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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**

**February 25, 2015
7:00 PM**

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

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

ADJOURNMENT IN MEMORY: [Ronald Pennock](#)

PRESENTATION: [San Diego County Regional Airport Authority Board Member Report](#)

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 Payment of Demands as presented.](#)**
- (C) [Approval of the expenditure of \\$113,373.04 for January 2015 legal services and related costs, and the appropriation of funds.](#)**
- (D) [Adoption of a Resolution accepting the Bus Shelter Project \(CIP 2011-30\) as complete and direct City Clerk to file a Notice of Completion.](#)**

2. PUBLIC HEARINGS:

- (A) Continued Public Hearing to assess community development needs and to allocate Program Year 2015 Community Development Block Grant (CDBG) funding. (Continued from 2/11/15)**

Recommendation:

1. Re-open, conduct and close the Public Hearing; and
2. Direct staff to publish a summary of the Annual Action Plan; and
3. Adopt the Resolution for Program Year 2015 CDBG funds.

3. ORDINANCES (First Reading): None

4. CITY COUNCIL ITEMS AND REPORTS:

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) Resolution authorizing execution of a Partial Assignment and Assumption Agreement for design files associated with the Riverview Office Park Public Improvements with Ryan Companies US, Incorporated. (CIP 2013-55)**

Recommendation:

Adopt the Resolution authorizing the City Manager to execute the Partial Assignment and Assumption Agreement with Ryan Companies US, Incorporated.

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:

- (A) Adoption of a Resolution of the Community Development Commission Successor Agency approving the Recognized Obligation Payment**

Schedule for the period from July 1, 2015 to December 31, 2015. (ROPS 15-16A)

Recommendation:

Adopt the Resolution approving Recognized Obligation Payment Schedule.

(B) Transfer of redevelopment tax allocation bond proceeds from the Prospect Avenue enhancements project to the Riverview Public Improvements project.

Recommendation:

Authorize the transfer of an amount not to exceed \$200,000 of redevelopment tax allocation bond proceeds from the Prospect Avenue Enhancements project to the Riverview Public Improvements project.

10. **SANTEE PUBLIC FINANCING AUTHORITY:** None

11. **CITY ATTORNEY REPORTS:**

12. **CLOSED SESSION:**

(A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Gov. Code section 54956.9(d)(1)

Name of Case: Santee Firefighters Association v. City of Santee, Case No. LA-CE-919-M

(B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Gov. Code section 54956.9(d)(2)

Significant Exposure to Litigation: One case

13. **ADJOURNMENT:**



Feb	05	SPARC	Conf Room Building 6
Feb	09	Community Oriented Policing Committee	Council Chamber
Feb	11	City Council Meeting	Council Chamber
Feb	25	City Council Meeting	Council Chamber
Mar	05	SPARC	Conf Room Building 6
Mar	09	Community Oriented Policing Committee	Council Chamber
Mar	11	City Council Meeting	Council Chamber
Mar	19	Manufactured Home Fair Practices Commission	Council Chamber
Mar	25	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 } 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 Resolution 61-2003 on <u>February 20, 2015</u> at <u>4:30 p.m.</u>	
_____ Signature	_____ Date

City of Santee
COUNCIL AGENDA STATEMENT

ADJ

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE ADJOURNMENT IN MEMORY: RONALD PENNOCK

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

Tonight's meeting will be adjourned in memory of Ronald Pennock.

Ronald Pennock passed away peacefully at his home on February 14, 2015. He was 71 years old. Born in Rochester, New York on January 12, 1944, he moved with his family to El Cajon when he was 9 years old.

Ron was the longtime chairman of the East County Construction Council and had served on several boards and committees for the County of San Diego, the cities of El Cajon, La Mesa and Santee as well as SANDAG and the Grossmont Union High School District. Pennock had also served on the governmental affairs committees of the Building Industry Association, East County Association of Realtors and East County Chamber of Commerce.

Ron served on the San Diego Police Department for 9 years. He then worked in the Title Insurance business for 38 years. He was affiliated with many clubs and organizations throughout East County. He loved coaching youth sports including: basketball, football, baseball, soccer, and wrestling. Ron was active in the Church of Jesus Christ of Latter Day Saints and especially enjoyed serving as a Public Affairs Director for 18 years.

He is survived by his wife of 52 years Bonnie, and his 3 sons: Ron (married to Lynn) of Temecula, Jim (married to Deanna) of San Marcos, Jerry (married to Melissa) of Lindon, UT, and 16 grandchildren.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION Adjourn in memory of Ronald Pennock. ✓

ATTACHMENTS (Listed Below)

Certificate of Adjournment.

In Deepest Sympathy

The Santee City Council This Day Adjourned In Memory of

Ron Pennock

February 25, 2015

Mayor Randy Voepel

Vice Mayor John W. Minto

Council Member Rob McNeelis

Council Member Jack E. Dale

Council Member Ronn Hall



City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE PRESENTATION: SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY BOARD MEMBER REPORT

DIRECTOR/DEPARTMENT Randy Voepel, Mayor

SUMMARY

East County's representative to the San Diego Regional Airport Authority, Lemon Grove Mayor Mary Sessom, will give a short presentation on what is happening at the Airport Authority.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓

Note and file.

ATTACHMENTS (Listed Below)

None

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE February 25, 2015 **AGENDA ITEM NO.**

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT *tm*

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

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *AD*

Approval of the payment of demands as presented.

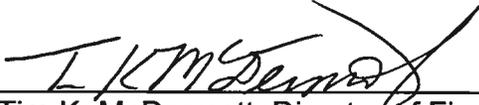
ATTACHMENTS (Listed Below)

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

Payment of Demands
Summary of Payments Issued

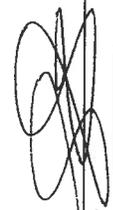
<u>Date</u>	<u>Description</u>	<u>Amount</u>
01/26/15	Accounts Payable	\$ 1,698,475.29
01/27/15	Accounts Payable	88,015.54
02/01/15	Retiree Medical	4,914.00
02/04/15	Accounts Payable	168,384.59
02/05/15	Payroll	279,781.74
02/05/15	Accounts Payable	325,982.53
02/12/15	Accounts Payable	<u>19,993.31</u>
	TOTAL	<u>\$ 2,585,547.00</u>

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



Tim K. McDermott, Director of Finance

Bank code : ubgen		Vendor		Invoice	PO #	Description/Account	Amount	
Voucher	Date							
453	1/22/2015	10401	US BANK TRUST	180121167365C		DEBT SERVICE LRB 2005	181,427.47	
						Total :	181,427.47	
454	1/23/2015	10401	US BANK TRUST	180121167365B		DEBT SERVICE TAB 2011B	200,562.26	
						Total :	200,562.26	
455	1/23/2015	10401	US BANK TRUST	180121167365D		DEBT SERVICE TAB 2005	402,390.52	
						Total :	402,390.52	
456	1/23/2015	10401	US BANK TRUST	180121167365A		DEBT SERVICE TAB 2011A	821,750.74	
						Total :	821,750.74	
457	1/23/2015	10402	BANK OF NEW YORK MELLON	8900606738		CDBG SECTION 108 LOAN PYMT	8,764.00	
						Total :	8,764.00	
66177	1/26/2015	10955	DEPARTMENT OF THE TREASURY	PPE 01/14/15		FEDERAL WITHHOLDING TAX	64,796.93	
						Total :	64,796.93	
66210	1/26/2015	10956	FRANCHISE TAX BOARD	PPE 01/14/15		CA STATE TAX WITHHELD	18,783.37	
						Total :	18,783.37	
7 Vouchers for bank code : ubgen							Bank total :	1,698,475.29
7 Vouchers in this report							Total vouchers :	1,698,475.29

Prepared by: 
 Date: 2/2/2015
 Approved by: 
 Date: 2-2-15

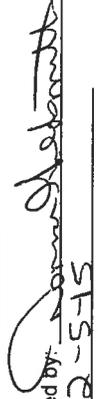
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
458	1/27/2015	11485 SOURCEPOINT	AR169681		TOWN CTR/ RIVERVIEW PKWY	88,015.54
Total :						88,015.54
Bank total :						88,015.54
Total vouchers :						88,015.54

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Prepared by: 
Date: 02/05/2015

Approved by: 
Date: 2-5-15

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107811	2/4/2015	10003 A & B SAW & LAWNMOWER SHOP	24078	50743	MOTOR MOUNTS	60.26
Total :						60.26
107812	2/4/2015	11859 AIRGAS USA LLC	9035004705		SAFETY EQUIPMENT	266.72
Total :						266.72
107813	2/4/2015	10014 ASAP ENGRAVERS	35809	50718	NAME BADGES	132.59
Total :						132.59
107814	2/4/2015	10412 AT&T	000004807075		TELEPHONE	1,465.56
Total :						1,465.56
107815	2/4/2015	10293 AUTO ZONE INC	3347108858	50722	VEHICLE SUPPLIES	125.68
Total :						125.68
107816	2/4/2015	11654 BERRYDUNN	348371	50835	IT MASTER PLAN	8,055.00
Total :						8,055.00
107817	2/4/2015	10021 BOUND TREE MEDICAL LLC	81654364	50724	EMS SUPPLIES	367.87
			81654365	50724	EMS SUPPLIES	5.84
			81654366	50724	EMS SUPPLIES	32.24
			81655922	50725	PHARMACEUTICALS	31.14
			81655923	50725	PHARMACEUTICALS	36.33
			81655924	50724	EMS SUPPLIES	115.04
			81655925	50725	PHARMACEUTICALS	55.20
			81657553	50725	PHARMACEUTICALS	142.28
			81659126	50725	PHARMACEUTICALS	8.06
			81659127	50725	PHARMACEUTICALS	8.06
			81660313	50725	PHARMACEUTICALS	15.32
Total :						817.38
107818	2/4/2015	10876 CANON SOLUTIONS AMERICA INC	988379238	50719	PLOTTER MAINT & USAGE	50.37
Total :						50.37
107819	2/4/2015	11893 CARMENA, JONNA	SPP1403S		REFUNDABLE SECURITY	1,000.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107819	2/4/2015	11893 CARMENA, JONNA				
			(Continued)			
107820	2/4/2015	10299 CARQUEST AUTO PARTS	11107-261626	50727	VEHICLE SUPPLIES	237.01
					Total :	237.01
107821	2/4/2015	10032 CINTAS CORPORATION #694	694790442	50815	UNIFORM/PARTS CLEANER RNTL	59.43
					Total :	59.43
107822	2/4/2015	11040 CIRCULATE SAN DIEGO	22	50314	SAFE ROUTES TO SCHOOL PLAN	1,852.81
					Total :	1,852.81
107823	2/4/2015	10035 COMPETITIVE METALS INC	173248	50767	METAL FOR LIGHT CAGES	47.34
			173549	50767	METAL FOR LIGHT CAGES	5.23
			174474	50767	METAL FOR LIGHT CAGES	41.04
					Total :	93.61
107824	2/4/2015	10608 CRISIS HOUSE	12312014	50906	CDBG SUBRECIPIENT REIMB	230.44
					Total :	230.44
107825	2/4/2015	10142 CSA SAN DIEGO COUNTY	273	50909	CDBG SUBRECIPIENT REIMB	1,045.45
					Total :	1,045.45
107826	2/4/2015	11168 CTE INC CLARK TELECOM AND	00002178	50875	STREET LIGHT REPAIRS	289.36
			00002179	50875	DIG ALERT MARKOUTS	617.95
			00002180	50875	STREET LIGHT MAINTENANCE	491.66
					Total :	1,398.97
107827	2/4/2015	10595 CUTTER'S EDGE INDUSTRIES INC	010615-1	50730	EQUIPMENT MAINTENANCE	308.82
			010715-3	50730	EQUIPMENT MAINTENANCE	35.17
					Total :	343.99
107828	2/4/2015	10045 DIAMOND ENVIRONMENTAL SERVICES	0000319722	50886	PORTABLE TOILET RENTAL	17.50
			0000319723	50886	PORTABLE TOILET RENTAL	118.00
			0000319724	50886	PORTABLE TOILET RENTAL	118.00
			0000335675	50886	PORTABLE TOILET SERVICE	17.50
			0000335676	50886	PORTABLE TOILET RENTAL	118.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107828	2/4/2015	10045 10045 DIAMOND ENVIRONMENTAL				389.00
107829	2/4/2015	11295 DOKKEN ENGINEERING	28445		ENGINEERING DESIGN SERVICES	15,272.08
107830	2/4/2015	11895 EARTH MANAGEMENT	N2007-037		REFUNDABLE SECURITY	1,000.00
107831	2/4/2015	10053 EL CAJON PLUMBING & HEATING	274709	50770	PLUMBING SUPPLIES	148.28
			274863	50770	PLUMBING SUPPLIES	226.33
107832	2/4/2015	10054 ELDERHELP OF SAN DIEGO	12312014	50908	CDBG SUBRECIPIENT REIMB	825.00
107833	2/4/2015	10057 ESGIL CORPORATION	1/19/15-1/23/15		SHARE OF FEES	10,549.52
107834	2/4/2015	10251 FEDERAL EXPRESS	2-915-77310		SHIPPING CHARGES	24.26
107835	2/4/2015	11881 GOODAN, CHRIS	01272015		CLASS A LICENSE FEE	71.00
107836	2/4/2015	10256 HOME DEPOT CREDIT SERVICES	3022996	50818	STATION SUPPLIES	18.44
			3023006	50818	STATION SUPPLIES	10.71
			7154924	50818	STATION SUPPLIES	6.44
			8154910	50818	STATION SUPPLIES	19.31
107837	2/4/2015	10198 HYDRO SCAPE PRODUCTS	8449628-00	50956	IRRIGATION SUPPLIES	2,627.81
107838	2/4/2015	11179 JOHN M AND LORNA B NICKOLS	APN 384-190-19 (2)		PROSPECT AVE ROW	2,861.50
107839	2/4/2015	10151 KONICA MINOLTA BUSINESS	9001067129	50739	COPIES 12/03-01/02, 2015	35.43
					Total :	15,272.08
					Total :	1,000.00
					Total :	825.00
					Total :	10,549.52
					Total :	24.26
					Total :	71.00
					Total :	54.90
					Total :	2,627.81
					Total :	2,861.50

