



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

**CITY OF SANTEE**  
 REGULAR MEETING AGENDA  
 Santee City Council

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

**MEETING INFORMATION**

**Wednesday, August 24, 2022**  
**6:30 p.m.**  
**Council Chambers | Building 2**  
**10601 Magnolia Ave • Santee, CA 92071**

**Staff**

Assistant to the City Manager | Kathy Valverde  
 Community Services Director | Nicolas Chavez  
 Finance Director/Treasurer | Tim McDermott  
 Fire & Life Safety Director/Fire Chief | John Garlow  
 Human Resources Director | Matt Rankin  
 Law Enforcement | Captain Michael McNeill

**TO WATCH LIVE:**

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

**IN-PERSON ATTENDANCE**

Please be advised that current public health orders recommend that attendees wear face coverings while inside the Council Chambers.

**LIVE PUBLIC COMMENT**

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

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

**NOTE: CANCELLED PUBLIC HEARING**

On August 12, 2022, the Development Services Department published a Notice of Public Hearing regarding the TPM 2020-1 Four-Lot Subdivision at 8732 Prospect Avenue, which set the Public Hearing for **August 24, 2022**. That hearing has been **cancelled**. A new hearing date will be selected and a new Notice of Public Hearing will be published in accordance with the law.



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

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

**LEGISLATIVE INVOCATION:** The Village Church of San Diego – Pastor Scotty James

**PLEDGE OF ALLEGIANCE**

**ADJOURNMENT IN MEMORY:** James Peasley

**CONSENT CALENDAR:**

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

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the July 27, 2022, and the August 10, 2022, Regular Meetings. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$91,837.90 for July 2022 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Authorizing the Execution of a Master Lease-Purchase Agreement for the Purchase of One New Pierce Arrow XT Triple Combination Pumper and Approving Related Documents and Actions. (Finance – McDermott)**
- (6) **Adoption of a Resolution Accepting the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project as Complete. (Development Services – Engineering)**
- (7) **Purchase of One New X Series EKG Monitor/Defibrillator and Related Equipment and Supplies from Zoll Medical Corporation. (Fire – Garlow)**
- (8) **Adoption of a Resolution Authorizing the City Manager or Designee to Create and Implement a “Hometown Heroes Banner Program,” and a Policy to Govern Such Program. (City Manager – Best)**



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

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

**CONTINUED BUSINESS:****(9) Status Update on the Implementation of the Permitting and Land Management System. (Development Services – Planning)**

Recommendation:  
Receive report.

**(10) Arts and Entertainment District Overlay Update. (Development Services – Planning)**

Recommendation:  
Receive report.

**(11) Resolution Authorizing the Execution of a First Amendment to the Professional Services Agreement with HMC Group DBA HMC Architects for Architectural, Engineering, Landscape Architectural and Environmental Design for the Santee Community Center (CIP 2018-31) Project. (Development Services – Engineering)**

Recommendation:  
Adopt the Resolution:

1. Authorizing the City Manager to execute the First Amendment to the Professional Services Agreement with HMC Group DBA HMC Architects for additional architectural, engineering, landscape architectural and environmental services relating to the design of the Santee Community Center (CIP 2018-31) project for an additional amount not to exceed \$207,650.00; and
2. Authorizing the City Manager to approve additional amendments to the Professional Services Agreement as needed for additional architectural, engineering, landscape architectural and environmental services relating to the design of the Santee Community Center (CIP 2018-31) in an additional total amount not to exceed \$67,883.00.



**NEW BUSINESS:****(12) Selection of Voting Representative and Alternate for League of California Cities' Annual Conference. (City Clerk – Ortiz)**Recommendation:

Select a voting representative and alternate to attend the Annual Business Meeting and direct the City Clerk to complete and forward the Voting Delegate/Alternate form to the League of California Cities.

**(13) Appointment to the Office of Member of the City Council of the City of Santee for District 1 and District 2, Due to Insufficient Nominees for the November 8, 2022, General Municipal Election, or Provision of Direction to Hold the Election. (City Clerk – Ortiz)**Recommendation:

1. Adopt Resolution appointing Rob McNelis as Council Member for District 1, with a term ending December 2026, and Ronn Hall as Council Member for District 2, with a term ending December 2026; or
2. Direct an election to be held.

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

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

**CITY COUNCIL REPORTS:****CITY MANAGER REPORTS:****CITY ATTORNEY REPORTS:****CLOSED SESSION:****(14) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Government Code Section 54956.8)

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

City Negotiator: City Manager

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

Under Negotiation: Price and terms of payment

**(15) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code Section 54956.9(d)(4))

Initiation of litigation: (one case)

**ADJOURNMENT:**



BOARDS, COMMISSIONS & COMMITTEES
AUGUST & SEPTEMBER MEETINGS

Table with 4 columns: Date, Meeting Name, Meeting Name, and Council Chamber. Rows include SPARC, Community Oriented Policing Committee, and Council Meeting for both August and September.

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).



**MEETING DATE** August 24, 2022

**ITEM TITLE** ADJOURNMENT IN MEMORY OF JAMES PEASLEY

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

**SUMMARY**

Tonight's meeting will be adjourned in memory of James Peasley, Board Vice President and long-time Board member for Padre Dam Municipal Water District who passed away on August 2<sup>nd</sup>. Jim exemplified public service and dedication to the community in every aspect of his life.

During his 12-year tenure on the District's Board, Jim was a champion for ensuring water reliability at reasonable rates and was a strong advocate for the East County Advanced Water Purification Program to bring a local water supply to East County. He had close to 40 years of experience in water, recycled water and wastewater industries as a Registered Professional Civil Engineer and made significant contributions as a representative on the San Diego Metro Commission/Metro Wastewater Joint Powers Authority and San Diego Area Wastewater Management Committee.

Jim also served on the Santee Chamber of Commerce Board of Directors since 2016 and was an active member of the Santee-Lakeside Rotary Club since 2011. Whether it was directing traffic for vendor parking at 6:00 a.m. for the Santee Street Fair or unloading hundreds of pounds of donated food with fellow Rotarians for the Annual Postal Food Drive, Jim was always there to roll up his sleeves and volunteer.

His enduring dedication to the community was only matched by his devotion to his family and his beloved wife Linda.

**FINANCIAL STATEMENT** N/A

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

**RECOMMENDATION**

Adjourn in memory of James Peasley.

**ATTACHMENT**

Adjournment Certificate



# *In Deepest Sympathy*

*The Santee City Council on August 24, 2022 adjourned in memory of*

## James Peasley

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Vice Mayor  
Ronn Hall

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Mayor  
John W. Minto

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Council Member  
Laura Koval

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Council Member  
Rob McNelis

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Council Member  
Dustin Trotter



**MEETING DATE** August 24, 2022

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

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

**SUMMARY**

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

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

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

**FINANCIAL STATEMENT**

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 24, 2022

**ITEM TITLE** APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE JULY 27 AND AUGUST 10, 2022, REGULAR MEETINGS.

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

**SUMMARY**

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

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENT**

Regular Meeting Minutes

- July 27, 2022
- August 10, 2022

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
July 27, 2022**

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

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

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

**INVOCATION** was given by Deacon David Ellery Gibson – World Mission Society Church of God

**PLEDGE OF ALLEGIANCE** was led by Frank Pizarro, Fire Captain

**RECOGNITION:** World Mission Society Church of God and the We Love U Foundation for Forester Creek Cleanups

Mayor Minto presented certificates to the World Mission Society Church of God and We Love U Foundation.

**PRESENTATION:** Receipt of Funds from the State of California for the Santee Community Center Project

Assembly Member Randy Voepel presented a check to the City of Santee for the Santee Community Center.

**PROCLAMATION:** Retirement of Fire Captain Frank Pizarro

Mayor Minto presented the Proclamation to Fire Captain Frank Pizarro.

**CONSENT CALENDAR:**

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Meeting Minutes of the Santee City Council for the May 25, June 8, and June 22, 2022, Regular Meetings and the June 30, 2022, Special Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**

- (4) Approval of the Expenditure of \$82,743.35 for June 2022 Legal Services and Reimbursable Costs. (Finance – McDermott)
- (5) Adoption of a Resolution Establishing the Appropriations Limit for FY 2022-23. (Finance – McDermott) (Reso 091-2022)
- (6) Adoption of a Resolution Levying Special Taxes to be Collected During Fiscal Year 2022-23 to Pay the Annual Cost of Municipal Maintenance Services within Community Facilities District No. 2015-1 (Municipal Maintenance Services) of the City of Santee. (Finance – McDermott) (Reso 092-2022)
- (7) Adoption of a Resolution Levying Special Taxes to be Collected During Fiscal Year 2022-23 to Pay Costs Related to the Authorized Public Improvements within Community Facilities District No. 2017-1 (Weston Infrastructure) of the City of Santee. (Finance – McDermott) (Reso 093-2022)
- (8) Adoption of a Resolution Levying Special Taxes to be Collected During Fiscal Year 2022-23 to Pay the Annual Cost of Municipal Services within Community Facilities District No. 2017-2 (Weston Municipal Services) of the City of Santee. (Finance – McDermott) (Reso 094-2022)
- (9) Adoption of a Resolution Levying Charges for Fire Suppression Service (“Fire Benefit Fee”) for Fiscal Year 2022-23. (Finance – McDermott) (Reso 095-2022)

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

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

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

- (A) Michele Perchez spoke regarding Fanita Ranch.
- (B) Steven G. Sidlovsky spoke regarding an advisory petition regarding pro-life.
- (C) Lynda Marrokal spoke regarding Fanita Ranch.

**PUBLIC HEARING:**

- (10) Public Hearing for the FY 2022-23 Santee Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott) (Reso 096-2022)

The Public Hearing was opened at 7:06p.m. The Finance Manager provided a PowerPoint presentation.

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

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

The Public Hearing was closed at 7:08 p.m.

**(11) Public Hearing for the FY 2022-23 Town Center Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott) (Reso 097-2022)**

The Public Hearing was opened at 7:08 p.m. The Finance Manager provided a PowerPoint presentation and responded to Council questions.

**ACTION:** Vice Mayor Hall moved approval of staff recommendation.

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

The Public Hearing was closed at 7:10 p.m.

**(12) Public Hearing for the FY 2022-23 Santee Roadway Lighting District Annual Levy of Assessments. (Finance – McDermott) (Reso 098-2022)**

The Public Hearing was opened at 7:11 p.m. The Finance Manager provided a PowerPoint presentation.

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

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

The Public Hearing was closed at 7:12 p.m.

**(13) Resolution Amending the Program Year 2019 Annual Action Plan Regarding CDBG-CV Funding, and Authorization of the Expenditure of Federal American Rescue Plan Act Funding. (Development Services – Engineering) (Reso 099-2022)**

The Public Hearing was opened at 7:12 p.m. The City Engineer introduced the Item and provided a PowerPoint presentation.

**ACTION:** Vice Mayor Hall moved approval of staff recommendation.

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

The Public Hearing was closed at 7:16 p.m.

The City Council recessed at 7:18 p.m. and reconvened in Open Session at 7:21 p.m.

- (14) Adoption of a Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) Under the California Environmental Quality Act for the Santee Cannabis Business Ordinance Project; Consideration of Introduction and First Reading, or Submission to the Qualified Voters of the City of Santee, of an Ordinance of the City of Santee Amending Chapter 7.04 of Title 7 (“Public Peace, Morals, and Welfare”) of the Santee Municipal Code to Regulate Cannabis Businesses; and Consideration of Submission to the Qualified Voters of the City of Santee a Cannabis Business Tax Measure. (City Manager – Best) (Reso 100-2022)**

The Public Hearing was opened at 7:21 p.m. The Director of Finance provided a PowerPoint presentation and responded to Council questions with the assistance of the City Attorney.

**PUBLIC SPEAKERS:**

- Erik Wiese
- Jim Bartell
- Lynda Marrokal

**ACTION:** Council Member McNelis moved to adopt the Resolution adopting the MND and MMRP.

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

**ACTION:** Council Member McNelis moved to adopt and conduct the first reading of Regulatory Ordinance B and set second reading for August 10, 2022.

Council Member Koval seconded the motion, which carried by the following vote: Mayor Minto: No; Vice Mayor Hall: No; and Council Members Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 3. Noes: 2.

The Public Hearing was closed at 8:01 p.m.

**NEW BUSINESS:**

- (15) **Resolution Approving a Lien and Development Impact Fee Payment Deferral Agreement for the Lantern Crest Ridge II Project, and Authorizing the City Manager to Execute Said Agreement. Location: 11000 Sunset Trail (APN: 384-142-04). Applicant: Santee Senior Retirement Communities LLC (Michael Grant). (Development Services – Planning) (Reso 101-2022)**

The Principal Planner provided a PowerPoint presentation and responded to Council questions.

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

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

- (16) **Resolutions Finding in Support of and Authorizing an Open Market Purchase of One New Pierce Arrow XT Triple Combination Pumper, Declaring Vehicle V-083 as Surplus Property, and Authorizing the Use of Lease-Purchase Financing. (Fire – Garlow) (Resos 102-2022 and 103-2022)**

The Fire Chief introduced the Item and presented a staff report.

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

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

- (17) **Initial Report on Planning for the Replacement of Fire Station 4. (Finance – McDermott)**

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

**PUBLIC SPEAKER:**

- Dustyn Garhartt, President of Santee Firefighters Association Local 4373

After discussion, the City Council directed staff to bring the Item back at the September 14, 2022, Regular City Council Meeting.

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

None.

**CITY COUNCIL REPORTS:**

Vice Mayor Hall reported on MTS involvement for the Comic-Con event.

Council Member Koval reported on her attendance at the Borders Committee meeting and the discussions about traffic on Highway 67.

Mayor Minto reported on the process cities need to take to put pressure on SANDAG to make changes; he also reported on the League of California Cities meeting and the legislation that is being proposed.

Council Member McNelis commended Arliss Cates for her work with the City and congratulated her on her retirement.

