



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

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

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

**MEETING INFORMATION**

**Wednesday, May 12, 2021**  
**6:30 p.m.**  
**Council Chambers | Building 2**  
**10601 Magnolia Ave • Santee, CA 92071**  
**Virtual Option – Details Below**

**Staff**  
 Assistant to the City Manager | Kathy Valverde  
 Community Services Director | Bill Maertz  
 Development Services Director | Melanie Kush  
 Finance Director/Treasurer | Tim McDermott  
 Fire & Life Safety Director/Fire Chief | John Garlow  
 Human Resources Director | Erica Hardy  
 Law Enforcement | Captain Christina Bavencoff

**GOVERNOR’S EXECUTIVE ORDER N-29-20**  
**RE: CORONAVIRUS COVID-19**

This meeting will be conducted pursuant to the provisions of the Governor’s Executive Order which suspends certain requirements of the Ralph M. Brown Act. In an effort to protect public health and prevent the spread of COVID-19, the City Council meeting on Wednesday May 12, 2021, will be conducted both in person, and via webinar/telephonically.

**VIRTUAL MEETING OPTIONS\*\***

**TO WATCH (via online)**

<https://attendee.gotowebinar.com/register/5096050992055704080>

**TO LISTEN (via telephone)**

(619) 678-0714, a pin number will be required, please enter 690-558-400#.

**IN-PERSON ATTENDANCE**

Please be advised that audience seating will be limited to approximately 25 members of the public, in order to maintain the maximum 50% capacity in the Council Chambers, as required by public health orders. Seating will be provided on a first-come, first-served basis, and a minimum six-foot distance between attendees is required. Overflow seating will be available in the courtyard outside of the Council Chambers on a first-come, first-served basis, and a minimum six-foot distance between attendees is required. Live audio of the Council Meeting will be broadcast over loudspeakers in the overflow seating area. Additionally, all attendees (whether seated inside or in the courtyard) are advised to adhere to California Department of Public Health and San Diego County Public Health Officer guidance with respect to the wearing of a mask or face covering.

**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, adhering to the safety protocols of wearing a mask and remaining six feet apart, or register for the webinar with the link above and email the City Clerk at [CityClerk@CityofSanteeCa.gov](mailto:CityClerk@CityofSanteeCa.gov) with the name that you registered with and the item(s) you wish to speak on. Your name will be called when it is time to speak.

**NOTE:** Public Comment will be limited to 3 minutes and will continue to be accepted until the item is voted on. The timer will begin when the participant begins speaking.



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

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

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATION:** Santee City Cup (Formerly Jack E. Dale Cup, Formerly Mayor's Cup)  
Trophy Presentation: Varsity Football Game Between Santana and  
West Hills High Schools

**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 April 14, 2021, and April 28, 2021 Regular Meeting Minutes. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**

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

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



**NEW BUSINESS:**

- (4) **Resolution Prohibiting Parking of Vehicles Over Eight Feet in Height Between the Hours of 12 AM and 6 AM on Cottonwood Avenue Between Mission Gorge Road and Prospect Avenue. (Development Services – Kush)**

Recommendation:

Adopt the Resolution prohibiting parking of vehicles over eight feet in height from the hours of 12 AM to 6 AM on Cottonwood Avenue between Mission Gorge Road and Prospect Avenue and authorizing the installation of signs providing notice of the restriction.

- (5) **Resolution Prohibiting Parking of Vehicles Over Eight Feet in Height Between the Hours of 12 AM and 6 AM on Mission Greens Road Between Mission Gorge Road and Buena Vista Avenue. (Development Services – Kush)**

Recommendation:

Adopt the Resolution prohibiting parking of vehicles over eight feet in height from the hours of 12 AM to 6 AM on Mission Greens Road between Mission Gorge Road and Buena Vista Avenue and authorizing the installation of signs providing notice of the restriction.

- (6) **Resolution Authorizing the City Manager to Execute a Professional Services Agreement with HMC Group dba HMC Architects for Architectural, Engineering, Landscape Architectural and Environmental Design Services for the Santee Community Center Phase 1 Project and Appropriating Funds. (Community Services – Maertz)**

Recommendation:

Adopt the Resolution authorizing the award of the contract for architectural, engineering, landscape architectural and environmental design services for the Santee Community Center Phase 1 Project to HMC Group dba HMC Architects in an amount not to exceed \$1,230,000.00 and appropriating funds.

- (7) **Community Choice Aggregation (CCA) Update. (City Manager’s Office – Valverde)**

Recommendation:

Provide direction to staff.

- (8) **Cannabis Workshop. (City Manager – Best)**

Recommendation:

Consider the information provided and provide direction to staff on possible future actions as needed.



**(9) Recommendation from the Salary Setting Advisory Committee Regarding Compensation for the Mayor and City Council. (City Clerk - Ortiz)**

Recommendation:

Receive recommendation and provide direction to staff.

**(10) Resolution Authorizing the Execution of a Master Equity Lease Agreement and Related Documents with Enterprise Fleet Management, Inc. for the Phased Replacement of the City's Light Duty Fleet per Sourcewell Contract #060618-EFM. (Finance/Fire – McDermott/Garlow)**

Recommendation:

Adopt the Resolution authorizing the execution of a Master Equity Lease Agreement and related documents with Enterprise Fleet Management, Inc.

**(11) Resolution Awarding a Contract for the Purchase of Emergency Medical Services Supplies on an As-Needed Basis to Life-Assist, Inc., per National Purchasing Partners DBA NPPGOV Contract #PS20180. (Fire – Garlow)**

Recommendation:

Adopt the Resolution awarding a contract for the purchase of emergency medical services supplies on an as-needed basis to Life-Assist, Inc., per NPPGov Contract #PS20180 with a term of July 1, 2021, through May 28, 2023, for an amount not to exceed \$160,000.00 per fiscal year and authorizing the City Manager to execute all related documents.

**(12) Report on the Status of Mesa Road in the City of Santee, and Paved Surface Conditions. (Development Services – Kush)**

Recommendation:

Receive staff presentation.

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

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

**CITY COUNCIL REPORTS:**

**CITY MANAGER REPORTS:**

**CITY ATTORNEY REPORTS:**

**CLOSED SESSION:**

**ADJOURNMENT:**



**BOARDS, COMMISSIONS & COMMITTEES**  
**MAY & JUNE MEETINGS**

May	06	SPARC	Council Chambers
May	10	Community Oriented Policing Committee	Council Chambers
May	12	Council Meeting	Council Chambers
May	26	Council Meeting	Council Chambers
Jun	03	SPARC	Council Chambers
Jun	09	Community Oriented Policing Committee	Council Chambers
Jun	14	Council Meeting	Council Chambers
Jun	23	Council Meeting	Council Chambers

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

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

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



**MEETING DATE** May 12, 2021

**ITEM TITLE** SANTEE CITY CUP (FORMERLY JACK E. DALE CUP, FORMERLY MAYOR'S CUP) TROPHY PRESENTATION: VARSITY FOOTBALL GAME BETWEEN SANTANA AND WEST HILLS HIGH SCHOOLS

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

**SUMMARY**

The cross-town rival championship trophy was begun in 1990 by then Mayor Jack E. Dale, to promote friendly competition between the high school varsity football teams.

The Mayor's Cup has been designed as a perpetual trophy. In 2021, the cup was renamed, The Santee City Cup.

This year's game, held at West Hills High School on Friday, April 16, 2021, was won by West Hills High School. Past presentations have been made to:

1990 West Hills	2000-2001 West Hills	2012-2018 West Hills
1991-1993 Santana	2002 Santana	2019 Santana
1994-1998 West Hills	2003-2009 West Hills	2020 no game
199 Santana	2010-2011 Santana	

In addition to signifying the City's support of both schools and their student bodies, it is hoped that this presentation will reinforce positive values such as teamwork, community spirit, good sportsmanship and the strive for excellence.

**FINANCIAL STATEMENT**

N/A

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

**RECOMMENDATION**

N/A

**ATTACHMENT**

N/A



**MEETING DATE** May 12, 2021

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

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

**SUMMARY**

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

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

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

**FINANCIAL STATEMENT**

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** May 12, 2021

**ITEM TITLE** APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE APRIL 14, 2021, AND APRIL 28, 2021, 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

- April 14, 2021
- April 28, 2021



# DRAFT

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

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

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

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

**INVOCATION** was given by Tyrone Hatch – The Church of Jesus Christ of Latter-day Saints

**PLEDGE OF ALLEGIANCE** was led by Council Member Trotter

**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 March 24, 2021, Regular Meeting. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Adoption of a Resolution Accepting the Public Improvements for the East County Estates Project (TM2005-13) as Complete. Location: 8530-8548 Rhone Road and 9432-9440 Slope Street. (Development Services – Kush)**

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

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

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

- (A) Kevin Prescott discussed the need for a skate park in the City of Santee.

**NEW BUSINESS:****(5) A Report on the Status of the Housing Element Update. (Development Services – Kush)**

The Director of Development Services introduced the Item and the Associate Planner provided a PowerPoint presentation.

Mayor Minto requested staff be mindful of the changes brought on by SB 828.

Council Member Koval urged staff to pay attention to the parking situation when the policy is made for the City.

Vice Mayor McNelis concurred with the importance of parking; he stated all segments of housing need to be built.

**ACTION:** Direction was given to staff.

**(6) Resolution Awarding the Construction Contract for the Santee Lakes Storm Drain Replacement Project (CIP 2020-24) and Determining a Categorical Exemption Pursuant to Section 15302(c) of the California Environmental Quality Act. (Development Services – Kush)**

Council Member Koval registered an abstention, muted her microphone and turned off her camera at 6:42 p.m.

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

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

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

Council Member Koval rejoined the meeting at 7:04 p.m.

**(7) Resolution Awarding the Construction Contract for the Traffic Signal Visibility Enhancement Project CIP 2020-05, HSIPL 5429 (032). (Development Services – Kush)**

The Director of Development Services introduced the Item and provided a PowerPoint presentation and responded to Council questions.

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

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

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

None.

**CITY COUNCIL REPORTS:**

Council Member Trotter reported that he received positive feedback on the District 4 Town Hall meeting held on April 7; he posed a friendly wager on the Santana High School versus West Hills High School football game on April 16; he mentioned the work being done to have a Veterans Memorial in the City of Santee, on the bridge over Santee Lakes at Mast Boulevard.

Council Member Koval mentioned the park improvement project at Santee Lakes; she stated that June of 2021 is Santee Lakes 60<sup>th</sup> Anniversary and there will be more information to follow.

**CITY MANAGER REPORTS:**

The City Manager reported that the City will soon be transitioning to in person meetings; she stated that SanteeTV will potentially start broadcasting for the June 9 Council meeting; she mentioned the support letter to Congressman Issa that is located on the City website to address some of the priorities in the City.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

Council Members recessed at 7:20 p.m. and convened in Closed Session at 7:20 p.m.

**(8) CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code Section 54957.6)

City Designated Representative: City Manager

Unrepresented employees: All unrepresented employees other than the City Manager

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

(Government Code section 54956.9(d)(1))

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

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

**(10) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Government Code section 54956.8)

Property: Parcel 4 of Parcel Map 18857 located in Trolley Square (Library site)

City Negotiator: City Manager

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

Under Negotiation: Price and terms of payment

Council Members reconvened in Open Session at 8:06 p.m. with all members present. Vice Mayor McNelis reported that on Items 8, 9 and 10 direction was given to staff.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:06 p.m.

Date Approved:

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Annette Ortiz, CMC, City Clerk

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
April 28, 2021**

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

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

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

**INVOCATION** was given by Carlton Hills Evangelical Lutheran Church – Reverend Andreas Walker-Thode

**PLEDGE OF ALLEGIANCE** was led by Mayor Minto

**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) Approval of the Expenditure of \$50,913.07 for March 2021 Legal Services and Reimbursable Costs. (Finance – McDermott)
- (4) Adoption of a Resolution Initiating Proceedings and Ordering the Preparation of An Engineer's Report for The FY 2021-22 Santee Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott)
- (5) Adoption of a Resolution Initiating Proceedings and Ordering the Preparation of An Engineer's Report for The FY 2021-22 Town Center Landscape Maintenance District Annual Levy of Assessments. (Finance – McDermott)
- (6) Adoption of a Resolution Initiating Proceedings and Ordering the Preparation of An Engineer's Report for The FY 2021-22 Santee Roadway Lighting District Annual Levy of Assessments. (Finance – McDermott)

- (7) Adoption of a Resolution Authorizing the Installation of a School Loading Zone on Jeremy Street for Hill Creek School. (Development Services – Kush)
- (8) Claim Against the City by Deborah Smith. (Human Resources – Hardy)
- (9) Approval of Sixth Amendment to Heartland Fire Training Authority Joint Powers Agreement (JPA). (Fire – Garlow)
- (10) Adoption of a Resolution Authorizing the Installation of All-Way Stop Control on Ironwood Avenue at the Intersection with Alphonse Street. (Development Services – Kush)
- (11) Consideration of Extension of the Exclusive Negotiation Agreement Between the City of Santee and Excel Acquisitions, LLC for Development of Real Property Known as Parcel 4 of Parcel Map 18857 Located in Trolley Square, and to Increase the Not to Exceed Amount of the Initial Deposit to \$40,000.00. (City Manager – Best)

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

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

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

None

**PUBLIC HEARING:**

- (12) Public Hearing for a Conditional Use Permit (P2019-5) and a Mitigated Negative Declaration (AEIS2019-10) Prepared Pursuant to the California Environmental Quality Act (CEQA) for a Self-Storage and Recreational Vehicle (RV) Storage Facility, Truck Rentals and a Caretaker's Residence at 8708 Cottonwood Avenue (Applicant: All Right Storage, L.P.) Assessor's Parcel Number: 384-370-25. (Development Services – Kush)

The Public Hearing was opened at 6:39 p.m. The Director of Development Services introduced the Item and the Associate Planner provided a PowerPoint presentation.

**PUBLIC SPEAKER:**

- Chrestina Gorgees

Council Member Hall moved to have the item brought back to Council, prior to phase 2.

Motion by Council Member Hall fails for lack of a second.

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

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

The Public Hearing was closed at 7:09 p.m.

**(13) A Public Hearing to Adopt a Resolution Approving the Program Year 2021 Annual Action Plan and Authorizing the City Manager to Submit a Grant Application for Community Development Block Grant (CDBG) Funds to the Department of Housing and Urban Development (HUD). (Development Services – Kush)**

The Public Hearing was opened at 7:09 p.m. The Director of Development Services introduced the Item and the Senior Management Analyst provided a PowerPoint presentation.