(Continued)

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107839	2/4/2015	10151 KONICA MINOLTA BUSINESS	(Continued) 9001082488	50708	COPIER MAINT & USAGE	132.00
					Total :	167.43
107840	2/4/2015	10538 MEALS ON WHEELS	12312014	50911	CDBG SUBRECIPIENT REIMB	1,392.50
					Total :	1,392.50
107841	2/4/2015	10079 MEDICO PROFESSIONAL	1551785	50869	MEDICAL LINEN SERVICE	22.47
			1551786	50869	MEDICAL LINEN SERVICE	13.93
					Total :	36.40
107842	2/4/2015	11245 MICHAEL J AND ADELE M BARRACK,	APN 384-190-19 (1)		PROSPECT AVE ROW	2,861.50
					Total :	2,861.50
107843	2/4/2015	10084 NALCO CAL-WATER LLC	62538	50865	DEIONIZED WATER	75.00
					Total :	75.00
107844	2/4/2015	10241 JAN SHERAR	01302015		PETTY CASH REIMBURSEMENT	81.81
					Total :	81.81
107845	2/4/2015	11891 PRINTER REPAIR DEPOT	20664		HP PLOTTER REPAIRS	562.12
					Total :	562.12
107846	2/4/2015	11248 RAMONA PAVING & CONSTRUCTION	CIP2010-06		RETENTION RELEASE	95,321.85
					Total :	95,321.85
107847	2/4/2015	10606 S.D. COUNTY SHERIFF'S DEPT.	01072015		CAL-ID PROGRAM COSTS	6,150.00
					Total :	6,150.00
107848	2/4/2015	10702 SANTEE SANTAS FOUNDATION INC	12312014	50913	CDBG REIMBURSEMENT	5,510.00
					Total :	5,510.00
107849	2/4/2015	10768 SANTEE SCHOOL DISTRICT	7162	50843	SHARED WATER/SEWER COST	1,131.86
					Total :	1,131.86
107850	2/4/2015	10217 STAPLES ADVANTAGE	3252756538	50716	OFFICE SUPPLIES	197.60
			3253439274	50700	OFFICE SUPPLIES	54.90

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107850	2/4/2015	10217 STAPLES ADVANTAGE	(Continued) 3253517626 3253517627 3253517628	50872 50872 50798	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	27.33 51.02 58.36 389.21
107851	2/4/2015	10027 STATE OF CALIFORNIA	075873		FINGERPRINTING COSTS	128.00 128.00
107852	2/4/2015	10119 STEVEN SMITH LANDSCAPE INC	29444 29448	50883 50883	LANDSCAPE SERVICES LANDSCAPE SERVICES	110.00 80.50 190.50
107853	2/4/2015	10572 SUNBELT RENTALS INC	49692483-001	50828	MINI EXCAVATOR RENTAL	410.71 410.71
107854	2/4/2015	10316 TCB EMBROIDERY	11477		UNIFORM SHIRTS	372.60 372.60
107855	2/4/2015	10158 THE SOCO GROUP INC	CL30999	50927	FLEET CARD FUELING	968.30 968.30
107856	2/4/2015	11882 THOMPSON, ZANE	01282015		CLASS A LICENSE FEE	71.00 71.00
107857	2/4/2015	11819 THRIFTY OIL CO	N2011-123		REFUNDABLE SECURITY	500.00 500.00
107858	2/4/2015	10550 UNIFORMS PLUS INC	37604 37605	50789 50789	UNIFORM JACKET BC UNIFORM ALTERATION	254.64 172.04 426.68
107859	2/4/2015	10331 HDS WHITE CAP CONST SUPPLY	10002805407 10002885167	50844 50844	RAIN GEAR LEATHER KNEEPADS	152.58 61.89 214.47
107860	2/4/2015	10318 ZOLL MEDICAL CORPORATION	2199364	50802	EMS SUPPLIES	137.70

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107860	2/4/2015	10318	ZOLL MEDICAL CORPORATION		(Continued)	137.70
50 Vouchers for bank code : ubgen						Bank total : 168,384.59
50 Vouchers in this report						Total vouchers : 168,384.59
Total :						137.70

Prepared by: 
Date: 02/05/2015

Approved by: 
Date: 2-5-15

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107861	2/5/2015	10208 ANTHEM BLUE CROSS	000480802B		EMPLOYEE ASSISTANCE PROGRAM	253.08
					Total :	253.08
107862	2/5/2015	10350 ASSURANT EMPLOYEE BENEFITS	February 2015		DENTAL INSURANCE	7,619.83
107863	2/5/2015	10334 CHLIC	February 2015		HEALTH INSURANCE	7,619.83
					Total :	159,224.78
107864	2/5/2015	10844 FRANCHISE TAX BOARD	PPE 01/28/15		WITHHOLDING ORDER	110.00
107865	2/5/2015	10779 NATIONAL BENEFIT SERVICES LLC	PPE 01/28/15		FLEXIBLE SPENDING ACCOUNT	1,890.82
107866	2/5/2015	10353 PERS	01 15 4		RETIREMENT PAYMENT	116,670.27
					Total :	116,670.27
107867	2/5/2015	10785 RELIANCE STANDARD LIFE	February 2015		VOLUNTARY LIFE INSURANCE	1,520.07
					Total :	1,520.07
107868	2/5/2015	10424 SANTEE FIREFIGHTERS	PPE 01/28/15		DENTAL/DUES/PEC/BC EXPENSES	4,862.49
					Total :	4,862.49
107869	2/5/2015	10776 STATE OF CALIFORNIA	PPE 01/28/15		WITHHOLDING ORDER	319.38
107870	2/5/2015	10001 US BANK	PPE 01/28/15		PARS RETIREMENT	621.86
					Total :	621.86
107871	2/5/2015	10959 VANTAGE TRANSFER AGENT/457	PPE 01/28/15		ICMA - 457	25,994.34
					Total :	25,994.34
107872	2/5/2015	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 01/28/15		RETIREE HEALTH SAVINGS ACCOUNT	6,895.61
					Total :	6,895.61

Bank code : ubgen

Voucher Date Vendor Invoice PO # Description Amount

12 Vouchers for bank code : ubgen

Bank total : 325,982.53

12 Vouchers in this report

Total vouchers : 325,982.53

Prepared by: 
Date: 02/05/2015
Approved by: 
Date: 2-5-15

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107919	2/12/2015	10001 US BANK	00000002		TCCPE STORAGE BUILDING KEYS	13.61
			000036		MEETING SUPPLIES	7.64
			000064		MEETING SUPPLIES	1.49
			0004		VEHICLE SUPPLIES	21.60
			0005		IRRIGATION CONTROL	18.78
			01082015		DUES	15.00
			0124255		TOOLS	41.14
			0124283		MAINTENANCE SUPPLIES	13.45
			0127173		VEHICLE LED LIGHT BARS	1,111.16
			0127461		MEMORIAL BENCH	1,183.68
			021729		CDBG MEETING SUPPLIES	46.97
			049470		MEETING SUPPLIES	3.25
			050968		SENIOR SUPPLIES	8.06
			063718		CDBG MEETING SUPPLIES	43.05
			070460		MEETING SUPPLIES	79.48
			085168		COUNCIL MEETING SUPPLIES	25.58
			087823		TEEN CENTER SUPPLIES	13.86
			09412		SPORTSPLEX MATERIALS	713.47
			09422		SPORTSPLEX MATERIALS	127.40
			094370		MEMBERSHIP RENEWAL	90.00
			094839		STATION SUPPLIES	53.99
			09684082		TEEN DANCE SUPPLIES	75.87
			10047572		WELDING SUPPLIES	1,137.96
			104-0186669-0763438		TONER FOR PRINTERS	475.92
			109416		AUTO FLEET SUPPLIES	57.79
			12141183		ENGRAVED PLATES	37.88
			12162014		EMPLOYEE HOLIDAY SOCIAL	700.00
			12172015		SENIOR LUNCHEON	240.00
			12222014		MANAGERS' CONFERENCE REGISTRATION	625.00
			1443659		BLUEGRASS FESTIVAL	135.63
			1482		MEETING	20.00
			15552317		SPORTSPLEX MATERIALS	1,261.97
			1563775		MEASURING TAPE	9.15
			1574823		NEW VALVES	506.40
			175567		BLUEGRASS FESTIVAL	338.50

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107919	2/12/2015	10001 US BANK	(Continued)			
			2032356		MEETING REGISTRATION	150.00
			2103534		SIGN SUPPLIES	22.78
			216622		ORAL BOARD RATER LUNCHEON	53.42
			22835		LEAGUE OF CA CITIES WORKSHOP	13.00
			22915		LEAGUE OF CA CITIES WORKSHOP	13.00
			24115661		COMPUTER MEMORY	87.45
			252491		SHOP TOOLS	203.10
			253565		REPAIR PARTS	46.89
			2562394		REPLACEMENT OF PARK LIGHTS	485.71
			2677194-627384		BOOK FOR ASSOCIATION MEETING	15.83
			3347096191		FLEET SUPPLIES	48.05
			365548		ELECTRICAL SUPPLIES	20.58
			365726		ELECTRICAL SUPPLIES	125.74
			390572		RIVER ROCKS	423.25
			3919831		LEAGUE OF CA CITIES WORKSHOP	33.00
			40094A		WHITE CIRCLE TABS	112.00
			4125390		CITY HALL REPAIRS	85.28
			4135337		CITY HALL SUPPLIES	147.88
			41996		NEW DOOR COATING	145.00
			43816		STORM WATER PRINTING	91.80
			4417		CITY HALL SIGN	21.60
			45935		CITY HALL SUPPLIES	41.42
			5121846		SPORTSPLEX MATERIALS	113.16
			5133387		PLYWOOD FOR TURF INSTALLATION	153.57
			5232681801		LEAGUE OF CA CITIES WORKSHOP	583.50
			5232723001		LEAGUE OF CA CITIES WORKSHOP	613.35
			5594111		SPORTSPLEX MATERIALS	422.25
			5594579		TOOLS FOR TURF REPLACEMENT	172.54
			6-006626		VEHICLE SUPPLY	129.55
			604197		LEAGUE OF CA CITIES WORKSHOP	81.14
			6047325		NOTARY SUPPLIES	31.14
			61707		VEHICLE SUPPLIES	53.77
			6221621		CR - PLUMBING SUPPLIES	-118.62
			632361		SANDAG MEETING PARKING	8.00
			6348305Y		ANNUAL MEMBERSHIP DUES	165.00
			6672		OFFICE SUPPLIES	130.42

