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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**

**April 27, 2016
7:00 PM**

ROLL CALL: Mayor Randy Voepel
Vice Mayor Jack E. Dale
Council Members Ronn Hall, Rob McNelis and John W. Minto

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

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 March 23, 2016 Regular Meeting**
 - **Santee Public Financing Authority March 23, 2016 Regular Meeting**
 - **CDC Successor Agency March 23, 2016 Regular Meeting**
- (C) Approval of Payment of Demands as presented.**
- (D) Approval of the expenditure of \$60,490.44 for March 2016 Legal Services and related costs.**
- (E) Adoption of a Resolution adopting the Transnet Local Street Improvement Program for Fiscal Years 2016/17 through 2020/21 and amending the adopted Capital Improvement Project (CIP) budget.**

- (F) **Direction to staff to conduct the biennial review of the Conflict of Interest Code and report back to Council prior to October 1, 2016.**

2. PUBLIC HEARING:

- (A) **Public Hearing to adopt a Resolution approving the Program Year 2016 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 2016 Annual Action Plan and authorizing the City Manager to submit the grant application to HUD.

3. ORDINANCES: 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.

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) **Regional Task Force on the Homeless annual population count and approval of fair share funding request.**

Recommendation:

Provide direction to fund the fair share fee of \$2,500 from Fiscal Year 2016-17 Community Development Block Grant funds.

- (B) Resolution authorizing an amendment to a professional services agreement with Dokken Engineering for “as needed” engineering services and accelerating the design funding for the Mast Park Improvements Project (CIP 2008-53) from FY 16-17 to FY 15-16.**

Recommendation:

Adopt a Resolution:

1. Authorizing the City Manager to execute an amendment to the professional services agreement with Dokken Engineering for “as needed” engineering services for the length of the Mast Park Improvements Project (CIP 2008-53) for an amount not to exceed \$898,360; and
2. Approve the acceleration of the \$600,000 allocated for design work for CIP 2008-53 from FY 16-17 to FY 15-16; and
3. Authorize the Director of Development Services to negotiate and issue task orders to complete the Mast Park Improvements Project.

- (C) Two Resolutions authorizing the transfer of surplus funds from the City Hall Foundation Repairs Project (CIP 2013-44) to Council Chambers Furniture Replacement Project (CIP 2016-55) and to Cuyamaca Street Pump Stations Project (CIP 2015-65) to purchase office furniture, declaring old furniture as surplus, and for the electrical wiring associated with the Cuyamaca Street irrigation pump stations and approving an increase in change orders to Global Power Incorporated for electrical work.**

Recommendation:

Adopt two Resolutions:

1. Authorizing transfer of funds in the amount of \$44,384.98 from City Hall Foundation Repairs (CIP 2013-44) to Council Chambers Furniture Replacement (CIP 2016-55); and
2. Authorizing the purchase of new office furniture from Office Depot Incorporated for an amount not to exceed \$44,384.98, declaring the old furniture as surplus and direct the sale or donation of the surplus furniture pursuant to SMC 3.32.040; and
3. Authorizing transfer of funds in the amount of \$20,000.00 from City Hall Foundation Repairs (CIP 2013-44) to the Cuyamaca Street Pump Stations (CIP 2015-65); and
4. Approving an increase of \$20,000 in change orders to the contract with Global Power Incorporated for the electrical wiring and installation of the Cuyamaca Street pumps, and authorizing the Director of Development Services to execute the change orders; and
5. Authorizing the City Manager to execute all necessary documents.

- (D) Resolution to vacate and release a “Lien Contract and Agreement Not to Convey” and authorize the City Manager to execute a “Covenant” Not to Convey Condominium Units” for the Sunridge Apartments located at 8729 Graves Avenue**

Recommendation:

Adopt the Resolution authorizing the City Manager to vacate and release the “Lien Contract and Agreement Not to Convey” and execute a “Covenant Not to Convey Condominium Units.”

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 1(B))

10. SANTEE PUBLIC FINANCING AUTHORITY:

(Note: Minutes appear as Item 1(B))

11. CITY ATTORNEY REPORTS:

12. CLOSED SESSION:

(A) CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6)

Agency Designated Representative: City Manager

Employee Organization: Santee Firefighters' Association

13. ADJOURNMENT:



May	05	SPARC	Civic Center Building 7
May	09	Community Oriented Policing Committee	Council Chamber
May	11	City Council Meeting	Council Chamber
May	25	City Council Meeting	Council Chamber
Jun	02	SPARC	Civic Center Building 7
Jun	08	City Council Meeting	Council Chamber
Jun	13	Community Oriented Policing Committee	Council Chamber
Jun	16	Manufactured Home Fair Practices Commission	Council Chamber
Jun	22	City Council Meeting	Council Chamber

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

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

The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 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 } ss. City of Santee }	<h3>AFFIDAVIT OF POSTING AGENDA</h3>
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 the Brown Act and Santee Resolution 61-2003 on <u>April 22, 2016</u> , at <u>4:00 p.m.</u>	
_____ Signature	_____ Date

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF MEETING MINUTES: SANTEE CITY COUNCIL, CDC
SUCCESSOR AGENCY AND THE SANTEE PUBLIC FINANCING
AUTHORITY REGULAR MEETING OF MARCH 23, 2016.

DIRECTOR/DEPARTMENT Patsy Bell, City Clerk PB

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)

March 23, 2016 Minutes

Minutes

Draft

**Santee City Council
Community Development Commission
Santee Public Financing Authority**

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

March 23, 2016

This Regular Meeting of the Santee City Council, the CDC Successor Agency, and the Santee Public Financing Authority was called to order by Vice Mayor/Vice Chair Jack E. Dale at 7:00 p.m.

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

Officers present were: Interim City Manager/Authority Secretary Paul Malone, City/Authority Attorney Shawn Hagerty and City Clerk Patsy Bell.

(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.)

The **INVOCATION** was given by Pastor Todd Tolson from the Riverview Community Church, and the **PLEDGE OF ALLEGIANCE** was led by Bridgette Roberts, a seventh grader from Hill Creek School.

Added Item:

PROCLAMATION: Interim City Manager Paul Malone

With Council consensus, Vice Mayor Dale presented a Proclamation to Interim City Manager Paul Malone and thanked him for his six months of service to the City.

PRESENTATION: Academic League Recognition – Santana High School Champions

Vice Mayor Dale introduced Santana High School District Academic League Coordinator Steve Haiman. Mr. Haiman introduced Santana Varsity Coach Brooke Crocker, Junior Varsity Team Coach Becky Short and the Santana Sultans Varsity Academic League team members. Vice Mayor Dale presented each of the team members with individual Certificates of Achievement.

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

Vice Mayor Dale reported that staff has requested Item 6(A) be continued to a future meeting when the full Council is present.

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.
- (B) Approval of Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the January 27, 2016, February 10, 2016 and February 24, 2016 Regular Meetings and the Santee City Council January 28, 2016 Special Meeting.
- (C) Approval of Payment of Demands as presented.
- (D) Approval of the expenditure of \$62,024.12 for February 2016 Legal Services and related costs.
- (E) Second Reading and adoption of an Ordinance amending Chapter 10.36 of the Santee Municipal Code relating to speed limits. (Ord 539)
- (F) Approval of a merit pay increase for the City Clerk.
- (G) Adoption of a Resolution awarding the construction contract for the Citywide Crack Sealing Program 2016 Project (CIP 2016-01) to American Asphalt South, Inc. for a total amount of \$33,011.00 and authorizing the City Manager to execute the contract and the Director of Development Services to approve change orders in an amount not to exceed \$3,300.00. (Reso 033-2016)

ENTERED INTO THE RECORD:

An amended Resolution for Item 1(G) adding language to waive the requirement to acknowledge the two addenda was provided by staff.

ACTION: On motion of Council Member Minto, seconded by Council Member Hall, the Agenda and Consent Calendar were approved as amended, including the amended Resolution for Item 1(G), with all voting aye, except Mayor Voepel and Council Member McNelis who were absent.

2. PUBLIC HEARING: None

3. ORDINANCES:
See Item 1(E)

Draft

4. **CITY COUNCIL ITEMS AND REPORTS:** None

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:**

- (A) **Approval of a Community Facilities District reimbursement agreement and a Community Facilities District advance deposit agreement with Pardee Homes, Incorporated and authorization of the execution of professional services agreements in consideration of the formation of a Mello-Roos Community Facilities District. (Castlerock)**

Item 6(A) was not discussed as it was previously continued to a future Council meeting during "Items to added, deleted or re-ordered on the agenda."

PUBLIC SPEAKERS:

Submitting speaker slips in opposition but not speaking due to the continuation of the item were Stephen Houlahan, Bradley Herring and Kathleen Herring.

- (B) **Resolution amending the Capital Improvement Program to include the Mission Gorge Road Median Installation Project between Riverview Parkway and First Street, authorizing the City Manager to execute a supplement agreement with the State Of California to receive Highway Safety Improvement Program (HSIP) grant funding, appropriating funds for the project and finding the project exempt under the California Environmental Quality Act. (Reso 034-2016)**

Director of Development Services Melanie Kush introduced the item, and Principal Civil Engineer Carl Schmitz presented a brief staff report utilizing a PowerPoint presentation, and answered Council's questions regarding landscaping.

ACTION: On motion of Council Member Minto, seconded by Council Member Hall, the Resolution amending the Capital Improvement Program to include the Mission Gorge Road Median Installation project; authorizing the City Manager to execute a Program Supplement Agreement with Caltrans for the HSIP grant funds in the amount of \$97,000 for the design of the Mission Gorge Road Median Installation project (CIP 2015-13); appropriating funds in the amount of \$828,745, comprised of \$780,000 in HSIP grant funds plus \$48,745 in developer contributions; and finding CIP 2015-13 exempt under the California Environmental Quality Act was adopted with all voting aye, except Mayor Voepel and Council Member McNelis who were absent.

Draft

- (C) **Authorize appropriation and expenditure of 2015 State Homeland Security grant funds in accordance with all program requirements and approve purchase of APX 7000 portable radios from Motorola Incorporated as a “sole source” vendor per utilization of County of San Diego Cooperative Regional Communications Systems (RCS) contract.**

Acting Fire Chief Richard Smith presented the staff report and answered Council’s questions.

ACTION: On motion of Council Member Minto, seconded by Council Member Hall, the appropriation and expenditure of 2015 State Homeland Security Grant to purchase new radio equipment was authorized, and it was determined and approved that due to special circumstances it would be in the City’s best interest to purchase APX 7000 digital portable radios from Motorola Incorporated as a sole source vendor for an amount not to exceed \$40,799.25 with all voting aye, except Mayor Voepel and Council Member McNelis who were absent.

7. COMMUNICATION FROM THE PUBLIC:

- (A) Michael A. Schwartz, San Diego County Gun Owners
- (B) John Cidro, San Diego County Gun Owners PAC, informed the Council that he is the new liaison for Santee and is available to answer any questions for Council.
- (C) James Vergara, Spruce Finance, requested Council to direct staff to consider adding their company to Santee’s PACE Program.

8. CITY MANAGER REPORTS: None

9. COMMUNITY DEVELOPMENT COMMISSION:
(Note: Minutes appear as Item 1B)

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

Draft

11. CITY ATTORNEY REPORTS: None

Council Members recessed at 7:32 p.m. and convened in Closed Session at 7:40 p.m. with all Members present, except Mayor Voepel and Council Member McNelis who were absent.

12. CLOSED SESSION:

(A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Gov. Code section 54956.8)

Property: Parcel 3 of Parcel Map 20177

Real Property Negotiator: Interim City Manager

Negotiating Parties: County of San Diego

Under Negotiation: Price and Terms of Payment

Members reconvened in Open Session at 8:12 p.m. with all Members present, except Mayor Voepel and Council Member McNelis who were absent. Vice Mayor Dale reported that direction was given to the negotiator.

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:13 p.m.

Date Approved: _____

Patsy Bell, City Clerk and for
Authority Secretary Marlene Best

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE April 27, 2016 AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

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 Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/04/16	Accounts Payable	\$ 100,242.59
04/06/16	Accounts Payable	87,804.62
04/08/16	Accounts Payable	5,226.05
04/14/16	Payroll	309,459.04
04/14/16	Accounts Payable	2,348,814.91
04/14/16	Accounts Payable	310,629.25
04/15/16	Accounts Payable	<u>18,090.50</u>
	TOTAL	<u>\$ 3,180,266.96</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.


for Tim K. McDermott, Director of Finance

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
14033	4/4/2016	10955 DEPARTMENT OF THE TREASURY	PPE 03/23/16		FEDERAL WITHHOLDING TAX	77,354.09
					Total :	77,354.09
14112	4/4/2016	10956 FRANCHISE TAX BOARD	PPE 03/23/16		CA STATE TAX WITHHELD	22,888.50
					Total :	22,888.50
					Bank total :	100,242.59
					Total vouchers :	100,242.59

2 Vouchers for bank code : ubgen

2 Vouchers in this report

Prepared by: Mike Su
Date: 4-15-16

Approved by: [Signature]
Date: 4-15-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111649	4/6/2016	10010 ALLIANT INSURANCE SERVICES INC	1/1/16 - 3/31/16		1ST QTR EVENT INS	600.00 Total : 600.00
111650	4/6/2016	10014 ASAP ENGRAVERS	37521	51057	NAME BADGES	92.92 Total : 92.92
111651	4/6/2016	10412 AT&T	000007848444 000007848836		TELEPHONE IRRIGATION CONTROLLER	1,322.34 19.81 Total : 1,342.15
111652	4/6/2016	10189 ATTENTION GETTERS DESIGN INC	39481	51058	ID DECALS	97.65 Total : 97.65
111653	4/6/2016	10018 BENCHMARK LANDSCAPE SVCS INC	125294 125295	51250 51257	IRRIGATION REPAIRS IRRIGATION REPAIRS	1,792.00 2,772.00 Total : 4,564.00
111654	4/6/2016	12136 BOB MURRAY & ASSOCIATES	6633	51267	PROFESSIONAL SERVICES	1,000.00 Total : 1,000.00
111655	4/6/2016	10024 BUSINESS PRINTING COMPANY INC	125250		ALARM PERMIT DECALS	535.07 Total : 535.07
111656	4/6/2016	10032 CINTAS CORPORATION #694	69411325-S 694191325-D	51226 51227	UNIFORM/PARTS CLEANER RNTL CLEANING FLUID DSPNSR SRVC	46.92 13.05 Total : 59.97
111657	4/6/2016	10268 COOPER, JACKIE	April 1, 2016		RETIREE HEALTH PAYMENT	91.00 Total : 91.00
111658	4/6/2016	12153 CORODATA RECORDS	RS4221620		DOCUMENT RETRIEVAL	259.67 Total : 259.67
111659	4/6/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	H16060708 P16062068 P16062118	51194 51231 51231	HVAC REPAIRS PLUMBING REPAIRS PLUMBING REPAIRS	4,429.00 1,090.00 604.72

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111659	4/6/2016	10040	10040 COUNTYWIDE MECHANICAL SYSTEM (Continued)			
			03/21/16-03/25/16		SHARE OF FEES	Total : 6,123.72
111660	4/6/2016	10057	ESGIL CORPORATION			
			5-363-11249		SHIPPING CHARGES	Total : 43,634.66
111661	4/6/2016	10251	FEDERAL EXPRESS			
						Total : 91.71
111662	4/6/2016	12292	FRANCO AND CATERINA RACE, TRUSTEE 384-410-33/52		PROSPECT AVE	Total : 2,016.00
111663	4/6/2016	10600	HINDERLITER, DE LLAMAS & ASSOC	51211	SVC-SALES TAX 1ST QTR 2016	1,350.00
					AUDIT-SALES TAX QTR 3 2015	428.82
						Total : 1,778.82
111664	4/6/2016	10271	HORAN, BERNICE		RETIREE HEALTH PAYMENT	91.00
			April 1, 2016			Total : 91.00
111665	4/6/2016	10246	HUDSON SAFETY T LITE RENTALS	51088	SIGNS	160.04
						Total : 160.04
111666	4/6/2016	10198	HYDRO SCAPE PRODUCTS	51172	IRRIGATION SUPPLIES	39.88
				51172	IRRIGATION SUPPLIES	149.69
						Total : 189.57
111667	4/6/2016	12272	KABOOM! INC	51343	PLAYGROUND EQUIPMENT	8,500.00
						Total : 8,500.00
111668	4/6/2016	10151	KONICA MINOLTA BUSINESS	51092	COPIER MAINT & USAGE	147.35
						Total : 147.35
111669	4/6/2016	11680	KOOPMAN, ASHLEY		INSTRUCTOR PAYMENT	153.00
			MARCH15			Total : 153.00
111670	4/6/2016	10558	MAERTZ, BILL		CELL PHONE REIMBURSEMENT	70.73
			1/6/16		CELL PHONE REIMBURSEMENT	69.57
			11/6/15		CELL PHONE REIMBURSEMENT	69.57
			12/6/15		CELL PHONE REIMBURSEMENT	69.57
			2/6/16		CELL PHONE REIMBURSEMENT	69.74

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111670	4/6/2016	10558 MAERTZ, BILL	(Continued) 3/6/16		CELL PHONE REIMBURSEMENT	69.74
					Total :	349.35
111671	4/6/2016	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-21 SANTEE03-03	51024	FANITARCH CONSULTING SVCS CONSULTING SVCS	3,675.00 3,325.00
					Total :	7,000.00
111672	4/6/2016	10079 MEDICO PROFESSIONAL	1775047 1775048	51277 51277	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	23.48 16.14
					Total :	39.62
111673	4/6/2016	10095 RASA	4954	51253	MAP CHECK	210.00
					Total :	210.00
111674	4/6/2016	12237 RAYON, KYLE	April 1, 2016		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
111675	4/6/2016	11638 SAVMART PHARMACEUTICAL	596398	51104	PHARMACEUTICALS	53.70
					Total :	53.70
111676	4/6/2016	10217 STAPLES BUSINESS ADVANTAGE	3295805417 3296047376 3296403165 3296473635	51190 51171 51108 51215	CREDIT OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	-182.51 113.37 102.91 74.60
					Total :	108.37
111677	4/6/2016	10534 STATE CONTROLLER'S OFFICE	FAUD-00000372	51208	ANNUAL STREET REPT 14/15	2,083.39
					Total :	2,083.39
111678	4/6/2016	10121 SUPERIOR READY MIX LP	772798 773291	51191 51191	ASPHALT ASPHALT	103.68 69.12
					Total :	172.80
111679	4/6/2016	10158 THE SOCO GROUP INC	CL65412	51288	FLEET CARD FUELING	1,062.09
					Total :	1,062.09
111680	4/6/2016	10211 VISION INTERNET PROVIDERS	32246		WEB HOSTING	200.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111680	4/6/2016	10211 VISION INTERNET PROVIDERS	(Continued)			200.00
111681	4/6/2016	10136 WEST COAST ARBORISTS INC	113682	51183	TREE MAINTENANCE SERVICES	4,906.00
33 Vouchers for bank code : ubgen						Total :
33 Vouchers in this report						Bank total : 87,804.62
						Total vouchers : 87,804.62

Prepared by: [Signature]
Date: 4/16/16

Approved by: [Signature]
Date: 4-16-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
56850	4/8/2016	10482 TRISTAR RISK MANAGEMENT	98067		WORKERS' COMPENSATION	5,226.05

Total :

5,226.05

1 Vouchers for bank code : ubgen

Bank total :

5,226.05

1 Vouchers in this report

Total vouchers :

5,226.05

Prepared by: *M. [Signature]*
Date: 4-18-16

Approved by: *[Signature]*
Date: 4-18-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111692	4/14/2016	12309 CASTANEDA, ANTONIO	2003327.001		REFUND OF PROGRAM FEES	110.78
					Total :	110.78
111693	4/14/2016	10569 CHARLENE'S DANCE N CHEER	32016		INSTRUCTOR PAYMENT	1,386.45
					Total :	1,386.45
111694	4/14/2016	10032 CINTAS CORPORATION #694	694193785-D 694193785-S	51227 51226	CLEANING FLUID DSPNSR SRVC UNIFORM/PARTS CLEANER RNTL	18.18 58.30
					Total :	76.48
111695	4/14/2016	10038 COSTCO WHOLESALE #403	40314182303	51130	STATION SUPPLIES	1,153.02
					Total :	1,153.02
111696	4/14/2016	10234 COUNTY OF SAN DIEGO	2005839	51132	GENERATOR PERMIT	145.00
					Total :	145.00
111697	4/14/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	P16062429	51231	PLUMBING REPAIRS	187.00
					Total :	187.00
111698	4/14/2016	10333 COX COMMUNICATIONS	038997401 094486701		10601 N MAGNOLIA AVE CITY HALL GROUP BILL	103.68 3,003.21
					Total :	3,106.89
111699	4/14/2016	12287 CRUZ, DENISE	2003320.001		REFUND OF RESERVATION FEES	85.00
					Total :	85.00
111700	4/14/2016	12050 DALEY CORPORATION	8 8R	51196	CITYWIDE PAVEMENT REPAIR RETENTION	164,812.91 -8,240.65
					Total :	156,572.26
111701	4/14/2016	10433 DEPARTMENT OF CONSERVATION	JAN - MARCH 2016		SMIP JAN - MARCH 2016	1,755.22
					Total :	1,755.22
111702	4/14/2016	10363 DIAMONDBACK FIRE & RESCUE	12915	51340	EQUIPMENT REPAIR PARTS	591.84
					Total :	591.84
111703	4/14/2016	11017 DIVISION OF THE STATE	JAN-MAR 2016		SB 1186 JAN-MAR 2016	335.40

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111703	4/14/2016	11017 DIVISION OF THE STATE	(Continued)			335.40
111704	4/14/2016	10319 DLT SOLUTIONS LLC	4498360A		COMPUTER SOFTWARE	4,467.19
111705	4/14/2016	10374 EISENBACH, ANDREA	2003324.001		REFUND OF PROGRAM FEES	42.20
111706	4/14/2016	10053 EL CAJON PLUMBING & HEATING	288388	51074	PLUMBING MATERIALS	62.91
111707	4/14/2016	10057 ESGIL CORPORATION	01164516 02164571 02164578 03/28/16-04/01/16		FIRE INSPECTIONS - 01/2016 FIRE PLAN REVIEW-02/2016 FIRE INSPECTIONS - 02/2016 SHARE OF FEES	1,328.00 774.00 705.50 10,413.12
111708	4/14/2016	10580 FASTENAL COMPANY	CAELC61523	51076	VEHICLE REPAIR PARTS	8.43
111709	4/14/2016	10251 FEDERAL EXPRESS	5-370-18765		SHIPPING CHARGES	56.94
111710	4/14/2016	10009 FIRE ETC	86370	51079	SMALL TOOLS	328.32
111711	4/14/2016	10063 G.E. BROWN SERVICES INC	025134	51083	ICE MACHINE REPAIR	376.84
111712	4/14/2016	10066 GLOBALSTAR USA LLC	100000007200662		SATELLITE PHONE SERVICE	50.50
111713	4/14/2016	12306 GRAY, BRANDON	33016		EMPLOYEE REIMBURSEMENT	99.80
111714	4/14/2016	12009 HARDIN, DAVID	032716		EMPLOYEE REIMBURSEMENT	217.00
					Total :	4,467.19
					Total :	42.20
					Total :	62.91
					Total :	13,220.62
					Total :	8.43
					Total :	56.94
					Total :	328.32
					Total :	376.84
					Total :	50.50
					Total :	99.80
					Total :	217.00