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

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

The Public Hearing was closed at 7:13 p.m.

**NEW BUSINESS:**

**(14) Workshop on Solid Waste and SB 1383 Implementation. (Community Services – Maertz)**

The Director of Community Services introduced the Item and the Management Analyst and Kristine Costas, Waste Management, provided a PowerPoint presentation.

**ACTION:** Direction was given to staff.

**(15) Appropriation of Funds for SanteeTV Implementation Costs. (City Manager – Best)**

The City Manager introduced the Item and the Marketing Coordinator provided a PowerPoint presentation.

**ACTION:** Mayor Minto moved to authorize an appropriation of an amount up to and not to exceed \$25,000.00 to implement and launch SanteeTV, prior to the end of the fiscal year.

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

**(16) Resolution Authorizing the Execution of a Professional Services Agreement with SDI Presence LLC for the Procurement of an Automated Land Management and Permitting System. (Development Services – Kush)**

The Director of Development Services introduced the Item and the and responded to Council questions.

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

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

**(17) Authorize a Third Amendment to the Agreement for Professional Services Between the City of Santee and Fireworks & Stage FX America for an Amount Not to Exceed \$30,000.00. (Community Services – Maertz)**

The Director of Community Services introduced the Item and responded to Council questions.

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

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

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

None.

**CITY COUNCIL REPORTS:**

Council Member Trotter reported on the win for West Hills High School for the Santee City Cup against Santana High School football game.

**CITY MANAGER REPORTS:**



The City Manager reported that the Santree Scavenger Hunt information is available on the City website; she mentioned the Fido Fest event and the vaccination clinic at Santee City Hall on May 2; she congratulated Mike Poppy for his years of service to the City of Santee and on his retirement; she mentioned that Recreation Leader Emily Toliver received an award for best part time Recreation Leader by the County; she reported on the status of in person Council meetings.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:27 p.m.

Date Approved:

\_\_\_\_\_  
Annette Ortiz, CMC, City Clerk

**MEETING DATE** May 12, 2021

**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>
04/21/2021	Accounts Payable	\$ 15,734.86
04/22/2021	Payroll	385,411.82
04/22/2021	Accounts Payable	147,969.88
04/26/2021	Accounts Payable	150,819.46
04/27/2021	Accounts Payable	122,209.71
04/29/2021	Accounts Payable	1,497,283.13
05/03/2021	Retiree Health	<u>5,385.00</u>
	TOTAL	<u>\$2,324,813.86</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.

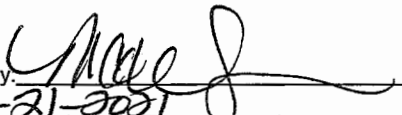
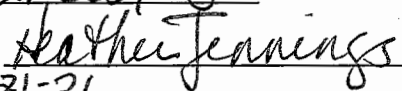
  
\_\_\_\_\_  
Tim K. McDermott, Director of Finance

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127304	4/21/2021	12724 AMERICAN FIDELITY ASSURANCE	D300535		VOLUNTARY LIFE INS-AM FIDELITY	5,200.88
					<b>Total :</b>	<b>5,200.88</b>
127305	4/21/2021	12903 AMERICAN FIDELITY ASSURANCE CO	6000053		FLEXIBLE SPENDING ACCOUNT	1,793.48
					<b>Total :</b>	<b>1,793.48</b>
127306	4/21/2021	12722 FIDELITY SECURITY LIFE	164743043		EYEMED - VOLUNTARY VISION	860.94
					<b>Total :</b>	<b>860.94</b>
127307	4/21/2021	10508 LIFE INSURANCE COMPANY OF	April 2021		LIFE/LTD INSURANCE	2,773.58
					<b>Total :</b>	<b>2,773.58</b>
127308	4/21/2021	10784 NATIONAL UNION FIRE INSURANCE	April 2021		VOLUNTARY AD&D	83.25
					<b>Total :</b>	<b>83.25</b>
127309	4/21/2021	10335 SAN DIEGO FIREFIGHTERS FEDERAL	April 2021		LONG TERM DISABILITY-SFFA	1,327.50
					<b>Total :</b>	<b>1,327.50</b>
127310	4/21/2021	10424 SANTEE FIREFIGHTERS	PPE 04/14/21		DUES/PEC/BENEVOLENT/BC EXP	2,629.35
					<b>Total :</b>	<b>2,629.35</b>
127311	4/21/2021	12892 SELMAN & COMPANY, LLC	April 2021		ID THEFT PROTECTION	180.00
					<b>Total :</b>	<b>180.00</b>
127312	4/21/2021	10776 STATE OF CALIFORNIA	PPE 04/14/21		WITHHOLDING ORDER	308.30
					<b>Total :</b>	<b>308.30</b>
127313	4/21/2021	10001 US BANK	PPE 04/14/21		PARS RETIREMENT	577.58
					<b>Total :</b>	<b>577.58</b>
<b>10 Vouchers for bank code : ubgen</b>						<b>Bank total : 15,734.86</b>
<b>10 Vouchers in this report</b>						<b>Total vouchers : 15,734.86</b>

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by:   
Date: 4-21-2021  
Approved by:   
Date: 4-21-21

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127314	4/22/2021	12740 ALPHA CARD SYSTEMS	INV6561990		ID CARD SUPPLIES	319.38
					<b>Total :</b>	<b>319.38</b>
127315	4/22/2021	10189 ATTENTION GETTERS DESIGN INC	48128	52987	VEHICLE SUPPLIES	51.96
					<b>Total :</b>	<b>51.96</b>
127316	4/22/2021	10516 AWARDS BY NAVAJO	0221380	52989	NAMETAG	11.85
					<b>Total :</b>	<b>11.85</b>
127317	4/22/2021	11748 BAGLEY, AARON	04162021		TUITION REIMBURSEMENT	888.75
					<b>Total :</b>	<b>888.75</b>
127318	4/22/2021	10021 BOUND TREE MEDICAL LLC	84006950	53230	EMS SUPPLIES	181.06
			84006951	53230	EMS SUPPLIES	29.63
			84008800	53230	EMS SUPPLIES	385.62
					<b>Total :</b>	<b>596.31</b>
127319	4/22/2021	10478 CALIFORNIA DEPARTMENT OF	JAN-MAR 2020		USE TAX JAN - MARCH 2021	634.00
					<b>Total :</b>	<b>634.00</b>
127320	4/22/2021	10876 CANON SOLUTIONS AMERICA INC	4040306627	53113	SCANNER MAINTENANCE	96.78
			4040306628	53113	PLOTTER MAINT & USAGE	122.88
					<b>Total :</b>	<b>219.66</b>
127321	4/22/2021	11190 CDCE INC	138303-A	53300	MOBILE DATA COMPUTERS	6,665.42
					<b>Total :</b>	<b>6,665.42</b>
127322	4/22/2021	10032 CINTAS CORPORATION #694	4080029516	53084	UNIFORM/PARTS CLEANER RNTL	62.48
					<b>Total :</b>	<b>62.48</b>
127323	4/22/2021	10711 COUNTY OF SAN DIEGO	SDR_IO_004		SD RIVER INVESTIGATIVE ORDER	14,657.00
					<b>Total :</b>	<b>14,657.00</b>
127324	4/22/2021	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	187.39
					<b>Total :</b>	<b>187.39</b>
127325	4/22/2021	10333 COX COMMUNICATIONS	001 3110 038997401		10601 MAGNOLIA - SANTEE TV	159.75

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127325	4/22/2021	10333 10333 COX COMMUNICATIONS	(Continued)			Total : 159.75
127326	4/22/2021	12438 DIESEL PRINT CO, LLC	2494	53315	STAFF POLO SHIRTS	584.44
						Total : 584.44
127327	4/22/2021	11295 DOKKEN ENGINEERING	38287	52440	CULVERT ASSESSMENT PROJECT	72,314.00
						Total : 72,314.00
127328	4/22/2021	12593 ELLISON WILSON ADVOCACY, LLC	2021-02-10 2021-03-10	53132 53132	LEGISLATIVE ADVOCACY SERVICE LEGISLATIVE ADVOCACY SERVICE	1,500.00 1,500.00
						Total : 3,000.00
127329	4/22/2021	14216 EXTREME SAFETY INC.	00099457	53316	2018 EDITION SCBA COURSE	1,535.00
						Total : 1,535.00
127330	4/22/2021	10009 FIRE ETC	153128	53051	EQUIPMENT SERVICE	290.93
						Total : 290.93
127331	4/22/2021	12760 FOCUS PSYCHOLOGICAL	SANTEE2021-2	53032	COUNSELING SERVICES	750.00
						Total : 750.00
127332	4/22/2021	13597 GCR MARKETING NETWORK	2		WEBSITE DEMOGRAPHIC UPDATE	600.00
						Total : 600.00
127333	4/22/2021	10256 HOME DEPOT CREDIT SERVICES	H0673-239882	53088	STATION SUPPLIES	49.44
						Total : 49.44
127334	4/22/2021	14255 JAMES (JAMIE) ENERING	Ref000070706		REFUND - DUPLICATE APPLICATIO	39.50
						Total : 39.50
127335	4/22/2021	10079 MEDICO HEALTHCARE LINEN	20379922 20379924	53090 53090	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.62 13.01
						Total : 33.63
127336	4/22/2021	10085 NATIONAL SAFETY COMPLIANCE INC	85384		DRUG/ALCOHOL TESTING	200.47
						Total : 200.47
127337	4/22/2021	13369 NATIONWIDE MEDICAL	7950	53012	PHARMACEUTICALS	421.20

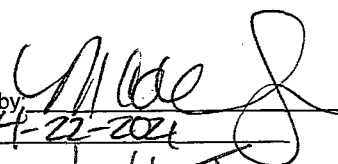
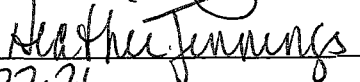
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127337	4/22/2021	13369 13369 NATIONWIDE MEDICAL	(Continued)			Total : 421.20
127338	4/22/2021	13056 PACIFIC SWEEPING	153313	53073	STREET SWEEPING SVCS	15,839.98
						Total : 15,839.98
127339	4/22/2021	10344 PADRE DAM MUNICIPAL WATER DIST	90000366		GROUP BILL	17,877.02
						Total : 17,877.02
127340	4/22/2021	10442 PAYCO SPECIALTIES	1768-03-2021	53166	STREET STRIPING MAINTENANCE	448.40
						Total : 448.40
127341	4/22/2021	10101 PROFESSIONAL MEDICAL SUPPLY	B014187	53094	OXYGEN CYLINDERS & REFILLS	91.14
			B014188	53094	OXYGEN CYLINDERS & REFILLS	52.08
						Total : 143.22
127342	4/22/2021	12062 PURETEC INDUSTRIAL WATER	1877118	53061	DEIONIZED WATER SERVICE	54.69
			1877119	53061	DEIONIZED WATER SERVICE	36.47
						Total : 91.16
127343	4/22/2021	13171 SC COMMERCIAL, LLC	1838153-IN	53077	DELIVERED FUEL	342.88
			1840041-IN	53077	DELIVERED FUEL	572.79
						Total : 915.67
127344	4/22/2021	13554 SC FUELS	0368719	53078	FLEET CARD FUELING	1,528.48
			0373004	53078	FLEET CARD FUELING	896.72
						Total : 2,425.20
127345	4/22/2021	10585 SHARP REES-STEALY MEDICAL	354649671		HEARING TEST	47.00
			354650227		HEARING TEST	47.00
			354674513		HEARING TEST	47.00
			354761391		DMV EXAM	110.00
						Total : 251.00
127346	4/22/2021	13162 SOCAL PPE	3008	53337	TURNOUT RENTAL	538.75
			3010	53037	TURNOUT INSPECTIONS & MAINTENANCE	788.00
						Total : 1,326.75
127347	4/22/2021	10837 SOUTHWEST TRAFFIC SIGNAL	80879	53159	TRAFFIC SIGNAL SERVICE CALLS	2,060.00



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127347	4/22/2021	10837	10837 SOUTHWEST TRAFFIC SIGNAL	(Continued)		Total : 2,060.00
127348	4/22/2021	10837	SOUTHWEST TRAFFIC SIGNAL	80877 80878	53159 USA MARKOUTS 53159 MISC SAFETYLIGHTS	80.00 105.00 Total : 185.00
127349	4/22/2021	10217	STAPLES ADVANTAGE	3472819648	53098 OFFICE SUPPLIES	62.51 Total : 62.51
127350	4/22/2021	10250	THE EAST COUNTY	00104290	NOTICE OF PUBLIC HEARINGS - CI	192.50 Total : 192.50
127351	4/22/2021	10475	VERIZON WIRELESS	9877374691	CELL PHONE SERVICE	1,275.40 Total : 1,275.40
127352	4/22/2021	10318	ZOLL MEDICAL CORPORATION	3258178 3258423	53149 EMS SUPPLIES 53149 EMS SUPPLIES	126.71 476.80 Total : 603.51
39 Vouchers for bank code : ubgen						Bank total : 147,969.88
39 Vouchers in this report						Total vouchers : 147,969.88

Prepared by:   
Date: 4-22-2021  
Approved by:   
Date: 4-22-21

Bank code : ubgen


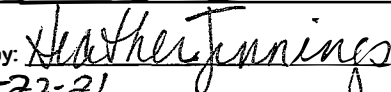
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12513	4/26/2021	10955 DEPARTMENT OF THE TREASURY	PPE 04/14/21		FED WITHHOLD & MEDICARE	84,600.87
					Total :	84,600.87
12527	4/26/2021	10956 FRANCHISE TAX BOARD	PPE 04/14/21		CA STATE TAX WITHHELD	28,597.13
					Total :	28,597.13
523911	4/26/2021	10959 VANTAGE TRANSFER AGENT/457	PPE 04/14/21		ICMA - 457	33,536.24
					Total :	33,536.24
523940	4/26/2021	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 04/14/21		RETIREE HSA	4,085.22
					Total :	4,085.22

4 Vouchers for bank code : ubgen

Bank total : 150,819.46

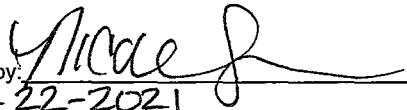
4 Vouchers in this report

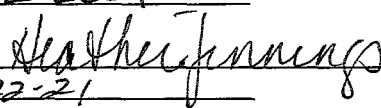
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Prepared by:   
Date: 4-22-2021  
Approved by:   
Date: 4-22-21

