that, as a condition of its commercial cannabis business permit and in alignment with the City's interest in maintaining public cleanliness, safety, and aesthetic standards, in minimizing nuisance, and in protecting those who are not old enough to purchase cannabis products, it will not: (a) hand unsolicited flyers, advertisements, or other promotional materials to pedestrians in public spaces, except where specifically authorized; or (b) place flyers, advertisements, or promotional materials on parked vehicles, including under windshield wipers or on window, on public or private property. These restrictions apply solely to the time, place and manner of advertising and do not prohibit the Operator from engaging in lawful commercial speech through other means. Operator acknowledges that these restrictions are content-neutral and narrowly tailored to advance substantial city interests in litter prevention, traffic safety, protection of minors, and protection of private property, and that they leave open ample alternative means of communication.

Section 9. Default; Remedies

Any violation of this Agreement following notice and failure to cure shall constitute "Default". The City shall provide written notice of default to the Operator specifying the complaint of default. The Operator will not be in Default if within ten (10) days from receipt of such notice, the Operator cures or corrects the Default to the reasonable satisfaction of City. In the event that Operator fails to cure or correct any such default within the time specified, or to reach written agreement with the City to the contrary, the Parties acknowledge and agree that such Default constitutes a failure to perform a condition of Operator's Permit, giving rise to the City's authority to revoke the Permit pursuant to SMC Section 7.04.190. Authority to revoke Operator's Permit is in addition to any other remedies available to the City at law or in equity, or as further set forth herein, such as the accrual of interest in the event of late payment, as a result of any Default.

Section 10. Institution of Legal Actions

In addition to the provisions of Section 9, if the Operator fails to cure or correct any Default, the City may institute an action at law or in equity against Operator to enforce this Agreement, to seek specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, or in the Southern District of the United States District Court.

Section 11. Notices, Demands and Communications Between the Parties

Any approval, disapproval, demand, document or other notice ("Notice") that either Party may desire to give to the other under this Agreement must be in writing and may be given by any commercially acceptable means at the address of the party set forth below, or at any other address as that party may later designate by Notice.

OWNER/OPERATOR: Mr. Chris Salem
9805 Prospect, LLC
8617 Cuyamaca Street, Suite 2
Santee, CA 92071

With a Copy to:

Fennemore
600 B Street, Suite 1700
San Diego, CA 92101
Attn: Kelly Black

CITY: City Manager
City of Santee
10601 Magnolia Ave.
Santee, CA 92071

Section 12. Inaction Not a Waiver of Default

The City does not waive its rights or remedies as to a Default by the failure or delay in asserting its rights with respect to any other Default. Nothing shall deprive the City of its right to institute and maintain an action or proceeding for Default that it deems necessary to protect, assert or enforce any such rights or remedies.

Section 13. Attorneys' Fees

If either Party is required to initiate or defend litigation against the other party, the prevailing party in such action, in addition to any other relief which may be granted, will be entitled to recover reasonable attorneys' fees, including fees for any appeal, as well as all other reasonable costs for investigation, depositions, discovery and necessary costs the court allows that are incurred in such litigation. All such fees are deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

Section 14. Successors and Assigns

This Agreement may not be assigned or transferred by the Operator independently of the Operator's CCB Permit, the transfer of which is governed by Santee Municipal Code section 7.04.240.

Section 15. Waiver, Release and Hold Harmless

By entering into this Agreement, Operator expressly waives any and all challenges to the Permit referenced herein and the condition(s) imposed thereon, including without limitation the Community Benefit Fee and/or the amount(s), which have been voluntarily agreed upon.

Operator agrees and acknowledges that the Community Benefit Fee called for under this Agreement is mutually agreed to, has not been compelled or otherwise imposed by the City, and is reasonable consideration for the City's issuance of the Permit and obligation to protect public health, safety, and welfare.

Operator expressly waives and releases any and all rights to file a lawsuit for monetary damages against the City based on this Agreement. This includes, but is not limited to, any and all rights to seek a refund for the Community Benefit Fee paid to the City.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional waiver, release and hold harmless provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 16. Governing Law

This Agreement is governed by the laws of the State of California. Venue shall be in San Diego County.

Section 17. Time of Essence

Time is of the essence for each and every provision of this Agreement.

Section 18. Relationship Between Operator and City

It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture. The Operator and the City shall not be deemed or construed for any purpose to be the agent of the other. The City has no obligation or duty with respect to the Operator's CCB operations. Operator agrees to indemnify, hold harmless and defend the City and its officials, officers, employees, volunteers and agents from any claim made against the Operator arising from a claimed relationship of partnership or joint venture between the Operator and the City and/or its officials, officers, employees, volunteers and agents with respect to the CCB operations on the Property, including without limitation any provisions of this Agreement. In this regard, if any such claim is asserted, the City will give prompt notice to the Operator, and the Operator shall defend such claim by counsel of City's choosing and shall pay for the City's defense (including all costs, reasonable attorney's fees, expert witness fees, and related expenses) of such claims.

Section 19. Indemnification

To the fullest extent permitted by law, Operator will defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants or agents in connection with Operator's CCB operations, the Permit, the Property, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Operator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Operator or the City, its officials, officers, employees, agents or volunteers.

Operator also agrees and acknowledges that the provisions in Exhibit "A" hereto, including but not limited to the additional indemnity provisions, survive and are expressly incorporated into this Agreement as enforceable provisions of this Agreement. To the extent of conflict between the indemnity, waiver, release and hold harmless provisions of this Agreement and those in Exhibit "A", the more stringent provisions protecting the City shall apply.

Section 20. Cooperation.

The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 21. No Third Party Beneficiaries.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 22. Modification

Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance, signed on behalf of each Party.

Section 23. Severability

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 24. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which shall constitute an original, and electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

IN WITNESS WHEREOF, the Operator and the City have signed this Agreement to be effective as of the date first stated above.

CITY OF SANTEE

By: _____
CITY MANAGER

Date: _____

OPERATOR

By: 
Print Name: Christopher J. Kern
Title: Managing Member
Date: 8-21-25

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty, City Attorney

Date: _____

Attachment:

Exhibit A: Operator's Financial Responsibility, Indemnity and Consent to Inspection Terms agreement and Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification of City

Exhibit A

Operator's Signed Financial Responsibility,
Indemnity and Consent to Inspection Terms
agreement and Agreement on Limitations of City's
Liability, and Certifications, Assurances, Warranties,
and Indemnification of City



FLYTE

SANTEE, CALIFORNIA



2. FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION AGREEMENT

CITY OF SANTEE
COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION
(RETAIL APPLICATIONS)
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by all owners)

Dated: September 27, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Applicant(s)/Owner(s):

Christopher Lalen
Printed Name

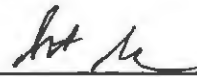
Martin Lalen
Printed Name

Printed Name

Printed Name

Printed Name


Signature


Signature

Signature

Signature

Signature

CITY OF SANTEE
COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION
(RETAIL APPLICATIONS)
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS
(Must be completed by all owners)

Dated: OCTOBER 17, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

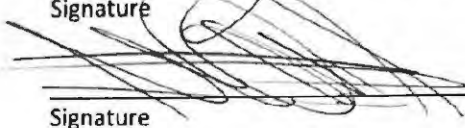
Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Applicant(s)/Owner(s):

RAMIE NAQUM
Printed Name


Signature

Mazin Stephan
Printed Name


Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature



FLYTE

SANTEE, CALIFORNIA



**2. AGREEMENT ON
LIMITATIONS OF CITY'S
LIABILITY AND
INDEMNIFICATION TO CITY**

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.


Applicant Signature

RAMIZ NAOUM / OWNER, CEO
Printed Name and Title

9805 PROSPECT, LLC
Name of Business Entity

9805 PROSPECT AVE, SANTEE, CA 92071
Address of Permitted Location

10/4/24
Date

Applicant Signature

Printed Name and Title

Name of Business Entity

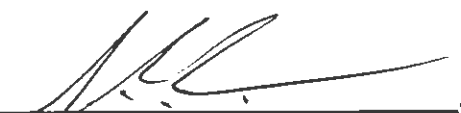
Address of Permitted Location

Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 04 day of October, 2024, by RAMIZ NAOUM, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

CALIFORNIA JURAT CERTIFICATE

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

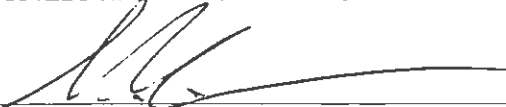
State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 04 day of October,
2024, by RAMIZ NAOUM

proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.



Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement on limitations of City's liability, and certifications, assurances, warranties, (Title of document) and indemnification to City

Number of Pages 4 (Including jurat)

Document Date 10/04/2024

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
☐ Corporate Officer
☐ Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Other: _____

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

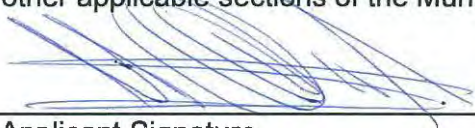
E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.


Applicant Signature

Mazin Stephan / Owner, COC
Printed Name and Title

9805 Prospect, LLC
Name of Business Entity

9805 Prospect Ave. Santee, CA 92071
Address of Permitted Location

Date

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 04 day of October, 2024, by Mazin Stephan, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 

(Seal)



CALIFORNIA JURAT CERTIFICATE

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

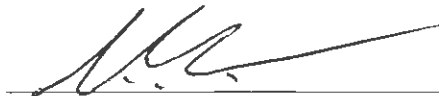
State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 04 day of October
2024, by Nazin Stephan

proved to me on the basis of satisfactory evidence to be the person ☒ who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.



Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement on Limitations of City's Liability, and Certifications, Assurances, warranties, and indemnification to city
(Title of document)

Number of Pages 4 (Including jurat)

Document Date 10/04/2024

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
☐ Corporate Officer
☐ Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Other: _____

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by all owners)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Santee ("City") and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to the application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Santee Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.


Applicant Signature

Christopher Salem, owner
Printed Name and Title

9805 Prospect, LLC DBA: Flyte
Name of Business Entity

8547 Cuyamaca St
9805 Prospect Ave Santee, CA 92071
Address of Permitted Location

10/14/24
Date

**SEE ATTACHED
CALIFORNIA JURAT**


Applicant Signature

Martin Salem, owner
Printed Name and Title

9805 Prospect, LLC DBA: Flyte
Name of Business Entity

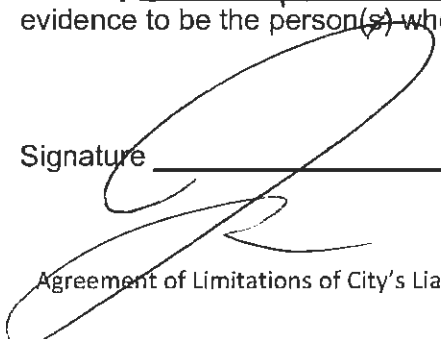
8547 Cuyamaca St
9805 Prospect Ave Santee, CA 92071
Address of Permitted Location

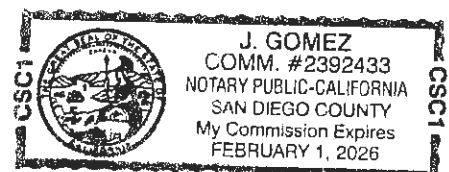
10/14/24
Date

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2024, by Christopher Salem, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



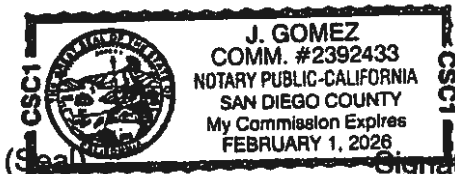
Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

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

State of California
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 15th
day of October, 2024, by Martha Salen

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

A large, stylized handwritten signature in black ink, appearing to read "Martha Salen", is written over a horizontal line.

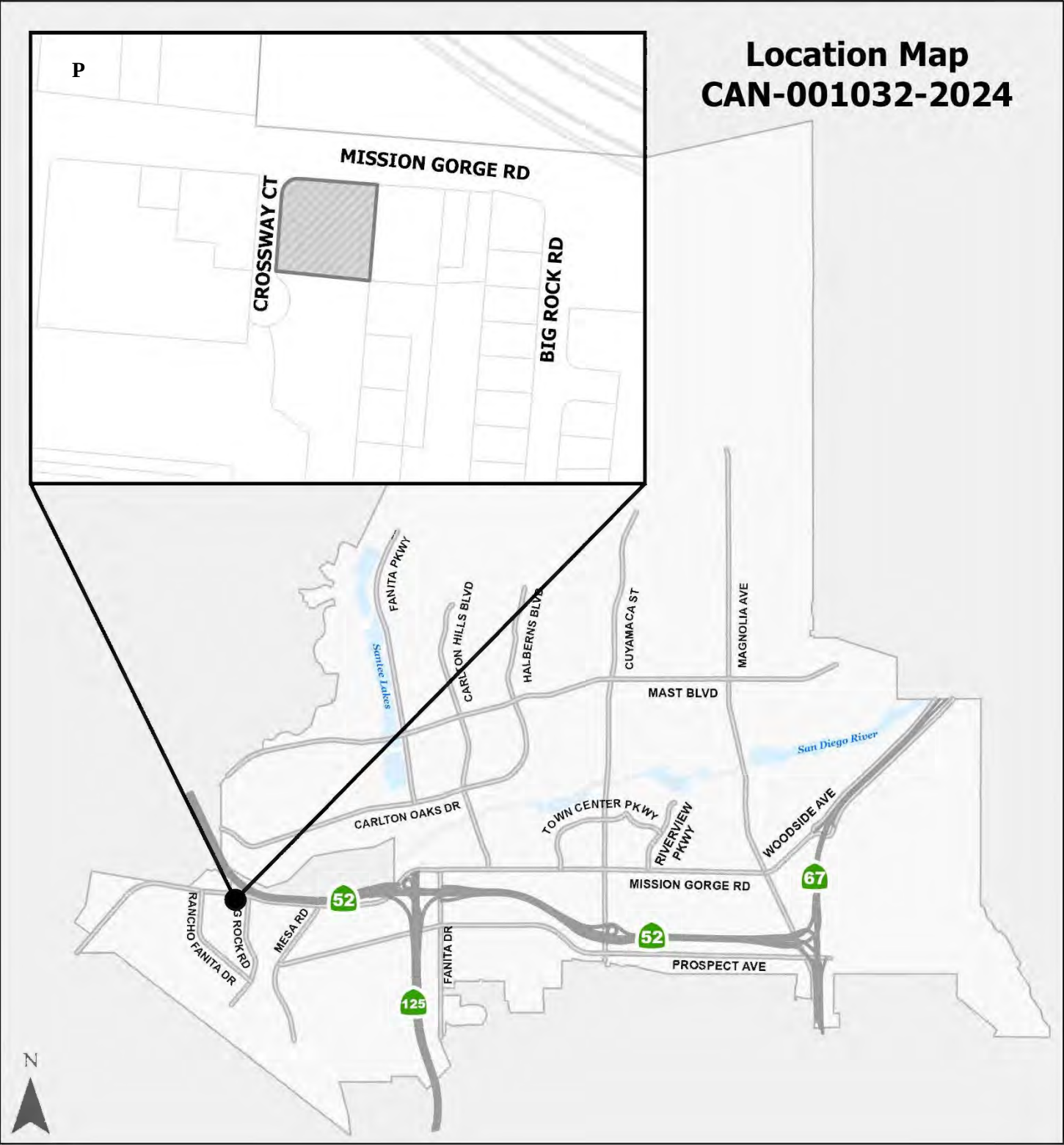
NOTICE OF EXEMPTION

TO: Office of Planning and Research ☒ CEQAnet Web Portal https://ceqanet.opr.ca.gov	FROM: (Public Agency) City of Santee Planning & Building Department
☒ County Recorder County of San Diego P.O. Box 121750 San Diego, CA 92112-1750	Address: 10601 Magnolia Avenue, Building 4 Santee, CA 92071

1.	Project Title:	BUZZ Commercial Cannabis Business Permit Retail Application (CAN-001032-2024)
2.	Project Applicant:	Hilife Group Santee, LLC DBA: BUZZ 8011 Mission Gorge Road Santee, CA 92071 (619) 857-3001
3.	Project Location – Identify street address, cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Street address: 8011 Mission Gorge Road, Santee, CA 92071 APN: 383-261-25-00 Cross streets: Mission Gorge Road and Crossway Court Location Map attached
	(a) Project Location – City:	Santee
	(b) Project Location – County:	San Diego
4.	Description of nature, purpose, and beneficiaries of Project:	This project is a Commercial Cannabis Business Permit for the establishment of a retail cannabis business in accordance with the City's Cannabis Business Permit Ordinance (Santee Municipal Code Chapter 7.04). The retail business would occupy 3,363 square feet of existing commercial retail space within an existing multi-tenant neighborhood shopping center. The project will update the shopping center with new paint, exterior lighting, landscaping and video surveillance. The shopping center is on a 0.73-acre corner lot located at 8011 Mission Gorge Road in the General Commercial (GC) Zone.
5.	Name of Public Agency approving project:	City of Santee
6.	Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	BUZZ Ray Ibrahim – Manager & Member 2605 Camino Del Rio S, Suite 200 San Diego, CA 92108 (619) 857-3001
7.	Exempt status: (check one)	
	(a) ☐ Ministerial project.	(Pub. Res. Code § 21080(b)(1); State CEQA Guidelines § 15268)
	(b) ☐ Not a project.	

(c)	☐	Emergency Project.	(Pub. Res. Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(d)	☒	Categorical Exemption. State type and section number:	Class 3. Section 15303 New Construction or Conversion of Small Structures
(e)	☐	Declared Emergency.	(Pub. Res. Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f)	☐	Statutory Exemption. State type and section number:	
(g)	☐	Other. Explanation:	
(h)		Reason why the project was exempt:	The project consists of the conversion of 3,363 square feet of existing retail space within an existing multi-tenant neighborhood shopping center to a retail cannabis business. The multi-tenant neighborhood shopping center is located on a 0.73-acre corner lot in the GC Zone, in an urbanized area with all necessary public services available to serve the site. The surrounding area is developed with urban uses and would not be considered environmentally sensitive. The project proposes converting two of the existing retail suites (3,363 square feet) within the shopping center, adding additional landscaping, painting and adding exterior lighting. The conversion does not exceed 10,000 square feet and the proposed retail use will not involve significant amounts of hazardous substances. Through review of the project and project site, none of the exceptions in Section 15300.2 exist and the project may rely on the categorical exemption.
(i)		Lead Agency Contact Person:	Rachael Lindebrekke, Associate Planner
(j)		Telephone:	619-258-4100, extension 205
8.		If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
9.		Has a Notice of Exemption been filed by the public agency approving the project? Yes ☒ No ☐	
10.		Was a public hearing held by the lead agency to consider the exemption? Yes ☒ No ☐	
11.		If yes, the date of the public hearing was: 7/8/2025, 7/10/2025, 7/11/2025 and 8/13/2025	
Signature: _____ Date: _____ Title: <u>Associate Planner</u> Rachael Lindebrekke ☒ Signed by Lead Agency ☐ Signed by Applicant Date Received for Filing: _____ (Clerk Stamp Here) Authority cited: Sections 21083 and 21100, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.			