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
107919	2/12/2015	10001 US BANK	(Continued)			
			669551904		SPECIAL EVENTS SUPPLIES	186.58
			6768		LEAGUE OF CA CITIES WORKSHOP	23.53
			70572663		IRRIGATION SUPPLIES	127.86
			70585481		IRRIGATION SUPPLIES	104.30
			7083848		CITY HALL SUPPLIES	28.17
			7123158		PLUMBING SUPPLIES	178.41
			7123161		PLUMBING SUPPLIES	8.93
			7129178799		TRASH BAGS FOR CITY PARKS	584.06
			7133020		SPORTSPLEX MATERIALS	151.07
			72733256002		POSTER FRAME FOR MV2 DISPLAY	17.27
			75291		VEHICLE REPAIR PARTS	61.56
			774647		PLYWOOD FOR TURF INSTALLATION	153.88
			793378-A-1		IRRIGATION SUPPLIES	108.32
			806860		REPAIR PARTS	13.50
			8124690		CITY HALL SUPPLIES	71.71
			8132871		SIGN INSTALLATION	155.29
			8362427		BLUEGRASS FESTIVAL	411.95
			8832		LEAGUE OF CA CITIES WORKSHOP	74.87
			90099236		MEMBERSHIP DUES	79.00
			922561		PRE-SPARC MEETING	54.67
			C119H1T3		LEAGUE OF CA CITIES MANAGERS' CONFERENCE	535.06
			CS17868		FIRST AID SUPPLIES	102.65
			D30920		CLEANING SERVICES	32.59
			DEP54644		2015 CSMFO MEMBERSHIP	110.00
			E9RUUV9HU		CPRS MINI CONFERENCE	60.00
			FQMDBI		CPRS CONFERENCE AIRFARE	414.40
			QAC_094370		PESTICIDE APPLICATORS LICENSE	60.00
			W36361		VACTOR REPAIRS/MAINTENANCE	1,715.20
			ZPMLMF		LEAGUE OF CA CITIES MANAGERS' CONFERENCE	188.20
					Total :	19,993.31
					Bank total :	19,993.31
					Total vouchers :	19,993.31

1 Vouchers for bank code : ubgen

1 Vouchers in this report

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
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Prepared by: 
Date: 02/12/2015

Approved by: 
Date: 2-12-14

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF THE EXPENDITURE OF \$113,373.04 FOR JANUARY 2015 LEGAL SERVICES AND RELATED COSTS, AND THE APPROPRIATION OF FUNDS

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

SUMMARY

Legal service billings proposed for payment for the month of January 2015 total \$113,373.04 as follows:

- 1) General Retainer Services - \$14,131.05
- 2) Labor & Employment - \$53,973.80 (includes work from December 2014 and January 2015)
- 3) Litigation & Claims-General Fund - \$19,406.56
- 4) Special Projects-General Fund - \$12,086.62
- 5) Bond Proceeds (Prospect Ave. Enhancements) - \$2,121.67
- 6) Applicant Initiated Projects - \$11,653.34

FINANCIAL STATEMENT *tm*

Adopted Budget	\$ 308,000.00	
Revised Budget	\$ 308,000.00	
Prior Expenditures	(266,780.05)	
Current Request	(99,598.03)	\$ (58,378.08)
Other Funds (excluding applicant initiated items):		
Adopted Budget	\$ 5,000.00	
Revised Budget	\$ 116,221.04	
Prior Expenditures	(111,385.57)	
Current Request	(2,121.67)	\$ 2,713.80

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *JOB*

Approve the expenditure of \$113,373.04 for January 2015 legal services and related costs, and appropriate \$58,378.08 from the General Fund reserve.

ATTACHMENT (Listed Below)

Legal Services Billing Summary

LEGAL SERVICES BILLING SUMMARY
FY 2014-15

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	\$ 79,282.63	\$ 82,717.37	Jan-15	\$ 14,131.05
Labor & Employment	20,000.00	20,000.00	112,072.77	(92,072.77)	Jan-15	53,973.80
Litigation & Claims	50,000.00	50,000.00	30,160.55	19,839.45	Jan-15	19,406.56
Special Projects	76,000.00	76,000.00	45,264.10	30,735.90	Jan-15	12,086.62
Total	\$ 308,000.00	\$ 308,000.00	\$ 266,780.05	\$ 41,219.95		\$ 99,598.03
Other City Funds:						
Litigation & Claims	\$ -	\$ 2,787.60	\$ 2,787.60	\$ -		\$ -
Special Projects	-	211.50	211.50	-		-
MHFP Commission	5,000.00	5,000.00	2,286.20	2,713.80		-
Total	\$ 5,000.00	\$ 7,999.10	\$ 5,285.30	\$ 2,713.80		\$ -
CDC Successor Agency:						
Riverview Public Improvements	\$ -	\$ 17,849.37	\$ 17,849.37	\$ -		\$ -
Bond Proceeds:						
Prospect Avenue Project	\$ -	\$ 90,372.57	\$ 88,250.90	\$ 2,121.67	Jan-15	\$ 2,121.67

LEGAL SERVICES BILLING SUMMARY
FY 2014-15

Category	Adopted Budget	Revised Budget	Spent Year to Date	Available Balance	Current Request Mo/Yr	Current Request Amount
<i>Applicant-initiated (paid from developer/applicant deposits)</i>						
Lantern Crest	n/a	n/a	\$ 1,625.50	n/a		\$ -
Castlerock	n/a	n/a	1,652.00	n/a	Jan-15	919.34
El Nopal Estates II	n/a	n/a	2,837.27	n/a		-
Wal-Mart	n/a	n/a	1,455.00	n/a		-
Conejo	n/a	n/a	291.50	n/a		-
Fanita (HomeFed)	n/a	n/a	7,097.50	n/a	Jan-15	501.50
Toyota Freeway Sign	n/a	n/a	413.00	n/a		-
San Diego Christian College	n/a	n/a	9,603.50	n/a	Jan-15	4,139.50
Halberns Wireless Facility	n/a	n/a	12,822.85	n/a	Jan-15	619.50
Cameron Mobile Estates	n/a	n/a	4,867.23	n/a	Jan-15	3,231.50
Santee 50	n/a	n/a	5,767.00	n/a	Jan-15	2,242.00
Helix Environmental	n/a	n/a	5,256.00	n/a		
Total			\$ 53,688.35			\$ 11,653.34

Total Previously Spent to Date

FY 2014-15

General Fund	\$ 266,780.05
Other City Funds	5,285.30
CDC Successor Agency	17,849.37
Bond Proceeds	88,250.90
Developer Deposits	53,688.35
Total	\$ 431,853.97

Total Proposed for Payment

General Fund	\$ 99,598.03
Other City Funds	-
CDC Successor Agency	-
Bond Proceeds	2,121.67
Developer Deposits	11,653.34
Total	\$ 113,373.04

City of Santee
COUNCIL AGENDA STATEMENT

1D

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE
ACCEPTING THE BUS SHELTER PROJECT (CIP 2011-30) AS COMPLETE

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY

This item requests City Council accept the Bus Shelter Project (CIP 2011-30) as complete.

This project installed five shelters at some of the busier and/or gateway locations in the City. A map of the shelter locations is attached.

City Council awarded the construction contract to ND Electrical Construction, Inc. on June 25, 2014 in the amount of \$128,376.00. The City Council authorized the Director of Development Services to approve change orders in an amount not to exceed \$12,837.00 for unforeseen items and additional work. A Notice to Proceed was issued on August 4, 2014 and the work was completed on January 20, 2015. Three change orders were issued for the project in the amount of \$7,777.89 for a total contract cost of \$136,153.89.

Staff requests City Council accept the project as complete and authorize filing a Notice of Completion. *tm*

FINANCIAL STATEMENT

The project was funded through Transportation Development Act (TDA) funds in the amount of \$156,610.00. The total project cost was \$155,043.21.

Project Budget	<u>\$ 156,610.00</u>
Design and Bidding	\$ 7,115.63
Construction Contract	128,376.00
Construction Change Orders	7,777.89
Construction Management and Inspection	9,437.53
Purchase City Seals	1,836.16
Estimated Project Close Out Cost	<u>500.00</u>
Total Project Cost	<u>\$ 155,043.21</u>
Project Savings	\$ 1,566.79

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *XOD*

Adopt the attached Resolution accepting the Bus Shelter Project (CIP 2011-30) as complete.

ATTACHMENTS

Resolution
Location Map

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
ACCEPTING THE BUS SHELTER PROJECT
(CIP 2011-30) AS COMPLETE**

WHEREAS, the City Council awarded the construction contract for the Bus Shelter Project (CIP 2011-30) to ND Electrical Construction, Inc. on June 25, 2014 for \$128,376.00; and

WHEREAS, City Council authorized the Director of Development Services to approve construction change orders not to exceed \$12,837.00; and

WHEREAS, three construction change orders were issued in the total amount of \$7,777.89; and

WHEREAS, the project was completed for a total contract amount of \$136,153.89; and

WHEREAS, ND Electrical Construction, Inc. has completed the project satisfactorily in accordance with contract plans and specifications.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Santee, California, that the work for the construction of the Bus Shelter Project (CIP 2011-30) is accepted as complete on this date and the City Clerk is directed to record a "Notice of Completion."

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 25th day of February 2015, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

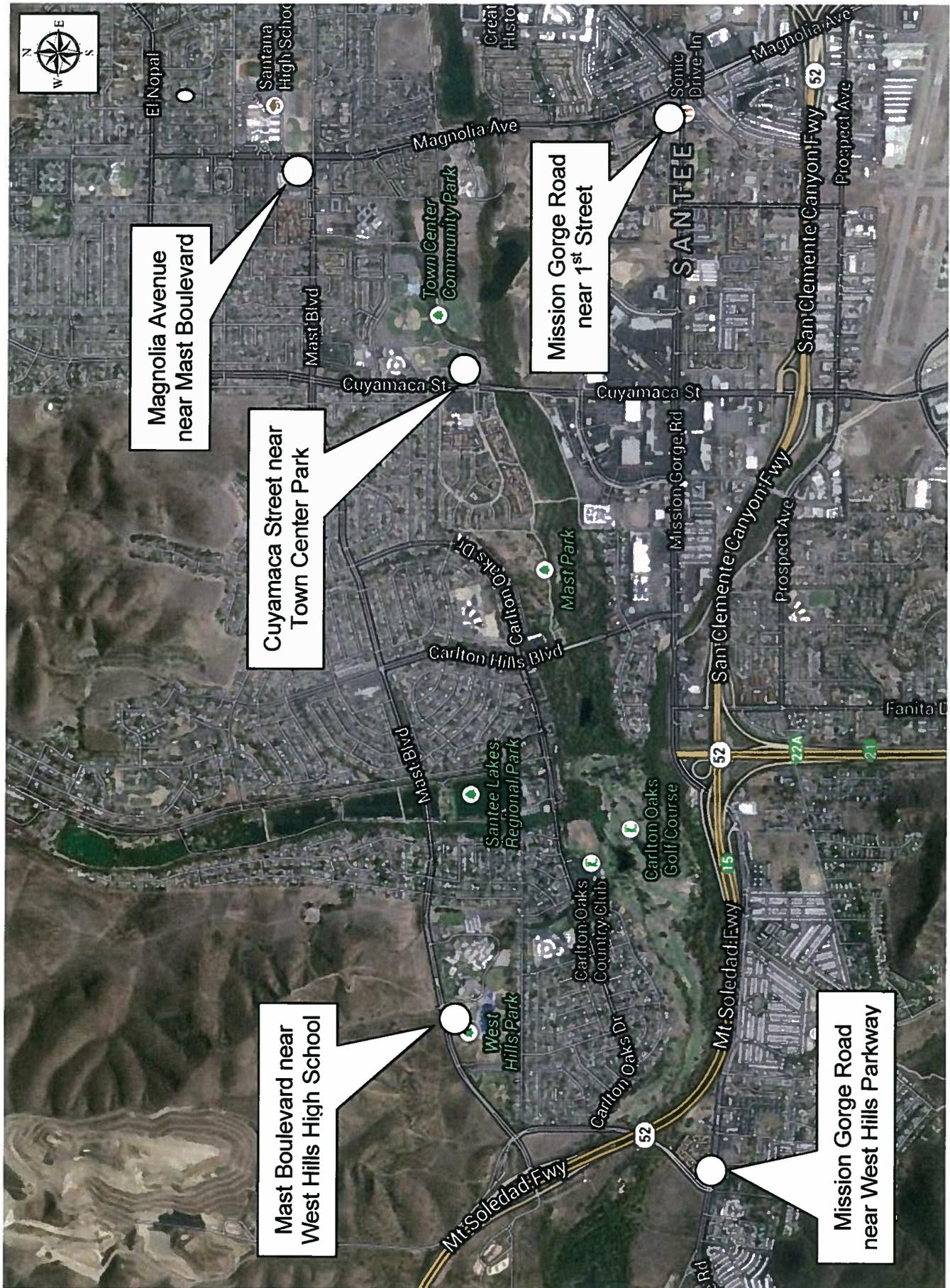
APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