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
4213	4/27/2021	10353 PERS	04 21 3		RET PYMT/REPL BENEFIT FUND	122,209.71	
						<b>Total :</b>	<b>122,209.71</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>122,209.71</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>122,209.71</b>

Prepared by:   
Date: 4-22-2021

Approved by:   
Date: 4-22-21

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127353	4/29/2021	14260 ACOSTA, ROSI	4222021		NOTARY FEE REIMBURSEMENT	96.00
					Total :	96.00
127354	4/29/2021	14246 ADVANCED FIRE CONTROL, LLC	OE-15	53339	CLASS REGISTRATION	840.50
					Total :	840.50
127355	4/29/2021	10292 ALL STAR FIRE EQUIPMENT INC	230967	53332	HELMETS	642.26
					Total :	642.26
127356	4/29/2021	14241 ALL-AMERICAN LEADERSHIP	20218	53333	ONLINE LEADERSHIP TRAINING	4,000.00
					Total :	4,000.00
127357	4/29/2021	10510 AMAZON WEB SERVICES, INC	717550745	53268	CLOUD STORAGE	166.69
					Total :	166.69
127358	4/29/2021	14264 AMENT ART & RESALE	Ref000070816		LI Refund Cst #25149	41.00
					Total :	41.00
127359	4/29/2021	11445 AMERICAN MESSAGING	L1072898VD		FD PAGER SERVICE	165.00
					Total :	165.00
127360	4/29/2021	14257 ASTIR GIRL	Ref000070711		CORRECTED LICENSE TYPE REFU	41.00
					Total :	41.00
127361	4/29/2021	10412 AT&T	301053963		MAST PARK	90.95
					Total :	90.95
127362	4/29/2021	12951 BERRY, BONNIE F.	May 1, 2021		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
127363	4/29/2021	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS MAR 2021		LEGAL SVCS MAR 2021	50,913.07
					Total :	50,913.07
127364	4/29/2021	11513 BOND, ELLEN	05012021-263		MEADOWBROOK HARDSHIP PROG	61.55
					Total :	61.55
127365	4/29/2021	10021 BOUND TREE MEDICAL LLC	84016380	53230	EMS SUPPLIES	769.94

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127365	4/29/2021	10021 10021 BOUND TREE MEDICAL LLC	(Continued)			Total : 769.94
127366	4/29/2021	11402 CARROLL, JUDI	05012021-96		MEADOWBROOK HARDSHIP PROC	61.70
						Total : 61.70
127367	4/29/2021	10032 CINTAS CORPORATION #694	4080685350	53084	UNIFORM/PARTS CLEANER RNTL	62.48
						Total : 62.48
127368	4/29/2021	11409 CLAYTON, SYLVIA	05012021-340		MEADOWBROOK HARDSHIP PROC	64.57
						Total : 64.57
127369	4/29/2021	10268 COOPER, JACKIE	May 1, 2021		RETIREE HEALTH PAYMENT	91.00
						Total : 91.00
127370	4/29/2021	12153 CORODATA RECORDS	RS4679479	53104	RECORD STORAGE, RETRIEVEL	737.73
						Total : 737.73
127371	4/29/2021	11862 CORODATA SHREDDING INC	DN1309648	53115	SECURE DESTRUCTION SERVICES	42.87
						Total : 42.87
127372	4/29/2021	10171 COUNTY OF SAN DIEGO AUDITOR &	03/2021 AGENCY REV 03/2021 DMV REVENUE 03/2021 PHOENIX REV		03/21 AGENCY PARK CITE REPT 03/21 DMV PARK CITE REPT 03/21 PHOENIX CITE REV REPT	123.75 459.75 1,075.00
						Total : 1,658.50
127373	4/29/2021	10358 COUNTY OF SAN DIEGO	21CTOFSAN09 21CTOFSASN09	53156 53143	SHERIFF RADIOS 800 MHZ ACCESS (FIRE/PS)	3,705.00 1,710.00
						Total : 5,415.00
127374	4/29/2021	10333 COX COMMUNICATIONS	063453006 064114701 066401501		9534 VIA ZAPADOR 8115 ARLETTE ST 10601 N MAGNOLIA AVE	94.75 194.40 8.55
						Total : 297.70
127375	4/29/2021	13582 DOWNSTREAM SERVICES INC	CIP 2020-26-R		RETENTION RELEASE	4,269.85
						Total : 4,269.85
127376	4/29/2021	12593 ELLISON WILSON ADVOCACY, LLC	2021-04-08	53132	LEGISLATIVE ADVOCACY SERVICE	1,500.00

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127376	4/29/2021	12593 12593 ELLISON WILSON ADVOCACY, LLC	(Continued)			Total : 1,500.00
127377	4/29/2021	13565 FAILSAFE TESTING LLC	11509	53197	ANNUAL LADDER INSPECTION	1,400.00
						Total : 1,400.00
127378	4/29/2021	10196 FIRE PREVENTION SERVICES INC	042621		WEED ABATEMENT	1,646.17
						Total : 1,646.17
127379	4/29/2021	14233 FLEETIO	INV-3054	53325	FLEET SOFTWARE SUBSCRIPTION	3,750.00
						Total : 3,750.00
127380	4/29/2021	12760 FOCUS PSYCHOLOGICAL	SANTEE2021-3	53032	COUNSELING SERVICES	750.00
						Total : 750.00
127381	4/29/2021	12638 GEORGE HILLS COMPANY, INC.	INV2021022	53118	LIABILITY CLAIMS ADMINISTRATIOI	1,514.96
						Total : 1,514.96
127382	4/29/2021	12516 HARTMAN, MARK	04102021		EMPLOYEE REIMBURSEMENT	99.00
						Total : 99.00
127383	4/29/2021	10070 HAWTHORNE MACHINERY	P020051845	53004	VEHICLE REPAIR PARTS	123.94
						Total : 123.94
127384	4/29/2021	11196 HD SUPPLY FACILITIES	9190341222	53005	SHOP SUPPLIES	451.21
						Total : 451.21
127385	4/29/2021	10256 HOME DEPOT CREDIT SERVICES	1152912 6162206	53088 53088	TRAINING SUPPLIES STATION SUPPLIES	170.84 166.99
						Total : 337.83
127386	4/29/2021	14166 INTERFAITH SHELTER NETWORK	Sant2101	53299	CDBG-CV RENTALASSISTANCE	4,940.45
						Total : 4,940.45
127387	4/29/2021	10174 LN CURTIS AND SONS	INV474780 INV476258 INV477995	53055 53055 53055	SAFETY APPAREL SAFETY APPAREL SAFETY APPAREL	190.42 477.25 338.04
						Total : 1,005.71

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
127388	4/29/2021	14259 LUNA GRILL	CD20006S		REFUNDABLE DEPOSIT	675.50	
						<b>Total :</b>	<b>675.50</b>
127389	4/29/2021	10538 MEALS ON WHEELS	3-20-21	53199	CDBG SUBRECIPIENT	1,125.00	
						<b>Total :</b>	<b>1,125.00</b>
127390	4/29/2021	10079 MEDICO HEALTHCARE LINEN	20383735	53090	MEDICAL LINEN SERVICE	20.62	
			20383737	53090	MEDICAL LINEN SERVICE	13.01	
						<b>Total :</b>	<b>33.63</b>
127391	4/29/2021	10083 MUNICIPAL EMERGENCY SERVICES	IN1562962	53057	SAFETY APPAREL	429.30	
			IN1566214	53326	STRUCTURE BOOTS	1,732.80	
						<b>Total :</b>	<b>2,162.10</b>
127392	4/29/2021	13369 NATIONWIDE MEDICAL	8118	53012	EMS SUPPLIES	239.10	
						<b>Total :</b>	<b>239.10</b>
127393	4/29/2021	10308 O'REILLY AUTO PARTS	2968-403758	53013	VEHICLE REPAIR PART	122.94	
						<b>Total :</b>	<b>122.94</b>
127394	4/29/2021	10344 PADRE DAM MUNICIPAL WATER DIST	90000367		GROUP BILL	21,459.65	
						<b>Total :</b>	<b>21,459.65</b>
127395	4/29/2021	11442 PATTERSON, LUANNE	05012021-225		MEADOWBROOK HARDSHIP PROC	59.52	
						<b>Total :</b>	<b>59.52</b>
127396	4/29/2021	12237 RAYON, KYLE	May 1, 2021		RETIREE HEALTH PAYMENT	91.00	
						<b>Total :</b>	<b>91.00</b>
127397	4/29/2021	12256 ROE, DARLENE	05012021-318		MEADOWBROOK HARDSHIP PROC	62.56	
						<b>Total :</b>	<b>62.56</b>
127398	4/29/2021	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF-FEB 2021		LAW ENFORCEMENT FEBRUARY 2	1,332,835.69	
						<b>Total :</b>	<b>1,332,835.69</b>
127399	4/29/2021	14172 SAN DIEGO EAST COUNTY CHAMBER	ECHTF - 1	53336	EAST COUNTY HOMELESS TASK F	5,000.00	
						<b>Total :</b>	<b>5,000.00</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127400	4/29/2021	13061 SAN DIEGO HUMANE SOCIETY &	APR-21	53110	ANIMAL CONTROL SERVICES	36,250.00
<b>Total :</b>						<b>36,250.00</b>
127401	4/29/2021	13171 SC COMMERCIAL, LLC	1828874-IN	53077	DELIVERED FUEL	570.20
			1830899-IN	53077	DELIVERED FUEL	529.77
			1842958-IN	53077	DELIVERED FUEL	507.21
			1844987-IN	53077	DELIVERED FUEL	291.71
<b>Total :</b>						<b>1,898.89</b>
127402	4/29/2021	13554 SC FUELS	0374757	53078	FLEET CARD FUELING	1,076.41
<b>Total :</b>						<b>1,076.41</b>
127403	4/29/2021	10585 SHARP REES-STEALY MEDICAL	354656906	53275	PREPLACEMENT PHYSICAL	54.00
			354676327	53275	PREPLACEMENT PHYSICAL	145.00
			354676328	53275	PREPLACEMENT PHYSICAL	61.00
			354698643	53275	PREPLACEMENT PHYSICAL	292.00
			354754828	53275	PREPLACEMENT PHYSICAL	292.00
			354754829	53275	PREPLACEMENT PHYSICAL	42.00
			354754830	53275	PREPLACEMENT PHYSICAL	40.00
			354754831	53275	PREPLACEMENT PHYSICAL	57.00
			354754832	53275	PREPLACEMENT PHYSICAL	56.00
			354823527	53275	PREPLACEMENT PHYSICAL	292.00
			354827383	53275	PREPLACEMENT PHYSICAL	273.00
			354827386	53275	PREPLACEMENT PHYSICAL	57.00
			354880836	53275	PREPLACEMENT PHYSICAL	57.00
			354880838	53275	PREPLACEMENT PHYSICAL	42.00
			354880840	53275	PREPLACEMENT PHYSICAL	40.00
<b>Total :</b>						<b>1,800.00</b>
127404	4/29/2021	14261 SMOSNA, ADAM	04052021		PARAMEDIC LICENSE RENEWAL	225.00
<b>Total :</b>						<b>225.00</b>
127405	4/29/2021	10314 SOUTH COAST EMERGENCY VEHICLE	503294	53096	VEHICLE REPAIR PARTS	271.05
<b>Total :</b>						<b>271.05</b>
127406	4/29/2021	11403 ST. JOHN, LYNNE	05012021-78		MEADOWBROOK HARDSHIP PROC	61.81
<b>Total :</b>						<b>61.81</b>



Voucher List  
CITY OF SANTEE

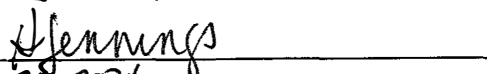
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127407	4/29/2021	10217 STAPLES ADVANTAGE	3473578142	53124	OFFICE SUPPLIES - DDS	60.78
			3473643739	53097	OFFICE SUPPLIES-FINANCE	117.37
					<b>Total :</b>	<b>178.15</b>
127408	4/29/2021	12121 STATE OF CA DEPT OF FORESTRY	FS-S2150089		STATE CERTIFICATIONS	525.00
					<b>Total :</b>	<b>525.00</b>
127409	4/29/2021	10027 STATE OF CALIFORNIA	502918		FINGERPRINT COSTS	256.00
					<b>Total :</b>	<b>256.00</b>
127410	4/29/2021	14262 TIFFANY, BRADFORD	041020		EMPLOYEE REIMBURSEMENT	99.00
					<b>Total :</b>	<b>99.00</b>
127411	4/29/2021	10133 UNDERGROUND SERVICE ALERT	320210701	53172	DIG ALERT SERVICES	150.25
			dsb20201735	53172	DIG ALERT SERVICES - STATE FEE	70.79
					<b>Total :</b>	<b>221.04</b>
127412	4/29/2021	10475 VERIZON WIRELESS	9877374692		WIFI SERVICE	1,144.30
					<b>Total :</b>	<b>1,144.30</b>
127413	4/29/2021	10537 WETMORE'S	06P8729	53029	VEHICLE REPAIR PARTS	253.58
					<b>Total :</b>	<b>253.58</b>
127414	4/29/2021	12930 WILLIAMS, ROCHELLE M.	May 1, 2021		RETIREE HEALTH PAYMENT	91.00
					<b>Total :</b>	<b>91.00</b>
127415	4/29/2021	12641 WITTORFF, VICKY DENISE	May 1, 2021		RETIREE HEALTH PAYMENT	31.00
					<b>Total :</b>	<b>31.00</b>
127416	4/29/2021	10317 WM HEALTHCARE SOLUTIONS INC	11-01065-23003	53030	BIOMEDICAL WASTE DISPOSAL	113.33
			11-01110-83005	53030	BIOMEDICAL WASTE DISPOSAL	113.30
					<b>Total :</b>	<b>226.63</b>
127417	4/29/2021	14263 LOMARDINO, VINCE	Ref000070801		LI Refund Cst #24982	41.00
					<b>Total :</b>	<b>41.00</b>
127418	4/29/2021	10232 XEROX CORPORATION	013048848	53040	XEROX FS #4 MARCH 2021	318.10
			013048849	53041	XEROX FS #5 MARCH 2021	308.85

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127418	4/29/2021	10232	10232 XEROX CORPORATION		(Continued)	Total : 626.95
66 Vouchers for bank code : ubgen						Bank total : 1,497,283.13
66 Vouchers in this report						Total vouchers : 1,497,283.13

Prepared by:   
Date: 4-29-2021

Approved by:   
Date: 4-29-2021

**MEETING DATE** May 12, 2021

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA PROHIBITING PARKING OF VEHICLES OVER EIGHT FEET IN HEIGHT BETWEEN THE HOURS OF 12 AM AND 6 AM ON COTTONWOOD AVENUE BETWEEN MISSION GORGE ROAD AND PROSPECT AVENUE

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

This is a City-initiated request in response to complaints regarding the parking of large vehicles for extended periods of time on Cottonwood Avenue. Staff conducted a survey of all the residents along Cottonwood Avenue and found that seventy-five percent (75%) of the residents were in favor of restricting overnight parking to reduce the number of vehicles stored on the street for extended periods.

