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**City of Santee
Regular Meeting Agenda**

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

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

**May 8, 2013
7:00 PM**

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

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

PROCLAMATION: [National Public Works Week May 19 – 25, 2013](#)

PRESENTATION: [Presentation of funds to the City Council by the Santee Park and Recreation Committee](#)

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

1. CONSENT CALENDAR:

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

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.**
- (B) Approval of Meeting Minutes:**
 - [Santee City Council 4-24-13 Regular Meeting](#)
 - [CDC Successor Agency 4-24-13 Regular Meeting](#)
 - [Public Financing Authority 4-24-13 Regular Meeting](#)
- (C) Approval of Payment of Demands as presented.**

- (D) **Second Reading and adoption of an Ordinance of the City of Santee, California, amending Sections 9.68.030 and 9.60.040 of the Santee Municipal Code regulating the consumption of alcohol in Town Center Community Park and defining aggressive soliciting.**
- (E) **Approval of a Memorandum of Agreement between San Diego Fire-Rescue Department and City of Santee and authorization for the City Manager to execute the agreement.**
- (F) **Adoption of a Resolution accepting the construction contract with Siemens Industry, Inc. for the Speed Feedback Sign Project, CIP 2012-011, HSIPL 5429 (019) as complete and authorizing the recording of a Notice of Completion.**
- (G) **Adoption of a Resolution accepting the construction contract for Citywide Pavement Repair and Rehabilitation Program 2011, (CIP 2011-05) as complete and authorizing the recording of a Notice of Completion.**

2. PUBLIC HEARINGS:

- (A) **Public Hearing to adopt a Resolution approving the Program Year 2013 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).**

Recommendation:

- 1. Conduct and close the Public Hearing, and
- 2. Adopt the Resolution approving the Program Year 2013 Annual Action Plan and authorizing the City Manager to submit the grant application to HUD.

3. ORDINANCES (First Reading): None

4. CITY COUNCIL ITEMS AND REPORTS:

- (A) **Possible Cancellation of a Regular City Council Summer Meeting.**

Recommendation:

Identify preferred date for meeting cancellation and direct the City Clerk to post a Notice of Meeting Cancellation at the appropriate time.

(B) Location agreement between the City of Santee and HD Supply Facilities Maintenance, Ltd. (Continued from 4/24/13)

Recommendation:

Adopt the Resolution approving the location agreement between the City of Santee and HD Supply Facilities Maintenance, Ltd.

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:** None

7. **COMMUNICATION FROM THE PUBLIC:**

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

8. **CITY MANAGER REPORTS:**

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

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

11. **CITY ATTORNEY REPORTS:**

12. **CLOSED SESSION:**

(A) CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6)

Agency Designated Representatives: City Manager

Unrepresented Employees: All Full-Time Miscellaneous & Management Employees

(B) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(a)

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

13. **ADJOURNMENT:**



May	02	Santee Park & Recreation Committee	Bldg. 6 Conf. Rm.
May	08	City Council Meeting	Chamber
May	13	Community Oriented Policing Committee	Chamber Conf. Rm.
May	22	City Council Meeting	Chamber
June	06	Santee Park & Recreation Committee	Bldg. 6 Conf. Rm.
June	10	Community Oriented Policing Committee	Chamber Conf. Rm.
June	12	City Council Meeting	Chamber
June	20	Manufactured Home Fair Practices Commission	Chamber
June	26	City Council Meeting	Chamber

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

For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City’s website at www.ci.santee.ca.us.

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

State of California } County of San Diego } City of Santee }	AFFIDAVIT OF POSTING AGENDA
I, <u>Patsy Bell, CMC, City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with Resolution 61-2003 on <u>May 3, 2013</u> at <u>4:30 p.m.</u>	
_____ Signature	_____ 5/3/13 Date

City of Santee, California

Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council do hereby proclaim the week of May 19 – 25, 2013 as

NATIONAL PUBLIC WORKS WEEK

in the City of Santee, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this eighth day of May, two thousand thirteen, and have caused the Official Seal of the City of Santee to be affixed.



Randy Voepel
Mayor Randy Voepel

City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE May 8, 2013 **AGENDA ITEM NO.** PRES

ITEM TITLE PRESENTATION OF FUNDS TO THE CITY COUNCIL BY
THE SANTEE PARK AND RECREATION COMMITTEE

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

SPARC annually contributes funds to the City which includes proceeds derived from the Santee Bluegrass Festival held in September. These funds are deposited into the City's Recreation Revolving Fund.

At the May 2, 2013 Santee Park and Recreation Committee (SPARC) meeting, SPARC members voted to support the Santee Teen Center with a donation of \$10,000 from the proceeds of the 2012 Santee Bluegrass Festival.

Mr. Ken Fox, SPARC Chair, will be presenting a check to the City Council in the amount of \$10,000.

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓

Accept the check from SPARC.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE May 8, 2013

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF MEETING MINUTES: SANTEE CITY COUNCIL,
CDC SUCCESSOR AGENCY AND SANTEE PUBLIC FINANCING
AUTHORITY REGULAR MEETING OF APRIL 24, 2013

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk

PD

SUMMARY

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENTS (Listed Below)

April 24, 2013 Minutes

Minutes

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

Draft

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

April 24, 2013

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

Council Members present were: Mayor/Chair Randy Voepel, Vice Mayor/Vice Chair John W. Minto, and Council/Authority Member Jack E. Dale. Council/Authority Members Rob McNelis and John Ryan were absent.

Staff present were: City Manager/Authority Secretary Keith Till, City/Authority Attorney Shawn Hagerty, Deputy City Manager/Director of Development Services Pedro Orso-Delgado, Director of Community Services Bill Maertz, Finance Director/Treasurer Tim McDermott, Director of Fire and Life Safety Bob Leigh, Director of Human Resources Jodene Dunphy, Director of Planning Melanie Kush, Assistant to the City Manager Kathy Valverde, Senior Management Analyst Pamela White, Santee Sheriff's Captain Lisa Miller, City Clerk Patsy Bell, and Administrative Secretary Pam Coleman.

(Note: Hereinafter the titles Mayor, Vice Mayor, Council Member, City Manager, and City Attorney shall be used to indicate Mayor/Chair, Vice Mayor/Vice Chair, Council/Authority Member, City Manager/Authority Secretary, and City/Authority Attorney)

LEGISLATIVE INVOCATION: Reverend Dr. Frank Placone-Willey, Summit Unitarian Universalist Fellowship

PLEDGE OF ALLEGIANCE: Warren Savage, Santee Chamber of Commerce

Draft

PROCLAMATION: Designating April 27, 2013 as Arbor Day 2013 and Recognizing the City of Santee as a Tree City USA for 2012

City Manager Till presented the Proclamation to Director of Community Services Maertz. Lynette Short, CalFire Urban Forester, presented the City with a Tree City plaque and congratulated the City on being a Tree City USA for 2012.

PROCLAMATION: Bike to Work Month – May 2013

Vice Mayor Minto presented the Proclamation to Community Services Director Maertz and Principal Traffic Engineer Minjie Mei.

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

On Council Member McNelis' behalf, City Manager Till requested that Item 6(A) be continued to a future meeting.

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.
- (B) Approval of Meeting Minutes:
 - Santee City Council 4-10-13 Regular Meeting
 - CDC Successor Agency 4-10-13 Regular Meeting
 - Public Financing Authority 4-10-13 Regular Meeting
- (C) Approval of Payment of Demands as presented.
- (D) Second Reading and adoption of an Ordinance of the City of Santee, California, setting aside prior approval for executing a Development Agreement by and among the City Of Santee, Fanita Ranch L.P. and Barratt American Incorporated. (ORD 522)
- (E) Approval of the expenditure of \$59,229.11 for March 2013 Legal Services and related costs.
- (F) Authorization for the City Manager to execute an agreement with San Diego County Water Authority for the use of Proposition 84 Funds to conduct a pilot study for the installation of infiltration strips in concrete flood control channels.
- (G) Adoption of a Resolution accepting the Citywide Pavement Repair and Rehabilitation Program 2011 Project (CIP 2011-01) as complete and authorize the recording of a Notice of Completion. (Reso 27-2013)

Draft

- (H) Award and authorization for the City Manager to execute a professional services agreement to URS in an amount not to exceed \$15,786 for the Town Center Community Park Landscape Irrigation well study and authorization to transfer \$30,000 of Park-in-Lieu funds from General Park Improvements to the Town Center Community Park Landscape Irrigation Well project.

ACTION: On motion of Vice Mayor Minto, seconded by Council Member Dale, the Agenda and Consent Calendar were approved as amended with all voting aye, except Council Member McNelis and Council Member Ryan who were absent.

With Council's consent, Communication from the Public was re-ordered to follow the Consent Calendar.

7. COMMUNICATION FROM THE PUBLIC:

- (A) Sylvia Sullivan discussed Immigration Reform Bill 2013.

2. PUBLIC HEARINGS: None

3. ORDINANCES (First Reading):

- (A) An Ordinance amending Sections 9.68.030 and 9.60.040 of the Santee Municipal Code regulating the consumption of alcohol in Town Center Community Park and defining aggressive soliciting.

PUBLIC SPEAKER:

Speaking in opposition was Jean Emmons.

ACTION: On motion of Vice Mayor Minto, seconded by Council Member Dale, the Ordinance was approved for First Reading with all voting aye, except Council Member McNelis and Council Member Ryan who were absent.

4. CITY COUNCIL ITEMS AND REPORTS:

Vice Mayor Minto reported on the status of the County Fairgrounds. He also announced that May is National Law Enforcement Memorial Month.

Draft

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:**

(A) **Location agreement between the City of Santee and HD Supply Facilities Maintenance, Ltd.**

This item was continued without discussion to a date uncertain under "ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA."

(B) **Resolution approving associate membership by the City of Santee in the California Enterprise Development Authority (CEDA) and authorizing and directing the execution of an associate membership agreement; Resolution authorizing the City of Santee to join the FIGTREE PACE Program; authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Santee; and authorizing related actions. (Reso 28-2013 & 29-2013)**

Assistant to the City Manager Valverde presented a brief overview of the program.

PUBLIC SPEAKER:

Speaking in support was Van Collinsworth, Preserve Wild Santee.

ACTION: On motion of Council Member Dale, seconded by Vice Mayor Minto, the two Resolutions approving Associate Membership in the California Enterprise Development Authority (CEDA) and authorizing and directing the execution of an Associate Membership Agreement with CEDA; and authorizing the City of Santee to join the FIGTREE PACE program, authorizing CEDA to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Santee, and authorizing related actions were adopted with all voting aye, except Council Member McNelis and Council Member Ryan who were absent.

7. **COMMUNICATION FROM THE PUBLIC:**

Re-ordered to follow the Consent Calendar.

Draft

8. **CITY MANAGER REPORTS:** None

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

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

11. **CITY ATTORNEY REPORTS:** None

Council Members recessed at 7:39 p.m. and convened in Closed Session at 7:46 p.m. with all Members present, except Council Member McNelis and Council Member Ryan who were absent.

12. **CLOSED SESSION:**

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

(Government Code section 54956.8)

PROPERTIES:

The following addresses on Prospect Avenue in Santee, CA: 9860, 9808, 9822, 9840, 9830, 10017, 10023, 10131-10151, 10273, 10273, 10109, 10205, 10049, 10051, 10027-10039, 9915, 9851, 9825, 9833, 9959, 9835, 9855, 9805, 10375, 10527, 10517, 10445, 10555-10559, 10540, 10510, 10580, 10612, 10622, 10618, 10638, 10806, 10658, 10611, 10625, 10631, 10659, 10723, 10809, 10723, 10735, 10250, 10054, 10112, 10320, 10370, 10380, 10352. The following addresses in Santee, CA: 8539 Hubbles Lane, 8565 Paseo Drive, 8540, 8539, 8537 Cora Mae Place, 8629 Tumbleweed Terrace, 8614, 8622 Siesta Road, 8516-8528 N Magnolia Avenue, 8605, 8602 Fiona Way. The following Assessor's Parcel Numbers, which have no assigned street address, in Santee, CA: 384-180-20-00, 384-190-34-00, 384-190-72-00, 384-240-16-00, 384-250-06-00, 384-250-18-00, 384-251-09-00, 384-410-29-00, 384-410-77-00.

AGENCY NEGOTIATORS: Bruce Beach, Best Best & Krieger LLP, and Chip Willett, Dokken Engineering

Draft

NEGOTIATING PARTIES: Lawrence A. Hayden and Tina M. Hayden, San Diego Metropolitan Transit District Board, Rodney and Tonya Crossman, Roe Family, Edwards Trust, Robert Bates, HSP Partners, Mary Jude Ltd Partnership, Ronald and Garalyn Snow, Carl and Deborah Freeman, Jonathan D. Urshan, Catarino and Mario Navarro, Bruce R. and Brenda F. Kleege, Bron Development Co., John and Lorna Nickols, Michael and Adele Barrack, Gloria Duff, Ida E. Cunradi, Fiz-Fast, Inc., Tom Hurner, Thomas and Carol Angus, Leann Lardy, Proj. Manager, County Airports Division, Orin and Janette Baertsch, Robert Schnieders, Frankie B. Clemens, Flohr Family Trust; Warczak Family Trust, Mark and Vivian Kroeger, Donna J. McDonnell, TW Cameron, LLC, Cameron Brothers Construction Co. LP, John and Shirley Cameron, Snyder Family Trust, Dennis J. Cushman and Shawna M. Faubel, Ray C. Cadena, James C. Walton, Jesse Cryns - JCMS Landscaping, 10806 Prospect Avenue, LLC, Robert and Kathryn McWay, et al., Robert and Cheryl Eschwege, Michael R. Fernandes, Sueannette Wood Maniscalco, DC Commercial, LLC, Schleuterman Family Trust, Eugene and Florence Warengo, Richard and Linda Hopper and Henry Tietz, Roy A. Woodward, Robert and Brenda Kleege, Charles L. Tatman, Michael and Charlotte Pratkano, Franco and Caterina Race, Regina Marahrens, Zack Cirks, Martin Ramirez, Guadalupe Villa, and any other person having an ownership interest in the properties listed above.

UNDER NEGOTIATION: Both price and terms

(B) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Gov. Code section 54956.9)

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

(C) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Gov. Code section 54956.9)

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

(D) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(a)

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

Draft

Council Members reconvened in Open Session at 8:00 p.m. with all Members present, except Council Member McNelis and Council Member Ryan who were absent. Mayor Voepel reported that on Item 12(A), Council authorized the appraised values and gave direction to property negotiators; and direction was given to staff on Items 12(B), 12(C), and 12(D).

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:00 p.m.

Date Approved: _____

Patsy Bell, City Clerk and for
Authority Secretary Keith Till

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE May 8, 2013

AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT *TM*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *KL*

Approval of the payment of demands as presented.

ATTACHMENTS (Listed Below)

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

Payment of Demands
Summary of Checks Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/15/13	Accounts Payable	\$ 11,884.58
04/16/13	Accounts Payable	169,719.25
04/18/13	Payroll	272,960.59
04/18/13	Accounts Payable	166,451.75
04/22/13	Accounts Payable	75,523.19
04/23/13	Accounts Payable	<u>1,188,798.54</u>
	TOTAL	<u>\$ 1,885,337.90</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
102006	4/15/2013	10001 US BANK	0010		SPARC MEETING	37.35
			0011440719		CAR RENTAL	81.48
			0015		PATCHING MATERIALS	26.05
			0019		MEETING SUPPLIES	6.14
			0040		MEETING SUPPLIES	6.14
			0045		PESTICIDE SEMINAR	80.00
			02/27/13		COUNCIL MEETING SUPPLIES	14.15
			022613-8		CHAIN SHARPENING	34.69
			02451		SIDEWALK MATERIAL	112.81
			02768		WORK GLOVES	88.26
			03/18/13		OFFICE SUPPLIES	16.45
			03062013		SUPPLIES	10.92
			0306692909		MEETING SUPPLIES	5.18
			031113-5		CHAIN SHARPENING	34.69
			031249		MEETING SUPPLIES	8.91
			032513-9		REPAIR & MAINTENANCE- EQUIPM	63.10
			05435		PAINT PLAY EQUIPMENT	177.29
			06453256001		MEETING SUPPLIES	12.94
			064783		SR TRIP TICKETS	704.00
			070149217		METER COVERS	162.53
			075255		PARKING FEE	36.00
			10568295174460216		ALL EVENT EXPENSE	-35.14
			12574		MEETING MATERIALS	43.20
			1307048		JOB ANNOUNCEMENT	280.00
			13-308		HOSE-PRESSUE WASHER	150.12
			1422		WATER FILTERS	21.06
			15406604		AIRLINE TICKET/EDEN CONF.	380.60
			1605490		CONCRETE	455.80
			1659		OFFICE SUPPLIES	30.22
			169A		ACADEMY REGISTRATION	580.00
			177804		ENGINEERS ACADEMY	360.00
			2138103		ELECTRICAL SUPPLIES	259.46
			240559		LODGEPOLES	38.09
			2521708		OFFICE SUPPLIES	26.35
			25884		CONCRETE SUPPLIES	18.92
			275169150883		LAMPS/BALLASTS	224.60

Voucher List
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102006	4/15/2013	10001 US BANK	(Continued)			
			310617-00		FOUNTAIN PARTS	293.87
			31559		CPRS CONF LODGING	206.66
			31582		CPRS CONF LODGING	206.66
			3194		SPRING EGGSTRAVAGANZA	7.56
			3202013		EVENT SUPPLIES	74.75
			3423814		JOB ANNOUNCEMENT	281.00
			3800442912		MEETING SUPPLIES	46.40
			38495		CITY HALL REPAIRS	11.38
			42948		SAND BLASTER PARTS	20.65
			43246		FENCING	495.00
			4853874		GLASS OVEN DOOR FS#4	86.47
			4994		UPHOLSTERY- APPARATUS	1,255.00
			50898		PRINTING INSP REQ CARD	130.54
			5130424		PARK SUPPLIES	52.77
			535334		CPRS CONF- DINNER	12.32
			5529303		CODE ENF WORKSHOP	25.00
			60462		PAINTING SUPPLIES	145.05
			6122618		PARK ELECTRICAL SUPPLIES	94.41
			661173		MEETING STATE PARKS GRANT	39.79
			67913		PARK PAINT	53.16
			7096984406		TRASH BAGS	584.06
			7097773205		TRASH BAGS	584.06
			732226		STREET LIGHT BULBS	145.54
			74591		SENIORS SANTEE LAKES	24.00
			752253448		ALL EVENT EXPENSES	17.75
			80		MEETING SUPPLIES	13.49
			83066		REBAR CURB STOPS.	12.31
			83751		PARK SUPPLIES	52.46
			8590466		CABLE TIES	26.97
			85995		CPRS CONF - FOOD	2.98
			8607		CAR WASH COUPONS CITY FLEET	500.00
			88707966		TCCPE FENCE	87.10
			93404		PARK PAINT	138.65
			CAS162665		IRRIGATION PARTS	19.96
			CAS162665 CREDIT		CREDIT ON ACCOUNT	-19.96
			CAS162666		NEW LADDER	72.09

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102006	4/15/2013	10001 US BANK	(Continued) CAS162704 DDNL724Y9KQ F-0133 F-0138 GP4DVS SAF 68686 UL999565		IRRIGATION PARTS. TYLER CONNECT CONFERENCE MEETING SUPPLIES MEETING SUPPLIES AIRFARE FOR TRAINING SIGNS SHUTTLE	19.96 800.00 6.38 6.38 513.80 151.80 34.00 11,884.58
Total :						11,884.58
Bank total :						11,884.58
Total vouchers :						11,884.58

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Prepared by: *[Signature]*
Date: 4/15/13

Approved by: *[Signature]*
Date: 4-15-13

Bank code : ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
102007	4/16/2013	11028 ADAME, EDDIE	040813		MEDIC LIC RENEWAL	217.00			
					Total :	217.00			
102008	4/16/2013	10017 BAY CITY ELECTRIC WORKS	W108384	50131	FS#5 GENERATOR SVC	182.02			
			W108385	50131	FS#4 GENERATOR SVC	182.02			
					Total :	364.04			
102009	4/16/2013	10021 BOUND TREE MEDICAL LLC	81035612	50050	EMS SUPPLIES	1,152.50			
			81037078	50050	EMS SUPPLIES	518.14			
					Total :	1,670.64			
102010	4/16/2013	10008 BPI PLUMBING	S-14059	50132	PLUMBING REPAIRS	588.67			
			S-14580	50289	FIRE #4 WATER HEATER	3,536.00			
					Total :	4,124.67			
102011	4/16/2013	10327 CARLIN, TAMMIE	004		INSTRUCTOR PAYMENT	1,224.00			
					Total :	1,224.00			
102012	4/16/2013	10031 CDW GOVERNMENT LLC	BF19466	50293	CAD PLOTTER	827.00			
					Total :	827.00			
102013	4/16/2013	10569 CHARLENE'S DANCE N CHEER	31913		INSTRUCTOR PAYMENT	1,452.75			
					Total :	1,452.75			
102014	4/16/2013	10032 CINTAS #64	694557467		SHOP TOWEL/UNIFORM RENTAL	60.29			
					Total :	60.29			
102015	4/16/2013	10035 COMPETITIVE METALS INC	123123		FENCING MATERIALS	65.01			
					Total :	65.01			
102016	4/16/2013	10845 CONTROLLED ENTRY SPECIALISTS	822333	50263	DOOR/GATE MAINTENANCE	1,448.00			
					Total :	1,448.00			
102017	4/16/2013	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	238.82			
			094486701		TELEPHONE	2,891.44			
			105080401		9310 FANITA PARKWAY	63.45			

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
102017	4/16/2013	10333	10333 COX COMMUNICATIONS	(Continued)			3,193.71
102018	4/16/2013	11007	CYPREXX SERVICES LLC	040413		REFUND OVERPAYMENT	146.00
102019	4/16/2013	10449	DAY WIRELESS SYSTEMS	55197202		SPRING EGGSTRAVAGANZA	146.00
102020	4/16/2013	10200	DELGADO, PEDRO ORSO	03/01/13-03/31/13		CITY'S PORTION OF AT&T BILL	106.68
102021	4/16/2013	10250	EAST COUNTY CALIFORNIAN	00016499	50078	ADVERTISING	106.68
102022	4/16/2013	10053	EL CAJON PLUMBING & HEATING	249848	50212	PLUMBING SUPPLIES	102.49
				249931	50212	CREDIT - PLUMBING PARTS	102.49
				250287	50212	PLUMBING SUPPLIES	220.50
				253507	50212	PLUMBING REPAIR PARTS	220.50
				253658	50212	PLUMBING SUPPLIES	94.96
				253973	50212	PLUMBING SUPPLIES	-226.81
102023	4/16/2013	10057	ESGIL CORPORATION	04/05/13		SHARE OF FEES	16.16
102024	4/16/2013	10146	EXPRESSIONS DANCE AND MOVEMENT	1WINTER2013		INSTRUCTOR PAYMENT	178.60
102025	4/16/2013	10009	FIRE ETC	46127-A	50010	CLASS A FOAM	91.28
				46127-B	50303	CLASS A FOAM	47.67
102026	4/16/2013	10196	FIRE PREVENTION SERVICES INC	WEED ABATEMNT SVCS		REFUND TO FIRE PREVENTION	201.86
102027	4/16/2013	10066	GLOBALSTAR USA LLC	1000000004611220		SATELLITE PHONE SERVICE THRO	5,377.14
							5,377.14
							748.80
							748.80
							422.12
							225.61
							647.73
							3,017.44
							3,017.44
							43.87
							43.87

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102028	4/16/2013	11030 GOLDEN PROPERTY DEVELOPMENT	APRIL 15, 2103		REFUND PERMIT	187.62
					Total :	187.62
102029	4/16/2013	10640 GOVERNMENT JOBS.COM INC, C/O NEOC 07-9235			JOB POSTING	175.00
					Total :	175.00
102030	4/16/2013	10070 HAWTHORNE MACHINERY	PS020022715	50012	VEHICLE WINDOW	272.51
					Total :	272.51
102031	4/16/2013	10256 HOME DEPOT CREDIT SERVICES	3154237	50055	EQUIPMENT REPAIR PARTS	42.82
			3154245	50055	TOOLS STATION 5	66.69
			3154262	50055	CR -REPAIR PART RETURNED	-16.73
			3154263	50055	EQUIPMENT REPAIR PARTS	16.18
			7154067	50055	ADAPTOR SET	10.77
					Total :	119.73
102032	4/16/2013	10612 HOME OF GUIDING HANDS CORP	03312013	50218	CDBG SUBRECIPIENT REIMB.	11,256.00
					Total :	11,256.00
102033	4/16/2013	11026 KETCHPAW, MARY	2002866.001		REFUND REC FEES	69.48
					Total :	69.48
102034	4/16/2013	10302 KHLASA, GURUAMRIT K	31813		INSTRUCTOR PAYMENT	321.75
					Total :	321.75
102035	4/16/2013	10590 KOCH - ARMSTRONG GENERAL	90566C	50196	CITYWIDE PAVEMENT REPAIR	1,763.71
					Total :	1,763.71
102036	4/16/2013	10079 MEDICO PROFESSIONAL	1214404	50036	MEDICAL LINEN SERVICE	24.16
			1214406	50036	MEDICAL LINEN SERVICE	12.93
					Total :	37.09
102037	4/16/2013	10507 MITEL LEASING	1099839		MONTHLY RENTAL 130737	89.64
			1107980		MONTHLY RENTAL 124690	146.90
			1108898		MONTHLY RENTAL 122670	1,757.78
			1109328		MONTHLY RENTAL 130737	89.64
			1109377		MONTHLY RENTAL 131413	97.47