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111715	4/14/2016	11196 HD SUPPLY FACILITIES	9144297244	51136	STATION SUPPLIES	219.32
					Total :	219.32
111716	4/14/2016	12289 JAMBOREE HOUSING	OVRPYMNT 2016-03-24		REFUND BLDG PERMIT#16-434	17.26
					Total :	17.26
111717	4/14/2016	12310 KELLER, SHANNON	2003326.001		REFUND OF PROGRAM FEES	94.95
					Total :	94.95
111718	4/14/2016	12200 LESLIE'S SWIMMING POOL	386-344379	51333	FOUNTAIN LIGHTS	2,078.88
					Total :	2,078.88
111719	4/14/2016	10204 LIFE ASSIST INC	745019	51342	PHARMACEUTICALS	123.90
					Total :	123.90
111720	4/14/2016	10174 LN CURTIS AND SONS	1390013-00 6051233-00 6051609-00	51344 51319 51138	FIREFIGHTING EQUIPMENT VEHICLE STABILIZATION KIT STRUCTURE BOOTS	137.74 8,938.42 413.78
					Total :	9,489.94
111721	4/14/2016	11400 MALLORY SAFETY AND SUPPLY	4055032		SAFETY EQUIPMENT	669.72
					Total :	669.72
111722	4/14/2016	10079 MEDICO PROFESSIONAL	1778632 1778633	51277 51277	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	23.48 16.14
					Total :	39.62
111723	4/14/2016	10410 MILLER, DAVID JOSEPH	04222016		DJ SERVICES	200.00
					Total :	200.00
111724	4/14/2016	10238 MILLER, STEVE	CE050646		FIELD EQUIPMENT	223.83
					Total :	223.83
111725	4/14/2016	10507 MITEL LEASING	1365677 1366119 1366304 1366330		MONTHLY RENTAL 124690 MONTHLY RENTAL 122670 MONTHLY RENTAL 130737 MONTHLY RENTAL 131413	117.52 878.90 74.85 81.40

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111725	4/14/2016	10507 MITEL LEASING				1,152.67
			(Continued)			
111726	4/14/2016	10306 MOTOROLA SOLUTIONS INC	13103255	51328	MOBILE RADIO - NEW ENGINE	6,327.89
					Total :	6,327.89
111727	4/14/2016	12225 MR STEEL	0005587-IN	51331	SECURITY LIDS	626.40
					Total :	626.40
111728	4/14/2016	10083 MUNICIPAL EMERGENCY SERVICES	IN1010845		NEW FF MASK FIT TESTING	50.00
					Total :	50.00
111729	4/14/2016	10241 JAN SHERAR	04/07/16		PETTY CASH REIMB - DDS	310.83
					Total :	310.83
111730	4/14/2016	10770 PREHOSPITAL EMS GROSSMONT	03312016		ANNUAL FIELD CARE AUDITS	11,072.16
					Total :	11,072.16
111731	4/14/2016	10157 PRIMO DJ'S	031816		DJ SERVICES	463.50
					Total :	463.50
111732	4/14/2016	12062 PURETEC INDUSTRIAL WATER	1471461	51225	DEIONIZED WATER	45.00
					Total :	45.00
111733	4/14/2016	11715 PURPLE TENNIS NATION	20161		INSTRUCTOR PAYMENT	1,059.20
					Total :	1,059.20
111734	4/14/2016	10095 RASA	4955	51253	MAP CHECK	230.00
					Total :	230.00
111735	4/14/2016	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF FEB 2016		LAW ENFORCEMENT FEB 2016	1,049,941.54
					Total :	1,049,941.54
111736	4/14/2016	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF JAN 2016		LAW ENFORCEMENT JAN 2016	1,050,135.67
					Total :	1,050,135.67
111737	4/14/2016	12282 SCOTT'S PPE RECON INC	31902		NFPA TRAINING REGISTRATION	300.00
					Total :	300.00
111738	4/14/2016	10110 SECTRAN SECURITY INC	16040321	51177	TRANSPORT SERVICES	108.68

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : ubgen						
111738	4/14/2016	10110 SECTRAN SECURITY INC				
					(Continued)	
111739	4/14/2016	12227 SOUTHWEST TRAILER SALES	0016987	51322	2016 UTILITY TILT TRAILER	5,854.04
					Total :	5,854.04
111740	4/14/2016	12312 SPARKS, BOBBI	2003328.001		PARK RESERVATION REFUND	85.00
					Total :	85.00
111741	4/14/2016	10217 STAPLES BUSINESS ADVANTAGE	3296777729 3296883155 3296883156	51171 51106 51106	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	83.15 71.57 4.86
					Total :	159.58
111742	4/14/2016	11625 STAUMP PRODUCTIONS	10002		INSTRUCTOR PAYMENT	1,752.00
					Total :	1,752.00
111743	4/14/2016	10119 STEVEN SMITH LANDSCAPE INC	32314	51145	LANDSCAPE SERVICES	1,300.00
					Total :	1,300.00
111744	4/14/2016	10158 THE SOCO GROUP INC	0264599-N 0266506-IN CL66426	51170 51149 51288	HIGH OCTANE FUEL DELIVERED FUEL FLEET CARD FUELING	205.64 698.03 975.95
					Total :	1,879.62
111745	4/14/2016	10165 TRAD AM ENTERPRISES INC	0316SRP		INSTRUCTOR PAYMENT	1,104.00
					Total :	1,104.00
111746	4/14/2016	10550 UNIFORMS PLUS INC	41550 41551 41552	51110 51110 51110	UNIFORM ALTERATIONS CLASS B UNIFORMS CLASS B UNIFORMS	46.00 394.15 450.22
					Total :	890.37
111747	4/14/2016	10475 VERIZON WIRELESS	9762447596		WIFI SERVICE	638.30
					Total :	638.30
111748	4/14/2016	11447 WHITE TIGER MARTIAL ARTS	006		INSTRUCTOR PAYMENT	409.50
					Total :	409.50

Voucher List
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111749	4/14/2016	10138 WITTBRODT, CINDY A	301		INSTRUCTOR PAYMENT	198.00
					Total :	198.00
111750	4/14/2016	10232 XEROX CORPORATION	083788209	51117	COPY CHARGES	159.12
					Total :	159.12
111751	4/14/2016	10318 ZOLL MEDICAL CORPORATION	2347878	51156	EMS SUPPLIES	222.75
			2348781	51156	EMS SUPPLIES	972.27
			2349124	51156	EMS SUPPLIES	76.95
					Total :	1,271.97
111752	4/14/2016	10522 ZUMAR INDUSTRIES INC	0163875	51187	SIGNS	1,946.65
					Total :	1,946.65
111753	4/14/2016	12229 ZUZA	39120	51329	STORMWATER OUTREACH	3,415.72
					Total :	3,415.72

72 Vouchers for bank code : ubgen
 72 Vouchers in this report

Bank total : 2,348,814.91
 Total vouchers : 2,348,814.91

Prepared by: Michael J...
 Date: 4/14/16
 Approved by: [Signature]
 Date: 4-14-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111754	4/14/2016	10208 ANTHEM BLUE CROSS	April 2016		EMPLOYEE ASSISTANCE PROGRAI	268.62
					Total :	268.62
111755	4/14/2016	10350 ASSURANT EMPLOYEE BENEFITS	April 2016		DENTAL INSURANCE	7,914.47
					Total :	7,914.47
111756	4/14/2016	10334 CHLIC	1960054		HEALTH INSURANCE	169,393.93
					Total :	169,393.93
111757	4/14/2016	10780 COUNTY OF SAN DIEGO SHERIFF	PPE 04/06/16 PPE 04/06/16 W/O		DISBURSEMENT FEE WITHHOLDING ORDER	12.00 803.94
					Total :	815.94
111758	4/14/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 04/06/16		FLEXIBLE SPENDING ACCOUNT	2,048.73
					Total :	2,048.73
111759	4/14/2016	10353 PERS	04 16 3		RETIREMENT PAYMENT	90,827.00
					Total :	90,827.00
111760	4/14/2016	10785 RELIANCE STANDARD LIFE	April 2016		VOLUNTARY LIFE INSURANCE	1,165.62
					Total :	1,165.62
111761	4/14/2016	10424 SANTEE FIREFIGHTERS	PPE 04/06/16		DENTAL/DUES/PEC/BENEVOLENT/I	5,130.99
					Total :	5,130.99
111762	4/14/2016	10776 STATE OF CALIFORNIA	PPE 04/06/16		WITHHOLDING ORDER	267.69
					Total :	267.69
111763	4/14/2016	10001 US BANK	PPE 04/06/16		PARS RETIREMENT	569.24
					Total :	569.24
111764	4/14/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 04/06/16		ICMA - 457	28,845.31
					Total :	28,845.31
111765	4/14/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 04/06/16		RETIREE HEALTH SAVINGS ACCOL	3,381.71
					Total :	3,381.71

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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12 Vouchers for bank code : ubgen

12 Vouchers in this report

Bank total : 310,629.25

Total vouchers : 310,629.25

Prepared by: Mike S...
 Date: 4-14-16

Approved by: [Signature]
 Date: 4-14-16

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111766	4/15/2016	10001 US BANK	000002		REFERENCE HANDBOOKS	22.65
			00164		V098 HOSE	17.67
			002-4681081-6665019		SAFETY EQUIPMENT	39.90
			006		KUBOTA LOADER BUCKET	702.00
			0079		CONFERENCE MEALS	49.25
			0087		TEEN CENTER DANCE	16.19
			0145468S		GAAFR REVIEW NEWSLETTER	50.00
			01515		SHOP SUPPLIES	51.20
			02161099		FIREFIGHTER OF YEAR AWARD	75.90
			02452		PARK PAINT	12.57
			024986		MEETING SUPPLIES	15.96
			0257321		SUPPLIES FOR V173	914.11
			03062016		COUNCIL MTG SUPPLIES	20.76
			0301		TEEN CENTER DANCE	35.62
			03161064		NAME PLATE	23.82
			03161065		PEN ENGRAVING	39.90
			031616		TEEN CENTER SUPPLIES	27.10
			03162016		MV2 CEREMONY	56.67
			03172016		MV2 CEREMONY	31.98
			031816		TEEN CENTER DANCE	104.78
			03224		FOUNTAIN REPAIR MATERIALS	125.26
			037460		SUPPLIES	69.10
			049947		SUPPLIES	10.40
			05070		CITY HALL MATERIALS	67.12
			06735827605		GENERAL SUPPLIES	34.15
			07003		YARD STOCK	43.10
			071367		SUPPLIES	36.70
			090122		SENIOR OUTING	8.00
			09952		DRILL BIT	18.87
			100		BASIC AIR OPERATIONS CLASS	200.00
			100051541		UNIFORM PANTS	375.84
			10044		CONFERENCE DINNER	46.88
			10650280		PARK BUILDING SUPPLIES	69.12
			108419434		TEEN CENTER REC SUPPLIES	64.00
			1151		SENIOR OUTING	300.00
			116-8685645-0444232		OFFICE SUPPLIES	404.80

Bank code : ubgen

Voucher Date Vendor

111766 4/15/2016 10001 US BANK

Invoice	PO #	Description/Account	Amount
(Continued)			
1286350		FIDO FEST	34.48
14696		V098 SUPPLIES	29.03
15291		FOUNTAIN SUPPLIES	45.08
15552		V098 SUPPLIES	31.90
1603031		SUPPLIES	64.78
1603081		SUPPLIES	25.86
1856544895		CPRS EXPO - TOLL ROAD FEE	14.96
18970401784764		FIRE PREV POSTER CONTEST	27.85
190392		DINNER AT CPRS CONFERENCE	32.24
193		FANITA RANCH EIR	8.99
19798784		LANYARD - FALL PROTECTION	83.09
2/23/16-CARL		STORM WATER TRAINING	295.00
2/23/16-CARL 1		STORM WATER TRAINING	695.00
2/23/16-CLAIRE		STORM WATER TRAINING	695.00
2/24/16-CLAIRE		STORM WATER TRAINING	295.00
20-25462632		CAL/OSHA COMPLIANCE CLASS	143.00
2039		WILLOWGROVE FIRE MEAL	55.40
20658		GRAFFITI SUPPLIES	74.61
2077620		FANITA RANCH EIR	30.98
209867		KUBOTA TIRE	182.01
21374		FOUNTAIN TOOLS	41.16
2158		SANTEE BLUEGRASS FESTIVAL	150.00
21879		REPAIR SUPPLIES CITY HALL	49.50
24-01931-16		ROCK SCREEN	950.00
251		CONFERENCE LODGING	141.47
28035		V172 SUPPLIES	47.24
294555		SPRING EGGSTRAVAGANZA	148.46
305465		AUTO PARTS	161.42
350		FANITA RANCH EIR	43.86
355		FANITA RANCH EIR	29.97
381352		DEODORANT SPRAY	242.30
38313		BUILDING SUPPLIES	94.09
489077028		REGISTRATION CREDIT	-10.00
49088		RAGS AND BAGS	87.22
5398		AWARD APPLICATION FEE	35.00
55212		V172 SUPPLIES	60.33

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111766	4/15/2016	10001 US BANK	(Continued)			
			57465		RUBBER SHELVING MATS	732.28
			57653		FUEL PUMP HOSE	92.56
			60770		PARK REPAIR SUPPLIES	302.19
			62510		WEDGE ANCHOR	11.75
			6469880		SENIOR OUTING	648.00
			6669171Y		REFERENCE HANDBOOKS	467.10
			7144		CPRS AWARDS BANQUET	126.00
			7152385964		TRASH BAGS	730.08
			72443		YARD SUPPLIES	12.92
			728254-01		TRAILER BALL	8.64
			728356-01		NEW VEHICLE SUPPLIES - V172	431.73
			72955		PARK TOOLS AND PAINT	93.43
			7428		AWARD APPLICATION FEE	35.00
			7756573		UNIFORM PANTS	655.36
			79158		GRINDER DISC	86.34
			8014605020		PESTICIDE CLASS	80.00
			8025064307		PAPA SEMINAR	100.00
			8025064975		PAPA SEMINAR	100.00
			825079998-001		BUSINESS CARDS	57.91
			84156		PAINT AND SUPPLIES	54.98
			878942		BATTERIES	350.00
			90261523		CA TRAILS CONFERENCE	245.00
			90920		YARD SUPPLIES	68.98
			9102016		SANTEE BLUEGRASS FESTIVAL	350.00
			939794		UNIFORM PANTS	782.73
			CRWA2016		RURAL WATER CONFERENCE	500.00
			ELCORD034582		HEAVY EQUIPMENT PARTS	384.38
			F-0144		MEETING SUPPLIES	11.78
			F-0164		MEETING SUPPLIES	10.49
			F90639/1		SIGN TRUCK SUPPLIES	45.40
			FWJY		AUDIO MEMBERSHIP	14.95
			GWJH629		PRINTER SUPPLIES	602.46
			M233384		PREPAID CAR WASH TICKETS	100.00
			N8567382		FOUNTAIN SUPPLIES	57.67
			PE13-1039		TEEN CENTER REC SUPPLIES	45.00
			RD3QS		HOTEL RESERVATION	66.67

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111766	4/15/2016	10001 US BANK	(Continued) STE/005566		CABLE TIES / BLACK	311.07

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Total : 18,090.50

Bank total : 18,090.50

Total vouchers : 18,090.50

Prepared by: *M. Adams*
Date: 4-15-16
Approved by: *Donna Shabazz*
Date: 4-15-16

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$60,490.44 FOR MARCH 2016 LEGAL SERVICES AND RELATED COSTS

DIRECTOR/DEPARTMENT Donna Goldsmith, Finance 

SUMMARY

Legal service billings proposed for payment for the month of March 2016 total \$60,490.44 as follows:

- 1) General Retainer Services - \$13,169.99
- 2) Labor & Employment - \$459.80
- 3) Litigation & Claims (General Fund) - \$2,838.49
- 4) Special Projects - \$4,440.61
- 5) Litigation & Claims (Other Funds) - \$4,088.73
- 6) CDC Successor Agency Bond Proceeds (Prospect Ave. Enhancements) - \$15,634.36
- 7) Applicant Initiated Projects - \$19,774.86

FINANCIAL STATEMENT

Account Description: Legal Services

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 418,000.00	
Revised Budget	\$ 418,000.00	
Prior Expenditures	(247,597.12)	
Current Request	(20,908.89)	\$ 149,493.99
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 60,000.00	
Revised Budget	\$ 84,643.72	
Prior Expenditures	(40,664.38)	
Current Request	(19,806.69)	\$ 24,172.65

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *WDB*

Approve the expenditure of \$60,490.44 for March 2016 legal services and related costs.

ATTACHMENT (Listed Below)

Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY
FY 2015-16

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Mo/Yr	Current Request Amount
General Fund:						
General / Retainer	\$ 162,000.00	\$ 162,000.00	\$ 105,597.91	\$ 56,402.09	Mar-16	\$ 13,169.99
Labor & Employment	50,000.00	50,000.00	37,944.97	12,055.03	Mar-16	459.80
Litigation & Claims	70,000.00	70,000.00	21,990.98	48,009.02	Mar-16	2,838.49
Special Projects	136,000.00	136,000.00	82,063.26	53,936.74	Mar-16	4,440.61
Total	\$ 418,000.00	\$ 418,000.00	\$ 247,597.12	\$ 170,402.88		\$ 20,908.89
Other City Funds:						
Litigation & Claims	\$ 50,000.00	\$ 50,000.00	\$ 13,685.51	\$ 36,314.49	Mar-16	\$ 4,088.73
MHFP Commission	10,000.00	10,000.00	2,335.15	7,664.85	Mar-16	83.60
Total	\$ 60,000.00	\$ 60,000.00	\$ 16,020.66	\$ 43,979.34		\$ 4,172.33
CDC Successor Agency Bond Proceeds:						
Prospect Avenue Project	\$ -	\$ 24,643.72	\$ 24,643.72	\$ -	Mar-16	\$ 15,634.36

LEGAL SERVICES BILLING SUMMARY
FY 2015-16

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Mo/Yr	Current Request Amount
Applicant-initiated (paid from developer/applicant deposits)						
Cheyenne Development	n/a	n/a	\$ 10,190.90	n/a	Mar-16	\$ 118.80
Riverview (Ryan)	n/a	n/a	3,148.20	n/a		-
Sky Ranch	n/a	n/a	2,895.82	n/a		-
Lantern Crest	n/a	n/a	1,201.00	n/a		
Castlerock	n/a	n/a	11,582.62	n/a	Mar-16	3,171.60
EI Nopal Estates II	n/a	n/a	14,317.11	n/a	Mar-16	308.10
Wal-Mart	n/a	n/a	921.50	n/a	Mar-16	2,149.80
Subarea Plan/Home Fed	n/a	n/a	41,199.04	n/a	Mar-16	10,480.86
Mission Gorge Retail Bldg.	n/a	n/a	1,014.00	n/a		-
Santee 50	n/a	n/a	13,617.19	n/a		-
Helix Environmental	n/a	n/a	1,283.00	n/a		-
Village Run Homes	n/a	n/a	740.90	n/a		-
Vision Systems	n/a	n/a	13,410.55	n/a		-
Sonic CUP Modification	n/a	n/a	1,469.50	n/a		-
Rockvill Self Storage	n/a	n/a	3,017.67	n/a		-
Karl Strauss	n/a	n/a	51,372.58	n/a		-
Davison Multi-Family	n/a	n/a	5,508.60	n/a		-
Prospect Estates	n/a	n/a	7,684.65	n/a	Mar-16	521.40
Braverman Drive	n/a	n/a	26,541.69	n/a		-
Heaney Properties	n/a	n/a	1,437.50	n/a		-
Various Other Projects	n/a	n/a	6,329.85	n/a		3,024.30
Total			\$ 218,883.87			\$ 19,774.86

Total Previously Spent to Date		Total Proposed for Payment	
FY 2015-16			
General Fund	\$ 247,597.12	General Fund	\$ 20,908.89
Other City Funds	16,020.66	Other City Funds	4,172.33
CDCSA Bond Proceeds	24,643.72	CDCSA Bond Proceeds	15,634.36
Applicant Deposits	218,883.87	Applicant Deposits	19,774.86
Total	\$ 507,145.37	Total	\$ 60,490.44

City of Santee
COUNCIL AGENDA STATEMENT

1E

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ADOPTING THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM FOR FISCAL YEARS 2016/17 THROUGH 2020/21

DIRECTOR/DEPARTMENT Melanie Kush, Development Services

SUMMARY

Under the San Diego Transportation Improvement Program Ordinance and Expenditure Plan, each county jurisdiction must adopt a list of regionally significant projects which it proposes to construct using TransNet funding during the subsequent five years. A public meeting on the proposed list of projects must be held prior to submitting the City's project list to the San Diego Association of Governments (SANDAG).

This item requests that the City Council adopt the attached resolution which includes a list of proposed projects and expenditures for the TransNet Local Street Improvement Program (LSI) for Fiscal Years 2016/17 through 2020/21.

The projects identified in Table 1 of the attached resolution are consistent with the City's Capital Improvement Program Five-Year Budget adopted by City Council on June 24, 2015 and the region's long range transportation plan.

The projects recommended for Transnet Local Street Improvement Program funding include:

- Rehabilitation And Major Repair Work (SNT04)
- Traffic Signals (SNT20)
- Slurry Seal And Roadway Maintenance (SNT22)
- Pavement Condition Survey And Report (SNT27)

ENVIRONMENTAL REVIEW

Compliance with the Environmental Quality Act (CEQA) would be required prior to construction authorization.

FINANCIAL STATEMENT

Funding will be provided through TransNet. Estimated available funding for the recommended projects over next five (5) years is as follows:

	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
TransNet	\$485,000	\$545,000	\$607,000	\$671,000	\$739,000
TransNet Carryover	\$570,034	\$0	\$0	\$0	\$0
Bond Carryover	\$2,228,638	\$0	\$0	\$0	\$0
Total	\$3,283,672	\$545,000	\$607,000	\$671,000	\$739,000

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Adopt the resolution approving the TransNet Local Street Improvement Program and amending the adopted Capital Improvement Program budget.

ATTACHMENTS Resolution

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, ADOPTING THE TRANSNET
LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS
FOR FISCAL YEARS 2016/17 THROUGH 2020/21**

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (TransNet Extension Ordinance); and

WHEREAS, the Transportation Improvement Program Ordinance and Expenditure Plan (TransNet Extension Ordinance) provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (TransNet) funds; and

WHEREAS, the City of Santee was provided with an estimate of annual TransNet local street improvement revenues for Fiscal Years 2016/17 through 2020/21; and

WHEREAS, the City of Santee has held a noticed public meeting with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

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

Section 1. That pursuant to Section 2(C)(1) of the TransNet Extension Ordinance, the City of Santee certifies that no more than thirty percent of its annual revenues shall be spent on local street and road maintenance-related projects.

Section 2. That pursuant to Section 4(E)(3) of the TransNet Extension Ordinance, the City of Santee certifies that all new projects, or major reconstruction projects, funded by TransNet revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Santee's public meeting process.