Per the California Vehicle Code Section 22507, a local authority may by resolution restrict parking of vehicles that are six feet or more in height during certain hours of the day.

Staff recommends installing "No Parking" Signs that prohibit parking of vehicles over eight feet in height between the hours of 12 AM and 6 AM to discourage storage of large vehicles in the area, as shown on the attached map. Enforcement would be conducted by the City's Code Enforcement staff, and the Sheriff's Department.

**ENVIRONMENTAL REVIEW**

Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15301 - Class 1 Exemption.

**FINANCIAL STATEMENT** 

Staff estimates the total cost to purchase and install the "No Parking" signs will be \$1,600.00. Funding for the installation is included in the adopted fiscal year 2020-21 Gas Tax Fund operating budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Adopt the attached Resolution prohibiting parking of vehicles over eight feet in height from the hours of 12 AM to 6 AM on Cottonwood Avenue between Mission Gorge Road and Prospect Avenue and authorizing the installation of signs providing notice of the restriction.

**ATTACHMENT**

Resolution, with Location of Restriction attached as Exhibit "A"  
Survey Letter



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
PROHIBITING PARKING OF VEHICLES OVER EIGHT FEET IN HEIGHT FROM THE  
HOURS OF 12 AM TO 6 AM ON COTTONWOOD AVENUE BETWEEN MISSION  
GORGE ROAD AND PROSPECT AVENUE**

**WHEREAS**, City Council has received a number of complaints about long-term storage of large vehicles on Cottonwood Avenue from Mission Gorge Road to Prospect Avenue; and

**WHEREAS**, City Council has directed staff to evaluate the necessity for a parking prohibition on this street; and

**WHEREAS**, this street is located within the City of Santee; and

**WHEREAS**, the California Vehicle Code Section 22507 allows a local agency, by ordinance or resolution, to prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height on certain streets or highways, or portions thereof, during all or certain hours of the day; and

**WHEREAS**, limiting overnight parking of vehicles over eight feet in height will help reduce the long-term storage of large vehicles on the street with minimum impact to businesses since the businesses on this street provide adequate on-site parking.

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

It is hereby prohibited to park a vehicle over eight feet in height between the hours of 12:00 AM and 6:00 AM on Cottonwood Avenue between Mission Gorge Road and Prospect Avenue as shown on the map attached hereto as Exhibit "A". City staff is authorized to purchase and install signs providing notice of this restriction.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 12th day of May, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

Exhibit A – Location of Parking Restriction

# Exhibit A - Location of Parking Restriction



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

April 9, 2021

**SUBJECT: CONSIDERATION OF A PROPOSED PROHIBITION OF OVERNIGHT ON-STREET PARKING ON COTTONWOOD AVENUE BETWEEN MISSION GORGE ROAD AND PROSPECT AVENUE**

Dear Resident/Business Owner/Property Manager:

The City of Santee has received an increased number of complaints from residents in the vicinity of Cottonwood Avenue about trucks and RVs parked long-term on the street creating a traffic hazard.

Please know that Ordinance 552, adopted on May 23, 2018, prohibits the parking of large vehicles within 50 feet of an intersection, and, where parked, to be moved at least 300 feet in 72 hours. In addition to the restrictions stated in the Ordinance, staff is considering the posting of signs which prohibit overnight parking between 12:00 a.m. and 6:00 a.m. for vehicles over 8' high between Mission Gorge Road and Prospect Avenue, pursuant to the California Vehicle Code Section 22507.5.

Since this will apply to all vehicles over 8 feet in height, the City wants to hear from you to see if you would support the overnight parking restriction.

Please take a minute to complete and sign the form attached to this letter and return it in the self-addressed stamped envelope which must be post-marked or by hand delivery (Building 3, City Clerk front counter) to the City by **Friday, April 23<sup>rd</sup>, 2021 at 5:00 P.M.**

If you have any questions, please contact Jeff Morgan, Senior Traffic Engineer, at (619) 258-4100, extension 190 or via email at [jmorgan@cityofsanteeca.gov](mailto:jmorgan@cityofsanteeca.gov).

Sincerely,

*Minjie Mei*

**Minjie Mei**

Principal Traffic Engineer

cc. Melanie Kush, Director of Development Services  
Michael Brogdon, Code Compliance Officer

**Please print your name, address, and signature below:**

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

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Signature: \_\_\_\_\_

**1. Are you in favor of prohibiting overnight parking for vehicles over 8' in height on both sides of Cottonwood Avenue between Mission Gorge Road and Prospect Avenue?**

YES

NO

**2. If "NO", please provide your concerns.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**MEETING DATE** May 12, 2021

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA PROHIBITING PARKING OF VEHICLES OVER EIGHT FEET IN HEIGHT BETWEEN THE HOURS OF 12 AM AND 6 AM ON MISSION GREENS ROAD BETWEEN MISSION GORGE ROAD AND BUENA VISTA AVENUE

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

This is a City-initiated request in response to complaints regarding the parking of large vehicles for extended periods of time on Mission Greens Road. Staff conducted a survey of all the residents along Mission Greens Road, including side streets, and found that seventy-nine percent (79%) of the residents were in favor of restricting overnight parking to reduce the number of vehicles stored on the street for extended periods.

Per the California Vehicle Code Section 22507, a local authority may by resolution restrict parking of vehicles that are six feet or more in height during certain hours of the day.

Staff recommends installing "No Parking" Signs that prohibit parking of vehicles over eight feet in height between the hours of 12 AM and 6 AM to discourage storage of large vehicles in the area, as shown on the attached map. Enforcement would be conducted by the City's Code Enforcement staff, and the Sheriff's Department.

**ENVIRONMENTAL REVIEW**

Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15301 - Class 1 Exemption.

**FINANCIAL STATEMENT** 

Staff estimates the total cost to purchase and install the "No Parking" signs will be \$950.00. Funding for the installation is included in the adopted fiscal year 2020-21 Gas Tax Fund operating budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Adopt the attached Resolution prohibiting parking of vehicles over eight feet in height from the hours of 12 AM to 6 AM on Mission Greens Road between Mission Gorge Road and Buena Vista Avenue and authorizing the installation of signs providing notice of the restriction.

**ATTACHMENT**

Resolution, with Location of Restriction attached as Exhibit "A"  
Survey Letter





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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
PROHIBITING PARKING OF VEHICLES OVER EIGHT FEET IN HEIGHT FROM THE  
HOURS OF 12 AM TO 6 AM ON MISSION GREENS ROAD BETWEEN MISSION  
GORGE ROAD AND BUENA VISTA AVENUE**

**WHEREAS**, City Council has received a number of complaints about long-term storage of large vehicles on Mission Greens Road from Mission Gorge Road to Buena Vista Avenue; and

**WHEREAS**, City Council has directed staff to evaluate the necessity for a parking prohibition on this residential street; and

**WHEREAS**, this street is located within the City of Santee; and

**WHEREAS**, the California Vehicle Code Section 22507 allows a local agency, by ordinance or resolution, to prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height on certain streets or highways, or portions thereof, during all or certain hours of the day; and

**WHEREAS**, limiting overnight parking of vehicles over eight feet in height will help reduce the long-term storage of large vehicles on the street.

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

It is hereby prohibited to park a vehicle over eight feet in height between the hours of 12:00 AM and 6:00 AM on Mission Greens Road between Mission Gorge Road and Buena Vista Avenue as shown on the map attached hereto as Exhibit "A". City staff is authorized to purchase and install signs providing notice of this restriction.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 12th day of May, 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

Exhibit A – Location of Parking Restriction

## Exhibit A - Location of Parking Restriction



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

April 9, 2021

**SUBJECT: CONSIDERATION OF A PROPOSED PROHIBITION OF OVERNIGHT ON-STREET PARKING ON MISSION GREENS ROAD BETWEEN MISSION GORGE ROAD AND BUENA VISTA AVENUE**

Dear Resident/Business Owner/Property Manager:

The City of Santee has received an increased number of complaints from residents in the vicinity of Mission Greens Road about trucks and RVs parked long-term on the street creating a traffic hazard.

Please know that Ordinance 552, adopted on May 23, 2018, prohibits the parking of large vehicles within 50 feet of an intersection, and, where parked, to be moved at least 300 feet in 72 hours. In addition to the restrictions stated in the Ordinance, staff is considering the posting of signs which prohibit overnight parking between 12:00 a.m. and 6:00 a.m. for vehicles over 8' high between Mission Gorge Road and Buena Vista Avenue, pursuant to the California Vehicle Code Section 22507.5.

Since this will apply to all vehicles over 8 feet in height, the City wants to hear from you to see if you would support the overnight parking restriction.

Please take a minute to complete and sign the form attached to this letter and return it in the self-addressed stamped envelope which must be post-marked or by hand delivery (Building 3, City Clerk front counter) to the City by **Friday, April 23<sup>rd</sup>, 2021 at 5:00 P.M.**

If you have any questions, please contact Jeff Morgan, Senior Traffic Engineer, at (619) 258-4100, extension 190 or via email at [jmorgan@cityofsanteeca.gov](mailto:jmorgan@cityofsanteeca.gov).

Sincerely,

*Minjie Mei*

**Minjie Mei**

Principal Traffic Engineer

cc. Melanie Kush, Director of Development Services  
Michael Brogdon, Code Compliance Officer

**Please print your name, address, and signature below:**

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

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Signature: \_\_\_\_\_

**1. Are you in favor of prohibiting overnight parking for vehicles over 8' in height on both sides of Mission Greens Road (including all public streets that intersect with Mission Greens Road) between Mission Gorge Road and Buena Vista Avenue?**

YES

NO

**2. If "NO", please provide your concerns.**

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**MEETING DATE** May 12, 2021

**ITEM TITLE** RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HMC GROUP DBA HMC ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND ENVIRONMENTAL DESIGN SERVICES FOR THE SANTEE COMMUNITY CENTER PHASE 1 PROJECT AND APPROPRIATING FUNDS

**DIRECTOR/DEPARTMENT** Bill Maertz, Community Services *WM*

**SUMMARY**

On January 15, 2021, the City of Santee published a Request for Qualifications (RFQ) for architectural, engineering, landscape architectural and environmental design services for Phase 1 of the Santee Community Center. On February 22, 2021, 20 teams submitted packages describing their qualifications and experience. A four-person staff committee representing the Departments of Development Services and Community Services evaluated the submittals based on seven criteria described in the RFQ. Six teams were selected for interviews. Based on the committee's evaluations and interviews, staff recommends that the City Council authorize the City Manager to execute a professional services agreement with HMC Architects for Community Center Phase 1 design services. HMC Architects has demonstrated extensive and relevant experience and has proposed a fee that is considered reasonable and consistent with industry standards.

**ENVIRONMENTAL REVIEW**

Award of the contract for architectural and engineering services is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 and section 15061 (b)(3). Construction plans for the Santee Community Center (all contemplated phases) will be subject to CEQA review as part of the design review process. HMC Architects will be responsible for preparing necessary studies and CEQA documents.

**FINANCIAL STATEMENT** *m*

The adopted Capital Improvement Program budget for fiscal year 2020-21 includes an appropriation in the amount of \$1,200,000 for the requested services. An additional appropriation in the amount of \$30,000 in Park-in-Lieu funds will be required. This project is primarily funded with Public Facilities and Park-in-Lieu development impact fees .

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MdB*

Adopt Resolution authorizing the award of the contract for architectural, engineering, landscape architectural and environmental design services for the Santee Community Center Phase 1 Project to HMC Group dba HMC Architects in an amount not to exceed \$1,230,000 and appropriating funds.

**ATTACHMENT**

- 1) Staff Report
- 2) Resolution



## STAFF REPORT

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HMC GROUP DBA HMC ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND ENVIRONMENTAL DESIGN SERVICES FOR PHASE 1 OF THE SANTEE COMMUNITY CENTER PROJECT AND APPROPRIATING FUNDS

#### CITY COUNCIL MEETING

May 12, 2021

#### A. INTRODUCTION

On March 21, 2017, the City Council conducted a workshop on municipal goals and priorities. The construction of a community center with dedicated space for teen and senior programs (“Project”) was identified as among the City’s highest priorities (Tier 1).

#### B. BACKGROUND

On February 14, 2018, the City Council authorized award of a professional services agreement with KTU+A for Site and Economic Analysis of a community center project to be constructed in phases. Two locations within Santee Town Center Community Park were evaluated. The City Council directed that the first phase of the development should feature dedicated space for teen and senior programming as well as community meeting rooms and supporting offices and storage facilities. Subsequent phases were contemplated to include an event facility (Phase 2) and a gymnasium (Phase 3).

Development of a community center within the park was anticipated in the park’s original planning, with the turf field north of the Cameron Family YMCA considered a suitable location. That site (“Site 1 – The Lawn”) and one immediately east of the Cameron Family YMCA along Woodglen Vista Creek (“Site 2 – River View”) were evaluated.

On February 13, 2019, the City Council reaffirmed that construction of the Project is a Tier 1 priority and established “River View” as the preferred site subject to further analysis of site suitability.

On June 26, 2019 the City Council approved the Capital Improvement Program Budget for Fiscal Years (FY) 2020-2024 which establishes the funding plan for the Project, including funding in the FY2020-21 budget for planning and design.

On January 15, 2021, the City of Santee published a Request for Qualifications (RFQ) for architectural, engineering, landscape architectural and environmental design services for the Project. The RFQ process describes the City’s consultant selection criteria and invites statements of qualifications, but does not solicit a fee proposal. Use of the RFQ process is appropriate and helpful when a high level of professional expertise is required,

particularly when selecting consultants in the fields of architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services. Fees may be negotiated with the firm deemed most qualified, or with another firm if negotiations with the first firm are unsuccessful.