**CITY MANAGER REPORTS:**

The City Manager reported about the Summer Concerts in the Park; she also encouraged the community to come out and engage with law enforcement at the National Night Out at Trolley Square.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 9:03 p.m.

Date Approved:

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Annette Fagan Ortiz, CMC, City Clerk

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
August 10, 2022**

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

**ROLL CALL:** Present: Mayor John W. Minto and Council Members Laura Koval, Rob McNelis and Dustin Trotter – 4. Absent: Vice Mayor Ronn Hall – 1

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

**INVOCATION** was given by Associate Pastor Jerry Phillips – Sunrise Community Church

**PLEDGE OF ALLEGIANCE** was led by Sam Rensberry, Public Services Manager

**CONSENT CALENDAR:**

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (3) **Adoption of a Resolution Authorizing the Purchase of Offsite Commercial Fleet Fuel Utilizing the WEX Fleet Card Program, per Sourcewell Contract No. 080620-WEX. (Finance/Fire – McDermott/Garlow) (Reso 104-2022)**
- (4) **Adoption of a Resolution Authorizing an Application for Environmental Mitigation Land Management Grant Program Funds to the San Diego Association of Governments for the Tank Hill Cactus Wren Habitat Enhancement Project, Committing to Provide Matching Funds, and Authorizing Staff to Accept Grant Funds and Execute the Grant Agreement. (Development Services – Planning) (Reso 105-2022)**
- (5) **Claim Against the City by Sofia Farace. (Human Resources – Rankin)**

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

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



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

- (A) Steve Gerard Sidlovsky provided a brief opinion on the topic of personhood.

**CONTINUED BUSINESS:**

- (6) **Approve the City's Participation in the San Diego County Sheriff's Department "Safe Santee" Program and Authorize the City Manager to Execute the Related Memorandum of Understanding. (San Diego County Sheriff)**

Caption Mike Rand provided a PowerPoint presentation and responded to Council questions.

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

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

- (7) **Second Reading and Adoption of an Ordinance Amending Chapter 7.04 of Title 7 ("Public Peace, Morals, and Welfare") of the Santee Municipal Code to Regulate Cannabis Businesses. (Finance – McDermott)**

The Finance Director provided a brief report.

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

Council Member McNelis seconded the motion, which carried by the following vote: Mayor Minto: No; and Council Members Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 3. Noes: 1. Absent: Vice Mayor Hall – 1

**ACTION:** Mayor Minto moved to appoint Council Member McNelis and Council Member Koval to an Ad-Hoc committee to work with staff on the community benefits and policies.

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

**NEW BUSINESS:**

- (8) **Resolution Approving the Santee-Lakeside Emergency Medical Services Authority ("Authority") Joint Exercise of Powers Agreement and Appointment of Commissioners to the Authority. (Fire – Garlow) (Reso 106-2022)**

The Fire Chief provided a PowerPoint presentation and responded to Council questions.

**ACTION:** Council Member Koval moved to adopt the Resolution approving the Santee-Lakeside Emergency Medical Services Authority Joint Powers Agreement.

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

**ACTION:** Council Member Koval moved to appoint Council Member Koval and Vice Mayor Hall as primary Commissioners and Mayor Minto as alternate Commissioner.

Mayor Minto seconded the motion, which carried by the following vote: Mayor Minto: Aye; and Council Members Koval: Aye; McNelis: No; and Trotter: Aye. Ayes: 3. Noes: 1. Absent: Vice Mayor Hall – 1

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

None.

**CITY COUNCIL REPORTS:**

Council Member Trotter requested information from the City Manager regarding the fires in the City.

**CITY MANAGER REPORTS:**

Under direction from the City Manager, the Fire Chief provided a brief report on the fires that have occurred in the City.

Council Member McNelis requested that the City Manager provide regular updates to the Council on any fire events occurring in the City to allow them to respond to questions they receive from members of the public.

The City Manager reminded the community there are two more Santee Summer Concerts at Town Center Park.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

Council Member McNelis recused himself from both Items 9 and 10 and left the meeting at 7:30 p.m.

Council Members recessed at 7:30 p.m. and convened in Closed Session at 7:35 p.m.

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

(Gov. Code §54956.9(d)(1))

Name of case: Preserve Wild Santee v. City of Santee

Case Number: San Diego Superior Court Case No. 37-2020-00038168-CU-WM-CTL

**(10) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Gov. Code §54956.9(d)(2))

Significant Exposure to Litigation: One case

Council Members reconvened in Open Session at 8:02 p.m. with all members present, except Vice Mayor Hall who was absent and Council Member McNelis who recused himself and left the meeting at 7:30 p.m. Mayor Minto reported information received from staff and no action was taken on Items 9 and 10.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:03 p.m.

Date Approved:

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Annette Fagan Ortiz, CMC, City Clerk

**MEETING DATE** August 24, 2022

**ITEM TITLE** PAYMENT OF DEMANDS

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

**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** *TKM*

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

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Approve the Payment of Demands as presented.

**ATTACHMENT**

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

Payment of Demands  
Summary of Payments Issued

| <u>Date</u> | <u>Description</u> | <u>Amount</u>                |
|-------------|--------------------|------------------------------|
| 08/02/22    | Accounts Payable   | \$ 122,989.48                |
| 08/03/22    | Accounts Payable   | 2,401,468.21                 |
| 08/03/22    | Accounts Payable   | 1,071,273.36                 |
| 08/10/22    | Accounts Payable   | 211,406.16                   |
| 08/10/22    | Accounts Payable   | 486,736.37                   |
| 08/11/22    | Payroll            | 414,756.81                   |
| 08/11/22    | Accounts Payable   | 401,082.67                   |
| 08/11/22    | Accounts Payable   | 41,521.00                    |
| 08/12/22    | Accounts Payable   | 40,135.75                    |
| 08/15/22    | Accounts Payable   | 340,056.07                   |
| 08/15/22    | Accounts Payable   | <u>124,289.10</u>            |
|             | TOTAL              | <u><u>\$5,655,714.98</u></u> |

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

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

Bank code : ubgen

| Voucher                          | Date     | Vendor     | Invoice | PO # | Description/Account | Amount                      |
|----------------------------------|----------|------------|---------|------|---------------------|-----------------------------|
| 7224                             | 8/2/2022 | 10353 PERS | 07 22 4 |      | RETIREMENT PAYMENT  | 122,989.48                  |
| Total :                          |          |            |         |      |                     | 122,989.48                  |
| 1 Vouchers for bank code : ubgen |          |            |         |      |                     | Bank total : 122,989.48     |
| 1 Vouchers in this report        |          |            |         |      |                     | Total vouchers : 122,989.48 |

Prepared by: 

Date: 8-2-22

Approved by: 

Date: 8/2/2022

Voucher List  
CITY OF SANTEE

Bank code : ubgen

| Voucher | Date     | Vendor                           | Invoice  | PO #   | Description/Account  | Amount   |
|---------|----------|----------------------------------|--|--|--|--|
| 131158  | 8/3/2022 | 10003 A & B SAW & LAWNMOWER SHOP | 0000335  | 53520  | SMALL TOOL PARTS & REPAIRS   | 2,115.99   |
|         |          |                                  |  |  | <b>Total :</b>   | <b>2,115.99</b>  |
| 131159  | 8/3/2022 | 13456 AGRICULTURAL PEST CONTROL  | 646489   | 53491  | PEST CONTROL SERVICES  | 125.00   |
|         |          |                                  |  |  | <b>Total :</b>   | <b>125.00</b>  |
| 131160  | 8/3/2022 | 14528 BKM OFFICEWORKS, LLC       | 754667   | 53804  | PSD FRONT OFFICE REMODEL   | 16,947.35  |
|         |          |                                  |  |  | <b>Total :</b>   | <b>16,947.35</b>   |
| 131161  | 8/3/2022 | 10023 BUILDERS FENCE COMPANY INC | 1913866  | 53711  | FENCING MATERIALS & SUPPLIES   | 18.40  |
|         |          |                                  |  |  | <b>Total :</b>   | <b>18.40</b>   |
| 131162  | 8/3/2022 | 10032 CINTAS CORPORATION #694    | 4123087464<br>4123771400                           | 53483<br>53483                                     | STATION SUPPLIES<br>UNIFORM/PARTS CLEANER RNTL   | 65.10<br>65.10   |
|         |          |                                  |  |  | <b>Total :</b>   | <b>130.20</b>  |
| 131163  | 8/3/2022 | 10486 COUNTY OF SAN DIEGO        | 202200529  |  | RECORDED DOCUMENT FEE  | 17.00  |
|         |          |                                  |  |  | <b>Total :</b>   | <b>17.00</b>   |
| 131164  | 8/3/2022 | 14533 FLITE GOLF LLC             | 006255   | 53808  | ECON DEV FEASIBILITY STUDY   | 12,500.00  |
|         |          |                                  |  |  | <b>Total :</b>   | <b>12,500.00</b>   |
| 131165  | 8/3/2022 | 10065 GLOBAL POWER GROUP INC     | 82124<br>82125<br>82126<br>82127<br>82176<br>82177 | 53495<br>53495<br>53495<br>53495<br>53445<br>53445 | GENERATOR MAINT & REPAIRS<br>GENERATOR MAINT & REPAIRS<br>GENERATOR MAINT & REPAIRS<br>GENERATOR MAINT & REPAIRS<br>ELECTRICAL REPAIRS & MAINT<br>ELECTRICAL REPAIRS & MAINT | 100.00<br>100.00<br>100.00<br>100.00<br>314.94<br>144.00 |
|         |          |                                  |  |  | <b>Total :</b>   | <b>858.94</b>  |
| 131166  | 8/3/2022 | 10070 HAWTHORNE CAT MACHINERY    | 21303201   | 53525  | EQUIPMENT RENTAL   | 1,499.28   |
|         |          |                                  |  |  | <b>Total :</b>   | <b>1,499.28</b>  |
| 131167  | 8/3/2022 | 11196 HD SUPPLY FACILITIES       | 9203447483<br>9203673429                           | 53409<br>53409                                     | STATION SUPPLIES<br>STATION SUPPLIES   | 1,999.06<br>-69.80                                       |
|         |          |                                  |  |  | <b>Total :</b>   | <b>1,929.26</b>  |

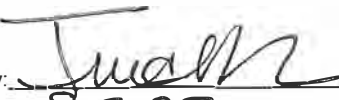
Bank code : ubgen

| Voucher        | Date     | Vendor                             | Invoice          | PO #  | Description/Account          | Amount              |
|----------------|----------|------------------------------------|------------------|-------|------------------------------|---------------------|
| 131168         | 8/3/2022 | 10256 HOME DEPOT CREDIT SERVICES   | 7152544          | 53410 | EQUIPMENT REPAIR             | 34.59               |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>34.59</b>        |
| 131169         | 8/3/2022 | 11807 IMPERIAL SPRINKLER SUPPLY    | 5177673-00       | 53602 | IRRIGATION PARTS             | 560.81              |
|                |          |                                    | 5177685-00       | 53602 | IRRIGATION PARTS             | 902.31              |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>1,463.12</b>     |
| 131170         | 8/3/2022 | 10507 MITEL LEASING                | 903760536        |       | MONTHLY RENTAL 122670 - JUNE | 2,422.56            |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>2,422.56</b>     |
| 131171         | 8/3/2022 | 10241 PETTY CASH                   | 2393             |       | PETTY CASH REIMBURSEMENT     | 276.07              |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>276.07</b>       |
| 131172         | 8/3/2022 | 12147 PRO-LINE INDUSTRIAL          | 1002002          | 53528 | GRAFFITI REMOVAL SUPPLIES    | 2,499.73            |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>2,499.73</b>     |
| 131173         | 8/3/2022 | 10606 S.D. COUNTY SHERIFF'S DEPT.  | SHERIFF MAY 2022 |       | LAW ENFORCEMENT              | 1,322,762.33        |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>1,322,762.33</b> |
| 131174         | 8/3/2022 | 10107 SANTEE MINISTERIAL COUNCIL   | SFB-2021-4       | 53686 | CDBG SUBRECIPIENT            | 1,225.71            |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>1,225.71</b>     |
| 131175         | 8/3/2022 | 13171 SC COMMERCIAL, LLC           | 2163567-IN       | 53480 | DELIVERED FUEL               | 1,011.35            |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>1,011.35</b>     |
| 131176         | 8/3/2022 | 14523 SCA OF CA, LLC               | 155466PS         | 53813 | STREET SWEEPING SVCS         | 16,185.87           |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>16,185.87</b>    |
| 131177         | 8/3/2022 | 14038 SINGH GROUP INC              | 00655            | 53512 | DEAD ANIMAL REMOVAL SERVICE  | 1,334.30            |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>1,334.30</b>     |
| 131178         | 8/3/2022 | 12223 SITEONE LANDSCAPE SUPPLY LLC | 120825507-001    | 53733 | IRRIGATION PARTS             | 726.27              |
|                |          |                                    | 120826422-001    | 53733 | IRRIGATION PARTS             | 579.18              |
| <b>Total :</b> |          |                                    |                  |       |                              | <b>1,305.45</b>     |
| 131179         | 8/3/2022 | 11341 SRM CONTRACTING & PAVING     | CIP 2022-1 1P    | 53847 | CITYWIDE PAVEMENT REPAIR AND | 936,426.65          |
|                |          |                                    | CIP 2022-1 1R    |       | RETENTION                    | -46,821.33          |