Bus Shelter Project Location Map



City of Santee
COUNCIL AGENDA STATEMENT

2A

(Cont. from 2/11/15)

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE CONTINUED PUBLIC HEARING TO ASSESS COMMUNITY DEVELOPMENT NEEDS AND TO ALLOCATE PROGRAM YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

DIRECTOR/DEPARTMENT Melanie Kush, Development Services 

SUMMARY This is the second of two public hearings on the allocation of Community Development Block Grant (CDBG) and HOME Program funding for Program Year 2015 (July 2015 through June 2016). The first public hearing was held on February 11, 2015, at which time the City Council received a staff report and public testimony. Once the CDBG funding allocations are decided, the City will prepare an Annual Action Plan for Program Year 2015. The Annual Action Plan is subject to public review and a separate public hearing prior to submittal to HUD by May 15, 2015.

On February 10, 2015, the federal Department of Housing and Urban Development announced Fiscal Year 2015 CDBG allocations for states and local jurisdictions. The City of Santee will be allocated \$260,814 in Program Year 2015 (which represents a reduction of 6.7% compared to the current year). A carry-forward of \$170 in unspent prior year funds bring the total funding available to \$260,984

ENVIRONMENTAL REVIEW This item is exempt from environmental review under the California Environmental Quality Act ("CEQA") by CEQA Guidelines section 15061(b)(3) because the action would clearly have no adverse effect on the environment.

FINANCIAL STATEMENT The City of Santee will be allocated \$260,814 in Program Year 2015. Pursuant to federal regulations, there is a 15% cap on the amount of CDBG funds which can be allocated to "Public Service" activities, and a 20% cap on "Administrative" activities. There is also \$170 in uncommitted CDBG funds that may be allocated to a "Public Facilities" project as "carry-over" funds, bringing the combined allocation total to \$260,984.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATIONS 

1. Re-open, conduct and close the public hearing; and
2. Direct staff to publish a summary of the Annual Action Plan; and
3. Adopt the Resolution for Program Year 2015 CDBG funds

ATTACHMENTS

Staff Report Resolution Summary of Requests/Applications Worksheets

**STAFF REPORT
FEBRUARY 25, 2015**

**CONTINUED PUBLIC HEARING TO ASSESS
COMMUNITY DEVELOPMENT NEEDS AND TO ALLOCATE
PROGRAM YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDING**

A. CDBG BACKGROUND

The Basics: The Community Development Block Grant (CDBG) program is administered by the U.S. Department of Housing and Urban Development (HUD). Cities with over 50,000 in population are provided the opportunity to apply for "entitlement" monies. Entitlements are based on a formula that weighs population, the extent of poverty, housing overcrowding, and age of housing. To receive its annual CDBG entitlement grant, a grantee must develop and submit to HUD a Consolidated Plan, which is a jurisdiction's comprehensive planning document and application for funding under Community Planning and Development grant programs.

The Annual Action Plan: A required part of the City of Santee's 5-Year Consolidated Plan is an annual Action Plan. Each year the Action Plan is updated to reflect City Council's allocations to public services, public facilities and administration activities, consistent with the goals and objectives contained in the Plan. A synopsis of the annual Action Plan must be published community-wide in order to afford affected citizens an opportunity for review and comment. After review of public comments, the plan is forwarded to HUD with the required grant application by May 15 of each year.

HUD Review and Reporting: HUD performs annual Program Year reviews based upon the City's "Consolidated Annual Performance and Evaluation Report" (called a "CAPER").

B. CDBG PROGRAM GUIDELINES

CDBG activities proposed by the City must meet CDBG regulations regarding program objectives and eligibility criteria. Determination of project eligibility is basically a two-step process. Each program/project must meet one of the three National Objectives of the CDBG program and must be consistent with program regulations as an appropriate activity.

The primary CDBG objective is the development of viable communities, including decent housing and a suitable living environment, and the expansion of economic opportunity, principally for persons of low and moderate income. Each activity must meet one of the following three national objectives:

1. Benefit low and moderate income families;

At least 70 percent of the grantee's allocation must be spent for activities benefiting low and moderate-income residents. The three most common ways of meeting this objective are:

- a. Activities that benefit an area in which low-income households are prevalent.
- b. Activities requiring income data for each applicant to demonstrate eligibility.
- c. Activities that benefit a limited clientele who are generally presumed to be principally low and moderate income. Categories of limited clientele allowed by HUD include abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons and migrant farm workers.

2. Aid in the prevention or elimination of slums or blight;

Activities considered to aid in the prevention or elimination of slums or blight are activities within a delineated area which meets a definition of slum, blighted, deteriorated, or deteriorating under state or local law, or where there is a substantial number of deteriorating or dilapidated buildings and improvements are needed throughout the area.

3. Address community needs having a particular urgency.

This national objective is extremely restrictive and rarely used. The urgent condition must be recent and pose a serious and immediate threat to the health or welfare of the community. There can be no other source of financing available to meet the needs in this category.

C. AVAILABLE FUNDS AND REQUESTS FOR FUNDING

On February 10, 2015, the federal Department of Housing and Urban Development announced Fiscal Year 2015 CDBG allocations for states and local jurisdictions. The City of Santee will be allocated \$260,814 in Program Year 2015 (which represents a reduction of 6.7% compared to the current year). A carry-forward of \$170 in unspent prior year funds bring the total funding available to \$260,984.

HUD regulations impose a 15% cap on the amount of current-year CDBG funds which can be allocated to Public Service activities and a 20% cap on Administrative activities. The \$170 in unspent prior year funds can only be allocated to Public Facilities projects.

ACTIVITY	CAP	MAX. AMOUNT PER ACTIVITY
Public Service Activities	15%	\$ 39,122
Administrative Activities	20%	\$ 52,163
Public Facilities Activities	NO CAP	\$169,699 ¹
HUD ALLOCATION		\$260,984

On November 20, 2014, a request for proposals was published and mailed to interested parties. Ten applications for Program Year 2015 funding (Attachment 4) were received in addition to City program administration and debt service. These are summarized in Attachment 3.

City Public Facility Project – Section 108 Loan

In addition to the caps imposed by HUD on Administrative and Public Services expenditures, an advance of CDBG allocations to fund improvements to Buena Vista Avenue and Railroad Avenue also limit the amount of funding available for other activities. In October 2011, the City Council approved a Section 108 loan (a loan secured by future allocations of CDBG funding) in the amount of \$1.4 million. These funds, together with an allocation of \$2.0 million in Traffic Mitigation Fees, provide the majority of the funding for the Buena Vista Avenue and Railroad Avenue improvement project. The amount of Public Facilities funding required for payment of debt service associated with the Section 108 loan in Program Year 2015 is \$156,226.

After meeting the Section 108 loan debt service requirement, there is a remaining balance of \$13,473 in Public Facilities funding available for allocation to other projects.

ACTIVITY	AMOUNT AVAILABLE PER CAP	AMOUNT REQUESTED	REQUESTED IN EXCESS OF FUNDING
Public Service Activities	\$ 39,122	\$ 69,000	\$ 29,878
Administrative Activities	\$ 52,163	\$ 52,163	\$ 0
Public Facilities	\$ 169,699	\$ 226,626	\$ 56,927
	\$ 260,984	\$ 347,789	\$ 86,805

HUD Minimum Allocation Guidance

The City received correspondence from HUD dated August 22, 2013 reporting the

¹ Including carry-forward of \$170.

results of an on-site monitoring visit conducted in July, 2013. HUD found that the City was “generally in compliance with program requirements.” However the City received one “Finding” which requires corrective action in order to maintain program compliance. Specifically, HUD strongly advises that allocations in the category of “Public Service Activity” be in amounts no smaller than **\$5,000**. HUD explains that the administrative burden of monitoring regulatory compliance is likely to exceed the benefit of the activity funded in amounts less than \$5,000.

D. HOME PROGRAM

The Home Investment Partnerships (HOME) Program is a federal program administered by the U.S. Department of Housing and Urban Development (HUD). The intent of the HOME Program is to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing and leverage private-sector participation. Eligible HOME program uses include housing acquisition, housing rehabilitation, homebuyer assistance, housing construction and rental assistance.

Since 1997, the City has used HOME funds for the First Time Homebuyer Program (FTHB), providing down payment assistance via a deferred loan for low income first time homebuyers. Ninety-nine loans have been funded since the inception of the program, eleven (11) of which were issued in the past four (4) years.

FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
0	0	5	5	1	0

The City of Santee accesses HOME funding through a consortium comprised of the County of San Diego, the City of Encinitas, the City of Carlsbad, the City of La Mesa, the City of San Marcos and the City of Vista to administer Federal HOME funds. The County of San Diego acts as the administrator of the consortium.

Due to changes to regulations governing the use of HOME funds instituted July 1, 2014, the County of San Diego has assumed responsibility for administering a single first-time homebuyer loan program within the consortium area. The County has partnered with the San Diego Housing Commission for underwriting and originating First Time Homebuyer loans. Persons interested in applying for assistance with the purchase of a Santee home are advised to contact the San Diego Housing Commission directly. Since July 2014, one loan has been issued, and one is pending.

E. PUBLIC PARTICIPATION AND ALLOCATION PROCESS

Public participation is an important part of the CDBG process. Two public hearings are required to meet the HUD requirements for citizen participation. In accordance with Code of Federal Regulations (CFR) Title 24, “Housing and Urban Development”, Section 570.704, the City initiated the CDBG application process by publishing the

Request for Proposals for Program Year 2015 on November 20, 2014 in the East County Californian, as well as posting the Request for Proposals on the City's website. Applications were due on January 15, 2015.

Notice of the public hearing was published in East County Californian on January 22, 2015 and posted throughout the community in order to solicit maximum citizen input. All applications which were received were made available for public review and comment. In this way, citizens are afforded an opportunity to examine the contents of all applications received and to provide comments prior to City Council decision on the funding of qualified applications, in compliance with CFR Title 24.

F. RECOMMENDATIONS

- 1) Re-open, conduct and close the public hearing; and
- 2) Direct staff to publish a summary of the Annual Action Plan; and
- 3) Adopt the Resolution for Program Year 2015 CDBG funds

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE,
CALIFORNIA ON THE ASSESSMENT AND PRIORITIZATION OF
COMMUNITY DEVELOPMENT NEEDS, ALLOCATION OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR
PROGRAM YEAR 2015 AND AUTHORIZATION TO PREPARE AND PUBLISH
A DRAFT ANNUAL ACTION PLAN FOR PROGRAM YEAR 2015**

WHEREAS, in Program Year 2015, the City of Santee anticipates receiving an allocation of \$260,814 in CDBG funds which includes a maximum of \$52,163 for administration activities; and

WHEREAS, the City of Santee has an unexpended prior year allocation of \$170 available for allocation in Program Year 2015, increasing the total amount projected to be available to \$260,984; and

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

1. Direct staff to prepare a Draft Annual Action Plan reflecting the funding priorities identified in the City Council hearing of February 25, 2015.
2. Direct staff to proportionally adjust subrecipient allocations to accommodate any shortfall or surplus between the actual amount received by the City of Santee from the federal Department of Housing and Urban Development for Program Year 2015 and the announced Program Year 2015 CDBG allocation of \$260,814.
3. Direct staff to publish a Summary of the Draft Annual Action Plan as required for the Consolidated Plan.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 25th day of February, 2015.