Project Location



NOTICE OF EXEMPTION

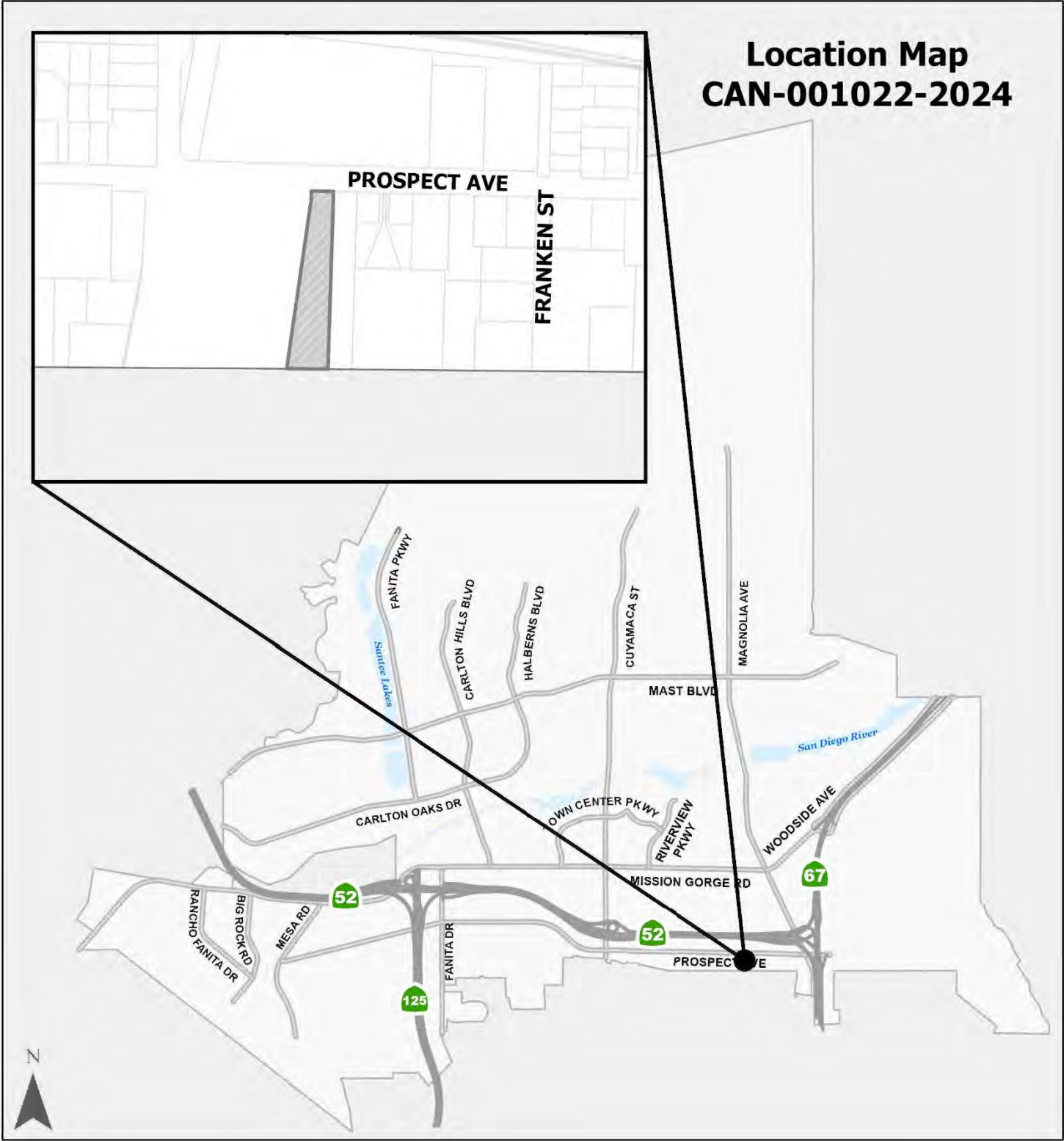
TO: Office of Planning and Research ☒ CEQAnet Web Portal https://ceqanet.opr.ca.gov	FROM: (Public Agency) City of Santee Planning & Building Department
☒ County Recorder County of San Diego P.O. Box 121750 San Diego, CA 92112-1750	Address: 10601 Magnolia Avenue, Building 4 Santee, CA 92071

1. Project Title:	Santee Project, LLC Commercial Cannabis Business Permit Retail Application (CAN-001022-2024), operating as Dr. Green Thumb's
2. Project Applicant:	Santee Project, LLC Operating as Dr. Green Thumb's 8760 Campo Rd La Mesa, CA 91941 (619) 319-7878
3. Project Location – Identify street address, cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Street address: 10439 Prospect Ave, Suite A, Santee, CA 92071 APN: 384-250-13-00 Cross streets: Prospect Ave and Franken Street Location Map attached
(a) Project Location – City:	Santee
(b) Project Location – County:	San Diego
4. Description of nature, purpose, and beneficiaries of Project:	This project is a Commercial Cannabis Business Permit for the establishment of a retail cannabis business in accordance with the City's Cannabis Business Permit Ordinance (Santee Municipal Code Chapter 7.04). The retail business would occupy the ground floor (1,820 square feet) of a 4,950 square foot existing industrial office building. The top floor will remain an industrial office and the 13,680 square foot multi-tenant industrial building also located on the site will remain. The project will update the 4,950 square foot building with new paint, windows, exterior lighting, landscaping and video surveillance. The multi-tenant industrial center is on a 1.16-acre lot located at 10439 Prospect Ave, Suite A in the General Industrial (IG) Zone.
5. Name of Public Agency approving project:	City of Santee
6. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Santee Project LLC Ebon A Johnson Sr – Member Manager 8760 Campo Rd La Mesa, CA 91941 (619) 319-7878
7. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Res. Code § 21080(b)(1); State CEQA Guidelines § 15268)

(b)	☐	Not a project.	
(c)	☐	Emergency Project.	(Pub. Res. Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(d)	☒	Categorical Exemption.	Class 3. Section 15303 New Construction or Conversion of Small Structures
		State type and section number:	
(e)	☐	Declared Emergency.	(Pub. Res. Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f)	☐	Statutory Exemption.	
		State type and section number:	
(g)	☐	Other. Explanation:	
(h)		Reason why the project was exempt:	The project consists of the conversion of the bottom floor (1,820 square feet) of 4,950 square foot existing industrial office building. The multi-tenant industrial center is on a 1.16-acre lot in the IG Zone, in an urbanized area with all necessary public services available to serve the site. The surrounding area is developed with urban uses and would not be considered environmentally sensitive. The top floor will remain an industrial office and the 13,680 square foot multi-tenant industrial building also located on the site will remain. The project will update the 4,950 square foot building with new paint, windows, exterior lighting, landscaping and video surveillance. The conversion does not exceed 10,000 square feet and the proposed retail use will not involve significant amounts of hazardous substances. Through review of the project and project site, none of the exceptions in Section 15300.2 exist and the project may rely on the categorical exemption.
(i)		Lead Agency Contact Person:	Rachael Lindebrekke, Associate Planner
(j)		Telephone:	619-258-4100, extension 205
8.		If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
9.		Has a Notice of Exemption been filed by the public agency approving the project? Yes ☒ No ☐	
10.		Was a public hearing held by the lead agency to consider the exemption? Yes ☒ No ☐	
11.		If yes, the date of the public hearing was: 7/8/2025, 7/10/2025, 7/11/2025 and 8/13/2025	
Signature: _____ Date: _____ Title: <u>Associate Planner</u> Rachael Lindebrekke ☒ Signed by Lead Agency ☐ Signed by Applicant Date Received for Filing: _____ (Clerk Stamp Here) Authority cited: Sections 21083 and 21100, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.			