On February 22, 2021, 20 teams submitted packages describing their qualifications and experience. A four-person staff committee representing the Departments of Development Services and Community Services evaluated the submittals based on seven criteria described in the RFQ. Among the criteria evaluated were: relevant experience of the firm, the experience of the principals and key assigned personnel, the nature of completed work, the experience of subconsultants; history of work with governmental clients and capacity to undertake additional work within the City's schedule. Six teams were selected for interviews. Based on the committee's evaluations and interviews, staff concluded HMC Architects offered the greatest combination of relevant capacities and experience.

HMC Architects is a California-based firm with over 80 years' experience and a staff of more than 300 in seven offices. More than 240 of the firm's staff work in their San Diego, Los Angeles, and Ontario offices. The firm's practice focuses exclusively on civic, healthcare and education-related projects.

As California's most-selected architects for educational institutions, HMC Architects has designed hundreds of campus centers, student commons, gymnasias, and event centers. HMC Architects is uniquely experienced in the delivery of engaging civic facilities for public sector clients.

The firm has been ranked among the top 15 design firms nationally by Building Design + Construction magazine and has won more than 300 design awards, including 25 in the last year.

HMC Architects have completed numerous projects for the County of San Diego, including the North Coastal Live Well Health Center in 2018. This three-story 36,000 square-foot facility houses a military and veterans' health and resource center along with other County administrative offices. The facility has been awarded nine design awards since its dedication.

HMC Architects was also selected by the County of San Diego to design the replacement to the Las Colinas Women's Detention Facility in Santee. This is the first detention facility of its kind in the United States to apply research on the effect of daylight, color, materials and texture, air quality, acoustics, and access to nature on the mental and physical well-being of inmates to improve rehabilitation outcomes. The project was the recipient of numerous awards for architecture, interior design and functionality.

For the County of Los Angeles, HMC Architects recently designed Liberty Community Plaza, a 19,500 square-foot veterans' memorial community and family services center. The center includes multi-purpose space used for conferences and weddings, a cafe, community rooms for seniors, classrooms and shared space.

With respect to the Santee's Community Center project, the review committee was impressed with HMC Architects' analysis of the project site and familiarity with Santee policy documents. While other responding firms offered valuable suggestions to improve the project's design and/or implementation, HMC Architects' approach to the development of the site and realization of the City's goals were particularly well targeted to Santee's needs, circumstances and budget.

Finally, consultation with San Diego County cities that have recent experience with projects of similar scale and character indicates that the fee HMC Architects has negotiated for the Santee Community Center Phase 1 project is highly competitive.

**C. STAFF RECOMMENDATION**

Adopt Resolution authorizing the award of the contract for architectural, engineering, landscape architectural and environmental design services for the Santee Community Center Phase 1 Project to HMC Group dba HMC Architects in an amount not to exceed \$1,230,000 and appropriating funds.



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH HMC GROUP DBA  
HMC ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE  
ARCHITECTURAL AND ENVIRONMENTAL DESIGN SERVICES  
FOR PHASE 1 OF THE SANTEE COMMUNITY CENTER PROJECT AND  
APPROPRIATING FUNDS**

**WHEREAS**, the City Council has designated the construction of Phase 1 of the Santee Community Center, focusing on facilities for teen and senior programs, as a Tier 1 priority; and

**WHEREAS**, the Santee Community Center Phase 1 Project (“Project”) has been included in the FY 2020 – FY 2024 Capital Improvement Program Budget approved by the City Council on June 26, 2019; and

**WHEREAS**, in accordance with Santee Municipal Code section 3.24.160, the Department of Community Services administered a formal Request for Qualifications (“RFQ”) process for architectural, engineering, landscape architectural and environmental design services for the Project; and

**WHEREAS**, on February 22, 2021, twenty responses to the RFQ were received and opened; and

**WHEREAS**, following an evaluation of responses for satisfaction of criteria established in the RFQ, staff interviewed the six teams deemed most qualified; and

**WHEREAS**, HMC Group DBA HMC Architects (“HMC Architects”) was determined to be the firm that best satisfied the criteria established in the RFQ; and

**WHEREAS**, HMC Architects has proposed a fee considered reasonable and consistent with industry standards.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Santee, California, authorizes the City Manager to execute a professional services agreement with HMC Group DBA HMC Architects in an amount not to exceed \$1,230,000 for architectural, engineering, landscape architectural and environmental design services for the Santee Community Center Phase 1 Project.

**BE IT FURTHER RESOLVED** that an appropriation of Park-in-Lieu funds in the amount of \$30,000 is hereby approved.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 12<sup>th</sup> day of May 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

**MEETING DATE** May 12, 2020

**ITEM TITLE** COMMUNITY CHOICE AGGREGATION (CCA) UPDATE

**DIRECTOR/DEPARTMENT** Kathy Valverde, City Manager's Office *MAB for KV*

**SUMMARY**

In 2019, the City Council held multiple meetings and public workshops to review and discuss Community Choice Aggregation (CCA); and in October 2019, the Council approved an ordinance authorizing the implementation of a CCA program for the City of Santee. The ordinance allows the City to move forward in establishing a CCA program, either on our own as an Enterprise program or with a group of cities/counties as a Joint Powers Authority (JPA). One of the considerations for a CCA program is to help the City meet its goal of providing 100% renewable energy by 2035, as outlined in the Sustainable Santee Plan.

Following the adoption of the ordinance, City Council directed staff to look at the possibility of entering into a JPA Agreement with the County of San Diego for the operation of a joint CCA program. However, in 2020 the County put CCA on hold due to operational impacts resulting from the COVID-19 pandemic. In early 2021, staff began discussions again with the County but on April 6, 2021, the County Board of Supervisors modified its guiding principles with regards to CCA and directed its staff to engage in discussions with two existing local JPA CCA programs for possible participation in one of those programs.

As it now appears that the County of San Diego will likely join one of the existing local JPA CCA programs, the City of Santee needs to review its options for moving forward. More information regarding these options is provided in the attached staff report.

**FINANCIAL STATEMENT** *jm*

No fiscal impact with this action. Depending on the direction taken, more information and any related costs will be brought back to Council for review and consideration. As part of the Fiscal Year 2019-20 Amended Operating Budget, City Council set aside \$300,000 for initial start-up costs that may be incurred upon forming or joining an entity to implement a CCA program. These funds are still available for this purpose.

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

**RECOMMENDATION** *MAB*

Provide direction to staff.

**ATTACHMENT**

Staff Report



**STAFF REPORT**  
**Community Choice Aggregation**  
**May 12, 2021**

**CCA OVERVIEW**

Community Choice Aggregation (“CCA”) is a program that allows local governments to procure power on behalf of their residents and businesses from alternative energy suppliers. While the CCA provides an alternative power supply, the existing utility provider (SDG&E in our service territory) continues to provide transmission and distribution service, as well as gas service and billing of utility program fees.

Potential benefits of a CCA program include more local control over electricity rates and sources, such as renewable energy; increased customer choice; and help in achieving state-mandated climate action goals.

Potential risks of forming a CCA program include: division of customers who choose to stay with the CCA or opt out; unexpected regulatory changes; changes in energy market prices, which can impact rates; and fluctuations in the Power Charge Indifference Adjustment (PCIA), also known as a CCA exit fee, which requires CCA customers to pay for the stranded costs when the customer leaves the existing utility’s service.

Essentially, local governments can form a CCA program under two models:

- 1) Enterprise CCA – An Enterprise CCA is a stand-alone program where the City Council sits as the decision-making authority. Under this option, a city would form the municipal CCA by ordinance and establish an enterprise fund, similar to a city water or wastewater utility. The enterprise fund generally insulates the general fund from liability, so long as revenues are not commingled and the city does not have to backfill or be liable for enterprise liabilities. The City Council sets customer rates, and revenues are directed to the enterprise fund for energy-related programs and projects that directly benefit ratepayers. Larger cities may procure power individually and have some level of staff managing the CCA and consultants. Smaller CCAs may procure power individually or in larger buying pools, and may have limited staff or contract out all CCA-related functions. The benefits of an enterprise model are local control and program design, while the disadvantages include lower ratepayer cost savings, and the sole responsibility for start-up costs, staffing and operations.
  
- 2) Joint Powers Authority (JPA) – A Joint Powers Authority (JPA) is a separate legal entity governed by a board of directors who represent the member agencies. The debts, obligations and liabilities of the JPA are not those of the individual members; these obligations stay with the JPA, much like a limited liability company. A joint powers agreement and bylaws set the purpose, powers and voting of the JPA. In this model, the Board would set customer rates and offer programs throughout the members’ territories. Revenue, expenditures and program benefits, however, are not necessarily proportionate to that territory or the size of each member, and revenues typically stay with the JPA. Members typically share common goals, such as economic development or climate action implementation, although a

majority of members can decide issues for minority members. Some JPA CCA programs have instituted weighted votes to protect larger members or groups of members in more controversial decisions. JPAs can procure power in larger pools and typically generate revenues faster due to economies of scale.

## **BACKGROUND**

In 2019, the City Council held seven meetings and public workshops to review and discuss Community Choice Aggregation (CCA) and the options for Santee. At that time, a Technical Feasibility Study, which evaluated the financial feasibility, potential benefits and risks, and different governance structures, concluded that establishing a CCA program in Santee through the execution of a JPA agreement would be the best approach financially and could generate enhanced local economic development while also reducing GHG emissions and providing local control over energy decisions.

In October 2019, the City Council approved an Ordinance authorizing the implementation of a CCA program in the City of Santee. This Ordinance complies with the California Public Utilities Code, which requires any entity intending to implement a CCA within its jurisdiction to do so by ordinance. The adoption of the Ordinance allows the City to move forward in establishing a specific CCA, either on our own as an Enterprise CCA, or with a group of cities/counties as a JPA.

Following the adoption of the Ordinance, City Council directed staff to look at the possibility of entering into a JPA Agreement with the County of San Diego for the operation of a joint CCA program. Since that time, staff has been in contact with the County and continued conversations towards this goal. However, in early 2020, the County put CCA on hold due to operational impacts resulting from the COVID-19 pandemic.

In early 2021, staff began discussions again with the County on a potential partnership. However, on April 6, 2021, the County Board of Supervisors modified its guiding principles with regards to CCA and directed its staff to engage in discussions with the two existing local JPA CCAs for potential participation in one of these programs. These two JPAs are:

- “San Diego Community Power” – established October 1, 2019, between the cities of San Diego, Chula Vista, Encinitas, La Mesa and Imperial Beach.
- “Clean Energy Alliance” – established November 4, 2019 between the cities of Carlsbad, Del Mar and Solana Beach.

**CURRENT OPTIONS FOR THE CITY OF SANTEE**

As it appears that the County of San Diego will most likely join one of the existing local JPA CCA programs, the City of Santee has a few options:

1. Join with the Clean Energy Alliance JPA
2. Join with the San Diego Community Power JPA
3. Begin discussions with other cities in the region, such as Oceanside, Vista, Escondido and/or San Marcos
4. Establish a Santee Enterprise CCA
5. Stay with SDG&E at this time

While a brief summary is provided below on each of the options, more in-depth research and analysis is needed depending on the direction taken. Additionally, the City will most likely need to hire a consultant to prepare an updated Feasibility Study to help determine if a CCA still makes sense financially. A recent study would also most likely be required by any JPA as part of their analysis and decision-making process to accept us into their program or to partner with us.

**Review of Two Existing Local JPA CCA Programs**

The table below highlights some of the current provisions of the Clean Energy Alliance and San Diego Community Power CCA programs.

	<b>Clean Energy Alliance</b>	<b>San Diego Community Power</b>
JPA Established	November 4, 2019	October 1, 2019
Will Begin Providing Energy Services to its Customers	2021	2021
Member Agencies	Carlsbad Solana Beach Del Mar	San Diego Chula Vista Encinitas La Mesa Imperial Beach
Board of Directors	Solana Beach Deputy Mayor, Chair Carlsbad Council Member, Vice Chair Del Mar Council Member	Encinitas Council Member, Chair Chula Vista Council Member, Vice Chair San Diego Council Member La Mesa Council Member Imperial Beach Mayor

	Clean Energy Alliance	San Diego Community Power
Power Supply Goals	<p>At least 50% renewable with options for higher content, and with flexibility for each member to select its own energy portfolio.</p> <p>Never less than the base renewable provided by SDG&amp;E.</p> <p>100% Renewable by 2035</p>	<p>Provide a cleaner power portfolio than that offered by SDG&amp;E</p> <p>Currently offering 50% and 100% renewable options</p> <p>100% Renewable by 2035</p>
Voting & Representation	<p>1 Member, 1 Vote Based on majority of entire Board</p> <p>JPA Directors and Alternates are required to be a member of the governing body</p>	<p>1 Member, 1 Vote with a Weighted Vote option known as “Voting Shares Vote” based on each members annual energy use</p> <p>JPA Directors are required to be a member of the governing body Alternates are not</p>
Special Voting	<p>Issue Bonds, Add or Remove Members or Directors: 2/3 vote</p> <p>Eminent Domain: 3/4 vote with an affirmative vote by the home jurisdiction</p> <p>Modification to certain JPA Provisions: unanimous vote</p>	<p>Issue Bonds, Add or Remove Members: 2/3 vote</p> <p>Eminent Domain: 3/4 vote</p> <p>Amend or Terminate JPA Agreement: 2/3 vote</p>
New Members	<p>Admitted by 2/3 vote of the JPA Board</p> <p>Payment of a membership fee, if any, as may be required to cover costs incurred in connection with adding the new member</p>	<p>Admitted by 2/3 vote of the JPA Board</p> <p>Payment of a membership fee, if any, as may be required to cover costs incurred in connection with adding the new member</p>
Withdrawal from JPA	<p>1 year notice effective beginning of the fiscal year</p>	<p>180 day notice</p>

## Status of Other Jurisdictions in San Diego County with Regards to CCA

Below is a summary of the current status of all the jurisdictions in San Diego County with regards to Community Choice Aggregation. There may be opportunities to form a JPA with some of these cities who have not already created or joined a CCA program, however more research/discussion is needed.