AYES:

NOES:

ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

SUMMARY OF REQUESTS

PUBLIC SERVICES		AMOUNT OF PY 2015 REQUEST	PROPOSED USE	PY 2013 ACCOMPLISHMENTS
1	Cameron Family YMCA / Santee Aquatics Center	\$6,000	Subsidize swim, gymnastics and fitness classes	49 persons assisted (PY 2014 Grant: \$3,300)
2	Caring Neighbors (Lutheran Social Services)	\$10,000	Provide minor home repairs to low-income seniors and disabled Santee residents	42 persons assisted (PY 2014 Grant: \$3,300)
3	Crisis House	\$5,000	Intervention services to prevent homelessness	302 persons assisted (PY 2014 Grant: \$3,300)
4	ElderHelp	\$10,000	Support home bound persons to maintain their independence and continue living in their homes.	24 persons assisted (PY 2014 Grant: \$3,300)
5	Meals-on-Wheels	\$8,000	Delivery of 2 meals per day to homebound seniors	85 persons assisted (PY 2014 Grant: \$5,510)
6	Santee Food Bank	\$20,000	Emergency food assistance.	19,083 persons assisted (PY 2014 Grant: \$17,730)
7	Santee Santas	\$10,000	Provide assistance to Santee families in crisis through the Holiday Program and Emergency Fund.	(No award in PY2013) (PY 2014 Grant: \$5,510)

Total Requests: \$ 69,000

\$39,122 (Projected cap amount)

(\$29,878) Surplus/(Deficit)

SUMMARY OF REQUESTS

	ADMINISTRATION	AMOUNT OF PY 2014 REQUEST	PROPOSED USE	PY 2013 ACCOMPLISHMENTS
1	CSA San Diego County	\$13,500	On behalf of the City of Santee, conduct fair-housing testing and counseling. Provide tenant/landlord mediation services	86 persons assisted with housing services (PY 2014 Grant: \$14,860)
2	City of Santee	\$38,663	Administration of CDBG Program and Subrecipient Agreements	Maintained compliance with program regulations.

Total Requests: \$ 52,163 (Projected cap amount)

	PUBLIC FACILITIES	AMOUNT OF PY 2014 REQUEST	PROPOSED USE	PY 2013 ACCOMPLISHMENTS
1	City of Santee - Section 108 Loan Debt Service	\$156,226	Debt services for Buena Vista/ Railroad Avenue Neighborhood Road Improvements	Phase 1 complete. Phase 2 in construction.
2	Home of Guiding Hands	\$20,400	Make repairs and improvements to group homes for persons with mental and physical disabilities	8 persons assisted (PY 2014 Grant: \$17,020)
3	Santee Food Bank	\$50,000	Relocate and provide utility connections for portable buildings at new location.	(No Public Facilities award in PY2013)

Total Requests: \$ 226,626

\$169,699 Funding available after allocating maximum allowed amounts to Public Services and Administration.

(\$56,927) Surplus/(Deficit)

\$13,473 Amount available for allocation after debt service set-aside (\$169,699 – \$156,226)

PY 2015 PUBLIC SERVICES ACTIVITIES (CDBG)

Maximum Amount \$39,122 (15% CAP)

Agency	Request	Voepel	Minto	Dale	McNeilis	Hall	Approved
Cameron Family YMCA	6,000						
Crisis House	5,000						
Elderhelp	10,000						
Caring Neighbors Program (LSS)	10,000						
Meals on Wheels	8,000						
Santee Food Bank	20,000						
Santee Santas	10,000						
Total	69,000	-	-	-	-	-	-

Balance to Allocate

39,122 39,122 39,122 39,122 39,122 39,122

WORKSHEET

PY 2014 PUBLIC FACILITIES (CDBG)

Balance Available \$169,699*

Agency	Request	Voepel	Minto	Date	McNelis	Hall	Approved
City of Santee - 108 Loan Debt Service	156,226						
Santee Food Bank	50,000						
Home of Guiding Hands	20,400						
Total	226,626	-	-	-	-	-	-

Balance to Allocate

169,699 169,699 169,699 169,699 169,699 169,699

WORKSHEET

PY 2015 ADMINISTRATIVE ACTIVITIES (CDBG)

Maximum Amount \$52,163 (20% CAP)

Agency	Request	Voepel	Minto	Dale	McNelis	Hall	Approved
CDBG Program Administration	38,663						
CSA San Diego County (Federally Required Fair Housing Service)	13,500						
Total	52,163	-	-	-	-	-	-

Balance to Allocate 52,163 52,163 52,163 52,163 52,163 52,163

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE FEBRUARY 25, 2015

AGENDA ITEM NO.

ITEM TITLE RESOLUTION AUTHORIZING EXECUTION OF A PARTIAL
**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR DESIGN FILES ASSOCIATED WITH
THE RIVERVIEW OFFICE PARK PUBLIC IMPROVEMENTS WITH RYAN COMPANIES US,
INC (CIP 2013-55)**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services



SUMMARY This item requests City Council to authorize the City Manager to execute a Partial Assignment and Assumption Agreement with the Ryan Companies US, Inc. (Ryan) for design files associated with the Riverview Office Park Public Improvements. The City has undertaken the widening of Town Center Parkway to promote development of residential, office, and entertainment uses through CIP project 2013-15. Ryan is party to a Master Agreement with Nolte and Associates, Inc. (Nolte) for survey services provided to Ryan in connection with the land development, construction and related activities undertaken by Ryan. Nolte has prepared improvement plans and specifications for Town Center Parkway (Design files). Ryan wishes to assign all rights and obligations to the City for the Design files. Subject to City Council authorization, the City Manager would execute the Partial Assignment and Assumption Agreement for the Design Files at a cost of \$50,000.

ENVIRONMENTAL REVIEW Approval of the Partial Assignment and Assumption Agreement is exempt from environmental review under Title 14 of the California Code of Regulations, section 15378(a) as an action that does not have the potential for resulting in a direct or indirect physical change in the environment; section 15378(b)(4) as a government funding mechanism that does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment; and section 15061(b)(3) as the activity does not have the potential for causing a significant effect on the environment.

FINANCIAL STATEMENT The costs associated with the execution of the Partial Assignment and Assumption Agreement will be paid from the Riverview Public Improvements Capital Improvement Program budget which is funded by Santee Community Development Commission Successor Agency redevelopment property tax trust funds and tax allocation bond proceeds.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Authorize the City Manager to execute the Partial Assignment and Assumption Agreement with Ryan Companies US, Inc.

ATTACHMENTS

Resolution
Agreement with Attachments A and B

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA
AUTHORIZING EXECUTION OF A PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT FOR DESIGN FILES ASSOCIATED WITH THE RIVERVIEW OFFICE
PARK PUBLIC IMPROVEMENTS WITH RYAN COMPANIES US, INC (CIP 2013-55)**

WHEREAS, the City as part of the Capital Improvement Program has undertaken the widening of Town Center Parkway to promote development of residential, office, and entertainment uses as described in the Santee Town Center Specific Plan. Ryan Companies US, Inc. under their control has prepared public improvement plans for the project area;

WHEREAS, Ryan is party to a Master Agreement with Nolte Associates, Inc., a California corporation ("Nolte"), dated March 2004 ("Master Agreement"), pursuant to which Nolte provides surveying services for Ryan in connection with land development, construction, and related activities undertaken by Ryan; and

WHEREAS, Pursuant to the Master Agreement, Ryan and Nolte entered into a Civil Project Agreement ("Project Agreement"), dated October 3, 2005, pursuant to which Nolte prepared street improvement plans and specifications for Town Center Parkway, Transit Way, Civic Center Drive, a pedestrian path, and other associated documents, including boundary and topographic surveys, geotechnical reports and investigations, environmental reports and investigations, and quality assurance testing (collectively "Design Files"); and

WHEREAS, Ryan wishes to assign all rights and obligations in the Master Agreement and Project Agreement relating solely to the Design Files to the City and the City wishes to assume the rights and obligations so assigned; and

WHEREAS, The Riverview Office Park Public Improvements (CIP 2013-15) project has utilized the design files prepared by Nolte in order to complete the public improvement project.

NOW, THEREFORE, BE IT RESOLVED by the City of Santee City Council that the City Manager is authorized to execute the Partial Assignment and Assumption Agreement for Design Files associated with the Riverview Office Park Public Improvements with Ryan Companies US, Inc.

ADOPTED by the City Council of the City of Santee, California, at a regular meeting thereof held this 25th day of February, 2015, by the following roll call vote to wit:

AYES:
NOES:
ABSENT:

APPROVED:

RANDY VOEPEL, MAYOR

ATTEST:

PATSY BELL, CMC, CITY CLERK

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Partial Assignment and Assumption Agreement (“Agreement”) is entered into on _____, 2015 (“Effective Date”), by and between RYAN COMPANIES US, INC., a Minnesota corporation (“Ryan”) and the City of Santee, a public body, corporate and politic (“City”). Ryan and City are referred to individually as “party” and collectively as “parties.”

RECITALS

- A. Ryan is party to that certain Master Agreement with Nolte Associates, Inc., a California corporation (“Nolte”), dated March 2004 (“Master Agreement”), pursuant to which Nolte provides surveying services for Ryan in connection with land development, construction, and related activities undertaken by Ryan. A copy of the Master Agreement is attached to this Agreement as **Exhibit A**.
- B. Pursuant to the Master Agreement, Ryan and Nolte entered into a Civil Project Agreement (“Project Agreement”), dated October 3, 2005, pursuant to which Nolte prepared street improvement plans and specifications for Town Center Parkway, Transit Way, Civic Center Drive, a pedestrian path, and other associated documents, including boundary and topographic surveys, geotechnical reports and investigations, environmental reports and investigations, and quality assurance testing (collectively “Design Files”). A copy of the Project Agreement is attached to this Agreement as **Exhibit B**.
- C. Ryan wishes to assign all rights and obligations in the Master Agreement and Project Agreement relating solely to the Design Files to City and City wishes to assume the rights and obligations so assigned.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Ryan and City agree as follows:

1. Assignment of Rights. Ryan hereby sells, transfers, assigns, conveys, and delivers to City all of Ryan’s rights, title, interests, and obligations to, in and under the Master Agreement and Project Agreement solely with respect to the Design Files. This Agreement is only intended to assign those rights and obligations of Ryan under the Master Agreement and Project Agreement which concern the Design Files and does not assign any rights or obligations under the Master Agreement and Project Agreement with regard to any other services, work product, or obligation.
2. No Bidding. Ryan shall not submit a bid on any public works project undertaken by the San Diego Association of Governments or by the City, pursuant to its contract with SourcePoint, for the construction of the public improvements which are the subject of the Design Files.
3. Assumption of Responsibilities. City does hereby expressly agree to assume all of Ryan’s rights, title, and interests to, in and under the Master Agreement and Project Agreement, as well as all responsibilities, liabilities, and obligations under the Master Agreement and Project Agreement, in each case, solely to the extent relating to the Design Files. City shall not be responsible for any default by Ryan with regard to the Design Files under the Master Agreement or Project Agreement prior to the Effective Date of this Agreement.

4. Payment. In consideration for this Agreement, the City agrees pay to Ryan Fifty Thousand Dollars (\$50,000.00) ("Purchase Price"). The Purchase Price is due and payable within thirty (30) days after both of the following have occurred: (a) City, Ryan and Nolte have signed this Agreement, and (b) Ryan has delivered the Design Files to the City in a condition, manner and format acceptable to the City.
5. Cooperation. Each party to this Agreement covenants to the other party that it will cooperate in executing and delivering to such other party, its nominees, successors, or assigns, any new or confirmatory instruments and to perform any other acts which such party, its nominees, successors, or assigns may reasonably request in order to fully transfer to such other party all rights and obligations of Ryan intended to be transferred and assigned by this Agreement.
6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the heirs, successors, executors, administrators, and assigns of all the parties to this Agreement.
7. Amendment. This Agreement may not be amended except by a writing signed by the parties hereto or their respective successors in interest. This Agreement is effective on the Effective Date.
8. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be invalid, void, or illegal will not impair or invalidate any other provision hereof, and such other provisions will remain in full force and effect.
9. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party is entitled to recover all costs and expenses, including the reasonable attorneys' fees incurred for prosecution, defense, consultation, or advice in such proceeding.
10. Representation. Ryan represents and warrants to City that the Master Agreement and Project Agreement are in full force and effect, that Ryan is not in breach or default thereof, and that, to the actual knowledge of Ryan, no event has occurred, that with the passage of time or giving of notice, would constitute a default or breach of the Master Agreement or Project Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts which together constitute the Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above:

RYAN COMPANIES US, INC., a Minnesota corporation

Dated: _____

By: _____

Name: _____

Title: _____

CITY OF SANTEE, a public body, corporate and politic

Dated: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

BEST BEST & KRIEGER, LLP

Dated: _____

By: _____

Shawn Hagerty
City Attorney
City of Santee

CONSENT TO ASSIGNMENT

Pursuant to Paragraph 4.3 of the Master Agreement, Nolte hereby consents to this Partial Assignment and Assumption Agreement and acknowledges that Ryan, upon actual transfer of the Design Files will be released from its obligations under the Master Agreement and Project Agreement as they relate to the Design Files and arising from and after the Effective Date.