Section 3. That pursuant to Section 8 of the TransNet Extension Ordinance, the City of Santee certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the 5-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

Section 4. That pursuant to Section 9A of the TransNet Extension Ordinance, the City of Santee certifies that it will exact \$2,357, plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in the jurisdiction, and shall contribute such exactions to the Regional Transportation Congestion Improvement Program (RTCIP).

RESOLUTION NO. _____

Section 5. That pursuant to Section 13 of the TransNet Extension Ordinance, the City of Santee certifies that it has established a separate Transportation Improvement Account for TransNet revenues with interest earned expended only for those purposes for which the funds were allocated.

Section 6. That pursuant to Section 18 of the TransNet Extension Ordinance, the City of Santee certifies that each project of \$250,000 or more will be clearly designated during construction with TransNet project funding identification signs.

Section 7. That the City of Santee does hereby certify that all other applicable provisions of the TransNet Extension Ordinance and SANDAG Board Policy No.31 have been met.

Section 8. That the City of Santee agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to local TransNet funded projects.

Section 9. That the City of Santee approves the Local Street Improvement Program attached to this resolution and amends the adopted Fiscal Year 2015/16 through 2019/20 Capital Improvement Program budget for Transnet funded projects consistent with the Local Street Improvement Program.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of April, 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Attachments: Table 1 - 2016 Regional Transportation Improvement Program (Local Street Improvement Program)

Table 1
2016 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Santee, City of

MPO ID: SNT04			ADOPTION: 16-00							
Project Title:	Santee Rehabilitation and Major Repair Work							TransNet - LSI: CR		
Project Description:	Multiple locations as recommended by 2013 Pavement Management Program report-, Pavement Zones: AC, AF, BC, BE, BF, BJ, CC, DA, DB, DD, DE, EE, EF - reconstruction and rehabilitation in the form of removal and replacement of existing pavement sections 2 inches minimum, 1.5 inch minimum overlay, pedestrian ramps, sidewalk improvements, and drainage improvements as part of the rehabilitation improvements									
Capacity Status:	NCI		Exempt Category: Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost: \$23,952										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
TransNet - Bond	\$9,855	\$7,627	\$2,229					\$343		\$9,512
TransNet - L	\$7,729	\$7,729								\$7,729
TransNet - LSI	\$2,060	\$287		\$376	\$420	\$465	\$512	\$142	\$471	\$1,447
TransNet - LSI (Cash)	\$1	\$1								\$1
TransNet - LSI Carry Over	\$3,121	\$3,106	\$16					\$158		\$2,963
Local Funds	\$1,186	\$1,186						\$15		\$1,171
TOTAL	\$23,952	\$19,936	\$2,245	\$376	\$420	\$465	\$512	\$658	\$471	\$22,823

MPO ID: SNT20			ADOPTION: 16-00							
Project Title:	Traffic Signals Citywide							TransNet - LSI: CR		
Project Description:	This will be implemented on all citywide traffic signals through the RAMS program - ability to coordinate signal plan development across jurisdictional boundaries with a common time source and a common platform to build an integrated corridor management system; this will include software maintenance, hardware maintenance, and communication infrastructure through the Regional Arterial Management System (RAMS). TransNet - LSI RAMS of TransNet - LSI RAMS of \$7 is programmed through FY 2021									
Capacity Status:	NCI		Exempt Category: Other - Non construction related activities							
Est Total Cost: \$59										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
TransNet - LSI	\$59	\$22	\$7	\$7	\$7	\$7	\$7			\$59
TOTAL	\$59	\$22	\$7	\$7	\$7	\$7	\$7			\$59

MPO ID: SNT22			ADOPTION: 16-00							
Project Title:	Santee Slurry Seal and Roadway Maintenance							TransNet - LSI: Maint		
Project Description:	Various locations as defined in pavement management report - Maintenance repair in the form of grind and patch failed areas followed by Cape seal or Slurry seal of the street									
Capacity Status:	NCI		Exempt Category: Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost: \$3,125										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
TransNet - LSI	\$1,667	\$500	\$408	\$161	\$180	\$199	\$219	\$93		\$1,574
TransNet - LSI Carry Over	\$1,458	\$904	\$554					\$80		\$1,378
TOTAL	\$3,125	\$1,404	\$962	\$161	\$180	\$199	\$219	\$173		\$2,952

** Include SANDAG pending projects - these projects are subject to change when accepted by SANDAG

**Table 1
2016 Regional Transportation Improvement Program
San Diego Region (in \$000s)**

Santee, City of

MPO ID: SNT23		ADOPTION: 16-00								
Project Title:	Transportation Improvement Master Plan Implementation; CIP 2013-54						RAS (M-48)			
Project Description:	Magnolia Avenue, Mission Gorge Road, Cuyamaca Street, Mast Boulevard, and Town Center Parkway - citywide improvements to existing traffic signals, communication systems, surveillance cameras and other improvements pursuant to the recommendations of the City's Transportation Improvement Master Plan; includes upgrading the existing obsolete signal traffic controllers and installation of traffic signal inter-connection cabling in order to conform to the San Diego Regional Standards thereby improving signal operations									
Capacity Status:	NCI		Exempt Category: Other - Traffic signal synchronization projects							
Est Total Cost: \$3,465										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
Local Funds	\$1,348	\$275	\$449		\$624			\$10		\$1,338
Local RTCIP	\$2,117	\$1,250	\$90	\$622	\$155			\$496		\$1,621
TOTAL	\$3,465	\$1,525	\$539	\$622	\$779			\$506		\$2,959

MPO ID: SNT24		ADOPTION: 16-00								
Project Title:	Riverwalk Crossing (part of Lump Sum V17)						SANDAG ID: 1223069			
Project Description:	From to - The project will install new concrete bulbouts, pedestrian ramps, pedestrian warning signage, a new ladder crosswalk and enhanced area lighting. It will also add parking lanes to narrow the lanes and add sharrows down the length of the project.									
Capacity Status:	NCI		Exempt Category: Air Quality - Bicycle and pedestrian facilities							
Est Total Cost: \$241										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
Local Funds	\$24	\$1	\$3	\$20						\$24
TDA - Bicycles	\$217	\$7	\$26	\$182	\$1					\$217
TOTAL	\$241	\$8	\$29	\$202	\$1					\$241

MPO ID: SNT25		ADOPTION: 16-00								
Project Title:	Citywide Bike Lanes (part of Lump Sum V17)						SANDAG ID: 1223070			
Project Description:	From to - Fanita Parkway from Mast Boulevard to Carlton Oaks Boulevard; Cuyamaca Street from Riverpark Drive to Mast Boulevard; El Nopal from Magnolia Avenue to eastern City limits; Fanita Drive from Prospect Avenue to southern City limits; Riverview Parkway from Mission Gorge Road to Town Center Boulevard; Woodside Avenue North from SR 67 offramp to eastern City limits.									
Capacity Status:	NCI		Exempt Category: Air Quality - Bicycle and pedestrian facilities							
Est Total Cost: \$156										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
TDA - Bicycles	\$156	\$15	\$142							\$156
TOTAL	\$156	\$15	\$142							\$156

** Include SANDAG pending projects - these projects are subject to change when accepted by SANDAG

Table 1
2016 Regional Transportation Improvement Program
San Diego Region (in \$000s)

Santee, City of

MPO ID: SNT26		ADOPTION: 16-00								
Project Title:	Woodside Avenue/SR-67 Improvements	RAS (M-48)								
Project Description:	Woodside Avenue from SR-67 to SR-67 - This project proposes to improve traffic circulation at the intersection of Woodside Avenue at State Route 67 and make a sidewalk connection to North Woodside Avenue. It includes replacing the stop sign controlled intersection with medians, sidewalks, roundabout and/or other traffic signal improvements. The project will also require improvements within the Caltrans right-of-way on the State Route 67 off-ramp.									
Capacity Status: NCI		Exempt Category: Other - Changes in vertical and horizontal alignment								
Est Total Cost: \$2,800										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
Local RTCIP	\$2,800		\$200	\$200	\$1,800	\$600		\$400		\$2,400
	TOTAL		\$200	\$200	\$1,800	\$600		\$400		\$2,400

MPO ID: SNT27		ADOPTION: 16-00								
Project Title:	Pavement Condition Survey and Report	TransNet - LSI: CR								
Project Description:	Citywide - The pavement condition report will be prepared by an assets management consultant to conduct a complete survey of all City streets and propose repair and funding strategies in order to maintain current and future pavement conditions									
Capacity Status: NCI		Exempt Category: Other - Engineering studies								
Est Total Cost: \$70										
	TOTAL	PRIOR	16/17	17/18	18/19	19/20	20/21	PE	RW	CON
TransNet - LSI	\$70		\$70					\$70		
	TOTAL		\$70					\$70		

** Include SANDAG pending projects - these projects are subject to change when accepted by SANDAG

City of Santee
COUNCIL AGENDA STATEMENT

1F

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE CITY CONFLICT OF INTEREST CODE – BIENNIAL REVIEW

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk *PB*

SUMMARY

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it needs to be amended. Once the determination has been made, a notice must be submitted to the code reviewing body no later than October 1st of the even-numbered years.

The City Council is the code reviewing body for the City of Santee. Therefore, the City Council must, no later than July 1, 2016, direct review of its code and, no later than October 1, 2016, receive a notice that an amendment is or is not required. If an amendment is required, it must be completed prior to December 31, 2016.

FINANCIAL STATEMENT

Not Applicable

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MDB*

Direct staff to review the Conflict of Interest Code and submit a notice to the City Council prior to October 1, 2016, that either an amendment is required or that no amendment is necessary.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

2A

MEETING DATE

April 27, 2016

AGENDA ITEM NO.

ITEM TITLE

A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE PROGRAM YEAR 2016 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, Development Services



SUMMARY

Cities requesting an allocation of CDBG funding in the coming fiscal year must submit an Annual Action Plan implementing their Three- or Five-Year Consolidated Plans to HUD by May 15 each year. The City of Santee has a Five-Year Consolidated Plan (FY2015-2019). At the Public Hearing held February 24, 2016, the City Council selected program activities for CDBG Program funding during Program Year 2016 (July 2016 through June 2017) and directed staff to prepare a draft Annual Action Plan. This Program Year 2016 Action Plan will be the second Action Plan prepared in the implementation of the current Five-Year Consolidated Plan. Notice of the availability of the draft Action Plan was published on March 24, 2016 and posted on the City's website. No public comments regarding the Annual Action Plan were received during the 30-day public review and comment period.

On February 16, 2016, the federal Department of Housing and Urban Development (HUD) announced Fiscal Year 2016 CDBG allocations for states and local jurisdictions. The City of Santee has been allocated \$251,823 in Program Year 2016 (which represents a reduction of 3.4% compared to the current year).

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 City of Santee will be allocated \$251,823 in Program Year 2016. There is also \$12,200 in repaid CDBG funds that may be allocated, bringing the combined allocation total to \$264,023. Pursuant to federal regulations, there is a 15% cap on the amount of CDBG funds which can be allocated to "Public Service" activities (24CFR 570.201 subd. (e)(1)), and a 20% cap on "Administrative" activities (24 CFR 570.200 subd. (g)).

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION



1. Conduct and close the public hearing
2. Adopt the attached Resolution approving the Program Year 2016 Annual Action Plan and authorizing the City Manager to submit the grant application to HUD.

ATTACHMENTS

Resolution

2016 Annual Action Plan

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ADOPTING THE PROGRAM YEAR 2016 ANNUAL ACTION PLAN
IN ACCORDANCE WITH COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) REGULATIONS AND AUTHORIZING THE
CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR CDBG FUNDS TO THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

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 FY2015-2019 Consolidated Plan prior to the submittal of a grant application to HUD; and

WHEREAS, the City of Santee has been notified that CDBG funding in the amount of \$251,823 has been reserved for the City in Program Year 2016; 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 2016 Action Plan and authorizes the City Manager to submit the Action Plan and Grant Application based on the Program Year 2016 CDBG allocation of \$251,823.

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of April, 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, C.M.C. CITY CLERK

City of Santee, CA
Annual Action Plan for the Use of
Community Development Block Grant Funding
(Program Year 2016)

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Santee 2015-2019 Consolidated Plan outlines the community's strategies for meeting its identified housing and community development needs, developed through a citizen participation process as detailed in the 2015-2019 Citizen Participation Plan. The five-year Consolidated Plan includes a needs assessment, market analysis, and identification of priority needs and long-term strategies.

An Annual Action Plan implements the strategies and provides a basis for allocating federal block grant resources. This document represents the City of Santee's Program Year 2016 CDBG Action Plan. It identifies the goals and programming of funds for activities to be undertaken in the second year of the five-year Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In Fiscal Year 2016/17, the Santee Annual Action Plan will generate the following estimated results:

- Assist up to 16,314 persons with special needs via CDBG funded public services;
- Render homeless prevention support and services for up to 300 persons;
- Lightly rehabilitate up to 15 dwelling units for seniors with CDBG resources;
- Assist about 885 low- and moderate- income households in census tract 166.17 with the CDBG financed Section 108 project;
- Assist 2 disabled households with light housing rehabilitation for public facilities; and
- Assist up to 160 persons with fair housing issues funded with CDBG public services.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each program year of the Consolidated Plan period, the City must submit to HUD a Consolidated Annual Performance and Review Report (CAPER) with detailed information on progress towards the priorities, goals and objectives outlined in the Consolidated Plan.

In its most recent review of Consolidated Plan program funds, HUD has determined that the overall performance of the City's CDBG program was satisfactory. The following shows accomplishments achieved during the most recently completed Program Year (PY 2014).

Summary of CDBG-Funded Activities and Accomplishments for Program Year 2014			
Activity	Action Plan Allocation	Expenditures	Accomplishments (Persons Assisted or Units Completed)
Public Services			
Cameron Family YMCA	\$ 3,300	\$ 3,300	94 youth
Crisis House	3,300	3,300	307 persons
ElderHelp of San Diego	3,300	3,300	66 seniors
Lutheran Social Services	3,300	3,300	52 seniors
Meals-on-Wheels	5,510	5,510	96 seniors
Santee Food Bank	17,730	17,730	17,294 persons
Santee Santas	5,510	5,510	775 persons
<i>Sub-Total</i>	<i>\$ 41,950</i>	<i>\$ 41,950</i>	
Public Facilities and Improvements			
Section 108 Debt Service	\$ 172,723	\$ 157,997	2 project
Home of Guiding Hands	17,020	17,020	5 projects
<i>Sub-Total</i>	<i>\$ 189,743</i>	<i>\$ 175,017</i>	
Administrative Activities			
CSA San Diego County	\$ 14,860	\$ 14,860	67 persons
Administration	41,070	40,230	N/A
<i>Sub-Total</i>	<i>\$ 55,930</i>	<i>\$ 55,090</i>	
Total	\$ 287,623	\$ 272,057	

Accomplishments: Program Year 2014

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Santee conducted two public hearings to solicit public participation in the allocation of federal block grant resources. The first was held on February 10, 2016 during which public input on community needs and priorities was invited. The second hearing was conducted on February 24, 2016 during which the allocation of Program Year 2016 CPD funding was determined. A 30-day public review and comment period for the City of Santee Program Year 2016 Annual Action Plan began on March 25, 2016 and extended through April 26, 2016. A public hearing was held on April 27, 2016 by the Santee City Council where it sought input on the draft plan and ultimately approved the Program Year 2016 Action Plan. Public hearing dates and comment periods were published in the East County Californian and notices were distributed to various non-profit organizations in addition to key internet sites.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SANTEE	Department of Development Services

Consolidated Plan Public Contact Information

Melanie Kush, Director, City of Santee Department of Development Services, mkush@cityofsanteeca.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Santee conducted significant consultation with citizens, municipal officials, nonprofit agencies, private developers, governmental agencies, and the Continuum of Care in preparing the 2015 – 2019 Consolidated Plan. Consultation was undertaken through a combination of direct stakeholder interviews, a targeted internet survey and two public hearings. Public hearings were held at the start of the process to solicit community input and at the end to elicit comment on the draft plans. The protocol undertaken and the results generated are summarized in the Citizen Participation Section of this plan.

Two public hearings were held during the preparation of the Program Year 2016 Annual Action Plan. The first was held on February 10, 2016 during which community needs and priorities were solicited. The second hearing was conducted on February 24, 2016 during which the allocation of Program Year 2016 CPD funding was determined. A 30-day public review and comment period for the City of Santee Program Year 2016 Annual Action Plan began on March 25, 2016 and extended through April 26, 2016. A public hearing was held on April 27, 2016 by the Santee City Council where it sought input on the draft plan and ultimately approved the Program Year 2016 Action Plan. Public hearing dates and comment periods were published in the East County Californian and notices were distributed to various non-profit organizations in addition to key internet sites.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Santee allocates CDBG resources to expand social services, prevent homelessness, provide emergency shelter, transitional housing, permanent supportive housing and other support services for homeless and special needs clients throughout the region. The City of Santee participates in the San Diego Regional Continuum of Care.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Santee is committed to addressing the needs of homeless citizens in relation to both physical and mental/behavioral health needs. Santee participates in a regional Continuum of Care plan. The Continuum of Care Plan provides direction on planning and policy issues that impact the homeless population by making updates to the Regional Plan to End Homelessness and a consolidated application

to the U.S. Department of Housing and Urban Development in support of programming that assists the Santee's homeless and 'at risk' population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Santee consulted with the San Diego County Regional Continuum of Care, however, the city does not directly receive HUD Emergency Solutions Grant (ESG) resources.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 1 – Agencies, groups, organizations who participated

1	<p>Agency/Group/Organization</p>	<p>Crisis House, Inc.</p>
	<p>Agency/Group/Organization Type</p>	<p>Services - Housing Services-homeless Services - Victims</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Attendance and testimony/involvement at public hearing.</p>
2	<p>Agency/Group/Organization</p>	<p>LUTHERAN SOCIAL SERVICES CARING NEIGHBORS</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Services - Housing</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Attendance and testimony/involvement at public hearing.</p>

3	<p>Agency/Group/Organization</p>	<p>SANTEE MINISTERIAL COUNCIL- SANTEE FOOD BANK</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Attendance and testimony/involvement at public hearing.</p>
4	<p>Agency/Group/Organization</p>	<p>MEALS ON WHEELS</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless</p>

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Attendance and testimony/involvement at public hearing.</p>
<p>5</p>	<p>Agency/Group/Organization EAST COUNTY YMCA-CAMERON FAMILY FACILITY</p>
<p>Agency/Group/Organization Type</p>	<p>Services-Children</p>
<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Attendance and testimony/involvement at public hearing.</p>
<p>6</p>	<p>Agency/Group/Organization ELDERHELP OF SAN DIEGO</p>
<p>Agency/Group/Organization Type</p>	<p>Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health</p>
<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Attendance and testimony/involvement at public hearing.</p>

7	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>SANTEE SANTAS FOUNDATION</p> <p>Services-Children Services-Elderly Persons Services-Persons with Disabilities</p> <p>Non-Homeless Special Needs Anti-poverty Strategy</p> <p>Attendance and testimony/involvement at public hearing.</p>
8	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>HOME OF GUIDING HANDS</p> <p>Housing Services-Persons with Disabilities</p> <p>Housing Need Assessment Non-Homeless Special Needs</p> <p>Attendance and testimony/involvement at public hearing.</p>
9	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>CSA San Diego County</p> <p>Service-Fair Housing</p> <p>Housing Need Assessment</p> <p>Attendance and testimony/involvement at public hearing.</p>

Identify any Agency Types not consulted and provide rationale for not consulting

The citizen input process associated with the preparation of the Program Year 2016 Annual Action Plan was inclusive and involved all possible organizations, entities and persons.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	San Diego Regional Continuum of Care	Seek to further the efforts of the SD RCCC.
City of Santee Housing Element, 2013-2021	City of Santee	The 2015-2019 City of Santee Consolidated Plan conforms with the adopted City of Santee Housing Element, 2013-2021

Table 2 - Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

Information regarding the CDBG program, resources, and local program contact information were all posted on the City website. Public notices were published in a local newspaper and sent out via social media, such as Twitter, and Facebook, to inform the public of public meetings, public hearings and document public review periods, including the Program Year 2016 Annual Action Plan containing the proposed activities for the program year.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Non-targeted/broad community	Notice of two Public Meetings (1/28/2016) in East County Californian	N.A.	N.A.	
2	Public Hearing	Non-targeted/broad community	Public Meetings on 2/10/2016 and 2/24/2016 to solicit public input.	Speakers addressed needs of community elderly persons, homeless, low-income and disabled.	All comments were considered.	

Table 3 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

The City of Santee is a CDBG Entitlement jurisdiction. The City anticipates receiving \$251,823 in CDBG funds in Program Year 2016. The City of Santee is a member of the San Diego County HOME Investment Opportunities Consortium. The County of San Diego is recognized by HUD as a Participating Jurisdiction on behalf of the Consortium and includes HOME Program goals, activities and accomplishments in its Consolidated Plan and Annual Action Plans. The City of Santee does not receive Housing Opportunities for Persons with AIDS (HOPWA) or Emergency Solutions Grant (ESG) program funding. Please refer to the County of San Diego (www.sdhcd.com) and City of San Diego (www.sandiego.gov) Annual Action Plans for more details on the goals and distribution of HOPWA and ESG funds.

In recent years, the levels of entitlement funds received from HUD for the CDBG and HOME programs have been primarily trending downward. The City does not anticipate a regular stream of Program Income over the course of this Consolidated Plan. Program income received from the repayment of home rehabilitation loans (CDBG and HOME) and First Time Homebuyer loans will be applied to approved current-year activities prior to drawing down new grant funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	251,823	0	12,200	264,023	539,610	The City of Santee will expend \$154,518 in PY 2016 for debt service related to a Section 108 loan to partially fund drainage and roadway improvements to Buena Vista and Railroad Avenues. The balance of resources of \$109,505 will be expended on new projects in conformance with city goals and priorities articulated herein.

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

All subrecipients rely on a variety of funding sources and several are staffed entirely by volunteers. The City of Santee's Section 108 project leveraged additional resources when the project drainage and roadway improvements to Buena Vista and Railroad Avenues was established some years ago.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publically owned property is anticipated to be used.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities/Infrastructure Support	2015	2020	Non-Housing Community Development	Citywide	Infrastructure Maintenance & Support Acquisition & Maintenance Of Affordable Housing Support Services For Special Needs Clients	CDBG: \$171,616	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 885 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2 Households Assisted
2	Affordable Housing Production & Maintenance	2015	2020	Affordable Housing	Citywide	Acquisition & Maintenance Of Affordable Housing Support Services For Special Needs Clients	CDBG: \$3,000	Rental units rehabilitated: 15 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Public Services Support.	2015	2020	Non-Homeless Special Needs	Citywide	Acquisition & Maintenance Of Affordable Housing Support Services For Special Needs Clients	CDBG: \$23,000	Public service activities other than Low/Moderate Income Housing Benefit: 14163 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 2 Households Assisted
4	Homeless Prevention Services	2015	2020	Homeless	Citywide	Support Services For Special Needs Clients Homeless Prevention & Services.	CDBG: \$13,603	Homelessness Prevention: 457 Persons Assisted
5	Fair Housing Services	2015	2020	Affordable Housing	Citywide	Acquisition & Maintenance Of Affordable Housing Fair Housing Support	CDBG: \$14,000	Public service activities for Low/Moderate Income Housing Benefit: 125 Households Assisted

Table 5 - Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities/Infrastructure Support
	Goal Description	
2	Goal Name	Affordable Housing Production & Maintenance
	Goal Description	
3	Goal Name	Public Services Support.
	Goal Description	
4	Goal Name	Homeless Prevention Services
	Goal Description	
5	Goal Name	Fair Housing Services
	Goal Description	

Table 6 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects are based on the City's identified priority needs and activities. Projects/programs operated citywide are noted. The majority of the projects are targeted low and moderate income persons, or neighborhoods in census tracts with 51% or more who are low- or moderate-income. All proposed activities are eligible and meet program service targets.