Bank code : ubgen

| Voucher                           | Date     | Vendor                               | Invoice   | PO #  | Description/Account   | Amount  |
|-----------------------------------|----------|--------------------------------------|---|---|---|---|
| 131179                            | 8/3/2022 | 11341 11341 SRM CONTRACTING & PAVING | (Continued)   |   |   | <b>Total : 889,605.32</b>   |
| 131180                            | 8/3/2022 | 10119 STEVEN SMITH LANDSCAPE INC     | 49756<br>49871<br>49888<br>49976<br>49977<br>49978<br>5004-063022 | 53502<br>53502<br>53502<br>53417<br>53418<br>53502<br>53418 | AREA 3 LANDSCAPE SERVICES<br>AREA 3 LANDSCAPE SERVICES<br>AREA 3 LANDSCAPE SERVICES<br>AREA 1 LANDSCAPE SERVICES<br>AREA 2 LANDSCAPE SERVICES<br>AREA 3 LANDSCAPE SERVICES<br>AREA 2 LANDSCAPE SERVICES | 11,283.28<br>1,357.78<br>549.24<br>50,386.25<br>18,652.80<br>11,858.02<br>7,859.02<br><b>Total : 101,946.39</b> |
| 131181                            | 8/3/2022 | 13333 TJ JANCA CONSTRUCTION INC      | 22-9656   | 53687   | PLAYGROUND SURFACE REPAIRS  | 2,906.00<br><b>Total : 2,906.00</b>   |
| 131182                            | 8/3/2022 | 14543 TOPCON SOLUTIONS INC           | INV201797   | 53822   | BLUEBEAM PLAN REVIEW SOFTW,   | 13,050.00<br><b>Total : 13,050.00</b>   |
| 131183                            | 8/3/2022 | 10136 WEST COAST ARBORISTS INC       | 187378<br>187409  | 53503<br>53503  | URBAN FORESTRY MANAGEMENT<br>URBAN FORESTRY MANAGEMENT  | 3,417.60<br>3,880.40<br><b>Total : 7,298.00</b>   |
| 26 Vouchers for bank code : ubgen |          |                                      |   |   |   | <b>Bank total : 2,401,468.21</b>  |
| 26 Vouchers in this report        |          |                                      |   |   |   | <b>Total vouchers : 2,401,468.21</b>  |

Prepared by: 

Date: 8.3.22

Approved by: 

Date: 8/3/2022

Bank code : ubgen

| Voucher | Date     | Vendor                               | Invoice  | PO #                             | Description/Account  | Amount                                |
|---------|----------|--------------------------------------|--|----------------------------------|--|---------------------------------------|
| 131184  | 8/3/2022 | 12903 AMERICAN FIDELITY ASSURANCE CO | Ben80655   |                                  | FLEXIBLE SPENDING ACCOUNT  | 2,069.64                              |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>2,069.64</b>                       |
| 131185  | 8/3/2022 | 10412 AT&T                           | 301053963-AUG22                                      |                                  | MAST PARK  | 90.95                                 |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>90.95</b>                          |
| 131186  | 8/3/2022 | 11748 BAGLEY, AARON                  | 07292022   |                                  | TUITION REIMBURSEMENT  | 1,230.00                              |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>1,230.00</b>                       |
| 131187  | 8/3/2022 | 14501 BETAMAXX, LLC                  | 26714  | 53836                            | SUMMER CONCERT BAND  | 2,000.00                              |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>2,000.00</b>                       |
| 131188  | 8/3/2022 | 10008 BPI PLUMBING                   | S-31732  | 53952                            | PLUMBING SERVICES  | 843.96                                |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>843.96</b>                         |
| 131189  | 8/3/2022 | 14502 CB MUSIC PRODUCTIONS,LLC       | 8112022  | 53838                            | SUMMER CONCERT BAND  | 2,500.00                              |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>2,500.00</b>                       |
| 131190  | 8/3/2022 | 10032 CINTAS CORPORATION #694        | 4125119383<br>4125258273                             | 53959<br>53959                   | MISC RENTAL SERVICE<br>STATION SUPPLIES  | 65.10<br>46.80                        |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>111.90</b>                         |
| 131191  | 8/3/2022 | 10039 COUNTY MOTOR PARTS COMPANY INC | 568213   | 53873                            | VEHICLE REPAIR PARTS   | 42.63                                 |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>42.63</b>                          |
| 131192  | 8/3/2022 | 14633 ELLXI                          | Ref000080721   |                                  | CORRECTED LICENSE TYPE REFU  | 46.00                                 |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>46.00</b>                          |
| 131193  | 8/3/2022 | 10058 ETS PRODUCTIONS INC            | 21137  | 53920                            | SUMMER CONCERTS AV SERVICE   | 15,312.50                             |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>15,312.50</b>                      |
| 131194  | 8/3/2022 | 11807 IMPERIAL SPRINKLER SUPPLY      | 5195385-00<br>5198911-00<br>5206621-00<br>5217976-00 | 53924<br>53924<br>53924<br>53924 | IRRIGATION SUPPLIES<br>IRRIGATION SUPPLIES<br>IRRIGATION SUPPLIES<br>IRRIGATION SUPPLIES | 165.41<br>763.88<br>1,559.80<br>40.13 |
|         |          |                                      |  |                                  | <b>Total :</b>   | <b>2,529.22</b>                       |

Bank code : ubgen

| Voucher        | Date     | Vendor                          | Invoice     | PO #  | Description/Account           | Amount            |
|----------------|----------|---------------------------------|-------------|-------|-------------------------------|-------------------|
| 131195         | 8/3/2022 | 10997 LAKESIDE FIRE PROTECTION  | 231         | 53889 | EMS SERVER SUBSCRIPTION       | 2,145.00          |
| <b>Total :</b> |          |                                 |             |       |                               | <b>2,145.00</b>   |
| 131196         | 8/3/2022 | 10204 LIFE ASSIST INC           | 1227518     | 53891 | EMS SUPPLIES                  | 91.54             |
|                |          |                                 | 1227573     | 53891 | EMS SUPPLIES                  | 223.26            |
|                |          |                                 | 1227574     | 53891 | EMS SUPPLIES                  | 177.79            |
|                |          |                                 | 1227810     | 53891 | EMS SUPPLIES                  | 3,275.50          |
|                |          |                                 | 1228135     | 53891 | EMS SUPPLIES                  | 88.31             |
|                |          |                                 | 1229065     | 53891 | EMS SUPPLIES                  | 905.10            |
|                |          |                                 | 1229226     | 53891 | EMS SUPPLIES                  | 193.60            |
| <b>Total :</b> |          |                                 |             |       |                               | <b>4,955.10</b>   |
| 131197         | 8/3/2022 | 14518 NEW RULES COLLECTIVE SD   | 3874        | 53842 | SUMMER CONCERT BAND           | 1,200.00          |
| <b>Total :</b> |          |                                 |             |       |                               | <b>1,200.00</b>   |
| 131198         | 8/3/2022 | 11665 NGUOI VIET TODAY NEWS     | 9583        |       | NOTICE OF ELECTION PUBLICATIC | 30.00             |
| <b>Total :</b> |          |                                 |             |       |                               | <b>30.00</b>      |
| 131199         | 8/3/2022 | 14634 NORTHUM, JAMES            | 07122022    |       | EMPLOYEE MILEAGE REIMBURSE    | 30.19             |
| <b>Total :</b> |          |                                 |             |       |                               | <b>30.19</b>      |
| 131200         | 8/3/2022 | 10308 O'REILLY AUTO PARTS       | 2968-497368 | 53896 | VEHICLE REPAIR PARTS          | 27.48             |
|                |          |                                 | 2968-497372 | 53896 | VEHICLE REPAIR PARTS          | 38.75             |
| <b>Total :</b> |          |                                 |             |       |                               | <b>66.23</b>      |
| 131201         | 8/3/2022 | 11888 PENSKE FORD               | 10407224    | 53930 | VEHICLE REPAIR PART           | 70.38             |
| <b>Total :</b> |          |                                 |             |       |                               | <b>70.38</b>      |
| 131202         | 8/3/2022 | 10521 PNC EQUIPMENT FINANCE LLC | 1461703     |       | 2016 PIERCE ARROW XT LEASE PY | 96,831.65         |
|                |          |                                 | 1461704     |       | 2016 PIERCE AERIAL PYMT #7    | 129,054.28        |
| <b>Total :</b> |          |                                 |             |       |                               | <b>225,885.93</b> |
| 131203         | 8/3/2022 | 12251 PRISM                     | 23300075    |       | GENERAL LIABILITY 1 PROGRAM   | 434,556.00        |
|                |          |                                 | 23400275    |       | MASTER CRIME PROGRAM INSUR    | 4,322.00          |
|                |          |                                 | 23400422    |       | POLLUTION INSURANCE PROGRA    | 18,001.00         |
|                |          |                                 | 23400494    |       | CYBER LIABILITY PROGRAM       | 6,000.00          |
|                |          |                                 | 23400641    |       | OPTIONAL EXCESS LIABILITY     | 49,449.00         |
|                |          |                                 | 23500086    |       | PROPERTY INSURANCE PROGRAM    | 146,478.00        |

Voucher List  
CITY OF SANTEE

Bank code : ubgen

| Voucher | Date     | Vendor                              | Invoice              | PO #  | Description/Account          | Amount             |
|---------|----------|-------------------------------------|----------------------|-------|------------------------------|--------------------|
| 131203  | 8/3/2022 | 12251 12251 PRISM                   | (Continued)          |       |                              | Total : 658,806.00 |
| 131204  | 8/3/2022 | 14625 PRIZM JANITORIAL SERVICES INC | Ref000080270         |       | CORRECTED LICENSE TYPE REFU  | 17.00              |
|         |          |                                     |                      |       |                              | Total : 17.00      |
| 131205  | 8/3/2022 | 12062 PURETEC INDUSTRIAL WATER      | 1993102              | 54000 | DEIONIZED WATER SERVICE      | 63.87              |
|         |          |                                     | 1993103              | 54000 | DEIONIZED WATER SERVICE      | 42.60              |
|         |          |                                     | 1993104              | 54001 | DEIONIZED WATER SERVICE      | 42.60              |
|         |          |                                     | 1994422              | 54000 | DEIONIZED WATER SERVICE      | 112.66             |
|         |          |                                     |                      |       |                              | Total : 261.73     |
| 131206  | 8/3/2022 | 10311 ROADONE                       | A837128              | 53933 | VEHICLE TOWING               | 540.00             |
|         |          |                                     |                      |       |                              | Total : 540.00     |
| 131207  | 8/3/2022 | 10407 SAN DIEGO GAS & ELECTRIC      | 3422 380 562 8-JUL22 |       | ROW / MEDIANS                | 228.49             |
|         |          |                                     | 4394 020 550 9-JUL22 |       | LMD                          | 2,146.58           |
|         |          |                                     | 7990 068 577 7-JULY2 |       | PARKS                        | 21,399.44          |
|         |          |                                     | 8509 742 169 4-JULY2 |       | CITY HALL GROUP BILL         | 13,270.65          |
|         |          |                                     |                      |       |                              | Total : 37,045.16  |
| 131208  | 8/3/2022 | 13171 SC COMMERCIAL, LLC            | 2172395-IN           | 53902 | DELIVERED FUEL               | 1,215.22           |
|         |          |                                     | 2174583-IN           | 53902 | DELIVERED FUEL               | 1,460.82           |
|         |          |                                     |                      |       |                              | Total : 2,676.04   |
| 131209  | 8/3/2022 | 13554 SC FUELS                      | 0574972-F            | 53947 | FLEET CARD FUELING           | 2,234.67           |
|         |          |                                     |                      |       |                              | Total : 2,234.67   |
| 131210  | 8/3/2022 | 10110 SECTRAN SECURITY INC          | 22070505             | 54004 | ARMORED CAR TRANSPORT - JUL' | 141.67             |
|         |          |                                     |                      |       |                              | Total : 141.67     |
| 131211  | 8/3/2022 | 12223 SITEONE LANDSCAPE SUPPLY LLC  | 121263059-001        | 53906 | IRRIGATION SUPPLIES          | 757.71             |
|         |          |                                     | 121263059-002        | 53906 | IRRIGATION SUPPLIES          | 168.30             |
|         |          |                                     | 121305700-001        | 53906 | IRRIGATION SUPPLIES          | 164.43             |
|         |          |                                     | 121786847-001        | 53906 | IRRIGATION SUPPLIES          | 186.02             |
|         |          |                                     | 121792848-001        | 53906 | IRRIGATION SUPPLIES          | 256.65             |
|         |          |                                     |                      |       |                              | Total : 1,533.11   |
| 131212  | 8/3/2022 | 14265 SOUTHLAND PAVING INC          | CIP 2020-24          |       | RETENTION RELEASE; SANTEE LA | 100,784.81         |

Bank code : ubgen

| Voucher | Date     | Vendor                             | Invoice      | PO #  | Description/Account           | Amount             |
|---------|----------|------------------------------------|--------------|-------|-------------------------------|--------------------|
| 131212  | 8/3/2022 | 14265 14265 SOUTHLAND PAVING INC   | (Continued)  |       |                               | Total : 100,784.81 |
| 131213  | 8/3/2022 | 10217 STAPLES ADVANTAGE            | 3512283381   | 53981 | OFFICE SUPPLIES               | 151.31             |
|         |          |                                    | 3512283382   | 53936 | OFFICE SUPPLIES               | 203.44             |
|         |          |                                    |              |       | Total :                       | 354.75             |
| 131214  | 8/3/2022 | 10250 THE EAST COUNTY              | 00120483     | 53967 | NOTICE OF ELECTION PUBLICATIC | 129.50             |
|         |          |                                    |              |       | Total :                       | 129.50             |
| 131215  | 8/3/2022 | 10467 THE EPOCH TIMES IN SAN DIEGO | SD056202207  |       | NOTICE OF ELECTION PUBLICATIC | 170.00             |
|         |          |                                    |              |       | Total :                       | 170.00             |
| 131216  | 8/3/2022 | 12480 UNITED SITE SERVICES         | 114-13220322 | 53950 | PORTABLE TOILET AND FENCE RE  | 404.07             |
|         |          |                                    | 114-13233184 | 53950 | PORTABLE TOILET SERVICE - SUM | 137.50             |
|         |          |                                    | 114-13233221 | 53950 | PORTABLE TOILET SERVICE - SAN | 2,459.38           |
|         |          |                                    |              |       | Total :                       | 3,000.95           |
| 131217  | 8/3/2022 | 10475 VERIZON WIRELESS             | 9910847053   |       | WIFI SERVICE                  | 1,304.34           |
|         |          |                                    |              |       | Total :                       | 1,304.34           |
| 131218  | 8/3/2022 | 10411 WAYNE JR, HOWARD HENRY       | 31           | 53914 | EQUIPMENT REPAIR              | 190.00             |
|         |          |                                    |              |       | Total :                       | 190.00             |
| 131219  | 8/3/2022 | 10850 CCH INCORPORATED             | 5413235387   |       | PAYROLL MGR'S LTR SUBSCRIPTIC | 924.00             |
|         |          |                                    |              |       | Total :                       | 924.00             |