NOLTE ASSOCIATES, INC., a California Corporation

By: _____

Name: _____

Dated: _____

Title: _____

EXHIBIT A
Master Agreement

MASTER AGREEMENT
Ryan Companies US, Inc.
Survey Services

THIS AGREEMENT (“**Agreement**”) is made this 19th day of March, 2004, between RYAN COMPANIES US, INC., a Minnesota corporation (“**Ryan**”), and NOLTE ASSOCIATES, INC., a California Corporation, (“**Surveyor**”).

RECITALS

A. This Agreement establishes the basic terms under which Surveyor will from time to time provide surveying services (“**Services**”) for Ryan in connection with land development, construction and related activities (individually, a “**Project**”) being undertaken by Ryan.

B. The particular Services to be performed by Surveyor for each Project, the time for performance, the compensation to be paid by Ryan to Surveyor, the time for payment thereof and any other unique Project matters shall be set forth in Project Agreement(s) to be entered into between Ryan and Surveyor in the form of Exhibit 1 attached hereto (each, a “**Project Agreement**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Ryan and Surveyor hereby agree as follows:

1. Surveyor's Representations, Warranties and Covenants.

1.1 Contact Persons at Ryan. Responsibility at Ryan to direct and manage Services depends upon the type of Service. Surveyor shall deal with the following contact persons for the following types of Services. The Construction Project Manager and Legal Department contact for each Project will be identified in the Project Agreement.

Type of Service	Ryan Contact
Surveys for purpose of acquisition and/or financing	Legal Department (“ Legal ”)
Construction staking surveys	Construction Project Manager (“ PM ”)
Blue top surveys	Construction PM
Topographical surveys	Construction PM
Wetland staking surveys	Legal
Environmental survey	Legal
Platting	Legal
Easement sketches	Legal
Foundation surveys	Legal
As Built surveys	Legal, for Ryan-owned projects: Construction PM, for third party projects

1.2 Services. Surveyor shall perform the Services for the Project that are described in the Project Agreement in accordance with this Agreement and the Project Agreement. Surveyor will not perform Services unless and until authorized to do so by a signed Project Agreement.

1.3 Certifications. Unless otherwise provided in a Project Agreement, each foundation survey, as-built survey and survey for the purpose of acquisition and/or financing, shall contain a certification in the following form:

CERTIFICATION

I certify to _____; _____; _____ and to their heirs, successors and assigns, that I have surveyed the property and easement descriptions as described in that certain Commitment to Insure by _____, Application No. _____, Effective Date _____; that this survey was made on the ground; that this plat of survey is true and correct in all respects; that the size, dimensions and locations of all of the boundaries of the property, buildings and other improvements, recorded and visible ~~unrecorded~~ easements, streets, roads, means of public access, rights-of-way, utility lines and connections and municipal set-back lines which affect said property are correctly and accurately shown hereon; that there are no visible or recorded encroachments, overlaps, gaps, easements, streets, roads, rights-of-way, set-back lines or visible improvements which affect the property, which are not shown hereon; and that this plat of survey and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA, ACSM and NSPS in 1999, meets the accuracy requirements, as defined therein, and includes all items of Table A thereof except items 5 and 16. Proper field procedures, instrumentation, and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance, and Closure Requirements for the Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

Surveyor agrees to sign other certifications reasonably required by the owner of the Project ("Owner") or by Ryan's or Owner's lender ("Lender") or by any governmental agencies that have jurisdiction over the Project.

1.4 Representations and Warranties; Standard of Care. Surveyor represents, covenants and warrants that it is licensed and authorized to work in the states where the Project is located, that its Services will be performed in a good and workmanlike manner, in conformance with applicable laws, codes, statutes, ordinances, rules and regulations and consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, and having experience with surveying services in connection with projects similar to the Project. This Section 1.4 shall survive the completion of the Services for each Project and the termination of this Agreement.

1.5 Timing. Surveyor shall perform the Services in the sequence and timing required by the progress and nature of the Project. Time is of the essence. The original schedule for

performance will be extended in writing to the extent Surveyor's performance is delayed by causes beyond Surveyor's control or by changes ordered in the Services; provided that, in the latter case, at Ryan's option, Surveyor's compensation will be increased for reasonable costs required to achieve performance of the Services in accordance with the original schedule. All claims for any extension of time shall be made in writing to Ryan within five (5) days after occurrence of the cause of delay, or shall be deemed waived.

1.6 Revisions. Surveyor shall be responsible to produce survey documents that meet the requirements of the Project Agreement. For example, when a Project Agreement calls for Services in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, Surveyor shall familiarize itself with, and verify that the survey produced by Surveyor complies with, such requirements (including accuracy requirements and depiction of required Table items). Additionally, in the case of a Project designated by Ryan as a project for Target Corporation, Lowe's Companies, Inc. Home Depot and/or any other national retailer, Surveyor shall produce survey documents that meet the survey requirements of the applicable party(ies). Survey revisions and repeat field work necessary to fulfill any such requirements that are the result of Surveyor's failure to follow instructions given by Ryan shall be the responsibility of Surveyor and shall be completed within the parameters of the original schedule (as it may be extended pursuant to Section 1.5) and without additional compensation. Prior to agreeing to perform any services for any such national retailer Ryan shall provide, and Surveyor shall have the opportunity to review, any special survey requirements of that retailer.

1.7 Consultation; Project Meetings. Surveyor shall be available to Ryan for general consultation relative to the Project. Surveyor shall attend all meetings relative to the Project that are reasonably required to fully perform the Services.

1.8 Ownership of Documents. Surveyor agrees that the survey products prepared by Surveyor in the performance of the Services are the property of Ryan. Surveyor may retain copies but Surveyor shall not make such survey products available to others without the prior written consent of Ryan.

2. Indemnification and Insurance.

2.1 Indemnity. Surveyor shall indemnify and hold Ryan and Owner harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, arising out of or resulting from the performance of the Services, or failure to perform the Services, to the extent they are caused by or attributable to the negligent act, error or omission of Surveyor or anyone employed by Surveyor or for whose acts Surveyor may be liable.

2.2 Insurance. Surveyor shall keep and maintain the following insurance coverages:

2.2.1 Professional Liability Insurance. Surveyor shall maintain in full force and effect until the Services are completed if on an "occurrence" basis, or until at least three (3) years subsequent to completion of the Services if on a "claims made" basis, professional liability insurance covering the performance of the Services. Such insurance shall be in the amount of at least \$1,000,000. The policy retroactive date, if any, shall be no later than the date upon which the Services are first rendered.

2.2.2 Workers' Compensation and Employer's Liability Insurance. Surveyor shall maintain workers' compensation and employer's liability insurance, (or employer's "Stop Gap" liability insurance for monopolistic states) with the following minimum limits:

Part One:	Statutory		
Part Two:	\$100,000	Bodily Injury by accident	Each accident
	\$500,000	Bodily Injury by disease	Policy limit
	\$100,000	Bodily Injury by disease	Each employee

2.2.3 General Liability Insurance. Surveyor shall maintain general liability insurance (written on an occurrence form) with coverage to include; Premises/Operations, Personal Injury, Products and Completed Operations and Contractual Liability. Ryan shall be named as an additional insured under Surveyor's general liability insurance, and such coverage shall be primary and noncontributory to all other insurance or self insurance maintained by Ryan. Limits of liability shall not be less than:

\$1,000,000 each occurrence (Bodily Injury & Property Damage Combined Single Limit, including coverage for liability assumed under contract and acts of independent contractors)

\$1,000,000 general aggregate (per Job Site)

\$1,000,000 Personal Injury Liability, as usually provided under the standard ISO Commercial General Liability Coverage Form CG 00 01

\$1,000,000 Products and Completed Operations Aggregate

\$5,000 Medical Payments

2.2.4 Automobile Liability Insurance. Business Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the Services, with combined single limit coverage for bodily injury and property damage of not less than \$1,000,000 per accident.

2.2.5 Evidence of Insurance. The above insurance shall be maintained in companies lawfully authorized to do business in the state in which the Project is located and which are reasonably acceptable to Ryan. Prior to commencing the Services, Surveyor shall furnish to Ryan and Owner a certificate reflecting such insurance (ACORD form or equivalent) to be in force and providing that it will not be canceled or materially changed without at least thirty (30) days' prior written notice to Ryan and Owner. The failure of Ryan to obtain such certificates of insurance prior to commencement of performing Services, or failure to obtain any certificate of insurance evidencing renewal of coverage, shall not relieve Surveyor of its responsibilities under this Section 2.2. Consultant shall notify Design/Builder and Owner thirty (30) days prior to the active date of any reduction in the Consultant's insurance coverage.

3. Ryan's Responsibilities.

3.1 Compensation. Ryan shall pay (in the manner and at the times specified in this Section 3.1) to Surveyor, as total compensation for the Services, the amount specified in the

Project Agreement, together with the costs incurred by Surveyor for any reimbursable expenses which are described in the Project Agreement. Ryan shall make payments to Surveyor for reimbursable expenses at a rate of one (1.0) times Surveyor's actual cost for such expenses. Surveyor shall, not later than the 25th day of each month, submit an itemized monthly statement for such compensation equal to the value of the Services completed through the 25th day of that month, as such value is determined in accordance with the Project Agreement. Such monthly statement shall include an itemized listing of Surveyor's reimbursable expenses for that month. In the case of Ryan-owned projects, provided an invoice is submitted by the 25th day of a calendar month, Ryan shall make payment to Surveyor prior to the end of the succeeding calendar month. In the case of third party projects, Ryan shall make payment to Surveyor within seven (7) days after Ryan receives payment from Owner for the Services performed by Surveyor. Simultaneously with receipt of each payment, Surveyor shall furnish a mechanic's lien waiver reflecting all sums paid to Surveyor in connection with the Project.

3.2 Changes and Adjustments. Ryan may order changes in the Services consisting of additions, deletions, or other revisions, with corresponding adjustments to Surveyor's compensation and the time schedule. At the request of either party, such changes in the Services shall be authorized by written Change Order. An adjustment to Surveyor's compensation resulting from a change in the Services shall be determined by mutual acceptance of a lump sum amount, application of hourly billing rates as set forth in the Project Agreement, or in such other manner as is mutually agreed upon by Surveyor and Ryan. If Surveyor believes it is entitled to additional compensation or time for performing additional services which are beyond the scope of the Services provided for in the Project Agreement, Surveyor shall notify Ryan thereof and secure Ryan's approval prior to performing such additional services.

3.3 Furnishing Access, Information. Ryan will provide access to the Project for Surveyor's personnel and equipment necessary to perform the Services. Ryan also shall provide to Surveyor such information and documents regarding the Project that are available to Ryan such as names of parties to be recipients of Surveyor's certification, legal descriptions, existing surveys, site plans and title information. Additionally, in each Project designated by Ryan as a Project for Target Corporation, Lowe's Companies, Inc., Home Depot and/or any other national retailer, Ryan shall provide Surveyor with the survey requirements of the applicable party(ies) prior to the execution of any agreement between Ryan and Surveyor for the performance of those services.