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
102037	4/16/2013	10507 MITEL LEASING				
102038	4/16/2013	11021 MUH INC	22171		SR TRIP TRANSPORT FOLLIES	2,181.43
					Total :	1,135.65
102039	4/16/2013	10084 NALCO CAL-WATER LLC	32633 34040	50128 50128	DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE	131.40 90.00
					Total :	221.40
102040	4/16/2013	10218 OFFICE DEPOT BUSINESS SOLUTION	1497		SHIPPING CHARGES	95.94
					Total :	95.94
102042	4/16/2013	10344 PADRE DAM MUNICIPAL WATER DIST	209-02014-16 209-02021-17 209-02023-12 209-02032-22 209-02134-12 209-02136-11 209-02205-17 209-02461-15 210-00894-10 210-02689-01 210-02701-01 210-02705-01 210-10397-10 210-12800-01 210-13462-01 210-15591-04 215-02414-11 215-03082-02 215-06676-11 215-09881-01 220-01782-11 221-08500-00 221-08550-17 225-00472-10 230-00004-09		TOWN CENTER PKY-RW TOWN CENTER PKY-RW TOWN CENTER PKY-RW 170 TOWN CENTER PKY-RW TOWN CENTER PKY-RW TOWN CENTER PKY-RW TOWN CENTER PKY-RW TOWN CENTER PKY-RW MISSION GORGE RD RW 9534 VIA ZAPADOR 9534 VIA ZAPADOR 9534 VIA ZAPADOR MISSION GORGE RD W TOWN MISSION GORGE RD CTRL MEDIAN @ MISSION GORGE GLEN OAKS WAY PROSPECT AVE @ CLIFFORD PROSPECT CT MISSION GORGE RD BIG ROCK PARK MISSION GORGE RD 8115 ARLETTE ST BIG ROCK RD 8915 CARLTON HILLS BLV CARLTON HILLS BLV	4,032.60 1,702.60 167.60 125.70 452.60 197.60 110.70 462.60 130.70 60.50 336.00 448.84 115.70 157.60 116.70 51.70 79.70 57.00 295.70 1,007.60 269.70 160.25 350.35 74.70 538.76

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102042	4/16/2013	10344 PADRE DAM MUNICIPAL WATER DIST	(Continued)			
			230-00006-10		CARLTON HILLS BLV	1,132.60
			230-00020-10		CARLTON HILLS BLVD	74.70
			230-00231-10		9329 LAKE CANYON RD	56.70
			230-00755-19		9413 CARLTON HILLS BLV	115.70
			230-01898-15		9555 CARLTON HILLS BLVD	79.70
			230-03384-16		9457 MAST BLV RW	94.70
			230-36584-20		9496 MAST BLVD	51.70
			230-48037-10		PENNYWOOD RD RW	74.70
			230-48315-10		9705 CARLTON HILLS BLV	74.70
			230-50931-10		9776 CARLTON HILLS BLVD	74.70
			230-52603-10		9809 CARLTON HILLS BLV	51.70
			232-00646-10		9313 LAKE CANYON RD	56.70
			232-01051-12		9231 LAKE CANYON RD	79.70
			233-05937-21		9000 MAST BLV NE RW	167.60
			235-00006-24		CARLTON OAKS	160.70
			235-00010-21		CALLE DEL LAGO MED	327.48
			235-00117-03		9310 FANITA PKY	170.20
			235-00521-01		9130 CARLTON OAKS DR	544.24
			235-00525-01		9130 CARLTON OAKS DR	60.50
			235-00529-01		9130 CARLTON OAKS DR	770.70
			236-07107-10		MAST BLV E RW	157.60
			236-07133-10		MAST BLV W RW	252.60
			236-07136-10		8750 MAST BLV	936.12
			236-07138-10		MAST BLV RW	3,260.80
			242-04686-10		MAGNOLIA AVE & PROSPECT	179.70
			242-04976-11		MAGNOLIA AVE & PROSPECT	96.70
			242-04987-24		MAGNOLIA AVE @ PROSPECT AVE	79.70
			242-05292-13		PROSPECT AVE @ MAGNOLIA	79.70
			242-15485-01		PROSPECT AVE POC#4	157.60
			242-15491-01		PROSPECT AVE POC#4	157.60
			242-16037-01		PROSPECT AVE POC#4	157.60
					Total :	21,238.64
102043	4/16/2013	10090 PARKHOUSE TIRE INC	3010163858	50041	VEHICLE TIRES	1,127.78
					Total :	1,127.78

Voucher List
CITY OF SANTEE

Bank code : ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
102044	4/16/2013	10241 PETTY CASH	PC- FIRE 04/09/2013		PETTY CASH REIMB - FIRE	161.46			
						161.46	Total :		
102045	4/16/2013	10092 PHOENIX GROUP INFO SYSTEMS	022013031	50305	PARKING CITE SVC FEB 2013	80.57			
						80.57	Total :		
102046	4/16/2013	10161 PRIZM JANITORIAL SERVICES, INC	7100	50106	CLEANING SERVICES	3,134.54			
						3,134.54	Total :		
102047	4/16/2013	10578 RBF CONSULTING	843243	24140	CITYWIDE CMP ASSESSMENT	12,811.60			
						12,811.60	Total :		
102048	4/16/2013	10240 RICHARDSON, SUE	cpns 3-18-2013		TRAVEL REIMBURSEMENT	84.09			
						84.09	Total :		
102049	4/16/2013	10585 SHARP REES-STEALY MEDICAL	2581161562		FIREFIGHTER PHYSICAL	52.30			
						52.30	Total :		
102050	4/16/2013	10487 SIEMENS INDUSTRY INC	400094551 400094551R	50291	SPEED FEEDBACK SIGNS RETENTION - SPEED SIGNS	68,310.00			
						-3,415.50	Total :		
						64,894.50			
102051	4/16/2013	10314 SOUTH COAST EMERGENCY VEHICLE	467506 467532	50059 50059	VEHICLE REPAIR PART EQUIPMENT REPAIR	189.20			
						740.57	Total :		
						929.77			
102052	4/16/2013	10837 SOUTHWEST TRAFFIC SIGNAL	51075	50257	STREET LIGHT POLES	12,185.00			
						12,185.00	Total :		
102053	4/16/2013	10116 STAT PHARMACEUTICALS INC	410163-00	50071	PHARMACEUTICALS	212.13			
						212.13	Total :		
102054	4/16/2013	10121 SUPERIOR READY MIX LP	556427 556696	50108 50108	EMULSION OIL ASPHALT	103.36			
						631.80	Total :		
						735.16			
102055	4/16/2013	10126 THE LIGHTHOUSE INC	0849315	50023	VEHICLE REPAIR PARTS	101.94			

Bank code :	ubgen			Invoice	PO #	Description/Account	Amount	
Voucher	Date	Vendor						
102055	4/16/2013	10126	THE LIGHTHOUSE INC				101.94	
102056	4/16/2013	11011	THOMPSON, CHRIS	040313		PARAMEDIC RECERTIFICATION	217.00	
						Total :	217.00	
102057	4/16/2013	10479	TIRE CENTERS LLC	8720137768	50125	VEHICLE REPAIR	65.35	
						Total :	65.35	
102058	4/16/2013	10715	VERONICA TAM & ASSOCIATES INC	1538	50225	HOUSING ELEMENT PREP	5,985.00	
						Total :	5,985.00	
102059	4/16/2013	11025	WARNER, DIANA	2002865.001		RECREATION FEES REFUND	22.96	
						Total :	22.96	
102060	4/16/2013	10136	WEST COAST ARBORISTS INC	86523	50175	TREE MAINTENANCE	1,176.00	
						Total :	1,176.00	
102061	4/16/2013	10148	WESTAIR GASES & EQUIPMENT INC	323926	50028	WELDING SUPPLIES	157.31	
				323929	50092	WELDING SUPPLIES	144.78	
						Total :	302.09	
102062	4/16/2013	10232	XEROX CORPORATION	067041087	50031	COPIER MAINT -STA 4	61.41	
				067326417	50066	XEROX LEASING/COPING	273.53	
						Total :	334.94	
102063	4/16/2013	10318	ZOLL MEDICAL CORPORATION	1095563	50301	EMS SUPPLIES	769.50	
						Total :	769.50	
56 Vouchers for bank code : ubgen							Bank total :	169,719.25
56 Vouchers in this report							Total vouchers :	169,719.25

Prepared by: *Vannoy Jacobs*
 Date: 4/16/13
 Approved by: *Sonia Holcomb*
 Date: 4-16-13

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102064	4/18/2013	10779 NATIONAL BENEFIT SERVICES LLC	PPE 04/10/13		FLEXIBLE SPENDING ACCOUNT	1,626.12
					Total :	1,626.12
102065	4/18/2013	10784 NATIONAL UNION FIRE INSURANCE	April 2013		VOLUNTARY AD&D	182.06
					Total :	182.06
102066	4/18/2013	10353 PERS	04 13 3		PERS RETIREMENT PAYMENT	126,001.34
			04 13 3 adj		PERS RETIREMENT PAYMENT	97.06
					Total :	126,098.40
102067	4/18/2013	10335 SAN DIEGO FIREFIGHTERS FEDERAL	April 2013		LONG TERM DISABILITY-SAFETY	960.00
					Total :	960.00
102068	4/18/2013	10424 SANTEE FIREFIGHTERS	PPE 04/10/13		SFFA UNION DUES	2,191.20
					Total :	2,191.20
102069	4/18/2013	10776 STATE OF CALIFORNIA	PPE 04/10/13		WITHHOLDING ORDER	652.45
					Total :	652.45
102070	4/18/2013	10783 UNITED WAY OF SAN DIEGO COUNTY	April 2013		UNITED WAY	116.00
					Total :	116.00
102071	4/18/2013	10001 US BANK	P Date 04/18/13		PARS RETIREMENT: PAYMENT	556.80
					Total :	556.80
102072	4/18/2013	10959 VANTAGE TRANSFER AGENT/457	ICMA PPE 04/10/13		ICMA	30,287.46
					Total :	30,287.46
102073	4/18/2013	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 04/10/13		RETIREE HEALTH SAVINGS ACCOL	3,781.26
					Total :	3,781.26
					Bank total :	166,451.75
					Total vouchers :	166,451.75

10 Vouchers for bank code : ubgen

10 Vouchers in this report

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Prepared by: *Samuel Jackson*
Date: 4/18/13

Approved by: *FKM*
Date: 4/18/13

Voucher List
CITY OF SANTEE

Bank code :	ubgen	Vendor	Date	Invoice	PO #	Description/Account	Amount
22346	4/22/2013	10955 DEPARTMENT OF THE TREASURY		PPE 04/10/13		FEDERAL WITHHOLDING TAX: PAYI	58,888.54
						Total :	58,888.54
22405	4/22/2013	10956 FRANCHISE TAX BOARD		PPE 04/10/13		CA STATE TAX WITHHELD: PAYMEN	16,613.40
						Total :	16,613.40
223461	4/22/2013	10955 DEPARTMENT OF THE TREASURY		PPE 04/10/13		FEDERAL WITHHOLDING TAX: PAYI	21.25
						Total :	21.25
3 Vouchers for bank code : ubgen							75,523.19
3 Vouchers in this report							75,523.19

Prepared by: *Vernon Jackson*
 Date: 4/22/13
 Approved by: *James Hubbard*
 Date: 4-22-13

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102074	4/23/2013	10018 BENCHMARK LANDSCAPE SVCS INC	102609	50195	LANDSCAPE SERVICES	2,291.00
			102610	50195	LANDSCAPE SVCS EX WRK	185.00
					Total :	2,476.00
102075	4/23/2013	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS MAR 2013		LEGAL SERVICES MARCH 2013	59,229.11
					Total :	59,229.11
102076	4/23/2013	10021 BOUND TREE MEDICAL LLC	81041795	50050	EMS SUPPLIES	104.11
			81044149	50050	EMS SUPPLIES	569.71
					Total :	673.82
102077	4/23/2013	10029 CANNON PACIFIC SERVICES INC	830158	50101	STREET SWEEPING	11,112.15
					Total :	11,112.15
102078	4/23/2013	10031 CDW GOVERNMENT LLC	BH22553	50298	SERVER HARD DRIVES	888.60
			BJ46194	50287	MICROSOFT SUPPORT	396.39
					Total :	1,284.99
102079	4/23/2013	10526 CHANNEL ISLANDS SIDEWALK	1399	50278	SIDEWALK GRINDING	10,487.45
					Total :	10,487.45
102080	4/23/2013	10032 CINTAS #64	694559940		SHOP TOWEL/UNIFORM RENTAL	98.48
					Total :	98.48
102081	4/23/2013	10541 COUNTY OF SAN DIEGO	SN-2012/2013-4		ANIMAL CONTROL SERVICES	75,629.50
					Total :	75,629.50
102082	4/23/2013	10040 COUNTYWIDE MECHANICAL SYS INC	13061653	50110	HVAC REPAIRS	1,052.56
					Total :	1,052.56
102083	4/23/2013	10333 COX COMMUNICATIONS	001 3110 094812201	50096	INTERNET FOR CLOCK TWR	60.00
			063453006		9534 VIA ZAPADOR	321.71
			066401501		10601 N MAGNOLIA	31.41
					Total :	413.12
102084	4/23/2013	10043 D & D SERVICES INC	33178	50102	MARCH ANIMAL DISPOSAL	970.00

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102084	4/23/2013	10043 D & D SERVICES INC	(Continued)			970.00
102085	4/23/2013	10056 EPIC PEST CONTROL & LANDSCAPE	1EPC8771	50152	MARCH PEST CONTROL SVCS	930.00
					Total :	930.00
102086	4/23/2013	10057 ESGIL CORPORATION	03133355 04/08/13-04-12/13		FIRE PLAN REVIEW-MAR 2013	2,385.00
					SHARE OF FEES	15,905.75
					Total :	18,290.75
102087	4/23/2013	10436 FLUORESCO LIGHTING & SIGNS	61992001 61992201	50262 50262	STREET LIGHT MAINTENANCE FY 12/13 STREET LIGHT MAINTENA	783.40 605.66
					Total :	1,389.06
102088	4/23/2013	10065 GLOBAL POWER GROUP INC	27292 28044 28045	50103 50103 50103	ELECTRICAL SERVICES ELECTRICAL SERVICES ELECTRICAL SERVICES	35.00 105.00 455.00
					Total :	595.00
102089	4/23/2013	10246 HUDSON SAFETY T LITE RENTALS	00015258	50056	SIGNS	281.22
					Total :	281.22
102090	4/23/2013	10075 IRON MOUNTAIN INFO MGMT INC	103912843	50142	DATA STORAGE SVC MAR 2013	183.15
					Total :	183.15
102091	4/23/2013	11009 KNN PUBLIC FINANCE	PROJ 765-03-13		CDC CONT DISCLOSURE FILING	1,100.00
					Total :	1,100.00
102092	4/23/2013	10796 LAKESIDE LAND COMPANY INC	269681	50254	TOPSOIL	41.21
					Total :	41.21
102093	4/23/2013	10154 MCDUGAL LOVE ECKIS BOEHMER &	83581 83582		CLAIM SERVICES RENDERED CLAIM SERVICES RENDERED	4,499.90 1,333.24
					Total :	5,833.14
102094	4/23/2013	10079 MEDICO PROFESSIONAL	1217950 1217951	50036 50036	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	24.16 12.93
					Total :	37.09

Voucher List
CITY OF SANTEE

Bank code : ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
102095	4/23/2013	10410 MILLER, DAVID JOSEPH	42613		DJ SERVICES	150.00			
					Total :	150.00			
102096	4/23/2013	10084 NALCO CAL-WATER LLC	34458	50128	DEIONIZED WATER SERVICE	45.00			
					Total :	45.00			
102097	4/23/2013	10161 PRIZM JANITORIAL SERVICES, INC	7025	50106	CLEANING SERVICES	3,134.54			
					Total :	3,134.54			
102098	4/23/2013	10095 RASA	4572	50186	MAPCHECK-LANTERN CREST	230.00			
					Total :	230.00			
102099	4/23/2013	10552 SAFEWAY SIGN COMPANY	93331	50190	STREET SIGNS	981.79			
					Total :	981.79			
102100	4/23/2013	10606 SAN DIEGO COUNTY SHERIFFS	SHERIFF FEB 2013		LAW ENFORCEMENT FEB 2013	974,124.22			
					Total :	974,124.22			
102101	4/23/2013	10212 SANTEE SCHOOL DISTRICT	2011-15	50231	TRANSPORT TO TEEN CENTER	550.00			
			2012-16	50231	TRANSPORT TO TEEN CENTER	630.00			
					Total :	1,180.00			
102102	4/23/2013	11036 SHRED IT	9401746798		SHREDDING	417.01			
					Total :	417.01			
102103	4/23/2013	10314 SOUTH COAST EMERGENCY VEHICLE	467581	50059	EQUIPMENT REPAIR PARTS	11.20			
					Total :	11.20			
102104	4/23/2013	10471 SPIKER, STEPHEN R	1234		SANTREE FEST	100.00			
					Total :	100.00			
102105	4/23/2013	10217 STAPLES ADVANTAGE	115879635	50089	STAPLES ADVANTAGE CREDIT	-20.58			
			3195824392	50089	STAPLES ADVANTAGE	82.30			
					Total :	61.72			
102106	4/23/2013	10116 STAT PHARMACEUTICALS INC	409167-01	50071	PHARMACEUTICALS	14.16			
			409881-02	50071	PHARMACEUTICALS	89.84			
			410016-01	50071	PHARMACEUTICALS	63.56			

City of Santee
COUNCIL AGENDA STATEMENT

ID

MEETING DATE May 8, 2013

AGENDA ITEM NO.

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY OF SANTEE, CALIFORNIA, AMENDING SECTIONS 9.68.030 and 9.60.040 OF THE SANTEE MUNICIPAL CODE REGULATING THE CONSUMPTION OF ALCOHOL IN TOWN CENTER COMMUNITY PARK AND DEFINING AGGRESSIVE SOLICITING

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk



SUMMARY

The introduction and first reading of the above-entitled Ordinance was approved at a Regular Council Meeting on April 24, 2013.

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

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

FINANCIAL STATEMENT None

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Adopt Ordinance

ATTACHMENTS (Listed Below)

Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AMENDING SECTIONS 9.68.030 AND 9.60.040 OF THE SANTEE MUNICIPAL CODE
REGULATING THE CONSUMPTION OF ALCOHOL IN TOWN CENTER COMMUNITY
PARK AND TO DEFINE AGGRESSIVE SOLICITING**

WHEREAS, possession and consumption of alcoholic beverages in certain City parks has been linked to increased criminal activities in those parks and increased litter in the watershed; and

WHEREAS, the City strives to serve the public health, safety and welfare, to assure a cleaner and more hygienic environment for the City, its residents and visitors, and to decrease the instances of litter; and

WHEREAS, the City strives to prevent aggressive soliciting on property open to the public, which threatens the public health, safety and welfare.

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

Section 1. Section 9.68.030 of the Santee Municipal Code is deleted in its entirety and replaced with the following:

Section 9.68.030 Prohibited possession of opened container, public property.

A. It is unlawful for any person to enter upon, be, or remain upon, any public street, sidewalk, alley or public property when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed except at the following public places: Santee Lakes Regional Park; Santee city parks, except Mast Park as set forth in subsection B of this section, Town Center Community Park as set forth in subsection C of this section; Mission Trails Regional Park; and Buildings 7 and 8 of the Santee Civic Center.

B. It is unlawful for any person to enter upon, be, or remain upon the premises of Mast Park when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed, except as follows: on weekends during all hours at which Mast Park is open to the public as designated by the city council or the department of community services. For purposes of this subsection, the term "weekend" is defined as between twelve a.m. on each Saturday and twelve a.m. on each Monday; on any legal holiday(s) designated by the department of community services; and as authorized by a permit issued prior to the occurrence by the department of community services pursuant to its authority to promulgate rules and regulations for the operation of city parks subject to approval of the city council under Section 12.28.030 of this code.

ORDINANCE NO. _____

C. It is unlawful for any person to enter upon, be, or remain upon the premises of Town Center Community Park when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed except as follows: on weekends during all hours at which Town Center Community Park is open to the public as designated by the city council or the department of community services. For purposes of this subsection, the term "weekend" is defined as between twelve a.m. on each Saturday and twelve a.m. on each Monday; on any legal holiday(s) designated by the department of community services; and as authorized by a permit issued prior to the occurrence by the department of community services pursuant to its authority to promulgate rules and regulations for the operation of city parks subject to approval of the city council under Section 12.28.030 of this code.

Section 2. Section 9.60.040.B of the Santee Municipal Code is hereby amended as follows:

B. For the purposes of this section, a person "coerces, threatens, hounds, harasses or intimidates another person" when:

1. The solicitor's conduct would cause a reasonable person in the position of the solicitee to fear for their safety;
2. The solicitor intentionally blocks the path of the solicitee;
3. The solicitor persists in following the solicitee closely, and continues to demand money or other things of value after the solicitee has rejected the solicitation by words or conduct;
4. The solicitor blocks, obstructs, or prevents the free access to the entrance of any building open to the public; or
5. The solicitor fails to comply with any posted sign or signs indicating times, manners, or places where soliciting is permitted. Any such sign must contain lettering in a font size of at least 1/2 inch in height.

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

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

ORDINANCE NO. _____

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

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 24th day of April 2013, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 8th day of May 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

**_____
RANDY VOEPEL, MAYOR**

ATTEST:

**_____
PATSY BELL, CMC, CITY CLERK**

City of Santee
COUNCIL AGENDA STATEMENT

1E

MEETING DATE May 8, 2013

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF "MEMORANDUM OF AGREEMENT BETWEEN SAN DIEGO FIRE-RESCUE DEPARTMENT AND CITY OF SANTEE"

DIRECTOR/DEPARTMENT Robert Leigh, Fire Chief *RL*

SUMMARY

California Urban Search & Rescue (US&R) Task Force 8 is a regional unit of US&R that is sponsored by the San Diego Fire-Rescue Department. Task Force 8 is comprised of specially trained individuals from local member departments, including Santee, who assist in major disasters across the country. FEMA reimburses local agencies' costs associated with US&R personnel deployment.

The San Diego Fire-Rescue Department has updated its 10-year old Memorandum of Agreement with US&R Task Force 8 agencies and has added a new section on responsibilities of participating agencies. Santee previously signed a Memorandum of Agreement dated February 24, 2003.

Santee Fire Administration staff reviewed the revised Memorandum of Agreement. The Department wishes to continue its membership in US&R Task Force 8.

CITY ATTORNEY REVIEW N/A Completed

FINANCIAL STATEMENT *m*

US&R task force agencies are reimbursed by FEMA for all emergency deployment costs. Members of the Santee Fire Department who participate in the program are provided a cumulative Santee Team total of 48 hours of approved leave, but no more than 12 hours per member, to attend required US&R Task Force Training.

RECOMMENDATION *RL*

Approve "Memorandum of Agreement between San Diego Fire-Rescue Department and City of Santee," and authorize the City Manager to execute the agreement.

ATTACHMENTS (Listed Below)

Memorandum of Agreement

Memorandum of Agreement
Between
(Sponsoring Agency)
San Diego Fire-Rescue Department
And
(Participating Agency)
City of Santee

A Memorandum of Agreement (MOA) entered into this 12th day of February, 2013, by and between the Federal Emergency Management Agency (FEMA), the California Emergency Management Agency (CalEMA), the San Diego Fire Rescue Department, and the City of Santee (Participating Agency) for participation in the San Diego County Urban Search and Rescue Task Force (CA-TF-8).

I. Purpose

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended in 42 U.S.C. 5121, et seq., and relevant State authorities, or when otherwise properly directed.