36 Vouchers for bank code : ubgen

Bank total : 1,071,273.36

36 Vouchers in this report

Total vouchers : 1,071,273.36

Prepared by: [Signature]

Date: 8/3/22

Approved by: [Signature]

Date: 08/3/2022

Bank code : ubgen

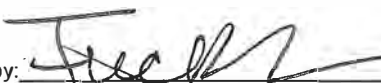
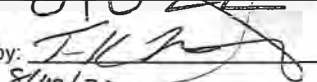
| Voucher | Date      | Vendor                            | Invoice      | PO # | Description/Account         | Amount            |
|---------|-----------|-----------------------------------|--------------|------|-----------------------------|-------------------|
| 131220  | 8/10/2022 | 10208 ANTHEM EAP                  | 046589983805 |      | EMPLOYEE ASSISTANCE PROGRAI | 281.94            |
|         |           |                                   |              |      | <b>Total :</b>              | <b>281.94</b>     |
| 131221  | 8/10/2022 | 10334 CHLIC                       | 3041435      |      | HEALTH INSURANCE            | 192,943.28        |
|         |           |                                   |              |      | <b>Total :</b>              | <b>192,943.28</b> |
| 131222  | 8/10/2022 | 14458 METROPOLITAN LIFE INSURANCE | 73097574     |      | DENTAL INSURANCE            | 11,834.90         |
|         |           |                                   |              |      | <b>Total :</b>              | <b>11,834.90</b>  |
| 131223  | 8/10/2022 | 10785 RELIANCE STANDARD LIFE      | August 22    |      | VOLUNTARY LIFE INSURANCE    | 501.16            |
|         |           |                                   |              |      | <b>Total :</b>              | <b>501.16</b>     |
| 131224  | 8/10/2022 | 10424 SANTEE FIREFIGHTERS         | PPE 08/03/22 |      | DUES/PEC/BENEVOLENT/BC EXP  | 3,260.47          |
|         |           |                                   |              |      | <b>Total :</b>              | <b>3,260.47</b>   |
| 131225  | 8/10/2022 | 10776 STATE OF CALIFORNIA         | PPE 08/03/22 |      | WITHHOLDING ORDER           | 449.53            |
|         |           |                                   |              |      | <b>Total :</b>              | <b>449.53</b>     |
| 131226  | 8/10/2022 | 10001 US BANK                     | PPE 08/03/22 |      | PARS RETIREMENT             | 1,383.04          |
|         |           |                                   |              |      | <b>Total :</b>              | <b>1,383.04</b>   |
| 131227  | 8/10/2022 | 14600 WASHINGTON STATE SUPPORT    | PPE 08/03/22 |      | WITHHOLDING ORDER           | 751.84            |
|         |           |                                   |              |      | <b>Total :</b>              | <b>751.84</b>     |

8 Vouchers for bank code : ubgen

**Bank total : 211,406.16**

8 Vouchers in this report

**Total vouchers : 211,406.16**

Prepared by:   
 Date: 8-10-22  
 Approved by:   
 Date: 8/10/22

Bank code : ubgen

| Voucher | Date      | Vendor                             | Invoice  | PO #   | Description/Account  | Amount   |
|---------|-----------|------------------------------------|--|--|--|--|
| 131228  | 8/10/2022 | 13198 3-D ENTERPRISES, INC         | 3 - CIP2022-40<br>3R-CIP2022-40  | 53769  | TCCP FIELD UPGRADES CIP2022-4<br>RETENTION   | 403,000.00<br>-20,150.00<br><b>Total : 382,850.00</b>  |
| 131229  | 8/10/2022 | 13456 AGRICULTURAL PEST CONTROL    | 641508<br>641622<br>641864<br>642160<br>642192<br>642193<br>644660<br>646993 | 53491<br>53491<br>53491<br>53491<br>53491<br>53491<br>53491<br>53491 | PEST CONTROL SERVICES<br>PEST CONTROL SERVICES<br>PEST CONTROL SERVICES<br>PEST CONTROL SERVICES<br>PEST CONTROL SERVICES<br>PEST CONTROL SERVICES<br>PEST CONTROL SERVICES<br>PEST CONTROL SERVICES | 250.00<br>250.00<br>125.00<br>125.00<br>125.00<br>125.00<br>595.00<br>50.00<br><b>Total : 1,645.00</b> |
| 131230  | 8/10/2022 | 12986 AMERON POLE PRODUCTS, LLC    | 121558   | 53790  | REPLACEMENT STREETLIGHT POL  | 4,615.95<br><b>Total : 4,615.95</b>  |
| 131231  | 8/10/2022 | 14624 CABRERA, ANTONIO             | 07042022   |  | EMPLOYEE REIMBURSEMENT   | 250.00<br><b>Total : 250.00</b>  |
| 131232  | 8/10/2022 | 10608 CRISIS HOUSE                 | 695  | 53674  | CDBG SUBRECIPIENT  | 1,087.69<br><b>Total : 1,087.69</b>  |
| 131233  | 8/10/2022 | 10142 CSA SAN DIEGO COUNTY         | 780<br>788   | 53684<br>53684   | CDBG SUBRECIPIENT<br>CDBG SUBRECIPIENT   | 1,024.14<br>1,002.60<br><b>Total : 2,026.74</b>  |
| 131234  | 8/10/2022 | 11168 CTE INC CLARK TELECOM AND    | 3105<br>3106   | 53560<br>53560   | STREET LIGHT REPAIRS<br>DIG ALERT MARKOUTS   | 8,812.18<br>1,138.95<br><b>Total : 9,951.13</b>  |
| 131235  | 8/10/2022 | 10196 FIRE PREVENTION SERVICES INC | 08052022   |  | WEED ABATEMENT   | 1,258.69<br><b>Total : 1,258.69</b>  |
| 131236  | 8/10/2022 | 10490 HARRIS & ASSOCIATES INC      | 53585  | 53305  | SAFETY & ENV JUSTICE ELEMENT   | 1,230.00<br><b>Total : 1,230.00</b>  |

Bank code : ubgen

| Voucher                                  | Date      | Vendor                              | Invoice        | PO #           | Description/Account  | Amount                             |
|--|-----------|-------------------------------------|----------------|----------------|--|------------------------------------|
| 131237                                   | 8/10/2022 | 14459 HMC GROUP                     | 163444         | 53747          | SANTEE COMMUNITY CENTER                                      | 67,730.95                          |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>67,730.95</b>                   |
| 131238                                   | 8/10/2022 | 10997 LAKESIDE FIRE PROTECTION      | 233            | 53511          | EMS SERVER SUBSCRIPTION                                      | 2,145.00                           |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>2,145.00</b>                    |
| 131239                                   | 8/10/2022 | 10083 MUNICIPAL EMERGENCY SERVICES  | IN1701649      | 53788          | SAFETY APPAREL   | 978.98                             |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>978.98</b>                      |
| 131240                                   | 8/10/2022 | 14636 PING YAN, LIU                 | 22STE-00403    |                | PERMIT REFUND 22STE-00403                                    | 1,507.00                           |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>1,507.00</b>                    |
| 131241                                   | 8/10/2022 | 10161 PRIZM JANITORIAL SERVICES INC | 34355<br>34371 | 53498<br>53498 | CUSTODIAL SERVICES - OFFICES<br>CUSTODIAL SERVICES - OFFICES | 3,225.02<br>3,225.02               |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>6,450.04</b>                    |
| 131242                                   | 8/10/2022 | 12828 RICK ENGINEERING COMPANY      | 18100(30)      | 53232          | AS-NEEDED ENGINEERING SERVIK                                 | 525.00                             |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>525.00</b>                      |
| 131243                                   | 8/10/2022 | 10212 SANTEE SCHOOL DISTRICT        | 9239<br>9240   | 53414<br>53414 | BUS TRANSPORTATION<br>BUS TRANSPORTATION                     | 61.96<br>1,675.00                  |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>1,736.96</b>                    |
| 131244                                   | 8/10/2022 | 10768 SANTEE SCHOOL DISTRICT        | 9238           | 53500          | JOINT USE FIELDS - RIO SECO                                  | 577.59                             |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>577.59</b>                      |
| 131245                                   | 8/10/2022 | 10331 HDS WHITE CAP CONST SUPPLY    | 50018290934    | 53590          | TOOLS, MATERIALS & SUPPLIES                                  | 169.65                             |
| <b>Total :</b>                           |           |                                     |                |                |  | <b>169.65</b>                      |
| <b>18 Vouchers for bank code : ubgen</b> |           |                                     |                |                |  | <b>Bank total : 486,736.37</b>     |
| <b>18 Vouchers in this report</b>        |           |                                     |                |                |  | <b>Total vouchers : 486,736.37</b> |



Bank code : ubgen

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|--------|---------|------|---------------------|--------|
|---------|------|--------|---------|------|---------------------|--------|

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Prepared by: [Signature]

Date: 8/10/22

Approved by: [Signature]

Date: 01/10/2022

Payroll Processing Report  
CITY OF SANTEE  
7/21/2022 to 8/3/2022-1 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 |
| tillot              | 96.00       |      | 3,622.83   | roth               | 39,421.68  | 5,147.70   |              |               |         |       |        |      |
| tup                 |             |      | 255.32     | sb-1               |            | 69.75      |              |               |         |       |        |      |
| unif                |             |      | 725.00     | sb-3               |            | 50.22      |              |               |         |       |        |      |
| unifp               |             |      | 525.00     | sffa               |            | 2,698.27   |              |               |         |       |        |      |
| vacp                | 475.10      |      | 20,672.08  | sffapc             |            | 428.64     |              |               |         |       |        |      |
| vtkn                | 292.25      |      | 13,663.46  | st1cs3             | 95,404.99  | 2,862.20   | -2,862.20    |               |         |       |        |      |
| wcdm                | 22.77       |      |            | st2cs3             | 13,062.10  | 391.87     | -391.87      |               |         |       |        |      |
|                     |             |      |            | texlif             |            | 55.19      |              |               |         |       |        |      |
|                     |             |      |            | vaccpr             |            | 575.05     |              |               |         |       |        |      |
|                     |             |      |            | vaccpt             |            | 270.41     |              |               |         |       |        |      |
|                     |             |      |            | vcanpr             |            | 430.49     |              |               |         |       |        |      |
|                     |             |      |            | vcanpt             |            | 154.10     |              |               |         |       |        |      |
|                     |             |      |            | vgcipt             |            | 88.81      |              |               |         |       |        |      |
|                     |             |      |            | vision             |            | 472.27     |              |               |         |       |        |      |
|                     |             |      |            | voladd             |            | 37.29      |              |               |         |       |        |      |
|                     |             |      |            | voldis             |            | 234.94     |              |               |         |       |        |      |
|                     |             |      |            | vollad             |            |            | 250.57       |               |         |       |        |      |
|                     |             |      |            | vollif             |            | 250.59     |              |               |         |       |        |      |
| <b>Grand Totals</b> | 15,636.15   |      | 642,356.62 |                    |            | 227,599.81 | 257,523.90   |               |         |       |        |      |

|        |            |
|--------|------------|
| Gross: | 642,356.62 |
| Net:   | 414,756.81 |

<< No Errors / 16 Warnings >>

*Transfer*

*[Handwritten Signature]*

PPE 8/3/22  
Pay Date 8/11/22

Bank code : ubgen

| Voucher        | Date      | Vendor                            | Invoice                      | PO #           | Description/Account                          | Amount            |
|----------------|-----------|-----------------------------------|------------------------------|----------------|--|-------------------|
| 131246         | 8/11/2022 | 12060 ACCOUNTING PRINCIPALS       | 12484024                     | 53986          | TEMPORARY ACCOUNTING                         | 1,581.94          |
| <b>Total :</b> |           |                                   |                              |                |  | <b>1,581.94</b>   |
| 131247         | 8/11/2022 | 10194 AMERICAN PUBLIC WORKS ASSOC | 616554-2023                  |                | MEMBERSHIP RENEWAL                           | 257.00            |
| <b>Total :</b> |           |                                   |                              |                |  | <b>257.00</b>     |
| 131248         | 8/11/2022 | 11275 AMERICAN SAFETY EMT         | 14743                        |                | STAFF CPR TRAINING                           | 58.50             |
| <b>Total :</b> |           |                                   |                              |                |  | <b>58.50</b>      |
| 131249         | 8/11/2022 | 11748 BAGLEY, AARON               | 072722                       |                | EMPLOYEE REIMBURSEMENT                       | 250.00            |
| <b>Total :</b> |           |                                   |                              |                |  | <b>250.00</b>     |
| 131250         | 8/11/2022 | 13495 BURN INSTITUTE              | YFS2022                      | 54011          | ANNUAL PROGRAM FEES                          | 1,818.00          |
| <b>Total :</b> |           |                                   |                              |                |  | <b>1,818.00</b>   |
| 131251         | 8/11/2022 | 10429 CALPERS                     | 100000016885952              |                | GASB 68 REPORTS & SCHEDULES                  | 2,100.00          |
| <b>Total :</b> |           |                                   |                              |                |  | <b>2,100.00</b>   |
| 131252         | 8/11/2022 | 14620 CARAHSOFT TECHNOLOGY CORP   | IN1196993                    | 53955          | ZOOM MEETING & WEBINAR                       | 7,502.40          |
| <b>Total :</b> |           |                                   |                              |                |  | <b>7,502.40</b>   |
| 131253         | 8/11/2022 | 10299 CARQUEST AUTO PARTS         | 11102-563272<br>11102-563680 | 53869<br>53869 | VEHICLE REPAIR PARTS<br>VEHICLE REPAIR PARTS | 26.58<br>171.27   |
| <b>Total :</b> |           |                                   |                              |                |  | <b>197.85</b>     |
| 131254         | 8/11/2022 | 10032 CINTAS CORPORATION #694     | 4125797513                   | 53959          | UNIFORM/PARTS CLEANER RNTL                   | 65.10             |
| <b>Total :</b> |           |                                   |                              |                |  | <b>65.10</b>      |
| 131255         | 8/11/2022 | 12328 CINTAS CORP. #2             | 5116837906                   | 53989          | FIRST-AID KIT SERVICE                        | 403.38            |
| <b>Total :</b> |           |                                   |                              |                |  | <b>403.38</b>     |
| 131256         | 8/11/2022 | 10050 CITY OF EL CAJON            | 49                           |                | 1ST QTR HCFA ASSESSMENT                      | 136,479.95        |
| <b>Total :</b> |           |                                   |                              |                |  | <b>136,479.95</b> |
| 131257         | 8/11/2022 | 10333 COX COMMUNICATIONS          | 038997401-AUG22              |                | 10601 N MAGNOLIA AVE APT 8                   | 57.00             |
| <b>Total :</b> |           |                                   |                              |                |  | <b>57.00</b>      |