#	Project Name
1	Program Administration
2	Program Administration - Fair Housing
3	Public Services - East County Family YMCA
4	Public Services - Crisis House
5	Public Services - ElderHelp of San Diego
6	Public Services - LSS Caring Neighbors Project
7	Public Services - Meals on Wheels Greater San Diego
8	Public Services - Santee Food Bank
9	Public Service - Santee Santas
10	Public Facilities - Section 108 Loan Debt Service
11	Public Facilities - Section 108 Loan Debt Service Reserve
12	Public Facilities - Home of Guiding Hands

Table 7 – Project Information

AP-38 Project Summary

Project Summary Information

1	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$38,804
	Description	General program administration.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	Citywide.
	Planned Activities	
2	Project Name	Program Administration - Fair Housing
	Target Area	Citywide
	Goals Supported	Public Services Support. Homeless Prevention Services Fair Housing Services

	Needs Addressed	Support Services For Special Needs Clients Homeless Prevention & Services. Fair Housing Support
	Funding	CDBG: \$14,000
	Description	Provide counseling and referral services to persons alleging violations of Fair Housing laws and persons seeking information and/or resolution regarding conflicts between tenants and landlords.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 160 low/mod-income persons will benefit.
	Location Description	
	Planned Activities	
3	Project Name	Public Services - East County Family YMCA
	Target Area	Citywide
	Goals Supported	Public Services Support.
	Needs Addressed	
	Funding	CDBG: \$2,000
	Description	Provides class and program fees for disadvantaged youth.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 55 low/mod-income youths will benefit.
	Location Description	

	Planned Activities	
4	Project Name	Public Services - Crisis House
	Target Area	Citywide
	Goals Supported	Public Services Support. Homeless Prevention Services
	Needs Addressed	Support Services For Special Needs Clients Homeless Prevention & Services.
	Funding	CDBG: \$5,000
	Description	Provide a homeless prevention and intervention project.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 300 low/mod-income persons will benefit.
	Location Description	Citywide
	Planned Activities	
5	Project Name	Public Services - ElderHelp of San Diego
	Target Area	Citywide
	Goals Supported	Affordable Housing Production & Maintenance Public Services Support.
	Needs Addressed	Acquisition & Maintenance Of Affordable Housing Support Services For Special Needs Clients
	Funding	CDBG: \$3,000

	Description	Provide Case Management through a trained Social Worker to help seniors remain in their homes by providing referrals and information.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 115 low/mod-income seniors will benefit.
	Location Description	Citywide
	Planned Activities	
6	Project Name	Public Services - LSS Caring Neighbors Project
	Target Area	Citywide
	Goals Supported	Affordable Housing Production & Maintenance Public Services Support.
	Needs Addressed	Acquisition & Maintenance Of Affordable Housing Support Services For Special Needs Clients
	Funding	CDBG: \$3,000
	Description	Provide minor home repairs to homeowners who are seniors and reside in Santee.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 115 low/mod-income persons (primarily seniors) will benefit.
	Location Description	Citywide
	Planned Activities	Provide minor home repairs to homeowners who are seniors and reside in Santee.
7	Project Name	Public Services - Meals on Wheels Greater San Diego

	Target Area	Citywide
	Goals Supported	Affordable Housing Production & Maintenance Public Services Support.
	Needs Addressed	Acquisition & Maintenance Of Affordable Housing Support Services For Special Needs Clients
	Funding	CDBG: \$8,000
	Description	Provide home delivered meals to Santee seniors and disabled persons.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 99 low/mod-income seniors will benefit.
	Location Description	Citywide
	Planned Activities	Provide home delivered meals to Santee seniors and disabled persons.
8	Project Name	Public Services - Santee Food Bank
	Target Area	Citywide
	Goals Supported	Public Services Support. Homeless Prevention Services
	Needs Addressed	Support Services For Special Needs Clients Homeless Prevention & Services.
	Funding	CDBG: \$13,603
	Description	Provide an emergency food supply to Santee residents.
	Target Date	6/30/2017

	<p>Estimate the number and type of families that will benefit from the proposed activities</p> <p>Up to 14,385 low-income persons will benefit.</p>
<p>Location Description</p>	<p>Citywide</p>
<p>Planned Activities</p>	<p>Provide an emergency food supply to Santee residents.</p>
<p>Project Name</p>	<p>Public Service - Santee Santas</p>
<p>Target Area</p>	<p>Citywide</p>
<p>Goals Supported</p>	<p>Public Services Support.</p>
<p>Needs Addressed</p>	<p>Support Services For Special Needs Clients</p>
<p>Funding</p>	<p>CDBG: \$5,000</p>
<p>Description</p>	<p>Assist families and individuals in crisis due to loss of employment, disaster (Fire), illness, etc.</p>
<p>Target Date</p>	<p>6/30/2017</p>
<p>Estimate the number and type of families that will benefit from the proposed activities</p> <p>Up to 1,320 low-income persons will benefit.</p>	
<p>Location Description</p>	<p>Citywide</p>
<p>Planned Activities</p>	<p>Provide food to low-income families and individuals.</p>
<p>Project Name</p>	<p>Public Facilities - Section 108 Loan Debt Service</p>
<p>Target Area</p>	
<p>Goals Supported</p>	<p>Public Facilities/Infrastructure Support</p>
<p>Needs Addressed</p>	<p>Infrastructure Maintenance & Support</p>
<p>Funding</p>	<p>CDBG: \$154,518</p>

9

10

	Description	Funds allocated to principal and interest payments associated with Section 108 loan obtained to fund Buena Vista Avenue/Cottonwood Avenue public improvements.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 885 low/mod-income persons will benefit.
	Location Description	Buena Vista Avenue and Railroad Avenue.
	Planned Activities	
11	Project Name	Public Facilities - Section 108 Loan Debt Service Reserve
	Target Area	
	Goals Supported	Public Facilities/Infrastructure Support
	Needs Addressed	Infrastructure Maintenance & Support
	Funding	CDBG: \$3,398
	Description	Reserve funding for payment of debt service on Section 108 loan.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Up to 885 low/mod-income persons will benefit.
	Location Description	Buena Vista Avenue and Railroad Avenue.
	Planned Activities	
12	Project Name	Public Facilities - Home of Guiding Hands
	Target Area	Citywide
	Goals Supported	Public Facilities/Infrastructure Support

Needs Addressed	Infrastructure Maintenance & Support
Funding	CDBG: \$13,700
Description	Provide improvements to homes owned and operated by HGH that house very low income adults with developmental disabilities.
Target Date	6/30/2017
Estimate the number and type of families that will benefit from the proposed activities	Up to 12 low/mod-income developmentally disabled adults will benefit.
Location Description	Citywide
Planned Activities	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic priority area for available CDBG resources (other than Section 108) is the City of Santee in its entirety. Public Improvements funded by a Section 108 loan are focused on Buena Vista Avenue and Railroad Avenue, located within an CDBG-eligible census tract.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The geographic priority area for available CDBG resources (other than Section 108) is the City of Santee in its entirety. CDBG resources were allocated based on the quality and quantity of applications submitted. The allocation of CDBG Section 108 loan proceeds to (partially) fund drainage and roadway improvements to Buena Vista Avenue and Railroad Avenue was due to need in this CDBG-eligible low income area and this rationale will continue through the Consolidated Plan planning period (end of FY 2019).

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section of the PY 2016 City of Santee Annual Action Plan includes the actions planned to address the obstacles in meeting underserved needs, to foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of families in poverty, develop the institutional structure and enhance coordination between public and private housing and social services agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all of the identified needs, including those identified as priorities, is the general deficiency of funding resources available to the public and private agencies that serve the needs of low- and moderate-income residents. The elimination of redevelopment agencies has had 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. Santee will seek to remedy obstacles by exploring alternative funding vehicles, leveraging resource investments to the maximum feasible degree and exploring new sources of municipal revenue generation.

Actions planned to foster and maintain affordable housing

Santee will continue to maintain and improve the infrastructure of the city's low- and moderate- income neighborhoods as well as assist residents by helping them acquire and/or maintain affordable housing in the community. The city plans on funding specific activities that will improve the quality of life for seniors and persons with special needs as well as strengthen the local provision of homeless services and homeless prevention services.

Actions planned to reduce lead-based paint 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 property related 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.

Actions planned to reduce the number of poverty-level families

The City seeks to reduce the number of people living in poverty by continuing to implement its anti-poverty strategy incorporating housing assistance and supportive services. 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 serving the poor.

Actions planned to develop institutional structure

As administrator of block grant programs, the Director of Development Services collaborates with City departments and outside agencies to implement the objectives established in the Consolidated Plan. The City conducts annual monitoring visits with grant subrecipients to review administrative practices and activity effectiveness.

Actions planned to enhance coordination between public and private housing and social service agencies

Santee is committed to fostering coordination between public and private housing and social service agencies. The City of Santee regularly deals with residential development entities that are both profit and non-profits. The City will continue to work with such organizations to foster the provision of affordable housing in the region and connect such housing organizations with social service providers operating and serving the City of Santee. In the course of monitoring CDBG-financed public services/resources to local services agencies, the city will endeavor to strengthen coordination with public and private affordable housing organizations and the San Diego County Housing Authority. Santee will continue to address the needs of homeless citizens in relation to both physical and mental/behavioral health needs. Santee participates in a regional Continuum of Care plan.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The following identifies additional resources available for allocation to Program Year 2016 activities. Also identified are the amount of urgent need and percentage expended on activities that benefit persons of low- and moderate- income are provided.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	12,200
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	12,200

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

City of Santee
COUNCIL AGENDA STATEMENT

4A

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE **POSSIBLE CANCELLATION OF A REGULAR CITY COUNCIL
SUMMER MEETING**

DIRECTOR/DEPARTMENT Patsy Bell, CMC, City Clerk

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 is cancelled, the City Clerk will post an advance notice of cancellation.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

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 & August)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
JULY					1	2
3	4 Independence Day	5	6	7	8	9
10	11	12	13 Council Mtg.	14	15	16
17	18	19	20	21	22	23
24	25	26	27 Council Mtg.	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
AUGUST	1	2	3	4	5	6
7	8	9	10 Council Mtg.	11	12	13
14	15	16	17	18	19	20
21	22	23	24 Council Mtg.	25	26	27
28	29	30	31			

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE

April 27, 2016

AGENDA ITEM NO.

ITEM TITLE **REGIONAL TASK FORCE ON THE HOMELESS ANNUAL POPULATION COUNT AND APPROVAL OF FAIR SHARE FUNDING REQUEST**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY The Regional Task Force on the Homeless (RTFH) administers the Homeless Management Information System for the region's network of service providers and publishes reports containing statistical and demographic analysis on homelessness. The RTFH also coordinates an annual "point-in-time" count of homeless persons in the County of San Diego. The City of Santee incorporates data published by the RTFH in its 5-Year Consolidated Plan for the use of federal block grants, as well as in its Annual Action Plan for Community Development Block Grants.

The number of homeless persons contacted within the City of Santee have varied from a low of ten in 2006 to a high of fifty-eight in 2011. On January 29, 2016, RTFH conducted a point-in-time census of sheltered and unsheltered homeless persons throughout the County of San Diego. The results of the 2016 point-in-time count are anticipated to be published in late April or early May.

The activities of the Task Force are largely funded by the U.S. Department of Housing and Urban Development (HUD), the County of San Diego and the City of San Diego. In correspondence dated January 7, 2016, the RTFH submitted a request for financial support from the City of Santee in the amount of \$2,500 for Fiscal Year 2017. This amount is represented as the City of Santee's fair share of homeless enumeration and statistical and demographic analysis based on the number of census tracts within the city. The amount requested is consistent with the amount the City of Santee contributed in Fiscal Year 2015-16 toward these activities.

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 *Sto,* If directed by City Council, funding will be provided within the Administrative Activities portion of the Community Development Block Grant allocations for Fiscal Year 2016-17.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION *MDB*

Provide direction to fund the fair share fee of \$2,500 from Fiscal Year 2016-17 Community Development Block Grant funds.

ATTACHMENTS

Correspondence from Dolores Diaz, Executive Director, RTFH



REGIONAL TASK FORCE
ON THE HOMELESS

"OUR COMMUNITY, OUR HOMELESS, OUR ISSUES"

1

January 7th, 2016

RECEIVED

JAN 11 2016

Mr. Paul Malone
Interim City Manager, City of Santee
City Hall Building #1
10601 Magnolia Avenue
Santee, CA 92071

City Manager's Office
CITY OF SANTEE

Dear Paul Malone,

For over ten years, The Regional Task Force on the Homeless has provided comprehensive data and trusted analysis in order to empower the entire San Diego region to identify, implement, and support efforts to prevent and alleviate homelessness. Our annual Point-in-Time Homeless Count results are one of the many ways that we enable our region to qualify for approximately \$16 million dollars in federal funding for local homeless services. These results are instrumental in helping our region to better understand and address the serious issue of homelessness.

Earlier this year, you received a letter from our organization requesting assistance with funding your share of the costs of our work in the City of Santee. Previously, our organization was able to absorb these costs, but changing funding sources has made this more challenging. We are again extending the request for your financial support. Based on the number of census tracts in your city, we have calculated that the fair share amount in the City of Santee is \$2,500.00. **We understand if you were not able to contribute this amount in your city's annual budget when we first made our request. If you are able to now, we ask that you consider setting aside \$2,500.00 for our work in your city.**

Enclosed you will find the results from the 2015 Point-in-Time Homeless Count (known in our region as WeALLCount). Our 2016 WeALLCount is scheduled for January 29th, 2016. The enclosed flyer provides details on the count.

We look forward to continuing to serve you and your constituents with this important work, and thank you in advance for your participation in the solution. Please feel free to contact me if you have any questions.

Respectfully,


Dolores R. Diaz
Executive Director

Enclosures: 2015 WeALLCount Results Report
2016 WeALLCount flyer

City of Santee
COUNCIL AGENDA STATEMENT

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR "AS NEEDED" ENGINEERING SERVICES AND ACCELERATING THE DESIGN FUNDING FOR THE MAST PARK IMPROVEMENTS PROJECT (CIP-2008-53) FROM FY 16-17 TO FY 15-16

DIRECTOR/DEPARTMENT

Bill Maertz, Community Services 

SUMMARY

After an extensive RFQ process and with the recommendation of city staff, on September 25, 2013, City Council authorized the City Manager to execute a three-year professional services agreement with Dokken Engineering to perform "as needed" engineering services to assist staff with capital improvement and land development projects ("Agreement"). Under the Agreement, Dokken performed work for the Development Services Department and Community Services Department on several major public improvements, including the award-winning Walker Preserve Trail and the Via de Cristina Neighborhood Park. The City's contract with Dokken is scheduled to expire on October 24, 2016. Pursuant to section 8 of the Agreement, the contract may be extended upon written agreement of both parties.

Dokken Engineering recently completed preliminary site assessment work on the Mast Park Improvements Project (CIP 2008-53) at the request of the Community Services Department (CSD). The City, which was awarded a \$1.23 million state Proposition 1 grant for this project, requires the firm's services to begin design of the project this spring. Due to restrictions posed by the nesting season of endangered bird species, failure to begin design work this spring will delay the project for a year. To avoid this delay, CSD is requesting the City Council's authorization to amend the Agreement and extend the Mast Park Improvements as needed engineering services portion of Dokken Engineering's contract for the length of the project. Funding for the as needed engineering services for Mast Park Improvements project (CIP 2008-53) shall not exceed \$898,360. Staff is also requesting the Council accelerate the allocation of the \$600,000 approved for design work for CIP 2008-53 from FY 16-17 to FY 15-16.

The Development Services Department will address its portion of the professional services contract with Dokken Engineering separately when it gets closer to the October 24, 2016 expiration date.

ENVIRONMENTAL REVIEW The item is categorically exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3).

FINANCIAL STATEMENT

Funding for the as needed engineering services for the Mast Park Improvements project (CIP 2008-53) shall not exceed \$898,360. Up to \$308,250 (25%) of the \$1.23 million state Proposition 1 grant awarded for the Mast Park Improvements project will be used for design. An additional \$600,000 allocated for design work will be accelerated from FY 16-17 to FY 15-16. No general funds are required.

CITY ATTORNEY REVIEW

N/A

Completed

RECOMMENDATION

 Adopt the attached resolution

1. Authorizing the City Manager to execute an amendment to the professional services agreement with Dokken Engineering for "as needed" engineering services for the length of the Mast Park Improvements project (CIP 2008-53) for an amount not to exceed \$898,360; and
2. Approving the acceleration of \$600,000 allocated for design work for CIP 2008-53 from FY 16-17 to FY 15-16; and
3. Authorizing the Director of Development Services to negotiate and issue task orders to complete the Mast Park Improvements Project.

ATTACHMENTS

Resolution

Mast Park Improvements CIP 2008-53 budget page

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT
WITH DOKKEN ENGINEERING FOR "AS NEEDED" ENGINEERING SERVICES AND
ACCELERATING THE DESIGN FUNDING FOR THE MAST PARK IMPROVEMENTS
PROJECT (CIP-2008-53) FROM FY 16-17 TO FY 15-16**

WHEREAS, City Council authorized the City Manager to execute a professional services agreement with Dokken Engineering on September 25, 2013 for "as needed" engineering services on Capital Improvement Program and land development projects; and

WHEREAS, on October 24, 2013, the City entered into a professional services agreement with Dokken Engineering for as needed engineering services on Capital Improvement Program and land development projects (the "Agreement"); and

WHEREAS, services are needed to augment City staff with the review, design development, award, inspection and construction of the Mast Park Improvements project (CIP 2008-53); and

WHEREAS, the Agreement is set to terminate on October 24, 2016; and

WHEREAS, Dokken Engineering has provided outstanding services to the City for various CIP and land development projects; and

WHEREAS, section 8 of the Agreement, allows the term of the contract to be extended upon written agreement of both parties; and

WHEREAS, an extension to the Agreement will maintain current project schedules for the Mast Park Improvements project (CIP 2008-53); and

WHEREAS, staff recommends City Council authorize the City Manager to execute an amendment to the Agreement to extend the as needed engineering services to the end of the Mast Park Improvements project; and

WHEREAS, \$600,000 allocated for design work for the Mast Park Improvements project is being requested to be accelerated from FY 16-17 to FY 15-16; and

WHEREAS, up to \$308,250 (25%) of the \$1.23 million state Proposition 1 grant awarded for the Mast Park Improvements project will be used for design.

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

SECTION 1: The City Manager is authorized to execute an amendment to the Agreement with Dokken Engineering for as needed engineering services on the Mast Park Improvements project (CIP 2008-53) to the end of said project for an amount not to exceed \$898,360; and

SECTION 2: The acceleration of the allocated \$600,000 for the design work for CIP 2008-53 from for FY 16-17 to FY 15-16 is approved; and

SECTION 3: The Director of Development Services is authorized to negotiate and issue task orders to complete the desired work.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 27th day of April 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

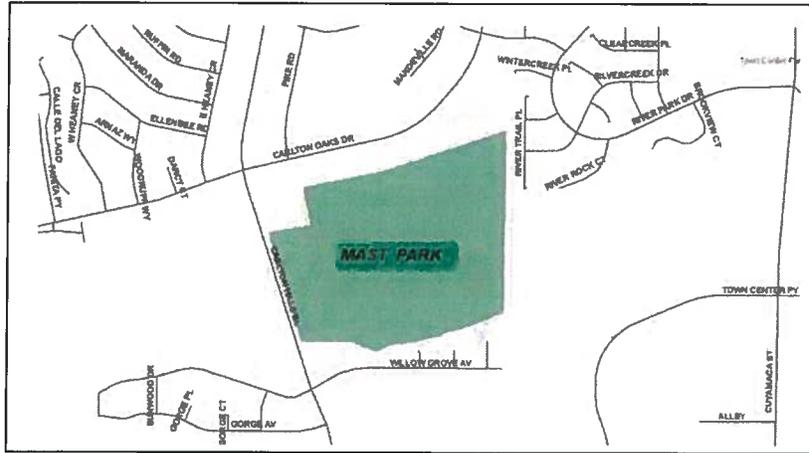
APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Mast Park Improvements CIP 2008-53 • Park Project



Project Location: Mast Park

Description: Refurbish existing facilities, including the restroom, and natural areas at Mast Park, and expand underdeveloped areas within the park to increase public access and usage.

Justification: The Mast Park Master Plan update was adopted in 2012. Over the past several years, Mast Park has experienced an increase in usage but is underutilized. The original plan called for the development of the 58-acre site. To date, only 26.5 acres have been improved. The impacts of new development in this area necessitate the renovation and expansion of Mast Park, including expansion of a multi-use trail; addition of a greenway and blueway system within the park; reestablishment of natural and programmed areas; development of picnic pavilions, tables and benches; a comprehensive signage program; and extensive xeriscaping and landscaping. Renovations include restoration of the pedestrian/hiking/biking and equestrian trails, restroom building, picnic pavilion, parking areas, and related infrastructure. The reclamation project will include the latest design principles such as Crime Prevention Through Environmental Design (CPTED).

Operating Impact: The 58-acre park will require an additional \$150,000 per year for ongoing maintenance.

	Prior Year						
	Expenditures	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total
Expenditures:							
Design/Engineering	\$	-	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
Land Acquisition		-	-	-	-	-	-
Construction		-	-	3,800,000	2,800,000	-	6,600,000
Total	\$	-	\$ 600,000	\$ 3,800,000	\$ 2,800,000	\$ -	\$ 7,200,000
Source of Funds:							
Park-in-Lieu Fees	\$	-	\$ 600,000	\$ 2,900,000	\$ 1,087,600	\$ -	\$ 4,587,600
Public Facilities Fees		-	-	900,000	7,430	-	907,430
Unfunded*		-	-	-	1,704,970	-	1,704,970
Total	\$	-	\$ 600,000	\$ 3,800,000	\$ 2,800,000	\$ -	\$ 7,200,000

* Seeking Grant Funds

City of Santee
COUNCIL AGENDA STATEMENT

6C

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE TWO RESOLUTIONS AUTHORIZING THE TRANSFER OF SURPLUS FUNDS FROM THE CITY HALL FOUNDATION REPAIRS PROJECT (CIP 2013-44) TO COUNCIL CHAMBERS FURNITURE REPLACEMENT (CIP 2016-55) AND TO CUYAMACA STREET PUMP STATIONS PROJECT (CIP 2015-65) TO PURCHASE OFFICE FURNITURE, DECLARING OLD FURNITURE AS SURPLUS, AND FOR THE ELECTRICAL WIRING ASSOCIATED WITH THE CUYAMACA STREET IRRIGATION PUMP STATIONS AND APPROVING AN INCREASE IN CHANGE ORDERS TO GLOBAL POWER INCORPORATED FOR ELECTRICAL WORK

DIRECTOR/DEPARTMENT

Patsy Bell, City Clerk *PB*
Melanie Kush, Development Services *MK*

SUMMARY

The City recently completed foundation work for repairs of cracked slabs in the City Council Chambers – Building 2, Community Services Department Building 6 and Human Resources Department Building 3. On February 10, 2016, the City Council accepted the City Hall Foundation Repairs project as complete. The project had been planned and budgeted in the City's Capital Improvement Program (CIP) under City Hall Foundation Repairs (CIP 2013-44) three years ago. The project was completed under budget due to the fact that the required repairs were not as extensive as originally anticipated and the City received favorable bid prices which were lower than the engineer's estimate. Staff proposes to utilize a portion of the savings to complete two CIP projects: 1) replacement of chairs and tables in the City Council Chamber and 2) the electrical wiring associated with the installation of the irrigation pump stations on Cuyamaca Street.