II. Scope

The provisions of this MOA apply only to US&R Task Force activities performed at the request of FEMA and CalEMA, provided at the option of the local jurisdiction and State, and in conjunction with, or in preparation of, a Governor and/or Presidential declaration of disaster or emergency and upon activation as outlined in part V, section A. Details concerning specific working relationships on various projects may be appended to this document as they are developed.

III. Mission Statement

The mission of the US&R Task Forces is to provide support to local governments. The Task Force must ensure members can safely affect structural collapse search and rescue, including within or near a known or suspected weapon of mass destruction contaminated collapse environment, while maintaining a defensive posture to prevent additional casualties. Additionally, the Task Force may be asked to perform other missions in accordance with Federal directives.

IV. Definitions

- a. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear at the pre-designated point-of-departure site within six hours of the activation notice.
- b. Alert: the process of informing Task Forces that an event has occurred and that Task Forces might be activated at some point within a twelve-hour time frame.

- c. Associated Director: the associated director for state and local programs and Support Directorate, FEMA.
- d. Department of Defense (DOD): the federal Department of Defense, including military and civilian components. DOD is the primary agency for coordinating US&R efforts under Emergency Support Function (ESF), #9, US&R, under the Federal Response Plan.
- e. Director: the director of FEMA.
- f. Disaster Assistance Employee (DAE): a temporary Federal Employee, hired under the provisions of the Robert T. Stafford Disaster Relief and Emergency Act.
- g. Disaster Medical Assistance Team (DMAT): a functional unit activated under the National Disaster Medical System (NDMS) which provides medical care in a disaster area or medical services at transfer points and reception sites associated with patient evacuation.
- h. Emergency Information and Coordination Center (EICC): a control center located within FEMA headquarters in Washington D.C., to provide interagency coordination for assistance to emergency disaster areas.
- i. FEMA: the Federal Emergency Management Agency.
- j. Incident Commander: the individual in charge of coordinating relief activities within the disaster site. Under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.
- k. National Disaster Medical System (NDMS): a cooperative effort of the Department of Health and Human Services (HHS), DOD, Department of Veterans' Affairs (VA), FEMA, state and local governments, and the private sector designed to care for a large number of casualties resulting from either a domestic disaster or an overseas war. The Public Health Service (PHS) heads the program.
- l. National Emergency Coordination Center (NECC): a primary notification center located in Berryville, VA.
- m. Office of Emergency Services (OES): and office of emergency services, equivalent to CalEMA.
- n. Participating Agency: a public entity providing support to and participating with a US&R Task Force under the authority of a Sponsoring Agency.
- o. Public Health Services (PHS): The operating division of the HHS.
- p. Sponsoring Agency: a public entity providing official sanction to a US&R Task Force.
- q. State or States: the state, commonwealth, or U.S. territory government to which the Sponsoring Agency reports.
- r. Swift Water Rescue: Any rescue involving water moving at a rate requiring rescuers to use special equipment or exercise specialized water rescue skills.

- s. Task Force: an integrated collection of personnel and equipment meeting the standardized capability for addressing the special needs of US&R.
- t. Task Force Team Member (Team Member): an individual on a FEMA US&R Task Force team. A Task Force Member is responsible for meeting goals and objectives for strategies, tactics, and operations in providing medical stabilization and treatment, and extrication of entrapped victims in collapsed structures.
- u. Task Force Leader: an individual responsible for team training, equipment maintenance, mobilization, and tactical direction of the Task Force.
- v. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in structural collapse situations
- w. Water Hazard Zone: An area encountered during a rescue covered by water or ice.
- x. Weapons of Mass Destruction (WMD): includes the following:
 - i. Any explosive, incendiary, poisonous gas or liquid, bomb, grenade, rocket having a propellant charge of more than one-quarter ounce, mine, or device similar to the above.
 - ii. Poison gas.
 - iii. Any weapon involving a disease organism.
 - iv. Any weapon designed to release fatal amounts of radiation.

V. Responsibilities

- a. FEMA shall be responsible for:
 - i. Coordination between the sponsoring agency, the local jurisdiction, the State, and other relevant governmental and private parties.
 - ii. Provide limited funding and technical support for equipment and training specifically aimed at preparing and maintaining a deployable Task Force, as prescribed in the FEMA US&R Response System manual. Use of this equipment will be limited to FEMA-sanctioned response activities, appropriate responses as determined by the local jurisdiction, and mutually agreed upon training.
 - iii. Provide out-of-pocket expenses for team members deployed to a disaster site, as outlined in part VII, "FINANCIAL AGREEMENTS."
 - iv. Provide document control at the regional office, ensuring that all reports are directed to FEMA headquarters: Federal Emergency Management Agency, US&R, 500 C Street, SW, Room 350, Washington, DC 20472.
 - v. Deploying US&R Task Forces from designated staging areas and moving such Task Forces to and from the disaster site.
 - vi. Provide logistical, maintenance, and other support to deployed US&R Task Forces.
 - vii. Coordinating the replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations.

- viii. Provisions of FEMA responsibilities shall be altered during situations involving and providing for national security.
- b. The State shall be responsible for:
 - i. Maintaining 24-hour alert capabilities, including point of contact or duty officer available at all times.
 - ii. Implementing FEMA's alert and activation procedure of the State sponsored Task Force if called upon to do so by FEMA.
 - iii. Document control at the State office, ensuring that all reports are directed to their respective FEMA Regional Point-of-Contact.
- c. The Sponsoring Agency shall be responsible for:
 - i. Recruiting and organizing a Task Force, according to the guidelines proscribed in the FEMA Urban Search and Rescue Response System Operations Manual.
 - ii. Providing training to all Task Force members with guidance from FEMA and local sponsoring agencies. Training should be continuous with the objectives of upgrading, developing, and renewing skills as needed to maintain qualifications for a particular position on the Task Force. A section on the Incident Command System should be taught to all Task Force members.
 - iii. Developing, practicing, and implementing an internal call-out system for US&R members.
 - iv. Providing administrative, financial, and personnel management as they relate to the Task Force. All original paperwork will be filed with the sponsoring agency, with copies, as outlined in part VIII, "REPORTING REQUIREMENTS," sent to: Federal Emergency Management Agency, US&R, 500 C Street, SW, Room 350, Washington, DC 20472.
 - v. Providing reporting as delineated in part VIII, "REPORTING REQUIREMENTS."
 - vi. Providing personnel and equipment for US&R-related exercises, as agreed upon with FEMA and the State, subject to the availability of such Task Force personnel and equipment which will be based upon requirements and priorities of the participating organizations at the time such personnel and equipment are requested.
 - vii. The practice and implementation of an internal call-out system for CA-TF8 members as developed by the Sponsoring Agency
 - viii. Managing administrative, financial, and personnel issues as they relate to the participating organization's role and responsibilities within the Task Force. All original paperwork will be filed at the sponsoring agency, with copies as outlined in part VIII, "REPORTING REQUIREMENTS," sent to: Federal Emergency Management Agency, US&R, 500 C Street, SW, Room 350, Washington, DC 20472.

- ix. Developing, maintaining, and being accountable for US&R personnel and equipment by means of ground transportation, within but not limited to a 1,000 mile radius of Task Force Point of Departure. Deploying US&R Task Forces from designated staging areas and moving such Task Forces to and from the disaster site.

Provide logistical, maintenance, and other support to deployed US&R Task Forces. Coordinating the replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations.

d. The Participating Agency shall be responsible for:

- i. Providing any Task Force Leaders with a credit card allowing at least \$100,000.00 of charges per month. This card will be used only if the Sponsoring Agency's credit cards are no longer available to make purchases.
- ii. Responding to the Sponsoring Agency's written requests for information within thirty (30) calendar days of receipt of the request. Requests for information may include, but are not limited to, the following information: annual training requirements, minimum training documentation, salary scales, and any other information required by FEMA and normally provided by the Participating Agency because of its participation on the Task Force.
- iii. Ensure and provide verification to the Sponsoring Agency that all Task Force Team Members from the Participating Agency have all certifications, licenses, immunizations, or requirements to participate on the Task Force.
- iv. Providing any Canine Handler canine acceptable accommodations for the proper care and maintenance of the canine. This includes, but is not limited to, kennel areas, relief areas, and provisions for canine care if the handler is not present or is committed to other duties. All accommodations and provisions are subject to Sponsoring Agency or the Sponsoring Agency's designee's approval.
- v. Notifying the Sponsoring Agency immediately when a team member deemed "non-deployable" by the Participating Agency. This includes, but is not limited to, separation of employment, leave of absence, industrial leave, light/restricted duty, or disciplinary proceedings.
- vi. Providing CA-TF8 members under their responsibility with basic local/State/Federally required fire fighter training and providing written verification/documentation upon request from the Sponsoring Agency.
- vii. Abiding by the Sponsoring Agency's separation policy as described in the FEMA US&R CA-FT8 Administration Manual.

VI. Procedures

- a. Activation:

- i. Upon request from state governments or from federal disaster assistance, and/or a determination by CalEMA and/or FEMA that prepositioning US&R Task Forces is prudent, FEMA shall request the activation of forces necessary to respond to the emergency or disaster situation.
 - ii. Activation notices shall be communicated by the appropriate State Emergency Management Office to participating agencies and Task Force Members via the Sponsoring Agency.
 - b. Mobilization, Deployment, and Redeployment:
 - i. The Task Force Leader shall notify members of a State and/or Federal activation.
 - ii. If the Task Force responds to a notification of Federal activation, Task Force Leaders in coordination with CA-FT8 Program Management, FEMA US&R IST, and the FEMA US&R or incident leadership shall move the Task Force and its equipment to pre-designated airfields for pick-up by FEMA aircraft within six hours of the official activation or alternative pre-designated Point of Departure if transporting by ground.
 - iii. Upon arrival at the mobilization area, FEMA will provide an on-ground briefing, maps, food, and housing (as necessary), and other items essential to the initial set-up and support of the Task Force. FEMA will supply a liaison and a radio operator to each Task Force deployed to a disaster site. Contingency plans shall be established by Task Forces to be self-sufficient providing food and shelter for 72 hours.
 - iv. FEMA shall provide transportation from the staging area to the disaster site and return.
 - v. The Task Force shall be redeployed to the point of origin airfield by FEMA aircraft or ground transportation upon completion of the US&R mission.
 - vi. The Sponsoring and Participating Agencies will abide by all FEMA guidelines regarding the rehabilitation of personnel and equipment after redeployment.

VII. Financial Agreements

- a. Task Force Members shall be compensated in accordance with pay schedules and policies set forth by the Federal Government, including FEMA, Federal Disaster Assistance Employee Program, the State, and the Participating Agency's local organization as determined prior to the implementation of this agreement.
- b. Skill and experience levels shall be established for each Task Force member upon inclusion into the national USAR system and appropriate compensation determined based on part VII, section a.
- c. Task Force members shall be reimbursed for travel and per diem costs in accordance with Federal travel regulations, unless otherwise authorized.
- d. Members shall be reimbursed for reasonable personal costs of operations and maintenance incurred while engaged in disaster operations according to the FEMA guidelines.

- e. Any reasonable expense incurred by an organization in filling a Task Force member's position while the Task Force member has been activated will be paid by FEMA. FEMA will not pay personnel costs above the normal and usual rate for that position. It is expressly agreed and understood by FEMA, the State, and the local jurisdiction that such personnel costs could reasonably include overtime compensation if the local jurisdiction is required to pay such compensation costs in filling positions deemed critical for public safety and well-being.
- f. Task Force organizational materials, equipment, and supplies consumed in providing requested assistance shall be reimbursed on a replacement basis. Replacement and/or rehabilitation requests shall be submitted to FEMA.
- g. Rehabilitation or replacement costs of operational equipment will be reimbursed if the piece of equipment was used at the disaster site or on disaster exercises, as authorized by FEMA. FEMA will consider on a case-by-case basis the replacement of lost or stolen equipment. When that equipment was not lost or stolen as a result of negligence on the part of the Task Force or its personnel, FEMA will replace that equipment.
- h. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.
- i. All financial commitments herein are made subject to the availability of funds and the further mutual agreements of the parties.

VIII. Reporting Requirements

- a. The Sponsoring Agency will submit quarterly financial and activity reports to the State, to be forwarded to the FEMA Regional Office, and then to FEMA Headquarters, in accordance with the Cooperative Agreement.
- b. The Sponsoring Agency will submit to the State, in writing, a report to be forwarded to the FEMA Regional Office and then to FEMA Headquarters. This report shall contain all personnel changes as they relate to the composition of the Task Force. This is outlined in the FEMA Urban Search and Rescue Response System Operations Manual.
- c. The Participating Agency must report any information the Sponsoring Agency needs to fulfill its responsibilities as a sponsoring agency. These reports must be submitted within thirty (30) calendar days of receipt of request by the Participating Agency. The requests may include information regarding certification, licenses, or salaries of Participating Agency's Task Force Team Members.

IX. Conditions, Amendments, and Termination

- a. This memorandum may be modified or amended only with written agreement of all parties, and all agreements will be attached to this MOA. The memorandum may be terminated by any party upon thirty days' written notice.

- b. FEMA complies with the provisions of Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor to the end that "(FEMA) will not discriminate against any employee or applicant for employment on the grounds or race, color, religion, sex, or national origin." In addition, use of federal facilities, supplies, and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing non-discrimination. Distribution of Supplies, processing of applications, provision of technical assistance, other relief activities, and other assistance activities shall be accomplished in an equitable, impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, economic status, or sexual orientation.

X. Liability

- a. Once a Task Force is activated under terms of the MOA, the following non-liability clause, stated in P.L. 93-288, as amended, Section 305, will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee (US&R Task Force Team Member) of the Federal Government in carrying out the provisions of this act." US&R Task Force Team Members are considered employees of the Federal Government.
- b. Since this MOA represents a contractual arrangement between FEMA and the participating sponsoring agency(s), FEMA agrees to reimburse worker's compensation claims and long-term disability claims of Participating Agency's Task Force Team Members based upon the compensation outlined in their own policies.
For Task Force personnel not covered under the policy of the Sponsoring Agency's jurisdiction (i.e., canine handlers, structural engineers, doctors), FEMA will register those individuals as Disaster Assistance Employees and will provide coverage through Federal policies, as provided.
- c. The Task Force Team Members will be registered as volunteers with FEMA. Task Force Team Members will remain employed by their respective sponsoring jurisdictions for salary and assessments of other benefits; but upon activation, they will become Federal employees for the tort liability purposes of the Federal Tort Claims Act. FEMA will reimburse the sponsoring agency the normal and usual rates of pay and backfill costs accrued as a result of the activation of the Task Force by FEMA.

- d. For the purposes of worker's compensation and long-term disability, Task Force Team Members who perform disaster relief functions in connection with this US&R program will be considered performing within the scope of their employment in the Participating Agency's jurisdiction and, as such, subject to the state or local worker's compensation laws. The participating jurisdiction shall be reimbursed by FEMA for the payment of these benefits and expenses incurred as a result of a FEMA sponsored training exercise or disaster response.
- e. Those individuals who are not employees of the sponsoring/participating agency will be either brought onto the sponsoring jurisdiction or the State's payroll as contingent employees for purposes of consolidated billing. If the State or local jurisdiction cannot accomplish this, FEMA will register these individuals as Federal employees at Federal pay schedules established in conjunction with the National US&R Program.

XI. Insurance

- a. Task Force Members shall, at all times during the term hereof, maintain such insurance coverage as may be required by the agency of their employer. All such insurance, including renewals, shall be subject to the approval of their employer on certificates of insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this contract without thirty (30) calendar days prior written notice to their employer. Completed certificates of insurance shall be filed with their employer prior to the performance of services hereunder, provided however, that Task Force Members shall at any time upon request file duplicate copies of the policies of such insurance with their employer.
- b. If, in the judgment of individual Task Force Team Members' employers, prevailing conditions warrant the provision by Task Force Members of additional liability insurance coverage or coverage which is different in kind, then their employer reserves the right to require the provision by Task Force Members of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) calendar days prior to the date on which the requirements shall take effect. Should a Task Force Team Member fail or refuse to satisfy the requirement of changed coverage within thirty (30) calendar days following their employer's written notice of the change, this MOA shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

XII. Termination

- a. This agreement will be terminated immediately should Participating Agency fail to comply with any requirements of this MOA.
- b. This agreement will be terminated immediately should Participating Agency fail to respond to any requests for information by the Sponsoring Agency within the specified amount of time.

XIII. Miscellaneous Provisions

- a. This Agreement shall be construed and enforced according to the laws of the State of California.
- b. Title and paragraph headings are for convenient reference only and are not meant to be a part of this MOA.
- c. No waiver or breach of any provision of this MOA shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word, or phrase contained in this MOA be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of California or the City of Santee, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed serviceable, and in either event, the remaining terms and provisions of this MOA shall remain unmodified and in full force and effect or limitation of its use.
- e. This MOA constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

XIV. Execution

- a. In Witness Whereof, the parties hereto have caused this MOA to be executed by the persons thereto legally authorized, on the date entered on the first page.
- b. The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Sponsoring Agency:

Date: _____ Official Signature: _____

Name and Title: Chief Javier Mainar, San Diego Fire-Rescue Department

Participating Agency:

Date: _____ Official Signature: _____

Name and Title: Keith Till, Santee City Manager

Approved as to Form: _____

Agency General Counsel

City of Santee
COUNCIL AGENDA STATEMENT

1F

MEETING DATE May 8, 2013

AGENDA ITEM NO.

ITEM TITLE RESOLUTION ACCEPTING THE CONSTRUCTION CONTRACT WITH SIEMENS INDUSTRY, INC. FOR THE SPEED FEEDBACK SIGN PROJECT, CIP 2012-011, HSIPL 5429 (019) AS COMPLETE.

DIRECTOR/DEPARTMENT Pedro Orso-Delgado, Development Services *POD*

SUMMARY

This item requests City Council accept the construction contract with Siemens Industry, Inc. for the Speed Feedback Sign Project, CIP 2012-011, HSIPL 5429 (019) as complete.

The City Council awarded the construction contract for the project to Siemens Industry, Inc. on September 12, 2012. A Notice to Proceed was issued on November 5, 2012 and the work was completed on March 8, 2013. Three change orders were approved in the amount of \$3,425. The change orders modified the location for one sign, added a new mounting pole, and provided a laptop that enabled wireless connection to the signs for downloading data.

The project installed speed feedback signs at four locations on Magnolia Avenue and two locations on Mast Boulevard. These signs help remind drivers to obey the posted speed limit and reduce speeding along these corridors. Per staff's review and inspection, the contractor has performed satisfactorily as per the contract specifications. Staff requests City Council accept the construction work as complete and authorize filing a Notice of Completion.

ENVIRONMENTAL REVIEW

Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15301 (C).

FINANCIAL STATEMENT *m*

The contract was awarded for \$65,710 and Council authorized staff to approve construction change orders in an amount not to exceed \$9,857. Three change orders were required for the project in the amount of \$3,425 for a total construction contract amount of \$69,135. The project was funded with Highway Safety Improvement Program (HSIP) funds and 10% City match.

Federal HSIP Grant Funds (90%)	\$ 81,675
Traffic Signal Fee (10%)	9,075
Total Project Funding	\$ 90,750

Project Design	\$ 9,196
Contract Award – Base Bid	65,710
Change Orders	3,425
Construction	12,419
Engineering/Management	
Total Project Expenditures	\$90,750

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS *K*

Adopt the attached Resolution accepting the construction contract with Siemens Industry, Inc. for the Speed Feedback Sign Project, CIP 2012-011, HSIPL 5429 (019) as complete, and authorize filing a Notice of Completion.

ATTACHMENTS Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, ACCEPTING THE CONSTRUCTION CONTRACT WITH
SIEMENS INDUSTRY, INC. FOR THE SPEED FEEBACK SIGN PROJECT,
CIP 2012-011, HSIPL 5429 (019) AS COMPLETE**

WHEREAS, the City Council awarded the construction contract for the Speed Feedback Sign Project, CIP 2012-011,HSIPL 5429 (019) to Siemens Industry, Inc. on September 12, 2012 for \$65,710; and

WHEREAS, the City Council authorized staff to approve construction change orders not to exceed \$9,857; and

WHEREAS, Staff approved a total of three construction change orders in the amount of \$3,425; and

WHEREAS, the project was completed for a total contract amount of \$69,135; and

WHEREAS, Siemens Industry, Inc. has completed the project satisfactorily in accordance with the contract plans and specifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the work for the construction of the Speed Feedback Sign Project, CIP 2012-011,HSIPL 5429 (019) is accepted as complete on this date and the City Clerk is directed to record a "Notice of Completion."

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 8th day of May 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

1G

MEETING DATE

May 8, 2013

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION ACCEPTING THE CONSTRUCTION CONTRACT FOR CITYWIDE PAVEMENT REPAIR AND REHABILITATION PROGRAM 2011, (CIP 2011-05) AS COMPLETE AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION**

DIRECTOR/DEPARTMENT

Pedro Orso-Delgado, Development Services *POD*

SUMMARY

This item requests City Council accept the Citywide Pavement Repair and Rehabilitation Program 2011 Project (CIP 2011-05) as complete and authorize the recording of a Notice of Completion.

City Council awarded the construction contract for the Citywide Pavement Repair and Rehabilitation Program 2011 Project (CIP 2011-05) to Koch-Armstrong General Engineering, Inc. on August 22, 2012 in the amount of \$439,475.03. A Notice to Proceed was issued on September 17, 2012 and the work was completed on April 18, 2013. City Council authorized staff to approve construction change orders not to exceed \$44,000. A total of ten change orders were approved for the project in the amount of \$9,734.76.

The location of this project was Bushy Hill Drive, Simeon Drive and Wahl Street. This project was the second phase of a 3 phase project for the Citywide Pavement Repair and Rehabilitation Program 2011. Phase 1 was recently completed and accepted by City Council on April 24, 2013. Phase 3 of the project is currently out to bid which includes storm drain replacement and paving on Woodside Ave. and Magnolia Ave.

FINANCIAL STATEMENT *m*

Funding was provided through Transnet.

Construction Contract	\$ 439,475.03
Construction Change Orders	9,734.76
Construction Management and Inspection	<u>28,556.44</u>
Total Project Cost	<u>\$ 477,766.23</u>

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION *LB*

Adopt the attached Resolution accepting the Citywide Pavement Repair and Rehabilitation Program 2011 Project (CIP 2011-05) as complete and authorizing the recording of a notice of completion.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
ACCEPTING THE CONSTRUCTION CONTRACT FOR CITYWIDE PAVEMENT
REPAIR AND REHABILITATION PROGRAM 2011, (CIP 2011-05) AS COMPLETE
AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION**

WHEREAS, the City Council awarded the construction contract for the Citywide Pavement Repair and Rehabilitation Program 2011 Project (CIP 2011-05) to Koch-Armstrong General Engineering, Inc. on August 22, 2012 for \$439,475.03; and

WHEREAS, City Council authorized staff to approve construction change orders not to exceed \$44,000; and

WHEREAS, staff approved a total of ten construction change orders in the amount of \$9,734.76; and

WHEREAS, construction management and inspection for the project totaled \$28,556.44; and

WHEREAS, the project was completed for a total project amount of \$477,766.23; and

WHEREAS, Koch-Armstrong General Engineering, Inc. has completed the project in accordance with the contract plans and specifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the work for the construction of the Citywide Pavement Repair and Rehabilitation Program 2011 Project (CIP 2011-05) is accepted as complete on this date and the City Clerk is directed to record a "Notice of Completion."

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 8th day of May 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

City of Santee
COUNCIL AGENDA STATEMENT

2A

MEETING DATE

May 8, 2013

AGENDA ITEM NO.

ITEM TITLE

A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE PROGRAM YEAR 2013 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)

DIRECTOR/DEPARTMENT

Melanie Kush, Planning



SUMMARY

An Annual Action Plan implementing the City of Santee Five-Year Consolidated Plan for federal Community Planning and Development funding (CDBG & HOME) must be submitted to HUD by May 15 each year. At the Public Hearing held February 27, 2013, the City Council selected program activities for CDBG funding for Program Year 2013 (July 2013 through June 2014) and directed staff to prepare a draft Annual Action Plan. The Program Year 2013 Action Plan is the Fourth Action Plan prepared in implementation of the current Five Year Consolidated Plan. Notice of the availability of the draft Action Plan was published in The East County Californian on April 11, 2013 and posted on the city's website for public review and comment. No public comments regarding the Annual Action Plan have been received.

ENVIRONMENTAL REVIEW

These actions are exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 and section 15061(b)(3).