Bank code : ubgen



| Voucher | Date      | Vendor                             | Invoice         | PO #  | Description/Account            | Amount            |
|---------|-----------|------------------------------------|-----------------|-------|--------------------------------|-------------------|
| 131258  | 8/11/2022 | 14639 CUSICK, SEAN DAVID           | 9582582         |       | FINGERPRINT REIMBURSEMENT      | 39.00             |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>39.00</b>      |
| 131259  | 8/11/2022 | 14446 ENTERPRISE FM TRUST          | STMT 2704       |       | VEHICLE LEASING AGREEMENT      | 3,169.13          |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>3,169.13</b>   |
| 131260  | 8/11/2022 | 10066 GLOBALSTAR USA LLC           | 000000035231605 |       | SATELLITE PHONE SERVICE        | 107.34            |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>107.34</b>     |
| 131261  | 8/11/2022 | 10070 HAWTHORNE CAT MACHINERY      | PS000940028     | 53883 | VEHICLE REPAIR PARTS           | 171.85            |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>171.85</b>     |
| 131262  | 8/11/2022 | 11196 HD SUPPLY FACILITIES         | 9204757420      | 53884 | STATION SUPPLIES               | 349.11            |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>349.11</b>     |
| 131263  | 8/11/2022 | 10144 HDL COREN & CONE             | SIN020059       | 53961 | FY22/23 PROP TAX AUDIT & INFO  | 4,750.00          |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>4,750.00</b>   |
| 131264  | 8/11/2022 | 12717 HOUSING & COMMUNITY DEV SVCS | 08052022        |       | HOME FUND ASSET TRANSFER       | 150,650.00        |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>150,650.00</b> |
| 131265  | 8/11/2022 | 10204 LIFE ASSIST INC              | 1230452         | 53891 | EMS SUPPLIES                   | 1,580.69          |
|         |           |                                    | 1230453         | 53891 | EMS SUPPLIES                   | 142.57            |
|         |           |                                    | 1230454         | 53891 | EMS SUPPLIES                   | 26.77             |
|         |           |                                    | 1230551         | 53891 | EMS SUPPLIES                   | 507.28            |
|         |           |                                    | 1231381         | 53891 | EMS SUPPLIES                   | 5,332.20          |
|         |           |                                    | 1231668         | 53891 | EMS SUPPLIES                   | 965.50            |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>8,555.01</b>   |
| 131266  | 8/11/2022 | 14208 MINUTEMAN PRESS EL CAJON     | 63924           | 54015 | BUSINESS CARDS - DDS           | 46.28             |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>46.28</b>      |
| 131267  | 8/11/2022 | 10507 MITEL TECHNOLOGIES INC       | 903813285       |       | MONTHLY RENTAL 122670 - JULY22 | 1,878.80          |
|         |           |                                    |                 |       | <b>Total :</b>                 | <b>1,878.80</b>   |
| 131268  | 8/11/2022 | 10507 MITEL LEASING                | 903813307       |       | MONTHLY RENTAL 124690 - JULY22 | 312.66            |
|         |           |                                    | 903813346       |       | MONTHLY RENTAL 130737 - JULY22 | 276.33            |
|         |           |                                    | 903813349       |       | MONTHLY RENTAL 131413 - JULY22 | 266.16            |

Bank code : ubgen

| Voucher | Date      | Vendor                             | Invoice                  | PO #           | Description/Account              | Amount                   |
|---------|-----------|------------------------------------|--------------------------|----------------|----------------------------------|--------------------------|
| 131268  | 8/11/2022 | 10507 10507 MITEL LEASING          | (Continued)              |                |                                  | <b>Total : 855.15</b>    |
| 131269  | 8/11/2022 | 12815 MUNICIPAL MANAGEMENT (MMASC) | 07/12/22                 |                | MEMBERSHIP RENEWAL               | 90.00                    |
|         |           |                                    |                          |                |                                  | <b>Total : 90.00</b>     |
| 131270  | 8/11/2022 | 10308 O'REILLY AUTO PARTS          | 2968-498292              | 53896          | VEHICLE REPAIR PARTS             | 11.94                    |
|         |           |                                    |                          |                |                                  | <b>Total : 11.94</b>     |
| 131271  | 8/11/2022 | 12533 PUBLIC AGENCY RISK           | 170870                   |                | MEMBERSHIP RENEWAL               | 150.00                   |
|         |           |                                    |                          |                |                                  | <b>Total : 150.00</b>    |
| 131272  | 8/11/2022 | 12062 PURETEC INDUSTRIAL WATER     | 1996323                  | 54000          | DEIONIZED WATER SERVICE          | 121.68                   |
|         |           |                                    |                          |                |                                  | <b>Total : 121.68</b>    |
| 131273  | 8/11/2022 | 12220 SAN DIEGO COUNTY DEPT.       | 08052022                 |                | DEH PLAN CHECK FEES              | 2,370.00                 |
|         |           |                                    |                          |                |                                  | <b>Total : 2,370.00</b>  |
| 131274  | 8/11/2022 | 10407 SAN DIEGO GAS & ELECTRIC     | 2237 358 004 2-JUL22     |                | TRAFFIC SIGNALS                  | 6,135.38                 |
|         |           |                                    |                          |                |                                  | <b>Total : 6,135.38</b>  |
| 131275  | 8/11/2022 | 13061 SAN DIEGO HUMANE SOCIETY &   | JUL-22                   | 54002          | ANIMAL CONTROL SERVICES          | 36,794.00                |
|         |           |                                    |                          |                |                                  | <b>Total : 36,794.00</b> |
| 131276  | 8/11/2022 | 13171 SC COMMERCIAL, LLC           | 2177320-IN<br>2178204-IN | 53902<br>53902 | DELIVERED FUEL<br>DELIVERED FUEL | 607.10<br>1,229.31       |
|         |           |                                    |                          |                |                                  | <b>Total : 1,836.41</b>  |
| 131277  | 8/11/2022 | 13554 SC FUELS                     | 0580417-F                | 53947          | FLEET CARD FUELING               | 2,557.31                 |
|         |           |                                    |                          |                |                                  | <b>Total : 2,557.31</b>  |
| 131278  | 8/11/2022 | 13206 SHARP BUSINESS SYSTEMS       | 9003891311               | 54016          | SHARP MAINTENANCE/COPIES         | 2,195.53                 |
|         |           |                                    |                          |                |                                  | <b>Total : 2,195.53</b>  |
| 131279  | 8/11/2022 | 13047 SITEIMPROVE, INC             | US-8683                  |                | SOFTWARE RENEWAL                 | 4,775.00                 |
|         |           |                                    |                          |                |                                  | <b>Total : 4,775.00</b>  |
| 131280  | 8/11/2022 | 10572 SUNBELT RENTALS INC          | 128410010-0001           | 54009          | EQUIPMENT RENTAL                 | 725.98                   |
|         |           |                                    |                          |                |                                  | <b>Total : 725.98</b>    |

Bank code : ubgen

| Voucher                                  | Date      | Vendor                         | Invoice        | PO #  | Description/Account            | Amount                             |
|--|-----------|--------------------------------|----------------|-------|--------------------------------|------------------------------------|
| 131281                                   | 8/11/2022 | 10250 THE EAST COUNTY          | 00120732       | 54006 | NOTICE OF PUBLIC HEARING       | 231.00                             |
|  |           |                                | 00120746       | 54006 | NOTICE OF PUBLIC HEARING       | 441.00                             |
|  |           |                                | 1199: 90 89 88 |       | LEGAL POSTING - PUBLIC HEARING | 1,470.00                           |
|  |           |                                |                |       | <b>Total :</b>                 | <b>2,142.00</b>                    |
| 131282                                   | 8/11/2022 | 12480 UNITED SITE SERVICES     | 114-13242440   | 53950 | PORTABLE TOILETS & TEMP FENCE  | 137.50                             |
|  |           |                                |                |       | <b>Total :</b>                 | <b>137.50</b>                      |
| 131283                                   | 8/11/2022 | 11194 USAFACT INC              | 2073203        |       | BACKGROUND CHECK               | 245.98                             |
|  |           |                                |                |       | <b>Total :</b>                 | <b>245.98</b>                      |
| 131284                                   | 8/11/2022 | 11305 VELOCITY TRUCK CENTERS   | RA290027829:01 | 53957 | EMERGENCY VEHICLE REPAIR       | 2,397.05                           |
|  |           |                                |                |       | <b>Total :</b>                 | <b>2,397.05</b>                    |
| 131285                                   | 8/11/2022 | 10136 WEST COAST ARBORISTS INC | 188361         | 53939 | URBAN FORESTRY MANAGEMENT      | 17,049.60                          |
|  |           |                                |                |       | <b>Total :</b>                 | <b>17,049.60</b>                   |
| 131286                                   | 8/11/2022 | 10537 WETMORE'S                | 06P39988       | 53916 | VEHICLE REPAIR PARTS           | 4.52                               |
|  |           |                                |                |       | <b>Total :</b>                 | <b>4.52</b>                        |
| <b>41 Vouchers for bank code : ubgen</b> |           |                                |                |       |                                | <b>Bank total : 401,082.67</b>     |
| <b>41 Vouchers in this report</b>        |           |                                |                |       |                                | <b>Total vouchers : 401,082.67</b> |

Prepared by:   
 Date: 8.11.22  
 Approved by:   
 Date: 01/11/2022

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>                     |
|----------------|-------------|------------------|----------------|-------------|---|-----------------------------------|
| 131287         | 8/11/2022   | 11358 MILTCO INC | GRD1231S       |             | REFUNDABLE SECURITY DEPOSIT             | 41,521.00                         |
|                |             |                  |                |             | <b>Total :</b>                          | <b>41,521.00</b>                  |
|                |             |                  |                |             | <b>1 Vouchers for bank code : ubgen</b> | <b>Bank total : 41,521.00</b>     |
|                |             |                  |                |             | <b>1 Vouchers in this report</b>        | <b>Total vouchers : 41,521.00</b> |

Prepared by: 

Date: 8.11.22

Approved by: 


Date: 8/11/2022

Bank code : ubgen

| Voucher                          | Date      | Vendor                               | Invoice      | PO # | Description/Account     | Amount           |
|----------------------------------|-----------|--------------------------------------|--------------|------|-------------------------|------------------|
| 794891                           | 8/12/2022 | 10959 VANTAGE TRANSFER AGENT/457     | PPE 08/03/22 |      | ICMA - 457              | 33,702.91        |
|                                  |           |                                      |              |      | <b>Total :</b>          | <b>33,702.91</b> |
| 794987                           | 8/12/2022 | 10782 VANTAGEPOINT TRNSFR AGT/801801 | PPE 08/03/22 |      | RETIREE HSA             | 6,432.84         |
|                                  |           |                                      |              |      | <b>Total :</b>          | <b>6,432.84</b>  |
| 2 Vouchers for bank code : ubgen |           |                                      |              |      | <b>Bank total :</b>     | <b>40,135.75</b> |
| 2 Vouchers in this report        |           |                                      |              |      | <b>Total vouchers :</b> | <b>40,135.75</b> |

Prepared by: 

Date: 8-12-22

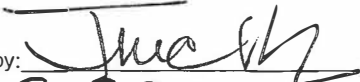

Approved by: 

Date: 8/15/2022





Bank code : ubgen

| Voucher                          | Date      | Vendor              | Invoice | PO # | Description/Account            | Amount                  |                   |
|----------------------------------|-----------|---------------------|---------|------|--------------------------------|-------------------------|-------------------|
| 1147                             | 8/15/2022 | 10401 US BANK TRUST | 2039016 |      | CFD 2017; SEMI-ANNUAL DEBT SEI | 340,056.07              |                   |
|                                  |           |                     |         |      |                                | <b>Total :</b>          | <b>340,056.07</b> |
| 1 Vouchers for bank code : ubgen |           |                     |         |      |                                | <b>Bank total :</b>     | <b>340,056.07</b> |
| 1 Vouchers in this report        |           |                     |         |      |                                | <b>Total vouchers :</b> | <b>340,056.07</b> |