(Refer to Attachment 1 for more information and budget transfer rationale for the two projects.)

ENVIRONMENTAL REVIEW

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to sections 15061(b)(3), 15378(b)(2), and 15303(e).

FINANCIAL STATEMENT *DL*

General Fund expenditure savings from the City Hall Foundation Repairs (CIP 2013-44) in the amount of \$64,384.98 are available to be transferred to Council Chambers Furniture Replacement (CIP 2016-55) and the Cuyamaca Street Irrigation Pump Stations (CIP 2015-65).

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION *MDB*

Adopt two Resolutions:

1. Authorizing transfer of funds in the amount of \$44,384.98 from City Hall Foundation Repairs (CIP 2013-44) to Council Chambers Furniture Replacement (CIP 2016-55); and
2. Authorizing the purchase of new office furniture from Office Depot Incorporated for an amount not to exceed \$44,384.98, declaring the old furniture as surplus and, direct the sale or donation of the surplus furniture pursuant to SMC 3.32.040; and
3. Authorizing transfer of funds in the amount of \$20,000.00 from City Hall Foundation Repairs (CIP 2013-44) to the Cuyamaca Street Pump Stations (CIP 2015-65); and
4. Approving an increase of \$20,000 in change orders to the contract with Global Power Incorporated for the electrical wiring and installation of the Cuyamaca Street pump and authorizing the Director of Development Services to execute the change orders; and
5. Authorizing the City Manager to execute all necessary documents.

ATTACHMENTS

1. Attachment 1- Project Information 2. Resolutions

Attachment 1 - Project Information

Project One: Chairs and Tables Replacement -- CIP 2016-55

The furnishing of the Council Chamber dates back to 1994 when the City purchased this property for its new City Hall. The 22 year old chairs have held up extremely well, but the material is now faded and badly discolored. Many chairs additionally have stains that cannot be removed and a few chairs are broken. Staff recommends utilizing a portion of the savings from the City Hall Foundation Repairs (CIP 2013-44) to replace and update the tables and chairs in the Council Chamber and Council Chamber Conference room.

Santee Municipal Code 3.24.180 authorizes the City to purchase supplies and equipment from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.110. In December 2014, The Cooperative Purchasing Network (TCPN) conducted a competitive bid process, substantially complying with Santee's Municipal Code, for procurement of a wide variety of office furniture and related business services to be purchased by public agencies on an as-needed basis. Based on the requirements for most responsive responsible bid/proposal (including price) offering the best overall quality and selection of products and services, Office Depot Incorporated was awarded Contract #R142212 for up to a five year term beginning May 1, 2015.

Santee Municipal Code Section 3.24.190 requires City Council approval of all purchases of supplies, materials and equipment exceeding \$20,000. Staff recommends utilizing TCPN Contract #R142212 to purchase office furniture for the City Council Chambers from Office Depot Incorporated for a total amount not to exceed \$44,384.98.

Project Two – Cuyamaca Street Irrigation Pump Stations -- CIP 2015-65

Last July the City Council authorized a bid award for the purchase of two pump stations on Cuyamaca Street near Woodglen Vista Drive, which, when installed and functioning, would replace potable water with recycled water to irrigate streetscape landscaping at a lower cost to the City. Specifically, the project will provide recycled water to the landscape parkways and medians on Cuyamaca Street north of El Nopal Drive reducing the entire City potable water consumption by 32%.

Gas Tax funds were appropriated in the amount of \$56,890.36. At that time, the electrical work associated with the project was anticipated to be performed by the City's public works division, and would call on Global Power Incorporated as needed, to implement the project. (Note: Global Power Incorporated is currently under contract with the City for as needed electrical repair and related maintenance).

Given the financial benefit of operating pumps before this summer, staff is recommending that the City utilize the contract with Global Power Incorporated, to perform all of the work as quickly as possible. This work involves conduit trenching and wiring the system at an estimated cost of \$20,000.

As such, staff requests that City Council authorize a transfer of General Fund expenditure savings in the amount of \$20,000 from City Hall Foundation Repairs (CIP 2013-44) to the Cuyamaca Street Irrigation Pump Stations (CIP 2015-65) to complete additional electrical work required for the project and to authorize an increase in change orders from \$2,112.00 to \$22,112.00, to Global Power Incorporated.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, AUTHORIZING TRANSFER OF SURPLUS FUNDS FROM CITY
HALL FOUNDATION REPAIRS (CIP 2013-44) TO COUNCIL CHAMBERS
FURNITURE REPLACEMENT (CIP 2016-55) FOR PURCHASE OF OFFICE
FURNITURE AND DECLARING OLD FURNITURE AS SURPLUS**

WHEREAS, the City recently completed foundation work for repairs of cracked slabs in the City Council Chambers – Building 2, Community Services Department - Building 6 and Human Resources Department - Building 3; and

WHEREAS, the project had been planned and budgeted in the City's Capital Improvement Program (CIP) under City Hall Foundation Repairs (CIP 2013-44) three years ago. The project was completed and accepted by City Council on February 10, 2016, as complete; and

WHEREAS, the City Hall Foundation Repairs Project came in under budget due to the fact that the required repairs were not as extensive and costly as originally thought and because the City received favorable bid prices lower than the engineer's estimate; and

WHEREAS, the City would like to utilize a portion of General Fund expenditure savings to fund the replacement of 22-year-old chairs and tables in the City Council Chambers; and

WHEREAS, Santee Municipal Code 3.24.180 authorizes the City to purchase supplies and equipment from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.110; and

WHEREAS, in December 2014, the Cooperative Purchasing Network conducted a competitive bid process for procurement of a wide variety of office furniture and related business services to be purchased by public agencies on an as-needed basis. Based on the requirements for most responsive responsible bid/proposal (including price) offering the best overall quality and selection of products and services, Office Depot Incorporated was awarded Contract #R142212 for up to a five year term beginning May 1, 2015; and

WHEREAS, the City can utilize this contract for purchasing replacement tables and chairs in the Council Chamber. A transfer of General Fund expenditure savings in the amount of \$44,384.98 from the City Hall Foundation Repairs CIP 2013-44 to City Council Furniture Replacement CIP 2016-55 is required to purchase the necessary furniture; and

RESOLUTION NO. _____

WHEREAS, this item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(2) (maintenance activities, such as purchases for supplies).

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

1. Authorizes transfer of funds in the amount of \$44,384.98 from City Hall Foundation Repairs CIP #2013-44 to Council Chambers Furniture Replacement CIP #2016-55.
2. Authorizes the purchase of new office furniture from Office Depot Incorporated per TCPN Contract #R142212 for an amount not to exceed \$44,384.98.
3. Declares the old furniture being replaced as surplus upon receipt and acceptance of the new furniture and, directs that the sale or donation of the surplus furniture be done in a manner pursuant to SMC 3.32.040 for disposal of surplus City property.
4. Authorizes the City Manager to execute all necessary documents.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of April 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA, AUTHORIZING TRANSFER OF SURPLUS FUNDS FROM CITY
HALL FOUNDATION REPAIRS (CIP 2013-44) TO THE CUYAMACA STREET
PUMP STATIONS (CIP 2015-65) FOR THE ELECTRICAL WIRING OF THE
CUYAMACA STREET IRRIGATION PUMP STATIONS AND INCREASING
THE CHANGE ORDER AUTHORIZATION FOR THE CONTRACT WITH
GLOBAL POWER INCORPORATED.**

WHEREAS, the City recently completed foundation work for repairs of cracked slabs in the City Council Chambers – Building 2, Community Services Department - Building 6 and Human Resources Department - Building 3; and

WHEREAS, the project had been planned and budgeted in the City's Capital Improvement Program (CIP) under City Hall Foundation Repairs (CIP 2013-44) three years ago. The project was completed and accepted by City Council on February 10, 2016, as complete; and

WHEREAS, the City Hall Foundation Repairs project came in under budget due to the fact that the required repairs were not as extensive and costly as originally contemplated and because the City received favorable bid prices lower than the engineer's estimate; and

WHEREAS, the City would like to utilize a portion of General Fund expenditure savings to fund the electrical wiring of the irrigation pump stations on Cuyamaca Street; and

WHEREAS, City Council authorized the purchase of the irrigation pump stations at the July 22, 2015 meeting in order to provide recycled water to the landscape parkways and medians on Cuyamaca Street north of El Nopal Drive resulting in a reduction in the entire City potable water consumption by 32% for City facilities; and

WHEREAS, to complete the project and to realize the water savings, the transfer of General Fund expenditure savings in the amount of \$20,000 from the City Hall Foundation Repairs (CIP 2013-44) to the Cuyamaca Street Irrigation Pump Stations (CIP 2015-65) is required to complete the necessary electrical work for the project; and

WHEREAS, the City has an existing contract with Global Power Incorporated for electrical repair and maintenance work; and

WHEREAS, Staff recommends that City Council approve an increase of \$20,000 in change orders to the contract with Global Power Incorporated for the electrical wiring and installation of the Cuyamaca Street pumps and authorizing the Director of Development Services to execute the change orders; and

WHEREAS, this item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15303(e) (new construction or conversion of small structures).

RESOLUTION NO. _____

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

1. The transfer of funds in the amount of \$20,000 from City Hall Foundation Repairs CIP 2013-44 to Cuyamaca Street Irrigation Pump Stations CIP 2015-65 is approved.
2. The increase of \$20,000 in change orders, from \$2,112.00 to \$22,112.00, to the contract with Global Power Incorporated for the electrical wiring and installation of the Cuyamaca Street pumps is authorized.
3. The Director of Development Services is authorized to approve construction change orders to Global Power Inc. in a total amount not to exceed \$22,112.00.
4. The City Manager is authorized to execute all necessary documents.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of April 2016, 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

6D

MEETING DATE April 27, 2016

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION TO VACATE AND RELEASE A "LIEN CONTRACT AND AGREEMENT NOT TO CONVEY" AND AUTHORIZE THE CITY MANAGER TO EXECUTE A "COVENANT" NOT TO CONVEY CONDOMINIUM UNITS" FOR THE SUNRIDGE APARTMENTS LOCATED AT 8729 GRAVES AVENUE**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *JK*

SUMMARY In 2006, the City Council approved the conversion of 160 units on Graves Avenue called Sunridge Apartments, owned by M.G. Properties/Sunridge Apartments L.P. Sunridge Apartments L.P. is requesting that the City vacate the "Lien Contract and Agreement Not to Convey" (hereinafter "Contract"), which was recorded on January 2, 2008 in accordance with the City Council's acceptance of the Final Map for the conversion. The "Contract" placed a \$5,385,608 lien on the property to ensure that the physical improvements to the complex set forth in the Tentative Map Resolution 033-2006 and Conditional Use Permit Resolution 034-2006 would be completed prior to the sale of any unit. Building improvements were identified in the 2006 entitlements and incorporated in the "Contract."

The property owner is in the process of selling the property and proposes to replace the Contract with a new "Covenant not to Convey Condominiums" (hereinafter "Covenant"). The Covenant preserves all entitlement conditions, ensures that the necessary building improvements are made in compliance with building codes that will be in effect at the time of permit issuance (conversion obligations), and removes the \$5.4M lien based on 2006 cost estimates for said improvements. Furthermore, advance notification to the Department of Development Services of the intent to submit application for building permits has been added to the "Covenant." The recorded "Covenant" continues to ensure that no units will be sold without completion of the improvements and preserves the City's role in ensuring that conditions of approval are satisfied.

ENVIRONMENTAL REVIEW Environmental review was conducted with the Tentative Map approval.

DG by FB
FINANCIAL STATEMENT The City Fee Schedule allows for full cost recovery of staff time from fees paid by the applicant.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSS*
Adopt Resolution authorizing the City Manager to vacate and release the "Lien Contract and Agreement Not to Convey" and execute a "Covenant Not to Convey Condominium Units."

ATTACHMENTS

Resolution
Resolution Exhibit A: "Covenant Not to Convey Condominium Units"
City Council Staff Report/Resolution 088-2007 dated November 14, 2007
"Lien Contract and Agreement Not to Convey" recorded January 2, 2008

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA TO VACATE AND RELEASE A
LIEN CONTRACT AND AGREEMENT NOT TO CONVEY
AND AUTHORIZE THE CITY MANAGER TO EXECUTE A COVENANT NOT TO
CONVEY CONDOMINIUM UNITS
FOR SUNRIDGE APARTMENTS LOCATED AT 8729 GRAVES AVENUE**

WHEREAS, on May 10, 2006, City Council adopted Resolution No. 033-2006 for the approval of the Sunridge Subdivision Tentative Map TM2005-07 to subdivide 5.447 acres into 160 residential condominium units and Conditional Use Permit Resolution 034-2006; and

WHEREAS, on November 17, 2007, City Council adopted Resolution No. 088-2007 approving the Sunridge Subdivision Final Map and authorizing the City Manager to execute a "Lien Contract and Agreement Not to Convey" to ensure compliance with entitlement requirements; and

WHEREAS, on December 21, 2007, the Sunridge Subdivision Final Map TM2005-07 was filed in the Office of the County Recorder of San Diego County; and

WHEREAS, on January 2, 2008, the Lien Contract and Agreement Not to Convey was recorded; and

WHEREAS, Sunridge Apartments L.P. has submitted a request to the City to vacate and release the Lien Contract and Agreement Not to Convey because it restricts the ability of Sunridge Apartments L.P. to refinance or sell the property; and

WHEREAS, the Covenant Not to Convey Condominium Units, attached hereto as Exhibit A, removes the lien while ensuring that the conditions of approval are satisfied prior to the sale of any unit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the City Manager to vacate and release the Lien Contract and Agreement Not to Convey and execute a Covenant Not to Convey Condominium Units.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 27th day of April 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

RECORDING REQUESTED BY:

City of Santee, California

AFTER RECORDING MAIL TO:

City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1266

ABOVE SPACE FOR RECORDER'S USE

COVENANT NOT TO CONVEY CONDOMINIUM UNITS

**NO RECORDATION FEE REQUIRED; THIS DOCUMENT IS
EXEMPT FROM FEE PURSUANT TO SECTION 6103 OF
THE CALIFORNIA GOVERNMENT CODE.**

DOCUMENTARY TRANSFER TAX DUE \$ 0

Assessor's Parcel No. 384-142-03 Project No. Final Map No. 15664

THIS COVENANT NOT TO CONVEY CONDOMINIUM UNITS ("Agreement"), is made by and between Sunridge Apartments L.P., a California limited partnership, hereinafter referred to as "Developer", and the CITY OF SANTEE, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as "City", on its own behalf and on behalf of future purchasers of condominium units in the Project described below. Developer and the City agree as follows:

1. FACT RECITALS

This Agreement is made with reference to the following facts:

(a) The Property

As of the date of this Agreement, Developer is the fee owner of that certain real property with a total of one hundred and sixty (160) residential units, and various other improvements, located at 8729 Graves Avenue in the City of Santee, County of San Diego, State of California (hereinafter referred to as the "Property" or "Project"). Said Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

(b) Conditions of Approval of Subdivision Map and Planned Unit Development.

Conversion is authorized per City of Santee Resolution Nos. 033- 2006 and 034-2006 and Final Map No. 15664, recorded as Document No. 2007-0787250 ("Map"). However, Developer is not converting the Property to condominiums at this time. Developer shall provide City with not less than ninety (90) days written notice of its intention to convert the Property to condominiums (the "Conversion Notice").

As a condition of approval of the Subdivision Map, the City has required Developer to make those certain improvements to the Property described in the numbered paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" or to provide other security or make other arrangements satisfactory to the City to ensure that such improvements will be made prior to the sale of any units as condominiums. The estimated amount necessary to complete the improvements, at the time of approval of the Map, was \$5,385,608.00, and such amount may be revised to take into account then current expected costs of completing the improvements and applicable building code requirements and ordinances as reasonably determined by the City (such amount, the "Conversion Obligations"). City shall provide Developer with written notice of the amount of the Conversion Obligations (for purposes of Developer's bonding requirements) not more than sixty (60) days following Developer's delivery of the Conversion Notice. Upon receipt of the Conversion Obligations from the City, Developer may choose to pursue the condominium conversion or provide the City a writing rescinding the Conversion Notice. Such rescinding of the Conversion Notice does not preclude Developer from submitting a new Conversion Notice at a later date, which may be subject to updated Conversion Obligations.

(c) Obligation to Improve Generally Bonded

Generally, the City requires developers to post a bond to secure the developer's obligation to make improvements prior to the sale of units as condominiums. Bonding Developer's obligation to make improvements in the amount of the Conversion Obligations before Developer is prepared to conduct the condominium conversion would be expensive due to periodic bond premiums. This expense would ultimately be borne by the purchaser of a condominium unit, if condominiums were to be conveyed. This Agreement is intended to obviate the need for substantial front-end expenditures or the posting of bonds for the Project, while still guaranteeing that required improvements will be made. This Agreement is intended to assure that Developer's obligations to make the improvements listed in the paragraph of the Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" run with the land until satisfied.

(d) Intention of the Parties

It is the express intention of the parties hereto that this Agreement shall prohibit Developer, and Developer's successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project, from conveying through a sale (whether voluntary or involuntary), gift, bequest, devise, or by any other means, title to any one or more individual condominium units in the Project until either all required improvements listed in the paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" have been made or an agreed-to bond in the amount of the Conversion Obligations to ensure such improvements is posted and approved by City. Developer may also process a new Parcel Map for the Property which excludes any entitlement allowing for the existence or creation of condominiums, which will obviate the need for any Bond and extinguish this covenant effective immediately upon recordation of any such new Parcel Map terminating the existence or creation of condominiums. All of the limitations, covenants, conditions, and restrictions contained In this Agreement shall constitute covenants, which shall run with the land and shall be binding on Developer, and Developer's successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project. The restrictions set forth in the numbered paragraph of this Agreement, entitled "RESTRICTION AGAINST CLOSING ESCROW" are made for the benefit of the purchasers of condominium units in the Project, the City, and Developer.

(e) Rights of Developer Not Affected Unless Conversion Notice Submitted by Developer to City and Conversion is Actually Pursued.

The Parties acknowledge that the Property is currently an apartment rental property and that the steps provided in section 1 and 2 of this Agreement are required prior conversion of the property and rental units to condominiums. Absent the conversion of the Property to condominiums, the constraints and restrictions provided herein create no restrictions whatsoever upon the property including Developer's ability to sell, finance, encumber or use the property in any way.

2. RESTRICTION AGAINST CLOSING ESCROW

If Developer chooses to complete the conversion to condominiums pursuant to the Map and other City approvals, Developer shall post a bond in the amount of the Conversion Obligations, which shall not be released, and no escrow shall close, funds shall not be released from escrow, and title shall not be conveyed to the purchaser of any unit in any Project building, until all of the following conditions have been met:

- (a) All improvements have been completed on that building and a Notice of Completion as defined in Civil Code Section 3093 covering all the units of that building has been recorded. The above-referenced improvements consist of:
 - (i) All exterior brick veneer shall be removed and replaced in the same locations with natural color brick veneer. A sample of the brick veneer shall be submitted to the Department of Development Services for review and approval of veneer type and color.
 - (ii) Replace existing roofing with brown or mottled brown concrete tile or faux concrete tile roofing unless such replacement roofing requires structural upgrades to the existing buildings to the satisfaction of the Director of Development Services. A sample of the proposed roofing material shall be submitted to the Director of Development Services for review and approval of material type and color.
 - (iii) Replace all existing windows with double pane windows.
 - (iv) Replace all existing exterior light fixtures on buildings with new decorative light fixtures. All light fixtures shall be designed to reflect light downward, away from any road or street, and away from any adjoining premises, and otherwise conforming to the requirements of Title 17 of the Municipal Code.
 - (v) All exterior wood, stucco, and metal surfaces, including, but not limited to, shutters, trim, eave fascia boards, downspouts and rain gutters, that are damaged shall be repaired or replaced, and repainted to the satisfaction of the Director of Development Services. There shall be a minimum of two exterior color schemes. Each color scheme shall employ different colors and materials for each section a building (delineated by building offsets) and shall have a different roof tile color. A sample of paint and stucco colors shall be provided for review and approval by the Director of Development Services.

- (vi) Remove trellis structures from stairwells and replace with a new decorative feature.
- (vii) A two-story architectural “pop-out” feature at the end of each building including stone veneer, a false balcony and hip/shed roof.
- (viii) An entry roof over first floor doors adjacent to stairwells and a trellis feature above the first floor of the stairwell.
- (ix) False wrought iron balconies for second story windows adjacent to stairwells.
- (x) Without limitation, all of the following shall be removed and replaced with high quality, new items, within the interior of all units: all appliances, cabinets, countertops, light fixtures, ceiling fans, carpeting, linoleum, tile, painting, showers and bathtubs, fixtures. All two-bedroom units shall have a washer and dryer. A typical interior remodel plan shall be provided for review and approval by the Director of Development Services. The plan shall include photographs and materials samples of all proposed interior renovations. All appliances and fixtures shall be energy conserving (e.g. reduced consumption showerheads, water conserving toilets, etc.).
- (xi) Each unit shall be provided with cable television, internet, and telephone service in the living room and each bedroom.
- (xii) Any damaged interior wall and ceiling surfaces shall be repaired and replaced with one-hour fire resistive construction.
- (xiii) All separation walls and floor ceiling assemblies between units shall provide an airborne sound insulation equal to that required to meet a sound transmission class (STC) of 50 (45 if field tested) and all separation floor-ceiling assemblies between separate units shall provide impact sound insulation equal to that required to meet an impact insulation class (IIC) of 50 (45 if field tested.), unless field test results are provided that demonstrate that the project is in accordance with Title 24, California Building Code, Appendix Chapter 35.
- (xiv) Smoke detectors shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke detectors shall derive their primary power from the building wiring and shall be equipped with a battery backup.

- (b) All common facilities including landscaping and all improvements have been completed and a Notice of Completion as defined in Civil Code Section 3093 covering all the foregoing facilities and improvements, has been recorded. The above referenced common facilities improvements consist of:
- (i) A six-foot high decorative masonry block wall on the north and south property lines. A sample of the color and pattern of the decorative wall shall be provided to the Department of Development Services for review and approval.
 - (ii) All air conditioning units shall be replaced with new air conditioning units.
 - (iii) All existing air conditioning unit screening shall be removed and replaced with metal screening that is painted to match the color of the buildings.
 - (iv) Pressure wash the brick material of the entry sign monument and brick columns of the fence along Graves Avenue to eliminate any discoloration.
 - (v) All trash enclosures shall be enclosed with a six-foot high block wall and metal gate, with a trellis cover.
 - (vi) Repaint all retaining walls.
 - (vii) Repair the concrete block retaining wall near Building 9.
 - (viii) Repair cracked concrete sidewalk and a broken piece of concrete slab by the catch basin near the entrance to the laundry room on the east side of Building 2.
 - (ix) Replace all existing common washers and dryers with new washers and dryers.
 - (x) Replace all water heaters that are more than six months old as of the date of this resolution or otherwise damaged with new water heaters.
 - (xi) Stairway handrails shall be added and/or modified to comply with the current edition of the Uniform Building Code as mandated by the state of California; Exception: Handrails located between thirty inches and thirty-four inches above the nosing of treads and landings installed in accordance with the code in effect at the time of construction may be allowed to remain.