Project Location

Location Map
CAN-001022-2024



NOTICE OF EXEMPTION

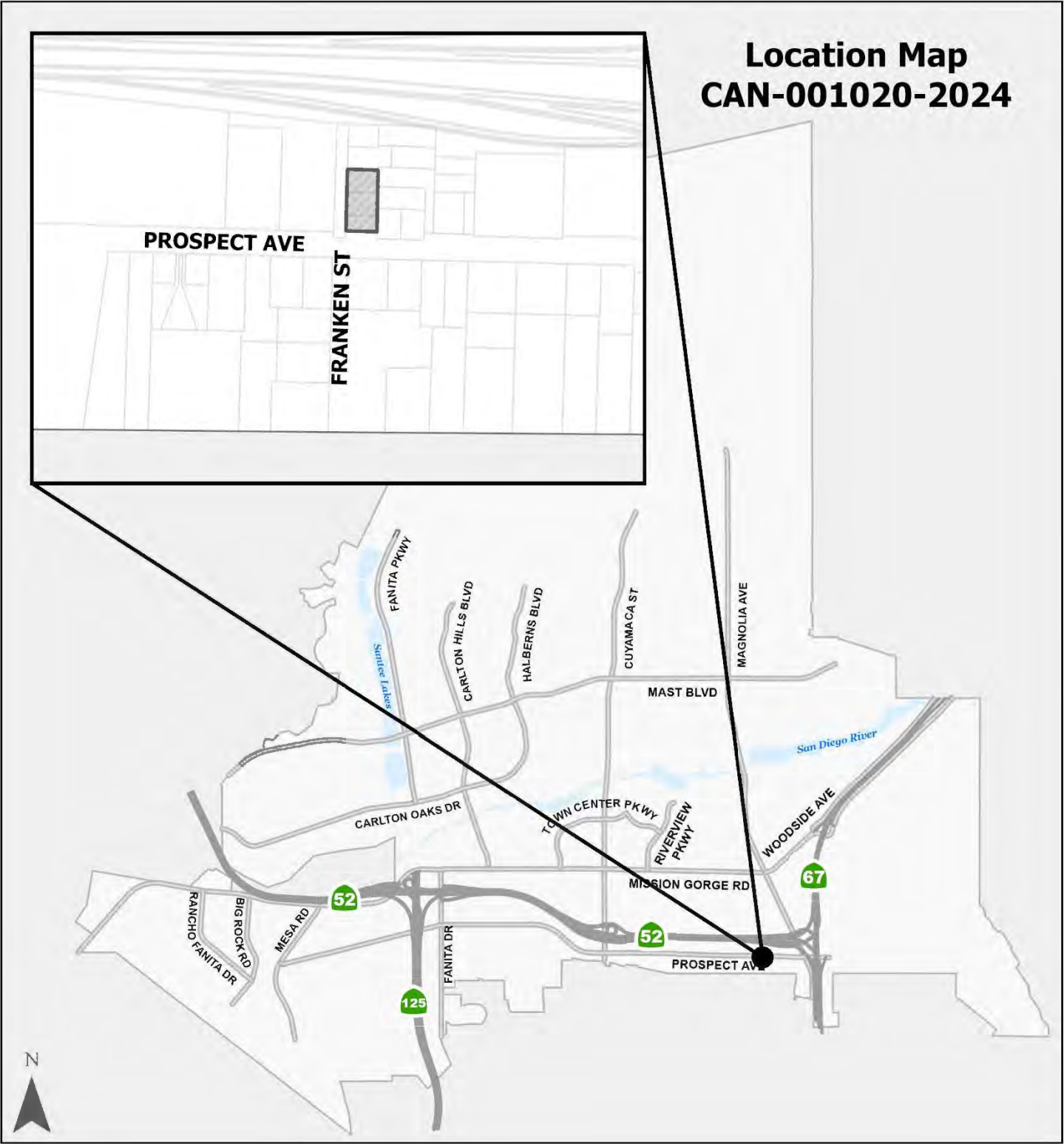
TO: ☒ Office of Planning and Research CEQAnet Web Portal https://ceqanet.opr.ca.gov	FROM: (Public Agency) City of Santee Planning & Building Department
☒ County Recorder County of San Diego P.O. Box 121750 San Diego, CA 92112-1750	Address: 10601 Magnolia Avenue, Building 4 Santee, CA 92071

1. Project Title:	Green Reserve Commercial Cannabis Business Permit Retail Application (CAN-001020-2024)
2. Project Applicant:	East County Prospect LLC DBA: Green Reserve 15122 Cross Stone Dr San Diego, CA 92127 (858) 531-3333
3. Project Location – Identify street address, cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Street address: 10612 Prospect Ave, Santee, CA 92071 APN: 384-260-09-00, 384-260-10-00, 384-260-11-00 Cross streets: Prospect Ave and Tumbleweed Ter Location Map attached
(a) Project Location – City:	Santee
(b) Project Location – County:	San Diego
4. Description of nature, purpose, and beneficiaries of Project:	This project is a Commercial Cannabis Business Permit for the establishment of a retail cannabis business in accordance with the City's Cannabis Business Permit Ordinance (Santee Municipal Code Chapter 7.04). The retail business would occupy up to 3,500 square feet of existing industrial space within an existing multi-tenant industrial center. The project will update the suite with new paint, exterior lighting, landscaping and video surveillance. The industrial center is on a 0.37-acre lot located at 10612 Prospect Ave in the Light Industrial (IL) Zone.
5. Name of Public Agency approving project:	City of Santee
6. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Green Reserve Ilham Polis – Member 15122 Cross Stone Dr San Diego, CA 92127 (858) 531-3333
7. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Res. Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	
(c) ☐ Emergency Project.	(Pub. Res. Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))

(d)	☒	Categorical Exemption. State type and section number:	Class 3. Section 15303 New Construction or Conversion of Small Structures
(e)	☐	Declared Emergency.	(Pub. Res. Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f)	☐	Statutory Exemption. State type and section number:	
(g)	☐	Other. Explanation:	
(h)		Reason why the project was exempt:	The project consists of the conversion of up to 3,500 square feet of existing industrial space within an existing multi-tenant industrial center. The industrial center is on a 0.37-acre lot in the IL Zone, in an urbanized area with all necessary public services available to serve the site. The surrounding area is developed with urban uses and would not be considered environmentally sensitive. The project proposes converting a vacant suite (up to 3,500 square feet) within the multi-tenant industrial center, adding additional landscaping, painting and adding exterior lighting. The conversion does not exceed 10,000 square feet and the proposed retail use will not involve significant amounts of hazardous substances. Through review of the project and project site, none of the exceptions in Section 15300.2 exist and the project may rely on the categorical exemption.
(i)		Lead Agency Contact Person:	Rachael Lindebrekke, Associate Planner
(j)		Telephone:	619-258-4100, extension 205
8.		If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
9.		Has a Notice of Exemption been filed by the public agency approving the project? Yes ☒ No ☐	
10.		Was a public hearing held by the lead agency to consider the exemption? Yes ☒ No ☐	
11.		If yes, the date of the public hearing was: 7/8/2025, 7/10/2025, 7/11/2025 and 8/13/2025	
Signature: _____ Date: _____ Title: <u>Associate Planner</u> Rachael Lindebrekke ☒ Signed by Lead Agency ☐ Signed by Applicant Date Received for Filing: _____ (Clerk Stamp Here) Authority cited: Sections 21083 and 21100, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.			



Project Location



NOTICE OF EXEMPTION

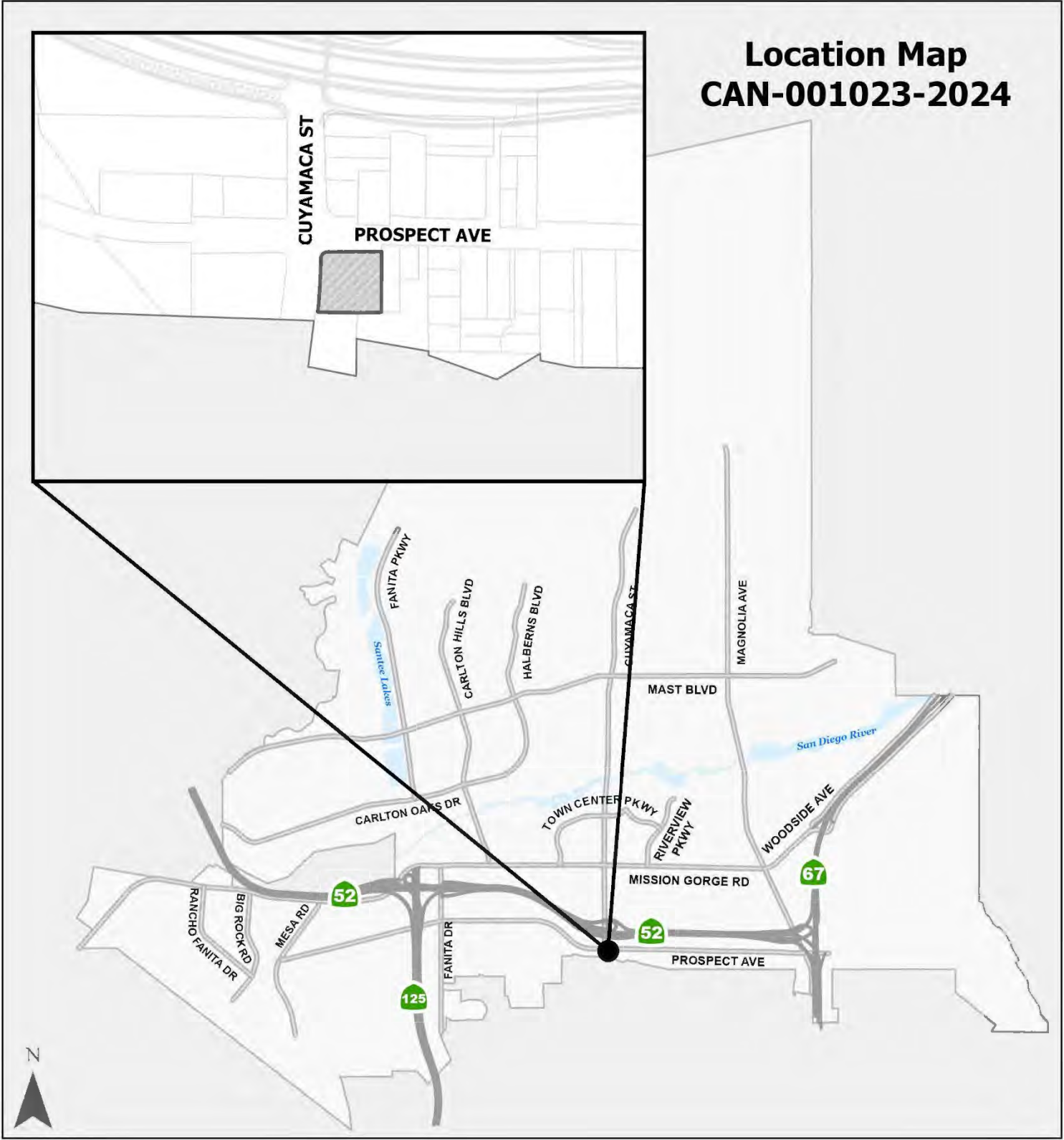
TO: ☒ Office of Planning and Research CEQAnet Web Portal https://ceqanet.opr.ca.gov	FROM: (Public Agency) City of Santee Planning & Building Department
☒ County Recorder County of San Diego P.O. Box 121750 San Diego, CA 92112-1750	Address: 10601 Magnolia Avenue, Building 4 Santee, CA 92071