1. San Diego – member of San Diego Community Power
2. Chula Vista – member of San Diego Community Power
3. La Mesa – member of San Diego Community Power
4. Encinitas – member of San Diego Community Power
5. Imperial Beach – member of San Diego Community Power
  
6. Carlsbad – member of Clean Energy Alliance
7. Solana Beach – member of Clean Energy Alliance (as of May 2021, Solana Energy Alliance will merge with Clean Energy Alliance)
8. Del Mar – member of Clean Energy Alliance
  
9. Oceanside – feasibility study complete, reviewing options
10. Escondido – feasibility study complete, reviewing options
11. San Marcos – feasibility study complete, reviewing options
12. Vista – feasibility study complete, reviewing options
  
13. National City – potential interest in joining an existing local CCA program; no other known actions
14. Coronado – no known actions related to CCA
15. Poway – no known actions related to CCA
16. El Cajon – no known actions related to CCA
17. Lemon Grove - no known actions related to CCA
  
18. County of San Diego – in discussions to join San Diego Community Power or Clean Energy Alliance

## Santee Enterprise CCA

Based on the previous Feasibility Study completed in 2019, Santee could expect to achieve an estimated rate discount for residents of about 1% and CCA start-up costs would be approximately \$300,000. Generally, we can expect to see better rate savings and more operational efficiencies with a JPA program. An updated Feasibility Study may be warranted to reevaluate this option.

## SDG&E Operations and Recent Announcements

SDG&E currently provides 44% renewable energy to its customers with an option to upgrade to 100% renewable, known as EcoChoice. SDG&E also recently made a commitment to reach net zero greenhouse gas emissions by 2045. The company's climate pledge calls for eliminating all emissions associated with its operations and those generated by its customers' energy consumption. To achieve this goal SDG&E is developing two hydrogen pilot projects; is nearing completion of an additional battery storage facility and breaking ground on another; and launching a vehicle-to-grid pilot program featuring six electric school buses.



**MEETING DATE** May 12, 2021

**ITEM TITLE** CANNABIS WORKSHOP

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

**SUMMARY**

At the City Council Planning Retreat on March 9, 2021, the City Council established a priority to review economic development and regulatory options for possible cannabis businesses in Santee. This priority was confirmed by the City Council at City Council meeting on March 24, 2010. The City currently does not allow cannabis businesses to operate within City boundaries. The cannabis industry is highly regulated and the laws have evolved relatively quickly. Many cities across the state are similar to Santee, in that they have restricted cannabis businesses within the City and are now beginning to reconsider such restrictions.

Staff will present information on the current status of the cannabis industry in California and within various local cities. Staff will also present possible options for cannabis operations within the City including: cultivation, manufacturing, distribution, retail businesses (i.e., dispensaries) and microbusiness categories. Staff will provide additional information to City Council in order to inform decision-making going forward, including providing an overview of the steps and decision points required to permit businesses of various categories and the methods of doing so, as well as provide an overview of potential revenue streams that may be available to the City in allowing for cannabis operations within the City.

*mb*

**FINANCIAL STATEMENT**

Depending on the direction preferred by the City Council, funds to move any process forward would be included in the Fiscal Year 2021/22 Operating Budget.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*

Consider the information provided and provide direction to staff on possible future actions as needed.



**MEETING DATE** May 12, 2021

**ITEM TITLE** **RECOMMENDATION FROM THE SALARY SETTING ADVISORY COMMITTEE REGARDING COMPENSATION FOR THE MAYOR AND CITY COUNCIL**

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

**SUMMARY**

In accordance with the Santee City Charter, the Salary Setting Advisory Committee convened on April 13, 2021 to review the compensation and benefits of the Mayor and City Council in order to make a recommendation regarding the appropriate level of salary and benefits changes. The Committee considered the City Council's current and historical salary and benefits in comparison to the salaries and benefits of other elected city officials in the County. The Committee's recommendation, which will be presented to the City Council, is to increase the technology allowance for the Mayor and Council Members to \$90.00 per month and to increase the auto allowance to \$450.00 per month for the Mayor and to \$400.00 per month for Council Members.

The last increase in salary for the Mayor and Council was effective August 22, 2019, pursuant to Resolution 079-2019, which increased salaries by 2.5% and approved the addition of a technology allowance starting Fiscal Year 2020-21 of \$50.00 per month for Council Members and \$80.00 per month for Mayor.

As background, the attached staff report outlines the two processes that the City Council may utilize to set salaries for the Mayor and City Council and provides a comparison of salaries, auto allowance and technology allowance for the elected city officials in San Diego County.

**FINANCIAL STATEMENT** *fr*

The annual cost of the Committee's recommendation is \$5,722.00. Any increases approved for the next fiscal year will be included in the Fiscal Year 2021-22 Proposed Budget.

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

**RECOMMENDATION** *MSB*

Receive recommendation and provide direction to staff.

**ATTACHMENT**

Staff Report

## STAFF REPORT

### RECOMMENDATION FROM THE SALARY SETTING ADVISORY COMMITTEE REGARDING COMPENSATION FOR THE MAYOR AND CITY COUNCIL

#### CITY COUNCIL MEETING

May 12, 2021

With regard to compensation of the Mayor and City Council, general law cities operate under State law (Government Code §36516 et seq.), which authorizes a city council to enact an ordinance approving a salary increase up to 5% per calendar year, to be effective at the beginning of a new term of office.

Historically, the Santee City Council adopted such an Ordinance according to the Government Code up until January 20, 2009, when Santee officially became a Charter City and established a Salary Setting Advisory Committee to make recommendations regarding the appropriate level of salary and benefits for the Mayor and City Council. Specifically, City Charter Article IV, Section 400 provides:

The City Council shall, from time to time, establish a Salary Setting Advisory Committee to make recommendations regarding the appropriate level of salary and benefits for the Mayor and the City Council. The City Council may establish the appropriate composition, membership and procedures for the Salary Setting Advisory Committee. The City Council shall not adjust the salary and benefits of the Mayor or the City Council in a manner not otherwise expressly authorized by the laws of the State of California applicable to general law cities unless and until it establishes the Salary Setting Advisory Committee and receives a recommendation from the Committee.

Essentially, as a charter city, Santee may follow either of the two processes to set salaries:

1. Santee City Charter § 400 – Salary Setting Advisory Committee Recommendation
  - a. The Committee must first make a recommendation before the Council can act to adjust the salary in a manner not expressly authorized by state law. In other words, if the Council receives a recommendation from the Committee, salary increases could exceed the State's limit of 5% per year.
  - b. Council does not have to approve the Committee's recommendation; Council can set salaries different from the recommendation but only after receiving the recommendation.
  - c. Salary increases can go into effect at any time, but cannot be retroactive. For example, the City Council may want to apply an increase on July 1 to coincide with the beginning of the new fiscal year.
2. State Law – California Government Code § 36516
  - a. Does not require a recommendation from the Committee.

- b. Allows for regular salary adjustments, not to exceed 5% for each calendar year from the date of the last adjustment, but cannot be compounded.
- c. Salary increases cannot be automatic; the City Council must adopt a new Ordinance each year.
- d. No increase may take effect until the beginning of a new term of office.

Following the April 13, 2021, Salary Setting Advisory Committee Meeting, the Committee is recommending the following changes:

- Increase the technology allowance for Mayor and Council Members to \$90.00 per month, with all members voting aye.
- Increase the auto allowance for Mayor to \$450.00 per month and for Council Members to \$400.00 per month, with all members voting aye, except Committee Member Damoor who voted no.

**Comparison of Other Cities in San Diego County  
Monthly Salaries**

as of April 2021

**Sorted by Mayor**

CITY	Council Salary	Mayor Salary	Population
1. Escondido	2,088.43	5,895.09 <sup>(1)</sup>	151,625
2. National City	1,189.78	4,532.13 <sup>(1)</sup>	61,394
3. <b>Santee</b>	1,728.40	<b>2,912.89</b>	58,081
4. El Cajon	1,996.00	2,879.00	102,708
5. Vista	2,729.00	2,833.00	101,638
6. Carlsbad	2,052.17	2,152.17	115,382
7. Oceanside	1,932.75	2,107.92	175,742
8. La Mesa	1,000.00	2,000.00	59,249
9. Poway	1,373.16	1,922.43	49,323
10. Encinitas	1,719.70	1,819.70	62,709
11. Imperial Beach	641.00	1,441.00	27,440
12. Lemon Grove	722.66	1,264.69	26,811
13. San Marcos	977.66	977.66	89,387
14. Solana Beach	860.00	960.00	13,296
15. Coronado	913.50	913.50	23,731
16. Del Mar	300.00	300.00	4,331
 San Diego <sup>(2)</sup>	 10,333.33	 17,166.67	 1,423,851
Chula Vista <sup>(2)</sup>	4,721.23	11,803.05	274,492

<sup>(1)</sup> Full-time Mayor

<sup>(2)</sup> Full-time Mayor & City Council

**Comparison of Other Cities in San Diego County  
Monthly Salaries**

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Chula Vista <sup>(2)</sup>	4,721.23	11,803.05	274,492

<sup>(1)</sup> Full-time Mayor

<sup>(2)</sup> Full-time Mayor & City Council

**Comparison of Other Cities in San Diego County  
Auto Allowance  
as of April 2021**

CITY	Council Auto Allowance	Mayor Auto Allowance
1. National City	none	750 <sup>(1)</sup>
2. Escondido	750	750 <sup>(1)</sup>
3. El Cajon	450	550
4. Carlsbad	350	450
5. Oceanside	350	400
6. La Mesa	350	400
7. <b>Santee</b>	<b>350</b>	<b>350</b>
8. Encinitas	350	350
9. Solana Beach	350	350
10. San Marcos	300	300
11. Poway	300	300
12. Coronado	150	225
13. Lemon Grove	175	175
14. Vista	none	none
15. Del Mar	none	none
16. Imperial Beach	none	none
San Diego <sup>(2)</sup>	none	none
Chula Vista <sup>(2)</sup>	550	1,000

<sup>(1)</sup>Full-time Mayor

<sup>(2)</sup>Full-time Mayor & City Council

**Comparison of Other Cities in San Diego County  
Tech Allowance**  
as of April 2021

<b>CITY</b>	<b>Council Tech Allowance</b>	<b>Mayor Tech Allowance</b>
1. Vista	\$90/mo	\$90/mo
2. Poway	\$75/mo	\$75/mo
3. <b>Santee</b>	<b>\$50/mo</b>	<b>\$80/mo</b>
4. Carlsbad	\$45/mo	\$45/mo
5. Escondido	none <sup>(1)</sup>	none <sup>(1)</sup>
6. National City	none	none
7. El Cajon	none	none
8. Oceanside	none	none
9. La Mesa	none	none
10. Encinitas	none	none
11. Solana Beach	none	none
12. San Marcos	none	none
13. Coronado	none	none
14. Lemon Grove	none	none
15. Del Mar	none	none
16. Imperial Beach	none	none
San Diego	unknown	unknown
Chula Vista	unknown	unknown

<sup>(1)</sup> Cellphone issued to Mayor and City Council



**MEETING DATE** May 12, 2021

**ITEM TITLE** RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER EQUITY LEASE AGREEMENT AND RELATED DOCUMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR THE PHASED REPLACEMENT OF THE CITY'S LIGHT DUTY FLEET PER SOURCEWELL CONTRACT #060618-EFM

**DIRECTOR/DEPARTMENT** Tim K. McDermott, Finance *TKM*  
John Garlow, Fire Chief *JG*

**SUMMARY**

The City's light duty vehicle fleet consists of 30 vehicles assigned to various departments. These vehicles include a variety of passenger cars, SUVs, trucks and vans. The City has historically purchased all of its light duty vehicles and has a practice of keeping vehicles in the fleet for as long as possible before replacing them. The average age of the fleet is nearly 10 years old with 45% of the vehicles being 10 years or older. Given the age of the fleet, the City experiences higher maintenance costs, lower fuel economy and lower trade-in value when vehicles are replaced than is otherwise possible.

Staff's review of other cities' fleet replacement programs indicated that a number of cities and public agencies have adopted vehicle leasing programs through Enterprise Fleet Management, Inc. ("EFM"), thereby allowing them to replace their fleet without requiring the substantial expenditure of limited reserves, and thus allowing them to benefit from the use of newer vehicles which in turn has contributed to a reduction in maintenance costs and an increase in fuel efficiency and safety enhancements on their vehicles.

EFM currently provides vehicle leasing and other fleet maintenance and management services to more than 80 public agencies in Southern California, including the cities of San Marcos, National City, Dana Point, Newport Beach and Murrieta. On November 23, 2018 EFM was awarded a Fleet Management Services contract with Sourcewell, a cooperative purchasing program for government agencies, educational and nonprofit organizations, through a competitive solicitation process. Santee is a member of Sourcewell and has utilized Sourcewell contracts for purchases in the past.

The attached Staff Report provides additional information regarding EFM's vehicle leasing program.

**FINANCIAL STATEMENT** *TKM*

Funding for the annual cost of this program will be included in the proposed Vehicle Replacement Fund budget each fiscal year.

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

**RECOMMENDATION** *MSB*

Adopt the resolution authorizing the execution of a Master Equity Lease Agreement and related documents with Enterprise Fleet Management, Inc.

**ATTACHMENTS** 1. Staff Report 2. Resolution 3. Draft Fleet Replacement Schedule  
4. Master Equity Lease Agreement (and related documents)



**STAFF REPORT****RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER EQUITY LEASE AGREEMENT AND RELATED DOCUMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR THE PHASED REPLACEMENT OF THE CITY'S LIGHT DUTY FLEET PER SOURCEWELL CONTRACT #060618-EFM****CITY COUNCIL MEETING  
MAY 12, 2021****SUMMARY**

The City's light duty vehicle fleet ("fleet") consists of 30 vehicles assigned to various departments. These vehicles include a variety of passenger cars, SUVs, trucks and vans. The City has historically purchased all of its light duty vehicles and has a practice of keeping vehicles in the fleet for as long as possible before replacing them. The average age of the fleet is nearly 10 years old with 45% of the vehicles being 10 years or older, including five vehicles that are 20 years or older. Given the age of the fleet, the City experiences higher maintenance costs, lower fuel economy and lower trade-in value when vehicles are replaced than would otherwise be the case with a newer fleet.

Staff's review of other cities' fleet replacement programs indicated that a number of cities and public agencies have adopted vehicle leasing programs through Enterprise Fleet Management, Inc. ("EFM"), thereby allowing them to replace their fleet without requiring the substantial expenditure of limited reserves, and thus allowing them to benefit from the use of newer vehicles which in turn has contributed to a reduction in maintenance costs and an increase in fuel efficiency and safety enhancements on their vehicles.