- (xii) Any stairways requiring to be reconstructed due to dilapidation or other unsafe conditions shall be rebuilt to current Uniform Building Code requirements. Stairways that are in good condition may remain provided they comply with the code in effect at the time of their construction and they have a minimum run of nine inches and a maximum rise of eight inches and a minimum width of thirty inches.
- (xiii) All 125-volt, single phase, 15 and 20-ampere receptacles installed in bathrooms, within six feet of a kitchen sink or outdoors where there is direct grade level access to a dwelling unit and to the receptacles shall have ground-fault circuit-interrupter protection.
- (xiv) Draftstops complying with the Uniform Building Code as mandated by the state of California shall be installed above and in line with the walls separating individual dwelling units from each other and from other uses.
- (xv) Repair concrete damage at westernmost pool or cover with tile. Replace pool patio furniture with high quality, new furniture.
- (xvi) Replace all rusted or damaged wood fencing with woodcrete and metal fencing with new metal fencing. Repaint all fencing.
- (xvii) Repair and repaint arbor at west pool.
- (xviii) Replace trellis arbor and benches at east pool.
- (xix) Replace tree light fixtures.
- (xx) Repair all noticeable cracking, raised, or otherwise damaged sidewalks on the property.
- (xxi) Add new bark or padding to the tot lot.
- (xxii) Renovate all pool area bathrooms to include, but not limited to, repainting, removal and replacement of existing flooring with tile, replacement of bathroom fixtures, lighting, and baseboard molding.
- (xxiii) Replace mailbox structure and mailboxes.
- (xxiv) Repair all damaged curbs, and repaint fire lanes.

- (xxv) Replace existing tile with new decorative tile, replace barbeques with high quality new barbeques, replace tables with new, high quality tables, and add landscaping and a decorative shade structure in the existing common barbeque/picnic area.
 - (xxvi) Carports sufficient to provide covered parking for at least 160 parking spaces (64.5 percent of total parking). All 84 parking spaces in the two easternmost north-south oriented rows of parking shall be covered by carports. Thirty-nine of the middle two north-south oriented rows or parking shall be covered by carports. Thirty-seven parking spaces in the north-south oriented row of parking that is the second row east of Graves Avenue shall be covered by carports. The carports shall have a flat roof design with support posts that are not wider than four inches and are placed on the striping between spaces. The design and location of the carports shall be reviewed and approved by the Director of Development Services.
 - (xxvii) All damaged wheel stops shall be removed and replaced with new wheel stops.
 - (xxviii) Complete necessary localized repairs/resurfacing to the parking lot and seal-coat and re-stripe the entire parking lot.
- (c) All public improvements required by City Council Resolution Nos. 033-2006 and 034-2006, shall have been completed. City hereby acknowledges that as of the date of this Agreement the remaining public improvements required by said resolutions to be completed are set forth in (i) through (x), below. The above referenced public improvements consist of:
- (i) Exterior of all retaining walls facing a street shall be graffiti-proofed and color coordinated.
 - (ii) All new masonry walls and retaining walls shall be constructed of decorative block.
 - (iii) All wood fences, except for those on the perimeter of the project, shall be replaced with woodcrete fences.
 - (iv) Landscaping shall be in accordance with Section 17.30.020-A of the Santee Zoning Ordinance.
 - (v) All landscape areas where sod, groundcover, shrubs, and trees have either died, are unhealthy, or not thriving shall be planted with new plantings.

- (vi) Irrigation systems shall be designed to minimize water usage.
- (vii) All permanent irrigation shall be installed underground and shall be automatically controlled.
- (viii) Landscaped areas that are planted with trees and/or shrubs, but are not also planted with groundcovers, shall provide a minimum of four inches of bark mulch on the soil surface.
- (ix) Add one tree each to the four landscape fingers at the western end of the two east west driveways.
- (x) Examine entire irrigation system and replace and repair irrigation piping and sprinkler heads and drip system where necessary. Replant all bare landscape areas.

- (d) The improvements enumerated in Paragraph 2(a), 2(b), and 2(c) shall be modified and updated to the extent required to comply with then current building codes and ordinances applicable to the Project, as reasonably determined by the City.
- (e) The statutory period for recordation of all mechanics lien claims on that building and on non-residential building matters has expired, OR, the purchaser is provided a Policy of Title Insurance with an endorsement insuring the purchaser against unrecorded mechanics liens.
- (f) A one over one hundred sixtieth (1/160th) undivided fractional interest to Lot 1 of Sunridge Condominiums has been or is conveyed to the purchaser with title to purchaser's individual condominium unit.
- (g) Escrow Holder has been authorized to record a Release of Covenant in the form attached to the Partial Release and Reconveyance as Exhibit "B" (the "Covenant Release"). City shall deliver to Escrow Holder executed and acknowledged copies of the Covenant Release for each of the Units to Escrow within twenty (20) days following the City's reasonable determination that the improvements listed in Sections 2(a), (b), and (c) have been completed. City will authorize Escrow to record the Covenant Release with respect to the Unit to be conveyed upon confirmation from Escrow Holder that the requirements of Sections 2(d) and (e) will be satisfied concurrent with the transfer of such Unit.

3. POWER TO ENFORCE

In the event Developer, Developer's successors and assigns, or any party having or acquiring any right, title, or interest in or to any part of the Project, sells or attempts to convey title to any condominium unit in the Project (said conveyance to include, but not limited to, a conveyance of title by judicial or trustee's sale) prior to the time all required improvements have been made, the City shall have the right and power to pursue any remedy, legal or equitable, including, but not limited to, injunction or specific performance to enforce the obligations contained in this Agreement.

4. PARTIAL RELEASE AND RECONVEYANCE

Developer and City agree that upon completion of the required improvements on any of the one hundred sixty (160) residential units, and when all other conditions concerning said building listed in paragraph 2 of this Agreement are met, Developer shall be entitled to a reconveyance and release by the City of the restrictions contained in this Agreement on that particular unit. Developer is entitled to said reconveyance and release on a unit-by-unit basis and may select the sequence of the residential units upon which it will complete the improvements.

5. TERMINATION OF RESTRICTION

Upon completion of the improvements listed in the paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" or upon the City's approval and recordation of a new Parcel Map for the Property which removes all entitlements for the creation of condominiums, the City will reconvey to Developer and release any and all restrictions upon the Property created by this Agreement, or any other related Agreement, and this Agreement will terminate. In such event City agrees to execute any and all documentation requested by Developer or any title insurer necessary to release the cloud of this instrument from the title to the Property.

6. CONSIDERATION FOR THIS AGREEMENT

The consideration for this Agreement is the mutual covenants contained herein.

7. AMENDMENT

This Agreement may be amended only by a writing signed by both parties, or the parties' successors or assigns.

8. NOTICES.

Any notice from one party to the other shall be delivered either personally or via United States Mail, postage fully prepaid, addressed to the parties as follows:

To DEVELOPER:
c/o MG Properties Group
10505 Sorrento Valley Road
Suite 300
San Diego, CA 92121
Attn: Mark Gleiberman

To CITY:
City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071
Attn: Patricia Bell

Any notice shall be deemed delivered at the time of personal service or forty-eight (48) hours after the time of deposit in the United States Mail, as the case may be. In the event either party changes its address, the change of address shall be communicated to the other party in the manner set forth in this paragraph.

9. NO ASSUMPTION OF LIABILITY BY CITY

By reason of this Agreement, the City shall not, nor shall any of its officers or employees, be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements referred to herein.

10. ATTORNEYS' FEES

In the event either party shall be required to commence any action or proceeding against the other party by reason of any breach or claimed breach of any provision of this Agreement, or to commence any action or proceeding in any way connected with this Agreement, or to seek a judicial declaration of rights hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's reasonable attorney's fees and costs, whether or not the proceeding or action proceeds to judgment.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous written or oral agreement between the parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter contained in this Agreement that are not fully expressed herein.

12. SUCCESSORS AND ASSIGNS

All of the limitations, covenants, conditions, and restrictions contained in this Agreement shall constitute covenants which shall run with the land and are expressly binding upon Developer, and Developer's successors in interest, whether by inheritance, gift, bequest, devise, sale, voluntary or involuntary conveyance, assignment, or any other method of obtaining title or acquiring any right, title, or interest in or to any part of this Project. This Agreement shall also be binding upon the City, and the City's successors in interest, assigns, and transferees.

13. COUNTERPARTS

This Agreement may be signed in two (2) or more counterparts, each of which shall constitute an original, but both or which together shall constitute one (1) and the same document.

[Signatures on Following Page]

Executed by DEVELOPER this _____ day of _____, 2016.

DEVELOPER
SUNRIDGE APARTMENTS L.P.,
a California limited partnership

CITY OF SANTEE, a municipal
corporation of the State of California

By: Gleiberman Investments, Inc.,
a California corporation,
its General Partner

By: _____
(sign here)

By: _____
Marlene Best
City Manager

(print name here)

(title and organization of
signatory)

Attest: _____
Patricia Bell
City Clerk

By: _____
(sign here)

(print name here)

(title and organization of
signatory)

APPROVED AS TO FORM

Shawn Hagerty
City Attorney

(Proper notary acknowledgment of execution by SUBDIVIDER must be attached.)
(President or vice-president and secretary or assistant secretary must sign for
corporations. If only one-officer signs, the corporation must attach a resolution certified
by the secretary or assistant secretary under corporate seal empowering that officer to
bind the corporation.)

EXHIBIT A

SUNRIDGE PROPERTY

LOCATION: 8729 GRAVES AVENUE, SANTEE CA 92071

PARCEL 1: (APN: 384-142-03)

LOT 1 OF CITY OF SANTEE TM 2005-07 SUNRIDGE APARTMENTS, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15664, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 2007.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR PURPOSES OF INGRESS AND EGRESS OVER THE EASTERLY 20 FEET OF THE WESTERLY 42.90 FEET OF THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF THE "H" AND "O" TRACTS, IN THE RANCHO EL CAJON, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT A CERTAIN POINT LOCATED 15 FEET DUE NORTH OF THE SOUTH LINE OF SAID LOT AND 964.3 FEET WEST OF THE EAST LINE OF SAID LOT AND RUNNING FROM SAID POINT 240 FEET NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE 363 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 240 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR WATER PIPELINE PURPOSES OVER, UNDER, ALONG AND THROUGH THE EASTERLY 3 FEET OF THE WESTERLY 42.90 FEET OF THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF THE "H" AND "O" TRACTS, IN THE RANCHO EL CAJON, ACCORDING TO MAP THEREOF NO. 817; FILED

IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT A CERTAIN POINT LOCATED 15 FEET DUE NORTH OF THE SOUTH LINE OF SAID LOT AND 964.3 FEET WEST OF THE EAST LINE OF SAID LOT AND RUNNING FROM SAID POINT 240 FEET NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 363 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 240 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

EXHIBIT B

RECORDING REQUESTED BY:

City of Santee, California

AFTER RECORDING MAIL TO:

City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1266

ABOVE SPACE FOR RECORDER'S USE

PARTIAL RELEASE AND RECONVEYANCE

**NO RECORDATION FEE REQUIRED; THIS DOCUMENT IS
EXEMPT FROM FEE PURSUANT TO SECTION 6103 OF
THE CALIFORNIA GOVERNMENT CODE.**

DOCUMENTARY TRANSFER TAX DUE \$ 0

Assessor's Parcel No. 384-142-03 Project No. Final Map 15664

Sunridge Apartments L.P., a California limited partnership, hereinafter referred to as "Developer", and the CITY OF SANTEE, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as "City", are parties to that certain Covenant Not to Convey Condominium Units recorded in the Official Records of San Diego County on _____, 2016 as Document No. 2016-_____.

Developer is the fee owner of certain real property with a total of one hundred and sixty (160) residential units, and various other improvements pursuant to Final Map 15664, recorded as Document No. 2007-0787250, located at 8729 Graves Avenue in the City of Santee, County of San Diego, State of California (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated therein.

The Covenant contains certain conditions and improvement obligations (collectively, the "Improvements") that need to be satisfied prior to Developer's sale of each of the individual units, as more particularly set forth in Section 2 of the Covenant. Pursuant to Section 2 of the Covenant, Developer agreed with the City that, should Developer pursue the creation of condominiums, Developer shall post a bond on the Property in an amount necessary to complete the Improvements, the estimated amount of which, per the Covenant, is \$_____.00 (the "Bond Amount").

By its signature below, City hereby confirms and acknowledges that Developer has satisfied its obligations and completed the improvements with respect to Unit No. ____ more particularly described in Exhibit "B" attached hereto and incorporated herein. As such, City hereby fully reconveys and releases and discharges such Unit from the restriction in the Covenant.

Executed by City of Santee, this _____ day of _____, 2016.

CITY OF SANTEE, a municipal
corporation of the State of California

By: _____

City Manager

Attest: _____

City Clerk

EXHIBIT A

SUNRIDGE PROPERTY

LOCATION: 8729 GRAVES AVENUE, SANTEE CA 92071

PARCEL 1: (APN: 384-142-03)

LOT 1 OF CITY OF SANTEE TM 2005-07 SUNRIDGE APARTMENTS, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15664, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 2007.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR PURPOSES OF INGRESS AND EGRESS OVER THE EASTERLY 20 FEET OF THE WESTERLY 42.90 FEET OF THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF THE "H" AND "O" TRACTS, IN THE RANCHO EL CAJON, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT A CERTAIN POINT LOCATED 15 FEET DUE NORTH OF THE SOUTH LINE OF SAID LOT AND 964.3 FEET WEST OF THE EAST LINE OF SAID LOT AND RUNNING FROM SAID POINT 240 FEET NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE 363 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 240 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR WATER PIPELINE PURPOSES OVER, UNDER, ALONG AND THROUGH THE EASTERLY 3 FEET OF THE WESTERLY 42.90 FEET OF THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF THE "H" AND "O" TRACTS, IN THE RANCHO EL CAJON, ACCORDING TO MAP THEREOF NO. 817; FILED

IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, DESCRIBED AS FOLLOWS:

BEGINNING AT A CERTAIN POINT LOCATED 15 FEET DUE NORTH OF THE SOUTH LINE OF SAID LOT AND 964.3 FEET WEST OF THE EAST LINE OF SAID LOT AND RUNNING FROM SAID POINT 240 FEET NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 363 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 240 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

APN: 384-142-03

EXHIBIT B
LEGAL DESCRIPTION OF UNIT

City of Santee
COUNCIL AGENDA STATEMENT

1J

MEETING DATE November 14, 2007

AGENDA ITEM NO.

ITEM TITLE RESOLUTION APPROVING THE FINAL MAP FOR TENTATIVE MAP
2005-07 (SUNRIDGE) LOCATION: 8729 GRAVES AVENUE

DIRECTOR/DEPARTMENT Gary Halbert, Development Services *GH for*

SUMMARY

On May 10, 2006, City Council approved the application to subdivide 5.447 acres into 160 residential condominium units at 8729 Graves Avenue. This item requests City Council approve the Final Map for the Sunridge Subdivision and the associated Lien Contract and Agreement Not to Convey, the Covenant Not to Convey Condominium Units and the associated Subdivision Improvement Agreement.

Securities for this final map are provided by a recorded Lien Contract and Agreement Not to Convey, and the Covenant Not to Convey Condominium Units. These documents will encumber the property and prevent the transfer of ownership of any units without first receiving the written approval from the Director of Development Services. Each unit will be inspected prior to its release to ensure that associated improvements are completed.

The Final Map has been filed with the Department of Development Services and has been found to be technically correct and in substantial conformance with the Tentative Map, the requirements of Resolution No. 033-2006, the Santee Municipal Code and the Subdivision Map Act.

ENVIRONMENTAL REVIEW

Environmental review was conducted with the Tentative Map approval.

FINANCIAL STATEMENT

The City Fee Schedule allows for full cost recovery of staff time from fees paid by the developer.

RECOMMENDATION *GH*

Adopt the attached Resolution approving the Final Map.

ATTACHMENTS (Listed Below)

Resolution
Vicinity Map

RESOLUTION NO. 088 – 2007

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE APPROVING THE FINAL MAP FOR THE SUNRIDGE SUBDIVISION (TM 2005-07)

LOCATION: 8729 GRAVES AVENUE

WHEREAS, on May 10, 2006, City Council adopted Resolution No. 033-2006 for the approval of the Sunridge Subdivision Tentative Map to subdivide 5.447 acres into 160 residential condominium units; and

WHEREAS, the developer M. G. Properties has complied with all provisions of the Tentative Map approval required for recordation of the Final Map; and

WHEREAS, under the direction of the City Engineer the Final Map has been examined and found to be technically correct, in compliance with State law, applicable Municipal Code and in substantial conformance with the approved Tentative Map.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santee does hereby approve the Final Map for Tentative Map 2005-07.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Lien Contract and Agreement Not to Convey, the Covenant Not to Convey Condominium Units, and the Subdivision Improvement Agreement on their behalf and directs the City Clerk to certify approval of the Final Map, the Lien Contract and Agreement Not to Convey, the Covenant Not to Convey Condominium Units, and the associated Subdivision Improvement Agreement and certify rejection or acceptance of all dedications and easements as indicated on the Final Map, and directs staff to submit the map to the County Recorder for recordation.

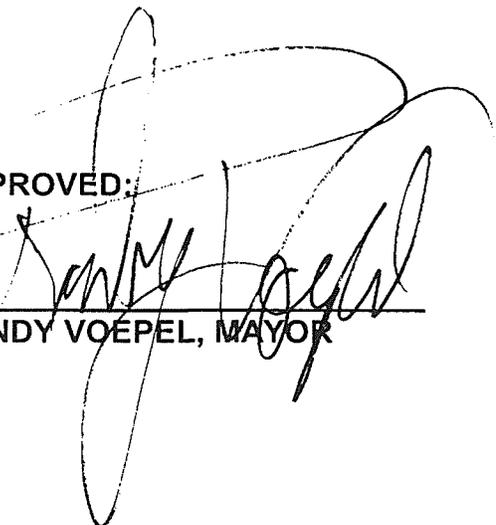
ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 14th day of November 2007 by the following roll call vote to wit:

AYES: DALE, JONES, MINTO, RYAN, VOEPEL

NOES: NONE

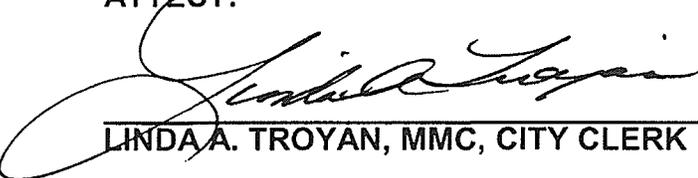
ABSENT: NONE

APPROVED:

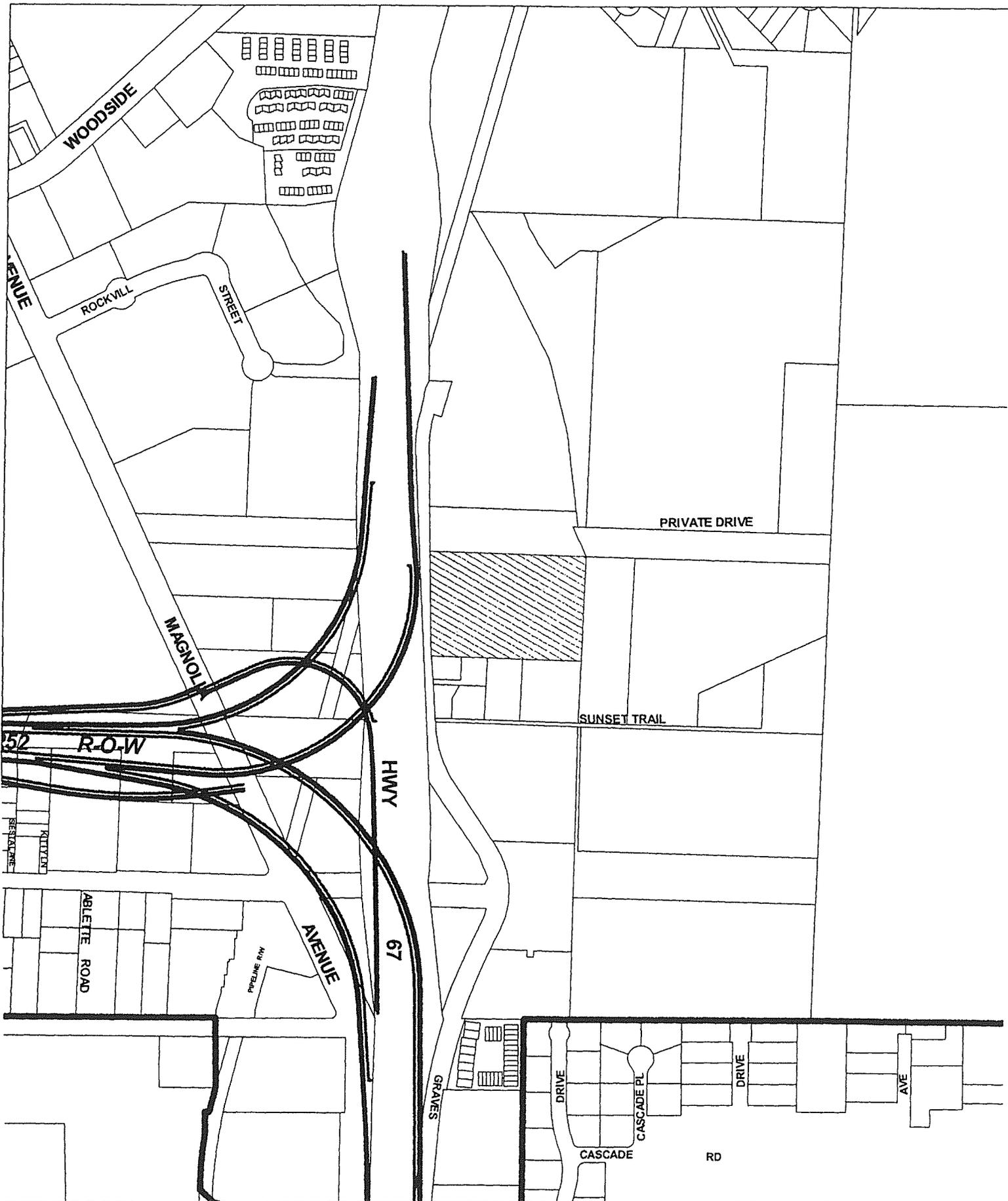


RANDY VOEPEL, MAYOR

ATTEST:



LINDA A. TROYAN, MMC, CITY CLERK



Sunridge
 TM2005-07
 8729 Graves Avenue

240 0 240 480 Feet

1:5769



DOC # 2008-0000832



JAN 02, 2008 11:27 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00 WAYS: 2

PAGES: 42



RECORDING REQUESTED BY:

City of Santee, California

AFTER RECORDING MAIL TO:

City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1268

FB
42P
2W
NF
CON

3939

ABOVE SPACE FOR RECORDER'S USE

LIEN CONTRACT AND AGREEMENT NOT TO CONVEY

NO RECORDATION FEE REQUIRED; THIS DOCUMENT IS
EXEMPT FROM FEE PURSUANT TO SECTION 6103 OF
THE CALIFORNIA GOVERNMENT CODE.