1. Project Title:	Flyte Commercial Cannabis Business Permit Retail Application (CAN-001023-2024)
2. Project Applicant:	9805 Prospect, LLC DBA: Flyte 10109 Challenger Ct Spring Valley, CA 91978 (619) 750-9499
3. Project Location – Identify street address, cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Street address: 9805 Prospect Ave/8547 Cuyamaca St, Santee, CA 92071 APN: 384-190-74-00 Cross streets: Prospect Avenue and Cuyamaca Street Location Map attached
(a) Project Location – City:	Santee
(b) Project Location – County:	San Diego
4. Description of nature, purpose, and beneficiaries of Project:	This project is a Commercial Cannabis Business Permit for the establishment of a retail cannabis business in accordance with the City's Cannabis Business Permit Ordinance (Santee Municipal Code Chapter 7.04). The retail business would occupy 2,284 square feet of existing commercial retail space within an existing multi-tenant shopping center. The project will update the shopping center with new paint, exterior lighting, landscaping, video surveillance and a wall mural. The shopping center is on a 0.71-acre corner lot located at 9805 Prospect Ave/8547 Cuyamaca St in the General Commercial (GC) Zone.
5. Name of Public Agency approving project:	City of Santee
6. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Flyte Ramiz Naoum – Owner & Chief Executive Officer 10109 Challenger Ct Spring Valley, CA 91978 (619) 750-9499
7. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Res. Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	

(c)	☐	Emergency Project.	(Pub. Res. Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(d)	☒	Categorical Exemption. State type and section number:	Class 3. Section 15303 New Construction or Conversion of Small Structures
(e)	☐	Declared Emergency.	(Pub. Res. Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f)	☐	Statutory Exemption. State type and section number:	
(g)	☐	Other. Explanation:	
(h)		Reason why the project was exempt:	The project consists of the conversion of 2,284 square feet of existing retail space within an existing multi-tenant shopping center to a retail cannabis business. The multi-tenant shopping center is located on a 0.71-acre corner lot in the GC Zone, in an urbanized area with all necessary public services available to serve the site. The surrounding area is developed with urban uses and would not be considered environmentally sensitive. The project proposes converting an existing 2,284 square foot retail suite within the shopping center, adding additional landscaping, painting and adding exterior lighting. The conversion does not exceed 10,000 square feet and the proposed retail use will not involve significant amounts of hazardous substances. Through review of the project and project site, none of the exceptions in Section 15300.2 exist and the project may rely on the categorical exemption.
(i)		Lead Agency Contact Person:	Rachael Lindebrekke, Associate Planner
(j)		Telephone:	619-258-4100, extension 205
8.		If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
9.		Has a Notice of Exemption been filed by the public agency approving the project? Yes ☒ No ☐	
10.		Was a public hearing held by the lead agency to consider the exemption? Yes ☒ No ☐	
11.		If yes, the date of the public hearing was: 7/8/2025, 7/10/2025, 7/11/2025 and 8/13/2025	
Signature: _____ Date: _____ Title: <u>Associate Planner</u> Rachael Lindebrekke ☒ Signed by Lead Agency ☐ Signed by Applicant Date Received for Filing: _____ (Clerk Stamp Here) Authority cited: Sections 21083 and 21100, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.			

Project Location

Location Map
CAN-001023-2024



MEETING DATE August 27, 2025

ITEM TITLE APPROVAL OF ORGANIZATIONAL RESTRUCTURING, SALARY SCHEDULE AMENDMENTS AND APPROPRIATION OF GENERAL FUND RESERVES TO THE FISCAL YEAR 2025-26 OPERATING BUDGET

DIRECTOR/DEPARTMENT Gary Halbert, Interim City Manager

SUMMARY

At the direction of the City Council, staff evaluated options for the restructuring of City departments with the aim of streamlining operations, eliminating redundancies, and consolidating functions to reduce costs. On July 9, 2025, the Interim City Manager presented recommendations for proposed organizational restructuring. The purpose of this item is to approve the proposed organizational restructuring recommendations, adopt amendments to the Salary Schedule and appropriate General Fund Reserves to the FY 2025-26 Operating Budget to support implementation of the restructuring plan and support other related actions as outlined in the staff report.

Staff's recommendations include the following proposed actions: transfer the Fleet Maintenance Division from the Fire Department to Community Services/Public Services and establish a new Fleet Supervisor position; reorganize the Building Department by adding a Plans Examiner and Building Inspector to reduce reliance on contract services; reassign the Confidential Secretary from the City Manager/City Council to the City Clerk's Office; adjust the salary bands for the Directors of Human Resources and Community Services for pay equity; add the three new proposed job classifications to the adopted Salary Schedule; convert the two part-time Office Assistant positions in Public Services and Fire into one full-time Administrative Secretary position to be shared by the two departments; and add the four additional positions to the FY 2025-26 Operating Budget Summary of Funded Positions.

FINANCIAL STATEMENT *HS*

Implementation of the proposed restructuring plan and related actions will require an additional appropriation of \$205,120 to the FY 2025-26 Operating Budget from available General Fund Reserves. A detailed breakdown of associated costs is provided in the attached staff report.

CITY ATTORNEY REVIEW

☐ N/A ☒ Completed

RECOMMENDATION *CH*

Approve the proposed organizational restructuring as outlined in the attached report and adopt the attached resolution amending the adopted Salary Schedule to reflect updated salary bands for the Director of Human Resources and Director of Community Services and to include three new classifications; and authorize the appropriation of \$205,120 from General Fund Reserves to the Fiscal Year 2025-26 Operating Budget to implement the reorganization plan and take related actions as detailed in the staff report.

ATTACHMENTS

- 1 - Staff Report
- 2 - Resolution



STAFF REPORT

APPROVAL OF ORGANIZATIONAL RESTRUCTURING, SALARY SCHEDULE AMENDMENTS AND APPROPRIATION OF GENERAL FUND RESERVES TO THE FISCAL YEAR 2025-26 OPERATING BUDGET

**CITY COUNCIL MEETING
AUGUST 27, 2025**

SUMMARY

Staff recommends that the City Council approve the proposed organizational restructuring plan, and adopt the attached resolution amending the City's Salary Schedule to reflect updates for select director positions and new classifications, and appropriating General Fund Reserves to support implementation in Fiscal Year 2025-26.

The proposed changes aim to streamline City operations, improve internal service delivery, ensure pay equity among department heads, and improve staffing efficiency in key departments. The report also includes a recommendation to convert two part-time Office Assistant positions into a full-time Administrative Secretary position, shared between the Fire and Community Services Departments.

DISCUSSION

1. ORGANIZATIONAL RESTRUCTURING

In response to City Council direction, staff evaluated restructuring opportunities to improve operational efficiency, reduce redundancies, and consolidate key functions. The organizational restructuring plan consists of three primary actions, as originally proposed, now with updated financial details. The following organizational changes are proposed:

A. Transfer of Fleet Maintenance Division from the Fire Department to Community Services/Public Services

This change transfers the City's Fleet Maintenance Division from the Fire Department to the Community Services/Public Services Department and establishes a new Fleet Supervisor position.

This position will report to the Public Services Manager in the Community Services/Public Services Department and will help streamline departmental functions while relieving the Deputy Fire Chief of non-core administrative duties—allowing the Fire Department to focus more fully on emergency response services.

Benefits:

- Aligns fleet operations with public works and maintenance functions
- Reduces administrative burden on the Fire Department
- Centralizes vehicle management under one department

FY 2025-26 Budget Impact:

- Fleet Supervisor Salary & Benefits (9 months): \$109,590
- One-Time Setup Costs (equipment, workstation, etc.): \$11,000
- Uniform/Training/Supplies: \$3,660

Total Estimated Cost: \$124,250

A transition period of eight to ten months is anticipated to allow for the recruitment and onboarding of the Fleet Supervisor, as well as the phased transfer of operational, administrative, and physical resources. It is anticipated that the Fleet Maintenance Division will be fully operational under the Community Services Department by the start of the next budget cycle (FY 2026–27).

B. Reorganization of the Building Department

As part of the City's ongoing efforts to establish a full-serve Building Department, strengthen internal capacity and reduce reliance on contract services, staff is proceeding with a phased reorganization of the Building Department. To support this transition, the City recently engaged a retired annuitant to serve as the Interim Building Official, providing leadership, continuity, and expert guidance throughout the restructuring process.

In addition to this temporary appointment, staff proposes the addition of two permanent positions to further support in-house service delivery, a Plans Examiner and Building Inspector. The costs associated with the new positions will be completely offset by a reduction in the Building Division Expert/Consulting Services budget.