4. Miscellaneous.

4.1 Entire Agreement. This Agreement, together with the Project Agreement, represents the entire integrated agreement between Ryan and Surveyor pertaining to the Services with respect to the Project described in the Project Agreement and supersedes all prior negotiations, representations and agreements, both oral and written. This Agreement and each Project Agreement may be amended only by written agreement signed by both Ryan and Surveyor.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Services are performed, regardless of the conflict of law principles applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

4.3 Assignment and Subcontracting. Neither Surveyor nor Ryan may assign this Agreement without the prior written consent of the other, except that this Agreement, as it relates to a Project Agreement, may be assigned by Ryan to Owner and/or Lender. Such assignment to Owner or Lender shall include a provision that Owner or Lender shall assume Ryan's obligations under this Agreement and the Project Agreement to which it relates, arising subsequent to any request by Owner or Lender to continue performance of this Agreement. Surveyor shall not subcontract any portion of the Services without the prior consent of Ryan. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

4.4 Dispute Resolution. Unless the dispute also involves Owner and the contract between Owner and Ryan does not provide for disputes to be resolved by arbitration as provided herein, all controversies, claims and disputes between Ryan and Surveyor arising out of or related to this Agreement and each Project Agreement, or the breach thereof, shall be decided by arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association. Ryan and Surveyor agree to arbitrate with other parties in a consolidated or joint proceeding all common issues or questions of fact or law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

4.5 Legal Costs. If either party hereto shall file for arbitration or bring suit against the other party to enforce the terms of this Agreement and a Project Agreement, the losing party shall pay to the prevailing party that percentage of the prevailing party's costs and expenses incurred in such action, including reasonable attorney's fees and experts' fees, equal to the ratio that the amount of the judgment or award received by the prevailing party bears to the total amount claimed by such party, but in no event more than one hundred percent (100%) of such costs and expenses; provided that the prevailing party has not rejected a bona fide written settlement offer from the other party in an amount greater than the amount of the judgment or award received, in which case the prevailing party shall be entitled to no reimbursement for its costs and expenses.

4.6 Termination. A Project Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to perform in accordance with the terms thereof and hereof, provided such failure is not cured within such seven (7)-day period. Ryan may terminate a Project Agreement for convenience at any time, in which event Surveyor shall be compensated in accordance with the terms of the Project Agreement for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from Ryan. Either party, upon seven (7) days' written notice to the other party, may terminate this Agreement, but this Agreement shall remain in effect with respect to all Project Agreements previously entered into.

4.7 Notices. All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been given when personally delivered to the respective person whose name appears below or when deposited in the United States mail, certified or registered mail, postage prepaid and addressed as follows:

If to Ryan:

Ryan Companies US, Inc.
50 South 10th Street, Suite 300

Minneapolis, MN 55403
Attention: Judy Hermanson

If to Surveyor:

Nolte Associates, Inc.
15090 Avenue of Science, Suite 101
San Diego, CA 92128-3412
Attention: Paul Robotta

Either party may change the address for mailing of notices to it hereunder and/or the person to receive such notices by giving ten (10) days' written notice thereof to the other party in the manner above provided.

4.8 No Waiver. The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement or a Project Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or right on any future occasion.

4.9 Relationship. The relationship of Surveyor to Ryan is that of an independent contractor. Nothing herein shall be construed as creating any other relationship, nor shall any employee, agent or representative of Surveyor be considered employees, agents or representatives of Ryan.

IN WITNESS WHEREOF, Ryan and Surveyor have caused this Agreement to be duly executed as of the date first above written.

RYAN COMPANIES US, INC

By: *Dennis E. Wainwright*

Its: *Vice President*

NOLTE ASSOCIATES, INC.

By: *Ronald C. Parker*

Its: *VICE PRESIDENT - RONALD C. PARKER*

Contract number (Insert cost code)

Exhibit 1

PROJECT AGREEMENT

The undersigned Surveyor agrees to perform the Services described below in accordance with the schedule and for the compensation described below, and Ryan agrees to pay such compensation, all in accordance with the terms and conditions contained herein and in that certain Master Agreement between Ryan and Surveyor. Such Master Agreement is hereby incorporated herein by reference and made a part hereof.

Project: _____
at a site located at _____

Construction
Project
Manager: _____

Legal
Department
Contact: Judy Hermanson (612/492-4280) or Marie McCallum (612/492-4331)

Services: The services described in Attachment A hereto.

Schedule: See Attachment B hereto.

Compensation (check appropriate box):

- Lump Sum \$ _____
- Hourly Rates specified in Attachment C hereto, estimated/ guaranteed to not exceed \$ _____

Plus reimbursable expenses described in Attachment C hereto.

Form of Survey Certification
(if other than that set out in Section 1.3
of Master Agreement): See Attachment A hereto.

Does Project involve (check box if applicable):

- Target Corporation
- Lowe's Companies, Inc.
- Home Depot
- Other _____

Other Matters:

Date: _____, 20__.

SURVEYOR:

RYAN:

RYAN COMPANIES US, INC.

By: _____

By: _____

Its: _____

Its: _____

Attachment A
(Description of Services; Survey Certification)

Services:

Form of Survey Certification
(if other than that set out in Section 1.3
of Master Agreement)

Attachment B
(Schedule)

Attachment C
(Hourly Rates & Reimbursable Expenses)

Classification of Personnel

Hourly Rate

Reimbursable Expenses:

- Out of town travel expenses
- Printing costs that are not a part of the Services
- Courier, delivery, postage service charges
- Other (*describe*):

EXHIBIT B
Project Agreement

Contract Number 1488-002 (Santee Mixed Use Offsites)

COST CODE: 200.201050 M

CIVIL PROJECT AGREEMENT

The undersigned Consultant agrees to perform the Services described below in accordance with the schedule and for the compensation described below, and the undersigned Design/Builder agrees to pay such compensation, all in accordance with the terms and conditions contained herein and in that certain Master Agreement Between Design/Builder and Design Consultant entered into between the undersigned Consultant and Design/Builder. Such Master Agreement Between Design/Builder and Design Consultant is hereby incorporated herein by reference and made a part hereof.

Project: Offsite Improvements for the 20 Acre Mixed Use Project located in Santee, CA.

Services: Those services which are described in Attachment A hereto.

Design Schedule: See Attachment B hereto.

Compensation (check appropriate box):

- Lump Sum \$93,100.00
- Hourly Rates specified in Attachment C hereto, but not to exceed \$ _____

Plus reimbursable expenses described in Attachment A hereto.

Schedule of Values: See Attachment C hereto.

Date: September 26, 2005

CONSULTANT:
Nolte Associates, Inc.

DESIGN/BUILDER:
RYAN COMPANIES US, INC.

Signature: [Handwritten Signature]
Title: SR VP
Date: 9.30.05

Signature: [Handwritten Signature]
Title: DIV. MGR.
Date: 10/3/05

ATTACHMENT A – (Civil)

A. The Services –

1. Reference the attached Attachment “C” for specific scope of work. Please also reference the attached proposal from Nolte & Associates dated 06/15/05 for specific task inclusions and exclusions.

B. Exclusions –

The following items are not included in the Consultant’s Services:

1. Performing traffic studies for public streets and roadways.
2. Office Condo and Theater Onsite Design (see separate Agreement)
3. Residential specific Onsite Design (to be determined)
4. Abutters, Traffic Signal and Pedestrian Access Easements (to be determined)

C. Items to be furnished by Design/Builder –

1. Boundary and topographical surveys.
2. Geotechnical reports and investigations.
3. Environmental reports and investigations.
4. Quality assurance testing services by an independent testing agency.

D. Reimbursable Expenses –

1. Out of town travel expenses.
2. Printing costs that are not a part of the Services.
3. Courier, delivery, postage and other such charges.

E. Rates for Additional Services –

Consultant shall provide additional Services at a rate of two and one half (2.5) times direct personnel expense (D.P.E.) or as set forth below.

NOLTE ASSOCIATES, Inc. Southern California
CHARGE RATES SCHEDULE FOR
RYAN COMPANIES CONTRACTS 1488-000, 1488-002, 902-177

OFFICE: TECHNICAL SERVICES

Engineering Aide/Planning Aide	\$ 52.00 /hour
Project Assistant	\$ 72.00 /hour
Project Administrator	\$ 91.00 /hour
CADD Technician I	\$ 70.00 /hour
CADD Technician II	\$ 98.00 /hour
CADD Technician III	\$ 103.00 /hour
Senior CADD Technician/Designer	\$ 109.00 /hour
Design Supervisor	\$ 128.00 /hour

PROFESSIONAL

Junior Engineer/Planner/Surveyor	\$ 91.00 /hour
Assistant Engineer/Planner/Surveyor	\$ 107.00 /hour
Associate Engineer/Planner/Surveyor	\$ 125.00 /hour
Senior Engineer/Planner/Surveyor	\$ 134.00 /hour
Manager	\$ 152.00 /hour
Structural Engineer	\$ 158.00 /hour
Associate	\$ 152.00 /hour
Principal	\$ 193.00 /hour

FIELD: CONSTRUCTION MANAGEMENT

Junior Field Engineer	\$ 83.00/hour
Assistant Field Engineer	\$ 94.00 /hour
Associate Field Engineer	\$ 111.00 /hour
Senior Field Engineer	\$ 130.00 /hour
Construction Manager	\$ 140.00 /hour

SURVEYING

1-Person Survey Crew (GPS)(Robotic)	\$ 122.00 /hour
1-Person Survey Crew	\$ 84.00 /hour
2-Person Survey Crew	\$ 170.00 /hour
3-Person Survey Crew	\$ 240.00 /hour
Senior Surveyor	\$ 133.00/hour
Survey Manager	\$ 140.00/hour

EXPENSES:

Plotting and In-house Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Other Expenses-Including Sub-Consultants and Purchased Services through Subcontracts	1.10 x Cost
Mileage - Outside local area	Per accepted IRS rate

Rates are effective through September 28, 2006. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

Litigation support will be billed at \$300.00 per hour.

Rates based on "Prevailing Wage" for Construction Management and Surveying will be determined by Project and County per California law.

ATTACHMENT B

The Design Schedule

<u>Activity</u>	<u>Date</u>
1. Finalize Surveying for Civic Center Drive Alignment	9/30/05
2. PUBLIC IMPROVEMENTS GRADING AND DRAINAGE/WET UTILITIES C.D.'S CITY/PADRE DAM SUBMITTAL	5 weeks after Finalized survey (See above)

ATTACHMENT C

Schedule of Values

1. Prepare Street Improvement Plans and Spec's: Town Center Parkway, Transit Way, Civic Center Drive (per Nolte 6/15/05 proposal)	
a. Half width street improvement plans	\$40,400.00
b. Plan Check/Processing Allowance (Time and Materials)	\$23,000.00
2. Additional Pedestrian Path Design around perimeter of Mixed Use Area (per Nolte 6/15/05 proposal).	\$10,800.00
3. Legal Descriptions and Dedicated Plats: Civic Center Drive and Transit Way (per Nolte 6/15/05 proposal).	\$5,600.00
4. Offsite Meetings Allowance (time & material) (per Nolte 6/15/05 proposal).	\$1,900.00
5. Construction Phase Services Allowance (time & Materials) (per Nolte 6/15/05 proposal).	\$5,300.00
6. General Consulting Allowance (time & materials) (per Nolte 6/15/05 proposal).	\$2,100.00
7. Reimbursables Allowance	\$4,000.00
	TOTAL: \$93,100.00

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____,
Notary Public, Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____,

Notary Public,

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,

Name(s) of Signer(s)

who 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.

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COUNTY OF _____

On _____, before me, _____,
Notary Public, Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

**CDC SUCCESSOR AGENCY
AGENDA STATEMENT**

9A

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD FROM JULY 1, 2015 TO DECEMBER 31, 2015 (“ROPS 15-16A”)**

DIRECTOR/DEPARTMENT

Tim K. McDermott, Director of Finance

SUMMARY

On December 29, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, which addressed the constitutionality of Assembly Bills 1x26 and 1x27 (“AB 26” and “AB 27”). The Court upheld, in large part, the constitutionality of AB 26 and overturned AB 27 in its entirety. In accordance with this decision, all redevelopment agencies in the state of California have been dissolved effective February 1, 2012. On January 11, 2012 the City Council elected to become the successor agency to the Santee Community Development Commission (“CDC”). As the Successor Agency, the City has certain administrative and other responsibilities for the winding down of redevelopment activities.