Prepared by:   
Date: 8/15/22  
Approved by:   
Date: 8/15/2022

Bank code : ubgen

| Voucher                                 | Date      | Vendor                           | Invoice                            | PO # | Description/Account                                | Amount                             |
|---|-----------|----------------------------------|------------------------------------|------|--|------------------------------------|
| 874                                     | 8/15/2022 | 10955 DEPARTMENT OF THE TREASURY | August 22 Retirees<br>PPE 08/03/22 |      | FEDERAL WITHHOLDING TAX<br>FED WITHHOLD & MEDICARE | 211.00<br>92,883.97                |
| <b>Total :</b>                          |           |                                  |                                    |      |  | <b>93,094.97</b>                   |
| 886                                     | 8/15/2022 | 10956 FRANCHISE TAX BOARD        | August 22 Retirees<br>PPE 08/03/22 |      | CA STATE TAX WITHHELD<br>CA STATE TAX WITHHELD     | 46.00<br>31,148.13                 |
| <b>Total :</b>                          |           |                                  |                                    |      |  | <b>31,194.13</b>                   |
| <b>2 Vouchers for bank code : ubgen</b> |           |                                  |                                    |      |  | <b>Bank total : 124,289.10</b>     |
| <b>2 Vouchers in this report</b>        |           |                                  |                                    |      |  | <b>Total vouchers : 124,289.10</b> |

Prepared by:   
Date: 8.15.22  
Approved by:   
Date: 8/15/2022

**MEETING DATE** August 24, 2022

**ITEM TITLE** APPROVAL OF THE EXPENDITURE OF \$91,837.90 FOR JULY 2022  
LEGAL SERVICES AND REIMBURSABLE COSTS

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

**SUMMARY**

Legal services invoices proposed for payment for the month of July 2022 total \$91,837.90 as follows:

|                                      |                     |
|--------------------------------------|---------------------|
| 1) General Retainer Services         | \$ 16,530.00        |
| 2) Labor & Employment                | 1,326.00            |
| 3) Litigation & Claims               | 4,836.01            |
| 4) Special Projects - General Fund   | 47,309.07           |
| 5) Special Projects – Other Funds    | 2,999.22            |
| 6) Third-Party Reimbursable Projects | <u>18,837.60</u>    |
| Total                                | <u>\$ 91,837.90</u> |

**FINANCIAL STATEMENT** *tm*

|   | <u>AMOUNT</u> | <u>BALANCE</u> |
|---|---------------|----------------|
| General Fund:   |               |                |
| Adopted Budget  | \$ 731,360.00 |                |
| Revised Budget  | \$ 731,360.00 |                |
| Prior Expenditures                                      | -             |                |
| Current Request   | (70,001.08)   | \$ 661,358.92  |
| Other Funds (excluding third-party reimbursable items): |               |                |
| Adopted Budget  | \$ 90,000.00  |                |
| Revised Budget  | \$ 90,000.00  |                |
| Prior Expenditures                                      | -             |                |
| Current Request   | (2,999.22)    | \$ 87,000.78   |

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *AD for MAB*

Approve the expenditure of \$91,837.90 for July 2022 legal services and reimbursable costs.

**ATTACHMENTS**

1. Legal Services Billing Summary July 2022
2. Legal Services Billing Recap FY 2022-23



**LEGAL SERVICES BILLING SUMMARY  
JULY 2022**

Attachment 1

| DESCRIPTION  | CURRENT<br>AMOUNT  | INVOICE<br>NUMBER  | NOTES   |
|--|--|--|---|
| Retainer<br><b>1001.00.1201.51020</b>  | \$ 16,530.00<br><u>16,530.00</u>   | 942938   |   |
| Labor & Employment:<br>Labor & Employment<br><b>1001.00.1201.51020</b>   | <br>1,326.00<br><u>1,326.00</u>  | <br>942824   |   |
| Litigation & Claims:<br>Litigation & Claims<br>Affordable Housing Coalition of San Diego County<br>Brooks Receivership<br><b>1001.00.1201.51020</b>  | <br>3,952.50<br>725.70<br>157.81<br><u>4,836.01</u>  | <br>942825<br>942827<br>942832   |   |
| Special Projects (General Fund):<br>Community Oriented Policing<br>Theater Parcel<br>CEQA Special Advice<br>Parcel 4 Hotel<br>Housing Element<br>Advanced Records Center Services for PRA<br>Cannabis<br><b>1001.00.1201.51020</b> | <br>25,980.77<br>1,555.50<br>127.50<br>2,336.80<br>229.50<br>1,906.50<br>10,557.00<br><u>42,693.57</u> | <br>942826<br>942837<br>942840<br>942829<br>942830<br>942833<br>942834 |   |
| Special Projects - CSA 69 (General Fund)<br>CSA 69 Dissolution<br><b>1001.03.2203.51020</b>  | <br><u>4,615.50</u>  | <br>942835   |   |
| Special Projects (Other Funds):<br>Cuyamaca Street Right-of-Way Acquisition  | <br><u>2,999.22</u><br><u>2,999.22</u>   | <br>942831   | <br><b>cip71402.30.05</b>   |
| Third-Party Reimbursable:<br>Lantern Crest<br>HomeFed Project<br>Walker Trails<br>Redevelopment of Carlton Oaks Golf Course<br>Tyler St. Subdivision<br>Laurel Heights<br>Slope Street Subdivision                                 | <br>610.80<br>11,498.00<br>4,627.20<br>118.80<br>237.60<br>1,705.60<br>39.60<br><u>18,837.60</u>       | <br>942836<br>942838<br>942839<br>942841<br>942842<br>942844<br>942845 | <br><b>mjr2101a.20.05</b><br><b>tm22001a.10.05</b><br><b>grd1313a.20.05</b><br><b>cup1906a.10.05</b><br><b>tm17001a.10.05</b><br><b>grd1366a.20.05</b><br><b>tm20001a.10.05</b> |
| <b>Total</b>   | <br><u>\$ 91,837.90</u>  |  |   |

**LEGAL SERVICES BILLING RECAP  
FY 2022-23**

Attachment 2

| Category                         | Adopted Budget       | Revised Budget       | Previously Spent Year to Date | Available Balance    | Current Request Mo./Yr. | Amount              |
|----------------------------------|----------------------|----------------------|-------------------------------|----------------------|-------------------------|---------------------|
| <b>General Fund:</b>             |                      |                      |                               |                      |                         |                     |
| General / Retainer               | \$ 200,360.00        | \$ 200,360.00        | \$ -                          | \$ 200,360.00        | Jul-22                  | \$ 16,530.00        |
| Labor & Employment               | 60,000.00            | 60,000.00            | -                             | 60,000.00            | Jul-22                  | 1,326.00            |
| Litigation & Claims              | 90,000.00            | 90,000.00            | -                             | 90,000.00            | Jul-22                  | 4,836.01            |
| Special Projects                 | 381,000.00           | 381,000.00           | -                             | 381,000.00           | Jul-22                  | 47,309.07           |
| <b>Total</b>                     | <b>\$ 731,360.00</b> | <b>\$ 731,360.00</b> | <b>\$ -</b>                   | <b>\$ 731,360.00</b> |                         | <b>\$ 70,001.08</b> |
| <b>Other City Funds:</b>         |                      |                      |                               |                      |                         |                     |
| MHFP Commission                  | \$ 12,000.00         | \$ 12,000.00         | \$ -                          | \$ 12,000.00         |                         | \$ -                |
| Capital Projects                 | 75,000.00            | 75,000.00            | -                             | 75,000.00            | Jul-22                  | 2,999.22            |
| Highway 52 Coalition             | 3,000.00             | 3,000.00             | -                             | 3,000.00             |                         | -                   |
| <b>Total</b>                     | <b>\$ 90,000.00</b>  | <b>\$ 90,000.00</b>  | <b>\$ -</b>                   | <b>\$ 90,000.00</b>  |                         | <b>\$ 2,999.22</b>  |
| <b>Third-Party Reimbursable:</b> |                      |                      |                               |                      |                         |                     |
| <b>Total</b>                     |                      |                      | <b>\$ -</b>                   |                      | Jul-22                  | <b>\$ 18,837.60</b> |

| Total Previously Spent to Date<br>FY 2022-23 |             |
|--|-------------|
| General Fund                                 | \$ -        |
| Other City Funds                             | -           |
| Applicant Deposits or Grants                 | -           |
| <b>Total</b>                                 | <b>\$ -</b> |

| Total Proposed for Payment   |                     |
|------------------------------|---------------------|
| General Fund                 | \$ 70,001.08        |
| Other City Funds             | 2,999.22            |
| Applicant Deposits or Grants | 18,837.60           |
| <b>Total</b>                 | <b>\$ 91,837.90</b> |

**MEETING DATE** August 24, 2022

**ITEM TITLE** RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER LEASE-PURCHASE AGREEMENT FOR THE PURCHASE OF ONE NEW PIERCE ARROW XT TRIPLE COMBINATION PUMPER AND APPROVING RELATED DOCUMENTS AND ACTIONS

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

**SUMMARY**

On July 27, 2022 the City Council authorized the purchase of one new Pierce Arrow XT Triple Combination Pumper with the adoption of Resolution No. 102-2022. In addition, the City Council authorized the use of lease-purchase financing with PNC Bank, National Association for this purchase with the adoption of Resolution No. 103-2022.

In the course of finalizing the lease-purchase financing documents it has been determined that the Good Faith Estimates of certain information related to the financing was not explicitly provided on July 27, 2022 with the adoption of Resolution No. 103-2022 as required by California Government Code Section 5852.1, though most of this information was disclosed in the agenda materials. As such, a revised resolution is now being presented to the City Council for adoption which includes as Exhibit A the Good Faith Estimates of the following information related to the lease-purchase financing.

|                   |                |                          |              |
|-------------------|----------------|--------------------------|--------------|
| Principal Amount: | \$ 877,691.95  | True Interest Cost:      | 3.90%        |
| Finance Charge:   | \$ 142,151.98  | Proceeds to be Received: | \$877,691.95 |
| Total Payments:   | \$1,019,843.93 |                          |              |

**FINANCIAL STATEMENT** *tm*

The \$877,691.95 cost of the apparatus is proposed to be financed through a lease-purchase agreement with PNC Bank, National Association over a seven year term with a fixed interest rate of 3.90%. Annual lease payments in the amount of \$145,691.99 will be required with the first payment due one year after lease commencement. Funding for these payments will be included in the proposed annual operating budgets beginning in fiscal year 2023-24.

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

**RECOMMENDATION** *AD for MDP*

Adopt Resolution:

1. Authorizing the execution and delivery of a master lease-purchase agreement with PNC Bank, National Association; and
2. Authorizing the City Manager or designee to execute all necessary documents

**ATTACHMENT**

Resolution (w/ Exhibit A "Good Faith Estimates")  
Master Lease Purchase Agreement  
Payment Schedule



**RESOLUTION NO. -2022**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE-  
PURCHASE AGREEMENT FOR THE PURCHASE OF ONE NEW PIERCE ARROW  
XT TRIPLE COMBINATION PUMPER AND APPROVING RELATED DOCUMENTS  
AND ACTIONS**

**WHEREAS**, the City of Santee (the “City”) desires to obtain a new Pierce Arrow XT Triple Combination Pumper fire engine and is proceeding to finance the acquisition of said fire engine and related items (the “Property”) as referenced in the Master Lease Purchase Agreement (defined below); and

**WHEREAS**, in order to finance the Property and related costs, the City has proposed to lease the Property from PNC Bank, National Association (the “Lessor”) pursuant to the terms of a Master Lease Purchase Agreement (the “Lease Purchase Agreement”), which includes the payment schedule attached thereto (the “Schedule”), each between the City, as lessee, and the Lessor; and

**WHEREAS**, the City has the option to purchase the Property in accordance with the terms of the Lease Purchase Agreement; and

**WHEREAS**, the City is authorized to enter into lease agreements for equipment pursuant to Sections 37350 and 37351 of the California Government Code; and

**WHEREAS**, the City Council has obtained from the private lender, PNC Bank, National Association, good faith estimates of (a) the true interest cost of the financing authorized by this Resolution, (b) the sum of all fees and charges paid to third parties with respect to the financing, (c) the amount of proceeds of the financing expected to be received, where proceeds means the value of the Property to be received, net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the financing, and (d) the aggregate sum total of all rental payments (the “Rental Payments”) made pursuant to the Lease Purchase Agreement calculated to the final term of the Lease Purchase Agreement, plus the fees and charges paid to third parties not paid with proceeds of the financing, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

**WHEREAS**, the City Council wishes at this time to authorize and approve all proceedings for the financing of the Property and related costs, the Lease Purchase Agreement, and all related documents and actions, in furtherance of the public purposes of the City.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and the City Council so finds and determines.

## RESOLUTION NO. -2022

**Section 2. Authorized Officers.** The City Manager or its designee (each, an “Authorized Officer”) are hereby each, acting alone, authorized and directed to execute and deliver the Lease Purchase Agreement, Schedule, and all related documents on behalf of the City (subject to making such changes to the Lease Purchase Agreement, Schedule, or any related documents as they deem necessary or appropriate). The Authorized Officers are further authorized and directed to consummate the transaction described herein, execute any documents or supplementary agreements necessary to secure possession, use, or ownership of the Property, and to approve any amendments necessary to carry out the provisions of this authorizing Resolution.

**Section 3. Approval of Lease Financing Plan and Documents.** The City Council hereby approves the lease financing plan outlined herein. To that end, the City Council hereby approves each of the following lease financing documents in substantially the respective forms as presented to the City Council at this meeting, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval.

- **Master Lease Purchase Agreement** between the City, as lessee, and the Lessor, whereby the City leases and/or purchases the Property to be financed under the terms thereof, and whereby the Lessor agrees to lease the Property to the City in consideration of the payment by the City of the Rental Payments; provided that (i) the total principal amount financed under the Lease Purchase Agreement shall not exceed \$900,000.00, (ii) the term of the Lease Purchase Agreement shall not exceed eight (8) years, and (iii) the interest rate shall not exceed 4.0%.
- **Payment Schedule to Lease Purchase Agreement** between the City, as lessee, and the Lessor, whereby the Rental Payment dates and amounts due under the Lease Purchase Agreement are set forth for the Property.