EFM currently provides vehicle leasing and other fleet maintenance and management services to more than 80 public agencies in Southern California, including the cities of San Marcos, National City, Dana Point, Newport Beach and Murrieta to name a few. On November 23, 2018 EFM was awarded Fleet Management Services Contract #060618-EFM by Sourcewell, a cooperative purchasing program for government agencies, educational and nonprofit organizations through a competitive solicitation process. Santee is a member of Sourcewell and has utilized Sourcewell contracts for purchases in the past.

Replacing and maintaining newer vehicles will make the City fleet more reliable. Most light duty fleet vehicles are proposed to be replaced on a five-year basis. During that period of time, they should not encounter any major mechanical issues and will only require manufacturer recommended preventative maintenance. The Draft Fleet Replacement Schedule (Attachment 3) reflects the replacement of five to six vehicles over each of the next five fiscal years in a phased replacement plan and will lead to an average vehicle life cycle of five years based on vehicle use and market demands.

As technology improves in new vehicles, so does fuel economy. Replacing older vehicles with newer, more fuel-efficient vehicles will decrease the overall fuel and operating cost per vehicle. For example, a 1997 Ford F-150 had a combined miles per gallon ("MPG") of 14. A 2018 Ford F-150 has a combined MPG of 22, while the engine is half the size and approximately 40% more powerful. This represents a fuel efficiency increase of almost 50% in just 10 years. There is also the option to integrate hybrid, alternative fuel and electric vehicles into the City's fleet when appropriate and the proper infrastructure is in place. This process will have a positive

impact on the City's efforts to implement the Sustainable Santee (Climate Action) Plan by not only increasing fuel efficiency, but also lowering our fleet emissions impact. Replacing vehicles on a five-year cycle will allow the City to keep up with the dynamic improvements in fuel economy and emissions that quickly develop and evolve.

Using the EFM lease program will simplify the vehicle acquisition process. As a large, multi-national corporation, EFM has a large vehicle inventory and enhanced access to factory ordered vehicles which will directly lead to a faster and more efficient procurement process and shorter delivery times. EFM is able to purchase vehicles at a lower cost than the City. Manufacturer incentives, as well as any applicable federal and state tax incentives, would be passed through to the City.

Modernizing the City's light duty fleet will significantly increase safety. Most of the City's light duty fleet lack common, modern safety features that we all enjoy every day in our personal vehicles. There are currently five vehicles in the fleet that do not have the 2007 basic driver safety features of anti-lock brakes and airbags due to their age. Even more lack the 2012 safety features of electronic stability control, lane departure warning and rear facing video (backup) cameras. Most of the fleet lacks forward collision warning and blind spot warning that became the industry standard in 2017. The EFM leasing program will enable the City's fleet to stay up to date with the latest in standard automotive safety features, protecting not only the occupants but also the public.

EFM also provides a vehicle resale program that can be extended to not only the vehicles being leased, but to other surplus vehicles the City owns when they have reached the end of their service life, greatly improving the City's current surplus vehicle disposal process. EFM is able to maximize vehicle resale proceeds so that more resale equity is returned to the City. The resale equity proceeds can then be applied towards subsequent vehicle leases, thereby lowering future monthly lease payments.

Though less significant than the other issues brought forth, many of the City's vehicles have a less than ideal cosmetic appearance. A newer fleet will reflect a more positive image of the City without being excessive while still maintaining fiscal responsibility.

Replacing the City's light duty vehicles on a five-year cycle presents numerous advantages as discussed. In addition, EFM provides a local account team to support the City in implementing the vehicle leasing and replacement program. The account team will provide recommendations on the most cost-effective vehicles in each class, identify the best time to order or sell specific vehicles, identify opportunities to acquire alternative fuel vehicles and proactively support the ongoing replacement plan.

The EFM program uses an "open-ended" lease structure which would allow the City to replace more vehicles with less upfront capital and provides the following additional benefits:

- No mileage restrictions, no abnormal wear and tear charges and no early termination penalties
- The City has all rights of ownership and can equip vehicles with aftermarket parts such as light bars, utility bodies and tool boxes
- The City retains its equity in the leased vehicles

In accordance with Santee Municipal Code Section 3.24.130 (A), the purchasing agent may join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest. On July 23, 2018 EFM was awarded Fleet Management Services Contract #060618-EFM by Sourcewell (formerly NJPA – the National Joint Powers Alliance), a cooperative purchasing program for government agencies, educational and nonprofit organizations pursuant to a competitive solicitation process. Staff has evaluated the EFM program and the purchasing agent has determined that participation in this program utilizing Sourcewell Fleet Management Services Contract #060618-EFM to be in the City's best interest.

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a Master Equity Lease Agreement and related documents with Enterprise Fleet Management, Inc. In implementing the vehicle replacement plan, all proposed vehicle replacements will be brought forward to the City Council for approval as part of the annual operating budget process.

**RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER EQUITY LEASE AGREEMENT AND RELATED DOCUMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR THE PHASED REPLACEMENT OF THE CITY'S LIGHT DUTY FLEET PER SOURCEWELL CONTRACT #060618-EFM**

**WHEREAS**, the City's light duty vehicle fleet consists of 30 vehicles assigned to various departments including a variety of passenger cars, sport utility vehicles, trucks and vans; and

**WHEREAS**, the City has historically purchased all of its light duty vehicles and has a practice of keeping vehicles in the fleet for as long as possible, resulting in an average age of the vehicles in the fleet of 10 years with 45% of the vehicles being 10 or more years old; and

**WHEREAS**, as a result of the age of the vehicle fleet the City experiences higher maintenance costs, lower fuel economy and lower trade-in value when vehicles are replaced than would otherwise be the case with a newer fleet; and

**WHEREAS**, City staff's review of other cities' fleet replacement programs indicated that a number of cities and other public agencies have adopted vehicle leasing programs through Enterprise Fleet Management, Inc., thereby allowing them to benefit from the use of new vehicles which in turn has contributed to a reduction in their maintenance costs and an increase in fuel efficiency and safety enhancements on their vehicles; and

**WHEREAS**, On July 23, 2018 Enterprise Fleet Management, Inc. was awarded Fleet Management Services Contract #060618-EFM by Sourcewell, a cooperative purchasing program for government agencies, educational and nonprofit organizations, through a competitive solicitation process; and

**WHEREAS**, in accordance with Santee Municipal Code Section 3.24.130(A) the purchasing agent may join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest; and

**WHEREAS**, the City of Santee is a Sourcewell Participating Agency; and

**WHEREAS**, based on staff's evaluation of the potential benefits that could be provided to the City by the Enterprise Fleet Management, Inc. vehicle leasing program through Sourcewell Contract #060618-EFM, the purchasing agent has determined that utilization of Sourcewell Contract #060618-EFM would be in the City's best interest.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that the City Council hereby authorizes the City Manager to execute a Master Equity Lease Agreement and all related documents with Enterprise Fleet Management, Inc. for the phased replacement of the City's light duty vehicle fleet pursuant to Sourcewell Contract #060618-EFM. This authorization will remain in place until June 30, 2026 unless terminated sooner.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 12<sup>th</sup> day of May 2021, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

Draft Fleet Replacement Schedule  
May 2021

VEH ID#	DEPT	TYPE	YEAR	MAKE	USER	Proposed Replacement	Proposed Replacement Vehicle
97	FIR	TAURUS	1999	FORD	City Pool Car	FY 20/21	2021 Escape SE hybrid
105	DS	PICKUP	1998	FORD F-250	DDS	FY 20/21	2021 F-150 SuperCrew Cab 4x4
98	CS	SPRAY TRUCK	1998	FORD F-250	Weed Spray	FY 21/22	2022 F-250 SuperCab 6.5' bed 4x4
111	CS	VAN	1999	FORD E350	Recreation	FY 21/22	2021 Ford Transit Cargo Van
122	DS	PICKUP	2001	FORD F150	Eric King - Landscape	FY 21/22	2021 F-150 SuperCab 8' bed
136	FIR	PICKUP	2004	FORD F-350	Utility	FY 21/22	2021 F-150 SuperCab 6.5' bed
145	CS	ESCAPE	2008	FORD ESCAPE	Sam Rensberry	FY 21/22	
146	CS	TRUCK	2008	4X4 FORD RANGER	Victor Michel	FY 22/23	
147	DS	ESCAPE	2008	4WD FORD ESCAPE	DDS Pool Car	FY 22/23	
148	CS	TRUCK	2008	FORD F-250 / ROYAL	PSD Facilities	FY 22/23	
156	DS	PICKUP	2010	4X4 FORD RANGER	DDS Pool Car	FY 22/23	
162	CS	DUTY PICKUP	2013	FORD F-150	Public Works Duty Truck	FY 22/23	
167	CS	PICKUP	2014	Ford F-150 4X4		FY 23/24	
168	CS	PICKUP	2015	Ford F-350	Frank Rivera	FY 23/24	
169	FIR	PICKUP	2015	Ford F-150 4X4	Fire Chief	FY 23/24	
170	FIR	PICKUP	2015	Ford F-150 4X4	4202	FY 23/24	
172	CS	PICKUP	2016	Ford F450	Public Works Sign Truck	FY 23/24	
173	CS	PICKUP	2016	Ford F250	PSD Facilities	FY 23/24	
176	CS	TRANSIT CARGO VAN	2016	Ford	CSD/Recreation	FY 24/25	
177	FIR	PICKUP	2016	Ford F-150 4X4	B2	FY 24/25	
179	DS	TRANSIT CONNECT VAN	2016	Ford	Jeff Morgan	FY 24/25	
181	DS	ESCAPE	2016	Ford	DDS Code Compliance	FY 24/25	
184	FIR	PICKUP	2017	Ford F-250	Battisti	FY 24/25	
186	CS	MINI VAN	2018	DODGE CARAVAN	CSD/Recreation	FY 24/25	
188	CS	PICKUP	2018	Ford F-150	Tony Hurst	FY 25/26	
189	DS	ESCAPE	2018	FORD	Storm Water	FY 25/26	
191	DS	F-150	2019	FORD F-150	Ethridge	FY 25/26	
192	FIR	EXPLORER 4201	2019	FORD EXPLORER	Garlow	FY 25/26	
193	FIR	EXPLORER - Fire Marshal	2019	FORD EXPLORER	Workman	FY 25/26	
199	FIR	EXPLORER 4202	2020	Ford Police Interceptor	4202	FY 25/26	



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

#### **8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### **9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



### AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of May, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of May, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Santee ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 2 of the Master Equity Lease Agreement is amended to add the following paragraph:

**Termination:** Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith based on third party sources such as Black Book or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith based on third party sources such as Black Book or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(g) of the Master Equity Lease Agreement is amended to add the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 9(b) of the Master Equity Lease Agreement is amended to add the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 9(c) of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.



Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by state law, except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Santee (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_



**INDEMNITY AGREEMENT**

This Agreement is entered into as of the \_\_\_ day of April, 2021, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Santee.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Santee from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Santee may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Santee and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Santee have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Santee

EFM: ENTERPRISE FLEET MANAGEMENT INC.

\_\_\_\_\_

\_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

**MEETING DATE** May 12, 2021

**ITEM TITLE** RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF EMERGENCY MEDICAL SERVICES SUPPLIES ON AN AS-NEEDED BASIS TO LIFE-ASSIST, INC., PER NATIONAL PURCHASING PARTNERS DBA NPPGOV CONTRACT #PS20180

**DIRECTOR/DEPARTMENT** John Garlow, Fire Chief *JG*

**SUMMARY**

The City's current contract for the purchase of emergency medical services (EMS) supplies will expire on June 30, 2021. Santee Municipal Code Section 3.24.130(A) authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest. In November 2020, the League of Oregon Cities, in cooperation with National Purchasing Partners and its Government Division dba NPPGov (of which the City is a member agency), issued Solicitation No. 1935 for the procurement of a wide variety of Public Safety Medical Supplies, Equipment, and Monitors using a competitive Request for Proposals process. Based on evaluation criteria including pricing, breadth and quality of products, customer support and ability to meet delivery timelines, Life-Assist, Inc., was awarded Contract #PS20180 for an initial three-year term of May 29, 2020, through May 28, 2023. Staff has evaluated the pricing, products and support provided by this contract and the purchasing agent has determined that utilization of Contract #PS20180 would be in the City's best interest.

Santee Municipal Code Section 3.24.180 requires City Council approval of all contracts exceeding \$25,000 in any single fiscal year. Staff recommends utilizing NPPGov Contract #PS20180 to purchase as-needed EMS supplies from Life-Assist, Inc., for an amount not to exceed \$160,000 per fiscal year for a contract term of July 1, 2021, through May 28, 2023.

*JG*  
**FINANCIAL STATEMENT** Funding for the FY 2021-22 portion of this contract will be included in the proposed FY 2021-22 Fire Department Emergency Medical Services operating budget and will be fully reimbursed by County Service Area 69.

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

**RECOMMENDATION** *MSB*

Adopt the attached Resolution awarding a contract for the purchase of emergency medical services supplies on an as-needed basis to Life-Assist, Inc., per NPPGov Contract #PS20180 with a term of July 1, 2021, through May 28, 2023, for an amount not to exceed \$160,000 per fiscal year and authorizing the City Manager to execute all related documents.