One such requirement is the preparation of the Recognized Obligation Payment Schedules (“ROPS”). The ROPS list all of the “enforceable obligations” of the CDC Successor Agency, the minimum amounts and due dates of payments required for each enforceable obligation and the source of funding for each required payment. The attached resolution adopts the ROPS covering the six month period from July 1, 2015 through December 31, 2015 (“ROPS 15-16A”). The Successor Agency Oversight Board will meet on February 24, 2015 to review and approve the ROPS in order to meet the March 3, 2015 filing deadline with the State Department of Finance, State Controller’s Office and County Auditor-Controller.

FINANCIAL STATEMENT *jm*

Adoption of the attached resolution along with the February 24, 2015 approval by the CDC Successor Agency Oversight Board will provide for the receipt of \$2,882,918 in property tax revenues in order to satisfy the enforceable obligations listed on the ROPS.

CITY ATTORNEY REVIEW

N/A Completed

RECOMMENDATION *POD*

Adopt the attached resolution

ATTACHMENTS (Listed Below)

Resolution

Resolution No. CDCSA _____

A RESOLUTION OF THE CDC SUCCESSOR AGENCY OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD FROM JULY 1, 2015 TO DECEMBER 31, 2015 ("ROPS 15-16A")

WHEREAS, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), the City Council of the City of Santee ("City") created the Community Development Commission of the City of Santee ("CDC"); and

WHEREAS, the CDC has been responsible for implementing the Amended and Restated Redevelopment Plan for the Santee Community Redevelopment Project covering certain properties within the City ("Project Areas"); and

WHEREAS, as part of the 2011-12 State budget bill, the California State Legislature enacted, and the Governor signed, companion bills AB 1X26 and AB 1X27; and

WHEREAS, on December 29, 2011, the California Supreme Court upheld, in large part, AB 1x26 and overturned AB 1x27, which dissolved all redevelopment agencies as of February 1, 2012; and

WHEREAS, on January 11, 2012 the City Council elected to become the successor agency to the CDC ("CDC Successor Agency"); and

WHEREAS, in accordance with AB 1484 which was signed into law on June 27, 2012 the ROPS for the period from July 1, 2015 through December 31, 2015 ("ROPS 15-16A") must be approved by the Successor Agency and Successor Agency Oversight Board and submitted to the State Department of Finance, State Controller and County Auditor-Controller for review by March 3, 2015; and

WHEREAS, on February 24, 2015 the Successor Agency Oversight Board met and approved ROPS 15-16A.

NOW THEREFORE BE IT RESOLVED, by the CDC Successor Agency of the City of Santee, California as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS. The Recognized Obligation Payment Schedule for the period from July 1, 2015 to December 31, 2015 ("ROPS 15-16A") is hereby approved, in substantially the form attached hereto as Exhibit A.

Section 3. Posting; Transmittal to Appropriate Agencies. The Director of Finance or his designee is hereby authorized and directed to provide the Recognized Obligation Payment Schedule to the Successor Agency Oversight Board for review and certification, to the State Department of Finance, the State Controller's Office and the County Auditor-Controller, and post it on the City's web site.

Resolution No. CDCSA _____

Section 4. Effective Date. This Resolution shall become effective upon its adoption.

ADOPTED by the CDC Successor Agency of the City of Santee, California at a Regular Meeting thereof held this 25th day of February, 2015 by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED

RANDY VOEPEL, MAYOR

ATTEST

PATSY BELL, CMC, CITY CLERK

Attachments: Exhibit A: Recognized Obligation Payment Schedule for the Period from July 1, 2015 to December 31, 2015 ("ROPS 15-16A")

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE

For the period from July 1, 2015 to December 31, 2015 ("ROPS 15-16A")

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency: Santee
 Name of County: San Diego

Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
A Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):	\$ 504,045
B Bond Proceeds Funding (ROPS Detail)	500,000
C Reserve Balance Funding (ROPS Detail)	-
D Other Funding (ROPS Detail)	4,045
E Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 2,883,432
F Non-Administrative Costs (ROPS Detail)	2,792,862
G Administrative Costs (ROPS Detail)	90,570
H Current Period Enforceable Obligations (A+E):	\$ 3,387,477

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	2,883,432
I Enforceable Obligations funded with RPTTF (E):	2,883,432
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(514)
K Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 2,882,918

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	2,883,432
L Enforceable Obligations funded with RPTTF (E):	2,883,432
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)	2,883,432

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

/s/ Arnold Winston Vice Chair
 Name
 Title
 2/24/2015
 Signature Date

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
 July 1, 2015 through December 31, 2015
 (Report Amounts in Whole Dollars)

Item #	Project Name / Debt Obligation	C	D	E	F	G	H	I	J	K				L				P				
										Contract/Agreement		Total Outstanding Debt or Obligation	Relief	Non-Redevelopment Property Tax Trust Fund		Funding Source			Non-Redevelopment Property Tax Trust Fund		RPTTF	
										Execution Date	Termination Date			Payee	Description/Project Scope	Project Area	Bond Proceeds		Reserve Balance	Other Funds	Non-Admin	Admin
1	Tax Allocation Bonds 2005 Series A	Bonds Issued On or Before 12/31/10	1/25/2005	8/1/2033	U.S. Bank (trustee)	Primarily non-housing projects and refunds	Sanjee	\$ 91,548,750	N	\$ 500,000	\$ 2,792,862	\$ 4,045	\$ 2,792,862	\$ 90,570	\$ 3,397,477							
2	Tax Allocation Bonds 2011 Series A	Bonds Issued After 12/31/10	3/4/2011	8/1/2041	U.S. Bank (trustee)	Non-housing projects	Sanjee	\$ 27,343,270	N	\$ -	\$ -	\$ 4,045	\$ 1,038,347	\$ -	\$ 1,042,392							
3	Tax Allocation Bonds 2011 Series B	Bonds Issued After 12/31/10	3/4/2011	8/1/2041	U.S. Bank (trustee)	Affordable housing project	Sanjee	\$ 52,335,881	N	\$ -	\$ -	\$ -	\$ 1,358,494	\$ -	\$ 1,358,494							
4	Bond trustee fees	Fees	1/25/2005	8/1/2041	U.S. Bank	Bond trustee fees (Items 1-3)	Sanjee	\$ 98,000	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284,150							
5	Arbitrage rebate analysis	Fees	5/1/2005	8/1/2041	BLX Group Inc	Arbitrage rebate calculations (Items 1-2)	Sanjee	\$ 50,600	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,850							
6	Continuing disclosure reporting	Fees	1/18/2012	8/1/2041	RNN Public Finance	Continuing disclosure reporting (Items 3)	Sanjee	\$ 20,250	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
7	Project management agreement	Improvements/Initiasture	3/11/2011	12/31/2014	SourcePart	Project Ave. and Town Center improvement projects	Sanjee	\$ 500,000	N	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000							
10	Successor agency administration	Admin Costs	7/1/2014	6/30/2015	City of Sanjee	Administrative cost reimbursement	Sanjee	\$ 181,140	N	\$ -	\$ -	\$ -	\$ -	\$ 90,570	\$ 90,570							
11	Loan from City for unfunded obligation from Jul-Dec 2012 ROPS	City/County Loans After 6/27/11	7/1/2012	6/30/2013	City of Sanjee	Administrative expenses reported on Jul-Dec 2012 ROPS unable to pay due to required "residual balance" payment	Sanjee	\$ -	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
12	Enforceable Obligation Loan	City/County Loans After 6/27/11	2/26/2013	12/31/2013	City of Sanjee	Expenses reported on prior ROPS unable to pay due to required "residual balance" payment	Sanjee	\$ -	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
16	Housing entity administrative cost allowance	Housing Entity Adminn. Cost	7/1/2014	6/30/2015	Housing Authority of the County of San Diego	Housing entity administrative cost allowance	Sanjee	\$ 150,000	N	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000							
17	Unfunded obligation - 2005 Tax Allocation Bonds January 2015 debt service	Bonds Issued On or Before 12/31/10	1/25/2005	8/1/2033	U.S. Bank (trustee)	Other available funding sources were over-estimated for Feb. 1, 2015 debt service payment resulting in insufficient RPTTF having been requested.	Sanjee	\$ 33,021	N	\$ -	\$ -	\$ -	\$ 33,021	\$ -	\$ 33,021							
18									N						\$ -							
19									N						\$ -							
20									N						\$ -							
21									N						\$ -							
22									N						\$ -							
23									N						\$ -							
24									N						\$ -							
25									N						\$ -							
26									N						\$ -							
27									N						\$ -							
28									N						\$ -							

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Cash Balances

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I						
									Fund Sources					
									Bond Proceeds		Reserve Balance		Other	RPTTF
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin									
Cash Balance Information by ROPS Period														
ROPS 14-16A Actuals (07/01/14 - 12/31/14)														
1	Beginning Available Cash Balance (Actual 07/01/14)		17,546,042			17,348	1,932,154							
2	Revenue/Income (Actual 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014		35,761			37,081	2,746,161							
3	Expenditures for ROPS 14-16A Enforceable Obligations (Actual 12/31/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q		12,054,958			33,036	4,726,609							
4	Retention of Available Cash Balance (Actual 12/31/14) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		4,179,840											
5	ROPS 14-16A RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15A PPA in the Report of PPA, Column S							514						
6	Ending Actual Available Cash Balance (C to G = (1 + 2 - 3 - 4); H = (1 + 2 - 3 - 4 - 5))	\$ -	\$ 1,347,005	\$ -	\$ -	\$ 21,393	\$ (48,908)							
ROPS 14-16B Estimate (01/01/15 - 06/30/15)														
7	Beginning Available Cash Balance (Actual 01/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ 5,526,845	\$ -	\$ -	\$ 21,393	\$ (48,294)							
8	Revenue/Income (Estimate 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015		20,000				1,674,614							
9	Expenditures for ROPS 14-16B Enforceable Obligations (Estimate 06/30/15)		750,001			17,348	1,674,616							
10	Retention of Available Cash Balance (Estimate 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		4,180,000											
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ 616,844	\$ -	\$ -	\$ 4,045	\$ (48,296)							

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

**CDC SUCCESSOR AGENCY
AGENDA STATEMENT**

9B

MEETING DATE February 25, 2015

AGENDA ITEM NO.

ITEM TITLE **TRANSFER OF REDEVELOPMENT TAX ALLOCATION BOND
PROCEEDS FROM THE PROSPECT AVENUE ENHANCEMENTS PROJECT TO THE
RIVERVIEW PUBLIC IMPROVEMENTS PROJECT**

DIRECTOR/DEPARTMENT Tim K. McDermott, Director of Finance *tm*
Melanie Kush, Acting Director of Development Services *MK*

SUMMARY

On February 23, 2011 the Santee City Council ("City Council") and the Santee Community Development Commission ("Commission") approved the issuance of redevelopment tax allocation bonds to finance redevelopment activities within or of benefit to the Santee Community Redevelopment Project Area. On March 7, 2011 the City Council and the Commission approved the use of redevelopment funds for the Prospect Avenue Enhancements and Riverview Public Improvements projects and authorized the execution of a contract with SourcePoint for the completion of these projects. The Commission also appropriated redevelopment tax allocation bond proceeds in the amount of \$25.0 million for the Prospect Avenue Enhancements project and redevelopment tax increment funds in the amount of \$3.5 million for the Riverview Public Improvements project.

With the recent completion of the Riverview Public Improvements project, final project expenditures have been reviewed and the total project cost has been determined to be \$3,672,875.12 which is \$172,875.12 greater than the \$3.5 million of redevelopment tax increment / redevelopment property tax trust funds authorized and available for this project. However, as a result of favorable construction costs with the Prospect Avenue Enhancements project, unexpended tax allocation bond proceeds are available for transfer to the Riverview Public Improvements project to fund the additional costs incurred.

FINANCIAL STATEMENT *tm*

Funding for the Riverview Public Improvements project is currently provided by \$3.5 million in redevelopment property tax increment / redevelopment property tax trust funds. Unexpended tax allocation bond proceeds are available for transfer from the Prospect Avenue Enhancements project in order to fund the additional project costs incurred of \$172,875.12.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *Rob*

Authorize the transfer of an amount not to exceed \$200,000 of redevelopment tax allocation bond proceeds from the Prospect Avenue Enhancements project to the Riverview Public Improvements project.

ATTACHMENTS (Listed Below)
None