DOCUMENTARY TRANSFER TAX DUE \$ 0

Assessor's Parcel No. 384-142-03 Project No. TM05-07

THIS LIEN CONTRACT AND AGREEMENT NOT TO CONVEY ("Agreement") entered into by and between M. G. Properties, Inc., hereinafter referred to as "Developer", and the CITY OF SANTEE, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as "City", on its own behalf and on behalf of future purchasers of condominium units in the Project described below.;

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. FACT RECITALS

This Agreement is made with reference to the following facts:

(a) The Property

As of the date of this Agreement, Developer is the fee owner of that certain real property with a total of one hundred and sixty (160) residential units, and various other improvements, located at 8729 Graves Avenue in the City of Santee, County of San Diego, State of California (hereinafter referred to as the "Property" or "Project"). The Property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

(b) Conditions of Approval of Tentative Subdivision Map

Conversion is authorized per City of Santee Resolution Nos. 033-2006 and 034-2006. Developer is converting the Property from apartments to a common interest development. As part of this conversion, Developer must process with the applicable governmental authorities a Subdivision Map. As a condition of approval of the Subdivision Map, the City has required Developer to make those certain improvements to the Property described in the numbered paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW", or to provide other security or make other arrangements satisfactory to the City to ensure that such improvements will be made prior to the sale of any units as condominiums.

(c) Obligation to Improve Generally Bonded

Generally, the City requires developers to post a bond to secure the developer's obligation to make improvements prior to the sale of units as condominiums. Bonding Developer's obligation to make improvements would be expensive due to periodic bond premiums and would be difficult to value due to uncertainties in the work to be performed. This expense would ultimately be borne by the

purchaser of a condominium unit. This Agreement is intended to obviate the need for substantial front-end expenditures or the posting of bonds for the Project, while still guaranteeing that required improvements will be made.

(d) Intention of the Parties

It is the intention of the parties that this Agreement will eliminate the need for Developer to bond Developer's obligation to make required improvements prior to the sale of condominium units. By making this Agreement a part of the public record, the parties intend to prohibit the close of escrow for the sale of any unit in the Project until all required improvements have been made.

2. RESTRICTION AGAINST CLOSING ESCROW

No escrow shall close, funds shall not be released from escrow, and title shall not be conveyed to the purchaser of any unit in any Project building, until all of the following conditions and any conditions of approval set forth in City Council Resolutions 033-2006 and 034-2006 have been met:

(a) All improvements described below have been permitted and properly completed on that unit in compliance with the currently existing and duly adopted editions of (1) the Uniform Fire Code, (2) the Uniform Building Code, (3) the Uniform Mechanical Code, (4) the Uniform Plumbing Code, and (5) the National Electric Code, and a Notice of Completion as defined in Civil Code section 3093 covering the unit has been recorded. The above-referenced improvements consist of:

- (i) All exterior brick veneer shall be removed and replaced in the same locations with natural color brick veneer. A sample of the brick veneer shall be submitted to the Department of Development Services for review and approval of veneer type and color.
- (ii) Replace existing roofing with brown or mottled brown concrete tile or faux concrete tile roofing unless such replacement roofing requires structural upgrades to the existing buildings to the satisfaction of the Director of Development Services. A sample of the proposed roofing material shall be submitted to the Director of Development Services for review and approval of material type and color.

- (iii) Replace all existing windows with double pane windows.
- (iv) Replace all existing exterior light fixtures on buildings with new decorative light fixtures. All light fixtures shall be designed to reflect light downward, away from any road or street, and away from any adjoining premises, and otherwise conforming to the requirements of Title 17 of the Municipal Code.
- (v) All exterior wood, stucco, and metal surfaces, including, but not limited to, shutters, trim, eave fascia boards, downspouts and rain gutters, that are damaged shall be repaired or replaced, and repainted to the satisfaction of the Director of Development Services. There shall be a minimum of two exterior color schemes. Each color scheme shall employ different colors and materials for each section a building (delimited by building offsets) and shall have a different roof tile color. A sample of paint and stucco colors shall be provided for review and approval by the Director of Development Services.
- (vi) Remove trellis structures from stairwells and replace with a new decorative feature.
- (vii) A two-story architectural "pop-out" feature at the end of each building including stone veneer, a false balcony and hip/shed roof.
- (viii) An entry roof over first floor doors adjacent to stairwells and a trellis feature above the first floor of the stairwell.
- (ix) False wrought iron balconies for second story windows adjacent to stairwells.
- (x) Without limitation, all of the following shall be removed and replaced with high quality, new items, within the interiors of all units: all appliances, cabinets, countertops, light fixtures, ceiling fans, carpeting, linoleum, tile, painting, showers and bathtubs, fixtures. All two bedroom units shall have a washer and dryer. A typical interior remodel plan shall be provided for review and approval by the

Director of Development Services. The plan shall include photographs and materials samples of all proposed interior renovations. All appliances and fixtures shall be energy conserving (e.g. reduced consumption shower heads, water conserving toilets, etc.).

- (xi) Each unit shall be provided with cable television, internet, and telephone service in the living room and each bedroom.
- (xii) Any damaged interior wall and ceiling surfaces shall be repaired or replaced with one-hour fire resistive construction.
- (xiii) All separation walls and floor ceiling assemblies between units shall provide an airborne sound insulation equal to that required to meet a sound transmission class (STC) of 50 (45 if field tested) and all separation floor-ceiling assemblies between separate units shall provide impact sound insulation equal to that required to meet an impact Insulation class (IIC) of 50 (45 if field tested.), unless field test results are provided that demonstrate that the project is in accordance with Title 24, California Building Code, Appendix Chapter 35.
- (xiv) Smoke detectors shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke detectors shall derive their primary power from the building wiring and shall be equipped with a battery backup.

(b) All common facilities including landscaping and all improvements have been completed and a Notice of Completion as defined in Civil Code Section 3093 covering all the foregoing facilities and improvements, has been recorded. The above-reference common facilities improvements consist of:

- (i) A six foot high decorative masonry block wall on the north and south property lines. A sample of the color and pattern of the decorative wall shall provided be to the Department of Development Services for review and approval.

- (ii) All air conditioning units shall be replaced with new air conditioning units.
- (iii) All existing air conditioning unit screening shall be removed and replaced with metal screening that is painted to match the color of the buildings.
- (iv) Pressure wash the brick material of the entry sign monument and brick columns of the fence along Graves Avenue to eliminate any discoloration.
- (v) All trash enclosures shall be enclosed with a six foot high block wall and metal gate, with a trellis cover.
- (vi) Repaint all retaining walls.
- (vii) Repair the concrete block retaining wall near Building 9.
- (viii) Repair cracked concrete sidewalk and a broken piece of concrete slab by the catch basin near the entrance to the laundry room on the east side of Building 2.
- (ix) Replace all existing common washers and dryers with new washers and dryers.
- (x) Replace all water heaters that are more than six months old as of the date of this resolution or otherwise damaged with new water heaters.
- (xi) Stairway handrails shall be added and/or modified to comply with the current edition of the Uniform Building Code as mandated by the state of California; Exception: Handrails located between thirty inches and thirty-four inches above the nosing of treads and landings installed in accordance with the code in effect at the time of construction may be allowed to remain.
- (xii) Any stairways requiring to be reconstructed due to dilapidation or other unsafe conditions shall be rebuilt to current Uniform Building Code requirements. Stairways that are in good condition may remain provided they comply with the code in effect at the time of their construction and they have a minimum

run of nine inches and a maximum rise of eight inches and a minimum width of thirty inches.

- (xiii) All 125-volt, single phase, 15 and 20-ampere receptacles installed in bathrooms, within six feet of a kitchen sink or outdoors where there is direct grade level access to a dwelling unit and to the receptacles shall have ground-fault circuit-interrupter protection.
- (xiv) Draftstops complying with the Uniform Building Code as mandated by the state of California shall be installed above and in line with the walls separating individual dwelling units from each other and from other uses.
- (xv) Repair concrete damage at westernmost pool or cover with tile. Replace pool patio furniture with high quality, new furniture.
- (xvi) Replace all rusted or damaged wood fencing with woodcrete and metal fencing with new metal fencing. Repaint all fencing.
- (xvii) Repair and repaint arbor at west pool.
- (xviii) Replace trellis arbor and benches at east pool.
- (xix) Replace tree light fixtures.
- (xx) Repair all noticeable cracking, raised, or otherwise damaged sidewalks on the property.
- (xxi) Add new bark or padding to the tot lot.
- (xxii) Renovate all pool area bathrooms to include, but not limited to, repainting, removal and replacement of existing flooring with tile, replacement of bathroom fixtures, lighting, and baseboard molding.
- (xxiii) Replace mailbox structure and mailboxes.
- (xxiv) Repair all damaged curbs, and repaint fire lanes.
- (xxv) Replace existing tile with new decorative tile, replace barbeques with high quality new barbeques, replace tables with new, high quality tables, and add

landscaping and a decorative shade structure in the existing common barbeque/picnic area.

(xxvi) Carports sufficient to provide covered parking for at least 160 parking spaces (64.5 percent of total parking). All 84 parking spaces in the two easternmost north-south oriented rows of parking shall be covered by carports. Thirty-nine of the middle two north-south oriented rows of parking shall be covered by carports. Thirty-seven parking spaces in the north-south oriented row of parking that is the second row east of Graves Avenue shall be covered by carports. The carports shall have a flat roof design with support posts that are not wider than four inches and are placed on the striping between spaces. The design and location of the carports shall be reviewed and approved by the Director of Development Services.

(xxvii) All damaged wheel stops shall be removed and replaced with new wheel stops.

(xxviii) Complete necessary localized repairs/resurfacing to the parking lot and seal-coat and re-stripe the entire parking lot.

(c) All public improvements required by City Council Resolution Nos. 033-2006 and 034-2006, shall have been completed. City hereby acknowledges that as of the date of this Agreement the remaining public improvements required by said resolutions to be completed are set forth in (i) through (x), below. The above-referenced public improvements consist of:

- (i) Exterior of all retaining walls facing a street shall be graffiti-proofed and color coordinated.
- (ii) All new masonry walls and retaining walls shall be constructed of decorative block.
- (iii) All wood fences, except for those on the perimeter of the project, shall be replaced with woodcrete fences.
- (iv) Landscaping shall be in accordance with Section 17.30.020-A of the Santee Zoning Ordinance.

- (v) All landscape areas where sod, groundcover, shrubs, and trees have either died, are unhealthy, or not thriving shall be planted with new plantings.
- (vi) Irrigation systems shall be designed to minimize water usage.
- (vii) All permanent irrigation shall be installed underground and shall be automatically controlled.
- (viii) Landscaped areas that are planted with trees and/or shrubs, but are not also planted with groundcovers, shall provide a minimum of four inches of bark mulch on the soil surface.
- (ix) Add one tree each to the four landscape fingers at the western end of the two east west driveways.
- (x) Examine entire irrigation system and replace and repair irrigation piping and sprinkler heads and drip system where necessary. Replant all bare landscape areas.

(d) The statutory period for recordation of all mechanics lien claims on that building and on non-residential building matters has expired, OR, the purchaser is provided a Policy of Title Insurance with an endorsement insuring the purchaser against unrecorded mechanics liens.

(e) A one over one hundred sixtieth (1/160th) undivided fractional interest to Lot 1 of Sunridge Condominiums in the City of Santee has been or is conveyed to the purchaser with title to purchaser's individual condominium unit.

(f) Escrow Holder has been authorized to record a Partial Release and Reconveyance in the form attached hereto as Exhibit "C" (the "Lien Release"). City shall deliver to Escrow Holder executed and acknowledged copies of the Lien Release for each of the Units to Escrow within twenty (20) days following the City's reasonable determination that the improvements listed in Sections 2(a), (b), and (c) have been completed. City will authorize Escrow to record the Lien Release with respect to the Unit to be conveyed upon confirmation from Escrow Holder that the requirements of Sections 2(d) and (e) will be satisfied concurrent with the transfer of such Unit.

3. ESCROW CONDITION

Developer agrees that any escrow instructions used by Developer in the sale of any units in a Project building shall require as a condition to close of Escrow that the conditions described in Sections 2(a), (b), and (c) have been satisfied and the Lien of this Agreement be released.

4. LIEN

City agrees that the purpose of this Agreement is to make the provisions of the numbered paragraphs of this Agreement entitled "RESTRICTION AGAINST CLOSING OF ESCROW" and "ESCROW CONDITION" a matter of public record, and to assure that the improvements listed in those paragraphs are completed before the sale of any condominium units within the Project; that for the faithful performance of the promises and covenants herein contained, Developer hereby grants to City a lien upon the Property in such amount as is necessary to complete said Improvements. Said lien shall be increased or decreased so as to equal the actual amount necessary to complete said improvements as it is the specific intent of the parties that this lien is for the actual cost of completing the improvements set forth in the numbered paragraphs of this Agreement entitled "RESTRICTION AGAINST CLOSING OF ESCROW" and "ESCROW CONDITION". As of the date of this Agreement, the estimated cost of completion of the improvements is Five Million, Three Hundred Eighty Five Thousand, Six Hundred Eight Dollars, and No Cents (\$5,385,608.00). In the event Developer, his/her/its successors, heirs, assigns, or transferees fail to install and construct said improvements in the manner specified herein, Developer agrees that the City may pursue any remedy, legal or equitable (including those specifically referred to herein), for the foreclosure of said lien.

5. DEVELOPER'S RIGHT TO ENCUMBER THE PROPERTY

City understands that Developer may desire to encumber further, to transfer, or to alienate all or part of the Property. In such event, City agrees to sign any and all documents requested by Developer including, but not limited to, a subordination agreement subordinating the priority of this instrument to any and all liens given for the repayment of monetary obligations, to effectuate any alienation, assignment, or further encumbrance of the Property.

6. SUBORDINATION AGREEMENT

By the delivery and acceptance of this Agreement, Developer, and City, for themselves and on behalf of their respective heirs, executors, successors and assigns, agree as follows:

(a) This Agreement and the lien created hereby secure the performance of the obligations referred to in the paragraphs of this Agreement entitled "RESTRICTION AGAINST CLOSING OF ESCROW" and "ESCROW CONDITION."

(b) City agrees to subordinate the priority of this Agreement and the lien created hereby to one or more deeds of trust meeting the qualifications set forth below and to deliver to such lender as Developer may specify, specific written subordination agreements and/or other related instruments and documents which may be reasonably required to effect the subordination of the City's lien.

(1) Upon written request from Developer, City shall subordinate the lien created hereby to any deeds of trust delivered or to be delivered by Developer to any federally or state chartered bank, national banking association, savings and loan institution, insurance company, pension and profit sharing plan, mortgage company, or other lender; so long as said deeds of trust each secure an indebtedness:

(i) The principal balance of which is not more than \$5,385,608.00; and

(ii) the principal balance of which is payable in not more than forty (40) years; and

(iii) which carries a rate of interest not in excess of four percent (4%) plus the prime lending rate of the Bank in effect at the time the indebtedness is secured.

(c) Further details of the financing transaction between developer and any institutional lender shall be determined by negotiations between Developer and the institutional lender. City shall not participate in such negotiations to any extent. City shall be furnished with a copy of any loan agreement between Developer and the lender forthwith upon the execution thereof.

7. PARTIAL RELEASE AND RECONVEYANCE

Developer and City agree that upon completion of the required improvements on any of the one hundred sixty (160) residential units, and when all other conditions concerning said unit listed in paragraph 2 are met, Developer shall be entitled to a reconveyance and release by City of its lien on that particular residential unit. Developer is entitled to said reconveyance and release on a unit-by-unit basis and may select the sequence of the residential units upon which it will complete the improvements.

8. TERMINATION OF AGREEMENT

Upon completion of the improvements listed in the paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING OF ESCROW" City will reconvey to Developer and release any and all liens upon the property created by this Agreement, and this Agreement will terminate. In such event City agrees to execute any and all documentation requested by Developer or any title insurer necessary to release the cloud of this instrument from title to the Property.

9. VIOLATION OF AGREEMENT

Developer acknowledges and agrees that under existing circumstances, any sale of units within the project without first complying with the conditions of approval contained in Resolution Nos. 033-2006 and 034-2006 of the City Council of the City of Santee, or in violation of this Agreement would be considered by City to be illegal and violative of the Subdivision Map Act (Government Code Section 66499.30) and the ordinances of the City of Santee (Santee Mun. Code Section 16.20.060 et seq.).

10. CONSIDERATION FOR THIS AGREEMENT

The consideration for this Agreement is the mutual covenants contained herein.

11. FURTHER ASSURANCES

As further assurance that Developer, or Developer's successors and assigns, shall be bound to perform the covenants contained herein, Developer agrees to execute and record in the Office of the County Recorder of San Diego County that certain "Covenant Not To Convey Condominium Units," a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. Each party

to this Agreement shall perform any further acts and sign and deliver any further documents reasonably necessary to carry out the provisions of this Agreement.

12. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

13. NOTICES

Any notice from one party to the other shall be delivered either personally or via United States Mail, postage fully prepaid, addressed to the parties as follows:

To DEVELOPER:

MG Properties
10505 Sorrento Valley Road
Suite 300
San Diego, CA 92121
Attn: Justin Smith

To CITY:

City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071
Attn: Linda A. Troyan, MMC

Any notice shall be deemed delivered at the time of personal service or forty-eight (48) hours after the time of deposit in the United States Mail, as the case may be. In the event either party changes its address, the change of address shall be communicated to the other party in the manner set forth in this paragraph.

14. NO ASSUMPTION OF LIABILITY BY CITY

By reason of this Agreement, the City shall not, nor shall any of its officers or employees, be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements referred to herein.

15. ATTORNEYS' FEES

In the event either party shall be required to commence any action or proceeding against the other party by reason of any breach or claimed breach of any provision of this Agreement, or to commence any action or proceeding in any way connected with this Agreement, or to seek a judicial declaration of rights hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's reasonable attorney's fees and costs, whether or not the proceeding or action proceeds to judgment.

16. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto contains the entire agreement of the parties and supersedes any prior or contemporaneous written or oral agreement between the parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter contained in this Agreement that are not fully expressed herein.

17. SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the parties and the respective successors in interest, assigns, and transferees of the parties.

18. COUNTERPARTS

This Agreement may be signed in two (2) or more counterparts, each of which shall constitute an original, but both or which together shall constitute one (1) and the same document.

Executed by DEVELOPER this 16 day of October, 2007.

SUBDIVIDER:
M. G. PROPERTIES

CITY OF SANTEE, a municipal
corporation of the State of California

By: [Signature]
(sign here)

By: [Signature]
Keith Till
City Manager

Mark Gliberman
(print name here)

President, MG Properties
(title and organization of signatory)

Attest: [Signature]
Linda A. Troyan, MMC
City Clerk

By: [Signature]
(sign here)

Mark Gliberman
(print name here)

Secretary, MG Properties
(title and organization of signatory)

APPROVED AS TO FORM

[Signature]
Shawn Hagerty
City Attorney

(Proper notary acknowledgment of execution by SUBDIVIDER must be attached.)

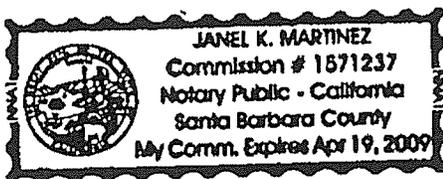
(President or vice-president and secretary or assistant secretary must sign for corporations. If only one-officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On October 16, 2007 before me, Janel K Martinez, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark Gliberman
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Janel K Martinez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant Not to Convey Condominium Units

Document Date: _____ Number of Pages: _____

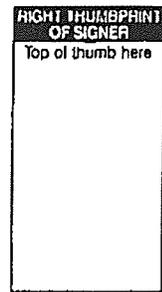
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



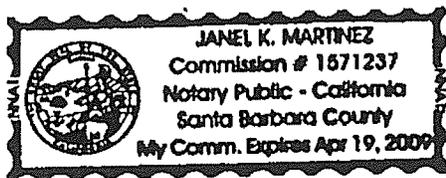
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On Sept. 20, 2007 before me, Janel K Martinez, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark Gleiberman
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janel K Martinez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lien Contract and Agreement Not to Convey

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



EXHIBIT A**SUNRIDGE PROPERTY****LOCATION: 8729 GRAVES AVENUE, SANTEE CA 92071**

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF "H" AND "O" TRACTS OF RANCHO EL CAJON, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, LYING WEST OF A LINE THAT IS PARALLEL WITH AND DISTANT OF 924.81 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF SAID LOT, NORTH OF A LINE THAT IS PARALLEL WITH AND DISTANT 255.00 FEET AT RIGHT ANGLES NORTHERLY FROM THE SOUTHERLY LINE OF SAID LOT AND EAST OF A LINE THAT IS PARALLEL WITH AND DISTANT 1502.08 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF SAID LOT; TOGETHER WITH THAT PORTION OF SAID LOT 8, SAID PORTION BEING A PORTION OF GRAVES AVENUE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY LINE OF RELINQUISHMENT MAP NO. 14723, STATE HIGHWAY MAP NO. 43, A COPY OF SAID MAP IS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT LYING NORTH 88 DEGREES 31 MINUTES 58 SECONDS EAST, 151.03 FEET FROM THE STATION 140+21.04 IN "B" LINE AS SHOWN ON SAID MAP; THENCE NORTH 01 DEGREES 18 MINUTES 09 SECONDS EAST, 40.73 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 01 DEGREES 28 MINUTES 02 SECONDS WEST, 366.22 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE ALONG SAID LINE SOUTH 88 DEGREES 38 MINUTES 32 SECONDS EAST, 17.70 FEET; THENCE LEAVING SAID LINE SOUTH 01 DEGREES 18 MINUTES 11 SECONDS WEST, 365.77 FEET TO SAID TRUE POINT OF BEGINNING.

APN: 384-142-03

3956

EXHIBIT B
COVENANT NOT TO CONVEY CONDOMINIUM UNITS

3957

RECORDING REQUESTED BY:

City of Santee, California

AFTER RECORDING MAIL TO:

City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1266

ABOVE SPACE FOR RECORDER'S USE

COVENANT NOT TO CONVEY CONDOMINIUM UNITS

NO RECORDATION FEE REQUIRED; THIS DOCUMENT IS
EXEMPT FROM FEE PURSUANT TO SECTION 6103 OF
THE CALIFORNIA GOVERNMENT CODE.