An Authorized Officer is authorized and directed for and in the name and on behalf of the City to execute and attest the final form of each of the foregoing documents. The documents are hereby approved, subject to the adjustment by an Authorized Officer but not excess of the above limitations as to the lease term, interest rate, and total principal amount financed for the Property.

**Section 4. Official Actions.** The Authorized Officers are each authorized and directed in the name and on behalf of the City to make, execute, and deliver any and all amendments to the Lease Purchase Agreement, assignments, certificates, requisitions, agreements, notices, consents, leases, tax certificates, IRS Form 8038-G, designations relating to bank qualification under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, escrow agreements, and other instruments of conveyance, warrants, and other documents (which may also be subject to approval as to form by the City Attorney), which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution.



**RESOLUTION NO. -2022**

**Section 5. Effective Date.** This Resolution shall take effect from and immediately after the date of its passage and adoption.

**ADOPTED** by the City Council of the City of the Santee, California, at a Regular Meeting thereof held this 24<sup>th</sup> day of August 2022, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**JOHN W. MINTO, MAYOR**

**ATTEST:**

**ANNETTE ORTIZ, CMC, CITY CLERK**

Attachment: Exhibit A

## RESOLUTION NO. -2022

### EXHIBIT A

#### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the financing authorized by this Resolution. Such good faith estimates have been provided to the City, based on market interest rates prevailing at the time of preparation of the Estimated Principal Amount, by PNC Bank, National Association, the private lender (the "Lender").

**Principal Amount.** The Lender has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal component of the Rental Payments paid under the Lease Purchase Agreement is \$877,691.95 (the "Estimated Principal Amount").

**True Interest Cost.** The Lender has informed the City that its good faith estimate of the true interest cost of the financing, which means the rate necessary to discount the amounts payable on the respective Rental Payment dates to the principal components of said Rental Payments is 3.90%.

**Finance Charge.** The Lender has informed the City that its good faith estimate of the finance charge for the financing, which means the sum of all fees and charges paid to third parties (or costs associated with the financing) (the "Finance Charge"), is \$142,151.98.

**Amount of Proceeds to be Received.** The Lender has informed the City that its good faith estimate of the amount of proceeds, where proceeds is the value of the Property being delivered to the City, expected to be received by the City in connection with the financing, less the Finance Charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the financing, is \$877,691.95.

**Total Payment Amount.** The Lender has informed the City that its good faith estimate of the total payment amount, which means the sum total of all Rental Payments made pursuant to the Lease Purchase Agreement, plus the Finance Charge as described above not paid with the proceeds of the financing, calculated to the final term of the Lease Purchase Agreement, is \$1,019,843.93.

The foregoing estimates constitute good faith estimates only. The actual aggregate sum of principal components of the Rental Payments, the true interest cost thereof, the Finance Charge, the amount of proceeds received from the financing, and the total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of financing being different from the date assumed for purposes of such estimates, (b) the actual aggregate sum of the principal components of the Rental Payments being different from the Estimated Principal Amount, (c) the actual amortization of the Rental Payments being different than the amortization assumed for the purposes of such estimates, (d) the actual market interest rates at the time of financing differ from those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of the financing and the actual aggregate sum of the principal components of the Rental Payments will be determined by the City based on market conditions and other factors. The actual interest rate may depend on market interest rates at the time of financing. The actual amortization of the Rental Payments may also depend, in part, on market interest rates at the time of financing. Market interest rates are affected by economic and other factors beyond the control of the City.

## MASTER LEASE – PURCHASE AGREEMENT

Dated as of August 9, 2022

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented (“Master Lease”) is made and entered by and between PNC Bank, National Association (“Lessor”) and the Lessee identified below (“Lessee”).

**LESSEE:** City of Santee

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) “Schedule” means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) “Lease” means each Schedule and this Master Lease as incorporated into said Schedule. (c) “Equipment” means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) “Lien” means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease (“Lease Term”) commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee’s payment and performance in full of all of Lessee’s obligations under the Lease.

#### 4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule (“Rent Payments”). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

#### 5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (“Location”) by Equipment suppliers (“Suppliers”) selected by Lessee.

Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

## 6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

**7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES,**

**WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR’S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer’s or Supplier’s product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee’s sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee’s specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer’s or Supplier’s product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

#### **8. TITLE; SECURITY INTEREST.**

8.1 Upon Lessee’s acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor’s security interest therein and all of Lessor’s other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 “Secured Obligations” means Lessee’s obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

**9. PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

**10. MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer’s instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer’s warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements (“Improvements”) to any Equipment without Lessor’s prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

**11. LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor’s prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

## **12. LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

## **13. RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

## **14. INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which

approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

## 18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**19. EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in



a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

**22. LAW GOVERNING.** Each Lease shall be governed by the laws of the state of the lessee (The “State”).

**23. NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

**24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor’s request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. “Claims” means all losses, liabilities, damages, penalties, expenses (including attorney’s fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor’s interest in the Equipment, to sign Lessee’s name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

**25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.**

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: “Anti-Terrorism Laws” means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; “Compliance Authority” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; “Covered Entity” means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; “Reportable Compliance Event” means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; “Sanctioned Country” means a country subject to a sanctions program maintained by any Compliance Authority; and “Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including

but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

## **26. USA PATRIOT ACT NOTICE.**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

**27. SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

**28. EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

**29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

## **30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.**

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

**31. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for

the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Santee  
("Lessee")

PNC Bank, National Association  
("Lessor")

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

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

Title: City Manager \_\_\_\_\_

Title \_\_\_\_\_

10601 Magnolia Avenue  
Santee, CA 92071

155 East Broad Street, B4-B230-05-7  
Columbus, OH 43215

## Schedule A-1

### 1. EQUIPMENT LOCATION & DESCRIPTION:

City of Santee  
8950 Cottonwood Avenue  
Santee, CA 92071

San Diego, County

(1) New Pierce Arrow XT Triple Combination Pumper

VIN # TBD

### 2. LEASE PAYMENT SCHEDULE.

|      |   |                |
|------|---|----------------|
| (a)  | Accrual Date:   | August 9, 2022 |
| (b)  | Amount Financed:  |                |
| i.   | Equipment Purchase Price  | \$847,169.97   |
|      | Sale Tax  | \$62,978.98    |
| ii.  | Purchase Price Deduction  |                |
|      | Prepay Discounts  | \$32,457.00    |
|      | Trade In  | \$0.00         |
| iii. | Total Amount Financed (Cash Sale Price minus Purchase Price Deductions) | \$877,691.95   |

(c) Payment Schedule:

Accrual Date: August 9, 2022,

| Rent Payment Number | Rent Payment Date | Rent Payment Amount | Interest Portion | Principal Portion | Termination Value |
|---------------------|-------------------|---------------------|------------------|-------------------|-------------------|
| 1                   | 08/09/2023        | 145,691.99          | 34,229.99        | 111,462.00        | no call           |
| 2                   | 08/09/2024        | 145,691.99          | 29,882.97        | 115,809.02        | no call           |
| 3                   | 08/09/2025        | 145,691.99          | 25,366.42        | 120,325.57        | 545,998.22        |
| 4                   | 08/09/2026        | 145,691.99          | 20,673.72        | 125,018.27        | 417,229.40        |
| 5                   | 08/09/2027        | 145,691.99          | 15,798.01        | 129,893.98        | 283,438.60        |
| 6                   | 08/09/2028        | 145,691.99          | 10,732.14        | 134,959.85        | 144,429.96        |
| 7                   | 08/09/2029        | 145,691.99          | 5,468.73         | 140,223.26        | 1.00              |

City of Santee  
("Lessee")

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

Title: City Manager

PNC Bank, National Association  
("Lessor")

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

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

**MEETING DATE** August 24, 2022

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA ACCEPTING THE CITYWIDE CRACK SEALING PROGRAM 2022 (CIP 2022-07) PROJECT AS COMPLETE

**DIRECTOR/DEPARTMENT** Carl Schmitz, City Engineer 

**SUMMARY**

This item requests City Council accept the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project as complete.

At its May 11, 2022 meeting, the City Council awarded the construction contract for the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project for a total contract amount of \$145,750.00 to American Asphalt South, Inc. and authorized the City Manager, Director of Development Services or City Engineer to approve contract change orders in a total amount not to exceed \$36,437.00 for unforeseen items and additional work.

A Notice to Proceed was issued on July 18, 2022 and the work was completed on August 8, 2022. Two change orders were authorized in the amount of \$36,405.00 for additional crack sealing within portions of Prospect Avenue, Carlton Oaks Drive and Second Street.

Staff requests City Council accept the project as complete and direct the City Clerk to file a Notice of Completion.

**FINANCIAL STATEMENT** 

Funding for this project is provided by Transnet funds available in the adopted Capital Improvement Program budget.

|                                     |                      |
|-------------------------------------|----------------------|
| Design & Bidding                    | \$ 5,419.50          |
| Original Construction Contract      | 145,750.00           |
| Construction Change Orders          | 36,405.00            |
| Construction Engineering/Management | 4,749.03             |
| Estimated Project Closeout          | <u>500.00</u>        |
| Total Project Cost                  | <u>\$ 192,823.53</u> |

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Adopt the attached Resolution accepting the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project as complete.

**ATTACHMENT**

Resolution Project Map



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
ACCEPTING THE CITYWIDE CRACK SEALING PROGRAM 2022 (CIP 2022-07)  
PROJECT AS COMPLETE**

**WHEREAS**, the City Council awarded the construction contract for the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project to American Asphalt South, Inc. on May 11, 2022 in the amount of \$145,750.00; and

**WHEREAS**, City Council authorized the City Manager, Director of Development Services or City Engineer to approve construction change orders in a total amount not to exceed \$36,437.00; and

**WHEREAS**, two change orders in the total amount of \$36,405.00 were approved for additional crack sealing; and

**WHEREAS**, the project was completed for a total contract amount of \$182,155.00; and

**WHEREAS**, American Asphalt South, Inc. has completed the project in accordance with the contract plans and specifications.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that the work for the construction of the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project is accepted as complete on this date and the City Clerk is directed to record a Notice of Completion.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 24<sup>th</sup> day of August, 2022, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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





**CITY OF SANTEE, CALIFORNIA  
DEPARTMENT OF DEVELOPMENT SERVICES**

***CITYWIDE CRACK SEALING PROGRAM 2022***



**PROJECT STREETS**

**SHEET 1 OF 1**

**MEETING DATE** August 24, 2022

**ITEM TITLE** PURCHASE OF ONE NEW X SERIES EKG MONITOR/DEFIBRILLATOR AND RELATED EQUIPMENT AND SUPPLIES FROM ZOLL MEDICAL CORPORATION

**DIRECTOR/DEPARTMENT** John Garlow, Fire Chief <sup>SO</sup>

**SUMMARY** This item requests authorization to purchase the following items: One (1) X Series EKG monitor/defibrillator with necessary associated accessories, one (1) additional six-hour rechargeable smart battery, and other related equipment and supplies. All items will be purchased from Zoll Medical Corporation ("Zoll") for the Fire Department to replace older technology equipment currently in service on ambulances and first-responder apparatus.

Santee Municipal Code Section 3.24.120 authorizes the City to dispense with the requirements of formal or informal bidding and procure supplies, materials, and equipment on the open market when a commodity is not for a public work as defined in Public Contract Code section 20161, must match or be compatible with other supplies, equipment or material presently used and will be purchased from an authorized manufacturer or authorized retailer. Over the past several years, both Santee and the Lakeside Fire Protection District have been transitioning their EKG monitors/defibrillators to Zoll as the standard EKG monitor/defibrillator to be used by the two County Service Area 69 ("CSA 69") agencies. Additionally, the League of Oregon Cities, in cooperation with National Purchasing Partners, LLC, dba NPPGov (of which the City is a member agency), issued Request for Proposals No. 1935 for the procurement of a wide variety of public safety medical supplies, equipment and monitors. Based on evaluation criteria including pricing, breadth and quality of products, customer support and ability to meet delivery timelines, Zoll was awarded Contract #PS20200 for an initial three-year term through March 25, 2023.

Staff recommends that the EKG monitor/defibrillator, EKG battery and other related equipment and supplies be purchased from Zoll pursuant to NPPGov Contract #PS20200 for an amount not to exceed \$35,900.84.

**FINANCIAL STATEMENT** Adequate funding for this purchase is included in the FY 2022-23 Emergency Medical Services (CSA 69) adopted budget.

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

**RECOMMENDATION** <sup>Ad for MEB</sup> Authorize the sole source purchase of one (1) X Series EKG monitor/defibrillator, one (1) additional six-hour rechargeable smart battery and other related equipment and supplies from Zoll Medical Corporation utilizing NPPGov Contract #PS20200 for an amount not to exceed \$35,900.84.

**ATTACHMENT**  
None



**MEETING DATE** August 24, 2022

**ITEM TITLE** RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CREATE AND IMPLEMENT A “HOMETOWN HEROES BANNER PROGRAM” AND A POLICY TO GOVERN SUCH PROGRAM

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

**SUMMARY**

City staff is proposing creation and implementation of a “Hometown Heroes Banner Program” to recognize and honor City-selected Santee residents or their family members who have served, or have given their life in service in the United States Armed Forces. Banners featuring Santee’s approved military Hometown Heroes would be displayed on light pole banners along the Veterans Memorial Bridge (Mast Boulevard Bridge between Pebble Beach Drive and Fanita Parkway). Currently there are twelve light pole banner spaces available. In addition, we would have a Santee’s Hometown Heroes webpage that lists and recognizes all of the City-approved Santee Hometown Heroes. This program would be governed by a Hometown Heroes Banner Program Policy.

The Resolution would set forth the general Program goals and policies, and would authorize the City Manager or designee to create and implement a Hometown Heroes Banner Program, and a Hometown Heroes Banner Program Policy to govern such program, in accordance with the general goals and policies set forth in the Resolution.