FINANCIAL STATEMENT

The level of CDBG and HOME Program funding the City of Santee will receive in Program Year 2013 has not yet been announced by the federal Department of Housing and Urban Development. For the purpose of preparing the Program Year 2013 Action Plan, it is projected that the City will receive an allocation of \$242,946. An unexpended prior year allocation of \$933 increases the amount projected to be available for allocation to \$243,879. In the event of a shortfall between the projected Program Year 2013 CDBG allocation of \$242,946 and the actual amount received, allocations to CDBG subrecipients will be adjusted downward proportionally. In the event the allocation of CDBG funding received by the City of Santee exceeds \$242,946, the amount in excess shall be disbursed among the two unfunded applicants in the category of Public Facilities. The amount of HOME Program funding received (net of the administrative allowance) will be applied to the First Time Homebuyer Program.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION



- 1) Conduct & close the public hearing; and
- 2) Adopt the attached Resolution approving the Program Year 2013 Annual Action Plan and authorizing the City Manager to submit the grant application to HUD.

ATTACHMENTS

- 1) Resolution
- 2) Program Year 2013 Annual Action Plan

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA ADOPTING THE PROGRAM YEAR 2013
ANNUAL ACTION PLAN IN ACCORDANCE WITH
COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS**

WHEREAS, the Department of Housing and Urban Development (HUD) annually sets aside Community Development Block Grant (CDBG) funds for the City of Santee; and

WHEREAS, the City of Santee is required to prepare and adopt an Annual Action Plan to implement the FY2010-2015 Consolidated Plan prior to the submittal of a grant application to HUD; and

WHEREAS, for the purpose of preparing an Annual Action Plan, the City of Santee has estimated the amount of CDBG funding that may be awarded to the City in Program Year 2013 will be \$242,946; and

WHEREAS, the City of Santee has \$933 in carry-over funds available for allocation; and

WHEREAS, the City of Santee has followed the prescribed format prior to submission of the required documents.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Santee, California, does hereby adopt the Program Year 2013 Action Plan and authorizes the City Manager to submit the Action Plan and Grant Application based on the estimated Program Year 2013 CDBG allocation of \$242,946.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 8th day of May 2013, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK



Fourth Program Year Action Plan

This document includes Narrative Responses to specific questions that grantees of the Community Development Block Grant, HOME Investment Partnership, Housing Opportunities for People with AIDS and Emergency Shelter Grants Programs must respond to in order to be compliant with the Consolidated Planning Regulations.

GENERAL

Executive Summary

The 2013/14 One-Year Action Plan implements the fourth year of the 2010-2015 Consolidated Plan and addresses the HUD consolidated planning requirements for the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs. The City of Santee's CDBG program is authorized by the Housing and Community Development Act of 1974, which provides eligible entitlement communities with annual grants that can be used to provide decent housing, suitable living environments, and expanded economic opportunities, principally for low and moderate income persons.

This Plan outlines the action steps that the City of Santee will use to address housing and community development needs in the city. The Plan includes a listing of activities that the City will undertake during Fiscal Year 2013/14 (July 1, 2013 through June 30, 2014) that utilize CDBG and HOME funds.

As of April 1, 2013, the City of Santee has not been notified of the amount of Program Year 2013 CDBG and HOME funding that will be allocated to the city. For planning purposes, the City has projected that the Program Year 2013 allocations will reflect a 10% reduction over the allocations received in Program Year 2012. The City Council has addressed the possibility that the final allocations may be greater than the amounts projected by approving a contingency plan for the use of funds in excess of the projected amounts.

For Program Year 2013/14, the City of Santee projects that it will receive \$242,946 in CDBG funds and \$91,533 in HOME funds (including \$3,204 in administrative funds).

The overall priorities identified in the Consolidated Plan are to use these federal funds to: 1) Maintain and improve the infrastructure of the City's low- and moderate-income neighborhoods, 2) Assist residents by helping them acquire and/or maintain affordable housing in the City, 3) Support activities that improve the quality of life for seniors and persons with special needs, 4) Support the provision of homeless services and homeless prevention services.

National objectives and performance outcomes established by HUD are the basis for assigning priorities to needs for which funding may be allocated. The following are the national objectives that form the foundation for allocation of investments in Santee:

- Enhance suitable living environments
- Create decent and affordable housing
- Promote economic opportunities, especially for low- and moderate-income households

The City has also incorporated outcome measures for activities in accordance with the Federal Register Notice dated March 7, 2006, which requires the following Performance Measure Objectives/Outcomes to be associated with each activity:

General Objective Categories	General Outcome Categories
<u>Activities will meet one of the following:</u>	<u>Activities will meet one of the following:</u>
• Decent Housing (DH)	• Availability/Accessibility
• A Suitable Living Environment (SL)	• Affordability
• Economic Opportunity (EO)	• Sustainability

In addition to national objectives and performance outcomes, the City must weigh and balance the input from different groups and assign funding priorities that best bridge the gaps in the service delivery system. While other goals the City has set are also important, for the purposes of this Action Plan, only those which are anticipated to be funded with CPD funding programs (CDBG and HOME) during FY 2013/14 are discussed in detail in this document. The City utilizes other funding sources to meet a variety of other goals set by the City. The City has established priorities for allocating CDBG and HOME funds based on a number of criteria, including urgency of needs, cost efficiency, eligibility of activities and programs, availability of other funding sources to address specific needs, funding program limitations, capacity and authority for implementing actions, and consistency with citywide goals, policies, and efforts.

Prioritization process

The priority needs and strategies for the City's Five-Year Consolidated Plan for FY 2010-2015 were developed based on the findings from both quantitative research and qualitative research (public meetings, focus group, neighborhood meetings, surveys, and key person interviews). More specifically, priority housing needs were determined based on the number of households who were cost-burdened and thought to have the greatest difficulties finding affordable housing in Santee. Priority needs for special needs populations and community development were derived through the non-profit public participation process, in addition to needs identified through key person interviews and community meetings. Quantitative data on special needs also helped inform the prioritization process.

High priorities. The City has established the following as their high priority needs:

1. Infrastructure (roads and sidewalks) improvements
2. Senior housing and services
3. Residential rehabilitation

Medium priorities. The City has established the following as their medium priority needs:

1. Disabled services
2. Youth services

Low priorities. The City established no low priorities.

One-Year (2013/14) Action Plan

The City's strategic goals and objectives were identified as a result of the public input process and the data research conducted by staff and the consultant. Two primary areas are targeted: housing and community development.

The objectives and outcomes detailed below describe what the City intends to accomplish with the identified funding sources to meet housing and community development needs. The objectives describe what the City intends to accomplish with the identified funding sources to meet housing and community development needs. The outcomes describe how the city will monitor the accomplishments (e.g., in terms of households assisted, facilities rehabilitated, etc).

For FY 2013/14, the City projects that it will receive \$242,946 in CDBG funds to address its housing and community development needs. The City intends to leverage other federal funds (i.e. HOME) and local resources wherever available to maximize the benefit from the CDBG funds. An additional \$933 in accumulated uncommitted CDBG funds will be allocated to eligible public facilities activities (Home of Guiding hands home repairs; Lutheran Social Services' Caring Neighbors Program - minor home repairs), contingent on the receipt of PY 2013 CDBG funding in excess of the amount projected.

It should be noted that the City of Santee has elected to use the HUD Consolidated Plan Management Process tool (CPMP) for partial fulfillment of the Consolidated Plan regulations (Strategic Plan). The City has also utilized the CPMP needs and projects tables in Microsoft Excel for this Action Plan.

Five-year goals. The City's Five-Year Consolidated Plan for the 2010-15 period established the following four goals:

- | | |
|----------------|---|
| Goal Number 1. | Maintain and improve the infrastructure of the City's low- and moderate-income neighborhoods. |
| Goal Number 2. | Assist residents by helping them acquire and/or maintain affordable housing in the City. |
| Goal Number 3. | Support activities that improve the quality of life for seniors and persons with special needs. |
| Goal Number 4. | Support the provision of homeless services and homeless prevention services. |

One-Year (2013/14 Action Plan) Objectives and Outcomes

The following Objectives and Outcomes are presented under the four five-year Strategic Plan Goals to demonstrate how the City's activities relate to the overarching Goals.

Housing goal and objectives:

- Goal Number 2. Assist residents by helping them acquire and/or maintain affordable housing in the City.
- Objective 1. Administer the First Time Homebuyer Program to assist low and moderate income residents purchase an affordable home.
- Outcome 2.1.1. Provide funding for up to 8 first-time homebuyer program loans.

Special Needs Goals and Objectives

- Goal Number 3. Support activities that improve the quality of life for seniors, youth and persons with special needs.
- Objective 1. Allocate up to the maximum 15 percent of CDBG to social service providers working with the City's special needs populations.
- Outcome 3.1.1. Allocate 36,441 (15 percent of the City's CDBG allocation) to local service providers for operations and program administration, which include:
- Santee Ministerial Council – Santee Food Bank (\$20,000), which will serve approximately 1,825 persons.
 - Meals on Wheels Greater San Diego, Inc. (\$8,000), which serve approximately 52 residents.
 - Crisis House Homeless Prevention and Intervention Project (\$3,000), will aide 3,000 persons in need.
 - Elderhelp of San Diego (\$3,000), which will serve 15 residents.
 - East County Family YMCA-Cameron Family Facility (\$1,000), which will provide scholarships for 150 children.
 - The Boys and Girls Clubs of East County (\$1441), who will help 24 Santee children.
 - Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time.
- Objective 2. Continue the support of the City's fair housing activities.
- Outcome 3.2.1. Provide \$9,500 of CDBG to fund a local fair housing organization (Center for Social Advocacy) to provide fair housing counseling and support to the City's residents.

- Goal Number 4. Support the provision of homeless services and homeless prevention services.
- Objective 1. Support homeless prevention services through support of local food banks.
- Outcome 4.1.1. As part of the City's 15 percent public service allocation, fund organizations providing homelessness prevention services, including:
- Santee Ministerial Council – Santee Food Bank (\$20,000).
 - Crisis House Homeless Prevention and Intervention Project (\$3,000).
 - Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time.
- Objective 2. Continue to support local organizations providing support for homeless residents.
- Outcome 4.2.1. As part of the City's 15 percent public service allocation, fund organizations providing homelessness prevention services, including:
- Crisis House Homeless Prevention and Intervention Project (\$3,000).

Community and Economic Development Goals and Objectives

- Goal Number 1. Maintain and improve the infrastructure of the City's low and moderate income neighborhoods.
- Objective 1. Support infrastructure improvements to improve quality of Santee's neighborhoods.
- Outcome 1.1.1. Allocate \$158,466 for debt service related to a Section #108 loan to partially fund drainage and roadway improvements to Buena Vista and Railroad Avenues.

Geographic Areas

The geographic distribution of funds for assistance is as follows:

- Housing assistance can be generally described as available throughout the entire city to income qualified households.
- Homeownership activities, rehabilitation of owner-occupied, and mixed income rental housing acquisition and development can occur in any area of the city exhibiting need or project feasibility (subject to program guidelines).

- Housing preservation activities, in Santee, administered through rehabilitation loans, are used for the City's mobile homes with the intent of preserving its affordable housing stock.
- Homeless assistance can be generally described as available throughout the entire city, at the specific location of the service providers. Clients receive services based on income level and being at-risk or currently homeless.
- Special needs assistance can be generally described as available throughout the entire city, at the specific location of the service providers. Clients receive assistance based on income level and special need.
- Public services can be generally described as available throughout the entire city, at the specific location of the service providers. Clients receive assistance based on income level.
- Public facility and infrastructure projects must be located in low to moderate income census tracts. The City of Santee is considered an "exception community" in that Census Tracts with 39 percent or more (instead of 50 percent or more) of low- or moderate-income households qualify for public facility and infrastructure projects.

General Questions

1. *Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed.*

(Please see response to Question #2)

2. *Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) and the basis for assigning the priority (including the relative priority, where required) given to each category of priority needs (91.215(a)(2)). Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.*

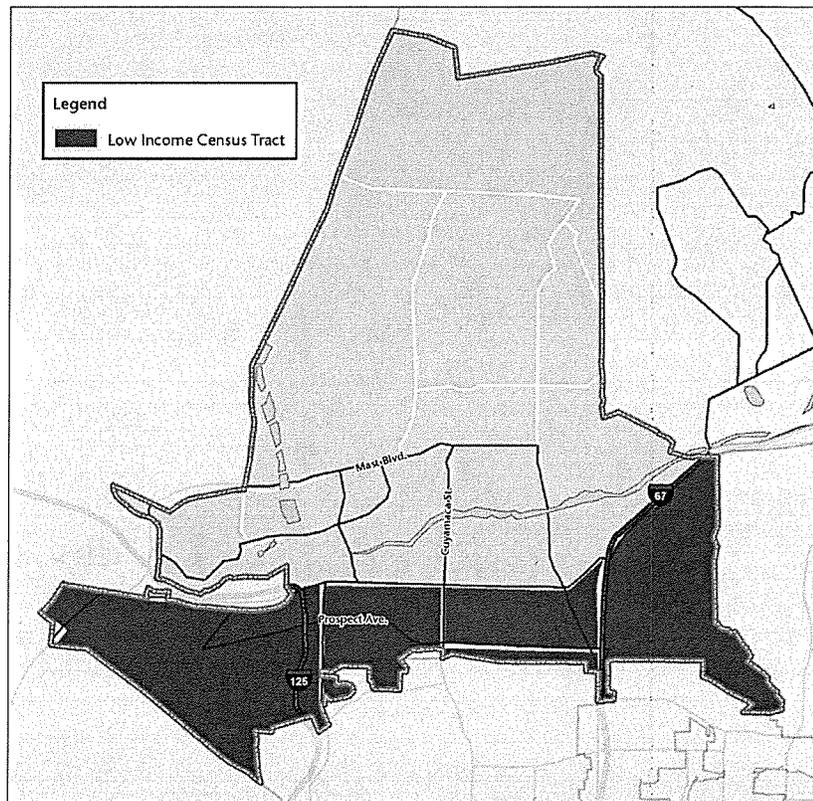
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LMI Census Tracts, City of Santee

(Year 2000 Census)



3. Identify any obstacles to meeting underserved needs (91.215(a)(3)).

The primary obstacle to meeting all of the identified needs, including those identified as priorities, is the general lack of funding resources available to the public and private agencies who serve the needs of low- and moderate-income residents. The recent economic downturn has severely impacted public agency budgets. Continued state budget shortfalls have caused the State of California to reduce funding for local aid to cities and towns, significantly impacting the funding of local programs. The elimination of redevelopment agencies will have a devastating impact on future infrastructure, housing and economic development efforts.

Furthermore, entitlement grants have fallen off dramatically over recent years, further decreasing funds available to provide services and meet the City's needs. Given the current economic climate, the City anticipates further reductions in programs funded through CDBG and HOME allocations due to reduced Congressional appropriations.

Managing the Process (91.200 (b))

1. *Lead Agency. Identify the lead agency or entity for overseeing the development of the plan and the major public and private agencies responsible for administering programs covered by the consolidated plan.*

The Santee City Manager's Office serves as the lead agency in coordinating the preparation of the Consolidated Plan and its subsequent Action Plans. The CDGB and HOME programs, implemented out of City Hall at 10601 Magnolia Avenue, are delivered by the Planning Director, under the direction of the City Manager.

2. *Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.*

The Action Plan was developed through a participatory process, described in detail in the Citizen Participation Section below. To gauge the nature and extent of needs to help the City prioritize the uses of limited CPD funds (CDBG and HOME) and develop the Consolidated Plan and Action Plan, the City used a number of research methods:

- Analysis of demographic and housing market characteristics and their impacts on housing and community development needs using statistical and empirical data
 - Housing and Community Development Needs Survey completed by residents
 - A community workshop
3. *Describe the jurisdiction's consultations with housing, social service agencies, and other entities, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons.*

In the preparation of the Consolidated Plan, stakeholders were relied upon to represent the low income and special needs populations they serve. The public meetings were noticed broadly to local organizations, social service agencies, public libraries, at City Hall and other neighborhood locations. Information was also disseminated through local newspapers and the City website. An online survey was conducted to engage residents who may have encountered obstacles to participation in public input process.

Citizen Participation (91.200 (b))

1. *Provide a summary of the citizen participation process.*

(Please see response following Question #4)

2. *Provide a summary of citizen comments or views on the plan.*

(Please see response following Question #4)

3. *Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.*

(Please see response following Question #4)

4. *Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.*

Approach to public input. The following provides a brief description of public input process conducted during the preparation of the City's FY 2010 – 2015 Consolidated Plan, which included a resident survey and stakeholder interviews.

- **Resident survey.** Santee residents were given the opportunity to comment on the City's needs through an online survey, hosted on the City's website, as well as through a paper survey, distributed at Santee's City Hall. A flyer soliciting resident participation in the survey was posted at City Hall, as well as other locations throughout the community.

A total of 30 Santee residents participated in the survey. Residents that participated in the survey included many long term residents that noted their satisfaction with living in Santee. Resident concerns point to the challenges that Santee has in maintaining and improving its aging housing stock and infrastructure, while also providing the amenities and economic opportunities necessary to be competitive in the region. Survey responses are summarized in greater detail below.

- **Stakeholder interviews.** A series of key person interviews were conducted to provide local stakeholders the opportunity to discuss the needs of Santee residents. Stakeholders primarily include individuals that work with Santee's special needs population. Key persons interviewed represented the following:
 - Members of the business community and Chamber of Commerce;
 - Groups providing youth activities;
 - Organizations serving low to moderate income seniors;
 - Organizations providing homeless and homeless prevention services;
 - A local fair housing organization;
 - Organizations serving victims of domestic violence; and,
 - Staff from Edgemoor Hospital, a facility serving low-income residents with physical and psychiatric challenges, as well as being one of the City's largest employers.

Summary of Strengths and Needs from Public Input

Strengths. Community strengths should be noted, as community assets retain old residents and attract new. The following provides a summary of what residents and stakeholder identified as Santee's strengths.

- Program and service provision. Survey respondents that had participated in public programs and services all scored their experiences with these programs as "excellent" or "good". Programs and services cited by residents included paramedic and fire services and various youth and recreational programs.
- Collaboration and partnership with local service providers. Stakeholders all noted the positive working relationship they had with the City. Stakeholders also noted that the City has been creative in overcoming challenges, such as a lack of public facilities meeting space, by partnering with organizations with these amenities.
- Economic development. The City has recently been successful in diversifying its retail base, as well as making infrastructure improvements to be more business friendly. Stakeholders feel that the City is well-positioned to recruit new firms, particularly because of its access to public transportation and proximity to military posts and bases.

Needs. The following provides a synopsis of need identified:

- Housing.
 - When residents were asked to identify the greatest needs within their neighborhoods, the need for rehabilitation of the City's existing housing stock was a commonly cited need, second only to the need for infrastructure improvements. Residents feel that the quality of homes and some of the City's neighborhoods have declined during the recent economic downturn. Residents mentioned the need for energy efficiency and weatherization.
 - Stakeholders noted a lack of accessible housing in Santee. Stakeholders working with special needs populations suggested that additional handicap accessible housing in Santee would help make residential placement of their clients easier and would allow residents to remain in Santee, as opposed to relocating to nearby communities with a greater abundance of handicap accessible housing.
 - Although not as commonly cited as housing quality and the need for rehabilitation, residents also mentioned the need for more housing priced for low- and moderate-income households.
- Public infrastructure. When residents were asked to identify the greatest needs within their neighborhoods, the majority of respondents cited the need for infrastructure improvements. When asked to identify unmet city-wide needs, many residents voiced concerns related to the poor quality of the City's streets and sidewalks. Residents felt that infrastructure improvements are necessary for improved safety and accessibility for residents, as well as for better traffic flow.

- Community Development/Public Services. Community development and public service needs include:
 - Santee's role as a bedroom community to San Diego has resulted in traffic congestion in some portions of the City. In an effort to provide more local jobs to help alleviate traffic congestion, some residents mentioned the need for economic development to spur job creation in the City. Suggestions for economic development included loans for business façade improvements, the recruitment of new firms to Santee and job training. Stakeholders also noted that Santee is competitively located to attract both active duty military, as well as businesses that serve as military contractors. An economic development strategy that incorporates housing and attracting military-related jobs could be successful in Santee.
 - Neighborhood beautification and code enforcement related to rundown and unkempt housing units was cited as a need by some residents participating in the online survey.
 - Although the provision of local activities and entertainment amenities (ex: movie theater) is not pertinent to the purpose of the Consolidated Plan and CDBG eligible activities, resident interest in continued diversification of the local retail base is duly noted.
- Homelessness. Like many communities in the U.S., clients of homeless prevention organizations, such as food banks, include many first-time homeless residents that have exhausted unemployment benefits. Homeless prevention services are necessary for these individuals to prevent homelessness. Homeless service providers noted the need for additional transitional housing opportunities in Santee, particularly for families with children, to ensure that children enrolled in Santee schools are not required to change schools during their families' struggle with homelessness.
- Special needs population. Santee's seniors and youth, two large populations in Santee, were the primary special needs populations identified during the public input process.
- Youth:
 - After school opportunities for junior high and high school students were noted by both residents and stakeholders. Stakeholders noted high rates of teen pregnancy in Santee; more activities and opportunities could help reduce the problem by keeping teens busy and active in the community.
 - Stakeholders also mentioned the need for family-oriented activities in the communities to keep parents involved in their children's lives.
- Seniors:

- With many seniors living in older housing stock, seniors often need assistance with basic home repairs and upkeep.
- Santee does not have a senior center. Stakeholders suggested the City partner with existing organizations to continue supporting activities for the senior population.
- Senior service providers in Santee, which are often not located in Santee, suggested the City explore sponsoring a senior-service group for all organizations providing services to the City's elderly population. This would allow organizations to discuss opportunities for collaboration and expansion.
- Lastly, statistics from the organization Santee contracts with for fair housing counseling suggest that seniors and other disabled residents have difficulty finding homes with accessibility improvements, as well as having accessibility improvement requests fulfilled by landlords.

Efforts made to broaden participation. The community meetings flier advertising the public meetings was distributed broadly to local organizations, social service agencies, public libraries, City Hall and other neighborhood locations. Information was also disseminated through local newspapers and the City website. The intent of the online survey was to engage residents who may have otherwise not have participated in the public input process. Stakeholders were relied upon heavily to represent the low income and special needs populations they serve.

Citizen comments and views - None were received.

Comments not accepted - None were received.

Institutional Structure (91.215 (i))

1. *Explain the institutional structure through which the jurisdiction will carry out its consolidated plan, including private industry, non-profit organizations, and public institutions.*

CDBG and HOME programs, implemented out of City Hall at 10601 Magnolia Avenue, are delivered by the Director of Planning, under the direction of the City Manager. The City works with a number of City departments and outside agencies to ensure special needs groups are served. Currently, the City is working with a non-profit developer of affordable housing to expand the City's affordable housing stock. The City revised its Zoning Ordinance to achieve consistency with revised California law. As a result, developers in Santee can receive density bonuses of 20 to 35 percent, depending on the amount and type of affordable housing provided. The density bonus regulations allow for exceptions to applicable zoning and other development standards to further encourage development of affordable housing.

2. *Assess the strengths and gaps in the delivery system for public housing, including a description of the organizational relationship between the jurisdiction and the public housing agency, including the appointing authority for the commissioners or board of*

housing agency, relationship regarding hiring, contracting and procurement; provision of services funded by the jurisdiction; review by the jurisdiction of proposed capital improvements as well as proposed development, demolition or disposition of public housing developments.

The City does not directly engage in the management of public housing properties. The County of San Diego Housing Authority is the local agency for the administration of public housing and rental assistance programs. As of December 31, 2011, 291 households within the City of Santee were receiving Housing Choice Vouchers, including 113 elderly, 139 small families (non-elderly) and 39 large families.

Monitoring (91.230)

1. *Describe the standards and procedures the jurisdiction will use to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.*

The City conducts monitoring reviews of selected activities to ensure that programs are carried out in accordance with the Consolidated Plan and Action Plan and in a timely manner. All programs and projects are reviewed with respect to their expenditures to determine if the program/project is moving forward in a manner that will allow for the timely expenditure of the funds allocated to it. On-site monitoring is conducted by the Planning Director or their designee to ensure that statutory and regulatory requirements are being met. These policies and procedures are for internal monitoring only, and do not preclude HUD from making scheduled or unscheduled monitoring visits to any or all of the City's programs/projects to review documentation and files.

The City uses several tools to measure the success of its programs in addressing local housing and community development needs. HUD requires that the City submit annual reports on its performance regarding program goals through the Consolidated Annual Performance and Evaluation Report (CAPER) for the CDBG and HOME Programs.

Monitoring Standards and Procedures: Internally, monitoring of the affordable housing program is accomplished by City staff using current operating internal controls and management systems. The controls are designed to ensure maintenance of complete and accurate program and financial records, continuous tracking of program progress on a case-by-case basis, separation of job duties, provision of periodic reports, and public access to program documents. The City has in place for the review of consultant/contractor RFPs and contracts, as well as requests for payment.