Benefits:

- Improved service consistency and responsiveness
- Long-term cost savings by reducing contract expenditures
- Enhanced customer service and turnaround times for permit processing and inspections

FY 2025-26 Budget Impact:

- Plans Examiner Salary & Benefits (9 months): \$109,590
- Building Inspector Salary & Benefits (9 months): \$87,730
- One-Time Setup Costs (equipment, workstations, etc.): \$21,000
- Reduction in Expert Consulting Services: -\$218,320

Net Estimated Cost: \$0

This reorganization is expected to result in improved service quality and long-term operational efficiencies while keeping ongoing fiscal impacts minimal.

C. Reassignment of the Confidential Secretary to the City Manager/City Council to the City Clerk's Office

This action reassigns the Confidential Secretary currently supporting the City Manager/City Council to the City Clerk's Office, filling the administrative support gap created by the elimination of the Administrative Secretary position.

Benefits:

- Improved alignment of administrative support for the City Council
- Strengthened coordination between Council services and the City Clerk
- No net increase in personnel

FY 2025-26 Budget Impact:

- No additional personnel cost (position already funded in existing budget)
- One-Time Setup Costs: \$10,000

Total Estimated Cost: \$10,000

2. SALARY SCHEDULE AMENDMENTS

Staff is recommending the following amendments to the adopted salary schedule:

A. Salary Band Adjustments

Staff is recommending that the adopted salary schedule be amended to reflect salary band adjustments for the Director of Human Resources and Director of Community Services positions to ensure parity with comparable department heads within the City and across San Diego County.

An external salary review of department director positions across 17 San Diego County cities found that most cities place all or most of their department heads within the same salary band. A corresponding internal review of Santee's director-level positions identified slight differences among roles with comparable levels of responsibility.

Currently, the Director of Planning and Building and the Director of Engineering share a top salary of \$212,635.18, while the Director of Community Services is slightly lower at \$212,546.59 (<0.01%), and the Director of Human Resources is lower at \$210,103.84 (1.2%). To ensure internal alignment and maintain consistency with regional practices, staff recommends adjusting the salary bands for the Directors of Community Services and Human Resources to match those of Planning and Engineering.

FY 2025-26 Budget Impact:

- Estimated cost for Human Resources Director salary band increase: \$3,000
- No budget impact for Community Services salary band increase

B. New Classifications

The following three new classifications will be added to the adopted salary schedule:

- Fleet Supervisor
- Plans Examiner
- Building Inspector

3. INCREASE NUMBER OF APPROVED BUDGETED POSITIONS

Staff is proposing an increase in the number of approved budgeted positions in the FY 2025-26 Operating Budget to include the three new positions recommended above as part of the organizational restructuring, and an additional full-time Administrative Secretary position as discussed below.

A. Conversion of Part-Time Office Assistants to Full-Time Administrative Secretary

To better support both the Fire Department and Community Services/Public Services Department, staff recommends converting two part-time (20-hour/week) Office Assistant positions into one full-time, benefited Administrative Secretary position. This role would be shared between the departments and provide improved continuity and administrative support.

The approved Fiscal Year 2025-2026 budget allocated funding for one part-time Office Assistant at 20 hours/week to the Public Services Department and one part-time Office Assistant at 20 hours/week to the Fire Department. To better meet the needs of both departments, this budget modification replaces these two part-time positions with one full-time, benefited Administrative Secretary, to be shared between the two departments.

This proposed change will better serve both the Fire Department and the Community Services Department with a full-time employee in the position. The Administrative Secretary position is responsible for a higher level of responsibility than an Office Assistant. The Administrative Secretary would be able to support and back-up existing administrative support in both departments. Additionally, employer studies show that a full-time employee is more likely to reflect greater commitment and stability, consistency in work quality and volume of productivity, and are more suitable for roles that require continuity and work-specific knowledge; reducing turnover and interruption in services externally and support internally.

FY 2025-26 Budget Impact:

- Net additional cost of \$67,870 for a new full-time Administrative Secretary position
- Budget adjustments include increasing regular salaries and benefits in Public Services and Fire Departments, offset by reducing temporary positions

RECOMMENDATION

Staff recommends that the City Council approve the proposed organizational restructuring as outlined in this report and adopt the attached resolution amending the adopted Salary Schedule to reflect updated salary bands for the Director of Human Resources and Director of Community Services and to include three new classifications; and authorize the appropriation of \$205,120 from General Fund Reserves to the Fiscal Year 2025-26 Operating Budget to implement the reorganization plan and take related actions as detailed in this report.

RESOLUTION NO. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, APPROVING THE ORGANIZATIONAL RESTRUCTURING, AMENDING
THE ADOPTED SALARY SCHEDULE, APPROPRIATING GENERAL FUND RESERVES
TO THE FISCAL YEAR 2025-26 OPERATING BUDGET AND TAKING RELATED
ACTIONS**

WHEREAS, the City Council directed the Interim City Manager to evaluate options for restructuring City departments to streamline operations, reduce redundancies, and improve service delivery; and

WHEREAS, on July 9, 2025, the Interim City Manager presented recommendations for proposed organizational restructuring; and

WHEREAS, the proposed plan includes personnel changes, salary schedule amendments, and the appropriation of General Fund Reserves to support implementation during Fiscal Year 2025–26; and

WHEREAS, staff recently conducted an internal and external review of department director salaries and found minor inconsistencies with the salary bands for the Director of Human Resources and the Director of Community Services; and

WHEREAS, it is recommended that the salary schedule be amended to align the salary bands of the Directors of Human Resources and Community Services with the Directors of Planning and Engineering; and

WHEREAS, it is also recommended that the two part-time Office Assistant positions, one in the Public Services Department and one in the Fire Department, be converted to a full-time benefited Administrative Secretary position to be split between the two departments to better meet the operational needs of both departments; and

WHEREAS, the City Council finds it to be in the public interest to adopt the recommended changes to improve internal efficiency, align with best practices, and maintain competitive and equitable compensation for City staff.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Santee, California does hereby find, determine and declare as follows:

Section 1

The City Council hereby approves the reorganizational restructuring plan as outlined in the staff report dated August 27, 2025.

Section 2

The City Council hereby adopts an Amended Salary Schedule as presented in Exhibit “A”, including the following amendments:

RESOLUTION NO. _____

- A. Adjustments to the salary band for the Director of Human Resources and the Director of Community Services to align with the salary band of the Director of Planning and Building and Director of Engineering of \$157,725.57 to \$212,635.18.
- B. Addition of new classifications as follows:
 - 1. Fleet Supervisor with an annual salary band of \$98,599.44 to \$119,848.71
 - 2. Plans Examiner with an annual salary band of \$98,599.44 to \$119,848.71
 - 3. Building Inspector with an annual salary band of \$75,147.10 to \$91,341.42

Section 3

The following personnel and staffing changes are hereby authorized by the City Council:

- A. Conversion of two part-time Office Assistant positions in the Fire Department and Public Services Department to a budgeted full-time benefited Administrative Secretary position to be shared by the Fire Department and Public Services Department.
- B. Increase in the total number of authorized full-time funded positions from 160 to 164 to include the addition of (1) Fleet Supervisor, (1) Plans Examiner, (1) Building Inspector, and (1) Administrative Secretary.

Section 4

The City Council hereby authorizes and appropriates \$205,120 from General Fund Reserves to the Fiscal Year 2025-26 Operating Budget to fund the organizational restructuring plan and other staffing and personnel changes as described in this resolution and staff report as follows:

- A. Appropriate \$124,250 for the transition of Fleet Maintenance to Public Services and hire a Fleet Maintenance Supervisor.
- B. Adjust the Building Division operating budget to include salary, benefits and one-time costs for the addition of the Plans Examiner and Building Inspector positions, at a total cost of \$218,320, and reduce the Building Division Expert/Consultant Services budget by -\$218,320, for a net appropriation of \$0.
- C. Appropriate \$10,000 to the City Clerk's budget for one-time office and equipment setup costs for the reassignment of the Confidential Secretary.
- D. Appropriate \$3,000 to the Human Resources Department to cover the additional salary and benefit costs associated with the salary band adjustment for the Director of Human Resources.
- E. Appropriate an additional \$67,870 split between the Public Services Department and the Fire Department to fund the additional salary and benefit costs associated

RESOLUTION NO. _____

with converting the two part-time Office Assistant positions to the full-time benefited Administrative Secretary position.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of August, 2025, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