DOCUMENTARY TRANSFER TAX DUE \$ 0

Assessor's Parcel No. 384-142-03 Project No. TM05-07

THIS COVENANT NOT TO CONVEY CONDOMINIUM UNITS ("Agreement"), is made by and between M. G. Properties, Inc., hereinafter referred to as "Developer", and the CITY OF SANTEE, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as "City", on its own behalf and on behalf of future purchasers of condominium units in the Project described below. Developer and the City agree as follows:

1. FACT RECITALS

This Agreement is made with reference to the following facts:

(a) The Property

As of the date of this Agreement, Developer is the fee owner of that certain real property with a total of one hundred and sixty (160) residential units, and various other improvements, located at 8729 Graves Avenue in the City of Santee, County of San Diego, State of California (hereinafter referred to as the "Property" or "Project"). Said Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

(b) The Lien Contract

As of the date of this Agreement, the City is the obligee of that certain Lien Contract and Agreement Not To Convey ("Lien Contract") filed in the Office of the Country Recorder on _____, _____, at File/Page No. _____. Under said Lien Contract, the City is granted a security interest in the Property.

(c) Conditions of Approval of Tentative Subdivision Map and Planned Unit Development.

Conversion is authorized per City of Santee Resolution Nos. 033-2006 and 034-2006. Developer is converting the Property to condominiums. As part of this conversion, Developer must process a Subdivision Map with the City of Santee.

As a condition of approval of the Subdivision Map, the City has required Developer to make those certain improvements to the Property described in the numbered paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" or to provide other security or make other arrangements satisfactory to the City to ensure that such improvements will be made prior to the sale of any units as condominiums.

(d) Obligation to Improve Generally Bonded

Generally, the City requires developers to post a bond to secure the developer's obligation to make improvements prior to the sale of units as condominiums. Bonding Developer's obligation to make improvements would be expensive due to periodic bond premiums and would be difficult to value due to uncertainties in the work to be performed. This expense would ultimately be borne by the purchaser of a condominium unit. The Lien Contract is intended to obviate the need for substantial front-end expenditures or the posting of bonds for the Project, while still guaranteeing that required improvements will be made. The City is concerned that the Lien Contract may not be binding upon Developer's successors in interest, should any successor in interest obtain title to the Property by virtue of a conveyance as the consequence of a judicial or trustee's sale of the Property resulting from Developer's, or any of Developer's successors in interest, default on an obligation superior in the chain of title to the City's interest. This Agreement is intended to assure that Developer's obligations to make the improvements listed in the paragraph of the Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" run with the land until satisfied.

(e) Intention of the Parties

It is the express intention of the parties hereto that this Agreement shall prohibit Developer, and Developer's successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project, from conveying through a sale (whether voluntary or involuntary), gift, bequest, devise, or by any other means, title to any condominium unit in the Project until either all required improvements listed in the paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" have been made. All of the limitations, covenants, conditions, and restrictions contained in this Agreement shall constitute covenants, which shall run with the land and shall be binding on Developer, and Developer's successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project. The restrictions set forth in the numbered paragraph of this Agreement, entitled "RESTRICTION AGAINST CLOSING ESCROW" are made for the benefit of the purchasers of condominium units in the Project, the City, and Developer.

2. RESTRICTION AGAINST CLOSING ESCROW

No escrow shall close, funds shall not be released from escrow, and title shall not be conveyed to the purchaser of any unit in any Project building, until all of the following conditions have been met:

(a) All improvements have been completed on that building and a Notice of Completion as defined in Civil Code Section 3093 covering all the units of that building has been recorded. The above-referenced improvements consist of:

- (i) All exterior brick veneer shall be removed and replaced in the same locations with natural color brick veneer. A sample of the brick veneer shall be submitted to the Department of Development Services for review and approval of veneer type and color.
- (ii) Replace existing roofing with brown or mottled brown concrete tile or faux concrete tile roofing unless such replacement roofing requires structural upgrades to the existing buildings to the satisfaction of the Director of Development Services. A sample of the proposed roofing material shall be submitted to the Director of Development Services for review and approval of material type and color.
- (iii) Replace all existing windows with double pane windows.
- (iv) Replace all existing exterior light fixtures on buildings with new decorative light fixtures. All light fixtures shall be designed to reflect light downward, away from any road or street, and away from any adjoining premises, and otherwise conforming to the requirements of Title 17 of the Municipal Code.
- (v) All exterior wood, stucco, and metal surfaces, including, but not limited to, shutters, trim, eave fascia boards, downspouts and rain gutters, that are damaged shall be repaired or replaced, and repainted to the satisfaction of the Director of Development Services. There shall be a minimum of two exterior color schemes. Each color scheme shall employ different colors and materials for each section a

building (delineated by building offsets) and shall have a different roof tile color. A sample of paint and stucco colors shall be provided for review and approval by the Director of Development Services.

- (vi) Remove trellis structures from stairwells and replace with a new decorative feature.
- (vii) A two-story architectural "pop-out" feature at the end of each building including stone veneer, a false balcony and hip/shed roof.
- (viii) An entry roof over first floor doors adjacent to stairwells and a trellis feature above the first floor of the stairwell.
- (ix) False wrought iron balconies for second story windows adjacent to stairwells.
- (x) Without limitation, all of the following shall be removed and replaced with high quality, new items, within the interiors of all units: all appliances, cabinets, countertops, light fixtures, ceiling fans, carpeting, linoleum, tile, painting, showers and bathtubs, fixtures. All two-bedroom units shall have a washer and dryer. A typical interior remodel plan shall be provided for review and approval by the Director of Development Services. The plan shall include photographs and materials samples of all proposed interior renovations. All appliances and fixtures shall be energy conserving (e.g. reduced consumption showerheads, water conserving toilets, etc.).
- (xi) Each unit shall be provided with cable television, internet, and telephone service in the living room and each bedroom.
- (xii) Any damaged interior wall and ceiling surfaces shall be repaired or replaced with one-hour fire resistive construction.
- (xiii) All separation walls and floor ceiling assemblies between units shall provide an airborne sound insulation equal to that required to meet a sound transmission class (STC) of 50 (45 if field tested) and all separation floor-ceiling assemblies between

separate units shall provide impact sound insulation equal to that required to meet an impact insulation class (IIC) of 50 (45 if field tested.), unless field test results are provided that demonstrate that the project is in accordance with Title 24, California Building Code, Appendix Chapter 35.

- (xiv) Smoke detectors shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke detectors shall derive their primary power from the building wiring and shall be equipped with a battery backup.

(b) All common facilities including landscaping and all improvements have been completed and a Notice of Completion as defined in Civil Code Section 3093 covering all the foregoing facilities and improvements, has been recorded. The above-reference common facilities improvements consist of:

- (i) A six-foot high decorative masonry block wall on the north and south property lines. A sample of the color and pattern of the decorative wall shall provided be to the Department of Development Services for review and approval.
- (ii) All air conditioning units shall be replaced with new air conditioning units.
- (iii) All existing air conditioning unit screening shall be removed and replaced with metal screening that is painted to match the color of the buildings.
- (iv) Pressure wash the brick material of the entry sign monument and brick columns of the fence along Graves Avenue to eliminate any discoloration.
- (v) All trash enclosures shall be enclosed with a six-foot high block wall and metal gate, with a trellis cover.
- (vi) Repaint all retaining walls.
- (vii) Repair the concrete block retaining wall near Building 9.

- (viii) Repair cracked concrete sidewalk and a broken piece of concrete slab by the catch basin near the entrance to the laundry room on the east side of Building 2.
- (ix) Replace all existing common washers and dryers with new washers and dryers.
- (x) Replace all water heaters that are more than six months old as of the date of this resolution or otherwise damaged with new water heaters.
- (xi) Stairway handrails shall be added and/or modified to comply with the current edition of the Uniform Building Code as mandated by the state of California; Exception: Handrails located between thirty inches and thirty-four inches above the nosing of treads and landings installed in accordance with the code in effect at the time of construction may be allowed to remain.
- (xii) Any stairways requiring to be reconstructed due to dilapidation or other unsafe conditions shall be rebuilt to current Uniform Building Code requirements. Stairways that are in good condition may remain provided they comply with the code in effect at the time of their construction and they have a minimum run of nine inches and a maximum rise of eight inches and a minimum width of thirty inches.
- (xiii) All 125-volt, single phase, 15 and 20-ampere receptacles installed in bathrooms, within six feet of a kitchen sink or outdoors where there is direct grade level access to a dwelling unit and to the receptacles shall have ground-fault circuit-interrupter protection.
- (xiv) Draftstops complying with the Uniform Building Code as mandated by the state of California shall be installed above and in line with the walls separating individual dwelling units from each other and from other uses.
- (xv) Repair concrete damage at westernmost pool or cover with tile. Replace pool patio furniture with high quality, new furniture.

- (xvi) Replace all rusted or damaged wood fencing with woodcrete and metal fencing with new metal fencing. Repaint all fencing.
- (xvii) Repair and repaint arbor at west pool.
- (xviii) Replace trellis arbor and benches at east pool.
- (xix) Replace tree light fixtures.
- (xx) Repair all noticeable cracking, raised, or otherwise damaged sidewalks on the property.
- (xxi) Add new bark or padding to the tot lot.
- (xxii) Renovate all pool area bathrooms to include, but not limited to, repainting, removal and replacement of existing flooring with tile, replacement of bathroom fixtures, lighting, and baseboard molding.
- (xxiii) Replace mailbox structure and mailboxes.
- (xxiv) Repair all damaged curbs, and repaint fire lanes.
- (xxv) Replace existing tile with new decorative tile, replace barbeques with high quality new barbeques, replace tables with new, high quality tables, and add landscaping and a decorative shade structure in the existing common barbeque/picnic area.
- (xxvi) Carports sufficient to provide covered parking for at least 160 parking spaces (64.5 percent of total parking). All 84 parking spaces in the two easternmost north-south oriented rows of parking shall be covered by carports. Thirty-nine of the middle two north-south oriented rows of parking shall be covered by carports. Thirty-seven parking spaces in the north-south oriented row of parking that is the second row east of Graves Avenue shall be covered by carports. The carports shall have a flat roof design with support posts that are not wider than four inches and are placed on the striping between spaces. The design and location of the carports shall be reviewed and approved by the Director of Development Services.

(xxvii) All damaged wheel stops shall be removed and replaced with new wheel stops.

(xxviii) Complete necessary localized repairs/resurfacing to the parking lot and seal-coat and re-stripe the entire parking lot.

(c) All public improvements required by City Council Resolution Nos. 033-2006 and 034-2006, shall have been completed. City hereby acknowledges that as of the date of this Agreement the remaining public improvements required by said resolutions to be completed are set forth in (i) through (x), below. The above-referenced public improvements consist of:

- (i) Exterior of all retaining walls facing a street shall be graffiti-proofed and color coordinated.
- (ii) All new masonry walls and retaining walls shall be constructed of decorative block.
- (iii) All wood fences, except for those on the perimeter of the project, shall be replaced with woodcrete fences.
- (iv) Landscaping shall be in accordance with Section 17.30.020-A of the Santee Zoning Ordinance.
- (v) All landscape areas where sod, groundcover, shrubs, and trees have either died, are unhealthy, or not thriving shall be planted with new plantings.
- (vi) Irrigation systems shall be designed to minimize water usage.
- (vii) All permanent irrigation shall be installed underground and shall be automatically controlled.
- (viii) Landscaped areas that are planted with trees and/or shrubs, but are not also planted with groundcovers, shall provide a minimum of four inches of bark mulch on the soil surface.
- (ix) Add one tree each to the four landscape fingers at the western end of the two east west driveways.
- (x) Examine entire irrigation system and replace and repair irrigation piping and sprinkler heads and drip

system where necessary. Replant all bare landscape areas.

(d) The statutory period for recordation of all mechanics lien claims on that building and on non-residential building matters has expired, OR, the purchaser is provided a Policy of Title Insurance with an endorsement insuring the purchaser against unrecorded mechanics liens; and

(e) A one over one hundred sixtieth (1/160th) undivided fractional interest to Lot 1 of Sunridge Condominiums has been or is conveyed to the purchaser with title to purchaser's individual condominium unit.

(f) Escrow Holder has been authorized to record a Release of Lien in the form attached to the Partial Release and Reconveyance as Exhibit "C" (the "Lien Release"). City shall deliver to Escrow Holder executed and acknowledged copies of the Lien Release for each of the Units to Escrow within twenty (20) days following the City's reasonable determination that the improvements listed in Sections 2(a), (b), and (c) have been completed. City will authorize Escrow to record the Lien Release with respect to the Unit to be conveyed upon confirmation from Escrow Holder that the requirements of Sections 2(d) and (e) will be satisfied concurrent with the transfer of such Unit.

3. POWER TO ENFORCE

In the event Developer, Developer's successors and assigns, or any party having or acquiring any right, title, or interest in or to any part of the Project, sells or attempts to convey title to any condominium unit in the Project (said conveyance to include, but not limited to, a conveyance of title by judicial or trustee's sale) prior to the time all required improvements have been made, the City shall have the right and power to pursue any remedy, legal or equitable, including, but not limited to, injunction or specific performance to enforce the obligations contained in this Agreement.

4. PARTIAL RELEASE AND RECONVEYANCE

Developer and City agree that upon completion of the required improvements on any of the one hundred sixty (160) residential units, and when all other conditions concerning said building listed in paragraph 2 of this Agreement are met, Developer shall be entitled to a reconveyance and release by the City of the

restrictions contained in this Agreement on that particular unit. Developer is entitled to said reconveyance and release on a unit-by-unit basis and may select the sequence of the residential units upon which it will complete the improvements.

5. TERMINATION OF RESTRICTION

Upon completion of the improvements listed in the paragraph of this Agreement entitled "RESTRICTION AGAINST CLOSING ESCROW" the City will reconvey to Developer and release any and all restrictions upon the property created by this Agreement, the Lien Contract or any other related Agreement, and this Agreement will terminate. In such event City agrees to execute any and all documentation requested by Developer or any title insurer necessary to release the cloud of this instrument from the title to the Property.

6. CONSIDERATION FOR THIS AGREEMENT

The consideration for this Agreement is the mutual covenants contained herein.

7. AMENDMENT

This Agreement may be amended only by a writing signed by both parties, or the parties' successors or assigns.

8. NOTICES

Any notice from one party to the other shall be delivered either personally or via United States Mail, postage fully prepaid, addressed to the parties as follows:

To DEVELOPER:
MG Properties
10505 Sorrento Valley Road
Suite 300
San Diego, CA 92121
Attn: Justin Smith

To CITY:
City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071
Attn: Linda A. Troyan, MMC

Any notice shall be deemed delivered at the time of personal service or forty-eight (48) hours after the time of deposit in the United States Mail, as the case may be. In the event either party changes its address, the change of address shall be communicated to the other party in the manner set forth in this paragraph.

9. NO ASSUMPTION OF LIABILITY BY CITY

By reason of this Agreement, the City shall not, nor shall any of its officers or employees, be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements referred to herein.

10. ATTORNEYS' FEES

In the event either party shall be required to commence any action or proceeding against the other party by reason of any breach or claimed breach of any provision of this Agreement, or to commence any action or proceeding in any way connected with this Agreement, or to seek a judicial declaration of rights hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's reasonable attorney's fees and costs, whether or not the proceeding or action proceeds to judgment.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous written or oral agreement between the parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter contained in this Agreement that are not fully expressed herein.

12. SUCCESSORS AND ASSIGNS

All of the limitations, covenants, conditions, and restrictions contained in this Agreement shall constitute covenants which shall run with the land and are expressly binding upon Developer, and Developer's successors in interest, whether by inheritance, gift, bequest, devise, sale, voluntary or involuntary conveyance, assignment, or any other method of obtaining title or acquiring any right, title, or interest in or to any part of this Project. This Agreement shall also be binding upon the City, and the City's successors in interest, assigns, and transferees.

13. COUNTERPARTS

This Agreement may be signed in two (2) or more counterparts, each of which shall constitute an original, but both or which together shall constitute one (1) and the same document.

Executed by DEVELOPER this 16 day of October, 2007.

SUBDIVIDER:
M. G. PROPERTIES

CITY OF SANTEE, a municipal
corporation of the State of California

By: [Signature]
(sign here)

By: [Signature]
Keith Till
City Manager

Mark Gliberman
(print name here)

President, MG Properties
(title and organization of signatory)

Attest: [Signature]
Linda A. Troyan, MMC
City Clerk

By: [Signature]
(sign here)

Mark Gliberman
(print name here)

Secretary, MG Properties
(title and organization of signatory)

APPROVED AS TO FORM

[Signature]
Shawn Hagerty
City Attorney

(Proper notary acknowledgment of execution by SUBDIVIDER must be attached.)

(President or vice-president and secretary or assistant secretary must sign for corporations. If only one-officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

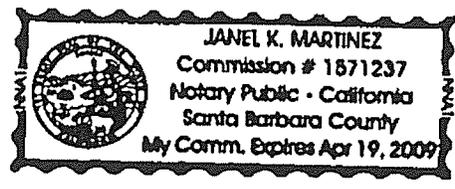
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On October 16, 2007 before me, Janel K Martinez, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark Gleberman
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Janel K Martinez
Signature of Notary Public

OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant Not to Convey Condominium Units
Document Date: _____ Number of Pages: _____

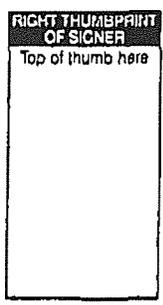
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

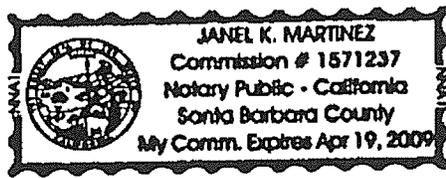


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On Sept. 20, 2007 before me Janel K. Martinez, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark Gleiberman
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Janel K. Martinez
Signature of Notary Public

OPTIONAL

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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

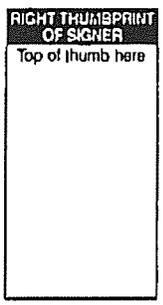


EXHIBIT A**SUNRIDGE PROPERTY****LOCATION: 8729 GRAVES AVENUE, SANTEE CA 92071**

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF "H" AND "O" TRACTS OF RANCHO EL CAJON, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, LYING WEST OF A LINE THAT IS PARALLEL WITH AND DISTANT OF 924.81 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF SAID LOT, NORTH OF A LINE THAT IS PARALLEL WITH AND DISTANT 255.00 FEET AT RIGHT ANGLES NORTHERLY FROM THE SOUTHERLY LINE OF SAID LOT AND EAST OF A LINE THAT IS PARALLEL WITH AND DISTANT 1502.08 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF SAID LOT; TOGETHER WITH THAT PORTION OF SAID LOT 8, SAID PORTION BEING A PORTION OF GRAVES AVENUE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY LINE OF RELINQUISHMENT MAP NO. 14723, STATE HIGHWAY MAP NO. 43, A COPY OF SAID MAP IS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT LYING NORTH 88 DEGREES 31 MINUTES 58 SECONDS EAST, 151.03 FEET FROM THE STATION 140+21.04 IN "B" LINE AS SHOWN ON SAID MAP; THENCE NORTH 01 DEGREES 18 MINUTES 09 SECONDS EAST, 40.73 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 01 DEGREES 28 MINUTES 02 SECONDS WEST, 366.22 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE ALONG SAID LINE SOUTH 88 DEGREES 38 MINUTES 32 SECONDS EAST, 17.70 FEET; THENCE LEAVING SAID LINE SOUTH 01 DEGREES 18 MINUTES 11 SECONDS WEST, 365.77 FEET TO SAID TRUE POINT OF BEGINNING.

APN: 384-142-03

EXHIBIT C
PARTIAL RELEASE AND RECONVEYANCE

RECORDING REQUESTED BY:

City of Santee, California

AFTER RECORDING MAIL TO:

City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1266

ABOVE SPACE FOR RECORDER'S USE

PARTIAL RELEASE AND RECONVEYANCE

NO RECORDATION FEE REQUIRED; THIS DOCUMENT IS
EXEMPT FROM FEE PURSUANT TO SECTION 6103 OF
THE CALIFORNIA GOVERNMENT CODE.

DOCUMENTARY TRANSFER TAX DUE \$ 0

Assessor's Parcel No. 384-142-03 Project No. TM05-07

M. G. Properties, Inc., hereinafter referred to as "Developer", and the CITY OF SANTEE, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as "City", are parties to that certain Lien Contract and Agreement Not to Convey dated _____, 2007 and recorded in the Official Records of San Diego County on _____, 2007 as Document No. 2007-_____ (the "Lien Contract") and that certain Covenant Not to Convey Condominium Units recorded in the Official Records of San Diego County on _____, 2007 as Document No. 2007-_____ (the "Covenant").

Developer is the fee owner of certain real property with a total of one hundred and sixty (160) residential units, and various other improvements, located at 8729 Graves Avenue in the City of Santee, County of San Diego, State of California (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein.

The Lien Contract and the Covenant contain certain conditions and improvement obligations (collectively, the "Improvements") that need to be satisfied prior to Developer's sale of each of the individual units, as more particularly set forth in Section 2 of the Lien Contract and Section 2 of the Covenant. Pursuant to Section 4 of the Lien Contract, Developer granted to City a lien upon the Property in an amount necessary to complete the Improvements the estimated amount of which, per the Lien Contract, is \$5,385,608.00 (the "Lien").

By its signature below, City hereby confirms and acknowledges that Developer has satisfied its obligations and completed the Improvements with respect to Unit No. __ more particularly described in Exhibit "B" attached hereto and incorporated herein. As such, City hereby fully reconveys and releases and discharges such Unit from the Lien.

Executed by the City of Santee, this ____ day of _____, 2007.

CITY OF SANTEE, a municipal
corporation of the State of California

By: _____
Gary Halbert
Deputy City Manager
Development Services Director

Attest: _____
Linda A. Troyan, MMC
City Clerk

EXHIBIT A**SUNRIDGE PROPERTY
LOCATION: 8729 GRAVES AVENUE, SANTEE CA 92071**

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE SUBDIVISION OF "H" AND "O" TRACTS OF RANCHO EL CAJON, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 817, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1896, LYING WEST OF A LINE THAT IS PARALLEL WITH AND DISTANT OF 924.81 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF SAID LOT, NORTH OF A LINE THAT IS PARALLEL WITH AND DISTANT 255.00 FEET AT RIGHT ANGLES NORTHERLY FROM THE SOUTHERLY LINE OF SAID LOT AND EAST OF A LINE THAT IS PARALLEL WITH AND DISTANT 1502.08 FEET AT RIGHT ANGLES WESTERLY FROM THE EASTERLY LINE OF SAID LOT; TOGETHER WITH THAT PORTION OF SAID LOT 8, SAID PORTION BEING A PORTION OF GRAVES AVENUE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY LINE OF RELINQUISHMENT MAP NO. 14723, STATE HIGHWAY MAP NO. 43, A COPY OF SAID MAP IS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT LYING NORTH 88 DEGREES 31 MINUTES 58 SECONDS EAST, 151.03 FEET FROM THE STATION 140+21.04 IN "B" LINE AS SHOWN ON SAID MAP; THENCE NORTH 01 DEGREES 18 MINUTES 09 SECONDS EAST, 40.73 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 01 DEGREES 28 MINUTES 02 SECONDS WEST, 366.22 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE ALONG SAID LINE SOUTH 88 DEGREES 38 MINUTES 32 SECONDS EAST, 17.70 FEET; THENCE LEAVING SAID LINE SOUTH 01 DEGREES 18 MINUTES 11 SECONDS WEST, 365.77 FEET TO SAID TRUE POINT OF BEGINNING.

APN: 384-142-03

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3979

EXHIBIT "B"

LEGAL DESCRIPTION OF UNIT