All requests for funding require a hearing before the City Council. In addition, public review meetings on CDBG-funded activities are held annually on proposed programs.

The City's internal monitoring system is organized to maintain adequate records to ensure compliance with State and Federal regulations regarding Nondiscrimination/Equal Opportunity, Minimum Wage, Davis Bacon, Section 504/Handicapped Accessibility, Federal Housing Quality Standards, and other mandated Federal Rules.

Intake Procedure for Housing Programs: All housing programs require that applicants

complete a pre-qualification form to determine that the applicant meets income requirements, is a legal citizen or resident of the United States, and record household size and relationships. If the pre-qualification form is approved, the applicant must provide proof of household income, a satisfactory credit report, and proof of household size of family to number of bedrooms. Staff will also order a test for lead-based paint as needed.

Priority Needs Analysis and Strategies (91.215 (a))

1. *Describe the basis for assigning the priority given to each category of priority needs.*

The priority needs and strategies for the City's Five-Year Consolidated Plan for FY 2010-2015 were developed based on the findings from both quantitative research and qualitative research (public meetings, focus group, neighborhood meetings, surveys, and key person interviews). More specifically, priority housing needs were determined based on the number of households who were cost-burdened and thought to have the greatest difficulties finding affordable housing in Santee. Priority needs for special needs populations and community development were derived through the non-profit public participation process, in addition to needs identified through key person interviews and community meetings. Quantitative data on special needs also helped inform the prioritization process.

High priorities. The City has established the following as their high priority needs:

1. Infrastructure (roads and sidewalks) improvements
2. Senior housing and services
3. Residential rehabilitation

Medium priorities. The City has established the following as their medium priority needs:

1. Disabled services
2. Youth services

Low priorities. The City established no low priorities.

2. *Identify any obstacles to meeting underserved needs.*

The primary obstacle to meeting all of the identified needs, including those identified as priorities, is the general lack of funding resources available to the public and private agencies who serve the needs of low- and moderate-income residents. The recent economic downturn has severely impacted public agency budgets. Continued state budget shortfalls have caused the State of California to reduce funding for local aid to cities and towns, significantly impacting the funding of local programs. The elimination of redevelopment agencies will have a devastating impact on future infrastructure, housing and economic development efforts.

Furthermore, entitlement grants have fallen off dramatically over recent years, further decreasing funds available to provide services and meet the City's needs. Given the current economic climate, the City anticipates further reductions in programs funded through CDBG and HOME allocations due to reduced Congressional appropriations.

Lead-based Paint (91.215 (g))

1. *Estimate the number of housing units that contain lead-based paint hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low-income, low-income, and moderate-income families.*

(Please see response following Question #2)

2. *Outline actions proposed or being taken to evaluate and reduce lead-based paint hazards and describe how lead based paint hazards will be integrated into housing policies and programs, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.*

The City of Santee requires that all federally-funded projects be tested for lead-based paint, and abated if necessary. Lead-based paint warnings are distributed with applications for assistance. All applicants are required to sign and return the lead-based paint warning to verify that they have read its contents and are aware of the dangers lead-based paint presents. Factors such as housing conditions and age of household are taken into consideration when determining lead-based paint danger.

HOUSING

Housing Needs (91.205)

*Please also refer to the Housing Needs Table in the Needs.xls workbook

1. *Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.*

(Please see response following Question #2)

2. *Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.*

Housing Priorities and Specific Objectives

Housing activities that benefit low- and moderate-income households received a high priority in the 2010-2015 Consolidated Plan. The intended outcomes include expanding first-time homebuyer opportunities for low and moderate-income households. The City of Santee faces a number of important housing challenges. In particular, the conservation and improvement of the existing housing stock is critical in the City, where many dwellings are relatively old and require some form of rehabilitation or improvement. City-sponsored residential rehabilitation assistance has been terminated due to the loss of funding formerly available through the City redevelopment agency. Aside from the quality of housing, another issue of concern is affordability. As indicated in the Housing

Needs section, a significant number of households are overpaying for housing. Continued efforts to expand the affordable housing stock will be the means to address this need. The following are housing priorities and activities to be pursued in FY 2013-2014 using CDBG and HOME funds:

Five-year goals. The City's Five-Year Consolidated Plan for the 2010-15 period established the following four goals:

- Goal Number 1. Maintain and improve the infrastructure of the City's low- and moderate-income neighborhoods.
- Goal Number 2. Assist residents by helping them acquire and/or maintain affordable housing in the City.
- Goal Number 3. Support activities that improve the quality of life for seniors and persons with special needs.
- Goal Number 4. Support the provision of homeless services and homeless prevention services.

One-Year (2013/14 Action Plan) Objectives and Outcomes

The following Objectives and Outcomes are presented under the four five-year Strategic Plan Goals to demonstrate how the City's activities relate to the overarching Goals.

Housing goal and objectives:

- Goal Number 1. Maintain and improve the infrastructure of the City's low and moderate income neighborhoods.
 - Objective 1. Support infrastructure improvements to improve quality of Santee's neighborhoods.
 - Outcome 1.1.1. Allocate \$158,466 for debt service related to a Section #108 loan to partially fund drainage and roadway improvements to Buena Vista Ave./Railroad Ave. site.
- Goal Number 2. Assist residents by helping them acquire and/or maintain affordable housing in the City.
 - Objective 1. Administer the First Time Homebuyer Program to assist low and moderate income residents purchase an affordable home.
 - Outcome 2.1.1. Provide funding for up to 8 first-time homebuyer program loans.
 - Objective 2. Continue the support of the City's fair housing activities.
 - Outcome 2.2.1. Provide \$9,500 of CDBG to fund a local fair housing organization (Center for Social Advocacy) to provide fair housing counseling and support to the City's residents.
- Goal Number 3. Support activities that improve the quality of life for seniors and persons with special needs.

Objective 1. Continue to support local organizations providing support for seniors and residents with special needs.

Outcome 3.1.1. Allocate \$35,441 (15 percent of the City's CDBG allocation) to local service providers for operations and program administration, which include:

- Santee Ministerial Council – Santee Food Bank (\$20,000), which will serve approximately 1,825 persons.
- Meals on Wheels Greater San Diego, Inc. (\$8,000), which serve approximately 52 residents.
- Crisis House Homeless Prevention and Intervention Project (\$3,000), will aide 3,000 persons in need.
- Elderhelp of San Diego (\$3,000), which will serve 15 residents.
- East County Family YMCA-Cameron Family Facility (\$1,000), which will provide scholarships for 150 children.
- The Boys and Girls Clubs of East County (\$1441), who will help 24 Santee children.
- Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time.

Objective 2. Continue the support of the City's fair housing activities.

Outcome 3.2.1. Provide \$9,500 of CDBG to fund a local fair housing organization (Center for Social Advocacy) to provide fair housing counseling and support to the City's residents.

Goal Number 4. Support the provision of homeless services and homeless prevention services.

Objective 1. Support homeless prevention services through support of local food banks.

Outcome 4.1.1. As part of the City's 15 percent public service allocation, fund organizations providing homelessness prevention services, including:

- Santee Ministerial Council – Santee Food Bank (\$20,000).
- Crisis House Homeless Prevention and Intervention Project (\$3,000).
- Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has

awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time.

Objective 2. Continue to support local organizations providing support for homeless residents.

Outcome 4.2.1. As part of the City's 15 percent public service allocation, fund organizations providing homelessness prevention services, including:

- Crisis House Homeless Prevention and Intervention Project (\$3,000).

Federal, State and Local Public and Private Sector Resources

The City of Santee has access to Federal, State, and local resources to achieve its housing and community development priorities. Specific funding sources will be utilized based on the opportunities and constraints of each project or program. The City utilizes two major funding sources for housing and community development activities: CDBG and HOME funds. HUD awards CDBG and HOME funds to Santee based on a formula allocation that takes into account the tightness of the local housing market, inadequate housing, poverty, and housing production costs. CDBG funds can be used for housing and community development activities, and HOME funds are used to expand affordable housing opportunities.

The City's goal is to leverage Federal, State, and local funds to maximize the number of households that can be assisted. Other funding sources are available to the City but not addressed in this planning document. Community development, housing, and economic development goals can be met with supplemental funds that may be leveraged, such as:

Section 8: The Section 8 Rental Choice Voucher Program is authorized by the U.S. Housing Act of 1937, and is overseen by HUD's Office of Public and Indian Housing. The Housing Authority of the County of San Diego administers the local Section 8 Housing Choice Voucher Rental Assistance Program for Santee residents.

Supportive Housing Program (SHP): Grants for development of supportive housing and support services to assist homeless persons in the transition from homelessness are available from HUD. These grants are awarded to San Diego County to implement a broad range of activities which benefit homeless persons.

Housing Opportunity for Persons with AIDS (HOPWA): The HOPWA program provides funding for the housing and related support-service needs of low-income persons living with human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS). The Housing Authority of the County of San Diego administers HOPWA for Santee residents.

Low Income Housing Tax Credits: Tax credits are available to individuals and

corporations that invest in low-income rental housing. Usually, the tax credits are sold to corporations with a high tax liability and the proceeds from the sale are used to create the housing.

Homelessness Prevention and Rapid Re-Housing Program (HPRP): The purpose of HPRP is to provide homelessness prevention assistance for households who would otherwise become homeless and rapid re-housing assistance for persons who are recently homeless. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive service needs of households that affect housing stability. Rather, assistance will be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. The Housing Authority of the County of San Diego administers HOPWA for Santee residents.

Priority Housing Needs (91.215 (b))

1. *Identify the priority housing needs and activities in accordance with the categories specified in the Housing Needs Table (formerly Table 2A). These categories correspond with special tabulations of U.S. census data provided by HUD for the preparation of the Consolidated Plan.*

(Please see response following Question #4)

2. *Provide an analysis of how the characteristics of the housing market and the severity of housing problems and needs of each category of residents provided the basis for determining the relative priority of each priority housing need category.*

Note: Family and income types may be grouped in the case of closely related categories of residents where the analysis would apply to more than one family or income type.

(Please see response following Question #4)

3. *Describe the basis for assigning the priority given to each category of priority needs.*

(Please see response following Question #4)

4. *Identify any obstacles to meeting underserved needs.*

The City of Santee has no Public Housing.

Housing Market Analysis (91.210)

*Please also refer to the Housing Market Analysis Table in the Needs.xls workbook

1. *Based on information available to the jurisdiction, describe the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing; the housing stock available to serve persons with disabilities; and to serve persons with HIV/AIDS and their families. Data on the housing market should include, to the extent information is available, an estimate of the number of vacant or abandoned buildings and whether units in these buildings are suitable for rehabilitation.*

(Please see response following Question #3)

2. *Describe the number and targeting (income level and type of household served) of units currently assisted by local, state, or federally funded programs, and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason, (i.e. expiration of Section 8 contracts).*

(Please see response following Question #3)

3. *Indicate how the characteristics of the housing market will influence the use of funds made available for rental assistance, production of new units, rehabilitation of old units, or acquisition of existing units. Please note, the goal of affordable housing is not met by beds in nursing homes.*

Santee is an urbanized community developed primarily in the 1970s and 1980s. According to the Census, Santee's population rose slightly from 53,090 in 2000 to 53,413 in 2010. Contributing to the low population growth was the removal of hundreds of homes to provide right-of-way for the extensions of two freeways through the southern portion of the City. State Route 52 was constructed south of Mission Gorge Road through to State Route 67, and State Route 125 parallels Fanita Drive, terminating at Mission Gorge Road. These extensions, while necessary for the full development of the City, resulted in the loss of hundreds of dwelling units.

The San Diego Association of Governments (SANDAG) forecasts that the Santee population will reach 64,551 by the year 2020. This represents a growth rate of over 17 percent, or approximately 11,138 people. Although this population increase seems quite rapid, the ability to accommodate this many residents in such a short time already exists within the current General Plan and Zoning Map. Existing vacant and underdeveloped land and projects already approved/proposed represent the capacity to accommodate this need.

Demographic Profile

The age structure of a population is also an important factor in evaluating housing and community development needs. Santee's population is, as measured by the median age of its residents, slightly older than in neighboring communities and the County as a whole. In 2010, Santee's median age was 37.2 years, while the County's median age was 34.6. The proportion of residents aged 65+ in Santee (11 percent) was tied for lowest among its neighbors, but has risen significantly in the past 10 years. The proportion of residents under 18 was the third highest among six neighboring jurisdictions.

The racial composition of Santee residents in 2010 was 74 percent White, four percent Asian, two percent Black, four percent for those who declared more than one race, and less than once percent for American Indian/Alaskan and Hawaiian/Pacific Islander. In the 2010 Census, Hispanic descent was not considered a race, it was considered an ethnicity. A person can be of any race and be Hispanic. Approximately 16 percent of Santee residents considered themselves Hispanic in 2010.

Santee has a substantially larger proportion of White residents and smaller proportion of Hispanic/Latino residents compared to neighboring jurisdictions and the County as a whole. The City's proportion of Black/African Americans is significantly lower than surrounding cities and within the County.

Income

According to SANDAG estimates, nine percent of Santee households in January 2012 had incomes lower than \$15,000, while 16 percent of households earned incomes between \$15,000 and \$29,999. This represents a 2.1-percent increase and a 2.6-percent increase, respectively, since 2006. Approximately 35 percent of City households earned incomes between \$30,000 and \$60,000, while roughly 29 percent had incomes between \$60,000 and \$99,999. Another 11 percent of Santee households earned \$100,000 or more. Proportionally, more households in Santee earn higher incomes when compared to countywide households. SANDAG estimated that the median household income in Santee was \$71,464 as of August 2012, while the median income for the County was estimated to be \$62,771.

Housing Type

The City's housing stock grew from 18,883 units in 2000 to an estimated 20,299 units as of January 2012, or approximately 7.8 percent. The City's housing growth out-paced that of nearby East County neighbors El Cajon and La Mesa since 2000 despite the demolition of over 650 Santee homes due to the CalTrans extensions of State Routes 125 and 52.

Santee maintains a diverse housing stock. In 2012, single-family homes comprised 64 percent of the housing stock, while multifamily units comprised 24 percent, and 11 percent of the housing stock consisted of mobile homes. Compared to surrounding communities, the City had a larger proportion of mobile homes.

Overcrowding

An overcrowded housing unit is defined as a unit occupied by more than one person per room. According to the Comprehensive Housing Affordability Strategy (CHAS), roughly two percent of Santee households experienced overcrowded living conditions in 2008, the latest year for which data are available from HUD. Of these, 45 percent were in owner-occupied households, and 55 percent were renters. This suggests that renters are disproportionately affected by overcrowding – as of 2010, only 29 percent of the households in Santee were renter-occupied, but they represent 55 percent of all overcrowded households.

While a portion of overcrowding problems is likely attributable to a lack of larger housing units available for rent, analysis of another housing problem, overpayment, reveals that the incidence of overcrowding is also caused by a high ratio of housing costs to income, potentially forcing families to take on additional roommates to devote income to other basic needs. However, with the dissolution of the Redevelopment Agency and diminishing federal and State housing funds, the City's ability to expand affordable housing opportunities in the community is seriously compromised.

Overpayment

State and federal standards for housing cost burden (overpayment) are based on an income-to-housing cost ratio of 30 percent and above. Households paying more than 30 percent of their income on housing have limited remaining income for other necessities. According to the CHAS data, 44 percent of Santee households overpaid for housing in 2008 and housing cost burden affected a larger proportion of homeowners (44 percent) than renters (41 percent). By contrast, housing cost burden affected only 34 percent of households in 2000 and the incidence of overpayment was greatest among renters (37 percent) when compared to homeowners (33 percent). Overpayment affected a majority of lower and moderate income households in 2008 regardless of tenure; however, the incidence of overpayment was greatest among very low income homeowners (88 percent) and very low income renters (75 percent).

Special Needs

Certain segments of the population may have more difficulty in finding decent, affordable housing due to their special needs. Special circumstances may be related to one's employment and income, family characteristics, disability, and household characteristics, among other factors. Consequently, certain residents in Santee may experience a higher prevalence of housing overpayment (cost burden), overcrowding, or other housing problems.

"Special needs" groups include the following: senior households, single-parent households, large households, persons with disabilities, agricultural workers, students, and homeless.

SENIORS - From 2009-2011, seniors (age 65+) comprised 11 percent of Santee residents and 19 percent of households were headed by seniors. Of these households, the majority (85 percent) owned their homes, while the remainder (15 percent) rented. Roughly, 40 percent of Santee's senior population was reported as having one or more disabilities between 2009 and 2011 by the ACS. The need for senior housing can be expected to increase in Santee due to the changing demographics of the population.

SINGLE-PARENT HOUSEHOLDS - According to the 2009-2011 ACS, approximately nine percent of Santee households were headed by single parents, down from 11 percent in 2000. The large majority of these, 86 percent, were headed by females. According to the 2006-2010 ACS, 15 percent of single-parent households had incomes below the poverty level; 90 percent of those households were headed by women.

The City will also continue to fund agencies that provide supportive services, including agencies that provide temporary shelter, food, and clothing to single-parent households that may be displaced due to domestic violence.

LARGE HOUSEHOLDS - Large households (with five or more members) are identified as a group with special housing needs based on the limited availability of adequately sized, affordable housing units. Large households are often of lower income, frequently resulting in the overcrowding of smaller dwelling units and in turn, accelerating unit deterioration.

Almost 11 percent of Santee households were classified as “large households” by the 2009-2011 ACS. About 30 percent of those households rented the units they occupied. While 22 percent of occupied housing units in the City had four or more bedrooms, only a small portion of these units (13 percent) were occupied by renters. Since only 11 percent of Santee’s households are large households, Santee’s housing stock should be adequate to meet the needs of larger households.

PERSONS WITH DISABILITIES - Disability is a physical, mental, or developmental condition that substantially limits one or more major life activity. The 2009-2011 ACS estimated that 11 percent of Santee’s population over five years of age had a disability. The ACS also tallied the number of disabilities by type for residents with one or more disabilities; a person may have more than one disability. Among the disabilities tallied, 36 percent involved difficulty hearing, 21 reported cognitive difficulty, 15 percent were ambulatory disabilities, 15 percent made independent living difficult, eight percent limited self-care ability, and five percent involved visual difficulty.

Services for persons with disabilities are typically provided by both public and private agencies. The City provides funds to non-profit organizations that provide home improvement and repair services to lower income households, including ADA improvements.

PERSONS WITH DEVELOPMENTAL DISABILITIES - As defined by federal law, “developmental disability” means a severe, chronic disability of an individual that:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the individual attains age 22;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three or more of the following areas of major life activity: a) self-care; b) receptive and expressive language; c) learning; d) mobility; e) self-direction; f) capacity for independent living; or g) economic self-sufficiency; and
- Reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

The Census does not collect or report statistics for developmental disabilities and no other source is known to have this data for Santee. According to the State's Department of Developmental Services, as of November 2012, approximately 460 Santee residents

with developmental disabilities were being assisted at the Developmental Center and Regional Center in San Diego. Most of these individuals were residing in a private home with their parent or guardian and 156 of these persons with developmental disabilities were under the age of 18.

AGRICULTURAL WORKERS - Agricultural workers are traditionally defined as persons whose primary incomes are earned through permanent or seasonal agricultural labor. According to the 2009-2011 ACS, no residents of Santee residents were employed in farming, forestry, or fishing occupations.

STUDENTS - Approximately nine percent of Santee residents were enrolled in college between 2009 and 2011, which is slightly lower than the proportion of college students countywide (10 percent).

HOMELESS - According to HUD, a person is considered homeless if he/she is not imprisoned and:

- 1) Lacks a fixed, regular, and adequate nighttime residence;
- 2) The primary nighttime residence is a publicly or privately operated shelter designed for temporary living arrangements;
- 3) The primary residence is an institution that provides a temporary residence for individuals that should otherwise be institutionalized; or
- 4) The primary residence is a public or private place not designed for or ordinarily used as a regular sleeping accommodation.

San Diego County's leading authority on the region's homeless population is the Regional Task Force on the Homeless, which estimated that Santee's homeless population 2012 was 26 people.

Homelessness is a regional issue that requires the coordination among regional agencies. Santee is part of the San Diego County Continuum of Care Consortium that covers the unincorporated County and all incorporated cities with the exception of the City of San Diego. The City provides CDBG funds to homeless service providers to meet the immediate needs of homeless or near homeless in Santee. Services include the provision of food, temporary shelter, health care, and other social services.

Substandard or Dilapidated Housing

Housing that is 30 years or older is assumed to require some rehabilitation. Such features as electrical capacity, kitchen features, and roofs, usually need updating if no prior replacement work has occurred. Santee's housing stock is older than the County's; 85 percent of the City's housing stock was constructed prior to 1990, while only 76 percent of the County's housing stock is more than 22 years old (Figure 2-8). Therefore, more than four out of every five existing housing units in Santee will be older than 30 years and of sufficient age to be susceptible to deterioration, requiring maintenance or rehabilitation by the end of this planning period (2021).

The City's Code Enforcement Officer surveyed residential properties in May 2007 and identified 63 substandard or dilapidated homes in need of substantial rehabilitation. Another five homes were identified as dangerous and in need of demolition and

replacement. The City estimates that the number of substandard, dilapidated, or dangerous homes in the City has not changed significantly since 2007.

Nearly 85 percent of the City's existing housing stock will exceed 30 years of age by the end of this Housing Element planning period. The City provides CDBG funds to assist non-profit organizations that provide minor home improvement and repair services to lower income households.

Vacancy

A certain number of vacant units are needed to moderate the cost of housing, allow sufficient choice for residents, and provide an incentive for unit upkeep and repair. Specifically, vacancy rates of 1.5 to 2.0 percent for ownership housing and 5.0 to 6.0 percent for rental housing are considered optimal to balance demand and supply for housing.

Vacancy rates in Santee are close to what is considered optimal for a healthy housing market. According to the 2009-2011 ACS, the overall vacancy rate in Santee was 5.5 percent. Specifically, the vacancy rate for ownership housing was 2.8 percent, while the overall rental vacancy rate was 6.0 percent.

Housing Cost - Ownership

The California Association of Realtors made median home prices (including single-family homes and condominiums) for cities and counties throughout California available to the public until December 2010. As of December 2010, the median home price in Santee was \$325,000. When compared to nearby jurisdictions, the California Association of Realtors data shows that Santee's median home price was comparable to the median prices of homes in neighboring jurisdictions; however, Santee was the only city among its geographic peers to experience median home price increase from December 2009 to December 2010.

Housing Cost - Rental

Renters comprise approximately 30 percent of the City's households. Rental price information was collected for four apartment complexes within the City with units for rent advertised on Rent.com in November 2012. At the time of the research, there were no studio apartment units available, while one-bedroom units rented for \$1,055 to \$1,100. Larger units were more expensive; two-bedroom units were offered at rents ranging from \$1,125 to \$1,395, while three-bedroom units ranged from \$1,275 to \$1,725 per month.

The San Diego County Apartment Association publishes quarterly rental market reports based on surveys conducted throughout the region from Fall 2010 through Fall 2011. Fall average rents declined for units of all sizes in Santee. The average price of three-bedroom units declined substantially during this period (-18.4 percent); while rental rates for one-bedroom and two-bedroom units decreased modestly (-0.6 percent and -5.5 percent, respectively) in Santee. In general, average rents for units in Santee were slightly lower than average rents of similar units in neighboring jurisdictions.

Housing Affordability By Household Income

Extremely Low Income Households: Extremely low income households earn 30 percent or less of the AMI. The maximum affordable rental payment ranges from \$383 per month for a one-person household to \$557 per month for a family of five. The maximum affordable home purchase price for extremely low income households ranges from \$42,465 for a one-person household to \$52,429 for a five-person household.

Very Low Income Households: Very low income households are classified as those earning 50 percent or less of the AMI. The maximum affordable rental payment ranges from \$664 per month for a one-person household to \$991 per month for a family of five. The maximum affordable home purchase price for very low income households ranges from \$86,495 for a one-person household to \$115,653 for a five person household.

Extremely low and very low income households of all sizes would be unlikely to secure adequately sized and affordable rental housing in Santee. According to the MLS real estate database, extremely low and very low income households could not afford the asking price of any adequately sized home listed for-sale in November 2012.

Low Income Households: Low income households earn 51 to 80 percent of the County AMI. The maximum home price a low income household can afford ranges from \$152,443 for a one-person household to \$217,413 for a five-person family. Affordable rental rates for low income households would range from \$1,085 for a one-person household to \$1,641 for a five-person household.

Low income households could afford a limited number of adequately sized homes listed for-sale in November 2012. Low income households have a better chance in securing an adequately sized and affordable rental housing unit. However, the limited number of apartment complexes offering three-bedroom units in Santee at prices affordable to larger low income households is indicative of the potential difficulty these households face.