JAMES JEFFRIES, CITY CLERK

EXHIBIT A: Salary Schedule Effective August 27, 2025

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
29	Account Clerk	Hourly	26.21	27.52	28.89	30.34	31.86
		Annual	54,513.00	57,238.73	60,100.73	63,106.02	66,261.09
35	Administrative Secretary	Hourly	30.39	31.91	33.51	35.18	36.94
		Annual	63,218.63	66,379.50	69,698.53	73,183.80	76,842.86
	Assistant City Clerk	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
	Assistant to the City Manager	Hourly		69.94	to	99.13	
		Annual		145,465.73	to	206,197.88	
50	Assistant Engineer	Hourly	44.02	46.22	48.53	50.96	53.51
		Annual	91,559.35	96,137.58	100,944.71	105,991.60	111,291.44
43	Assistant Planner	Hourly	37.03	38.88	40.83	42.87	45.01
		Annual	77,025.82	80,876.98	84,920.93	89,167.12	93,625.07
58	Associate Civil Engineer / Associate Traffic Engineer	Hourly	53.63	56.31	59.13	62.09	65.19
		Annual	111,556.03	117,134.32	122,991.37	129,140.74	135,598.07
49	Associate Planner	Hourly	42.95	45.09	47.35	49.71	52.20
		Annual	89,326.36	93,792.73	98,482.44	103,406.91	108,577.02
33	Building Development Technician I	Hourly	28.93	30.38	31.89	33.49	35.16
		Annual	60,172.21	63,180.72	66,339.80	69,657.02	73,140.07
35	Building Development Technician II	Hourly	30.39	31.91	33.51	35.18	36.94
		Annual	63,218.63	66,379.50	69,698.53	73,183.80	76,842.86
42	Building Inspector	Hourly	36.13	37.93	39.83	41.82	43.91
		Annual	75,147.10	78,904.21	82,849.39	86,992.08	91,341.42
	Building Official	Hourly		64.25	to	83.83	
		Annual		133,640.12	to	174,370.03	
	City Clerk	Hourly		53.51	to	74.93	
		Annual		111,301.96	to	155,850.18	
	City Engineer	Hourly		71.45	to	96.78	
		Annual		148,621.62	to	201,297.64	
	City Manager (Single Rate)	Hourly		126.14	to	126.14	
		Annual		262,355.93	to	262,355.93	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
26	Code Compliance Assistant	Hourly	24.34	25.55	26.83	28.17	29.58
		Annual	50,620.68	53,151.80	55,809.36	58,599.97	61,529.76
44	Code Compliance Officer	Hourly	37.96	39.86	41.85	43.94	46.14
		Annual	78,951.57	82,898.92	87,044.20	91,396.10	95,965.93
46	Confidential Accountant	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
37	Confidential Administrative Secretary - HR	Hourly	31.93	33.53	35.21	36.97	38.81
		Annual	66,419.24	69,740.12	73,227.15	76,888.42	80,733.02
46	Confidential Payroll Specialist	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
46	Confidential Secretary to City Manager/Council	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
	Crossing Guards ^ (Single Rate)	Hourly			16.50		
	Deputy Fire Chief	Hourly		74.63	to	102.11	
		Annual		155,222.58	to	212,382.06	
35	Development Services Technician	Hourly	30.39	31.91	33.51	35.18	36.94
		Annual	63,218.63	66,379.50	69,698.53	73,183.80	76,842.86
	Director of Community Services	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Development Services	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Engineering/City Engineer	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	
	Director of Finance / City Treasurer	Hourly		80.12	to	107.80	
		Annual		166,644.90	to	224,223.11	
	Director of Fire & Life Safety (Fire Chief)	Hourly		90.99	to	118.77	
		Annual		189,257.63	to	247,036.45	
	Director of Human Resources	Hourly		75.83	to	102.23	
		Annual		157,725.57	to	212,635.18	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
	Director of Planning & Building / City Planner	Hourly Annual		75.83 157,725.57	to to	102.23 212,635.18	
	Economic Development Manager	Hourly Annual		48.32 100,514.70	to to	65.24 135,695.74	
48	Engineering Inspector	Hourly Annual	41.90 87,147.70	43.99 91,505.08	46.19 96,080.02	48.50 100,884.20	50.93 105,928.54
39	Equipment Mechanic	Hourly Annual	33.55 69,781.66	35.23 73,270.87	36.99 76,934.36	38.84 80,781.13	40.78 84,819.95
	Emergency Manager - HMPG Project Manager ^ (Hazard Mitigation Grant Program)	Hourly Annual		56.57 117,660.02	to to	76.92 159,994.98	
17	Emergency Medical Technician 56-hour	Hourly Annual	19.49 56,747.89	20.46 59,597.28	21.48 62,566.65	22.56 65,685.98	23.69 68,985.28
17	Emergency Medical Technician 12-hour <i>*Annual calculated based on a 42-hour weekly average</i>	Hourly Annual*	19.49 42,560.92	20.46 44,697.96	21.48 46,924.99	22.56 49,264.49	23.69 51,738.96
	Emergency Medical Technician Part-Time ^	Hourly		19.49	to	23.69	
35	Equipment Operator	Hourly Annual	30.39 63,218.63	31.91 66,379.50	33.51 69,698.53	35.18 73,183.80	36.94 76,842.86
42	Facilities Maintenance Supervisor	Hourly Annual	36.13 75,147.10	37.93 78,904.21	39.83 82,849.39	41.82 86,992.08	43.91 91,341.42
25	Facilities Maintenance Technician	Hourly Annual	23.74 49,385.92	24.93 51,855.07	26.18 54,448.13	27.49 57,170.22	28.86 60,028.60
29	Facilities Maintenance Worker	Hourly Annual	26.21 54,513.00	27.52 57,238.73	28.89 60,100.73	30.34 63,106.02	31.86 66,261.09
35	Field Inspector	Hourly Annual	30.39 63,218.63	31.91 66,379.50	33.51 69,698.53	35.18 73,183.80	36.94 76,842.86
	Finance Manager	Hourly Annual		59.16 123,046.47	to to	79.86 166,112.81	
	Fire Battalion Chief (2920 hours)	Hourly Annual		44.86 131,001.64	to to	60.82 177,591.53	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
	Fire Battalion Chief - Administration (2080 hours)	Hourly Annual		62.98 131,001.64	to to	85.38 177,591.53	
	Fire Division Chief	Hourly Annual		66.12 137,524.05	to to	89.25 185,632.60	
44	Fire Inspector	Hourly Annual	37.96 78,951.57	39.86 82,898.92	41.85 87,044.20	43.94 91,396.10	46.14 95,965.93
	Fire Marshal	Hourly Annual		64.25 133,640.12	to to	83.83 174,370.03	
53	Fleet Supervisor	Hourly Annual	47.40 98,599.44	49.77 103,529.37	52.26 108,706.38	54.88 114,141.43	57.62 119,848.71
	Graduate Intern ^	Hourly		16.50	to	21.32	
38	Human Resources Technician	Hourly Annual	32.73 68,079.67	34.37 71,483.63	36.09 75,057.78	37.89 78,810.90	39.78 82,751.34
38	Human Services and Open Space Coordinator	Hourly Annual	32.73 68,079.67	34.37 71,483.63	36.09 75,057.78	37.89 78,810.90	39.78 82,751.34
	IT Systems Technician^	Hourly		27.76	to	33.74	
53	Information Technology Analyst	Hourly Annual	47.40 98,599.44	49.77 103,529.37	52.26 108,706.38	54.88 114,141.43	57.62 119,848.71
	Information Technology Manager	Hourly Annual		64.25 133,640.12	to to	83.83 174,370.03	
53	Information Technology GIS Analyst	Hourly Annual	47.40 98,599.44	49.77 103,529.37	52.26 108,706.38	54.88 114,141.43	57.62 119,848.71
	Information Technology/GIS Technician^			30.56	to	37.14	
33	Information Technology Technician	Hourly Annual	28.93 60,172.21	30.38 63,180.72	31.89 66,339.80	33.49 69,657.02	35.16 73,140.07
35	Irrigation Specialist	Hourly Annual	30.39 63,218.63	31.91 66,379.50	33.51 69,698.53	35.18 73,183.80	36.94 76,842.86
	Landscape and Irrigation Maintenance Worker ^	Hourly		26.21	to	31.86	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
29	Landscape and Irrigation Maintenance Worker	Hourly	26.21	27.52	28.89	30.34	31.86
		Annual	54,513.00	57,238.73	60,100.73	63,106.02	66,261.09
48	Lead Equipment Mechanic	Hourly	41.90	43.99	46.19	48.50	50.93
		Annual	87,147.70	91,505.08	96,080.02	100,884.20	105,928.54
29	Maintenance Worker	Hourly	26.21	27.52	28.89	30.34	31.86
		Annual	54,513.00	57,238.73	60,100.73	63,106.02	66,261.09
46	Management Analyst	Hourly	39.88	41.87	43.97	46.17	48.47
		Annual	82,948.52	87,095.95	91,450.77	96,023.14	100,824.43
43	Management Assistant	Hourly	37.03	38.88	40.83	42.87	45.01
		Annual	77,025.32	80,876.98	84,920.93	89,167.12	93,625.07
	Marketing Aide^	Hourly		16.50	to	21.32	
	Marketing Coordinator	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
	Marketing Manager	Hourly		51.15	to	69.07	
		Annual		106,388.34	to	143,657.90	
28	Marketing Specialist	Hourly	25.57	26.85	28.19	29.60	31.08
		Annual	53,183.48	55,842.88	58,634.94	61,566.59	64,645.09
34	Marketing Specialist II	Hourly	29.65	31.13	32.69	34.33	36.04
		Annual	61,676.66	64,760.63	67,998.40	71,398.37	74,968.15
	Office Assistant ^	Hourly		16.50	to	21.32	
48	Parks & Landscape Supervisor	Hourly	41.90	43.99	46.19	48.50	50.93
		Annual	87,147.70	91,505.08	96,080.02	100,884.20	105,928.54
53	Plans Examiner	Hourly	47.40	49.77	52.26	54.88	57.62
		Annual	98,599.44	103,529.37	108,706.38	114,141.43	119,848.71
	Principal Civil Engineer	Hourly		66.47	to	90.03	
		Annual		138,252.69	to	187,253.61	
	Principal Planner	Hourly		52.67	to	71.11	
		Annual		109,561.63	to	147,910.53	
	Principal Traffic Engineer	Hourly		66.47	to	90.03	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
		Annual		138,252.69	to	187,253.61	
39	Procurement Specialist	Hourly	33.55	35.23	36.99	38.84	40.78
		Annual	69,781.66	73,270.87	76,934.36	80,781.13	84,819.95
	Public Services Manager	Hourly		51.15	to	69.07	
		Annual		106,388.34	to	143,657.90	
44	Public Works Supervisor	Hourly	37.96	39.86	41.85	43.94	46.14
		Annual	78,951.57	82,898.92	87,044.20	91,396.10	95,965.93
	Recreation Aide ^	Hourly		16.50	to	18.21	
28	Recreation Coordinator	Hourly	25.57	26.85	28.19	29.60	31.08
		Annual	53,183.48	55,842.88	58,634.94	61,566.59	64,645.09
	Recreation Leader ^	Hourly		16.56	to	19.67	
	Recreation Services Manager	Hourly		51.15	to	69.07	
		Annual		106,388.34	to	143,657.90	
	Recreation Supervisor	Hourly		36.54	to	52.20	
		Annual		76,003.90	to	108,577.02	
23	Secretary	Hourly	22.60	23.73	24.92	26.16	27.47
		Annual	47,006.08	49,356.41	51,824.09	54,415.34	57,136.34
36	Senior Account Clerk	Hourly	31.15	32.71	34.35	36.06	37.87
		Annual	64,799.23	68,039.20	71,441.35	75,013.35	78,764.27
53	Senior Accountant	Hourly	47.40	49.77	52.26	54.88	57.62
		Annual	98,599.44	103,529.37	108,706.38	114,141.43	119,848.71
50	Senior Building Inspector	Hourly	44.02	46.22	48.53	50.96	53.51
		Annual	91,559.35	96,137.58	100,944.71	105,991.60	111,291.44
	Senior Civil Engineer / Senior Traffic Engineer	Hourly		58.26	to	79.23	
		Annual		121,189.82	to	164,794.83	
	Senior Human Resources Analyst	Hourly		48.27	to	65.16	
		Annual		100,396.15	to	135,535.68	
	Senior Management Analyst	Hourly		45.97	to	62.06	
		Annual		95,615.28	to	129,081.59	