**ATTACHMENT**

Resolution





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

**RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF EMERGENCY MEDICAL SERVICES SUPPLIES ON AN AS-NEEDED BASIS TO LIFE-ASSIST, INC., PER NATIONAL PURCHASING PARTNERS DBA NPPGOV CONTRACT #PS20180**

**WHEREAS**, The City's current contract for the purchase of emergency medical services (EMS) supplies will expire on June 30, 2021; and

**WHEREAS**, Santee Municipal Code Section 3.24.130(A) authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest; and

**WHEREAS**, in November 2020, the League of Oregon Cities, in cooperation with National Purchasing Partners and its Government Division dba NPPGov, issued Solicitation No. 1935 for the procurement of a wide variety of Public Safety Medical Supplies, Equipment, and Monitors to be purchased by public agencies on an as-needed basis using a competitive Request for Proposals process; and

**WHEREAS**, the City is currently a member of NPPGov; and

**WHEREAS**, based on evaluation criteria including pricing, breadth and quality of products offered, customer support and ability to meet delivery timelines, Life-Assist, Inc., was awarded Contract #PS20180 for an initial three-year term of May 29, 2020, through May 28, 2023; and

**WHEREAS**, Staff has evaluated the pricing, products and support provided by Life-Assist, Inc., through Contract #PS20180 and the purchasing agent has determined that utilization of Contract #PS20180 would be in the City's best interest; and

**WHEREAS**, Staff recommends utilizing NPPGov Contract #PS20180 to purchase as-needed EMS supplies from Life-Assist, Inc., for a contract term of July 1, 2021, through May 28, 2023, for an amount not to exceed \$160,000 per fiscal year; and

**WHEREAS**, Santee Municipal Code Section 3.24.180 requires City Council approval of all contracts exceeding \$25,000 in any single fiscal year.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that the City Council hereby authorizes the award of a contract for the purchase of emergency medical services supplies on an as-needed basis from Life-Assist, Inc., per NPPGov Contract #PS20180 with a term of July 1, 2021, through May 28, 2023, for an amount not to exceed \$160,000 per fiscal year and authorizes the City Manager to execute all related documents.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 12<sup>th</sup> day of May 2021, 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**

**MEETING DATE** May 12, 2021

**ITEM TITLE** REPORT ON THE STATUS OF MESA ROAD IN THE CITY OF SANTEE, AND PAVED SURFACE CONDITIONS

**DIRECTOR/DEPARTMENT** Melanie Kush, Department of Development Services *Sq FOR MK*

**SUMMARY**

At the March 10, 2021 City Council meeting the City Council directed staff to return with an informational item on the status of Mesa Road and its surface conditions. Several property owners on Mesa Road have requested the City maintain a paved surface on Mesa Road beyond the area currently maintained by the City. City staff has informed the property owners that the roadway south of the Mesa Heights subdivision (TM 88-08) has not been accepted into the City's road system and therefore the City is not required to maintain the roadway.

Based upon our review of the County Road System Maps and information provided by County staff regarding the County Road System Index at the time of the City's incorporation, Mesa Road was not indicated as a County-maintained road and in fact, the County still claims fee ownership in that portion of Mesa Road. As such, the City is not obligated to maintain that portion of Mesa Road as a maintained City street. Even if that portion of Mesa Road had been accepted into the County road system and had become part of the City street system, nothing in Government Code requires a city to improve the affected road to city street standards. Further information is provided under "Road Background" in the attached Staff Report.

**ENVIRONMENTAL REVIEW** This is a workshop, not subject to CEQA pursuant to Section 15306, titled "Information Collection".

*jm*  
**FINANCIAL STATEMENT** Not applicable.

**CITY ATTORNEY REVIEW**  N/A  Completed

*MSB*  
**RECOMMENDATION** Receive staff presentation

**ATTACHMENTS**

Vicinity Map  
Staff Report

## STAFF REPORT

### REPORT ON STATUS OF MESA ROAD IN THE CITY OF SANTEE, AND PAVED SURFACE CONDITIONS

CITY COUNCIL MEETING  
May 12, 2021

#### **SUMMARY**

At the March 10, 2021 City Council meeting the City Council directed staff to return with an informational item on the status of Mesa Road and its surface conditions. Several property owners on Mesa Road have requested the City maintain a paved surface on Mesa Road beyond the area currently maintained by the City. City staff has informed the property owners that the roadway south of the Mesa Heights subdivision (TM 88-08) has not been accepted into the City's road system and therefore the City is not required to maintain the roadway.

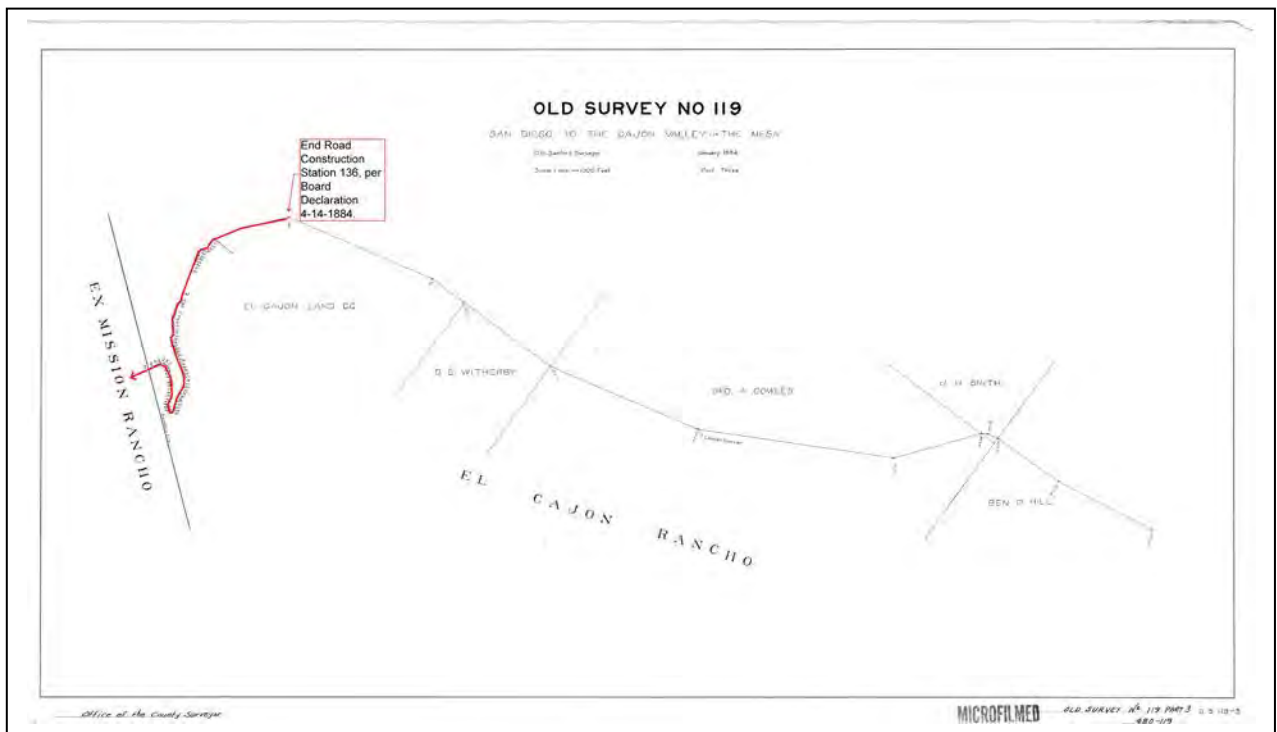
Mesa Road was originally included in the Circulation Element of the City's General Plan as a collector roadway south of Prospect Avenue connecting to Lake Murray Boulevard. The City has issued Encroachment Permits for utility improvements within the right of way to ensure that the improvements would not conflict with the planned future improvement of the roadway. These utilities include a high-pressure SDG&E gas transmission line as well as a Padre Dam sewer main.



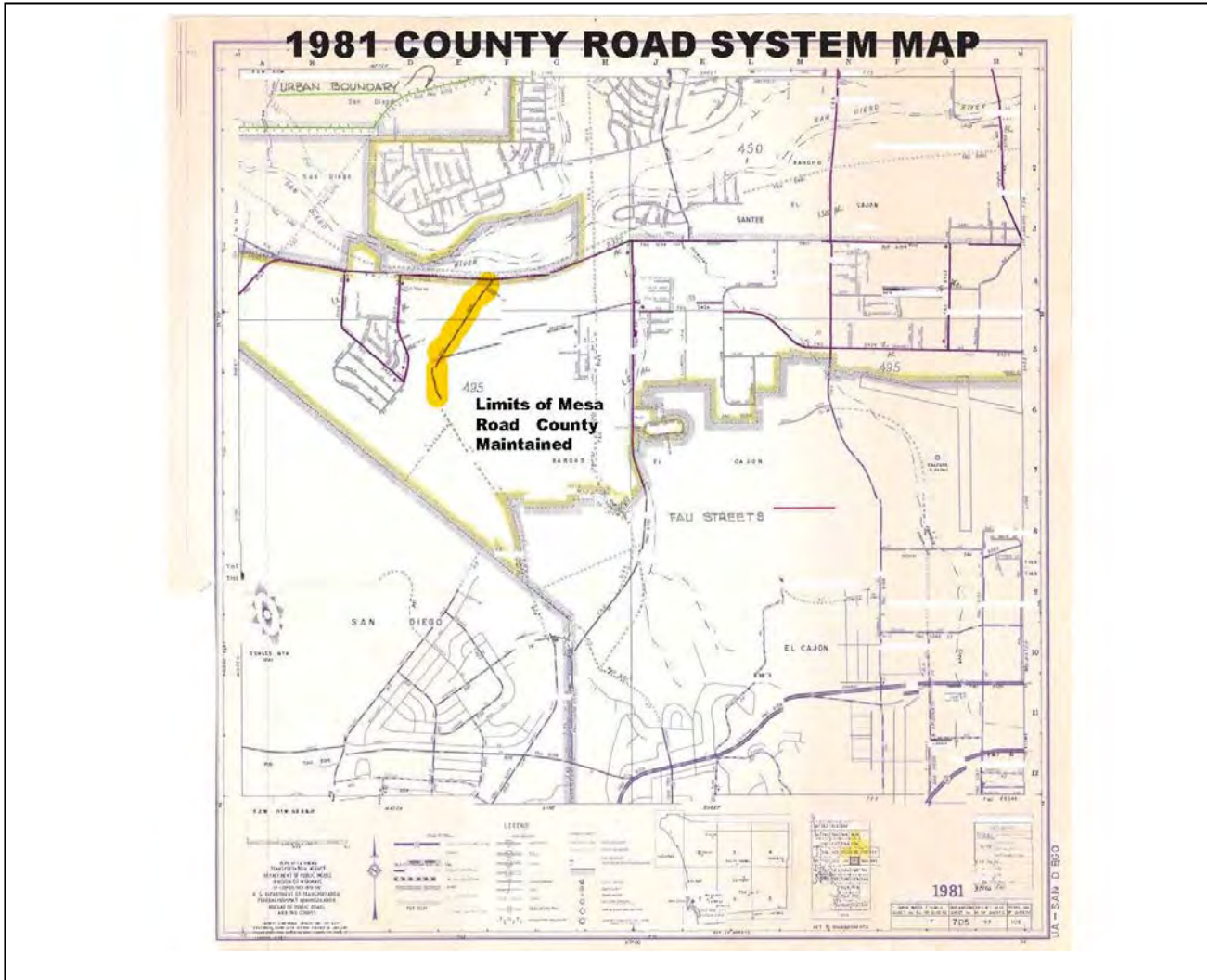
Circulation Element

In 2003, this Mesa Road connection was eliminated from the General Plan 2020 update. The current Mobility Element Roadway Classification for Mesa Road is “Collector Residential” to serve the potential extension of the roadway to serve developable property, and the Mobility Element still indicates that Mesa Road will not connect to Lake Murray Boulevard. Once the roadway is built to the City’s Public Works Standards (likely through private development) it could be accepted into the City’s Roadway System.

**ROAD BACKGROUND** – In 1884, the County accepted a road of unknown width from ex-Mission Rancho through El Cajon between Station Nos. 136 to 244+20 as depicted on Old Survey 119 as indicated below. For the most part, the condition of the right of way was, and still is, a dirt trail that was created prior to the use of motor vehicles.



Records of Surveys have been filed with the County showing Mesa Road as “traveled road” with a width described as “Found old existing fences approximately 40 feet apart”. At the time Santee incorporated in 1980, Mesa Road was being maintained by the County from Mission Gorge Road to approximately the southernly limits of the Mesa Heights subdivision south of Prospect Avenue as indicated on the San Diego County 1981 Road System Map.



Streets and Highways Code section 941 provides the process by which a county accepts roads into the county road system. It requires the County Board of Supervisors to cause those highways which are necessary to public commerce to be established, recorded, constructed and maintained. No public or private road will become a County highway until and unless the Board of Supervisors has caused the road to be accepted into the County road system. The acceptance of any road or the acceptance of any road subject to improvements pursuant to Government Code section 66477.1, does not constitute the acceptance of the road into the County road system in the absence of the adoption of a resolution by the Board of Supervisors accepting the road into the County road system. Additionally, Government Code section 66477.1 allows the public legislative body to accept or reject offers of dedication offered on final maps.

There is no record of an action by the County Board of Supervisors accepting Mesa Road into the County road system. This is likely due to the creation of the Mission Trails Regional Park and the use of the road as a park trail.

In 1980, upon incorporation of the City, all interests of the County, including underlying fees to roads owned by the County in and to any County highway which had been accepted into the County road system pursuant to Section 941 were vested in Santee and constituted City streets. (Sts. & Hy. Code, § 989 (a).) However, the vesting of a road, even if contained in the County road system, requires only that Santee maintain the road, and does not require Santee to improve the road to City standards. The City may not be held liable for failure to maintain any road until it has been accepted into the City street system. (Sts. & Hy. Code, § 1806.) In order for a street to be accepted into the City street system, it must be formally accepted by City Council resolution or ordinance.

The County owns the land south and southwest of Mesa Road as a part of Mission Trails Regional Park and claims fee title to that portion of Mesa Road from the southerly boundary of the Mesa Heights Subdivision (TM88-08) to the Mesa Trailhead for Mission Trails Regional Park that is adjacent to or within the County-owned property. The County property is hatched in green on the exhibit below. The exhibit also shows the location of the limits of the roadway that is currently being maintained by the City as well as the location of the County's gate to access Mission Trails Regional Park. As part of the Mesa Heights subdivision the developer, Lifetime Homes, a California Limited Partnership was required to dedicate and construct Mesa Road to meet the City's Public Works Standards adjacent to their site. This included acquisition of right of way from the County of San Diego as well. The acquisition from the County was obtained in 1990 through Eminent Domain in fee simple for public street purposes paid at the developers cost. However, the roadway south of the Mesa Heights subdivision was not required to be dedicated and constructed to the City's Public Works Standards, and remains unimproved.



In conclusion, our review of the County Road System Maps and Index from at the time of incorporation does not show Mesa Road as a County-maintained road and in fact, the County still claims fee ownership to that portion of Mesa Road south of the Mesa Heights subdivision. As such, the City is not obligated to maintain that portion of Mesa Road as a maintained city street. Even if that portion of Mesa Road were accepted into the County road system, nothing in Government Code requires a city to improve the affected road to city street standards.

**STAFF RECOMMENDATION**

Receive staff presentation.



# Vicinity Map