Moderate Income Households: Moderate income households earn up to 120 percent of the County AMI. The maximum affordable home price for moderate income households ranges from \$267,412 for a one-person household to \$395,100 for a family of five. A moderate income household can afford rental rates of \$1,554 to \$2,366 per month depending on household size.

Moderate income households can afford a wide range of apartments, condominiums, and single-family detached dwellings advertised in November 2012.

Assisted Housing Inventory

Existing housing that receives governmental assistance is often a significant source of affordable housing in many communities. Santee has six assisted housing developments that provide 623 affordable housing units.

At-Risk Housing

During the period from 2013 to 2022, two assisted housing projects in Santee are at risk of converting to market-rate housing. As of January 2013, 309 units were at risk of converting to market rate rents. Of these units, 121 were within the Carlton Country Club Villas, while the Woodglen Vista Apartments had 188 at-risk units.

Preservation of the at-risk units can be achieved in several ways: 1) facilitate transfer of ownership of these projects to or purchase of similar units by nonprofit organizations; 2) purchase of affordability covenant; and 3) the provision of rental assistance to tenants using funding sources other than Section 8.

Rental income would not be adequate to cover the cost of securing at-risk properties through outright acquisition or covenant in the absence of a source of subsidy. Following the dissolution of California's redevelopment agencies, available funding sources, including CDBG allocations, are insufficient to secure at-risk units through rental subsidies, acquisitions, or purchase of covenants.

Estimates of Housing Needs

The Comprehensive Housing Affordability Strategy (CHAS) developed by the Census for HUD provides detailed information on housing needs by income level for different types of households in Santee. Based on CHAS, housing problems in Santee include:

- 1) Units with physical defects (lacking complete kitchen or bathroom);
- 2) Overcrowded conditions (housing units with more than one person per room);
- 3) Housing cost burden, including utilities, exceeding 30 percent of gross income; or
- 4) Severe housing cost burden, including utilities, exceeding 50 percent of gross income.

Disproportionate Needs

The types of problems vary according to household income, type, and tenure. Some highlights include:

- Overall, housing problems affected roughly the same proportion of renter-households (44 percent) as owner-households (45 percent).
- Elderly renters had the highest level of housing problems regardless of income level (65 percent).
- All extremely low income large renter families had housing problems; the CHAS estimates that all of these households paid more than 50 percent of their income on housing costs.
- More than half of all lower income households (<80 percent AMI), regardless of tenure, incurred a cost burden.

- Of the 1,555 extremely low income Santee households reported in the 2006-2008 CHAS, approximately 65 percent incurred a housing cost burden exceeding 50 percent of their monthly income.
- Projected housing needs for extremely low income households through the end of the planning period include a need for additional Housing Choice Vouchers and new or substantially rehabilitated rental housing of adequate size and at affordable rates to avoid or alleviate the problems of overcrowding and cost burden.

Specific Housing Objectives (91.215 (b))

1. *Describe the priorities and specific objectives the jurisdiction hopes to achieve over a specified time period.*

(Please see response following Question #2)

2. *Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.*

Housing goal and objectives:

- | | |
|----------------|---|
| Goal Number 1. | Maintain and improve the infrastructure of the City's low and moderate income neighborhoods. |
| Objective 1. | Support infrastructure improvements to improve quality of Santee's neighborhoods.

<u>Outcome 1.1.1.</u> Allocate \$158,466 for debt service related to a Section #108 loan to partially fund drainage and roadway improvements to Buena Vista and Railroad Avenues in a CDBG qualifying census area. |
| Goal Number 2. | Assist residents by helping them acquire and/or maintain affordable housing in the City. |
| Objective 1. | Administer the First Time Homebuyer Program to assist low and moderate income residents purchase an affordable home.

<u>Outcome 2.1.1.</u> Provide HOME Program funding for 8 first-time homebuyer program loans. |
| Objective 2. | Continue the support of the City's fair housing activities.

<u>Outcome 2.2.1.</u> Provide \$9,500 of CDBG to fund a local fair housing organization (CSA of San Diego County) to provide fair housing counseling and support to the City's residents. |
| Goal Number 3. | Support activities that improve the quality of life for seniors and persons with special needs. |

Objective 1. Continue to support local organizations providing support for seniors and residents with special needs.

Outcome 3.1.1. Allocate 36,441 (15 percent of the City's CDBG allocation) to local service providers for operations and program administration, which include:

- Santee Ministerial Council – Santee Food Bank (\$20,000), which will serve approximately 1,825 persons.
- Meals on Wheels Greater San Diego, Inc. (\$8,000), which serve approximately 52 residents.
- Crisis House Homeless Prevention and Intervention Project (\$3,000), will aide 3,000 persons in need.
- Elderhelp of San Diego (\$3,000), which will serve 15 residents.
- East County Family YMCA-Cameron Family Facility (\$1,000), which will provide scholarships for 150 children.
- The Boys and Girls Clubs of East County (\$1441), who will help 24 Santee children.
- Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time.

Objective 2. Continue the support of the City's fair housing activities.

Outcome 3.2.1. Provide \$9,500 of CDBG to fund a local fair housing organization (Center for Social Advocacy) to provide fair housing counseling and support to the City's residents.

Goal Number 4. Support the provision of homeless services and homeless prevention services.

Objective 1. Support homeless prevention services through support of local food banks.

Outcome 4.1.1. As part of the City's 15 percent public service allocation, fund organizations providing homelessness prevention services, including:

- Santee Ministerial Council – Santee Food Bank (\$20,000).
- Crisis House Homeless Prevention and Intervention Project (\$3,000).
- Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has

awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time.

Objective 2. Continue to support local organizations providing support for homeless residents.

Outcome 4.2.1. As part of the City's 15 percent public service allocation, fund organizations providing homelessness prevention services, including:

- Crisis House Homeless Prevention and Intervention Project (\$3,000).

Federal, State and Local Public and Private Sector Resources

The City of Santee has access to Federal, State, and local resources to achieve its housing and community development priorities. Specific funding sources will be utilized based on the opportunities and constraints of each project or program. The City utilizes two major funding sources for housing and community development activities: CDBG and HOME funds. HUD awards CDBG and HOME funds to Santee based on a formula allocation that takes into account the tightness of the local housing market, inadequate housing, poverty, and housing production costs. CDBG funds can be used for housing and community development activities, and HOME funds are used to expand affordable housing opportunities.

The City's goal is to leverage Federal, State, and local funds to maximize the number of households that can be assisted. Other funding sources are available to the City but not addressed in this planning document. Community development, housing, and economic development goals can be met with supplemental funds that may be leveraged, such as:

Section 8: The Section 8 Rental Choice Voucher Program is authorized by the U.S. Housing Act of 1937, and is overseen by HUD's Office of Public and Indian Housing. The Housing Authority of the County of San Diego administers the local Section 8 Housing Choice Voucher Rental Assistance Program for Santee residents.

Supportive Housing Program (SHP): Grants for development of supportive housing and support services to assist homeless persons in the transition from homelessness are available from HUD. These grants are awarded to San Diego County to implement a broad range of activities which benefit homeless persons.

Housing Opportunity for Persons with AIDS (HOPWA): The HOPWA program provides funding for the housing and related support-service needs of low-income persons living with human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS). The Housing Authority of the County of San Diego administers HOPWA for Santee residents.

Low Income Housing Tax Credits: Tax credits are available to individuals and

corporations that invest in low-income rental housing. Usually, the tax credits are sold to corporations with a high tax liability and the proceeds from the sale are used to create the housing.

Homelessness Prevention and Rapid Re-Housing Program (HPRP): The purpose of HPRP is to provide homelessness prevention assistance for households who would otherwise become homeless and rapid re-housing assistance for persons who are recently homeless. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive service needs of households that affect housing stability. Rather, assistance will be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. The Housing Authority of the County of San Diego administers HOPWA for Santee residents.

Needs of Public Housing (91.210 (b))

- 1. In cooperation with the public housing agency or agencies located within its boundaries, describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries (i.e. assessment of needs of tenants and applicants on waiting list for accessible units as required by 24 CFR 8.25). The public housing agency and jurisdiction can use the optional Priority Public Housing Needs Table (formerly Table 4) of the Consolidated Plan to identify priority public housing needs to assist in this process.*

The City of Santee does not own or manage Public Housing properties.

Public Housing Strategy (91.210)

- 1. Describe the public housing agency's strategy to serve the needs of extremely low-income, low-income, and moderate-income families residing in the jurisdiction served by the public housing agency (including families on the public housing and section 8 tenant-based waiting list), the public housing agency's strategy for addressing the revitalization and restoration needs of public housing projects within the jurisdiction and improving the management and operation of such public housing, and the public housing agency's strategy for improving the living environment of extremely low-income, low-income, and moderate families residing in public housing.*

(Please see response following Question #3)

- 2. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake to encourage public housing residents to become more involved in management and participate in homeownership. (NAHA Sec. 105 (b)(11) and (91.215 (k))*

- 3. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation. (NAHA Sec. 105 (g))*

The City of Santee does not own or manage Public Housing properties.

Barriers to Affordable Housing (91.210 (e) and 91.215 (f))

- 1. Explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing are affected by public policies, particularly those of the local jurisdiction. Such policies include tax policy affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and policies that affect the return on residential investment.*

(Please see response following Question #2)

- 2. Describe the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, except that, if a State requires a unit of general local government to submit a regulatory barrier assessment that is substantially equivalent to the information required under this part, as determined by HUD, the unit of general local government may submit that assessment to HUD and it shall be considered to have complied with this requirement.*

Although the City of Santee strives to ensure the provision of adequate and affordable housing to meet the needs of the community, many factors can constrain the development, maintenance, and improvement of housing. These include market mechanisms, government codes and policies, and physical and environmental constraints. This section addresses these potential constraints that affect the supply and cost of housing in Santee.

Market Constraints

Locally and regionally there are several constraints that hinder the ability to accommodate Santee's affordable housing demand. The high cost of land, rising development costs, and neighborhood opposition make it expensive for developers to build affordable housing. These constraints may result in housing that is not affordable to low and moderate income households, or may render residential construction economically infeasible for developers.

A density bonus up to 35 percent over the otherwise maximum allowable residential density under the applicable zoning district is available to developers who provide affordable housing as part of their projects. Developers of affordable housing are also entitled to at least one concession or incentive as established in the Zoning Ordinance. Density bonuses, together with the incentives and/or concessions, result in a lower average cost of land per dwelling unit thereby making the provision of affordable housing more feasible. The City regularly updates its density bonus ordinance to reflect the annual changes in State law regarding density bonuses.

The City also participates in the San Diego County Regional Mortgage Certificate Program (Section 6, Program 8) and provides down payment and closing cost assistance to first-time lower and moderate income homebuyers (Section 6, Program 7).

Under the Home Mortgage Disclosure Act (HMDA), lending institutions are required to disclose information on the disposition of loan applications and the income, gender, and race of loan applicants. The data for Santee were compiled by census tract and aggregated to the area that generally approximates the City boundaries. Overall, 510 households applied for conventional home mortgage loans in Santee in 2010. Of these applications, approximately 62 percent were originated (approved by the lenders and accepted by the applicants). The overall denial rate was 16 percent, while 22 percent of the applications were withdrawn, closed for incompleteness, or received approval, but the loan was not accepted by the applicant.

Governmental Constraints

Policies of the City can have an impact on the price and availability of housing in Santee. Land use controls, site improvement requirements, building codes, fees, and other local programs intended to improve the overall quality of housing may serve to constrain development of housing affordable to all segments of the community

The City's last comprehensive update of the General Plan occurred in August 2003. A new Urban Residential land use designation that permits 30 units per gross acre was added in 2010. The City's residential land use designations provide for the development of a wide range of housing types including single-family dwellings, mobile homes, townhomes, condominiums, second dwelling units, and multifamily units at various densities. Therefore, the land use regulations are not considered a constraint to residential development.

Developers of affordable and senior housing and property owners who initiate lot consolidation may request a variety of incentives, including concessions, modifications, or waivers of otherwise applicable development standards.

The provision of off-street parking can increase the cost of housing; however, Santee's standards are reasonable as requirements for multifamily developments are equal to or less than requirements for single-family detached dwellings (two spaces per unit) and comparable to parking requirements of nearby jurisdictions. Parking standards in Santee are not considered a constraint to housing development.

In addition to improvements and dedication of public land, land developers are subject to a variety of fees and exactions to cover the cost of processing permits and providing necessary services and facilities. In general, these fees can be a constraint on housing development and compromise market-rate affordability because the additional cost borne by developers contributes to overall increased housing unit cost. However, the fees are necessary to maintain adequate planning services and other public services and facilities in Santee.

Reduced, waived, or reimbursed fees are possible incentives under the City's density bonus ordinance and could be a potential consideration for future lot consolidation incentives (Section 6, Programs 10 and 13). When fees calculated on a prototypical single-family home by the Building Industry Association in 2006-2007 (the last year for

which fee survey data for Santee and nearby jurisdictions is available), Santee's fees were average when compared to its neighbors.

Since the year 2000, nearly 1,400 multifamily units in 19 developments representing approximately 3,748 new residents have been approved by the City Council subject to the requirement for a Development Review Permit. No applications for multifamily units have been denied.

The California Environmental Quality Act (CEQA) compliance process determines the timeframes for approval of many discretionary projects. Most projects are either Categorically Exempt or handled through the negative declaration process, which is processed concurrently with other discretionary approval processes. However, if an Environmental Impact Report is required a minimum of six months is added to the approval process.

The City of Santee adopted the 2010 California Building Code (CBC), Part 2, Title 24 of the California Code of Regulations. The CBC is based on the International Building Code, 2009 Edition and considered to be the minimum necessary to protect the public's health, safety and welfare.

Substandard housing conditions within the City's existing housing stock are abated primarily through code compliance. Identification of code violations is based on resident complaints. The City then advises property owners on proper corrective action. In order to facilitate the code compliance process for property maintenance, the City has adopted an administrative abatement process in an effort to expedite compliance and reduce the City's enforcement costs. The primary focus of these hearings has been property maintenance issues.

Under State Lanterman Developmental Disabilities Services Act (aka Lanterman Act), small State-licensed residential care facilities for six or fewer persons must be treated as regular residential uses and permitted in all residential districts; Santee is compliant with the Lanterman Act.

In January 2013, the City updated the Zoning Ordinance to update and include provisions for transitional and supportive housing. These facilities may serve persons with disabilities. Consistent with State law, transitional and supportive housing facilities as defined in the Health and Safety Code are permitted in all residential zones.

The City also accommodates persons with disabilities in group care facilities. Group care facilities serve mentally disabled, mentally disordered or otherwise handicapped persons regardless of whether they are living together as a single household unit. These facilities are separate from State-licensed residential care facilities and require approval of a CUP in all residential zones. Group care facilities are subject to the same review process, approval criteria, and findings as all other uses that require a CUP, including large residential care facilities.

The City's Reasonable Accommodation Ordinance is based on the State's model ordinance. When a request for reasonable accommodation is filed with the Department of Development Services, it is referred to the Development Services Director for review

and consideration. The Development Services Director must consider the following criteria when determining whether a requested accommodation is reasonable:

1. The Applicant making the request for reasonable accommodation is an individual protected under the Federal Fair Housing Amendments Act of 1988.
2. The accommodation is necessary to make a specific dwelling unit(s) available to an individual protected under the Federal Fair Housing Amendments Act of 1988.
3. The requested accommodation would not impose an undue financial or administrative burden on the City.
4. The requested accommodation would not require a fundamental alteration in the nature of a program, policy, and/or procedure.

The City enforces Title 24 of the California Code of Regulations that regulates the access and adaptability of buildings to accommodate persons with disabilities. No unique restrictions are in place that would constrain the development of housing for persons with disabilities.

Government Code Section 12955.1(b) requires that 10 percent of the total dwelling units in multifamily buildings without elevators consisting of three or more rental units or four or more condominium units are subject to the following building standards for persons with disabilities.

Article 34 of the State Constitution requires a majority vote of the electorate to approve the development, construction, or acquisition by a public body of any "low rent housing project" within that jurisdiction. In other words, for any projects to be built and/or operated by a public agency where at least 50 percent of the occupants are low income and rents are restricted to affordable levels, the jurisdiction must seek voter approval known as "Article 34 authority" to authorize that number of units.

Santee has not sought voter approval to grant "Article 34 authority." In the past, Article 34 may have prevented certain projects from being built. The State legislature has enacted Sections 37001, 37001.3, and 37001.5 of the Health and Safety Code to clarify ambiguities relating to the scope of the applicability of Article 34. Although Santee does not have Article 34 authority, the City does not view this as a significant constraint to the development of affordable housing since the City does not typically function as a developer or owner of low-cost housing.

State and federal regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, development review permits, etc.). Costs resulting from the environmental review process are also added to the cost of housing and are passed on to the consumer. These costs include fees charged by local government and private consultants needed to complete the environmental analysis, and from delays caused by the mandated public review periods. However, the presence of these regulations helps preserve the environment and ensure environmental safety to Santee residents.

Another factor adding to the cost of new home construction is the cost of providing adequate infrastructure such as streets, curbs, gutter, sidewalks, water and sewer lines, and street lighting. The cost of these additions or improvements is borne by developers and then, to the extent possible, added to the cost of new housing units, impacting affordability. Fees collected for new development contribute to the cost of housing and

may constrain the development of lower priced housing units. Development Impact Fees are collected by the City to cover the cost of providing drainage, traffic, park, and other public facility improvements for new development.

Finally, the City of Santee is located within the Airport Influence Area (AIA) of Gillespie Field. Approximately 63.91 acres of Santee's residential sites inventory is located within the boundaries of the Gillespie Field Airport Land Use Compatibility Plan (ALUCP). At the present time, land use proposals within the AIA are subject to land use compatibility determinations by the Airport Land Use Commission (ALUC), potentially increasing the cost and time required to gain approval of a residential development.

HOMELESS

Homeless Needs (91.205 (b) and 91.215 (c))

*Please also refer to the Homeless Needs Table in the Needs.xls workbook

1. *Homeless Needs— The jurisdiction must provide a concise summary of the nature and extent of homelessness in the jurisdiction, (including rural homelessness and chronic homelessness where applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations, in accordance with Table 1A. The summary must include the characteristics and needs of low-income individuals and children, (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, to the extent information is available, the plan must include a description of the nature and extent of homelessness by racial and ethnic group. A quantitative analysis is not required. If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates.*

Assessing a region's homeless population is difficult because of the transient nature of the population. San Diego County's leading authority on the region's homeless population is the Regional Task Force on the Homeless. Based on information provided by individual jurisdictions, the majority of the region's homeless is estimated to be in the urban areas, but a sizeable number of homeless persons make their temporary residence in rural areas. RTFH estimates that all of Santee's homeless population (26 people) was unsheltered in 2012.

(Please find discussion of priorities and objectives below).

Priority Homeless Needs

1. *Using the results of the Continuum of Care planning process, identify the jurisdiction's homeless and homeless prevention priorities specified in Table 1A, the Homeless and Special Needs Populations Chart. The description of the jurisdiction's choice of priority needs and allocation priorities must be based on reliable data meeting HUD standards and should reflect the required consultation with homeless*

assistance providers, homeless persons, and other concerned citizens regarding the needs of homeless families with children and individuals. The jurisdiction must provide an analysis of how the needs of each category of residents provided the basis for determining the relative priority of each priority homeless need category. A separate brief narrative should be directed to addressing gaps in services and housing for the sheltered and unsheltered chronic homeless.

(Please see response following Question #2)

2. *A community should give a high priority to chronically homeless persons, where the jurisdiction identifies sheltered and unsheltered chronic homeless persons in its Homeless Needs Table - Homeless Populations and Subpopulations.*

The City serves homeless populations by funding public services at the federally mandated 15 percent of CDBG cap. In addition, the City of Santee works with the County of San Diego Regional Continuum of Care Council (RCCC) on the regional strategic plan to address homelessness.

The RCCC's most recent Strategic Planning Objectives, which serve as the Homeless Strategic Plan for the County are:

- OBJECTIVE 1. Create new permanent housing beds for chronically homeless individuals.
- OBJECTIVE 2. Increase percentage of homeless persons staying in permanent housing (countywide).
- OBJECTIVE 3. Increase percentage of homeless persons moving from transitional housing to permanent housing to at least 65 percent.
- OBJECTIVE 4. Increase percentage of persons employed at program exit.
- OBJECTIVE 5. Decrease the number of homeless households with children.

Homeless Inventory (91.210 (c))

The jurisdiction shall provide a concise summary of the existing facilities and services (including a brief inventory) that assist homeless persons and families with children and subpopulations identified in Table 1A. These include outreach and assessment, emergency shelters and services, transitional housing, permanent supportive housing, access to permanent housing, and activities to prevent low-income individuals and families with children (especially extremely low-income) from becoming homeless. The jurisdiction can use the optional Continuum of Care Housing Activity Chart and Service Activity Chart to meet this requirement.

Jurisdictions in San Diego County participate in a regional approach to addressing the needs of homeless residents. The following shelters provide services to a variety of homeless constituencies.

<u>Shelters & Address</u>	<u>Telephone</u>	<u>Accommodations</u>
Interfaith Shelter Network	(619) 702-5399	Seasonal night-time shelters-various locations
St. Clare's Home 2091 E. Valley Parkway Escondido, CA 92027	(760) 741-0122	
Catholic Charities 759 8th Avenue San Diego, CA 92101	(619) 696-0873	Rachel's Women's Center
San Diego Rescue Mission 120 Elm Street San Diego, CA 92101	(619) 687-3720	Women & Children
Brother Benno 3260 Production Avenue Oceanside, CA 92054	(760) 439-1244	
Neil Good Day Center 299 17th Street San Diego, CA 92101	(619) 234-3041	No overnight
Salvation Army 732 F Street San Diego, CA 92101	(619) 231-6030	Emergency Lodging
Interfaith Community Services of Escondido Main Office 550 West Washington, Suite B Escondido, CA 92025	(760) 489-6380	
Interfaith Community Services of Escondido Coastal Office 2195 Oceanside Blvd. Oceanside, CA 92054	(760) 721-2117	
St. Vincent De Paul Village 1501 Imperial Avenue San Diego, CA 92101	(619) 233-8500	
Crisis House 1034 No. Magnolia Ave. El Cajon, CA 92020	(619) 444-1194	

The Community Action Partnership (CAP) provides homeless services through the County's Hotel Voucher Program for eight months out of the year (October through mid-

May). The County coordinates its Hotel Voucher Program with the Emergency Food and Shelter program (funded by FEMA) that provides hotel vouchers for homeless families for four months during the summer.

The homeless services administered through CAP are a component of the Family Self-Sufficiency (FSS) Program. CAP has developed a network of community partners serving the homeless in San Diego that work with the FSS contracted agencies to provide a continuum of care for families eligible to the program and who are willing and ready to take part in case management to address barriers to becoming self-sufficient and obtain stable housing.

The Interfaith Shelter Network Program

The Interfaith Shelter Network Program assists homeless individuals and families in securing permanent housing and income, by providing case management and support services from neighborhood agencies coordinated by the Interfaith Shelter Network. The Network provides up to 90 extra shelter beds in the County for up to seven months during cold-weather season, from October through May. This program serves mentally competent homeless persons who are free of substance abuse.

In addition to emergency lodging, Interfaith Shelter Network also provides:

- Food and hygiene items
- Case management and problem solving
- Career guidance and employment assistance
- Transitional or permanent housing
- Moral Support at religious congregation facilities

Homeless Strategic Plan (91.215 (c))

1. Homelessness— Describe the jurisdiction's strategy for developing a system to address homelessness and the priority needs of homeless persons and families (including the subpopulations identified in the needs section). The jurisdiction's strategy must consider the housing and supportive services needed in each stage of the process which includes preventing homelessness, outreach/assessment, emergency shelters and services, transitional housing, and helping homeless persons (especially any persons that are chronically homeless) make the transition to permanent housing and independent living. The jurisdiction must also describe its strategy for helping extremely low- and low-income individuals and families who are at imminent risk of becoming homeless.
2. Chronic homelessness—Describe the jurisdiction's strategy for eliminating chronic homelessness. This should include the strategy for helping homeless persons make the transition to permanent housing and independent living. This strategy should, to the maximum extent feasible, be coordinated with the strategy presented Exhibit 1 of the Continuum of Care (CoC) application and any other strategy or plan to eliminate chronic homelessness. Also describe, in a narrative, relationships and efforts to coordinate the Conplan, CoC, and any other strategy or plan to address chronic homelessness.