CITY OF SANTEE
HOURLY, GENERAL AND MANAGEMENT SALARY SCHEDULE
EFFECTIVE AUGUST 27, 2025

Range	Classification		A	B	C	D	E
	Senior Management Analyst/ Grant Coordinator	Hourly Annual		48.27 100,396.15	to to	65.16 135,535.68	
	Senior Planner	Hourly Annual		45.80 95,270.28	to to	61.84 128,618.02	
	Special Events Supervisor	Hourly Annual		36.54 76,003.90	to to	52.20 108,577.02	
	Storm Water Program Assistant^	Hourly		28.73	to	34.92	
50	Storm Water Program Coordinator	Hourly Annual	44.02 91,559.35	46.22 96,137.58	48.53 100,944.71	50.96 105,991.60	53.51 111,291.44
	Student Intern ^	Hourly		16.50	to	19.67	
	Technical Professional Expert ^	Hourly		50.00	to	160.00	
^Part-time, temporary status							

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
Fire Captain / PM	Hourly	41.58	43.66	45.84	48.13	50.54
Base Salary	Annual	121,074.75	127,129.85	133,485.92	140,159.26	147,168.03
<i>Educational Incentive</i>						
Fire Captain / PM	Hourly	42.20	44.31	46.53	48.85	51.30
31-45 units = 1.5% over base	Annual	122,890.61	129,036.81	135,488.34	142,261.86	149,375.60
Fire Captain / PM	Hourly	42.83	44.97	47.22	49.58	52.05
46 units and over = 3.0% over base	Annual	124,706.86	130,943.74	137,490.74	144,363.67	151,582.75
Fire Captain / PM	Hourly	43.45	45.62	47.90	50.30	52.81
A.A. Degree = 4.5% over base	Annual	126,523.10	132,850.32	139,492.73	146,466.25	153,790.27
Fire Captain / PM	Hourly	44.07	46.28	48.59	51.02	53.57
Bachelor Degree = 6% over base	Annual	128,338.96	134,757.24	141,495.13	148,568.87	155,998.25

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
Fire Captain	Hourly	39.79	41.78	43.87	46.06	48.36
Base Salary	Annual	115,860.82	121,654.98	127,737.38	134,123.57	140,829.76
<i>Educational Incentive</i>						
Fire Captain	Hourly	40.38	42.40	44.52	46.75	49.09
31-45 units = 1.5% over base	Annual	117,598.67	123,479.53	129,653.84	136,135.47	142,942.26
Fire Captain	Hourly	40.98	43.03	45.18	47.44	49.81
46 units and over = 3.0% over base	Annual	119,336.93	125,304.48	131,569.51	138,146.98	145,054.76
Fire Captain	Hourly	41.58	43.66	45.84	48.13	50.54
A.A. Degree = 4.5% over base	Annual	121,074.75	127,129.85	133,485.92	140,159.26	147,168.03
Fire Captain	Hourly	42.17	44.28	46.50	48.82	51.26
Bachelor Degree = 6% over base	Annual	122,812.61	128,954.05	135,402.00	142,170.80	149,279.74

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
Fire Engineer/PM	Hourly	36.11	37.89	39.75	41.77	43.75
Base Salary	Annual	105,163.68	110,324.93	115,743.23	121,647.96	127,409.64
<i>Educational Incentive</i>						
Fire Engineer / PM	Hourly	36.66	38.45	40.34	42.40	44.41
31-45 units = 1.5% over base	Annual	106,741.44	111,979.62	117,478.96	123,472.77	129,320.62
Fire Engineer / PM	Hourly	37.20	39.02	40.94	43.03	45.07
46 units and over = 3.0% over base	Annual	108,318.79	113,634.76	119,215.48	125,297.10	131,231.70
Fire Engineer / PM	Hourly	37.74	39.59	41.54	43.65	45.72
A.A. Degree = 4.5% over base	Annual	109,896.10	115,289.44	120,951.58	127,121.88	133,143.09
Fire Engineer / PM	Hourly	38.28	40.16	42.13	44.28	46.38
Bachelor Degree = 6% over base	Annual	111,473.84	116,944.57	122,687.68	128,946.69	135,054.14

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E
Fire Engineer	Hourly	34.39	36.07	37.85	39.78	41.66
Base Salary	Annual	100,134.52	105,047.91	110,207.89	115,830.28	121,317.02
<i>Educational Incentive</i>						
Fire Engineer	Hourly	34.90	36.62	38.41	40.37	42.29
31-45 units = 1.5% over base	Annual	101,636.67	106,623.80	111,861.19	117,567.75	123,136.72
Fire Engineer	Hourly	35.42	37.16	38.98	40.97	42.91
46 units and over = 3.0% over base	Annual	103,138.77	108,199.33	113,514.12	119,305.24	124,956.87
Fire Engineer	Hourly	35.93	37.70	39.55	41.57	43.54
A.A. Degree = 4.5% over base	Annual	104,640.53	109,775.23	115,167.37	121,042.74	126,776.57
Fire Engineer	Hourly	36.45	38.24	40.12	42.16	44.17
Bachelor Degree = 6% over base	Annual	106,143.02	111,350.73	116,820.28	122,780.25	128,596.26

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E	F	G	H
Firefighter Paramedic	Hourly	30.57	31.82	33.13	34.49	36.53	38.01	39.55	41.15
Base Salary	Annual	89,011.90	92,668.56	96,477.30	100,442.09	106,386.74	110,684.53	115,156.29	119,819.28

Educational Incentive

(after completion of 2.5 yrs of employment)

		G	H
Firefighter Paramedic		40.14	41.76
31-45 units = 1.5% over base		116,883.43	121,616.50
Firefighter Paramedic		40.73	42.38
46 units and over = 3.0% over base		118,610.58	123,414.20
Firefighter Paramedic		41.33	43.00
A.A. Degree = 4.5% over base		120,338.53	125,211.43
Firefighter Paramedic		41.92	43.62
Bachelor Degree = 6% over base		122,065.66	127,008.65

CITY OF SANTEE
 SANTEE FIREFIGHTERS' ASSOCIATION SALARY SCHEDULE
 2.5% MARKET ADJUSTMENT & 3% COLA EFFECTIVE JULY 3, 2025

Classification		A	B	C	D	E	F	G	H
Firefighter	Hourly	25.94	27.23	28.47	30.02	31.53	33.10	34.76	36.50
Base Salary	Annual	75,527.40	79,302.08	82,915.60	87,431.66	91,803.57	96,394.16	101,212.81	106,274.61

Educational Incentive

(after completion of 2.5 yrs of employment)

		G	H
Firefighter		35.28	37.04
31-45 units = 1.5% over base		102,731.20	107,868.69
Firefighter		35.80	37.59
46 units and over = 3.0% over base		104,249.28	109,462.76
Firefighter		36.32	38.14
A.A. Degree = 4.5% over base		105,767.65	111,057.22
Firefighter		36.84	38.69
Bachelor Degree = 6% over base		107,285.69	112,650.90

CITY OF SANTEE
MAYOR AND CITY COUNCIL MEMBERS SALARY SCHEDULE
3% COLA EFFECTIVE JULY 3, 2025

Range	Classification		
	City Council Member	Monthly	1,983.72
		Annual	23,804.62
		Monthly	3,343.18
	Mayor	Annual	40,118.16

MEETING DATE August 27, 2025

ITEM TITLE E-BIKE REGULATION

DIRECTOR/DEPARTMENT Shawn Hagerty, City Attorney

SUMMARY

The City Attorney will provide an update on E-Bike regulation.

FINANCIAL STATEMENT *HS*
N/A

CITY ATTORNEY REVIEW ☐ N/A • ☒ Completed

RECOMMENDATION *GH*
Receive the report.

ATTACHMENT
None