**FINANCIAL STATEMENT** *m*

Santee’s Hometown Heroes Banner Program will incur cost for printing the banners in addition to overhead expenses for staff time to run the program and install/remove the banners. The program would collect fees from applicants to offset these costs.

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

**RECOMMENDATION** *AD for MDB*

Adopt the Resolution authorizing the City Manager or designee to create and implement a “Hometown Heroes Banner Program,” and an accompanying policy to govern such program.

**ATTACHMENTS**

1. Resolution
2. Sample artwork of the Santee Hometown Heroes Banner

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CREATE AND  
IMPLEMENT A “HOMETOWN HEROES BANNER PROGRAM”  
AND A POLICY TO GOVERN SUCH PROGRAM**

**WHEREAS**, the City desires to create and implement a “Hometown Heroes Banner Program” wherein the City would honor selected qualifying veterans with ties to the City (“Program”), and to create and implement an accompanying policy to govern the Program (“Policy”); and

**WHEREAS**, as part of the Program, the City desires to exhibit City banners (“Banners”) on City light poles along the Veterans Memorial Bridge (Mast Blvd Bridge: Between Pebble Beach Drive & Fanita Parkway) (“Light Poles”), and to operate an associated City webpage (“Webpage”), each of which will feature City-selected veterans of the United States Armed Forces who have ties to the City; and

**WHEREAS**, the City does not intend for the City’s Light Poles, Banners, or Webpage to serve as forums for free expression by the public. The Banners may be displayed by the City on the Light Poles as an expression of the City’s official sentiments, and the Webpage may be maintained by the City as an expression of the City’s official sentiments; and

**WHEREAS**, the City desires to use the Light Poles, Banners, and Webpage solely to express the City’s support for City residents or their family members who have served or given their life in service in the United States Armed Forces, and the City’s support for the City community, City residents, City history, and for the United States Armed Forces; and

**WHEREAS**, the City desires to authorize the City Manager or designee to create and implement such a Program and Policy, at the City Manager’s or designee’s discretion, consistent with the goals and policies set forth herein.

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

**SECTION 1.** The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

**SECTION 2.** The City Council hereby authorizes the City Manager or designee to create and implement a Program and Policy, at the City Manager’s or designee’s discretion, consistent with the goals and policies set forth herein. The City Manager or designee is authorized to formulate all details of such Program and Policy as they see fit, including but not limited to establishing details and standards for the Banners and Webpage, eligibility criteria, application requirements and materials, City review and selection criteria, and other details.

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

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** by the City Council of Santee, California, at a Regular Meeting held this 24<sup>th</sup> day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**


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

**ATTEST:**


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

**SANTEE'S HOMETOWN HEROES BANNER PROGRAM**

**SAMPLE BANNER**




**Santee Proudly  
Honors**



*Duty • Honor • Country*  
★ ★ ★

**Patrick  
Osborne**

**Navy**  
**Command  
Master Chief**  
**1982-2012**



**Santee**  
DO MORE ▶ DUE EAST

**MEETING DATE** August 24, 2022

**ITEM TITLE** STATUS UPDATE ON THE IMPLEMENTATION OF THE PERMITTING AND LAND MANAGEMENT SYSTEM

**DIRECTOR/DEPARTMENT** Chris Jacobs, Development Services *CJ*  
Kathy Valverde, City Manager's Office *KV*

**SUMMARY**

In February 2022, City Council authorized the execution of an agreement with Tyler Technologies for implementation of a new fully automated permitting and land management system, known as EnerGov. City staff will provide a brief report and an update on the work that has been accomplished in the past four months since kick-off of the project in April 2022.

**FINANCIAL STATEMENT** *m*

No fiscal impact.

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

**RECOMMENDATION** *MAB*

Receive report.

**ATTACHMENTS**

None.

**MEETING DATE** August 24, 2022

**ITEM TITLE** ARTS & ENTERTAINMENT DISTRICT OVERLAY UPDATE

**DIRECTOR/DEPARTMENT** Chris Jacobs, Development Services

**SUMMARY**

In January 2022, City Council authorized the execution of an agreement with M.W. Steele Group to expand the Arts and Entertainment District Overlay, update the goals, policies, and objectives of the General Plan / Town Center Specific Plan, and conduct environmental review.

City staff will provide a brief report and an update on the work that has been accomplished since then. This includes conducting public outreach involving community meetings and pop-up events for data collection and analysis as part of the visioning process.

The next steps include finalizing technical analysis and preparing a draft visioning document that includes site plan and landscape concepts, iconic signage, allowed uses, and development standards for City Council review.

**FINANCIAL STATEMENT**

No fiscal impact.

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

**RECOMMENDATION**

*Ad for MOB*

Receive report.

**ATTACHMENTS**

None.





**MEETING DATE** August 24, 2022

**ITEM TITLE** RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HMC GROUP DBA HMC ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND ENVIRONMENTAL DESIGN FOR THE SANTEE COMMUNITY CENTER (CIP 2018-31) PROJECT

**DIRECTOR/DEPARTMENT** Nicholas Chavez, Director of Community Services  
Carl Schmitz, City Engineer

**SUMMARY** On October 27, 2021, the City Council authorized the execution of a professional services agreement ("Agreement") in an amount not to exceed \$1,150,000 with HMC Architects for architectural, engineering, landscape architectural, and environmental design services for the Santee Community Center project. HMC Architects has completed the preliminary design stages of the project including a 50% design development concept plan. Staff has reviewed the proposed concept plan and has identified four items which were not included in HMC Architects' original scope of services which are recommended to complete the project.

First, the expansion of the parking lot at the existing Cameron Family YMCA is recommended to provide adequate parking for the YMCA operations during the construction of the Santee Community Center project and will be required upon completion of the project to provide adequate parking for both facilities. Second, the Santee Community Center requires electric vehicle (EV) charging stations to be compliant with the Sustainable Santee Plan and the charging stations will benefit EV drivers using both facilities. Third, the Santee Community Center will require specific fixtures, furnishings and equipment (FF&E) for the commercial kitchen, office space, IT equipment and audio/visual system. Fourth, the Santee Community Center requires an access control system similar to City Hall to provide keypad/keycard access for exterior door security.

The proposed First Amendment to the Agreement would 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. The cost of the additional design services is an amount not to exceed \$207,650. Staff also requests authorization for the City Manager to approve additional amendments to the Agreement in the amount totaling \$67,883 (5% of the total amended contract amount) for changes related to design of the Santee Community Center as the project enters into the design deliverable phase.

**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 this contract is included in the adopted Capital Improvement Program budget for the Santee Community Center (CIP 2018-31) project totaling \$11,756,300 provided by Public Facilities and Park-in-Lieu development impact fees. In addition, State funding in the amount of \$4,500,000, and \$156,595 of Federal American Rescue Plan Act (ARPA) funds are allocated for this project, for a total current project budget of \$16,412,895.

The estimated project cost for the Santee Community Center based on the 50% concept plan totals \$18,055,887 resulting in an estimated shortfall of \$1,642,992. Based on current and anticipated residential development projects, most if not all of this shortfall is expected to be covered with Public Facilities and Park-in-Lieu development impact fee revenues to be received by Spring of 2024 when the project construction is scheduled to begin or shortly thereafter.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *AD FOR MDD*  
Adopt the Resolution:

1. Authorizing the City Manager to execute the First Amendment to the Professional Services Agreement with HMC Group DBA HMC Architects for additional architectural, engineering, landscape architectural and environmental services relating to the design of the Santee Community Center (CIP 2018-31) project for an additional amount not to exceed \$207,650; and
2. Authorizing the City Manager to approve additional amendments to the Professional Services Agreement as needed for additional architectural, engineering, landscape architectural and environmental services relating to the design of the Santee Community Center (CIP 2018-31) in an additional total amount not to exceed \$67,883.

**ATTACHMENTS**

Resolution

**RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH HMC GROUP DBA HMC  
ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE  
ARCHITECTURAL AND ENVIRONMENTAL DESIGN 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**, HMC Architects has completed the preliminary design stages of the project including a 50% design development concept plan, and Staff has reviewed the proposed concept plan and has identified four items which were not included in HMC Architects’ original scope of services which are recommended to complete the project; and

**WHEREAS**, the First Amendment to the Agreement would expand the Scope of Services by providing additional architectural, engineering, landscape architectural and environmental 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

**WHEREAS**, staff also requests authorization for the City Manager to execute additional amendments to the Agreement in a total amount not to exceed \$67,883 for additional architectural, engineering, landscape architectural and environmental design services that may be necessary as the project enters into the design deliverable phase; and

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

**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 First Amendment to the Agreement with HMC Group DBA HMC Architects in the amount not to exceed \$207,650.

**SECTION 3:** The City Manager is authorized to execute additional amendments to the Agreement with HMC Group DBA HMC Architects in a total amount not to exceed \$67,883 for additional architectural, engineering, landscape architectural and environmental design services 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 24<sup>th</sup> day of August, 2022 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

**MEETING DATE** August 24, 2022

**ITEM TITLE** SELECTION OF VOTING REPRESENTATIVE AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES' ANNUAL CONFERENCE

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

**SUMMARY**

The League of California Cities 2022 Annual Conference is scheduled for September 7-9, 2022, in Long Beach, California. Notice has been received from the League requesting each City select a voting representative and alternate, specifically for the Annual Business Meeting. At this meeting, the League membership considers and takes action on Resolutions that establish League policy.

**FINANCIAL STATEMENT** N/A

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

**RECOMMENDATION** *AD for MOB*

Select a voting representative and alternate to attend the Annual Business Meeting and direct the City Clerk to complete and forward the Voting Delegate/Alternate form to the League of California Cities.

**ATTACHMENT**

None.

**MEETING DATE** August 24, 2022

**ITEM TITLE** APPOINTMENT TO THE OFFICE OF MEMBER OF THE CITY COUNCIL OF THE CITY OF SANTEE FOR DISTRICT 1 AND DISTRICT 2, DUE TO INSUFFICIENT NOMINEES FOR THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION, OR PROVISION OF DIRECTION TO HOLD THE ELECTION

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

**SUMMARY**

The City of Santee (City) is scheduled to conduct a General Municipal Election on November 8, 2022 for the purpose of electing one Member of the City Council for District 1 and one Member of the City Council for District 2. The candidate filing period for the November election occurred from Monday, July 18, 2022, at 8:00 a.m. to Friday, August 12, 2022, at 5:00 p.m.

As of the close of the nomination period on August 12, 2022, at 5:00 p.m., there were not more candidates than offices to be elected. Incumbents Rob McNelis (Council Member – District 1) and Ronn Hall (Council Member – District 2) were the only candidates who were nominated and qualified for the November 2022 election.

If no more candidates file for office than there are offices to be filled and if there are no other offices or measures on the ballot, Elections Code Section 10229 allows the City Council to either (1) appoint to the office the person who has been nominated or (2) hold the election. If the Council wishes to appoint, it must be done by August 25, 2022, otherwise an election will be held.

The person(s) appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

A notice of these facts was published in the San Diego Union-Tribune on August 17, 2022. If an appointment is made, the November election for the City is canceled.

If the Council makes an appointment, the City Clerk shall not accept for filing any statements of write-in candidacy which are submitted after the appointments are made.

**FINANCIAL STATEMENT** *fm*

The City would save approximately \$16,000.00 to \$36,000.00 if an election is not conducted.

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

**RECOMMENDATION** *AD for MAB*

1. Adopt Resolution appointing Rob McNelis as Council Member for District 1, with a term ending December 2026, and Ronn Hall as Council Member for District 2, with a term ending December 2026; or
2. Direct an election to be held.

**ATTACHMENT**

Resolution



**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
APPOINTING ROB MCNELIS TO THE OFFICE OF MEMBER OF THE CITY  
COUNCIL, DISTRICT 1 AND APPOINTING RONN HALL TO THE OFFICE OF  
MEMBER OF THE CITY COUNCIL, DISTRICT 2**

**WHEREAS**, on June 8, 2022, the City Council of the City of Santee ("City") called a General Municipal Election to be held in this City on Tuesday, November 8, 2022, for the purpose of electing one Member of the City Council for District 1 and one Member of the City Council for District 2; and

**WHEREAS**, at the close of the nomination period on August 12, 2022, 5:00 p.m., there are not more candidates than offices to be elected and the one person nominated and qualified for the office of Member of the City Council, District 1 is Rob McNelis, the incumbent, and the one person nominated and qualified for the office of Member of the City Council, District 2 is Ronn Hall, the incumbent; and

**WHEREAS**, a notice of these facts was published on August 17, 2022, in the San Diego Union-Tribune, a newspaper of general circulation in the City pursuant to Section 6061 of the Government Code; and

**WHEREAS**, Election Code Section 10229 allows one of the following courses of action to be taken by the City:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

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

**SECTION 1.** That pursuant to the requirements of California Elections Code Section 10229, the following persons are hereby appointed to the office for which they were nominated for the following terms:

| <u>Name</u> | <u>Office</u>                          | <u>Term</u> |
|-------------|--|-------------|
| Rob McNelis | Member of the City Council, District 1 | Four Years  |
| Ronn Hall   | Member of the City Council, District 2 | Four Years  |

**SECTION 2.** The persons appointed by this Resolution shall qualify and take office and serve exactly as if elected at the municipal election for the office.

**SECTION 3.** By adopting this Resolution and making the appointments in Section 1 above, the General Municipal Election for the City of Santee, to be held on November 8, 2022, is hereby canceled.

**RESOLUTION NO.**

**SECTION 4.** The City Clerk is hereby directed to file certified copies of this Resolution with the Board of Supervisors and the Registrar of Voters of the County of San Diego and post in the City's designated posting places.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 24<sup>th</sup> day of August, 2022, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**JOHN W. MINTO, MAYOR**

**ATTEST:**

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**ANNETTE ORTIZ, CMC, CITY CLERK**