3. Homelessness Prevention—Describe the jurisdiction’s strategy to help prevent homelessness for individuals and families with children who are at imminent risk of becoming homeless.
4. Institutional Structure—Briefly describe the institutional structure, including private industry, non-profit organizations, and public institutions, through which the jurisdiction will carry out its homelessness strategy.
5. Discharge Coordination Policy—Every jurisdiction receiving McKinney-Vento Homeless Assistance Act Emergency Shelter Grant (ESG), Supportive Housing, Shelter Plus Care, or Section 8 SRO Program funds must develop and implement a Discharge Coordination Policy, to the maximum extent practicable. Such a policy should include “policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.” The jurisdiction should describe its planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how the community will move toward such a policy.

3-5 Year Homeless Strategic Plan response:

As noted, the City serves homeless populations by funding public services at the federally mandated 15 percent of CDBG cap. In addition, the City of Santee works with the County of San Diego Regional Continuum of Care Council (RCCC) on the regional strategic plan to address homelessness.

The RCCC’s most recent Strategic Planning Objectives, which serve as the Homeless Strategic Plan for the County are:

- OBJECTIVE 1. Create new permanent housing beds for chronically homeless individuals.
- OBJECTIVE 2. Increase percentage of homeless persons staying in permanent housing (countywide).
- OBJECTIVE 3. Increase percentage of homeless persons moving from transitional housing to permanent housing to at least 65 percent.
- OBJECTIVE 4. Increase percentage of persons employed at program exit.
- OBJECTIVE 5. Decrease the number of homeless households with children.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

N/A

COMMUNITY DEVELOPMENT

Community Development (91.215 (e))

*Please also refer to the Community Development Table in the Needs.xls workbook

1. *Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), – i.e., public facilities, public improvements, public services and economic development.*

(Please see response following Question #4)

2. *Describe the basis for assigning the priority given to each category of priority needs.*

(Please see response following Question #4)

3. *Identify any obstacles to meeting underserved needs.*

(Please see response following Question #4)

4. *Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.*

NOTE: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Approach to public input. The following provides a brief description of public input process conducted during the preparation of the City's FY 2010 – 2015 Consolidated Plan, which included a resident survey and stakeholder interviews.

- **Resident survey.** Santee residents were given the opportunity to comment on the City's needs through an online survey, hosted on the City's website, as well as through a paper survey, distributed at Santee's City Hall. A flyer soliciting resident

participation in the survey was posted at City Hall, as well as other locations throughout the community.

A total of 30 Santee residents participated in the survey. Residents that participated in the survey included many long term residents that noted their satisfaction with living in Santee. Resident concerns point to the challenges that Santee has in maintaining and improving its aging housing stock and infrastructure, while also providing the amenities and economic opportunities necessary to be competitive in the region. Survey responses are summarized in greater detail below.

- **Stakeholder interviews.** A series of key person interviews were conducted to provide local stakeholders the opportunity to discuss the needs of Santee residents. Stakeholders primarily include individuals that work with Santee's special needs population. Key persons interviewed represented the following:
 - Members of the business community and Chamber of Commerce;
 - Groups providing youth activities;
 - Organizations serving low to moderate income seniors;
 - Organizations providing homeless and homeless prevention services;
 - A local fair housing organization;
 - Organizations serving victims of domestic violence; and,
 - Staff from Edgemoor Hospital, a facility serving low-income residents with physical and psychiatric challenges, as well as being one of the City's largest employers.

Summary of Strengths and Needs from Public Input

Strengths. Community strengths should be noted, as community assets retain old residents and attract new. The following provides a summary of what residents and stakeholder identified as Santee's strengths.

- Program and service provision. Survey respondents that had participated in public programs and services all scored their experiences with these programs as "excellent" or "good". Programs and services cited by residents included paramedic and fire services and various youth and recreational programs.
- Collaboration and partnership with local service providers. Stakeholders all noted the positive working relationship they had with the City. Stakeholders also noted that the City has been creative in overcoming challenges, such as a lack of public facilities meeting space, by partnering with organizations with these amenities.
- Economic development. The City has recently been successful in diversifying its retail base, as well as making infrastructure improvements to be more business friendly. Stakeholders feel that the City is well-positioned to recruit new firms, particularly because of its access to public transportation and proximity to military posts and bases.

Needs. The following provides a synopsis of need identified:

- **Public infrastructure.** When residents were asked to identify the greatest needs within their neighborhoods, the majority of respondents cited the need for infrastructure improvements. When asked to identify unmet city-wide needs, many residents voiced concerns related to the poor quality of the City's streets and sidewalks. Residents felt that infrastructure improvements are necessary for improved safety and accessibility for residents, as well as for better traffic flow.
- **Community Development/Public Services.** Community development and public service needs include:
 - Santee's role as a bedroom community to San Diego has resulted in traffic congestion in some portions of the City. In an effort to provide more local jobs to help alleviate traffic congestion, some residents mentioned the need for economic development to spur job creation in the City. Suggestions for economic development included loans for business façade improvements, the recruitment of new firms to Santee and job training. Stakeholders also noted that Santee is competitively located to attract both active duty military, as well as businesses that serve as military contractors. An economic development strategy that incorporates housing and attracting military-related jobs could be successful in Santee.
 - Neighborhood beautification and code enforcement related to rundown and unkempt housing units was cited as a need by some residents participating in the online survey.
 - Although the provision of local activities and entertainment amenities (ex: movie theater) is not pertinent to the purpose of the Consolidated Plan and CDBG eligible activities, resident interest in continued diversification of the local retail base is duly noted.

Five-year goals. The City's Five-Year Consolidated Plan for the 2010-15 period established the following four goals:

- Goal Number 1. Maintain and improve the infrastructure of the City's low- and moderate-income neighborhoods.
- Goal Number 2. Assist residents by helping them acquire and/or maintain affordable housing in the City.
- Goal Number 3. Support activities that improve the quality of life for seniors and persons with special needs.
- Goal Number 4. Support the provision of homeless services and homeless prevention services.

One-Year (2013/14 Action Plan) Objectives and Outcomes

The following Objectives and Outcomes are presented under the four five-year Strategic Plan Goals to demonstrate how the City's activities relate to the overarching Goals.

Community Development Goals:

- Goal Number 1. Maintain and improve the infrastructure of the City's low and moderate income neighborhoods.
- Objective 1. Support infrastructure improvements to improve quality of Santee's neighborhoods.
- Outcome 1.1.1. Allocate \$158,466 for debt service related to a Section #108 loan to partially fund drainage and roadway improvements to Buena Vista Ave./Railroad Ave. site.

The primary obstacle to meeting all of the identified needs, including those identified as priorities, is the general lack of funding resources available to the public and private agencies who serve the needs of low- and moderate-income residents. The recent economic downturn has severely impacted public agency budgets. Continued state budget shortfalls have caused the State of California to reduce funding for local aid to cities and towns, significantly impacting the funding of local programs. The elimination of redevelopment agencies will have a devastating impact on future infrastructure, housing and economic development efforts.

Furthermore, entitlement grants have fallen off dramatically over recent years, further decreasing funds available to provide services and meet the City's needs. Given the current economic climate, the City anticipates further reductions in programs funded through CDBG and HOME allocations due to reduced Congressional appropriations.

Antipoverty Strategy (91.215 (h))

1. *Describe the jurisdiction's goals, programs, and policies for reducing the number of poverty level families (as defined by the Office of Management and Budget and revised annually). In consultation with other appropriate public and private agencies, (i.e. TANF agency) state how the jurisdiction's goals, programs, and policies for producing and preserving affordable housing set forth in the housing component of the consolidated plan will be coordinated with other programs and services for which the jurisdiction is responsible.*

(Please see response following Question #2)

2. *Identify the extent to which this strategy will reduce (or assist in reducing) the number of poverty level families, taking into consideration factors over which the jurisdiction has control.*

According to the most recent American Community Survey 3-year estimate (2009 – 2011), approximately 7.6 percent of the population of the City of Santee was living below the poverty level. Approximately 7.1 percent of the population under 18 years of age, and 5.1 percent of senior residents were living below the poverty level. Female-headed households accounted for 55.3 percent of all household types in poverty.

One of the most significant efforts taken by the City in this area is job creation and retention. Through the CDBG economic development activities and the CDBG Section 108 Loan Guarantee Program, the City has used funds to create new jobs throughout the City.

The City seeks to reduce the number of people living in poverty by continuing to implement its anti-poverty strategy, which includes supporting a number of programs, including housing assistance, supportive services and economic development assistance. As a means of reducing the number of persons with incomes below the poverty line, the City will coordinate its efforts with those of other public and private organizations providing economic and job training programs.

Low Income Housing Tax Credit (LIHTC) Coordination (91.315 (k))

1. *(States only) Describe the strategy to coordinate the Low-income Housing Tax Credit (LIHTC) with the development of housing that is affordable to low- and moderate-income families.*

N/A

NON-HOMELESS SPECIAL NEEDS

Specific Special Needs Objectives (91.215)

1. *Describe the priorities and specific objectives the jurisdiction hopes to achieve over a specified time period.*

The following Objectives and Outcomes are presented under the four five-year Strategic Plan Goals to demonstrate how the City's activities relate to the overarching Goals.

Housing goal and objectives:

- Goal Number 3. Support activities that improve the quality of life for seniors and persons with special needs.
- Objective 1. Continue to support local organizations providing support for seniors and residents with special needs.
- Allocate \$36,441 (15 percent of the City's CDBG allocation) to local service providers for operations and program administration, which include:
- Santee Ministerial Council – Santee Food Bank (\$20,000), which will serve approximately 1,825 persons.
 - Meals on Wheels Greater San Diego, Inc. (\$8,000), which serve approximately 52 residents.
 - Crisis House Homeless Prevention and Intervention Project (\$3,000), will aide 3,000 persons in need.
 - Elderhelp of San Diego (\$3,000), which will serve 15 residents.

- Contingent on receipt CDBG funds in excess of the projected allocation of \$242,946, the City of Santee has awarded Home of Guiding Hands and Lutheran Social Services an equal share of the additional funding. Due to the uncertainty of available funding, the number of persons that may benefit is unknown at this time

2. *Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.*

The City of Santee has access to Federal, State, and local resources to achieve its housing and community development priorities. Specific funding sources will be utilized based on the opportunities and constraints of each project or program. The City utilizes two major funding sources for housing and community development activities: CDBG and HOME funds. HUD awards CDBG and HOME funds to Santee based on a formula allocation that takes into account the tightness of the local housing market, inadequate housing, poverty, and housing production costs. CDBG funds can be used for housing and community development activities, and HOME funds are used to expand affordable housing opportunities.

The City's goal is to leverage Federal, State, and local funds to maximize the number of households that can be assisted. Other funding sources are available to the City but not addressed in this planning document. Community development, housing, and economic development goals can be met with supplemental funds that may be leveraged, such as:

Section 8: The Section 8 Rental Choice Voucher Program is authorized by the U.S. Housing Act of 1937, and is overseen by HUD's Office of Public and Indian Housing. The Housing Authority of the County of San Diego administers the local Section 8 Housing Choice Voucher Rental Assistance Program for Santee residents.

Supportive Housing Program (SHP): Grants for development of supportive housing and support services to assist homeless persons in the transition from homelessness are available from HUD. These grants are awarded to San Diego County to implement a broad range of activities which benefit homeless persons.

Housing Opportunity for Persons with AIDS (HOPWA): The HOPWA program provides funding for the housing and related support-service needs of low-income persons living with human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS). The Housing Authority of the County of San Diego administers HOPWA for Santee residents.

Low Income Housing Tax Credits: Tax credits are available to individuals and corporations that invest in low-income rental housing. Usually, the tax credits are sold to corporations with a high tax liability and the proceeds from the sale are used to create the housing.

Homelessness Prevention and Rapid Re-Housing Program (HPRP): The purpose of

HPRP is to provide homelessness prevention assistance for households who would otherwise become homeless and rapid re-housing assistance for persons who are recently homeless. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive service needs of households that affect housing stability. Rather, assistance will be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. The Housing Authority of the County of San Diego administers HOPWA for Santee residents.

Non-homeless Special Needs (91.205 (d) and 91.210 (d)) Analysis (including HOPWA)

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. *Estimate, to the extent practicable, the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, victims of domestic violence, and any other categories the jurisdiction may specify and describe their supportive housing needs. The jurisdiction can use the Non-Homeless Special Needs Table (formerly Table 1B) of their Consolidated Plan to help identify these needs.*

**Note: HOPWA recipients must identify the size and characteristics of the population with HIV/AIDS and their families that will be served in the metropolitan area.*

(Please refer to Non-homeless Special Needs Table)

2. *Identify the priority housing and supportive service needs of persons who are not homeless but may or may not require supportive housing, i.e., elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction by using the Non-homeless Special Needs Table.*

(Please see response following Question #6)

3. *Describe the basis for assigning the priority given to each category of priority needs.*

(Please see response following Question #6)

4. *Identify any obstacles to meeting underserved needs.*

(Please see response following Question #6)

5. *To the extent information is available, describe the facilities and services that assist persons who are not homeless but require supportive housing, and programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.*

(Please see response following Question #6)

6. *If the jurisdiction plans to use HOME or other tenant based rental assistance to assist one or more of these subpopulations, it must justify the need for such assistance in the plan.*

Five-year goals. The City's Five-Year Consolidated Plan for the 2010-15 period established the following four goals:

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Housing goal and objectives:

- Goal Number 3. Support activities that improve the quality of life for seniors and persons with special needs.
 - Objective 1. Continue to support local organizations providing support for seniors and residents with special needs.

Allocate \$36,441 (15 percent of the City's CDBG allocation) to local service providers for operations and program administration, which include:

 - Santee Ministerial Council – Santee Food Bank (\$20,000), which will serve approximately 1,825 persons.
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the uncertainty of available funding, the number of persons that may benefit is unknown at this time

The primary obstacle to meeting all of the identified needs, including those identified as priorities, is the general lack of funding resources available to the public and private agencies who serve the needs of low- and moderate-income residents. The recent economic downturn has severely impacted public agency budgets. Continued state budget shortfalls have caused the State of California to reduce funding for local aid to cities and towns, significantly impacting the funding of local programs. The elimination of redevelopment agencies will have a devastating impact on future infrastructure, housing and economic development efforts.

Furthermore, entitlement grants have fallen off dramatically over recent years, further decreasing funds available to provide services and meet the City's needs. Given the current economic climate, the City anticipates further reductions in programs funded through CDBG and HOME allocations due to reduced Congressional appropriations.

Housing Opportunities for People with AIDS (HOPWA)

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. The Plan includes a description of the activities to be undertaken with its HOPWA Program funds to address priority unmet housing needs for the eligible population. Activities will assist persons who are not homeless but require supportive housing, such as efforts to prevent low-income individuals and families from becoming homeless and may address the housing needs of persons who are homeless in order to help homeless persons make the transition to permanent housing and independent living. The plan would identify any obstacles to meeting underserved needs and summarize the priorities and specific objectives, describing how funds made available will be used to address identified needs.
2. The Plan must establish annual HOPWA output goals for the planned number of households to be assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. The plan can also describe the special features or needs being addressed, such as support for persons who are homeless or chronically homeless. These outputs are to be used in connection with an assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
3. For housing facility projects being developed, a target date for the completion of each development activity must be included and information on the continued use of these units for the eligible population based on their stewardship requirements (e.g. within the ten-year use periods for projects involving acquisition, new construction or substantial rehabilitation).
4. The Plan includes an explanation of how the funds will be allocated including a description of the geographic area in which assistance will be directed and the

rationale for these geographic allocations and priorities. Include the name of each project sponsor, the zip code for the primary area(s) of planned activities, amounts committed to that sponsor, and whether the sponsor is a faith-based and/or grassroots organization.

5. The Plan describes the role of the lead jurisdiction in the eligible metropolitan statistical area (EMSA), involving (a) consultation to develop a metropolitan-wide strategy for addressing the needs of persons with HIV/AIDS and their families living throughout the EMSA with the other jurisdictions within the EMSA; (b) the standards and procedures to be used to monitor HOPWA Program activities in order to ensure compliance by project sponsors of the requirements of the program.
6. The Plan includes the certifications relevant to the HOPWA Program.

HOPWA funds are administered by the County of Santee for Santee residents.

Specific HOPWA Objectives

1. *Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.*

HOPWA funds are administered by the County of Santee for Santee residents.

OTHER NARRATIVE

Include any Strategic Plan information that was not covered by a narrative in any other section.

City of Santee
COUNCIL AGENDA STATEMENT

4A

MEETING DATE May 8, 2013

AGENDA ITEM NO.

ITEM TITLE POSSIBLE CANCELLATION OF A REGULAR CITY COUNCIL
SUMMER MEETING

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk

RB

SUMMARY

It is the appropriate time for the City Council to review the calendar for possible cancellation of a Regular meeting during the summer months to accommodate various scheduling concerns, and to provide a vacation break for families.

If a meeting will not be held, the City Clerk will post advance notice of cancellation.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

162

Identify preferred date for meeting cancellation and direct the City Clerk to post a Notice of Meeting Cancellation at the appropriate time.

ATTACHMENTS (Listed Below)

Calendar

July 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 <small>City Holiday</small>	5	6
7	8	9	10 <small>Council Meeting</small>	11	12	13
14	15	16	17	18	19	20
21	22	23	24 <small>Council Meeting</small>	25	26	27
28	29	30	31			

August 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14 <small>Council Meeting</small>	15	16	17
18	19	20	21	22	23	24
25	26	27	28 <small>Council Meeting</small>	29	30	31

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING THE EXECUTION OF A LOCATION AGREEMENT WITH HD SUPPLY
FACILITIES MAINTENANCE**

WHEREAS, HD Supply Facilities Maintenance, Ltd. (“HD Supply”) supplies maintenance, repair and operations products and customer service to owners and managers of multifamily, hospitality, educational and commercial properties, healthcare providers, and municipal and government facilities; and

WHEREAS, The City of Santee desires to foster economic development within the City, and after the elimination of redevelopment agencies, has sought alternative means of boosting the business economy, creating jobs and generating sales tax; and

WHEREAS, HD Supply desires to create a permanent business location and expand its facilities in part to permanently establish a new point of sale for certain retail sales and to provide opportunities for continued growth and expansion of its business activities; and

WHEREAS, The City desires to provide incentives that allow HD Supply to create a permanent business location and point of sale within the City, which will generate jobs and local sales tax revenues in the City; and

WHEREAS, It is in the City's best interests to enter into a location agreement with HD Supply whereby the City will provide incentive payments to HD Supply which are proportionate with the amount of local sales tax revenues generated by HD Supply in exchange for HD Supply's creation of a permanent business location and point of sale within the City.

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

Section 1. The City Manager is hereby authorized to execute a location agreement with HD Supply Facilities Maintenance, Ltd. and other documents necessary to finalize the transaction.

Section 2. The execution of the location agreement does not qualify as a project subject to environmental review under the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines section 15378, because the location agreement is a government fiscal activity not involving any commitment to a specific project which may result in a potentially significant physical impact on the environment.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this _____ day of _____, 2013, by the following roll call vote to wit:

RESOLUTION NO. _____

AYES:

NOES:

ABSENT:

APPROVED

RANDY VOEPEL, MAYOR

ATTEST

PATSY BELL, CMC, CITY CLERK

LOCATION AGREEMENT

between

**City of Santee,
a California Municipal Corporation**

and

**HD Supply Facilities Maintenance, Ltd.,
a Florida Limited Partnership**

LOCATION AGREEMENT

ARTICLE 1 PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Location Agreement (“**Agreement**”) is entered into by and between (i) **CITY OF SANTEE**, a California municipal corporation and charter law city (“**City**”) and (ii) HD Supply Facilities Maintenance, Ltd., a Florida limited partnership (“**Company**”).

1.1.1 City and Company are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

1.1.2 This Agreement shall be binding upon and shall inure to the benefit of City and Company and their respective successors, heirs, and assigns.

1.2 Effective Date. This Agreement will become effective on the date on which signed by the appropriate authorities of both City and Company (the “**Effective Date**”).

ARTICLE 2 RECITALS

2.1 Company supplies maintenance, repair and operations products and customer service to owners and managers of multifamily, hospitality, educational and commercial properties, healthcare providers, and municipal and government facilities (“**Business Activities**”).

2.2 Company has a temporary business location in the City at 101 Riverview Parkway, Santee, California 92071 (the “**Company Facility**”). Company desires to create a permanent business location and expand the Company Facility in part to permanently establish the City as the point of sale for the Company’s Retail Sales (as defined in Article 3 of this Agreement) for the Term of this Agreement, and to provide opportunities for continued growth and expansion of its Business Activities. Company’s intent is to establish a comparable operation to the one it maintains at 10641 Scripps Summit Court, San Diego, California 92131 (“**San Diego Location**”). Expanding the Company Facility will include, but not be limited to, creating call center jobs and setting aside office space for administrative staff and varying levels of support management.

2.3 City, in consideration of the permanent additional Local Sales Tax Revenues to be generated in the City by Company for the benefit of City and for the Term of this Agreement, which City would not otherwise realize without Company creating a permanent Company Facility, desires to provide the City Payment (as defined in Article 3 of this Agreement) to Company as incentive for locating its expansion, including without limitation, a permanent point of sale for Retail Sales for the Term of this Agreement within the City.

2.4 Such City Payment will be an amount paid from any legally available source of funds and shall be measured by a percentage of the Local Sales Tax Revenues generated in the City by Company and actually received by the City.

2.5 The expansion of the Company Facility in the City will provide significant public benefits to the City, in that the additional Local Sales Tax Revenues to be paid by Company represent a substantial and significant source of additional public revenue for the City, which may be used by the City for the funding of necessary public services and facilities, including, without implied limitation, public safety services and facilities. It will also increase economic development and job creation within the City.

2.6 Company and City wish to enter into this Agreement for the purposes described above.

ARTICLE 3 DEFINITIONS.

3.1 Definitions. Unless the context otherwise requires, the terms in this Article 3 shall for all purposes of this Agreement have the meanings defined herein. The following definitions apply equally to the singular and plural forms.

3.1.1 “Agreement” shall have the meaning set forth in Section 1.1.

3.1.2 “Business Activities” shall have the meaning set forth in Section 2.1.

3.1.3 “Business Day” means a day which is not a Saturday, Sunday, City furlough day or legal holiday on which banking institutions in the State or the City are closed.

3.1.4 “City” shall have the meaning set forth in Section 1.1.

3.1.5 “City Payment” means a quarterly or other payment to Company, payable from any legally available source of funds, in an amount equal to fifty percent (50%) of Local Sales Tax Revenues actually received by the City, as set forth in Section 4.2.

3.1.6 “Company” shall have the meaning set forth in Section 1.1.

3.1.7 “Company Facility” shall have the meaning set forth in Section 2.2.

3.1.8 “Data and Documentation” means any and all sales and use tax returns, bills, invoices, schedules, vouchers, receipts, cancelled checks, statements and other documents reasonably required by City to evidence Local Sales Tax Revenues paid by Company to the City.

3.1.9 “Effective Date” shall have the meaning set forth in Section 1.2.

3.1.10 “Enforced Delays” shall have the meaning set forth in Section 4.23.

3.1.11 “Event of Default” shall have the meaning set forth in Section 4.6.

3.1.12 “Financial Assistance” means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief or rebates, relief from public improvement obligations, and payment for public improvements to or for the benefit of Company.

3.1.13 “First Fiscal Quarter” means the Fiscal Quarter commencing after the Effective Date of this Agreement.

3.1.14 “Fiscal Quarter” means one calendar year quarter (as used by retailers) within the Term and commencing on or about February 1, May 1, August 1, or November 1, and ending on, on or about as applicable, the immediately following April 30th, July 31st, November 30th, or January 31st. As an example, the first Fiscal Quarter of the 2013 Fiscal Year commences on February 4, 2013 and ends on the immediately following May 5, 2013.

3.1.15 “Fiscal Year” means one calendar year as used by retailers, which consists of fifty-two (52) consecutive weeks within the Term (as opposed to 365 days) and commencing on or about each February 1, and ending on or about the immediately following January 31st. As an example, the 2013 Fiscal Year commences on February 4, 2013 and ends on the immediately following February 2, 2014.

3.1.16 “Increased Amount” shall have the meaning set forth in Section 4.2.5.

3.1.17 “Local Sales Tax Revenues” means that portion of the Sales Tax, if any, paid by Company upon taxable sales and uses attributable to the operations of Company (or affiliated companies which locate or relocate their sales offices in or to the City during the Term of this Agreement, as further described in Section 4.2 of this Agreement) and allocated and paid to and actually received by the City under the Sales and Use Tax Law. Local Sales Tax Revenues shall not include any of the following: (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of San Diego, a district or any entity (including an allocation to a statewide or countywide pool) other than the City, (iii) any administrative fee charged by the SBE, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except the City’s) law, rule, or regulation, (v) any Sales Tax attributable to any transaction not consummated within the Term, or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/ or pledged to a specific use other than for deposit into or payment from the City’s general fund.

Without limiting the generality of the foregoing, City and Company acknowledge that as of the Effective Date of this Agreement, the California legislature has adopted certain legislation commonly known as the “Triple-Flip” which diverts to the State of California a portion of the Local Sales and Use Tax Revenue that was, prior to the Triple Flip’s enactment, payable to the City. Currently, the Triple Flip diverts 0.25% of the Local Sales Tax Revenue that previously was payable to the City. City and Company acknowledge that such legislation will cause a reduction of up to point twenty five percent of the Local Sales Tax Revenue which would otherwise be attributable to Company’s sales and that such reduction will cause a corresponding temporary decrease in the City Payment to Company. Furthermore, Company and City acknowledge that it is possible that the Triple Flip or some other alternative may be enacted and effective during one or more years during the term and may materially and negatively impact the amount of the City Payment. City does not make any representation, warranty or commitment concerning the future action of the California legislature with respect to the Bradley-Burns Tax Revenue that may be allocated to the City. Company agrees that it is

undertaking its obligations pursuant to this Agreement based upon its own investigation of the risks associated with any legislative changes that would affect the amount of the Allocation Payment.

Notwithstanding the preceding paragraph, City acknowledges that the California Legislature has provided for the payment to the City of other revenues for the purpose of offsetting any losses in the Local Sales Tax Revenue. As such, City agrees to use such replacement revenues as part of the definition of the Local Sales Tax Revenue covered by this Agreement to the extent permitted by law and will continue to do so, as long as they are (i) intended to offset the loss of any or all Local Sales Tax Revenue allocable to the City, (ii) actually received by the City, and (iii) not subject to any restrictions on use beyond those which are otherwise generally applicable to sales and use tax revenues received by California municipalities.

If the Sales and Use Tax law is further amended, terminated or rescinded, and Local Sales Tax Revenues are calculated in an alternate manner or are replaced or partially replaced by an alternate revenue stream (i) arising from the retail sale, storage, use or other consumption of tangible personal property by the Company from or on property located in the City, or (ii) designated as being a replacement for Local Sales Tax Revenues previously generated by the retail, sale, storage, use or other consumption of tangible personal property on or from locations in the City, then Local Sales Tax Revenues shall also mean those revenues actually paid or caused to be paid by the Company and ultimately collected for the City in the alternate manner of calculation or the alternate revenue stream, as long as the City receives its portion of such revenues and has the legal right under California law to retain and control the disposition of substantially all of its portion thereof, provided that such revenues shall only be considered Local Sales Tax revenues to the extent that they actually offset the loss of Local Sales Tax Revenues (including both current Local Sales Tax Revenues and prior period Local Sales Tax Revenues).

3.1.18 “Penalty Assessments” means penalties, assessments, collection costs and other costs, fees or charges resulting from late or delinquent payment of Sales Tax and which are levied, assessed or otherwise collected from Company.

3.1.19 “Refund Amount” shall have the meaning set forth in Section 4.2.5.

3.1.20 “Retail Sales” means all sales of tangible personal property with a point of sale in the City to any person or entity which is subject to the Sales and Use Tax Law and which generates Local Sales Tax Revenues. Retail Sales specifically excludes sales of tangible personal property made from the San Diego Location and walk-up sales at any of the Company’s warehouses in California.

3.1.21 “Retail Sales Office” means any form of business entity of Company, or a subsidiary or affiliate of Company, which maintains a Retail Sales operation within the City at which Retail Sales transactions are consummated pursuant to the Sales Tax Law.

3.1.22 “San Diego Location” shall have the meaning set forth in Section 2.2.

3.1.23 “Sales Tax” means all sales and use taxes levied under the authority of the Sales and Use Tax Law, excluding Sales Tax which is to be refunded to Company because of an overpayment of Sales Tax.

3.1.24 “Sales and Use Tax Law” means (i) Part 1 of Division 2 of the California Revenue and Taxation Code, commencing with Section 6001, and any successor law thereto, (ii) California Revenue and Taxation Code Section 7200 et seq., and any successor law thereto, (iii) any legislation allowing the City or other public agency with jurisdiction in the City to levy any form of sales and use tax on the operations of Company, and (iv) regulations of the SBE and other binding rulings and interpretations relating to (i), (ii) and (iii) hereof.

3.1.25 “SBE” means the California State Board of Equalization, and any successor agency.

3.1.26 “Term” shall mean that period commencing as of the First Fiscal Quarter and ending twenty (20) years thereafter, unless earlier terminated or extended as provided by this Agreement. The Parties may extend this Agreement by mutual written consent for an equivalent Term or other term specified in an extension agreement.

ARTICLE 4 GENERAL TERMS

4.1 Location and Operation of Company Within City. Company has agreed to expand its temporary location and establish a permanent location as its point of sale within the City and agrees to continue to operate its Retail Sales activities in the City until this Agreement expires or is terminated by either Party as provided in Section 4.10.

4.1.1 The Retail Sales Office of Company has obtained and will maintain a retail sales tax permit from the SBE. Except as otherwise provided in this Agreement, Company agrees to conduct its business so that the point of sale for Retail Sales made by Company during the Term of this Agreement will be the City, pursuant to the Sales and Use Tax Law. In all Sales Reports filed by Company with the SBE relating to Retail Sales, where such a designation is permitted or required under the Sales and Use Tax Law, Company shall specify the City as the point of sale for all of its Retail Sales, with the exception of Retail Sales from a location other than the City as permitted by Section 4.1.2 of this Agreement.

4.1.2 Notwithstanding Section 4.1.1 of this Agreement,

- (i) the point of sale for Retail Sales made by the Company during the Term of this Agreement is not required to be the City if the Company makes a reasonable determination that certain sales activities cannot reasonably be located within the City including, without limitation, those retail sales made from its San Diego Location; and
- (ii) Company may make Retail Sales from a location that is not within the City, such as from its San Diego Location, to the extent any one or more of the following circumstances applies in whole or in part:
 - (a) The Company Facility, in which Company’s Retail Sales Offices

are located, is damaged, destroyed, or condemned, or access to the Company Facility is lost or materially interfered with, or Company is otherwise prevented from using and occupying the Company Facility for its Retail Sales Offices;

- (b) Company outgrows the Company Facility or its lease terminates or expires by its terms or for any other reason, and Company is unable to obtain replacement space suitable for Company's needs (taking into account the quality and size of any such replacement space and other commercially reasonable criteria) within the City on commercially reasonable terms;
- (c) City is in default under this Agreement;
- (d) City is no longer authorized or permitted to pay all or any portion of the City Payment to Company; or
- (e) Company is required by law or as a condition of sale required by customer to make certain sales from a location other than the Company's Retail Sales Offices within the City.

4.2 Payment of the City Payment. As consideration for Company's expansion and permanent location and operation in the City, as described in Section 4.1 of this Agreement, City shall pay Company the City Payment. City Payments will be made within thirty (30) days following the receipt of the Local Sales Tax Revenues by the City, in accordance with the conditions provided in Section 4.2.1. In the event any company affiliated with Company locates or relocates a sales office in or to the City during the Term of this Agreement, the term "Local Sales Tax Revenues" shall be deemed to include Local Sales Tax Revenues derived from taxable sales and uses attributable to the operations of such affiliated companies and City shall pay the City Payment attributable thereto to Company, or to such affiliated company, as directed by Company.

4.2.1 Conditions Precedent to City Payment. City's obligations under Section 4.2 are contingent on the satisfaction of the following conditions precedent:

- (i) Company having completely fulfilled its material obligations under this Agreement;
- (ii) City's receipt and reasonable approval of the Data and Documentation; and
- (iii) The City's actual receipt of Local Sales Tax Revenues of no less than Five Hundred Thousand Dollars (\$500,000.00) during a Fiscal Year. All receipts shall relate to the Fiscal Year in which the sales generating such receipts were made, such that the preceding amount can be averaged over a twelve (12) month period constituting a Fiscal Year.

If City's actual receipt of Local Sales Tax Revenues is less than \$500,000.00

during a Fiscal Year, City may elect thereafter either to make City Payments on a quarterly basis or to make City Payments at the end of each Fiscal Year. For example, if during the Fiscal Year ending on or about January 31, 2015, the City receives Local Sales Tax Revenues of less than \$500,000.00, but has made quarterly City Payments during the Fiscal Year from approximately February 1, 2014 through January 31, 2015, the City may elect to make a single annual City Payment at the end of the next Fiscal Year, ending on or about January 31, 2016, which payment will be contingent on the City receiving Local Sales Tax Revenues of at least \$500,000.00 during the Fiscal Year from February 1, 2015 through January 31, 2016. Pursuant to this Section, the City may elect each Fiscal Year to make quarterly or annual City Payments on the basis of all conditions precedent being satisfied during the previous Fiscal Year.

4.2.2 Adequate Consideration. Each City Payment due and payable shall constitute the total payment to Company for the Fiscal Quarter, Quarters or Year, as applicable, to which it relates, and shall be paid by City for and in consideration of the expansion and permanent location and operation by Company of the Business Activities in the City during such Fiscal Quarter, Quarters or Year, as applicable. The Parties have determined and agreed that the City Payment represents fair consideration to Company for its covenants and obligations hereunder.

Both City and Company expressly acknowledge and agree that Company will receive no compensation under this Agreement other than the City Payment. Company will not be entitled to any other reimbursement or compensation from the City for any costs incurred by Company in performing or preparing to perform its obligations under this Agreement.

4.2.3 City Business License and Permits. Company acknowledges that it is solely responsible for any and all applicable fees and permits.

4.2.4 No Carry Forward or Back. City and Company acknowledge and agree that the calculation and determination of all financial components of the Parties' rights and obligations under this Agreement shall be computed on a Fiscal Year-to-Fiscal Year basis, except as otherwise provided in this Agreement. Revenues generated in one Fiscal Quarter may be carried forward or back to any prior or future Fiscal Quarter of that Fiscal Year, it being the express agreement and understanding of the Parties that for each Fiscal Year the financial obligations of the Parties and satisfaction of the conditions precedent to such obligations shall be determined and made independently of any other Fiscal Year.

4.2.5 Recapture or Increase of City Payments. If, due to an error in the calculation or allocation of the Local Sales Tax Revenues, the SBE determines that any of the Local Sales Tax Revenues received by the City must be repaid or increased, offset against or added to future Sales Tax payments, or otherwise recaptured ("Refund Amount") or increased ("Increased Amount"), the Company shall pay the City the Refund Amount or the City shall pay the Company the Increased Amount utilizing one of the following methods:

(i) Within thirty (30) days after written notice of the Refund Amount from City, Company shall either repay the miscalculated or misallocated Refund Amount, which the City previously paid to Company, or offset the Refund Amount by agreeing, in writing, that the City may withhold all or portions of future City Payments until the Refund Amount is repaid

in full, or otherwise provide for the recapture of the Refund Amount by the City. Alternatively, after written notice from Company, City shall either pay the Increased Amount in the next City Payment or enter into an agreement for the payment of the Increased Amount. If either Party fails to make such payment, or enter into an agreement for such payment or recapture, within the timeframes set forth in this Section, then such obligation shall accrue interest from the date of such Party's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, until paid.

(ii) Further, if at any time, SBE fails or refuses to remit to the City all or any portion of any Local Sales Tax Revenues applicable to any time period during the Term, then such Local Sales Tax Revenues retained by the SBE shall not be considered in calculating any City Payment under this Agreement, unless and until such retained Local Sales Tax Revenues are paid to the City at any time during the Term of this Agreement, whereupon such payment shall be included in the next City Payment due Company. Notwithstanding the preceding, if the reason for SBE's refusal is because of any act or omission of the City (and not the Company), then the City shall be obligated to make such City Payment in full.

(iii) Notwithstanding anything contained herein to the contrary, City is responsible for paying its share of any Local Sales Tax Revenue it received that is later required to be refunded pursuant to this Agreement.

4.3 Compliance with Legal Requirements. Company covenants and agrees that its employment and other business practices will comply in all material respects with the requirements of any applicable federal, state and city statutes, rules, regulations and ordinances.

4.4 Tax Information. Company acknowledges that, as a public entity, City is subject to the California Public Records Act, and may be required to provide discloseable documents, including Sales Tax reporting and payment information related to Sales Taxes, in response to a request for public records. City shall notify Company in writing of any request for Company's Sales Tax reporting and payment information from a third party. The Company must respond to the City's written notice within seven (7) calendar days and identify any and all proprietary, trade secret, or confidential commercial or financial information which is the subject of the third-party request. Company shall indemnify the City for any costs, fees and other liabilities associated with its refusal to permit disclosure of such identified information; otherwise, the requested information may be released.

4.5 Audit of Books and Records.

4.5.1 City Review of Company Records. Anytime receipts in a Fiscal Year fall below the threshold level identified in Paragraph 4.2.1(iii), Company shall during normal business hours, upon no less than seventy-two (72) hours prior written request from City, make its books and records relating to the calculation and determination of Company's rights and obligations under this Agreement available at no cost to City and/or its designees (including its accountants and/or attorneys who must agree in writing to keep such information confidential) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of Company's evidentiary rights and privileges arising pursuant to any

provision of law. Furthermore, all such books and records may only be made available and introduced as evidence in any proceeding brought to enforce this Agreement or as otherwise ordered by any court of competent jurisdiction if an order preserving their confidentiality is obtained. City shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of Company's books and records; provided, however, that any audit and/or investigation undertaken in connection with any proceeding to enforce this Agreement, or as otherwise ordered by the court, may be recovered as an item of litigation expense pursuant to Section 4.26 but only to the extent such costs are reasonable and necessary.

4.5.2 Company Review of City Records. Upon reasonable notice, City shall allow Company and its representatives to review records of the receipt of Local Sales Tax Revenues by the City, including information received from SBE relating to Company. In the event of an underpayment of Local Sales Tax Revenue by the SBE, the City will promptly use its best efforts to pursue its available administrative remedies against the SBE, at no cost to Company. Company shall have the right to be present at and participate in all SBE administrative proceedings, at Company's cost and expense. If the City fails to use its best efforts to pursue such administrative remedies, then City shall be liable to Company for that portion of any City Payment lost as a result of such failure, which lost portion shall be included in the next City Payment to become due to Company.

4.6 Event of Default. Each of the following shall constitute an "Event of Default":

4.6.1 Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other section of this Agreement, then the specific provision shall control.

4.6.2 Any representation or warranty contained in this Agreement or in any application, financial statement, certificate, or report submitted pursuant to this Agreement proves to have been incorrect in any material respect when made and is not corrected after notice and opportunity to cure as provided in 4.6.1 above.

4.7 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another Party.

4.7.1 Rights not Granted under Agreement. This Agreement is not, and shall not be construed to be, a statutory development agreement under Government Code Section 65864 *et seq.* or any other law. This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or entitlement by the City

concerning any project, development, or construction by Company in the City. This Agreement does not, and shall not be construed to, exempt Company in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction of Company within the City. This Agreement does not, and shall not be construed to, exempt Company from the application and/or exercise of the City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

(i) **Defense of this Agreement.** In the event a third-party files a legal action challenging the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) days' written notice to Company without any further obligation to perform the terms of this Agreement and without any liability to Company resulting from such termination, unless Company unconditionally agrees to indemnify and defend the City against such third-party legal action. Should Company agree to do so, such notification shall be in writing. Notwithstanding anything contained herein to the contrary, City is responsible for paying its share of any Local Sales Tax Revenue it received that is later required to be refunded pursuant to this Agreement.

4.8 No Financial Assistance. Except as provided in Section 4.11 or if the Company, in its sole judgment, determines that City has defaulted and failed to cure as provided in Section 4.6 this Agreement, Company covenants and agrees for the period beginning on the Effective Date and continuing until and including the expiration of this Agreement, Company will not directly or indirectly solicit or accept any Financial Assistance from any other public or private person or entity, to the extent such Financial Assistance is given for the purpose of causing or would result in either Company's relocation from the City or termination of this Agreement.

4.9 Sole Compensation. Both City and Company expressly acknowledge and agree that Company will receive no compensation under this Agreement from City except as expressly set out in this Agreement. The City Payment shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its duties under and pursuant to this Agreement, which shall be paid solely by the City out of legally available funds.

4.10 Expiration/Termination. This Agreement will terminate upon the expiration of the Term, in the Event of Default that remains uncured, described in Section 4.6, by either Party, or by mutual written consent of all Parties to this Agreement. Except as otherwise provided, upon such termination all executory obligations under this Agreement that accrue or arise subsequent to the date of termination shall also terminate, but obligations that have accrued or arisen prior to such termination shall remain in full force and effect. Without limiting the generality of the foregoing, no termination of this Agreement shall operate to release or discharge City from any obligation to make the City Payment with respect to sales occurring prior to the date of termination or to release or discharge Company from any obligation to refund City any overpaid City Payment(s) or other portion of the City Payment in accordance with Section 4.2.

4.11 Reserved.

4.12 Reserved.

4.13 Amendment of Agreement. At any time, City and Company may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason, including an amendment to induce Company to maintain its operations in the City when this Agreement could otherwise be terminated. City and Company agree to consider reasonable requests for amendments to this Agreement which may be made by any of the Parties hereto, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and Company.

4.14 California Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

4.15 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.16 Business Days. Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date, which constitutes a Business Day.

4.17 Tax Consequences. Company shall be responsible for federal, state and/or local income taxes resulting from its receipt of the City Payment.

4.18 Consent. Whenever consent or approval of any Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

4.19 Notices and Demands. All notices or other communications required or permitted between City and Company under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by telecopy, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express), and addressed to the Parties at the addresses provided below, subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the second Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by telecopy or courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

If to the City: City Manager
 10601 Magnolia Avenue
 Santee, CA 92071

With a copy to: Shawn Hagerty
Best Best & Krieger LLP
655 West Broadway, 15th Floor
San Diego, CA 92120

If to the Company: HD Supply Facilities Maintenance, Ltd.
10641 Scripps Summit Court
San Diego, California 92131-3961
Attn: Company President

With a copy to: HD Supply, Inc.
3100 Cumberland Boulevard SE # 1700
Atlanta, GA 30339-5940
Attn: General Counsel

4.20 Non-liability of City Officials and Employees. No council member, officer, official, contractor, consultant, attorney or employee of City shall be personally liable to Company, any successors or assignees, or any lender or other party holding an interest in Company or Company's property, in the event of any default or breach by City, or for any amount which may become due to Company or to its successors or assignees, or on any obligations arising under this Agreement.

4.21 Non-liability of Company Officials and Employees. No board member, official, contractor, consultant, attorney, parent company or employee of Company shall be personally liable to City, any voluntary or involuntary successors or assignees in the event of any default or breach by Company, or for any amount which may become due to City or to its successors or assignees, or on any obligations arising under this Agreement.

4.22 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation or warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that none of us is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing.

4.23 Changes in General Economic Conditions. The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them which may have provided a basis for entering into this Agreement, and which occur at any time after the execution of this Agreement, are not Enforced Delays and do not provide either Party with grounds for asserting the existence of a delay or

excuse in the performance of any covenant or undertaking which may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions, or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not an Enforced Delay and does not excuse the performance by such Party of its obligations under this Agreement.

4.24 Extensions and Delays; No Excuse Due to Economic Changes. Time is of the essence in the performance of the obligations of City and Company under this Agreement. In addition to specific provisions of this Agreement, providing for extensions of time, times for performance hereunder shall be extended where delays in performance are due to war, insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God; acts of a public enemy; acts of governmental authorities; epidemics; quarantine restrictions; and freight embargoes (collectively, “**Enforced Delays**”) provided, however, that the Party claiming the extension notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. However, deadlines for performance may not be extended as provided above due to any inability of Company to obtain or maintain financing for its operations or due to City’s inability to make City Payments payable to Company. In no event shall either Party be deemed in default of this Agreement because of an Enforced Delay event.

4.25 Arbitration.

(a) If a controversy or claim arises out of or relates to the Agreement, or the breach thereof, and if said controversy or claim cannot be settled through negotiation, the parties agree first to try in good faith to settle such controversy or claim by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Mediation is a condition precedent to arbitration in section (b) below.

(b) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the County of San Diego, California (or such other venue the parties may agree to), in accordance with the United States Arbitration Act. There shall be three arbitrators, named in accordance with such rules. The award of the arbitrators shall be accompanied by a statement of the reasons upon which the award is based.

4.26 No Violation of Government Code section 53084.5. The parties agree that Government Code section 53084.5 does not apply to the transactions contemplated under this Agreement. In the event that a claim is made against the City to the contrary, Company agrees to defend such claims, both on its own behalf and that of the City, and City agrees to cooperate in the defense of any claim that this Agreement and/or the payment of City Payments under this Agreement, violate or are illegal or impermissible as a result of Government Code section 53084.5. Company further agrees to indemnify and hold harmless City and its officers, employees and elected and appointed officials from and against all liabilities that may arise from

or relate to this Agreement or occur as a result of a final determination by a court of competent jurisdiction that this Agreement violates Government Code section 53084.5. City and Company may, but are not required to, agree in a separate writing to share the costs of such defense. Notwithstanding anything contained herein to the contrary, City is responsible for paying its share of any Local Sales Tax Revenue it received that is later required to be refunded pursuant to this Agreement.

4.27 Attorneys' Fees. In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees (collectively, the "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section, Costs shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section shall survive any termination of this Agreement.

4.28 Jurisdiction and Venue. After arbitration is completed in accordance with Section 4.25 above, any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate California state court in San Diego County, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and Company each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction.

4.29 Interpretation. City and Company acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

4.30 No Waiver. Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

4.31 Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

4.32 No Third Party Beneficiaries. The performance of the respective obligations of City and Company under this Agreement are not intended to benefit any party other than City or Company, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

4.33 Warranty Against Payment of Consideration for Agreement. Company warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Company.

4.34 Severability. City and Company declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms; provided, if at any time the City fails to have the legal right to retain and control the disposition of all or substantially of its portion of the Local Sales Tax Revenues, or the obligation of City to pay the City Payment is held to be void or unenforceable, either Party will have the right, on written notice, to terminate this Agreement without any further liability to the other Party.

4.35 Further Acts and Releases. City and Company each agrees to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

4.36 Reserved.

4.37 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

4.38 Interruption of Operations Caused by Enforced Delays. Company will not be considered to have ceased operations at the Company Facility to the extent that those operations are delayed or rendered impracticable by Enforced Delays provided that the operations resume as soon as reasonably practical after the Enforced Delays have ended and any repairs or other work necessitated by the Enforced Delays have been performed (these repairs and other work will be performed with diligence).

[Signatures on following page]

**SIGNATURE PAGE
TO
LOCATION AGREEMENT**

**CITY OF SANTEE,
a California municipal corporation**

Dated: _____

By: _____
Keith Till
City Manager

ATTEST:

Dated: _____

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

Dated: _____

By: _____
Shawn Hagerty
City Attorney
BEST BEST & KRIEGER LLP

**COMPANY:
HD SUPPLY FACILITIES MAINTENANCE, LTD.,
a Florida Limited Partnership**

Dated: _____

By: _____
Anesa Chaibi
President and CEO

CERTIFICATION OF LIMITED PARTNERSHIP AUTHORITY

The undersigned general partners of HD Supply Facilities Maintenance, Ltd., a Florida limited partnership ("Partnership"), do hereby certify that we are all of the general partners of the Partnership, there are no other general partners and no consent or approval of any other person is required for the undersigned to make the certifications set forth in this Certificate.

We further certify that the following named person(s):

are, without any additional or further consent of any person, authorized and empowered for and on behalf of and in the name of the Partnership to: (1) sign and deliver that certain Location Agreement between the City of Santee and HD Supply Facilities Maintenance, Ltd ("Agreement"), regarding the Partnership's location of certain business activities within the City of Santee, California and the City's payment of certain monies to the Partnership and performance of other obligations set forth in the Agreement; (2) sign, enter into, make and/or deliver all other documents to be signed, entered into, made and/or delivered by or on behalf of the Partnership in connection with the transactions contemplated in the Agreement; and (3) take all actions that may be considered necessary by or on behalf of the Partnership to conclude the transactions and complete the activities contemplated in the Agreement.

The authority conferred and certified to in this Certificate shall be considered retroactive and any and all acts authorized in this Certificate that were performed before the making of this Certificate are approved and ratified. The authority conferred and certified to in this Certificate shall continue in full force and effect until the City Manager of the City of Santee shall have received notice in writing from all of the general partners of the Partnership of the revocation of this Certificate.

We further certify that: (1) the activities covered by the authorities certified to in this Certificate and the foregoing certifications constitute duly authorized activities of the Partnership; (2) these authorities and certifications are now in full force and effect; (3) there is no provision in any document under which the Partnership is organized and/or that governs the Partnership's continued existence limiting the power of the undersigned to grant such authority or make the certifications set forth in this Certificate; and (4) all such power, authority and certifications are in conformity with the provisions of all such documents.

Partnership General Partners:

By: