



CITY COUNCIL
HOUSING AUTHORITY AND
SUCCESSOR AGENCY TO THE EL CAJON
REDEVELOPMENT AGENCY

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

FEBRUARY 28, 2023, 3:00 p.m.

Bill Wells, Mayor

Steve Goble, Deputy Mayor

Gary Kendrick, Councilmember

Michelle Metschel, Councilmember

Phil Ortiz, Councilmember

Graham Mitchell, City Manager

Vince DiMaggio, Assistant City Manager

Morgan Foley, City Attorney

Angela Cortez, City Clerk

CALL TO ORDER: Mayor Bill Wells

ROLL CALL: City Clerk Angela Cortez

PLEDGE OF ALLEGIANCE TO THE FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the February 14, 2023, Meeting and the Agenda of the February 28, 2023, Meeting in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **Proclamation: Granite Hills High School Championship Recognition**

AGENDA CHANGES:

CONSENT ITEMS:

Consent Items are routine matters enacted by one motion according to the RECOMMENDATION listed below. With the concurrence of the City Council, a Council Member or person in attendance may request discussion of a *Consent Item* at this time.

1. Minutes of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the February 14, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

RECOMMENDATION:

That the City Council approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title Only

RECOMMENDATION:

That the City Council approves the reading by title and waives the reading in full of all Ordinances on the Agenda.

4. Acceptance and Termination of Emergency for Sewer Main Repairs

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to accept the termination of the Emergency Sewer Main Repairs Project as complete, directs the City Clerk to record a Notice of Completion, and approves the final project cost.

5. Purchase of Concrete Mixing Trailer & Loader

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to authorize the Purchasing Agent to waive the bidding requirements in accordance with El Cajon Municipal Code section 3.20.010(C)(5), to execute a purchase agreement with Cart-Away Concrete Systems, Inc. (CACSI) for the purchase of a concrete mixing trailer and loader in the not-to-exceed amount of \$90,000.

6. Time Extension of Tentative Parcel Map (TPM) 659; 636 South Johnson Avenue; Engineering Job No. 3606

RECOMMENDATION:

That the City Council grants an extension for TPM 659 (636 South Johnson Avenue) and set the new expiration date to August 14, 2023, in accordance with Municipal Code Section 16.12.110.

7. Community Event – 2023 July 4th Picnic at Kennedy Park

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the July 4th picnic and fireworks display and authorizes the City Manager, or designee, to execute the necessary agreements and forms for the associated fireworks display at Granite Hills High School.

PUBLIC COMMENT:

At this time, any person may address a matter within the jurisdiction of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency that is not on the Agenda. Comments relating to items on today's docket are to be taken at the time the item is heard. State law prohibits discussion or action on items not on the Agenda; however, Council, Authority and Agency Members may briefly respond to statements or questions. An item may be placed on a future Agenda.

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

8. FY 2023-24 CDBG and HOME Allocations for the One Year Annual Action Plan

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and accepts public testimony for the FY 2023-24 CDBG and HOME Allocations for the One Year Annual Action Plan (Action Plan);
2. Closes the public hearing; and
3. Accepts staff recommendations for projects and programs that will be funded from the FY 2023-24 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) grant programs.

9. HOME-ARP Allocation Plan and Amendment to the FY 2019-20 and FY 2020-21 One Year Action Plans

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and takes the following actions:
 - a. Accepts testimony for the proposed amendment to the FY 2019-20 and FY 2020-21 One Year Action Plans to allocate unspent funds to Home Start for homeless outreach and services; and
 - b. Accepts testimony for the proposed Home Investment Partnerships Act Allocation Plan as part of the third amendment to FY 2021-22 One Year Action Plan;
2. Closes the public hearing; and
3. Adopts the next Resolution, in order, amending the FY 2019-20 and FY 2020-21 One Year Action Plans to allocate \$185,000 in available CDBG funds to Home Start, Inc. to carry out a COVID-19 related public service program of homeless outreach and services.

ADMINISTRATIVE REPORTS:

10. Extension of Management Agreement with Live Nation

RECOMMENDATION:

That the City Council authorizes the City Manager to execute the First Amendment to the Management Agreement between the City of El Cajon and Live Nation Worldwide, Inc.

11. Recommendation to Reject Bids for RFP 009-23 (Design-Build-Operation of Digital Message Board)

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, rejecting the bids for RFP 009-23, and authorizes staff to make such changes to the RFP to allow for the option of a secondary site for the project.

12. City Council Action Plan (2023)

RECOMMENDATION:

That the City Council approves the draft City Council Action Plan for 2023.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

SANDAG (San Diego Association of Governments) Board of Directors.

13. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

14. **DEPUTY MAYOR STEVE GOBLE**
MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.
15. **COUNCILMEMBER GARY KENDRICK**
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
16. **COUNCILMEMBER MICHELLE METSCHEL**
Harry Griffen Park Joint Steering Committee; METRO Commission/Wastewater JPA – Alternate; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.
17. **COUNCILMEMBER PHIL ORTIZ**
League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

JOINT COUNCILMEMBER REPORTS:

18. Installation of Safety Barriers on Interstate 8

RECOMMENDATION:

That the City Council directs staff to prepare a letter to Caltrans, on behalf of the entire City Council, requesting that safety barriers be installed along Interstate 8 between Greenfield Drive and State Route 67.

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

ADJOURNMENT: The Adjourned Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 28th day of February 2023, is adjourned to Tuesday, March 14, 2023, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: February 28, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Angela Cortez, City Clerk

SUBJECT: Minutes of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the February 14, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

02-14-23DRAFTminutes - 3PM

JOINT MEETING OF THE EL CAJON CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

February 14, 2023

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, February 14, 2023, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agencymembers present:
Council/Agencymembers absent:
Deputy Mayor/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Kendrick, and Ortiz
Metschel
Goble
Wells
Mitchell, City Manager/Executive Director
DiMaggio, Assistant City Manager
Foley, City Attorney/General Counsel
Cortez, City Clerk/Secretary

PLEDGE OF ALLEGIANCE TO THE FLAG led by Mayor Wells and MOMENT OF SILENCE.

POSTINGS: The City Clerk posted Orders of Adjournment of the January 24, 2023, meetings and the Agenda of the February 14, 2023, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS: None

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 10)

MOTION BY WELLS, SECOND BY ORTIZ, to APPROVE Consent Items 1 to 10.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (METSCHEL – Absent).

1. Minutes of El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meetings

Approve Minutes of the January 24, 2023, Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approve payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title Only

Approve the reading by title and waives the reading in full of all Ordinances on the Agenda.

4. Board of State and Community Corrections (BSCC) - Officer Wellness and Mental Health Grant

1. Authorize the City Manager, or designee, to accept the BSCC Officer Wellness and Mental Health Grant in the amount of \$82,845.75 and to execute any grant documents and agreements necessary for the receipt and use of these funds: and
2. Appropriate \$82,845.75 of BSCC Officer Wellness and Mental Health Grant funding to the Police Misc. Grants Funds to help fund programs for establishing and expanding officer wellness and peer support programs.

CONSENT ITEMS: (Continued)

5. Acceptance of Public Improvements for Tentative Subdivision Map (TSM) 604, Legacy Townhomes, Engineering Job No. 3020.

1. Accept the improvements; and
2. Authorize the City Clerk to release the security guaranteeing the improvements in accordance with the subdivision agreement and requires the developer to maintain insurance in force until the release of all bonds for the project.

6. Continuation of Emergency for Sewer Main Repairs

That the City Council adopts Resolution No. 006-23 proclaiming the Continuation of Emergency for Sewer Main Repairs in the City of El Cajon.

7. Acceptance of Public Improvements for Tentative Subdivision Map (TSM) 642, Mary Street, Engineering Job No. 3143.

1. Accept the improvements; and
2. Authorize the City Clerk to release the security guaranteeing the improvements in accordance with the subdivision agreement and requires the developer to maintain insurance in force until the release of all bonds for the project.

8. Acceptance of the Pipeline and Rehabilitation Project (210021PWCP)

1. Accept the Pipeline Lining and Rehabilitation Project (210021PWCP), Bid No. 001-22; and
2. Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with the contract terms.

9. Appointment to Public Safety Facility Financing Oversight Committee

That the City Council ratify the appointment of Derrek Cardinale to the Public Safety Facility Financing Oversight Committee (PSFFOC) for a term to expire January 31, 2027.

CONSENT ITEMS: (Continued)

10. Heartland Fire Administrative Offices - Project Acceptance

- 1. Accept the Heartland Fire Administrative Offices project, 200012PWCP; and
- 2. Authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

PUBLIC COMMENT:

Richard Von Tersch requested police patrol on his area of town. Mr. Von Tersch also stated that the City’s Gateway publication is not offered in his neighborhood.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

- 11. Appeal of Planning Commission's Decision Denying a Request to Add Off-Sale Alcohol to an Existing Convenience Store at 500 N. Second Street

RECOMMENDATION:

That the City Council:

- 1. Reopens the continued Public Hearing and receives testimony;
- 2. Closes the Public Hearing;
- 3. Moves to adopt the next Resolution, in order, affirming the decision of the El Cajon Planning Commission and DENYING the request to add off-sale alcohol to an existing convenience store at 500 N. Second Street.

DISCUSSION

City Attorney Foley stated that the appeal had been withdrawn by applicant and reminded the City Council that the Public Hearing opened at the January 10, 2023 meeting continued opened and public testimony should be accepted.

Mayor Wells continued the Public Hearing.

No public comment was received.

No further Motion required.

ADMINISTRATIVE REPORTS:

12. Modification of New Hire Incentive Program for Sworn Police Officers

RECOMMENDATION:

That the City Council authorizes the modification of the Police Department’s “New Hire Incentive Program for Sworn Police Officers.”

DISCUSSION

Director of Human Resources, Marisol Thorn, provided detailed information of the Item.

No public comment was received.

Discussion ensued among Council and Staff concerning the following:

- Incentive amounts offered by other Cities;
- Request to modify the incentive amount to \$25,000; and
- Cost of incentive amount is less than the cost of training a new officer.

MOTION BY GOBLE, SECOND BY KENDRICK, to AUTHORIZE the modification of the Police Department’s New Hire Incentive Program for Sworn Police Officers.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (METSCHER – Absent).

13. Deemed Approved Lodging Establishment Update

RECOMMENDATION:

That the City Council receives the report, provides feedback, and gives staff direction.

DISCUSSION

City Manager Mitchell provided detailed information of the Item.

No public comment was received.

MOTION BY WELLS, SECOND BY KENDRICK, to ACCEPT the report.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (METSCHER – Absent).

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

SANDAG (San Diego Association of Governments) Board of Directors.

14. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

15. DEPUTY MAYOR STEVE GOBLE

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.

Council Activities Report/Comments.

Report as submitted.

16. COUNCILMEMBER GARY KENDRICK

METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

Council Activities Report/Comments.

Report as submitted.

17. COUNCILMEMBER MICHELLE METSCHEL

Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate; METRO Commission/Wastewater JPA – Alternate.

Council Activities Report/Comments.

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

18. COUNCILMEMBER PHIL ORTIZ

League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

Council Activities Report/Comments.

Report as submitted.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION - None

CLOSED SESSIONS: None

Adjournment: Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 14th day of February, 2023, at 3:27 p.m., to Tuesday, February 28, 2023, at 3:00 p.m.

ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council
Agenda Report

Agenda Item 4.

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Acceptance and Termination of Emergency for Sewer Main Repairs

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to accept the termination of the Emergency Sewer Main Repairs Project as complete, directs the City Clerk to record a Notice of Completion, and approves the final project cost.

BACKGROUND:

On January 24, 2023, the City Council declared an emergency for sewer main repairs at the intersection of East Lexington Avenue, First Street and 981 Tyrone Street. Following the City's Declaration, the City's contractor (Jimenez Inc. dba MJC Construction) replaced the damaged pipelines, backfilled voids, and restored surface improvements.

On February 1, 2023, staff inspected all emergency repair work and deemed the work complete. Staff estimated that the project would not exceed \$80,000. MJC Construction submitted two invoices, one for \$25,370 and another for \$47,218.96, totaling \$72,588.96. Staff recommends that the City Council accepts the termination of the Emergency for Sewer Main Repairs, directs the City Clerk to record a Notice of Completion, and approves the final project cost of \$72,588.96.

FISCAL IMPACT:

Funding in the amount of \$72,588.96 is available through the Fiscal Year 2022-23 Wastewater Operations Budget (650720).

Prepared By: Mike James, Deputy Director of Public Works

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. __-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY

WHEREAS, in January, 2023, while conducting a routine sewer system inspection, City Operations staff discovered two (2) failed 8-inch diameter pipelines, with excessive moisture surrounding the failed pipe sections, located at the intersection of East Lexington Avenue and First Street and 681 Tyrone Street; and

WHEREAS, on Tuesday, January 24, 2023, the City Manager proclaimed an emergency due to the location of the existing pipe failures, excessive rainfall events, and the risk that existing utilities, street, and sidewalk infrastructure could collapse, as allowed by El Cajon Municipal Code section 2.04.145, and authorized expenditures to make the needed repairs in order to take immediate measures to prevent further collapse; and

WHEREAS, the City Council ratified the actions of the City Manager and proclaimed the local emergency by adopting Resolution No. 005-23 on January 24, 2023; and

WHEREAS, on February 14, 2023, the City Council adopted Resolution No. 006-23 proclaiming the continuation of the local emergency located at the intersection of East Lexington Avenue and First Street and 681 Tyrone Street; and

WHEREAS, the emergency sewer main repairs have been completed by City's contractor, Jimenez Inc. dba MJC Construction, and the repairs have been inspected and deemed complete by City staff; and

WHEREAS, the final amount expended for the emergency repairs is \$72,588.96, and Wastewater Operation funds are available to cover the final costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby proclaims the termination of the local emergency.
3. The City Council hereby authorizes appropriation of funds in the sum of \$72,588.96 from the City's Wastewater Operations, to cover the total cost of the emergency repairs.



City Council
Agenda Report

Agenda Item 5.

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Purchase of Concrete Mixing Trailer & Loader

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to authorize the Purchasing Agent to waive the bidding requirements in accordance with El Cajon Municipal Code section 3.20.010(C)(5), to execute a purchase agreement with Cart-Away Concrete Systems, Inc. (CACSI) for the purchase of a concrete mixing trailer and loader in the not-to-exceed amount of \$90,000.

BACKGROUND:

The Public Works Department submitted the attached memorandum dated January 13, 2023, with sole source justification to purchase a CMK-175 1-3/4 Cubic Yard MixKing Mixing Trailer and CLP-200 LoadPro Loader from CACSI due to availability, functionality, and compatibility with existing equipment.

The sole source request has been reviewed and the Purchasing Division has confirmed that CACSI is the sole manufacturer and distributor of the above mentioned trailer and loader in the United States.

As a result, this purchase is recommended as an exception to the City's competitive bidding requirement pursuant to ECMC section 3.20.010(C)(5), finding that: "The bidding procedures of this chapter may be waived, and an open market purchase pursuant to section 3.20.110 of this chapter may be authorized for all expenditures not involving a public project when the commodity or service can be obtained from only one source." Staff recommends this purchase be made from CACSI as being in the best interest of the City.

FISCAL IMPACT:

The fiscal impact of this procurement is \$90,000, which includes the units specified above and a contingency amount of \$6,982.74 (\$83,017.26 for equipment and \$6,982.74 for estimated costs/freight). Sufficient funds are available in Fiscal Year 2022-23 Annual Budget: Public Works – Gas Tax Street Maintenance (211500) and Public Works – Wastewater-Maintenance (650720).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

PW Cart-Away Memo

RESOLUTION NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL CAJON APPROVING THE
PURCHASE OF CONCRETE MIXING TRAILER AND LOADER
AND AUTHORIZING THE EXECUTION OF
A PURCHASE ORDER

WHEREAS, the Public Works Department (the "Department") of the City of El Cajon (the "City") has submitted a memorandum dated January 13, 2023, with sole source justification to purchase a CMK-175 1-3/4 Cubic Yard MixKing Mixing Trailer and CLP-200 LoadPro Loader from Cart-Away Concrete Systems, Inc. ("CACSI") due to availability, functionality, and compatibility with existing equipment; and

WHEREAS, the sole source request has been reviewed and the Purchasing Division of the City's Finance Department has confirmed that CACSI is the sole manufacturer and distributor of the abovementioned trailer and loader in the United States; and

WHEREAS, this purchase is recommended as an exception to the City's competitive bidding requirement pursuant to ECMC section 3.20.010(C)(5), finding that: "The bidding procedures of this chapter may be waived, and an open market purchase pursuant to section 3.20.110 of this chapter may be authorized for all expenditures not involving a public project when the commodity or service can be obtained from only one source;" and

WHEREAS, staff recommends that the City Council authorizes the City's Purchasing Agent to waive bidding requirements in accordance with ECMC section 3.20.010(C)(5), and to execute a Purchase Order with CACSI (the "Agreement") for the purchase of CMK-175 1-3/4 Cubic Yard MixKing Mixing Trailer and CLP-200 LoadPro Loader in the not-to-exceed amount of \$90,000.00; and

WHEREAS, the fiscal impact of this procurement is \$90,000, which includes the units specified above and a contingency amount of \$6,982.74 (\$83,017.26 for equipment and \$6,982.74 for estimated costs/freight); and

WHEREAS, Sufficient funds are available in Fiscal Year 2022-23 Annual Budget: Public Works – Gas Tax Street Maintenance (211500) and Public Works – Wastewater-Maintenance (650720); and

WHEREAS, the City Council believes it to be in the City's best interest to waive the bidding requirements and enter into the Purchase Order with CACSI for the purchase of CMK-175 1-3/4 Cubic Yard MixKing Mixing Trailer and CLP-200 LoadPro Loader in the not-to-exceed amount of \$90,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.

2. The City Council hereby authorizes the City to waive bidding requirements in accordance with ECMC section 3.20.010(C)(5) and approves entering into the Purchase Order with CACSI for the not-to-exceed amount of \$90,000.00.

3. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to execute the Purchase Order, with any such changes and refinements as may be necessary and approved by the City Manager.

4. The City Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute any subsequent amendments to the Purchase Order, or other documents necessary, as may be approved by the City Manager, on behalf of the City of El Cajon.

02/28/2023 CC Agenda

Reso – Approve Purchase of Mixing Trailer and Loader (cacsi)(waive bid req) 022223

CITY OF EL CAJON



MEMORANDUM

DATE: January 13, 2023

TO: Mara Romano, Purchasing Agent

VIA: Yazmin Arellano, Director of Public Works

FROM: Mike James, Deputy Director of Public Works - Operations

SUBJECT: Sole Source Request to Purchase Concrete Mixing Trailer and Loader

Public Works Operations has experienced two to six-week delays when ordering concrete trucks to repair or replace concrete flatwork in the City. Concrete companies are only committing to deliveries after mid-morning. These two issues are problematic for two reasons. First, the extended delivery date is nearly impossible to predict if that will be a good day to pour concrete. Weather conditions and competing City projects affect whether or not a concrete job can occur. Second, delivering concrete after mid-morning causes the Streets Division to incur overtime to finish and safeguard the concrete so the panels are not vandalized. Lastly, concrete companies have stated that anything less than nine yards (a full truck) ordered will not be delivered. In addition, if less than nine yards of concrete are used, the delivery trucks will not haul away the excess concrete, and staff will have to find other locations nearby to use the additional concrete.

These issues prompted staff to explore alternatives to ordering truckloads of concrete.

1. Order Smaller Carts of Concrete: This is currently what staff does to replace smaller concrete projects. A 2-3 yard concrete cart can be ordered for ~\$500, and staff picks it up and transports it to the project site. One cart can replace only 3-4 concrete sidewalk panels.
2. Purchase a compact Concrete Cart and Loader: Rather than renting a cart for one-time projects, if a trailer and loader were purchased, it would allow the Street divisions to control the timeliness of concrete deliveries, which would serve as one of the solutions to the City Council goal of City Beautification to be performed by staff. It will also serve as a timely way to repair sidewalks as requests are received throughout the year without worrying about concrete companies' schedules, including the repair of identified tripping hazards.

Historically, Public Works has received the following sidewalk repair requests:

Year	Estimated # Annual Requests
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2020	113
2021	75
2022	119

From this information, staff believed that the number of sidewalk repairs would remain constant. However, considering the current Engineering Department assessment identifying all sidewalk-tripping hazards in the City, the number of anticipated requests is increasing.

Staff recommends purchasing equipment and performing the concrete work in-house. Staff researched compact concrete mixers and trailers and determined that Cart-Away Concrete Systems has a 1.75 cubic yard concrete mixing trailer that would best work with our existing equipment. Another manufacturer does not offer this size and type of compact concrete mixing trailer. Staff solicited a quote from Cart-Away Concrete Systems, Inc. for a 1.75 cubic yard MixKing Mixing Trailer and CLP-200 LoadPro (trailer and loader). Staff requests to purchase the trailer and loader through the sole source procurement process.

Cart-Away Concrete Systems, Inc. submitted a sole source letter to the City that described the specific reasons why the trailer and loader are considered a product of a sole source provider. Those reasons include the following:

1. A proprietary design and function of the units, a custom hopper that facilitates loading of the trailer, and
2. Cart-Away Concrete Systems, Inc. is the sole manufacturer of this trailer and loader in the United States; no other representatives can sell these products.

During the quote solicitation process, staff searched multiple websites offering similar concrete trailers and loading units. In every instance but one, the units were not for sale, only for rent. And those companies referred us to Cart Away Concrete Systems as their source. The only business with the trailer and loader available for sale is outside of the United States.

Recommendation: Staff requests that Cart-Away Concrete Systems, Inc. is identified as a sole source vendor with the recommendation that the City purchase a 1.75 cubic yard MixKing Mixing Trailer and CLP200 LoadPro. The benefits of owning a concrete mixer will allow Public Works operations to provide concrete in the right-of-way and in the City parks and drainage channels more efficiently by producing concrete at the Operations Yard and transporting it throughout the City. It will also allow staff to respond to MyCivic and Engineering Division requests that require concrete efficiently and effectively.

Reviewed by:



Yazmin Arellano
Director of Public Works

Approved by:



Graham Mitchell
City Manager

Attachments:

1. Sole Source Request Form
2. Cart-Away Concrete Systems Sole Source Memorandum
3. Quote



City Council
Agenda Report

Agenda Item 6.

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Time Extension of Tentative Parcel Map (TPM) 659; 636 South Johnson Avenue; Engineering Job No. 3606

RECOMMENDATION:

That the City Council grants an extension for TPM 659 (636 South Johnson Avenue) and set the new expiration date to August 14, 2023, in accordance with Municipal Code Section 16.12.110.

BACKGROUND:

City Council Resolution No. 087-18 conditionally approved TPM 659 with an expiration date of August 14, 2020. At the request of the engineer of work, the City Council granted two time extensions. Section 16.12.110 of the Municipal Code allows for three one-year extensions. This request is the third of three allowable time extensions.

TPM 659 will create a four-lot subdivision on the northwest corner of South Johnson and Franklin Avenue; APN 487-531-12; General Plan designation; medium density residential (MR).

FISCAL IMPACT:

None. All costs are paid by the developer.

Prepared By: Jaime Campos, Associate Engineer
Reviewed By: Yazmin Arellano, Director of Public Works
Approved By: Graham Mitchell, City Manager

Attachments

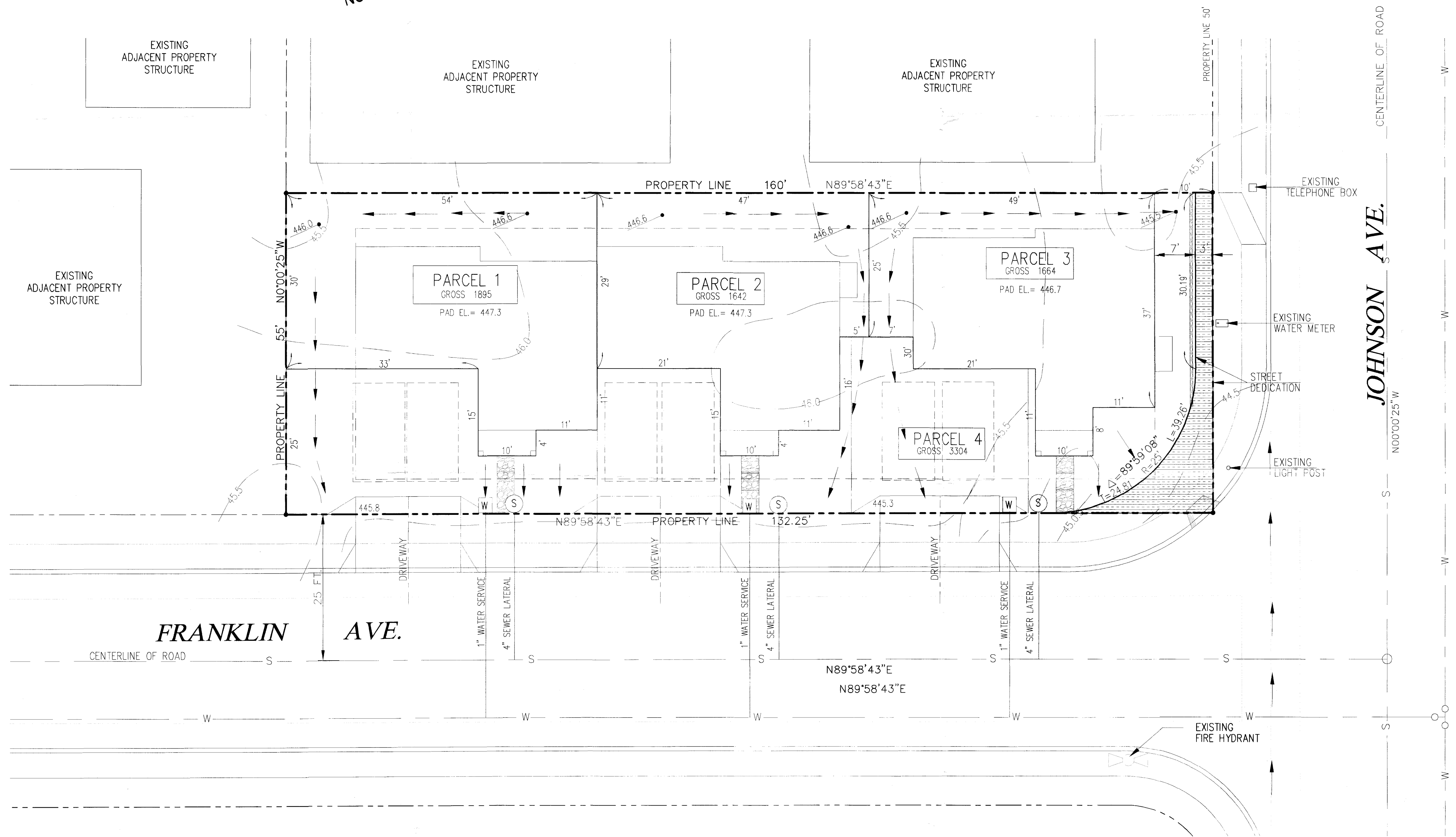
Tentative Parcel Map No. 659

TENTATIVE PARCEL MAP

636 JOHNSON AVE., EL CAJON, CA 92021

APN: 487-531-12-00

SCALE: 1"=10'-0"



- WATER
PADRE DAM WATER DISTRICT
- SEWER
EL CAJON, CALIFORNIA
- FIRE
EL CAJON, CALIFORNIA
- POWER
SDG&E
- TELEPHONE
AT&T
- AVERAGE SLOPE
LESS THAN 2%
- TOPOGRAPHY
RP ENGINEERS

ADDITIONAL REQUIREMENTS
STREET LIGHTING TO BE COMPLIED WITH EL CAJON STANDARDS

TOTAL AREA GROSS
8,500 SQ. FT. ALL RESIDENTIAL

PUBLICLY MAINTAINED ACCESS ROAD
FRANKLIN AVE. & JOHNSON AVE.

PRESENT & PROPOSED ZONING
RM-2200 ZONE

GRADING
GROSSEMONT HIGH SCHOOL
855 EL CAJON

SITE ADDRESS
636 SO. JOHNSON AVE. EL CAJON CALIFORNIA 92020

APPLICANT/OWNER

NADA NAJIM

ALRITA, LLC
3090 COTTONWOOD VIEW DRIVE
EL CAJON, CA, 92019



VICINITY MAP
N.T.S.

LEGEND

- SPOT ELEVATION
- SUBDIVISION BDRY
- LOT LINE
- CENTER LINE
- FLOW DIRECTION 1% MIN.
- EXISTING FENCE
- EXISTING 8" SEWER LINE
- EXISTING 8" WATER LINE
- EXISTING FIRE HYDRANT
- PROPOSED DRIVEWAY
- EXISTING CONCRETE PAVING
- EXISTING CURB AND GUTTER
- EXISTING POWER POLE
- PROPOSED CONCRETE
- PROPOSED WOOD FENCE
- PROPOSED 4" LATERAL
- PROPOSED 1" WATER LATERAL

BENCH MARK

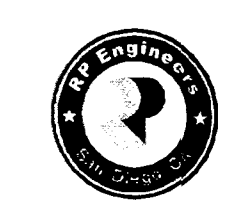
STD BM T/C S END CB RET SW COR
RENETTE ST & JOHNSON AVE.
BM NO. 137
ELEV. = 457.9

LEGAL DESCRIPTION

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
LOT 15 IN BLOCK 3 OF FRANKLIN CENTER, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2098, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 19, 1928.
APN: 487-531-12-00

LOT SCHEDULE

DESCRIPTION	AREA, S.F.	REMARKS
PARCEL 1	1895	
PARCEL 2	1642	
PARCEL 3	1664	
PARCEL 4	3304	COMMON SPACE
ST. DEDICATION	295	
TOTAL	8,800 S.F.	0.20 AC.



RP ENGINEERS
CIVIL ENGINEERING & SURVEYING
845-C E. STREET
NATIONAL CITY, CA 91950
TEL. No. (619) 474-4904
rpengineers@yahoo.com

ENGINEER OF WORK:

ROMULO F. PUERTOLLANO RCE# 27246 DATE 6-22-18

PUD 350 TPM 659
South Johnson Residences
636 South Johnson Avenue

REVISIONS	BY
6-22-18	

RP ENGINEERS USA
CIVIL/STRUCTURAL CONSULTANTS
845-C E. 8TH STREET, NATIONAL CITY, CA 91950
(619) 474-4904

636 JOHNSON AVENUE DEVELOPMENT
EL CAJON, CALIFORNIA 92021

Date
Scale
Drawn
Job



City Council
Agenda Report

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Community Event – 2023 July 4th Picnic at Kennedy Park

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the July 4th picnic and fireworks display and authorizes the City Manager, or designee, to execute the necessary agreements and forms for the associated fireworks display at Granite Hills High School.

BACKGROUND:

The annual July 4th picnic and fireworks at Kennedy Park, hosted by the City, will have a patriotic theme and include live bands, family games, train rides around the park, and crafts for children.

A Traffic Control Plan, providing the least amount of impact on the community, has been prepared by the Public Works Traffic Engineering Division and approved by the City's Traffic Engineer. Approval for the street closures on July 4th from 8:00 a.m. to 10:30 p.m. is requested.

Closures include:

Tuesday, July 4, 2023

8:00 a.m. to 10:30 p.m. Kennedy Center Parking Lot (NO Public Parking)

8:00 a.m. to 10:30 p.m. Fourth Street from Madison Avenue to Granite Hills Drive

The Traffic Control Plan will be coordinated with Public Works staff and Police, ensuring the effective movement of vehicles and pedestrians, promoting a safe and healthy event.

FISCAL IMPACT:

Funding for the event is included in the Fiscal Year 2022–2023 budget, account 101610.

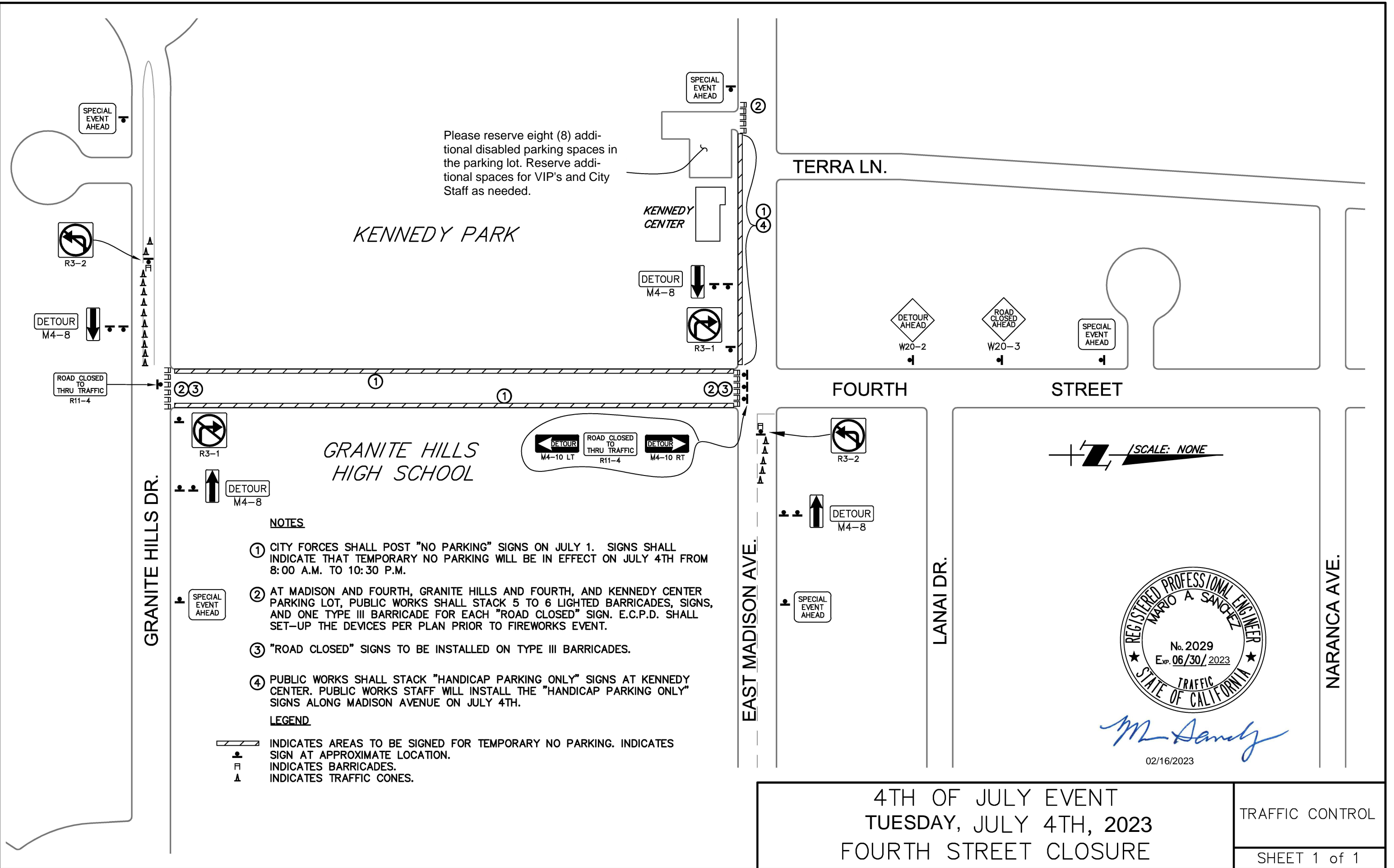
Prepared By: Julie Alon, Parks and Recreation Manager

Reviewed By: Frank Carson, Director of Parks & Recreation

Approved By: Graham Mitchell, City Manager

Attachments

July 4 Traffic Plan 2023



Please reserve eight (8) additional disabled parking spaces in the parking lot. Reserve additional spaces for VIP's and City Staff as needed.

KENNEDY PARK

KENNEDY CENTER

GRANITE HILLS HIGH SCHOOL

TERRA LN.

FOURTH STREET

STREET

GRANITE HILLS DR.

EAST MADISON AVE.

LANAI DR.

NARANCA AVE.

NOTES

- ① CITY FORCES SHALL POST "NO PARKING" SIGNS ON JULY 1. SIGNS SHALL INDICATE THAT TEMPORARY NO PARKING WILL BE IN EFFECT ON JULY 4TH FROM 8:00 A.M. TO 10:30 P.M.
- ② AT MADISON AND FOURTH, GRANITE HILLS AND FOURTH, AND KENNEDY CENTER PARKING LOT, PUBLIC WORKS SHALL STACK 5 TO 6 LIGHTED BARRICADES, SIGNS, AND ONE TYPE III BARRICADE FOR EACH "ROAD CLOSED" SIGN. E.C.P.D. SHALL SET-UP THE DEVICES PER PLAN PRIOR TO FIREWORKS EVENT.
- ③ "ROAD CLOSED" SIGNS TO BE INSTALLED ON TYPE III BARRICADES.
- ④ PUBLIC WORKS SHALL STACK "HANDICAP PARKING ONLY" SIGNS AT KENNEDY CENTER. PUBLIC WORKS STAFF WILL INSTALL THE "HANDICAP PARKING ONLY" SIGNS ALONG MADISON AVENUE ON JULY 4TH.

LEGEND

- INDICATES AREAS TO BE SIGNED FOR TEMPORARY NO PARKING. INDICATES SIGN AT APPROXIMATE LOCATION.
- INDICATES BARRICADES.
- INDICATES TRAFFIC CONES.

SCALE: NONE



M. Sanchez
02/16/2023

<p>4TH OF JULY EVENT TUESDAY, JULY 4TH, 2023 FOURTH STREET CLOSURE</p>	<p>TRAFFIC CONTROL</p>
<p>SHEET 1 of 1</p>	



City Council Agenda Report

Agenda Item 8.

DATE: February 28, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Jose Dorado, Housing Manager

SUBJECT: FY 2023-24 CDBG and HOME Allocations for the One Year Annual Action Plan

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and accepts public testimony for the FY 2023-24 CDBG and HOME Allocations for the One Year Annual Action Plan (Action Plan);
2. Closes the public hearing; and
3. Accepts staff recommendations for projects and programs that will be funded from the FY 2023-24 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) grant programs.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) provides funding each year to eligible jurisdictions through the federal CDBG and HOME entitlement programs. These federal funds must be used for eligible projects and programs that benefit low and moderate income individuals and households in the City of El Cajon that are consistent with the City's approved Five-Year Consolidated Plan (Consolidated Plan).

CDBG funds are used for community development activities (public services) and public facility/capital improvement/other housing related projects. HOME funds can be used solely to assist in providing affordable housing opportunities.

ANNUAL ACTION PLAN

In order to implement the goals and priorities of the 2019-2024 Consolidated Plan, the City must annually prepare and adopt a One Year Action Plan, which specifies the use of CDBG and HOME resources for the fiscal year. Following the allocation decisions from this public hearing, the draft Action Plan will be prepared and made available for public review and comment for a minimum 30-day period. After incorporating public comments, the Action Plan will be presented to the City Council at a second public hearing tentatively scheduled for April 25, 2023, for final approval and adoption. Once approved, the Action Plan will be submitted to HUD for review by May 17, 2023. Upon approval by HUD, the funds will become available on or after July 1, 2023.

FY 2023-24 CDBG AND HOME FUNDING

Staff prepared the funding recommendations using the allocations from FY 2022-23 since HUD has not yet announced the allocation amounts for FY 2023-24. For FY 2023-24, the CDBG allocation is estimated to be \$1,219,861 and the HOME allocation is estimated to be \$665,010. Included in this report is also \$170,106 in prior year CDBG Unallocated Funds and \$2,365,757 in prior year HOME Housing Pool of Funds.

CDBG PROPOSALS RECEIVED

Through the published application process for CDBG projects and programs, the City received eleven (11) eligible requests. The complete Applications Binder is available in the City Clerk's Office for City Council and public review. As in past years, the requests for funding exceed the amounts expected to be available for allocation. Recommendations for the various categories of funding are listed below, and are also summarized in Attachment "1" of this report.

PLANNING AND ADMINISTRATION (Maximum 20% of annual CDBG Grant)

Based on an estimated allocation of \$1,219,861, approximately \$243,972 will be available for planning and administration activities. Staff recommends awarding the funds as follows:

CDBG Administration – The City provides staffing, management, accounting, and fiscal oversight for the administration and implementation of both the CDBG and HOME programs. These activities will require the maximum amount of CDBG Administration funds available to adequately administer both funds for FY 2023-24. Staff recommends allocating \$203,972 in CDBG funds to the City's Community Development Department for required administration, including internal and external costs. These include training, environmental reviews, consultant and legal services. This activity is also recommended for additional funding, up to the maximum 20%, once the final allocation amount is known.

CSA San Diego County – Fair Housing & Landlord/Tenant Services – The provision of fair housing services is mandatory for federal programs, including the CDBG and HOME programs. CSA San Diego County requested funds to provide fair housing and landlord/tenant services for City of El Cajon residents. Staff recommends funding for CSA San Diego County, in the total amount of \$40,000 in CDBG funds. An increase in funding is based on the programs and services that were added to the 2021-2029 Housing Element and the requirement to affirmatively further fair housing.

PUBLIC SERVICES (Maximum 15% of annual CDBG Grant)

The City received eight (8) applications for public service programs. Staff anticipates that a maximum of approximately \$182,979 will be available for allocation to Public Service programs and projects in FY 2023-24, and recommends as follows:

Community Policing (Crime Free Multi-Housing) - Funds were requested for the continued provision of the Crime Free Multi-Housing Program which serves residents citywide by reducing crime and increasing safety in neighborhoods. Staff recommends funding this activity in the same amount as the previous fiscal year of \$37,086.

East County Transitional Living Center (Emergency Shelter Program) - Funds were requested once again to provide emergency shelter for the homeless. The program proposes to serve 250 persons with emergency shelter beds (up to 60 days), as well as providing food and case management. This program has received operational support from the City since 2005. Staff

recommends funding this activity in the amount of \$100,000 to ensure continuing shelter availability.

ElderHelp of San Diego (Senior Care Coordination Program) – Funds were requested for operational support for the provision of in-home case management, referrals and transportation for El Cajon seniors. The program has received funding for the past four years. ElderHelp anticipates serving 45 individuals with in-home or other case management services in FY 2023-24. Staff recommends funding this activity in the amount of \$10,000.

Interfaith Shelter Network (Rotational Shelter Program) - Funds were requested to provide emergency shelter for homeless individuals at East County churches on a rotational basis during the winter months or, if available, hotels/motels. Each church and/or hotel/motel agrees to provide shelter, food and services. The program proposes to serve up to 15 people from El Cajon over the winter months that the shelter is operating. Staff recommends funding this activity in the amount of \$10,893.

Mama's Kitchen (Home-Delivered Meal Program) – Funds in the amount of \$12,500 were requested for continued support for the Home-Delivered Meal Program which delivers meals for critically ill El Cajon residents. The no-cost meals provide daily nutrition for clients and their dependent children who are at risk of malnutrition due to cancer, diabetes, heart failure and kidney disease. Funds will be used to support the purchase of food and meal containers. Due to limited CDBG funds available, this program is not recommended for funding with this funding source. Staff believes this program meets a critical need and is a valuable benefit. Therefore, staff will propose to use a portion of remaining CDBG-CV funds for the Mama's Kitchen program, and will come before the City Council with an Action Plan amendment in April 2023.

Meals on Wheels (Meals on Wheels El Cajon) - Funds were requested once again for the provision of meals to low-income, homebound seniors within the City. The program proposes to serve 189 El Cajon seniors. This program has received operational support from the City since 1992. Staff recommends funding this activity in the amount of \$25,000.

Heartland Coalition (Affirmative Fair & Equal Access Housing) – Funds in the amount of \$75,000 were requested to build a structural-insulated-panel (SIP) dwelling unit to house a homeless or low-income family in El Cajon. Heartland Coalition Carpentry and Construction Pre-Apprenticeship Program's CDBG application describes the project as a job training program. Their goal is to have ten (10) low-income pre-apprenticeship trainees during the construction of the home. Due to limited CDBG funds and City Council's priority goals within the Consolidated Plan, this program is not recommended for funding as it falls within the public service cap of 15%.

Home Start, Inc. (El Cajon Outreach and Homeless Services) – Funds in the amount of \$182,979 were requested to expand the street outreach team and assist with encampments in collaboration with El Cajon staff. Street outreach includes wraparound services for clients for self-sufficiency, access to mental health and substance abuse programs, childcare referrals, and employment training. In addition to referrals, case management is also provided to help find permanent housing solutions or long-term housing programs. Due to limited CDBG funds available, this program is not recommended for funding with this funding source. However, staff will be recommending funding Home Start's request with prior year CDBG funds under a separate agenda item at today's City Council meeting.

PUBLIC FACILITIES/CAPITAL IMPROVEMENT/OTHER PROJECTS (Up to the remaining funds available)

CDBG allows the City to use funds to conduct a variety of public facility and public improvement projects that benefit low and moderate income residents. This includes facilities and improvements that are publicly owned, or that are owned by a nonprofit and open to the public (with certain exceptions). Previous City Council direction has been to maximize and prioritize the use of CDBG funds for CDBG-eligible, City-owned public facility improvements serving the entire community. The City Council has preferred to prioritize funding to continuing phased projects and projects already underway, before funding new projects.

In FY 2023-24, staff estimates that \$792,910 in CDBG funds will be available for allocation to public facility/capital/other activities. In addition, staff has identified \$170,106 in CDBG unallocated funds carried over from previous years that can be used for these type of activities. This brings the total available for eligible projects to \$963,016 in this category.

The following is a brief discussion of each project's request for Public Facilities/Capital/Other funds, and staff's recommendations:

Emergency Repair Program (ERP) (City Community Development) – CDBG funding is recommended for a new pilot program – the Emergency Repair Program. This program will provide grants of up to \$10,000 to mobile home and single family homeowners earning below 50% AMI (up to \$65,050 for a household of 4) for emergency repairs to their homes, that otherwise would cause their homes to be uninhabitable. Priority homeowners are intended to be seniors, age 62 or older (to meet HUD's definition), persons with disabilities (to meet HUD's definition), and units that are located in the designated environmental justice communities and those communities identified as areas of racial and ethnically concentrated areas of poverty.

Some emergency repairs may include, but are not limited to, roofing, plumbing, electrical work and code violation repairs that may cause a health or safety hazard. Staff will finalize policies and procedures to lay out specific eligibility criteria by the estimated start date of August of 2023. Staff recommends funding this pilot program in the amount of \$60,000 (\$50,000 for project costs and \$10,000 for project management costs).

ADA Concrete Improvements 2023 (City Public Works) – Funding is requested for continuation of this City-wide program to construct new concrete pedestrian curb ramps and sidewalks. This will be the third year of funding for this project. All phases of the project are funded through previous allocations that are expected to be completed by May 2023. With this new allocation of CDBG, it is anticipated that 70 additional pedestrian curb ramps can be completed by May 2024. Locations are selected through a rotating cycle through the City's five (5) maintenance zones and those that are in close proximity to schools. Staff recommends funding for this activity in the amount of \$694,760 in FY 2023-24 CDBG and \$170,000 in prior year CDBG Unallocated Funds for a total of \$864,866. This project may receive additional funding if the final CDBG allocations are higher than anticipated for 2023-24.

Home of Guiding Hands (Facility Improvements at 1414 Bermuda Lane) – Funding has been requested for facility improvements to one group home serving severely developmentally disabled adults. This project will provide rehabilitation of the home at 1414 Bermuda Lane, to include zero water landscaping and installation of concrete pavers. These repairs will allow residents to further enjoy the property and increase accessibility for non-ambulatory and/or fragilely ambulatory clients in wheelchairs, and visually impaired clients that have difficulty with depth perception. HUD determination for eligibility of this project is pending. Upon HUD

approval, staff recommends funding this activity in the amount of \$38,150.

HOME PROPOSALS RECEIVED

Through the published application process for HOME projects and programs, the City received one (1) eligible request for HOME funding. The complete Applications Binder is available in the City Clerk's Office for City Council and public review.

The HOME program mandates a 10% set-aside for Administration, a 15% set-aside for Certified Housing Development Organizations (CHDOs), and the balance is reserved eligible programs and projects that are consistent with the City's Consolidated Plan. Examples of past programs include the City's First Time Homebuyer Program ("FTHB") and the Housing Rehabilitation Loan Program ("HRLP") for single-family and mobile homes and Habitat for Humanity projects. Staff recommendations for funding in each category are summarized below and included in Attachment "2."

PLANNING AND ADMINISTRATION (Maximum 10% of annual HOME Grant)

HOME funds are required for administration and planning activities, including general management, oversight, program implementation and fair housing services. Staff anticipates that a maximum amount of approximately \$66,501 will be available for allocation to Planning and Administration activities, and recommends funding as follows:

HOME Administration - Staff recommends allocating \$66,501 to the Community Development Department for administration of the HOME Program, including internal and external costs. Since this amount of funding is not sufficient to adequately administer the HOME program, funds awarded for CDBG Administration are used to cover administration costs of the HOME program over this amount. This activity is also recommended for additional funding, up to the maximum 10% allowed, once the final allocation amount is known.

CHDO SET-ASIDE FUNDING (Minimum 15% of HOME Grant)

The HOME program also requires that 15% of each year's allocation be reserved for the production of affordable housing opportunities by one or more Community Housing Development Organizations (each a CHDO). A CHDO is a private nonprofit, community-based service organization that has as its mission the provision of affordable housing for the community it serves. A CHDO must also have staff on board with the capacity to develop affordable housing, along with meeting other criteria. Once a CHDO has met the criteria, it must be certified by the City of El Cajon in order to qualify for the use of CHDO funds, and a specific project must be identified. For FY 2023-24, 15% of the total HOME allocation (approximately \$99,752) must be set-aside for future allocation to one or more CHDOs. Staff will return with recommendations for a specific CHDO and project once a CHDO and a project have been identified. At this stage, in order to comply with HOME regulations, funds must simply be reserved.

ENTITLEMENT PROJECTS (Balance of annual HOME Grant)

The remaining amount available in the FY 2023-24 allocation is approximately \$498,759. Staff recommends allocating the remaining balance to the Housing Programs Pool of Funds for use in continuing housing programs, including the HRLP and the FTHB Programs. Funds are moved from the Pool of Funds reserve to these housing programs on an as-needed basis, based on market conditions and demand. Currently, both the FTHB and HRLP have sufficient funds and will continue in FY 2023-24.

PRIOR YEAR HOUSING POOL OF FUNDS

Recently, a large balance of funds has accumulated in the Pool of Funds, due to prior year carryovers and projects not being previously identified. The total balance available in the Housing Pool of Funds is \$2,365,757 (not including FY 2023-24 allocation). Staff is recommending re-allocation and reprogramming these funds (\$2,365,757) to San Diego Habitat for Humanity, a qualified affordable housing developer, for a development project that will result in affordable housing units through homeownership in the City of El Cajon, as described below. This activity is consistent with the goals and objectives of the Consolidated Plan.

San Diego Habitat for Humanity (SDHH) - Funding is requested for the proposed development of 20 for-sale affordable units for homebuyers earning below 80% AMI (\$104,100 for a family of 4). Funds will be used for acquisition, pre-development and unit construction. If this project is approved, the first step is to identify and purchase a property within six (6) months of award and then move on to future phases. The completion of this project is set for June 2028 or earlier.

City staff will also work with SDHH to certify them as a Community Housing Development Organization allowing them to access the CHDO 15% set-aside funds for FY 2023-24 identified above.

Conclusion

Staff recommends that the City Council accept the recommendations that will be funded from the FY 2023-24 Community Development Block Grant (CDBG) and HOME grant programs, including CDBG unallocated funds and HOME Housing Pools of Funds.

Staff will accept comments during the public review period and return to City Council with the FY 2023-24 Action Plan for its consideration and approval.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. All CDBG and HOME grant allocations will be used to fund project and program costs pursuant to Federal and State laws and regulations governing the grant programs.

Prepared By: Jose Dorado, Housing Manager and Deyanira Pelayo-Brito, Housing Specialist

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

CDBG Allocations Summary

HOME Allocations Summary

FY 2023-24 CDBG ALLOCATIONS WORKSHEET

ATTACHMENT "1"

Note: In 2022-2023, the City received a -7.10% reduction.

ESTIMATED CDBG FUNDS AVAILABLE FY 2023-24	
Est FY 2023-24 CDBG Grant Allocation:	\$ 1,219,861
Prior Year Unallocated Funds	\$ 170,106
Less 20% (MAX) for ADMIN:	\$ (243,972)
Less 15% (MAX) for PUBLIC SERVICES:	\$ (182,979)
Remaining Funds Available for Capital projects:	\$ 1,389,967

ADMINISTRATION - 20% CAP (estimated \$243,972 available)						
Agency	Project/Program	Grant	Type	FUNDED PRIOR YEAR	AMOUNT REQUESTED	STAFF RECOMMENDATIONS
City - ADMIN	CDBG Administration* (1)	CDBG	Admin	\$ 218,972	\$ 203,972	\$ 203,972
CSA San Diego County	Fair Housing Services**	CDBG	Admin	\$ 25,000	\$ 40,000	\$ 40,000
*Due to 7.1% reduction in 2022-23, CDB Admin is the same. **Increased funding due to additional fair housing requirements imposed by HCD and HUD. (1) When the actual final allocation from HUD is determined, CDBG Administration is authorized to be allocated any excesses or decreases in CDBG funds for Planning/Administration, to the maximum allowed (20%).				sub-total:	\$ 243,972	\$ 243,972

PUBLIC FACILITIES/CAPITAL/OTHER - NO CAP (estimated \$845,000 available)						
Agency	Project/Program	Grant	Type	FUNDED PRIOR YEAR(S)	AMOUNT REQUESTED	STAFF RECOMMENDATIONS
City - Comm Dev	Emergency Repair Pilot Program	CDBG	Other	\$ -	\$ 60,000	\$ 60,000
City - Public Works	ADA Concrete Improvements 2023*** (2)	CDBG	Capital	\$ 975,383	\$ 792,909	\$ 864,866
Home of Guiding Hands	Bermuda Home Rehabilitation****	CDBG	Other	\$ 24,000	\$ 38,150	\$ 38,150
Funded Prior Year amount includes multiple funding years. Staff recommendation amount Includes \$170,106 in Prior Year Unallocated Funds *Home of Guiding Hands has received funding in FY 2020. (2) When the actual final allocation from HUD is determined, and after adjusting for the maximum Planning/Admin allocation, the ADA Concrete Improvements 2023 Program is authorized to receive any excesses or decreases in CDBG funds awarded by HUD.				sub-total:	\$ 831,059	\$ 963,016

FY 2023-24 CDBG ALLOCATIONS WORKSHEET

ATTACHMENT "1"

PUBLIC SERVICES - 15% CAP (estimated \$182,979 available)						
Agency	Project/Program	Grant	Type	FUNDED PRIOR YEAR	AMOUNT REQUESTED	STAFF RECOMMENDATIONS
City - Police Services	Community Policing (Crime-Free Multi-Housing Program) (3)	CDBG	Pub Svc	\$ 37,086	\$ 49,107	\$ 37,086
Interfaith Shelter Network	Rotational Shelter Program	CDBG	Pub Svc	\$ 10,893	\$ 15,000	\$ 10,893
Elderhelp of San Diego	Senior Care Coordination Program	CDBG	Pub Svc	\$ 10,000	\$ 15,000	\$ 10,000
Meals on Wheels Greater San Diego	Meals on Wheels El Cajon	CDBG	Pub Svc	\$ 25,000	\$ 28,750	\$ 25,000
East County Transitional Living Center	Emergency Shelter Program	CDBG	Pub Svc	\$ 100,000	\$ 100,000	\$ 100,000
Mama's Kitchen	Home-Delivered Meal Program	CDBG	Pub Svc	\$ -	\$ 12,500	\$ -
Heartland Coalition	Affirmative Fair & Equal Access Housing	CDBG	Pub Svc	\$ -	\$ 75,000	\$ -
Home Start, Inc.	El Cajon Outreach and Homeless Services	CDBG	Pub Svc	\$ -	\$ 182,979	
(3) When the actual final allocation from HUD is determined, Crime-Free Multi Housing is authorized to be allocated any decreases in CDBG funds to the maximum allowed (15%).				subtotal:	\$ 478,336	\$ 182,979
					Total:	\$ 1,389,967

FY 2023-24 HOME ALLOCATIONS WORKSHEET

ATTACHMENT "2"

Note: In 2022-2023, the City received about a 10% increase.

ESTIMATED HOME FUNDS AVAILABLE FY 2023-24:	
Est. FY 2023-24 HOME Grant Allocation:	\$ 665,010
Less 10% Reserved for Admin:	\$ 66,501
Less 15% Required for CHDO Set-Aside:	\$ 99,752
Plus Prior Year Housing Pool of Funds	\$ 2,365,757
Total HOME available to allocate:	\$ 3,030,767

Agency	Project/Program	Grant	Type	FUNDED PRIOR YEAR	AMOUNT REQUESTED	STAFF RECOMMENDATIONS
ADMINISTRATION - 10% CAP (estimated \$66,501 available)						
City - Housing	HOME Administration (1)	HOME	Admin	\$ 61,501	\$ 66,501	\$ 66,501
(1) HOME Administration is authorized to be allocated excesses or decreases in HOME funds when the actual final allocation from HUD is determined, to the maximum allowed (10%).				sub-total:	\$ 66,501	\$ 66,501

CHDO Set-Aside - 15% CAP (estimated \$99,752 available)						
TBD	CHDO Set Aside Funds (2)	HOME	CHDO	\$ 99,752	\$ 99,752	\$ 99,752
(2) CHDO Reserve amount is authorized to be adjusted automatically to 15% of the total HOME allocation when the actual final allocation of HOME funds from HUD is determined.				sub-total:	\$ 99,752	\$ 99,752

AVAILABLE TO ALLOCATE						
SD Habitat for Humanity	For-Sale Affordable Development/Homeownership	HOME	Prior Year Housing Pool of Funds	\$ -	\$ 2,365,000	\$ 2,365,757
City - Housing Division	American Dream First-Time Homebuyer (3)	HOME	Entitlement		-	
City - Housing Division	Single-Family Rehabilitation Program (3)	HOME	Entitlement		-	
City - Housing Division	Mobilehome Rehab/Replacement Program (3)	HOME	Entitlement		-	
City - Housing Division	Housing Programs Pool of Funds	HOME	Entitlement	\$ 498,757	\$ 498,757	\$ 498,757
*These programs are continuing City Council-authorized housing programs, and the City Manager is authorized to move funds from the Housing Programs Pool of Funds to these authorized programs (American Dream FT HB, SF Rehab and Mobilehome Rehab/Replacement Program) on an as-needed basis, based on market conditions and demand.				sub-total:	\$ 2,863,757	\$ 2,864,514
				FY 2023-24 Grand Totals:	\$ 3,030,010	\$ 3,030,767



City Council Agenda Report

Agenda Item 9.

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Jose Dorado, Housing Manager
SUBJECT: HOME-ARP Allocation Plan and Amendment to the FY 2019-20 and FY 2020-21 One Year Action Plans

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and takes the following actions:
 - a. Accepts testimony for the proposed amendment to the FY 2019-20 and FY 2020-21 One Year Action Plans to allocate unspent funds to Home Start for homeless outreach and services; and
 - b. Accepts testimony for the proposed Home Investment Partnerships Act Allocation Plan as part of the third amendment to FY 2021-22 One Year Action Plan;
2. Closes the public hearing; and
3. Adopts the next Resolution, in order, amending the FY 2019-20 and FY 2020-21 One Year Action Plans to allocate \$185,000 in available CDBG funds to Home Start, Inc. to carry out a COVID-19 related public service program of homeless outreach and services.

BACKGROUND:

Amendment to the FY 2019-20 and 2020-21 One Year Action Plans (CDBG funds)

On September 13, 2022 and September 27, 2022, City Council approved the re-allocation and appropriation of \$185,000 in Community Development Block Grant (CDBG) funds to a COVID-19 eligible public service project, partially funded by FY 2019-20 and FY 2020-21 CDBG funds. Through the published application process, staff received one (1) eligible application and noticed the public review and comment period from February 9, through February 16, 2023 (for a minimum 5-day period) to identify a funding recommendation to Home Start, Inc. No public comments were received during the review and comment period.

Home Start proposes to expand the street outreach team to address encampments in collaboration with El Cajon staff and other local homeless service providers. Street outreach includes wraparound services for clients for self-sufficiency, access to mental health and substance abuse programs, childcare referrals, and employment training. In addition to referrals, case management is also provided to help find permanent housing solutions or a long-term housing program.

Therefore, it is recommended that the City Council approves the re-allocation of \$185,000 in CDBG funds to Home Start for expanded outreach and homeless services, and amends the associated One Year Action Plans.

HOME-ARP Allocation Plan and Third Amendment to FY 2021-22 One Year Action Plan

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law, and HUD allocated and awarded funding to local jurisdictions through the HOME Investment Partnerships Act American Rescue Plan (HOME-ARP) program. HUD has added the suffix ARP (representing American Rescue Plan) to distinguish these additional funds.

On April 8, 2021, HUD announced the HOME-ARP allocation to the City of El Cajon in the amount of \$2,189,272. In order to receive the full allocation, the City must first approve a HOME-ARP Allocation Plan (HOME-ARP Plan), which identifies community needs and funding priorities, and submit the plan to HUD as an amendment to the FY 2021-22 One Year Action Plan, by March 31, 2023.

This agenda item requires the City Council to conduct the first of two public hearings that allows El Cajon citizens the opportunity to comment on proposed activities in the HOME-ARP Plan funded with one-time HOME-ARP funds. The HOME-ARP Plan will be incorporated into a Third Amendment to the FY 2021-22 One Year Action Plan. The draft HOME-ARP allocation plan is attached to this agenda report as Appendix A using a HUD prescribed template.

Eligible Uses of HOME-ARP Funds

HUD has stated that the intent of these funds is to reduce homelessness and increase housing stability in El Cajon by assisting qualified populations (individuals or households) who are experiencing homelessness, at risk of experiencing homelessness, and other vulnerable populations. Funding may only be used for new rental housing, rental assistance, supportive services, and non-congregate shelters.

Qualified Populations include individuals and families who are:

- Experiencing homelessness;
- At risk of becoming homeless;
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking;
- At greatest risk of housing instability; or
- Needing supportive services or assistance to prevent homelessness.

Generally, the Qualified Populations earn between 0 and 30% of the Area Median Income (AMI) with a household of one (1) limit at \$27,350 and a household of four (4) limit at \$39,050. This is the extremely low category.

Eligible Activities include the following:

- Production or Preservation of Affordable Rental Housing;
- Supportive Services, Homelessness Prevention Services, and Housing Counseling; and
- Nonprofit Operating and Capacity Building Assistance

HUD has indicated that the HOME-ARP Plan must include the following key components.

Key Component #1: Complete a Needs Assessment and Gap Analysis

The analysis must include an evaluation of the size and demographic composition of Qualifying Populations and an assessment of their unmet needs. The City must also identify any gaps within its current shelter and housing inventory as well as the service delivery system.

Furthermore, the HOME-ARP Plan must identify the characteristics of housing associated with instability, increased risk of homelessness, identify priority needs for qualifying populations; and, explain how the level of need and gaps in its shelter and housing inventory and service delivery systems were determined.

To meet HUD's requirements, staff conducted a needs assessment and gap analysis to identify housing, shelter, and service needs for low-income households, particularly individuals experiencing or at-risk of homelessness. The development of this analysis included survey results, consultations with stakeholders, and an assessment of local data from the 2021-2029 Housing Element ("HE"), 2019-2024 Consolidated Plan and data from the local Continuum of Care led by the Regional Task Force on Homelessness.

2022 Point in Time Count (PITC)

HUD requires the City to use the most recent PITC data. As of January 2022, there were 683 persons in an emergency shelter and 440 in transitional housing facilities in the City's jurisdiction. The Housing Inventory shows 739 Emergency Shelter Beds (92% utilization), 491 Transitional Housing Beds (90% utilization), 15 Permanent Supportive Housing Beds (100% utilization), and 741 Rapid Re-Housing Beds (100% utilization).

The number of unsheltered individuals was 185. The homeless profile from the 2022 PITC shows 3% of the unsheltered are veterans, 22% are female, 3% are families, 6% are youth, and 66% are male. Note that the capacity and utilization of these specific locations may have changed.

Housing Inventory

As of January 2023, there are 1,153 deed restricted affordable housing units throughout the City of El Cajon. The waiting lists vary from project to project with units available to low-income families and seniors. Based on the number of affordable units in El Cajon, there appears to be a lack of permanent supportive affordable housing units with wraparound services that serve households who earn below 30% of the AMI level and meet HUD's definition of Qualifying Populations. In addition, the City's RHNA (Regional Housing Needs Allocation) identified that there is a housing need for an additional 240 units at the Extremely Low level (30% AMI or less). HOME-ARP funding can be used to help achieve the RHNA goal and assist in serving the needs of Qualifying populations.

Housing Choice Voucher (HCV) Program (Section 8)

There are currently 8,360 families on the El Cajon waiting list and 3,146 families receiving HCV assistance in El Cajon. The household limit for the HCV program is set at 50% of the Area Median Income. Based on the high demand for housing at the extremely low income level (30% AMI or less), HOME-ARP funds may be used to address this need for housing at deeper affordability levels.

Key Component #2: Identify HOME-ARP Activities

An additional requirement of the HOME-ARP Plan requires the City to describe how it will distribute the funds. The City will first need to issue a Request for Proposals and seek qualified organizations to assist the City in meeting the goals of the HOME-ARP Plan. Based on comments received to date, and a review of the Needs Assessment and Gap Analysis, the following activities are proposed to be funded using HOME-ARP funds:

1. Production or Preservation of Affordable Rental Housing to serve Qualifying Populations;
2. Planning and Administration

These needs may change as the City continues to review additional public comments.

Key Component #3: HOME-ARP Production Goals

It is estimated that 20 households will benefit from the one-time HOME-ARP funding. The City plans to leverage its HOME-ARP funding with other funding sources to maximize the use of the funds. Although it is estimated that 20 HOME-ARP deed restricted units will be created, this amount could be higher depending on the applications that the City receives from qualified organizations through a Request for Proposals. This goal will assist in meeting the goals of the HE, as well as the gaps identified in the Needs Assessment and Gap Analysis section of this report. If the HOME-ARP priorities change, the City will update the production goals/amount of households to be served with this funding.

Key Component #4: Public Participation that includes a Public Review and Comment Period

Based on comments received to date, a draft HOME-ARP Plan has been prepared and is available for public review and comment at www.elcajon.gov/housing from February 16, 2023 through March 6, 2023. Public comments from the review and comment period, the Public Hearings (February 28, 2023 and March 14, 2023), continued results from the HOME-ARP survey and community comments will be used to develop the final HOME-ARP Plan that is tentatively scheduled for City Council approval on March 14, 2023. Once the final HOME-ARP Plan is approved, applications from qualified organizations for activities identified in the final plan will be solicited.

Recommendation:

Staff recommends that the City Council conducts the public hearing and receives public comments at the first of two public hearings.

FISCAL IMPACT:

Sufficient funding is available for this action in the Fiscal Year 2023 Community Development Block Grant program (271280/#TBD) for the Action Plan Amendment to fund Home Start, Inc. In addition, the administration and planning of the HOME-ARP Plan (\$109,463) was previously approved by City Council on September 13, 2022.

Prepared By: Jose Dorado, Housing Manager

Reviewed By:

Approved By: Graham Mitchell, City Manager

Resolution

Draft HOME-ARP Plan

RESOLUTION NO. __-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL
CAJON ADOPTING AMENDMENTS TO
FY 2019-2020 ONE YEAR ACTION PLAN AND
FY 2020-2021 ONE YEAR ACTION PLANS

WHEREAS, the City of El Cajon (the "City") receives Community Development Block Grant ("CDBG") entitlement grant funds and HOME Investment Partnership Act ("HOME") from the U.S. Department of Housing and Urban Development ("HUD") annually; and

WHEREAS, on September 13, 2022 the City Council approved the amendment to FY 2019-2020 One Year Action Plan re-allocating \$185,000 from Wells Park Comprehensive Improvements project to a COVID-19 related Public Services or Capital Improvement project; and

WHEREAS, on September 27, 2022 the City Council appropriated said funds; and

WHEREAS, through the published application process for CDBG projects and programs, staff received an eligible application for a COVID-19 related public service project from Home Start, Inc. and took to City Council as amendment to FY 2019-2020 and FY 2020-2021 One Year Action Plans; and

WHEREAS, on February 28, 2023 the City Council approved the amendments to FY 2019-2020 and FY 2020-2021 One Year Action Plans to allocate and approve \$185,000 for a COVID-19 related Public Service to Home Start, Inc. for use toward outreach and homeless services; and

WHEREAS, the City duly advertised and held a public hearing on February 28, 2023, as required by HUD regulations, at which time the City considered public comments; and

WHEREAS, the City made the amendments to the FY 2019-2020 and FY 2020-2021 One Year Action Plans available for public review and comment period for a minimum five-day period between February 9, 2023 and February 16, 2023; and

WHEREAS, the City met the requirements of HUD set forth at 24 CFR 91, and found the CDBG allocations presented in the amendments to the FY 2019-2020 and FY 2020-2021 One Year Action Plans to be consistent with goals and objectives of the Five Year Consolidated Plan and that reasonable benefits will accrue to the residents of the City of El Cajon.

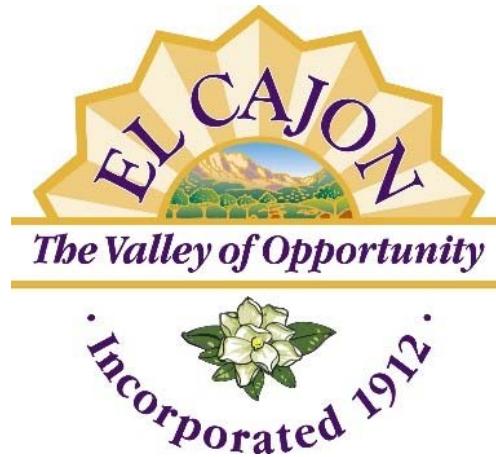
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council of the City of El Cajon does hereby allocate CDBG funds for FY 2019-2020 and FY 2020-2021 as follows:

Amendment to the FY 2019-20 and FY 2020-2021 One Year Action Plans			
Project Number	Project	Funds Available to Allocate	Proposed Allocation
N/A	COVID-19 related Public Services or COVID-19 related Capital Improvement Project	<\$185,000>	-
TBD	Home Start, Inc. - El Cajon Outreach and Homeless Services	-	\$185,000
Total CDBG Funds Allocated:			\$185,000

2. The City Manager or such person designated by the City Manager is hereby authorized to execute appropriate contracts and agreements for the use of the CDBG funds, consistent with City and federal policies and guidelines.

3. The City Council hereby adopts the amended FY 2019-2020 and FY 2020-2021 One Year Action Plans, with funding allocations as presented above, and authorizes the City Manager or designee to submit the FY 2019-2020 One Year Action Plan, as amended, and the FY 2020-2021 One Year Action Plan, as amended, to HUD, and to make any necessary or needed corrections or adjustments to allocations as outlined above, or as required by HUD, and to execute all affiliated documents.



SUBSTANTIAL AMENDMENT

**Fiscal Year 2021-2022 Annual Action Plan
HOME Investment Partnerships Program
American Rescue Plan**

February 16, 2023

PURPOSE

The City of El Cajon's Housing Division prepared a substantial amendment to the Fiscal Year 2021-2022 Annual Action Plan (AAP), HUD Program Year (PY) 2021, which describes the proposed projects and programs to be supported with HOME Investment Partnership Act (HOME)-American Rescue Plan (ARP) allocation of \$2,189,272.00. The FY2021-2022 AAP and other documents are available for review at Community Development Housing Division's website at www.elcajon.gov/housing.

BACKGROUND/DISCUSSION

The American Rescue Plan Act of 2022 appropriated \$5 billion to help communities provide housing, shelter, and services for people experiencing homelessness, and other qualifying populations. Under the U.S. Department of Housing and Urban Development's HOME-ARP program, the City of El Cajon anticipates receiving \$2,189,272.00 in HOME-ARP funds. HOME-ARP funding will assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations to reduce homelessness and increase housing stability. HOME-ARP funds can only be used for the production and preservation of affordable rental housing, tenant-based rental assistance, supportive services, acquisition and development of non-congregate shelter and nonprofit operating and capacity building.

This one-time funding creates significant opportunity to meet the housing and service needs of the community's most vulnerable populations. To receive the HOME-ARP funds, the City of El Cajon must engage in the consultation and public participation process to develop a HOME-ARP allocation plan. The plan must be submitted to HUD for review, as a substantial amendment to the FY 2021-2022 Annual Action Plan (HUD PY2022). The plan must also describe the distribution of HOME-ARP funds and how it will be used to address the needs of HOME-ARP qualifying populations.

CITIZEN PARTICIPATION

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City of El Cajon engaged in consultation with stakeholders and the public, which included distribution of a needs assessment survey (released December 20, 2022 and closed March 6, 2023), 15-day public comment period and scheduled two public hearings. Outreach was accomplished through utilization of multiple existing stakeholder contact/distribution listings (e.g., CDBG and Housing; San Diego Continuum of Care; San Diego Housing Federation), various social media platforms (e.g., Twitter, Facebook;), and posted on the City's website.

The City received twenty (20) responses to the survey, nine (9) of which represented organizations that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

As of February 16, 2023, feedback received from consultation revealed strong support for the following eligibility activities in descending order:

1. Development of Affordable Housing for Persons Experiencing or At Risk of Homelessness
2. Tenant-Based Rental Assistance
3. Supportive Services to Individuals or Families Not Already Receiving Support
4. Acquisition and Development of Non-Congregate Shelter
5. Capacity Building

The City will continue to receive input during the draft comment 15-day period of February 16, 2023 to March 6, 2023, and at the February 28, 2023, and March 14, 2023 public hearings.

Based on feedback received to date, many organizations noted the need to expand affordable housing supply as a long-term solution due the funding requirement to restrict the units to a 20- to 55-year affordability period. Many respondents also described the need for supportive services linked to housing, particularly permanent supportive housing. This is also consistent with the City's 2019-2024 Consolidated Plan and 2021-2029 Housing Element.

Moreover, in accordance with the City's Citizen Participation Plan, the City coordinated community engagement efforts to facilitate and encourage the involvement of low- and moderate-income populations. The public participation process is intended to solicit feedback on the draft plan and included:

- Publication of public notices;
- 15-day public comment period;
- Availability of the documents; and
- Public hearings

On February 9, 2023, the City published a citywide Notice of Public Comment (Notice) seeking input on this Draft Substantial Amendment to the FY2022 AAP (HUD PY2021) from February 16, 2023 through March 6, 2023, which will set forth in the City's HOME-ARP allocation plan and describe the distribution of HOME-ARP funds.

The Notice and this Draft Substantial Amendment, which includes the draft allocation plan, are available for review on the City of El Cajon's Housing Division website at www.elcajon.gov/housing. The deadline for written comments on the draft Substantial Amendment to the FY2021 AAP (HUD PY2021) is March 6, 2023.

SUBSTANTIAL AMENDMENT

The FY2021-2022 AAP (HUD PY2021) will be amended to include \$2,189,272.00 in HOME-ARP funds and the City's HOME-ARP allocation plan, which describes the distribution of funds and the process for soliciting applications. The HOME-ARP allocation plan is attached as Appendix A using HUD prescribed template.

APPENDICES:

1. Appendix A: HOME-ARP Allocation Plan

DRAFT

**Appendix A:
HOME Investment Partnerships Act
American Rescue Plan
Allocation Plan**

**200 Civic Center Way
El Cajon, CA 92020**

City of El Cajon HOME-ARP Allocation Plan

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SECTION 1: EXECUTIVE SUMMARY

The City of El Cajon (“City”) has been allocated \$2,189,272.00 of HOME American Rescue Plan (HOME-ARP) funding from the U.S. Department of Housing and Urban Development (HUD). To receive the HOME-ARP allocation, the City must engage in consultation and public participation processes and develop a HOME-ARP Allocation Plan.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in consultation with stakeholders and the public, including virtual consultation sessions, an in-person consultation session, survey, 15-day public comment period and three public hearings.

The needs assessment and gap analysis identified the following needs and gaps that may be addressed using HOME-ARP funds:

- The 2022 WeAllCount Point-in-Time Count identified a total of 8,427 individuals experiencing sheltered homelessness in the San Diego Region with 185 individuals experiencing unsheltered homelessness in the City of El Cajon.
- In January 2022, there were 683 emergency shelter beds, 0 safe haven beds, 440 transitional housing beds, 0 permanent supportive housing beds, 0 rapid re-housing beds, and 2,482 other permanent housing.

To address these needs and gaps, the City will utilize HOME-ARP funds for affordable housing through competitive Notice of Funding Availability (NOFA) processes.

Based on survey results to date, the preliminary use to HOME-ARP funding are for following eligible activities:

1. Development and support of affordable housing: Production of permanent affordable rental housing, with the focus of leveraging other funding sources including but not limited to the following:
 - State of California’s Housing and Community Development’s (HCD) various funding sources including but not limited to the Homekey program, which may categorically target homeless and those at risk of homelessness, Low Income Housing Tax Credits, and the use of Multi-Family Revenue Bonds.
 - County of San Diego also has funding from time to time including project based vouchers.

- The HOME-ARP funds can be used to leverage other sources that require matching funds. The City will work with an affordable housing developer who has a proven track record of developing this type of housing and has experience working with the qualifying populations described in the revised CPD [Notice CPD-22-13](#) and further described below.
2. Administration and Planning- these funds are limited to 15% of the HOME-ARP allocation.

SECTION 2: INTRODUCTION

The City has been allocated \$2,189,272.00 of HOME American Rescue Plan (HOME-ARP) funding from the U.S. Department of Housing and Urban Development (HUD). To receive the HOME-ARP allocation, the City must develop a HOME-ARP Allocation Plan using HUD's HOME-ARP Allocation Template.

Participating Jurisdiction (PJ): City of El Cajon

Date: 2/16/2023

In order to receive its HOME-ARP allocation, a City (PJ) must:

- Engage in consultation with at least the required organizations;
- Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
- Develop a plan that meets the requirements in the HOME-ARP Notice.

To submit: a PJ must upload a Microsoft Word or PDF version of the plan in IDIS as an attachment next to the "HOME-ARP allocation plan" option on either the AD-26 screen (for PJs whose FY 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan).

PJs must also submit an SF-424, SF-424B, and SF-424D, and the following certifications as an attachment on either the AD-26 or AD-25 screen, as applicable:

- Affirmatively Further Fair Housing;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
- Anti-Lobbying;
- Authority of Jurisdiction;
- Section 3; and,
- HOME-ARP specific certification.

SECTION 3: STAKEHOLDER CONSULTATION

Consultation Process

Before developing its plan, a PJ must consult with the CoC(s) (Continuum of Care) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summary of the Consultation Process

The Consolidated Plan for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds relies on multiple planning efforts from a variety of sources to inform the allocations of the Consolidated Plan funds, inclusive of this amendment to the 2021 Annual Action Plan. The consultation process illustrates how HUD funds are part of a much larger funding picture for housing, human services, and community development in the City of El Cajon. Through the Regional Taskforce on the Homelessness (RTFH), which also functions as the San Diego County Continuum of Care, the City's Community Development Department, and the City of El Cajon's General Plan and Housing Element, the City's planning efforts inform changes and updates to El Cajon's homelessness prevention and service system, while providing key opportunities for consultation and public input. In addition, the City's FY 2023 Budget included significant public input and discussion to shape policy and budget priorities. The budget is passed by the City Council in June of each year.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in consultation with stakeholders and the public through direct consultation, meetings, and surveys, a 15-day public comment period, and a public hearing.

Stakeholder Consultation

The City of El Cajon partners with public and private entities to leverage resources in addressing housing, human services, and community development needs in the City. The City's Community Development Department (CD) conducted outreach efforts to the organizations listed below specifically to discuss the best use of HOME-ARP funds and the development of the HOME-ARP Allocation Plan. These consulted stakeholders have relevant knowledge that can speak to the needs, service gaps, and potential activities that would best benefit qualified populations. Stakeholders consulted included fair housing providers, veterans' groups, the RTFH (region's Continuum of Care) and those who work with families or individuals experiencing

or at-risk of homelessness, fleeing domestic violence, and other vulnerable qualifying populations.

A community partner survey was conducted as part of the HOME-ARP planning process. Community partners from a number of organizations were invited to participate in the survey.

The survey was made available from December 20, 2022, to February 15, 2023. Invitations were provided directly by CD’s listserv, as well as through community partners, such as non-profit partners and the San Diego Housing Federation, announcing the availability of funds and requesting input through the survey with links and QR codes provided to their member networks. Links to the survey were also made available on the City of El Cajon’s Community Development’s web page at www.elcajon.gov/housing.

Information provided and requested from stakeholders included 1) an overview of the HOME ARP notice to facilitate understanding of qualifying populations and eligible activities, 2) the amounts available to the City of El Cajon; 3) an opportunity to ask clarifying questions, and 4) requests for input into needs and gaps, and priority populations and activities.

Organizations Consulted by Organization Type and Method of Consultation

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Legal Aid Society of San Diego	Homeless and Social Services Provider, Legal Services, and Fair Housing Provider	Survey and Email	Need for Permanent Supportive Housing and affordable Housing. Use this assistance to fund a housing project.
CSA San Diego County	Homeless and Social Services Provider, Human Trafficking Victim Support Agency, Fair Housing Provider	Survey and Email	More shelters.
Regional Task Force on the Homeless	Collaborative Agency	Survey and Email	No feedback provided

East County Homeless Task Force	Collaborative Agency	Survey and Email	Lack of affordable housing, no permanent supportive housing, more emergency shelter beds, no safe parking or camping
San Diego Housing Federation	Collaborative Agency	Survey and Email	No feedback provided
San Diego County District Attorney's Office-Care Center	Collaborative Agency	Survey and Email	No feedback provided
San Diego Homeless-Experienced Advocacy Leadership (HEAL)	Collaborative Agency	Survey and Email	No feedback provided
County of San Diego HHS/County Housing Authority	Public Agency/Public Housing Authority	Survey and Email	Need for additional permanent supportive housing serving extremely low-income.
The Salvation Army	Homeless and Social Services Provider	Survey and Email	No feedback provided
Alpha Project	Homeless and Social Services Provider	Survey and Email	No feedback provided
East County Transitional Living Center	Homeless and Social Services Provider	Survey and Email	No feedback provided
San Diego Rescue Mission	Homeless and Social Services Provider	Survey and Email	No feedback provided
St. Paul's Senior Services	Homeless and Social Services Provider	Survey and Email	No feedback provided
PATH (People Assisting the Homeless)	Homeless and Social Services Provider	Survey and Email	No feedback provided
Home-Start	Homeless and Social Services Provider, Domestic Violence Services Provider	Survey and Email	Housing for Families and Transitioned Aged Youth.
Family Health Centers of San Diego	Homeless and Social Services Provider	Survey and Email	No feedback provided
Crisis House	Homeless and Social Services Provider, Domestic Violence Services Provider	Survey and Email	No feedback provided
Interfaith Shelter Network	Homeless and Social Services Provider	Survey and Email	No feedback provided
Workshops for Warriors	Homeless and Social Services Provider/Veterans	Survey and Email	No feedback provided

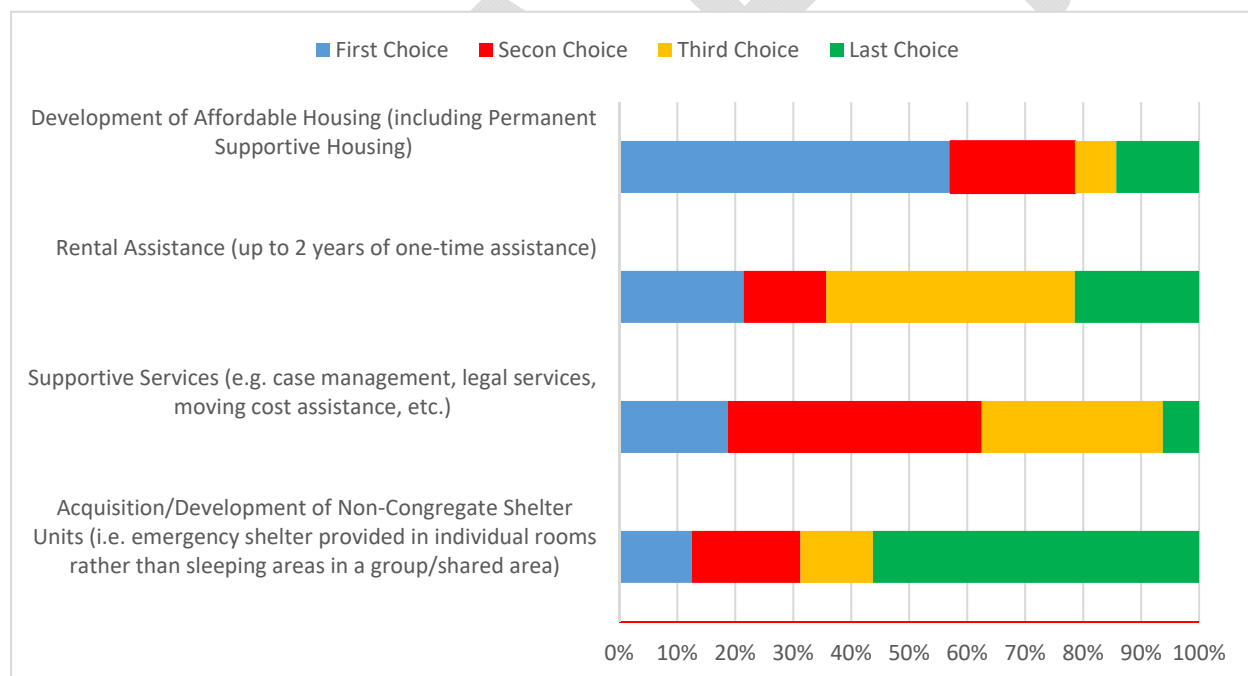
Jewish Family Services	Homeless and Social Services Provider	Survey and Email	No feedback provided
Dreams for Change	Homeless and Social Services Provider	Survey and Email	No feedback provided
Home of Guiding Hands	Homeless and Social Services Provider-Disabled	Survey and Email	No feedback provided
Mama's Kitchen	Homeless and Social Services Provider	Survey and Email	More resources for the homeless population.
Bridge Housing	Housing Developer	Survey and Email	No feedback provided
Chelsea Investment Corporation	Housing Developer	Survey and Email	long-term care for mentally disable persons SRO/studio with case management and services that are provided in-house
Eden Housing	Housing Developer	Survey and Email	No feedback provided
National CORE	Housing Developer	Survey and Email	No feedback provided
Jamboree Housing Corporation	Housing Developer	Survey and Email	No feedback provided
Mercy Housing	Housing Developer	Survey and Email	No feedback provided
San Diego Community Housing Corporation	Housing Developer	Survey and Email	Additional Permanent Supportive Housing.
Father Joe's Villages	Housing Developer	Survey and Email	No feedback provided
Corporation for Supportive Housing	Housing Developer	Survey and Email	No feedback provided
Domus Development	Housing Developer	Survey and Email	No feedback provided
Wakeland Housing and Development Corporation	Housing Developer	Survey and Email	Long term care/targeted services for mentally disabled persons. Permanent supportive housing and affordable housing
San Diego Habitat for Humanity	Housing Developer	Survey and Email	No feedback provided
Thomas Saffron and Associates	Housing Developer	Survey and Email	No feedback provided
Affirmed Housing	Housing Developer	Survey and Email	No feedback provided

Summary of Survey Feedback Received From Consulted Organizations and Community Members

Feedback received from consultation revealed strong support for the following eligibility activities in descending order:

1. Development of Affordable Housing for Persons Experiencing or At Risk of Homelessness
2. Tenant-Based Rental Assistance
3. Supportive Services to Individuals or Families Not Already Receiving Support
4. Acquisition and Development of Non-Congregate Shelter

In their feedback, many organizations noted the need to expand affordable housing supply as this is the only long-term solution. Many respondents also described the need for supportive services linked to housing, particularly permanent supportive housing.



SECTION 4: PUBLIC PARTICIPATION

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its

adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- Public comment period: start date - 2/16/2023 end date - 3/6/2023
- Public hearing: 2/28/2023 and 3/14/2023

The City carried out a broad, multifaceted community engagement effort in accordance with the Citizen Participation Plan, which is designed to facilitate and encourage the involvement of Low- and Moderate-Income (LMI) populations and outlines requirements for the following processes and events:

- Location and publication of public notices;
- 15 day public review period;
- Availability of the documents;
- Public hearings and public meetings;
- Public comment process;
- Required approval; and
- Deadlines.

As part of the public participation process, the Community Development Department (CD) announced the availability of \$2,189,272 in HOME-ARP funds from the City of El Cajon specifying its use to primarily benefit Qualified Populations through funding of certain eligible activities. As part of all discussions, current efforts to address the housing and service needs of the homeless and those at-risk of homeless were presented.

A community partner survey was conducted as part of the HOME-ARP planning process. Community partners from a number of organizations were invited to participate in the survey. The survey was made available from December 20, 2022, to February 15, 2023. Invitations were provided directly by CD’s listserv, as well as through collaborative community partners with memberships, such as the San Diego Housing Federation, announcing the availability of funds and requesting input through a survey with links and QR codes provided to their member organizations. Links to the survey were also made available on the City of El Cajon’s CD web page at www.elcajon.gov/housing.

To provide opportunities for public participation, the City distributed an invite to all individuals on its email list notifying them of the opportunity to participate in meetings and a community/community partner surveys. Announcement of community meetings and the community survey was also made through the City’s website and social media.

A combined notice of public comment period and public hearing was published in East County Gazette, a newspaper of general circulation. In addition, the public notice was posted on the City’s website at www.elcajon.gov/housing and was distributed to the City’s Community Development Department’s mailing list. The draft of the Substantial Amendment to the 2021-2022 Annual Action Plan was publicized and made available for public comment for a minimum 15-day public comment period beginning February 16, 2023, through March 6, 2023. The City Council conducted public hearings on February 28, 2023, and March 14, 2023. All comments received during the public meetings, hearings, and the review and comment period are summarized in this report; no comments were rejected.

Effort to Broaden Public Participation

In addition to the standard legal notice placement in the East County Gazette, the City utilized its webpage and social media platforms (e.g. Facebook, Twitter, and Instagram) to help broaden the participation process. The City is providing a 15-day public comment period and two public hearings before finalizing its HOME-ARP Allocation Plan. The City of El Cajon City Council is schedule to conduct the first public hearing on February 28, 2023 and the second Public Hearing on March 14, 2023 to approve the HOME-ARP Allocation Plan.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Comments and Recommendations Received Through the Public Participation Process

The following is a summary of comments and recommendations received through the public participation process through email and survey as well as the public hearings conducted on February 28, 2023 and March 14, 2023, public comments emphasized the following:

Insert Comments received at the Public Hearings:

Comment/Question	Response	Received during	Date

Comments or Recommendations Not Accepted

Comments or recommendations will be completed after the 15-day public comment period has expired. At that time, all comments or recommendations received through the public comment period and at any public hearing, will be incorporated into the plan as part of the outreach efforts conducted by the City of El Cajon. Note: Thus far, all comments, questions, and/or recommendations received through the consultation outreach efforts conducted from December 2022, through March 14, 2023, are referenced above.

SECTION 5: NEEDS ASSESSMENT AND GAP ANALYSIS

PJs are required to evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Unit
Emergency Shelter													
Transitional Housing													
Permanent Supportive Housing													
Other Permanent Housing													
Sheltered Homeless													

Unsheltered Homeless													
Current Gap													

Suggested Data Sources: 1. Point in Time Count (PITC); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Number of Rental Units	19,850		
Total Number of Affordable Rental Units	1,148		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)*	492		
Rental Units Affordable to HH at 50% AMI (Other Populations)*	94		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		5,980	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		3,725	
Current Gaps			9,119

Note: Gap Analysis took into account the level of need minus the affordable units at 30% and 50% AMI.

Data Sources:

- Comprehensive Housing Affordability Strategy (CHAS). Severe cost burden – Monthly housing costs (including utilities) exceeding 50% of monthly income.
- City database of deed restricted affordable housings using information from property managers and California Tax Credit Allocation Committee awards.

Size and Demographic Composition of Qualifying Populations

Describe the size and demographic composition of qualifying populations within the PJ’s boundaries:

Homeless Population

In accordance with HUD’s definition of homeless under the HOME-ARP grant, the City of El Cajon considers a homeless family or individual to generally include:

- An individual or family who lacks a permanent and adequate permanent home;
- A person or family who will imminently lose their permanent home due to a

- lack of resources or support; and,
- A youth under the age of 25, even if accompanied by an adult that does not have a permanent home.

The San Diego Regional Taskforce on Homelessness (RTFH) is a collaborative effort to prevent and end homelessness in the San Diego region. The Continuum of Care (CoC) for San Diego County is led by the RTFH. Due to the coronavirus pandemic, there was no street count conducted in 2021 to identify unsheltered homeless populations. The January 2022 point-in-time count (PITC) of both sheltered and unsheltered homelessness is used for this analysis. According to the 2022 PITC, organized by the RTFH, conducted on January 23, 2022, 1,308 individuals in El Cajon were reported to be experiencing homelessness. 185 of those individuals or 14% of those experiencing homelessness were living without shelter.

East County Homeless Task Force (2020) Goals to Address Homelessness

The following goals have been identified by the East County Homeless Task Force (noting East County Cities include El Cajon, La Mesa, Lemon Grove, Santee, and the Unincorporated Areas of Alpine, Lakeside, Ramona, and Spring Valley):

- Increase the number of region-wide, low barrier, year-round shelter beds (including wrap-around services for securing and stabilizing housing).
- Increase the availability and inventory of permanent supportive housing and permanent affordable housing.
- Ratify a plan for long-term sustainability by bringing funding to the task force and its projects.

Countywide: 2022 We All Count Report, San Diego Regional Taskforce on Homelessness

Compared to the overall population of San Diego County, homelessness disproportionately impacts people of color, most strikingly among Black/African Americans according to the 2022 count. Black/African Americans comprise under 5% of the general population but 24% of population experiencing homelessness and for those American Indian/Alaska Natives representing 0.4% of the general population; 3% of population are experiencing homelessness. The remaining 66% identify as White.

Males experience higher rates of homelessness (65%) compared to female, transgender, and gender non-conforming groups. However, the rate of females experiencing homelessness decreased to 34% compared to 41% of the 2020 count. In El Cajon, for 2022 PITC, approximately 21% of those homeless were female and 78% are male.

There were 90 **unsheltered persons that consisted of families with children** in San Diego County representing 2% of the total homeless population. 43% of individuals in families with children were sheltered. In El Cajon, there was five unsheltered families and 884 sheltered, representing 82% of the homeless.

While 24% of San Diegans experiencing homelessness were over 55 in both 2020 and 2022, this year’s count showed 47% of those seniors were experiencing homelessness for the first time, with 57% having a physical disability. No specific data for El Cajon was reported in the We All Count Report.

378 individual that experience homelessness are **veterans** (9% of total) with 308 veterans or (7% of the total) are sheltered homeless. This is a 30% decline in veterans experiencing homelessness from 2020. In El Cajon, there were six unsheltered veterans, with 28 sheltered, representing 2% of the sheltered homeless population. 323 individuals or 8% of the unsheltered **homeless are youth** in San Diego County. There was 16% decline in unaccompanied youth experiencing homelessness from 2019. In El Cajon, there were 12 unsheltered youth, with 18 sheltered, representing 8% of the homeless population.

Regional Community Action Plan to Prevent and End Homelessness in San Diego

According to this report produced by the Regional Task Force on Homelessness, “currently there are not enough resources to effectively make homeless in San Diego rare, brief, and one-time.” The following chart includes the needed amount of diversion services, low-barrier shelter beds, low-income affordable housing, rapid re-housing, and permanent supportive housing at both the regional and sub-regional levels for families and single adults (includes sub-populations, veterans, youth (18-24) and seniors).

INTERVENTION TYPE	CITY OF SAN DIEGO	EAST COUNTY	NORTH COUNTY	SOUTH COUNTY	TOTAL
Diversion	3,131	316	659	365	4,470
Emergency Shelter	430-600	150-230	150-230	150-230	850-1,290
Low-Income Housing	3,132	797	798	319	5,046
Rapid Re-Housing	7,309	1,858	1,863	743	11,774
Permanent Supportive Housing	2,676	658	718	294	4,347

At-risk of Homelessness

Households at risk of homelessness are those with incomes below 30% AMI that lack sufficient resources or support networks to prevent homelessness, and 1) have moved more than two times due to economic reasons in the past 60 days, 2) are doubled up with another household due to economic hardship, 3) will be evicted within 21 days, 4) live in a hotel or motel without financial assistance from a nonprofit or government entity, 5) live in an efficiency apartment and are overcrowded, or 6) are exiting a publicly-funded institution or system of care.

Based on the HUD Comprehensive Housing Affordability Strategy (CHAS) data, 8,730 renters has at least one of four severe housing problems. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1.5 persons per room, and a cost burden greater than 50%. The CHAS data also indicates there are approximately 5,195

households with incomes below 30% AMI that are at risk of homelessness in the City of El Cajon. This is due to the household paying over 50% of their income towards rent. If a household were to receive a rent increase based on the maximum allowed in California, this would further increase the number of households who are at risk of becoming homeless.

Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking

According to the San Diego County Continuum of Care's Stella P report, 14% of those homeless in the County are domestic violence survivors. Of those survivors, 21% are currently fleeing. With a 2022 PITC of 408 homeless persons, approximately 57 persons would be adult survivors of domestic violence, with 12 fleeing. The count of sheltered and unsheltered survivors of domestic violence does not include children in families. In calendar year 2021, based upon information from the San Diego County Continuum of Care Homeless Management Information System (HMIS), there were approximately 20 persons with domestic violence history and in 6 of these instances they were persons fleeing domestic violence.

Providers of services to survivors of domestic violence indicate the number of individuals in need of shelter is likely undercounted as isolation and physical distancing mandates resulted in increased domestic violence concerns while limiting potential flight from unsafe living situations. Demographic information for this qualifying population is confidential.

Other Populations

Other populations, as defined by HOME-ARP, include those who:

1. Are currently housed and at risk of repeat homelessness;
2. Have incomes below 30% AMI and are experiencing severe housing cost burden; and
3. Otherwise meet the definition of at risk of homelessness and have incomes between 30% and 50% AMI.

Currently Housed and at Risk of Repeat Homelessness

The Continuum of Care's Homelessness Crisis Response System 2020 Data and Performance narrative indicates that approximately 26% of individuals exiting emergency shelter, or transitional or permanent housing in any given year over a 24-month period returned to homelessness. In calendar year 2021, based upon information from the San Diego County Continuum of Care Homeless Management Information System (HMIS), for El Cajon 179 homeless clients exited into permanent housing in calendar year 2022.

At Greatest Risk of Housing Instability – Households with Incomes < 30% AMI and Experiencing Severe Housing Cost Burden

HUD CHAS 2015-2019 (ACS) data indicates there are 6,615 renter households in El Cajon with annual income less than 30% AMI that are at greatest risk of housing instability. All of these renter households are experiencing a housing cost burden, with 8,845 households facing a severe housing cost burden. Cost burden is defined as the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities).

At Greatest Risk of Housing Instability – Households with Incomes 30-50% AMI That Meet HUD's §91.5 Definition of at Risk of Homelessness

Households in this category are those with incomes between 30% and 50% AMI that lack sufficient

resources or support networks to prevent homelessness, and 1) have moved more than two times due to economic reasons in the past 60 days, 2) are doubled up with another household due to economic hardship, 3) will be evicted within 21 days, 4) live in a hotel or motel without financial assistance from a nonprofit or government entity, 5) live in an efficiency apartment and are overcrowded, or 6) are exiting a publicly-funded institution or system of care. The City's 2019-2024 Con Plan and HUD CHAS data tables provides information on households that include more than one family, household income level and overcrowding. This CHAS data indicates there are approximately 1,230 households with incomes between 30% and 50% AMI that are at risk of homelessness in El Cajon. In addition, beginning March 2, 2021, income eligible El Cajon residents were able to submit applications for rental assistance to avoid eviction through the County of San Diego's Emergency Rental Assistance Program through March 31, 2022. During the past year 13,625 households submitted applications for assistance with 5,032 households assisted, all of whom with incomes less than 50% AMI. A total of \$43,111,091 in ERAP funds have been awarded.

Unmet Housing and Service Needs of Qualifying Populations

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- *Sheltered and unsheltered homeless populations;*
- *Those currently housed populations at risk of homelessness;*
- *Other families requiring services or housing assistance or to prevent homelessness;*
and,
- *Those at greatest risk of housing instability or in unstable housing situations:*

As reported in the most recent Point in Time Count (2022), El Cajon is home to approximately 1,123 people experiencing homelessness with shelter, and 185 people experiencing homelessness without shelter. It is largely believed that there will be an increased count of people living without shelter as a result of the COVID-19 pandemic, which has negatively impacted hundreds of households in the City of El Cajon. According to the U.S. Census 2014-2018 ACS 5-year Estimates, 61% of El Cajon renter households are cost burdened, paying more than 30% of their income toward rent. The sample size in this ACS Estimate is over 20,092 households. Using 2015-2019 ACS data estimates, the cost burdens are more serious for those 5,865 renter households with the lowest incomes (at or below 30% of Area Median Income), with 5,195 severely cost burdened households (paying more than 50% of their income toward rent). These significant housing cost burdens affect over 6,425 extremely low- and very low- income El Cajon renters. The majority of San Diego County residents living with cost burdens have incomes below 50% of Area Median Income, are disproportionately people of color, and are more often older adults (65 or older) or younger adults (25 or younger).

The greatest unmet housing needs of qualifying populations are:

- Permanent rental housing that is affordable to qualifying and other populations; and
- Permanent supportive rental housing that coordinates specialized services with housing that is affordable to qualifying and other populations.

The greatest unmet service needs of qualifying populations, including sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations are:

- Mental health;
- Navigation;
- Diversion;
- Life skills; and
- Vehicle repairs.

Additional unmet service needs of qualifying populations, including sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations include the following as described in HUD CPD Notices 22-13 and 21-10, as may be amended:

- Case management;
- Child care;
- Education services;
- Employment assistance and job training;
- Meal or grocery assistance;
- Housing search and counseling assistance;
- Coordinated service linkage;
- Legal services;
- Outpatient health services;
- Outreach services;
- Substance abuse treatment services;
- Transportation;
- Credit repair;
- Landlord-tenant liaison services;
- Services for special populations, including trauma-informed services; and
- Financial assistance to secure stable housing, such as rental application fees, security and utility deposits, and first and last month's rent.

Current Resources Available to Assist Qualifying Populations

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

The City of El Cajon offers a variety of resources to individuals at-risk of homelessness and experiencing homelessness through federal, state, and local programs. These programs range from vouchers for low-income families to emergency shelters for persons experiencing homelessness. Below is a summary of each of these resources through the City's Community Development Department:

- CDBG/HOME funding;
- Low and Moderate Income Housing Asset funding;
- Congregate beds and non-congregate shelter units;
- Supportive services;
- Affordable and Permanent Supportive Rental Housing; and
- Housing Choice Vouchers/Emergency Housing Vouchers available through the County of San Diego

Community Development Block Grant (CDBG) – Federal

As an entitlement grantee, the City of El Cajon receives approximately \$1.2 million annually in Community Development Block Grant (CDBG) funding, which is intended to provide community infrastructure and resources in low-income neighborhoods. Through its CDBG funds, the City expends the maximum available towards various public services (15%).

HOME Investment Partnership (HOME) – Federal

The HOME Investment Partnership (HOME) aims to provide direct housing solutions through housing development, rehabilitation assistance, and assistance to First Time Homebuyers. HOME is the second of the federal entitlement programs provided by HUD to the City. As an entitlement grantee, the City of El Cajon receives approximately \$620,000 annually in HOME funds. With the annual entitlement, these funds can be used for developing affordable housing.

Housing Choice Voucher Program (HCV) – Federal

The Housing Authority of the County of San Diego (HACSD) receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development. HACSD is not a federal department or agency, but is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. HACSD enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. Annually, the Housing Authority of the County of San Diego (HACSD) develops an [Administrative Plan](#) that outlines the use of its Housing Choice Voucher (HCV) Program that provides approximately \$23 million in federal funding to help low-income families and individuals with the cost of their rent and prevent homelessness. Typically, the tenant pays 30 percent their adjusted monthly income for rent and utilities and HACSD makes housing assistance payments directly to the landlord. The purpose of the program is to assist low-income individuals and families and ensure they are living in healthy, safe housing. Approximately 12,082 vouchers are allocated by HUD to HACSD, with 3,146 El Cajon households actively participating in the HCV program. Due to funding constraints, the HACSD cannot exceed either the allocation or the budget for its HCV program. Also, due to the high cost of housing in HACSD service area, the funding is usually maxed out and/or the voucher utilization rate is near 100%.

Other Special Programs:

HACSD also administers special programs to target specific populations with disproportionate risk of homelessness. These programs include the Family Unification Program, which targets families for whom the lack of housing is the primary factor prohibiting in the imminent placement of a family's child or foster and homeless youth. Additionally, as part of HCV funding, the HACSD administered the Veterans Assistance Supportive Housing (VASH) program

vouchers. The VASH program is a collaborative program between HUD and the U.S. Department of Veteran Affairs (VA) to provide rental assistance to homeless veterans and offer ongoing VA case management and supportive services. Additional programs include the mainstream voucher program and the Emergency Housing Voucher program (described below).

Lastly, the project-based component of the HCV Program allows rental assistance to be attached to a specific unit and/or project instead of to a particular eligible assisted family. The project may be owned by any individual, corporation, trust, partnership, non-profit entity, excluding those sanctioned from participation. A total of 207 project-based vouchers (PBVs) have been allocated throughout the County of San Diego. New project-based vouchers will be prioritized for units that will be designated for elderly or disabled families, homeless persons or families receiving supportive services, and for projects in which all PBV units in the project will be newly constructed housing.

Emergency Housing Voucher Program (EHV) – Federal via the County of San Diego

The Emergency Housing Voucher (EHV) program is funded through the American Rescue Plan Act and assists individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. Referrals come from a partnership with the local Continuum of Care, Regional Task Force on Homelessness (RTFH). Housing search assistance is a required component. A minimum of 264 vouchers are allocated for EHV through the County of San Diego which serves the City of El Cajon.

Congregate Beds and Non-congregate Shelter Units

East County Transitional Living Center operates 354 beds and 80 units in congregate and non-congregate shelter/units (80 congregate shelter units, 5 emergency shelter beds, 75 transitional housing beds, and 274 non-congregate shelter beds) that includes supportive services. Congregate beds include emergency and transitional housing beds and units. Home-Start also receives funding from the City to provide motel vouchers. The number of motel vouchers varies but on average 5 rooms are used in El Cajon motels with the goal of working with clients to develop a housing plan during the stay.

In 2022, there were approximately 90 participants in the Motel Voucher program. The length of stay is 28-days and is intended to be a bridge to an appropriate housing alternative. Participants must have an executable housing plan.

Supportive Services

The City of El Cajon is the 6th largest city in San Diego County encompassing approximately 14.5 square miles with approximately 35,003 households for a total of 105,432 residents. Supportive service availability within the City is limited. The availability of such resources is based on funding availability primarily through the County of San Diego and local non-profit social service providers, such as McAlister Institute, Interfaith Shelter Network, Home-Start, Inc., East

County Transitional Housing Living Center (ECTLC), and Crisis House (now in Santee but serving El Cajon). Other non-profit health providers include San Ysidro Health Centers and Family Health Centers, and St. Paul's Pace.

The City currently contracts with ECTLC and Home-Start to provide homeless services that includes homeless outreach, emergency shelter, flex funding, and motel vouchers.

Tenant-based Rental Assistance

The City of El Cajon does not operate a Tenant Based Rental Assistance program due to the limited amount of funding available. El Cajon residents can access the County of San Diego's Housing Choice Voucher Program and other shallow subsidy rent programs.

Affordable and Permanent Supportive Rental Housing

There are 1,148 deed restricted affordable rental housing units funded with HOME, LIHTC, Low and Moderate Income Housing Asset Fund, and Section 8 project-based assistance in the City. Affordable and permanent supportive housing developments in El Cajon have a three to five year waiting list. Projects with deeper affordability levels and project based vouchers typically have longer waiting list times. Supportive housing rental project wait lists and for qualified populations may be handled by the Regional Task Force on Homelessness managed Coordinated Entry System and through the County of San Diego Department of Housing and Community Development who may administer the HUD-funded project based vouchers.

DRAFT

Below is a list of deed restricted affordable housing units in the City of El Cajon:

Development	Address	Development Type	Total Units	Affordable Units	Funding Sources
Bella Vista Apartments	545 N. Mollison 950 East Madison	Multifamily- Acq/Rehab/Pres	150	149	LIHTC /Bond
Broadway Apartments I*	1562 E. Main Street	Multifamily- Acq/Rehab/Pres	161	160	LIHTC/Bond/Project Based Section 8 (128 units)
Broadway Apartments II *	849 N. Third Street	Multifamily- Acq/Rehab/Pres	52	50	LIHTC/Bond
Key Largo Apartments *	380 N. Mollison Avenue	Multifamily- Acq/Rehab/Pres	132	130	Project Based Section 8/ LIHTC/Bond
Laurel Village Apartments	909-977 Leslie Road	Multifamily- New Construction	41	32	LIHTC/Bond
Lexington Green Apartments	1415 E. Lexington Avenue	Multifamily- Acq/Rehab	144	142	LIHTC/Bond
Pinewood Apartments	273 Wisconsin Avenue	Multifamily- Acq/Rehab	56	55	LIHTC
Torrey Apartments	228 Chambers Street	Multifamily	51	50	LIHTC
Cornerstone Place	230 S. Sunshine Avenue	Multifamily-New Construction	70	69	AHSC, El Cajon HOME&LMIHAF funds/ LIHTC
El Cajon Senior* Towers	180 Ballantyne Street	Multifamily	88	87	HUD Project Based Section 8
Lexington Square*	250 E. Lexington Avenue	Multifamily- Acq/Rehab	100	99	HUD Project Based Section 8/LIHTC/LMIHAF/ City of El Cajon Housing Authority
Silvercrest El Cajon Apartments*	175 S. Anza	Multifamily	75	74	HUD-Section 202

Development	Address	Development Type	Total Units	Affordable Units	Funding Source
Solterra Apartments	131-155 Chambers Street	Multifamily-New Construction	49	48	LIHTC, LMIHAF
Genesis*	735-739 El Cajon Blvd	Multifamily-Acq/Rehab	9	8	LIHTC/Bond/County of San Diego/Project Based Section 8
Total				1,153	

Source: City of El Cajon-Housing Division, * 492 indicates Project Based Rental Assistance Vouchers

Shelter, Housing and Service Delivery System Gaps

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

Shelter Gap

The shelter gap methodology utilized the January 2022 Point in Time Count of sheltered individuals and families in El Cajon.

Jurisdiction	Sheltered				2022 Unsheltered	2020 Unsheltered	2020-2022 Unsheltered Change
	ES	TH	SH	Total	Total Unsheltered	Total Unsheltered	% Change
City of El Cajon	683	440	0	1,123	185	310	-40.3%

According to San Diego Regional Continuum of Care HMIS Data through the Regional Task Force on the Homeless, people experiencing homelessness spend an average of 140 days in emergency shelter before exiting. In addition, housing is the main need in El Cajon and in the San Diego Region with over 11,000 individuals calling 2-1-1 San Diego for housing assistance or affordable housing. In El Cajon, for calendar year 2022, 1,305 clients experiencing homelessness called 2-1-1 San Diego. 2-1-1 Call Center Information will be attached to the report as Exhibit A.

The At Risk/Homeless Housing Related Assistance Programs subcategory and Housing Expense Assistance are the two greatest needs for callers as well. 2-1-1 Call Center Information will be attached to the report as Exhibit B. The evidence from the 2022 Point-in-Time Count, the San Diego Continuum of Care HMIS Data, and the 2-1-1 Call Center shows that there is a gap in permanent supportive housing for people experiencing homelessness in the San Diego Region that includes the City of El Cajon. There is a gap in access for unsheltered people experiencing homelessness to emergency shelter beds, and there is a gap in access for sheltered people experiencing homelessness to permanent supportive housing exits from homelessness. This

includes a gap in both tenant-based and project-based permanent supportive housing opportunities.

Tenant Based Rental Assistance Gap

There is an estimated gap of 6,425 tenant-based rental assistance vouchers for households with income less than 50% of the Area Median Income (“AMI”), \$65,050 for a family of four and paying more than 50% of household income towards rent, including utilities. The number of tenant-based rental assistance vouchers was calculated using HUD’s CHAS Data Estimates (ACS 2015-2019) released on September 9, 2022 and is equal to the number of renter households with income less than 50% of the AMI and paying more than 50% of household income for rent, including utilities. Approximately 12,082 vouchers are allocated by HUD to the Housing Authority of the County of San Diego (HACSD), with 3,146 El Cajon households actively participating in the HCV program. Hence, there is an estimated gap of (3,146 to 6,425) 3,279 tenant based rental assistance vouchers in El Cajon.

Affordable and Permanent Supportive Rental Housing Gap

Using HUD’s CHAS data set from 2015-2019 ACS released on September 9, 2022, there is an estimated gap of 5,195 rental units affordable to renter households with income less than 30% AMI. In addition, there is an estimated gap of 1,230 rental units affordable to renter households with income between 30% and 50% AMI that have been identified. The number of Affordable Rental Units needed was calculated using HUD CHAS data set that shows the number of renter households in each income category paying more than 50% of household income for rent, including utilities. Two-bedroom units for renters with income less than 30% AMI will generally have rent, including utilities that does not to exceed \$642per month. Units for renters with income between 30% and 50% AMI will generally have rent, including utilities that does not exceed \$1,070/month. Permanent supportive rental housing is a subset of the affordable rental housing gap, primarily for households with income less than 30% AMI. In addition to an affordable rent, permanent supportive housing provides an array of services necessary to help people with disabilities and/or experiencing chronic homelessness to retain housing stability. There is an estimated gap of 248 permanent supportive housing units in El Cajon. An eight unit housing complex serving formerly homeless veterans opened in 2022 lowering the gap to 240. The number of Permanent Supportive Housing units needed was calculated by multiplying the ACS 2020 5-year population estimates for El Cajon (104,393) by the per capita need (.002381) as calculated by the Corporation for Supportive Housing.

The deficit of homes affordable and available to qualified populations presents a massive hindrance to strategies focused on connecting qualified populations to housing and shelter. In response to the pandemic, the shelter and housing ecosystem in the San Diego County region has been attempting to rapidly expand Permanent Supportive Housing and non-congregate shelter options, including through opportunistic acquisitions of existing multifamily buildings, hotels, and motels.

Service Delivery System Gaps and Methodology

To identify gaps in the service delivery system, the El Cajon Housing Division consulted with

stakeholders and drew on its experience working with organizations in the San Diego County region. Consultation with stakeholders revealed numerous service delivery system gaps including navigation and case management, connecting individuals and families with employment opportunities with sufficient income to afford housing, too few rental units in general that are an affordable level based on the median household income, transportation, move-in assistance, adequate affordable child care, landlord outreach and liaison services. In addition, stakeholders discussed challenges securing consistent operating funds for general administrative costs and building capacity to undertake development activities.

According to the 2020 Census Figures, the estimated median El Cajon household income (in 2021 dollars) is \$58,193, and the per capita income for the past 12-months (in 2021 dollars) is \$27,235. Also, 19.1% of the El Cajon population live below the federal poverty line. Using rentcafe.com, the average rent in El Cajon is \$2,149, and the average apartment size is 811 square feet. Many households are paying over 50% of their household income.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of “other populations” as established in the HOME-ARP Notice:

In accordance with the City of El Cajon’s adopted Consolidated Plan for 2019-2024, and the 2021-2029 Housing Element, the City uses the ACS and CHAS estimates provided by HUD to identify households living at or below 50% AMI who experience housing problems as a proxy to identify at-risk populations and subpopulations within the City. There is an estimated 5,980 households who experience at least one out of four housing problems that earn less than 30% AMI and 3,725 households that earn 30% to 50% of the Area Median Income. When combined (0-30% and 30-50%) 9,705 households meet this characteristic of increased risk of homelessness.

Based on input from stakeholders as well as the data gathered in this needs assessment, the greatest characteristic linked with instability and an increased risk of homelessness is extremely low-income (less than 30% AMI) renters who are experiencing at least one housing problem and are living on a fixed-income. 2015-2019 CHAS data shows 5,980 households meet this characteristic of increased risk of homelessness. Other characteristics include living in overcrowded housing and persons staying with friends or family (couch surfing) are often the form of housing instability that can escalate to staying in a car, tent, or shelter or other places not meant for human habitation.

Priority Needs for Qualifying Populations

Identify priority needs for qualifying populations:

High and rapidly escalating housing costs combined with rapid economic displacement in El Cajon create harmful instability for the qualified populations. It is difficult for members of qualified populations to find affordable housing of any kind in El Cajon. Whatever personal needs or challenges they are facing become exponentially worse on the streets, adding trauma and stress

to individuals surviving outside, and further overwhelming the system of programs and providers. Data and experience show that investing in permanent supportive housing allows services to be accessed and for individuals to begin their own path to recovery. Without safe, quality, affordable housing, our qualified populations are unable to thrive.

In Calendar Year 2022, the waiting list for those wanting to participate in the Housing Authority of the County of San Diego’s Section 8 Housing Choice Voucher (HCV) Program is shown in the Table below.

Waiting List	Elderly	Disabled	Family	Single	Total
Total HCV Waiting List Applicants (as of Jan. 2023)	8,592	16,238	37,188	18,642	80,661
Waiting List Applicants from El Cajon	978	1,664	4,392	1,325	8,359

Another factor identified is the escalating housing costs in the region that also influences rents in El Cajon. This creates a harmful instability for the qualified populations. It is difficult for members of qualified populations to find affordable housing of any kind in El Cajon. Whatever personal needs or challenges they were facing become exponentially worse on the streets, adding trauma and stress to individuals surviving outside, and further overwhelming the system of programs and providers.

Based on the data presented above, the priority housing needs for qualifying populations is the development of affordable rental housing. Specifically, there is an urgent need for the development of both permanent supportive housing with wraparound services dedicated to persons experiencing homelessness and subsidized rentals dedicated to households earning less than 30% AMI.

Priority needs for qualifying populations are:

- Affordable rental housing, including permanent supportive housing;
- Supportive services including:
 - Housing Navigation;
 - Case management;
 - Child care;
 - Education services;
 - Employment assistance and job training;
 - Meal or grocery assistance;
 - Housing search and counseling assistance;
 - Coordinated service linkage;

- Legal services;
- Life skills training;
- Mental health services;
- Outpatient health services;
- Outreach services;
- Substance abuse treatment services;
- Transportation, including vehicle repairs and bus passes;
- Credit repair;
- Landlord-tenant liaison services;
- Services for special populations, including trauma-informed services; and
- Financial assistance to secure stable housing, such as rental application fees, security and utility deposits, and first and last month's rent.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:

The City of El Cajon utilized federal, publicly available data such as the American Community Survey, the Comprehensive Housing Affordability Strategy and its adopted 2021-2029 Housing Element and 2019-2024 Consolidated Plan. Specifically, the Point in Time Count and the Housing Inventory Count provide a picture of El Cajon's and the San Diego County region's acute homelessness needs, specifically with regards to long-term housing options. Permanent supportive housing and emergency shelter beds are at full capacity. Additionally, the City's affordable development inventory highlights the need for additional units restricted to 30% AMI or below. The need for increased rental inventory that support the extremely low-income and very low-income households in the San Diego Region, including El Cajon is critical. A significant evidence base, data, and experience demonstrate that investing in permanent supportive housing allows services to be accessed and for individuals to recover.

In conversations with both the public and stakeholders through the consultation and public comment process, concerns regarding supportive services in all development projects were raised. Though these groups echoed the data regarding the highest need for further overall unit development but this must go hand in hand with supportive services. All groups shared that permanent supportive housing is the key to keeping individuals housed for the long-term.

Without safe, quality, affordable housing, our qualified populations are unable to thrive.

SECTION 6: HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:

The Community Development Department (CD) will solicit applications from developers, service providers, and/or subrecipient organizations to administer eligible activities and/or develop shelter and housing. A Notice of Funds Available (NOFA) will be issued. The NOFA will, at a minimum, specify eligible applicants, eligible activities, minimum and maximum funding amounts, application thresholds and underwriting criteria, and will provide instructions on how to submit an application. In addition to soliciting applications through a HOME-ARP NOFA, the CD may provide Low and Moderate Income Asset Funds (LMIHAF) and Housing Trust Funds and other available housing funding to best leverage the availability of State, County and other housing funding.

The CD will directly oversee the planning and administration (“P&A”) of the HOME-ARP Grant. The City may use some the planning and administration funds for the following activities: underwriting services including subsidy layering reviews, environmental review, and on-going monitoring of project(s) and other eligible P&A costs.

If any portion of the PJ’s HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD’s acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ’s entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ’s HOME-ARP program:

n/a

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

Use of HOME-ARP Funding

Category	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 0		
Acquisition and Development of Non- Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$1,860,882		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning*	\$ 328,390	15 %	15%

Total HOME ARP Allocation	\$ 2,189,272		
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***the City reserves the right to re-allocate unused funding from Administration and Planning to the Development of Affordable Rental Category.**

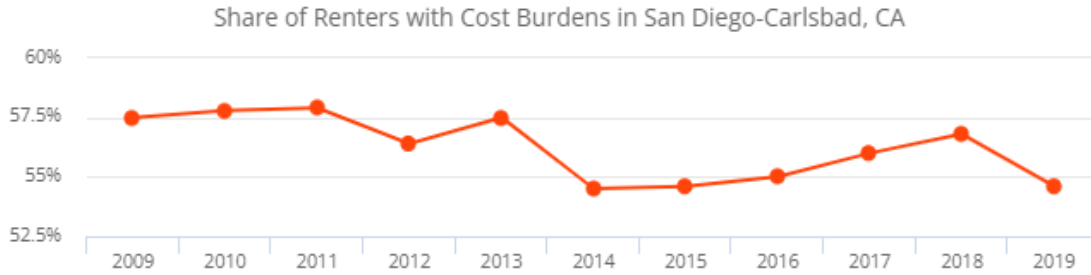
Additional narrative, if applicable: Not applicable

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

As demonstrated by the data and consultations with the public and interested stakeholders, as well as in innumerable other reports, the shortage of permanent, affordable, and/or supportive housing options in El Cajon could be considered one of the many primary causes of homelessness and the primary impediment to helping individuals and families exit homelessness. As documented in the 2019-2024 Consolidated Plan, home prices and rents rose sharply beginning in 2015 as demand for housing increased due to in-migration and the economic recovery. Both rental and purchase affordability have continued to decline during the COVID-19 pandemic as supply cannot keep pace with the demand generated by continued in-migration and investor interest. According to the San Diego Region Spring 2022 Vacancy & Rental Rate Survey by the Southern California Rental Housing Association, the El Cajon vacancy rate is at 0.008%, indicative of a tight rental market. Growing demand for housing, coupled with labor and supply shortages have continued to push housing costs beyond the reach of the lowest income households. The average rent for a 1 bedroom is reported at \$1,560, a 2 bedroom at \$1,813, and a three bedroom at \$2,016.

HUD 2015-2019 CHAS data identified 5,195 renters with income less than 30% AMI who were severely cost burdened (paying greater than 50% of their income on housing costs). An additional 1,230 renters with income between 30% and 50% are severely cost burdened. The volume of severely cost burdened renters could be reduced through the use of HOME-ARP funds for either tenant-based rental assistance or rental housing production. However, using TBRA assistance will only serve approximately 81 beneficiaries for one year assuming the average monthly rent is \$2,000 per month, tenant paid portion is \$360, and the City paid portion at \$1,640 without any supportive services. Using Permanent Supportive Housing will produce a minimum of 20 units as these funds can be leveraged with other funding sources such as LIHTC, Multi-Family Revenue Bonds, State MHP, and HCD's [Affordable Housing and Sustainable Communities Program](#).

According to the Joint Center for Housing Studies of Harvard University, the graph below shows that from 2009 to 2019 there has been a high number of renters paying over 50% of their income towards housing costs in the San Diego Region.



Notes: Cost-burdened (severely cost-burdened) households pay more than 30% (more than 50%) of income for housing. Households with zero or negative income are assumed to have severe burdens, while households paying no cash rent are assumed to be without burdens. Monthly housing costs include the contract rent and utilities for renter households. For homeowners, monthly housing costs include any mortgage payments, property taxes, insurance, utilities, and condominium or mobile home fees.

Source: [Harvard Joint Center for Housing Studies](#) tabulations of US Census Bureau, American Community Survey 1-Year Estimates using the Missouri Data Center MABLE/geocorr14

Given the shortage of available units resulting from increased demand generated by continued in-migration and investor interest, implementing a new tenant-based rental assistance program is unlikely to meet the needs of El Cajon’s most vulnerable renters. Considering the recent infusion of long-term emergency housing vouchers (EHV) directly from HUD and Project Based Vouchers (PBV) available to affordable housing developers by the Housing Authority of the County of San Diego (local public housing authority), adding HOME-ARP funded short-term Tenant Based Rental Assistance vouchers would only provide a short term solution in addressing homelessness versus the longer term provided by PBV and EHV. Also, TBRA voucher holders have a difficult time finding units that are within the limits of the Payment Standard for the Program.

The addition of HOME-ARP rental units, coupled with services, could help to ease the burden of housing costs for El Cajon’s lowest-income renters who are at high risk of housing instability and homelessness or are currently experiencing homelessness and seeking opportunities for housing stability. Permanent supportive rental housing could help to address the needs of El Cajon’s growing population of people experiencing chronic homelessness, seniors, and persons with disabilities who need supportive services coupled with affordable housing and those lowest income households from falling into homelessness. Ensuring that rental housing offers appropriate services will support long-term housing stability and decrease the likelihood of a return to homelessness.

Accordingly, the plan to fund eligible activities focuses on the acquisition, construction, preservation, and/or rehabilitation of housing serving the qualified populations.

Available Resources:

Available resources to address the unsheltered and those at risk of homelessness are limited due to the amount of funding available to the City, market prices, and residential property supply. Current resources include the following: Community Development Block Grant, Home Investment Partnership Act, and Low and Moderate Income Housing Asset Fund. Each of these funding sources has a cap on the amount of funds that can be spent on eligible services to address homelessness. The City also leverages its general fund dollars to assist with homeless service.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The Community Development Department estimates approximately 20 households will be served through this allocation. These units will be maintained for occupancy by target populations for 15 years for acquisition rehabilitation projects and 20 years for new constructions projects, at a minimum. Other funding sources (e.g. LIHTC) may require a longer affordability period.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:

The City estimates the HOME-ARP grant allocation can support the development of approximately 20 permanent housing units by providing gap financing to projects leveraging other funding sources, such as the 4% and 9% Low-Income Housing Tax Credit programs, Project Based Vouchers, and other state and local affordable housing trust funds or programs. While Projects may be funded solely with HOME-ARP dollars, this is unlikely to provide financial feasibility for most development opportunities. HOME-ARP funding is intended to provide gap financing to facilitate the development of units affordable and accessible to homeless individuals with limited incomes.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- PJs are not required to describe specific projects to which the preferences will apply.

There will be no additional preferences unless required by other funding sources. The Community Development Department will work closely with community housing partners to affirmatively market the available housing units. Projects funded by these HOME-ARP dollars will use project-specific affirmative marketing and waitlists, and the developer/housing provider/property management company will be required to serve Qualified Populations based on the proportionate share of HOME-ARP invested in the development.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:

No preferences have been identified. However, the developer/housing provider/property

management company will need to market the Section 504 units to ensure they are occupied by eligible households.

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

No preferences have been identified. However, the developer/housing provider/property management company will need to market the Section 504 units and conduct the necessary outreach to ensure they are occupied by eligible households.

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME- ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including:

- *Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity*

The City will not utilize HOME-ARP funds to refinance existing debt secured by multifamily housing as described in the question, and therefore we do not have any refinancing guidelines for that activity.

- *Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.*

Not Applicable

- *State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.*

Not Applicable

- *Specify the required compliance period, whether it is the minimum 15 years or longer.*

Not Applicable

- *State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.*

Not Applicable

- *Other requirements in the PJ's guidelines, if applicable:*

Not Applicable

Additional Organizations and feedback provided.

Agency/Organization	Type of Agency/Organization	Method of Consultation	Feedback

DRAFT

EXHIBITS

DRAFT

EXHIBIT A

2-1-1 REPORT

Clients Living in El Cajon and Experiencing Homelessness Calendar Year 2022

DRAFT



2-1-1 SAN DIEGO | COMMUNITY INFORMATION EXCHANGE CLIENT PROFILE REPORT CY2022

The following report includes demographics, referrals, needs, social determinants of health, and geographic location for:

Clients Living in the City of El Cajon and Experiencing Homelessness

Demographics | Referrals | Needs | Social Determinants | Map

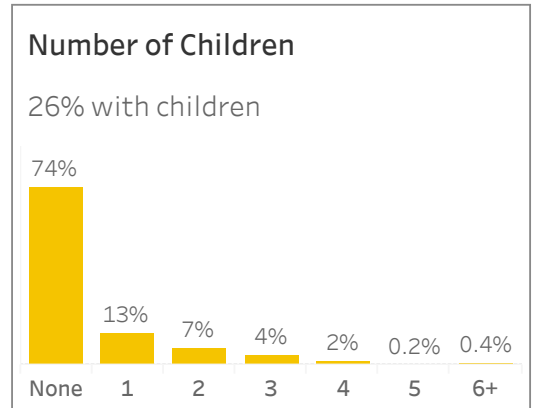
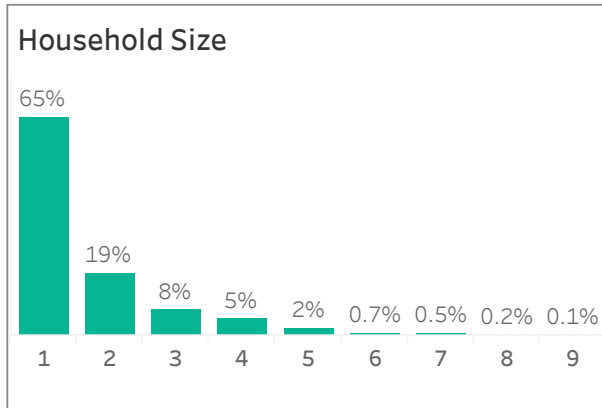
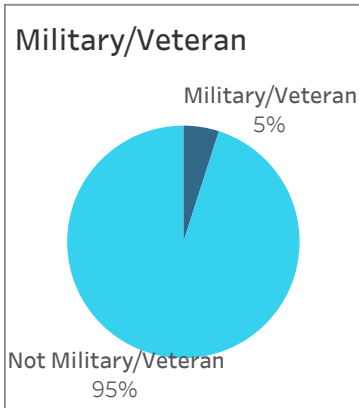
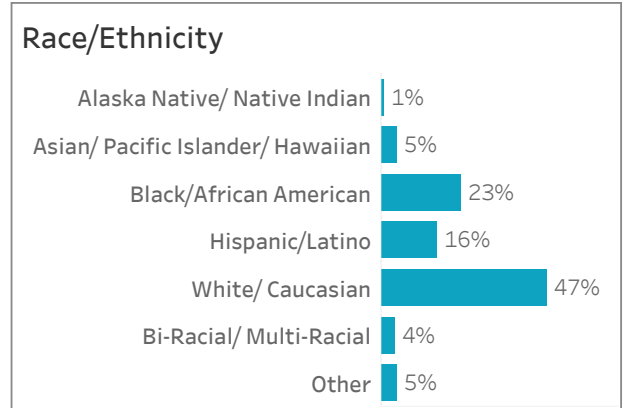
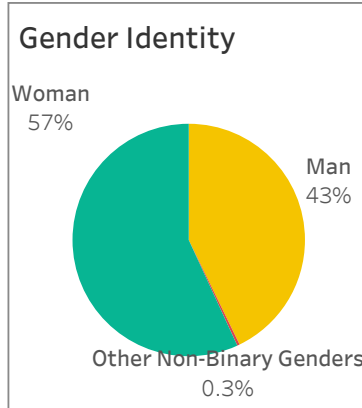
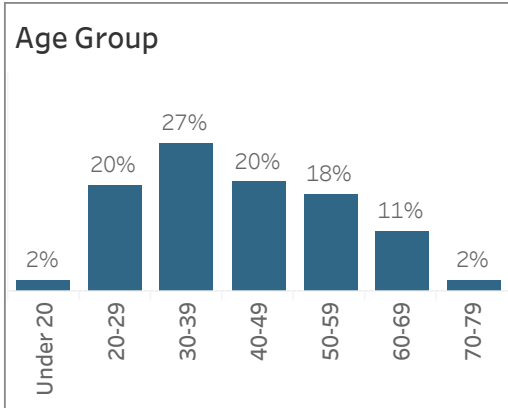
Total Clients:
1,305

CIE Clients:
1,021 / 81%

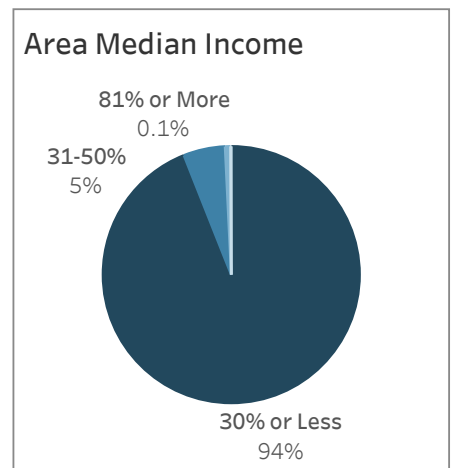
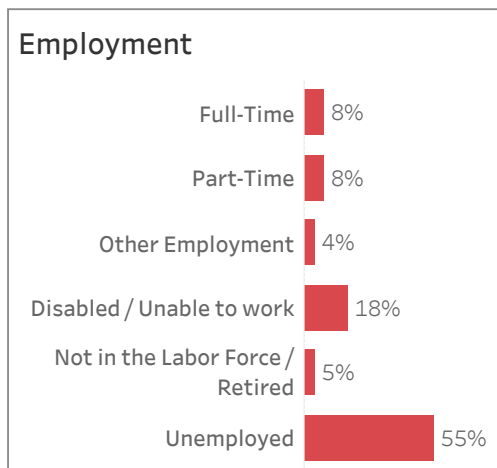
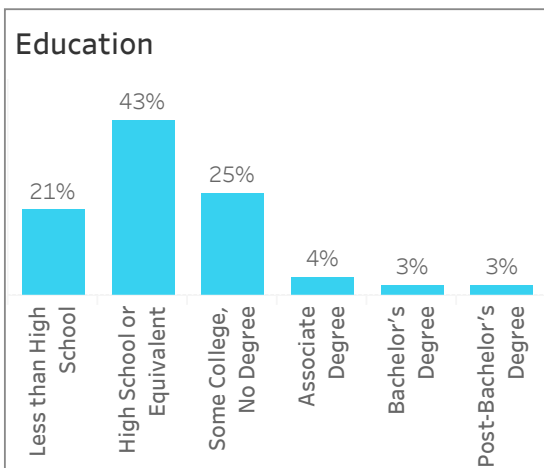
Total Referrals:
5,513

Total Needs:
7,277

General Demographics



Socioeconomic Indicators



CIE (Community Information Exchange) is a HIPAA compliant, multi-dimensional technology platform that provides actionable client-level data through comprehensive assessments, a risk rating tool, community case planning, and facilitated connections to services addressing the social determinants of health.

Clients Living in the City of El Cajon and Experiencing Homelessness

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

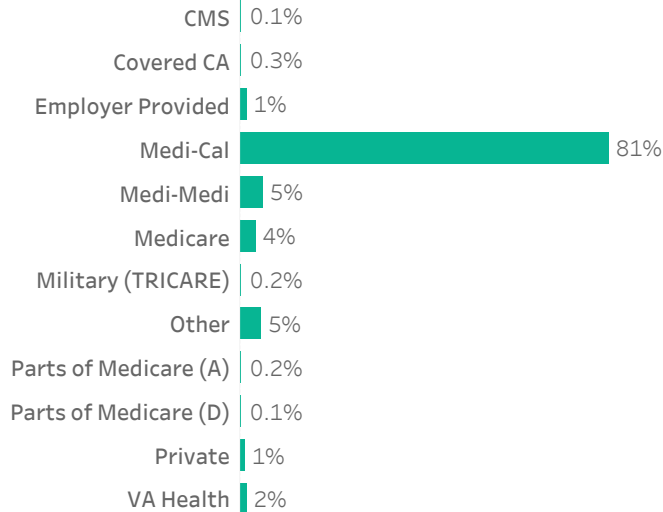
Map

Health Insurance

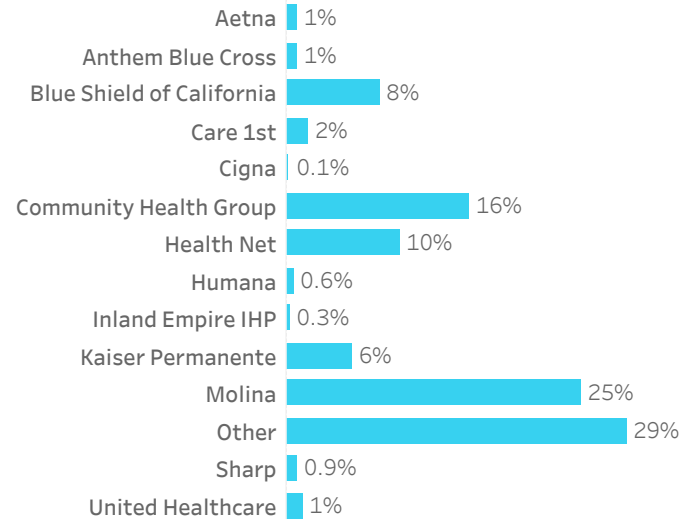
91% of clients have health insurance

Health insurance type and plan graphs display percentages of clients with the specified health insurance type or health insurance plan of total people with health insurance.

Health Insurance Type



Health Insurance Plan



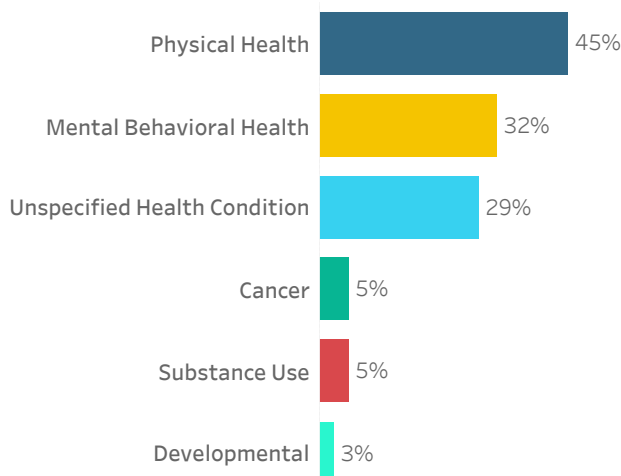
Health Concerns

58% of clients reported having a health concern

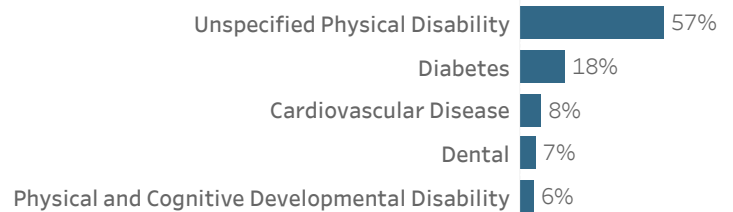
Health concern rate is the percentage of clients who indicated experiencing a health condition or disability, which includes diagnosed and non-medically diagnosed conditions ranging from physical health, mental health, and substance use. Health concern graphs display percentages of clients with a health concern. Top 5 health concern graphs display percentages of clients with the specified type of co..

Health Condition by Type

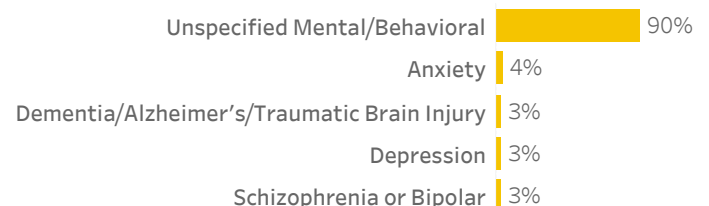
Percent of clients with health concern



Top 5 Physical Health Condition



Top 5 Mental/Behavioral Health Condition



Demographics

Referrals

Needs

Social Determinants

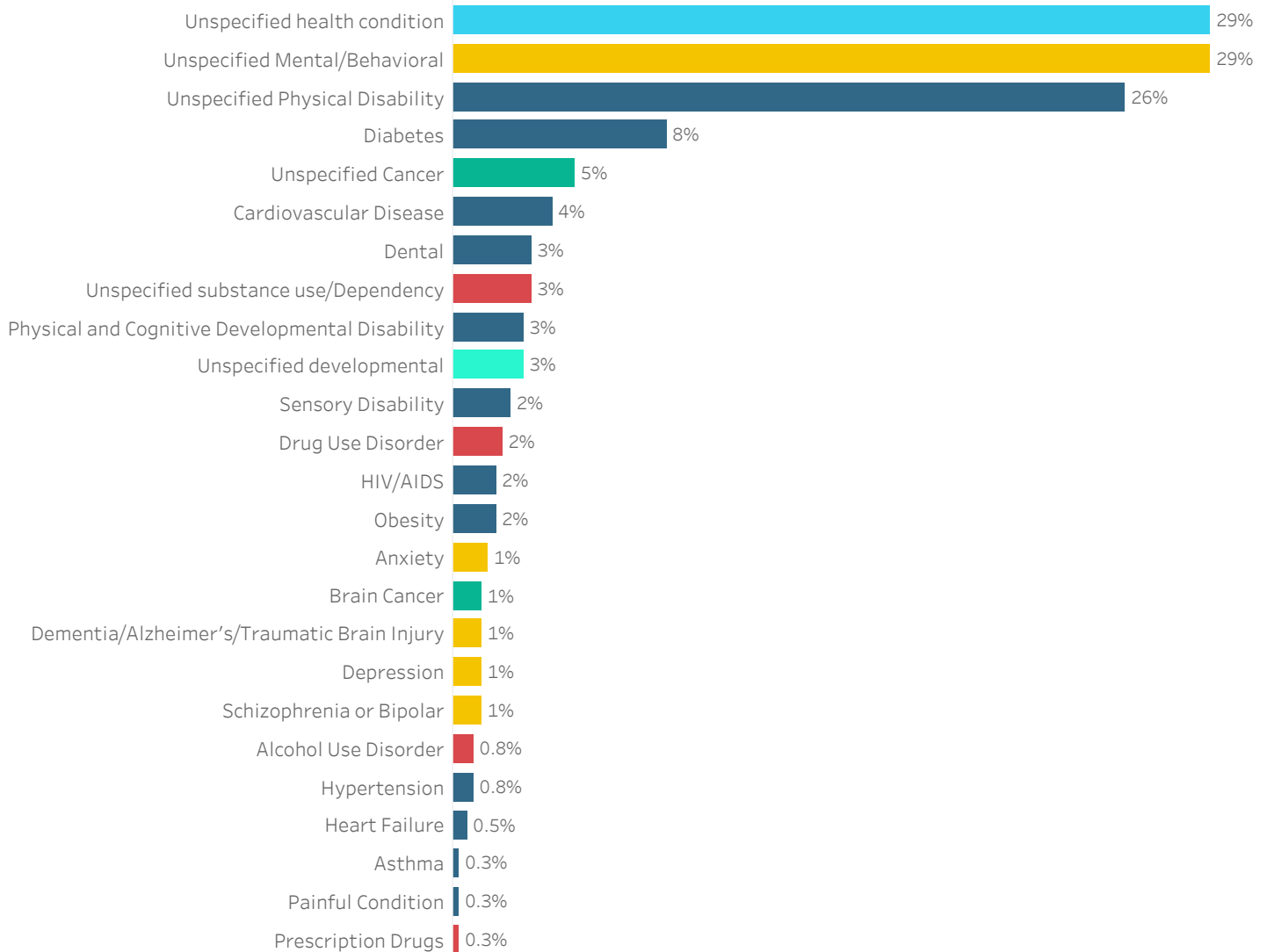
Map

Health Concerns

58% of clients reported having a health concern

Health concern rate is the percentage of clients who indicated experiencing a health condition or disability, which includes diagnosed and non-medically diagnosed conditions ranging from physical health, mental health, and substance use. Health concern graphs are percentages out of those with a health concern. Top 5 concern percentages are out of those with the specified type of concern. Individuals can have more than one concern; therefore, graphs may not total 100%.

Top 25 Health Concerns



Type of Health Concern

- Cancer
- Mental Behavioral Health
- Substance Use
- Developmental
- Physical Health
- Unspecified Health Condition

Note: only health concerns experienced by 5 or more clients are shown

Clients Living in the City of El Cajon and Experiencing Homelessness

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map

Total Referrals:
5,513

Clients receive referrals to community resources across San Diego and/or Imperial County. The Resource Database is structured into two levels: agency and service. Agency is the highest level of an organization/business and can be comprised of many services, also known as programs. Services specify the type of program offered, including the location of where the service is offered. This client population received **5,513** total referrals spread across **359** unique agencies and **827** unique services.

Top Referred Agencies and Services

Top 5 Referral Agencies with Top 10 Services

Agency Name	Service Name	Count
2-1-1 San Diego	CalFresh Enrollment Services	213
	VITA	74
	Lyft General Program	14
	Community Connector II Callback Request	6
	Emergency Rental and Utilities Assistance Program Application Assistance (ERAP)	6
	Information and Referral Services	5
	Perinatal Care Network (PCN)	5
	Community Supports, Housing Transition Navigation, Blue Shield	4
	Courage to Call	4
	CalEITC VITA Escalations	3
Agency Grand Total (includes services not shown)		350
Father Joe's Villages	Coordinated Entry Access Site, San Diego Day Center	160
	Coordinated Entry Access Site, JKC Campus	122
	Rapid Re-housing Program	69
	Golden Hall Single Men Bridge Shelter	35
	San Diego Day Center	34
	Paul Mirable Center Interim Shelter	29
	Emergency Housing for Families, St Vincent de Paul Village	22
	Golden Hall Family Shelter	21
	Transitional Housing for Families, St Vincent de Paul Village	12
	Golden Hall Bridge Shelter (TAY)	10
Agency Grand Total (includes services not shown)		545
Housing and Community Development Services, County of San Diego	County of San Diego Security Deposit Assistance Program (SDAP)	234
	County of San Diego Housing Resource Directory	59
	Rental Assistance and Affordable Housing Directory	51
	Section 8 Rental Assistance Program	46
	COVID-19 Emergency Rent and Utilities Assistance Program (ERAP)	26
	Project-Based Vouchers	14
	County of San Diego Rental Assistance for Small Landlords (RASL)	3
	Tenant Based Rental Assistance	3
	Project One for All Initiative	2
	Down Payment and Closing Cost Assistance	1
Agency Grand Total (includes services not shown)		440
Self Sufficiency Programs, HHSA, County of San Diego	ACCESS Customer Service Center and Self Service	204
	Family Stabilization Program, El Cajon	34
	CalFresh (SNAP), El Cajon Family Resource Center	29
	General Relief, El Cajon Family Resource Center	26
	MyBenefits CalWIN	21
	CalWORKs, El Cajon Family Resource Center	11
	General Relief, Metro Family Resource Center	6
	CalFresh (SNAP), Centre City Family Resource Center	5
	Family Resource Center (FRC), Reschedule Line	4
	Family Stabilization Program, Centre City	4
Agency Grand Total (includes services not shown)		363
The Salvation Army San Diego Regional Office	Coordinated Entry Access Site, Centre City Corps	235
	East County Red Shield, Food Pantry and Resource Center, El Cajon	44
	Haven Interim Housing, Door of Hope	37
	Transitional Living Center, Door of Hope	27
	Homeless Outreach Program, Centre City Corps	15
	Door of Hope Rapid Rehousing	13
	EFSP Hotel/Motel Voucher Assistance	10
	STEPS Program, San Diego Centre City Corps Community Center	6
	Adult Rehabilitation Center	3
	Disaster Response and Recovery Services	2
Agency Grand Total (includes services not shown)		397

Clients Living in the City of El Cajon and Experiencing Homelessness

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

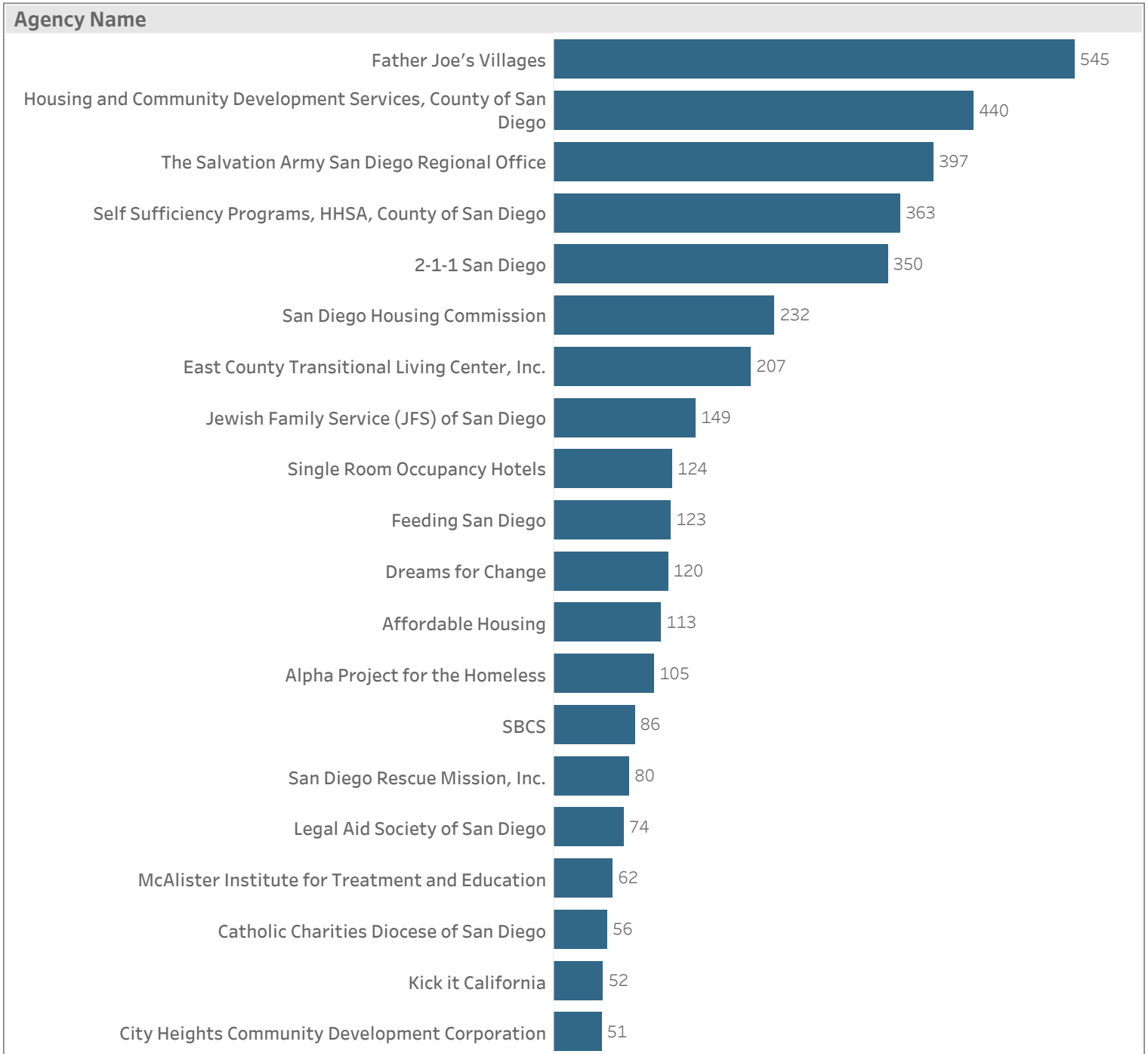
Social Determinants

Map

Total Referrals:
5,513

Clients receive referrals to community resources across San Diego and/or Imperial County. The Resource Database is structured into two levels: agency and service. Agency is the highest level of an organization/business and can be comprised of many services, also known as programs. Services specify the type of program offered, including the location of where the service is offered. This client population received **5,513** total referrals spread across **359** unique agencies and **827** unique services.

Top 20 Referrals by Agency



Clients Living in the City of El Cajon and Experiencing Homelessness

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map

Total Referrals:
5,513

Clients receive referrals to community resources across San Diego and/or Imperial County. The Resource Database is structured into two levels: agency and service. Agency is the highest level of an organization/business and can be comprised of many services, also known as programs. Services specify the type of program offered, including the location of where the service is offered. This client population received **5,513** total referrals spread across **359** unique agencies and **827** unique services.

Top 20 Referrals by Agency and Service Name

Agency and Service Name	Count
The Salvation Army San Diego Regional Office: Coordinated Entry Access Site, Centre City Corps	235
Housing and Community Development Services, County of San Diego: County of San Diego Security Deposit Assistance Program (SDAP)	234
2-1-1 San Diego: CalFresh Enrollment Services	213
Self Sufficiency Programs, Health and Human Services Agency, County of San Diego: ACCESS Customer Service Center and Self Service	204
Father Joe's Villages: Coordinated Entry Access Site, San Diego Day Center	160
Father Joe's Villages: Coordinated Entry Access Site, JKC Campus	122
Affordable Housing: Affordable Housing	113
Jewish Family Service (JFS) of San Diego: Coordinated Entry Access Site	104
San Diego Housing Commission: Affordable Housing Resource Guide	91
2-1-1 San Diego: VITA	74
East County Transitional Living Center, Inc.: Discipleship Program	71
East County Transitional Living Center, Inc.: Emergency Shelter	71
San Diego Housing Commission: Homelessness Response Center (HRC)	71
Father Joe's Villages: Rapid Re-housing Program	69
Housing and Community Development Services, County of San Diego: County of San Diego Housing Resource Directory	59
Dreams for Change: Coordinated Entry Access Site, Safe Parking, Imperial Ave	56
Kick it California: Kick it California	52
Housing and Community Development Services, County of San Diego: Rental Assistance and Affordable Housing Directory	51
Housing and Community Development Services, County of San Diego: Section 8 Rental Assistance Program	46
The Salvation Army San Diego Regional Office: East County Red Shield, Food Pantry and Resource Center, El Cajon	44

Clients Living in the City of El Cajon and Experiencing Homelessness

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map

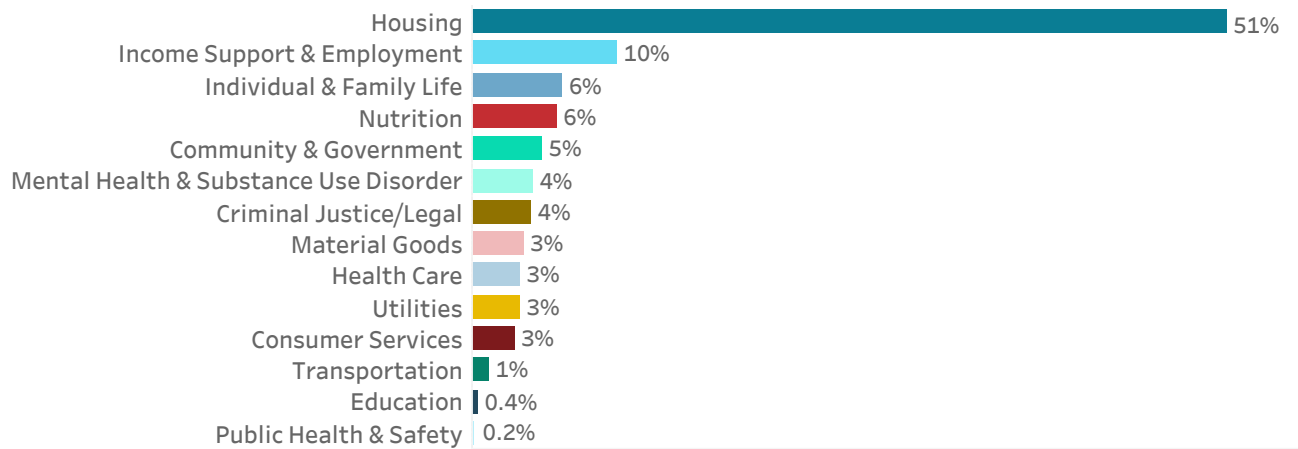
Client Needs

Total Needs:
7,277

Needs represent the reasons or descriptions of the type of help that was provided, and are documented when clients receive referrals to community services. These needs are classified using a thorough classification system that distinguishes concepts through a coded system, and puts those concepts into a hierarchical order. The first level is the broadest level, with up to six nested layers that progressively increase in specificity. There were **7,277** total needs for this client population, representing **533** unique categories of need.

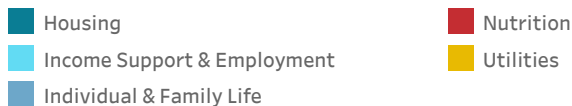
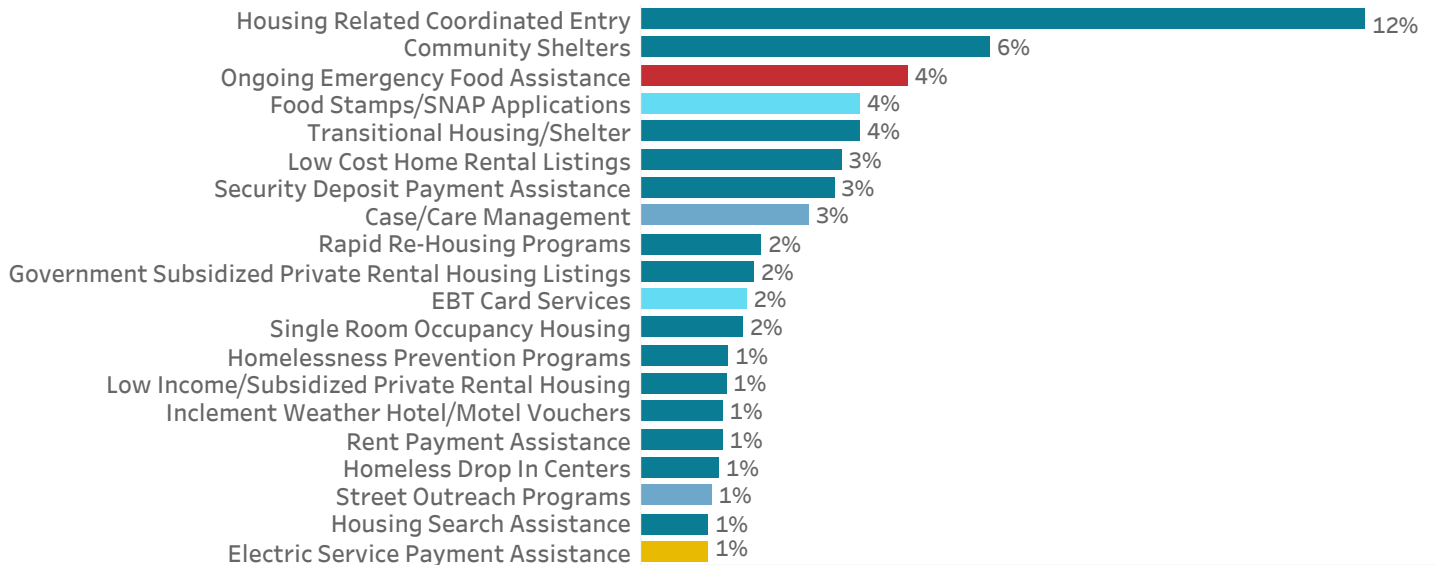
Needs by Broadest Category

Percent of total needs



Top 20 Need by Most Specific Category

Percent of total needs



Demographics

Referrals

Needs

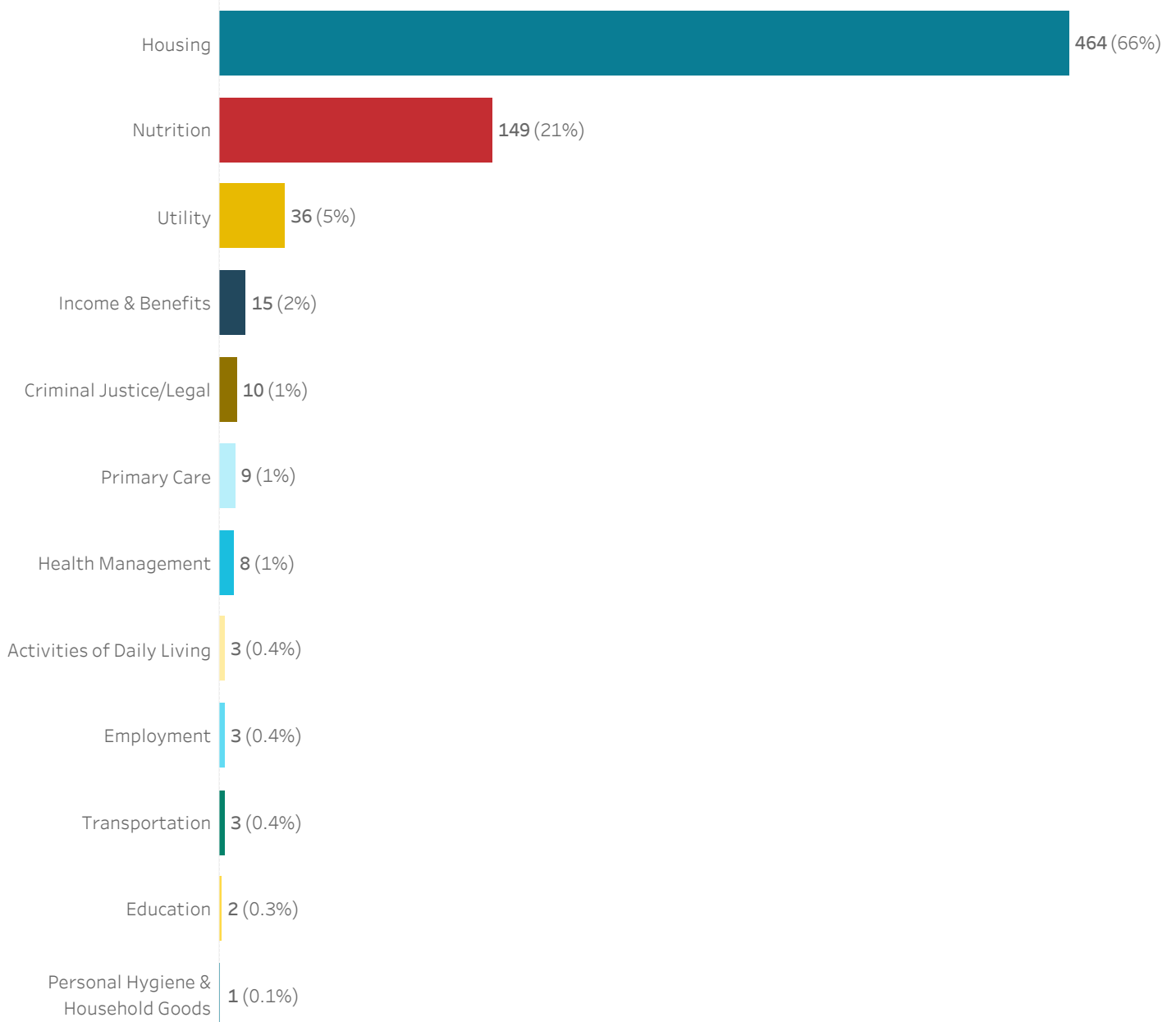
Social Determinants

Map

Total Assessments:
703

2-1-1 San Diego and the Community Information Exchange utilize Social Determinant of Health (SDOH) and Wellness assessments that evaluate a person’s situation within three major constructs: immediacy of need, barriers and supports, and knowledge and utilization of community resources. These assessments plot vulnerability on a Crisis to Thriving scale across 14 SDOH Domains. Assessments and needs are similar concepts, but capture different types of information. Whereas needs capture the type of services that clients receive or seek, assessments capture a more in-depth understanding of vulnerability and risk. The information on this page highlights the most commonly completed assessment domains for this client population. The graphs display percentages of total assessments completed.

Total Assessments by Domain



Clients Living in the City of El Cajon and Experiencing Homelessness

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map



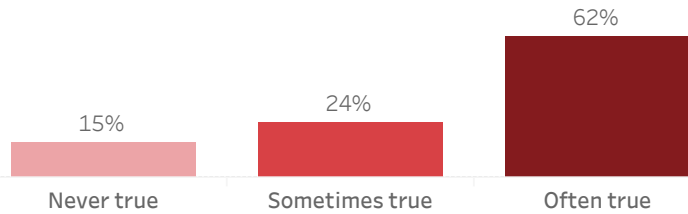
Nutrition

149 total assessments

76% of clients with a nutrition need had to meet other basic needs before they could pay for nutrition needs

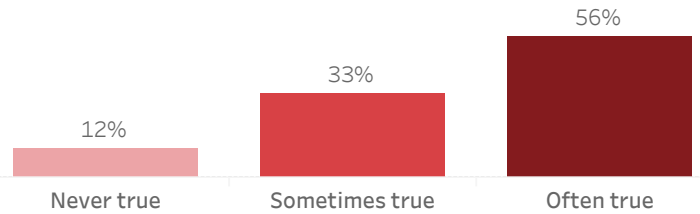
Concern Food Would Run Out

During the last month, how often are clients concerned their food would run out?



Food Actually Ran Out

During the last month, how often did clients actually run out of food?

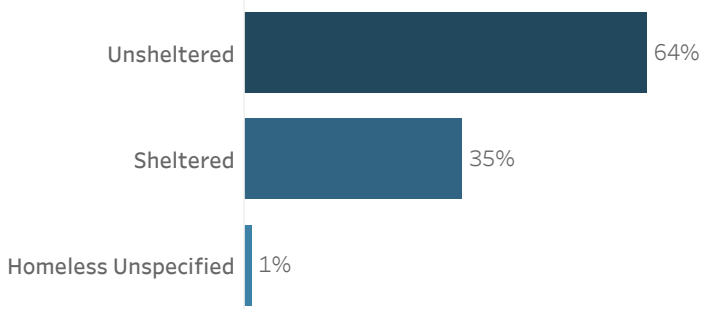


Housing

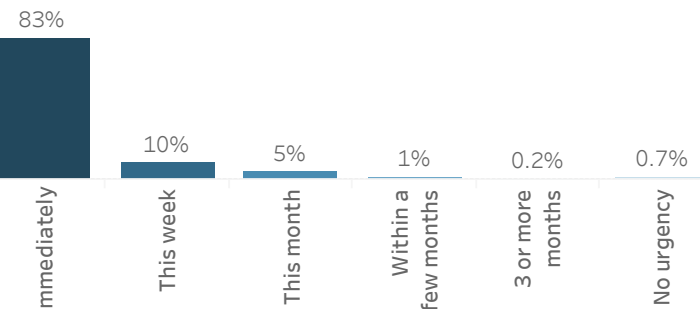
464 total assessments

1,305 clients identified as homeless* (sheltered, unsheltered, unspecified homeless)

Type of Housing Situation



Immediacy of Housing Need



*Data collected for clients with and without housing assessment



Utilities

36 total assessments

63% of clients with a utility need had a utility bill over 25% of their income

Utility Bill Status



Demographics

Referrals

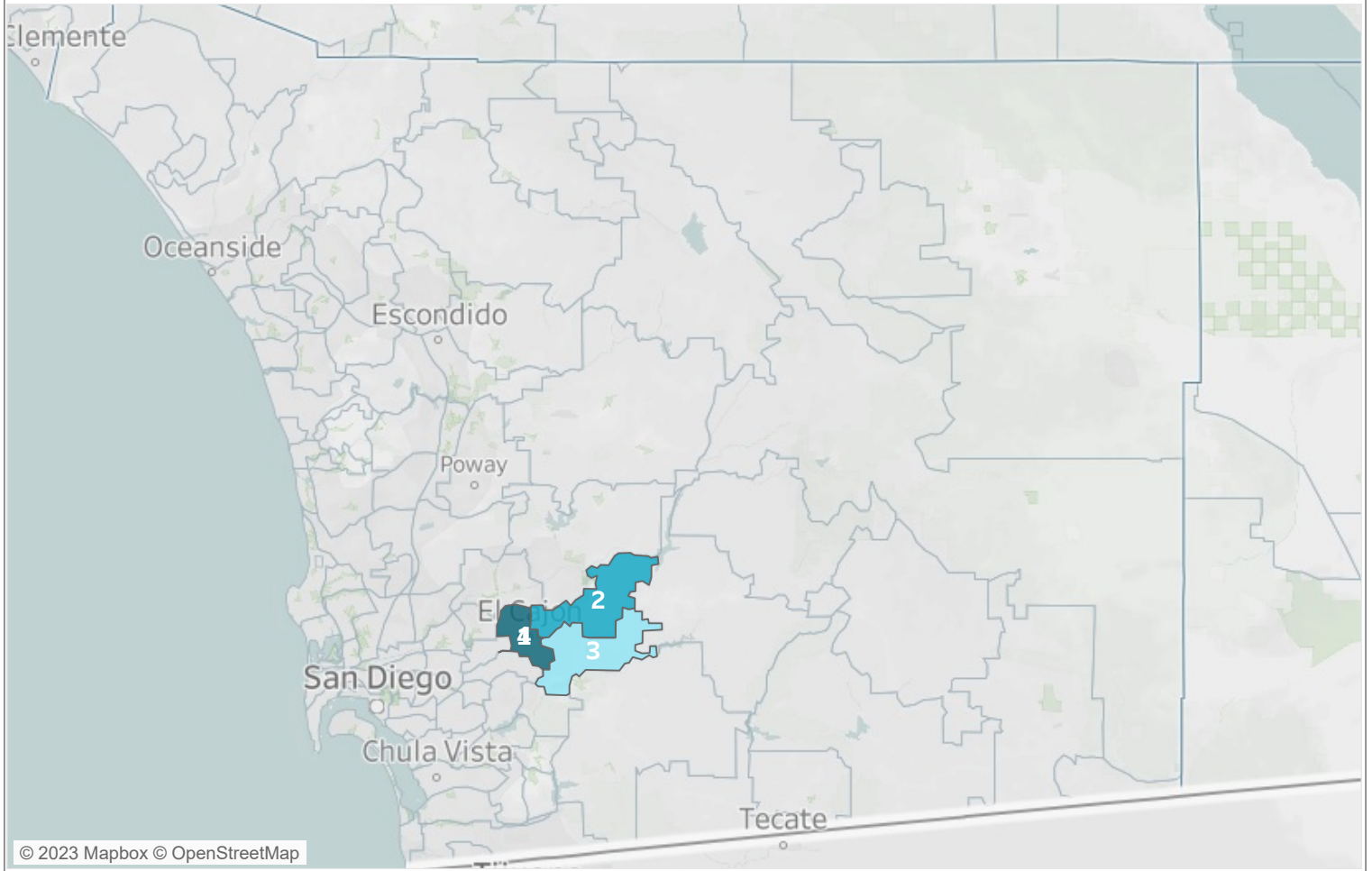
Needs

Social Determinants

Map

Clients by Zip Code

Number of Clients by Zip Code



Number of Clients



Top Zip Codes



Note: map includes only clients with a documented need.

NOTES

General Notes

1. All client data is self-reported.
2. Demographic data is out of total known responses.
3. All graphs are rounded to the nearest percentage point. Some graphs may appear to total 101% when they actually total 100%, this is due to rounding.
4. Needs represent any need a client called in for, not necessarily related to the specific services offered from this agency.
5. Not all pages are included in the report if there is not enough data collected.
6. Data in report is a snapshot, or point-in-time.
7. Assessment data reflects most recently completed assessment within each domain per client.

Specific Notes about Filters Applied to Report

Identifiable client and anonymous records. County client records included.

Includes clients receiving services from 2-1-1 San Diego and CIE partners (including data integration activity)

Clients are included in political district reports based on zip code; zip codes may be associated with more than one political district and political districts may be associated with more than one zip code.

Contact Information

2-1-1 San Diego/Imperial Informatics Department

datarequest@211sandiego.org

(858) 300-1200

EXHIBIT B

2-1-1 REPORT Clients Living in El Cajon and Homelessness or At-Risk of Homelessness Calendar Year 2022

DRAFT



2-1-1 SAN DIEGO | COMMUNITY INFORMATION EXCHANGE CLIENT PROFILE REPORT CY2022

The following report includes demographics, referrals, needs, social determinants of health, and geographic location for:

Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

*Clients with a Homelessness Prevention or Housing Expense Assistance Need

Demographics

Referrals

Needs

Social Determinants

Map

Total Clients:
2,406

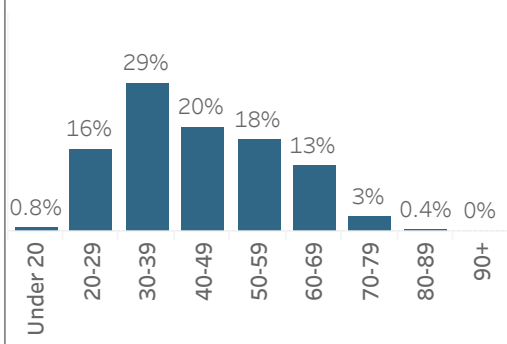
CIE Clients:
1,508 / 72%

Total Referrals:
15,143

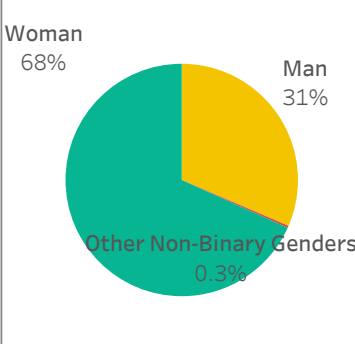
Total Needs:
5,714

General Demographics

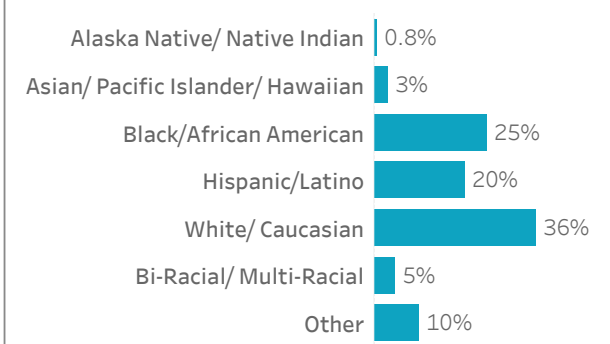
Age Group



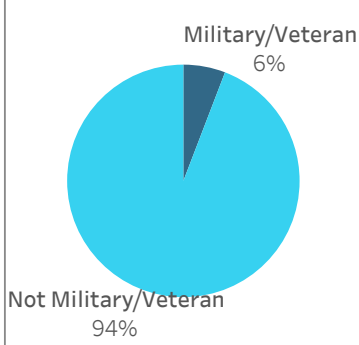
Gender Identity



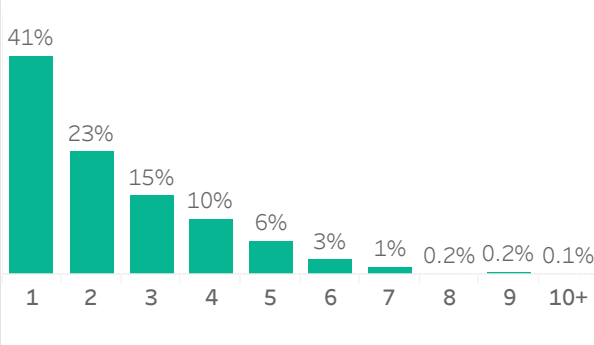
Race/Ethnicity



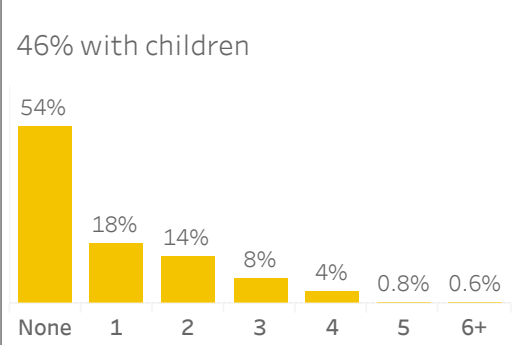
Military/Veteran



Household Size

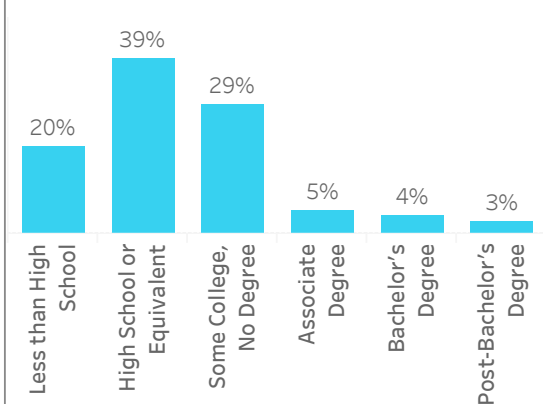


Number of Children

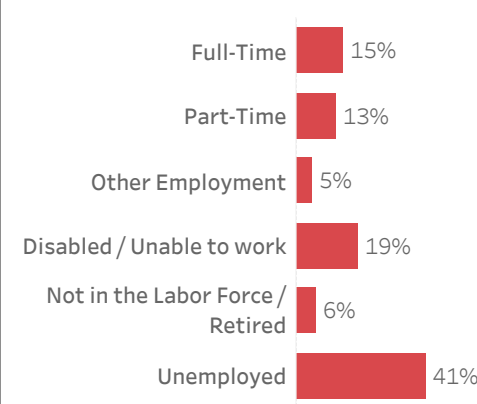


Socioeconomic Indicators

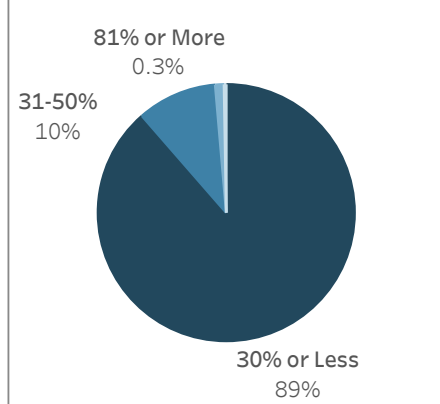
Education



Employment



Area Median Income



CIE (Community Information Exchange) is a HIPAA compliant, multi-dimensional technology platform that provides actionable client-level data through comprehensive assessments, a risk rating tool, community case planning, and facilitated connections to services addressing the social determinants of health.

Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

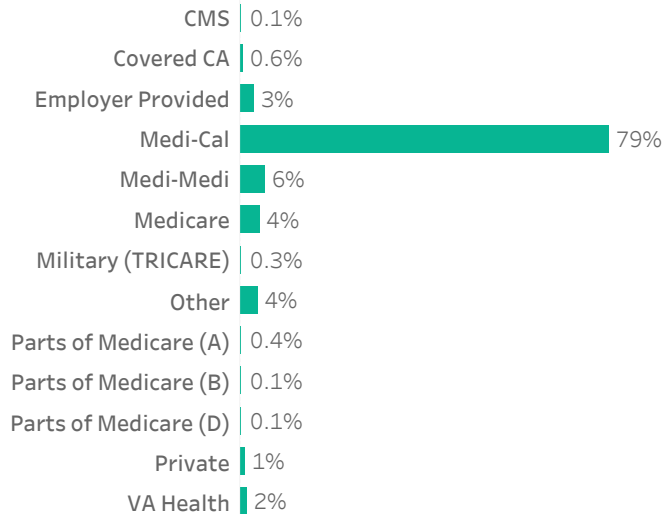
Map

Health Insurance

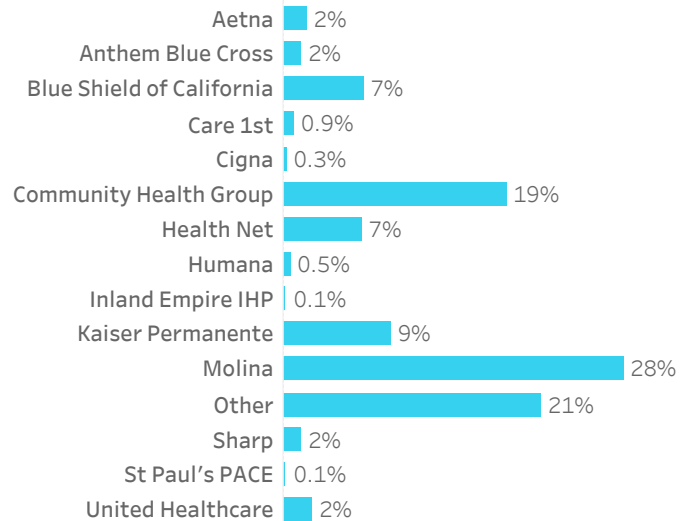
92% of clients have health insurance

Health insurance type and plan graphs display percentages of clients with the specified health insurance type or health insurance plan of total people with health insurance.

Health Insurance Type



Health Insurance Plan



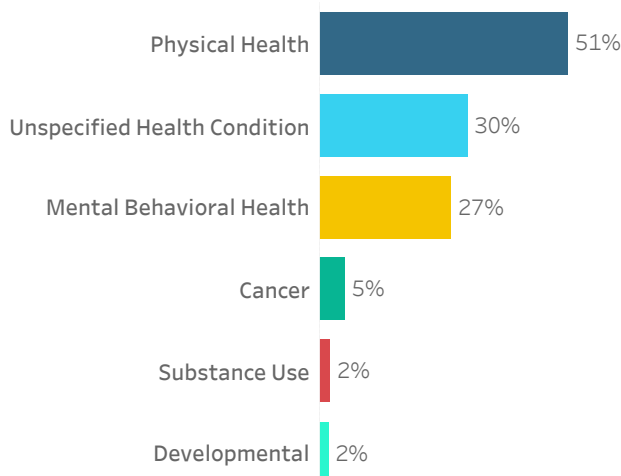
Health Concerns

52% of clients reported having a health concern

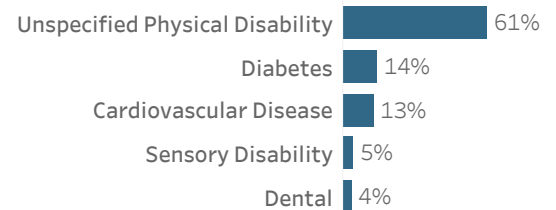
Health concern rate is the percentage of clients who indicated experiencing a health condition or disability, which includes diagnosed and non-medically diagnosed conditions ranging from physical health, mental health, and substance use. Health concern graphs display percentages of clients with a health concern. Top 5 health concern graphs display percentages of clients with the specified type of co..

Health Condition by Type

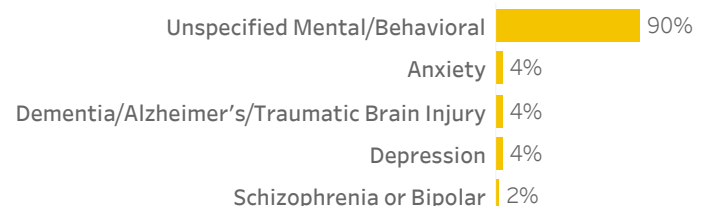
Percent of clients with health concern



Top 5 Physical Health Condition



Top 5 Mental/Behavioral Health Condition



Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

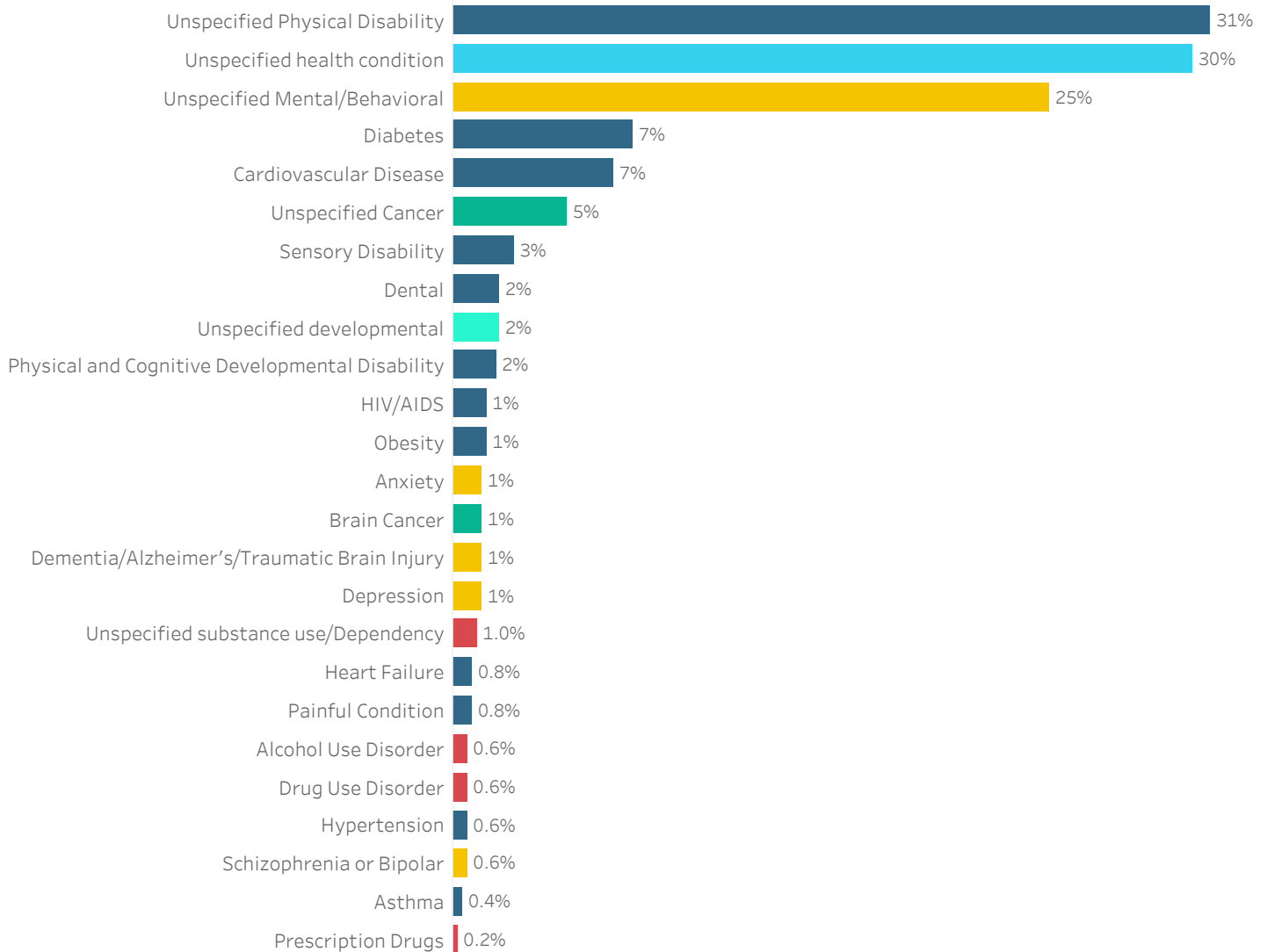
Map

Health Concerns

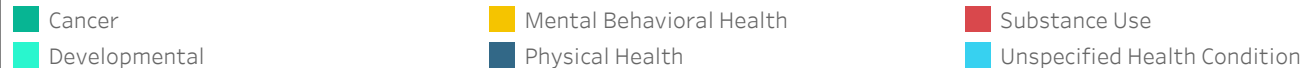
52% of clients reported having a health concern

Health concern rate is the percentage of clients who indicated experiencing a health condition or disability, which includes diagnosed and non-medically diagnosed conditions ranging from physical health, mental health, and substance use. Health concern graphs are percentages out of those with a health concern. Top 5 concern percentages are out of those with the specified type of concern. Individuals can have more than one concern; therefore, graphs may not total 100%.

Top 25 Health Concerns



Type of Health Concern



Note: only health concerns experienced by 5 or more clients are shown

Demographics

Referrals

Needs

Social Determinants

Map

Total Referrals:
15,143

Clients receive referrals to community resources across San Diego and/or Imperial County. The Resource Database is structured into two levels: agency and service. Agency is the highest level of an organization/business and can be comprised of many services, also known as programs. Services specify the type of program offered, including the location of where the service is offered. This client population received **15,143** total referrals spread across **505** unique agencies and **1,240** unique services.

Top Referred Agencies and Services

Top 5 Referral Agencies with Top 10 Services

Agency Name	Service Name	Count
2-1-1 San Diego	CalFresh Enrollment Services	363
	VITA	160
	Emergency Rental and Utilities Assistance Program Application Assistance (ERAP)	134
	Courage to Call	22
	Information and Referral Services	22
	Lyft General Program	10
	Community Connector II Callback Request	8
	Community Supports, Housing Transition Navigation, Blue Shield	8
	Perinatal Care Network (PCN)	8
	External Resources	6
Agency Grand Total (includes services not shown)		774
Father Joe's Villages	Coordinated Entry Access Site, San Diego Day Center	367
	Coordinated Entry Access Site, JKC Campus	255
	Rapid Re-housing Program	148
	Paul Mirable Center Interim Shelter	61
	Golden Hall Single Men Bridge Shelter	54
	San Diego Day Center	43
	Golden Hall Family Shelter	38
	Emergency Housing for Families, St Vincent de Paul Village	37
	Transitional Housing for Families, St Vincent de Paul Village	26
	Golden Hall Bridge Shelter (TAY)	11
Agency Grand Total (includes services not shown)		1,095
Housing and Community Development Services, County of San Diego	County of San Diego Security Deposit Assistance Program (SDAP)	1,254
	COVID-19 Emergency Rent and Utilities Assistance Program (ERAP)	405
	Rental Assistance and Affordable Housing Directory	191
	County of San Diego Housing Resource Directory	188
	Section 8 Rental Assistance Program	144
	County of San Diego Rental Assistance for Small Landlords (RASL)	67
	Project-Based Vouchers	52
	Tenant Based Rental Assistance	20
	Project One for All Initiative	4
	Down Payment and Closing Cost Assistance	3
Agency Grand Total (includes services not shown)		2,332
Self Sufficiency Programs, HHSA, County of San Diego	ACCESS Customer Service Center and Self Service	442
	Family Stabilization Program, El Cajon	134
	CalFresh (SNAP), El Cajon Family Resource Center	47
	MyBenefits CalWIN	47
	CalWORKs, El Cajon Family Resource Center	38
	General Relief, El Cajon Family Resource Center	37
	Family Stabilization Program, Centre City	10
	Health Care Options Counselor, El Cajon Family Resource Center	9
	Medi-Cal, El Cajon Family Resource Center	9
	CalFresh (SNAP), Centre City Family Resource Center	7
Agency Grand Total (includes services not shown)		825
The Salvation Army San Diego Regional Office	Coordinated Entry Access Site, Centre City Corps	552
	East County Red Shield, Food Pantry and Resource Center, El Cajon	165
	Haven Interim Housing, Door of Hope	68
	Transitional Living Center, Door of Hope	61
	Door of Hope Rapid Rehousing	34
	Homeless Outreach Program, Centre City Corps	26
	STEPS Program, San Diego Centre City Corps Community Center	13
	EFSP Hotel/Motel Voucher Assistance	12
	Adult Rehabilitation Center	5
	Disaster Response and Recovery Services	4
Agency Grand Total (includes services not shown)		960

Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

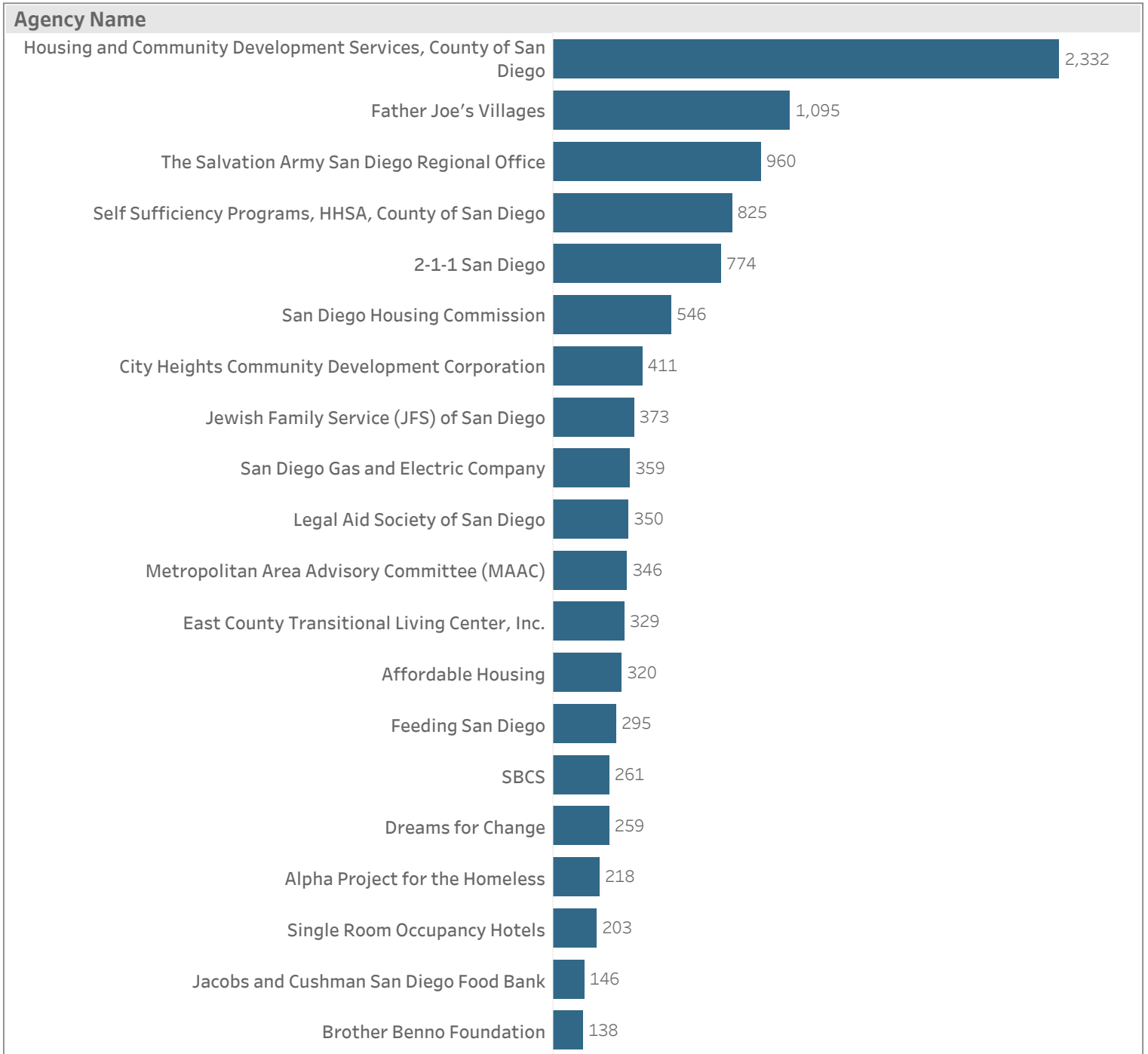
Social Determinants

Map

Total Referrals:
15,143

Clients receive referrals to community resources across San Diego and/or Imperial County. The Resource Database is structured into two levels: agency and service. Agency is the highest level of an organization/business and can be comprised of many services, also known as programs. Services specify the type of program offered, including the location of where the service is offered. This client population received **15,143** total referrals spread across **505** unique agencies and **1,240** unique services.

Top 20 Referrals by Agency



Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map

Total Referrals:
15,143

Clients receive referrals to community resources across San Diego and/or Imperial County. The Resource Database is structured into two levels: agency and service. Agency is the highest level of an organization/business and can be comprised of many services, also known as programs. Services specify the type of program offered, including the location of where the service is offered. This client population received **15,143** total referrals spread across **505** unique agencies and **1,240** unique services.

Top 20 Referrals by Agency and Service Name

Agency and Service Name	Count
Housing and Community Development Services, County of San Diego: County of San Diego Security Deposit Assistance Program (SDAP)	1,254
The Salvation Army San Diego Regional Office: Coordinated Entry Access Site, Centre City Corps	552
Self Sufficiency Programs, Health and Human Services Agency, County of San Diego: ACCESS Customer Service Center and Self Service	442
Housing and Community Development Services, County of San Diego: COVID-19 Emergency Rent and Utilities Assistance Program (ERAP)	405
Father Joe's Villages: Coordinated Entry Access Site, San Diego Day Center	367
2-1-1 San Diego: CalFresh Enrollment Services	363
City Heights Community Development Corporation: HousingHelpSD.org	338
Affordable Housing: Affordable Housing	320
Metropolitan Area Advisory Committee (MAAC): Home Energy Bill Assistance Program	305
Jewish Family Service (JFS) of San Diego: Coordinated Entry Access Site	274
Father Joe's Villages: Coordinated Entry Access Site, JKC Campus	255
San Diego Housing Commission: Affordable Housing Resource Guide	205
Housing and Community Development Services, County of San Diego: Rental Assistance and Affordable Housing Directory	191
Housing and Community Development Services, County of San Diego: County of San Diego Housing Resource Directory	188
San Diego Gas and Electric Company: California Alternate Rates for Energy Program (CARE)	168
The Salvation Army San Diego Regional Office: East County Red Shield, Food Pantry and Resource Center, El Cajon	165
2-1-1 San Diego: VITA	160
Father Joe's Villages: Rapid Re-housing Program	148
Housing and Community Development Services, County of San Diego: Section 8 Rental Assistance Program	144
2-1-1 San Diego: Emergency Rental and Utilities Assistance Program Application Assistance (ERAP)	134

Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map

Client Needs

Total Needs:
5,714

Needs represent the reasons or descriptions of the type of help that was provided, and are documented when clients receive referrals to community services. These needs are classified using a thorough classification system that distinguishes concepts through a coded system, and puts those concepts into a hierarchical order. The first level is the broadest level, with up to six nested layers that progressively increase in specificity. There were **5,714** total needs for this client population, representing **12** unique categories of need.

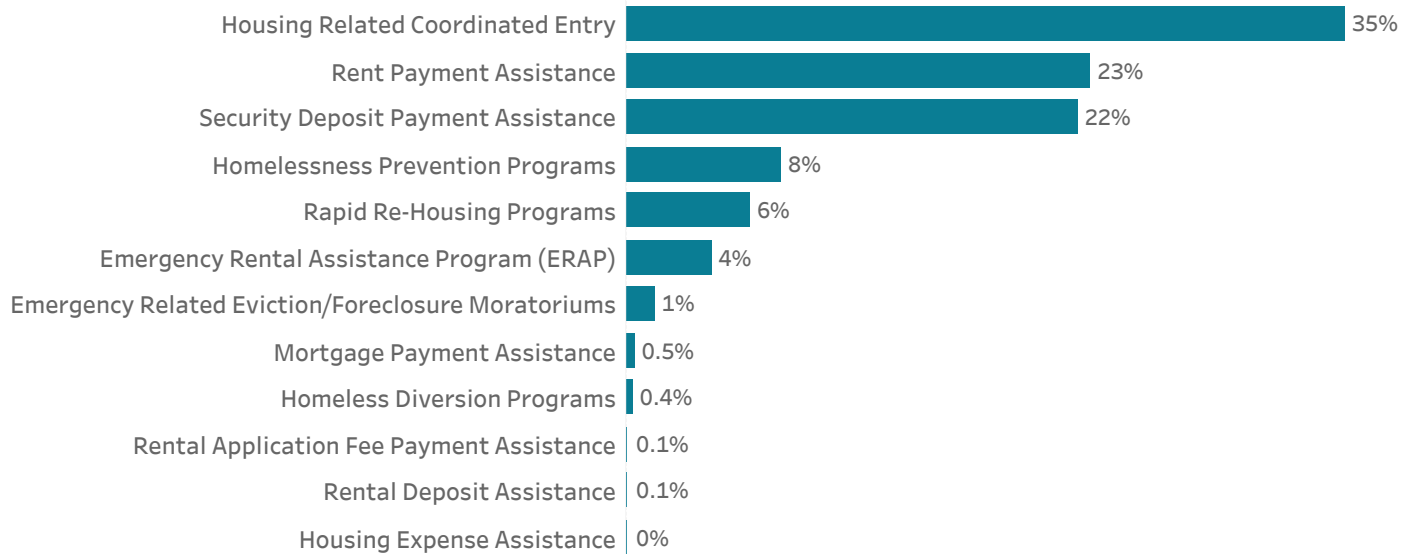
Needs by Broadest Category

Percent of total needs



Top 20 Need by Most Specific Category

Percent of total needs



Housing

Demographics

Referrals

Needs

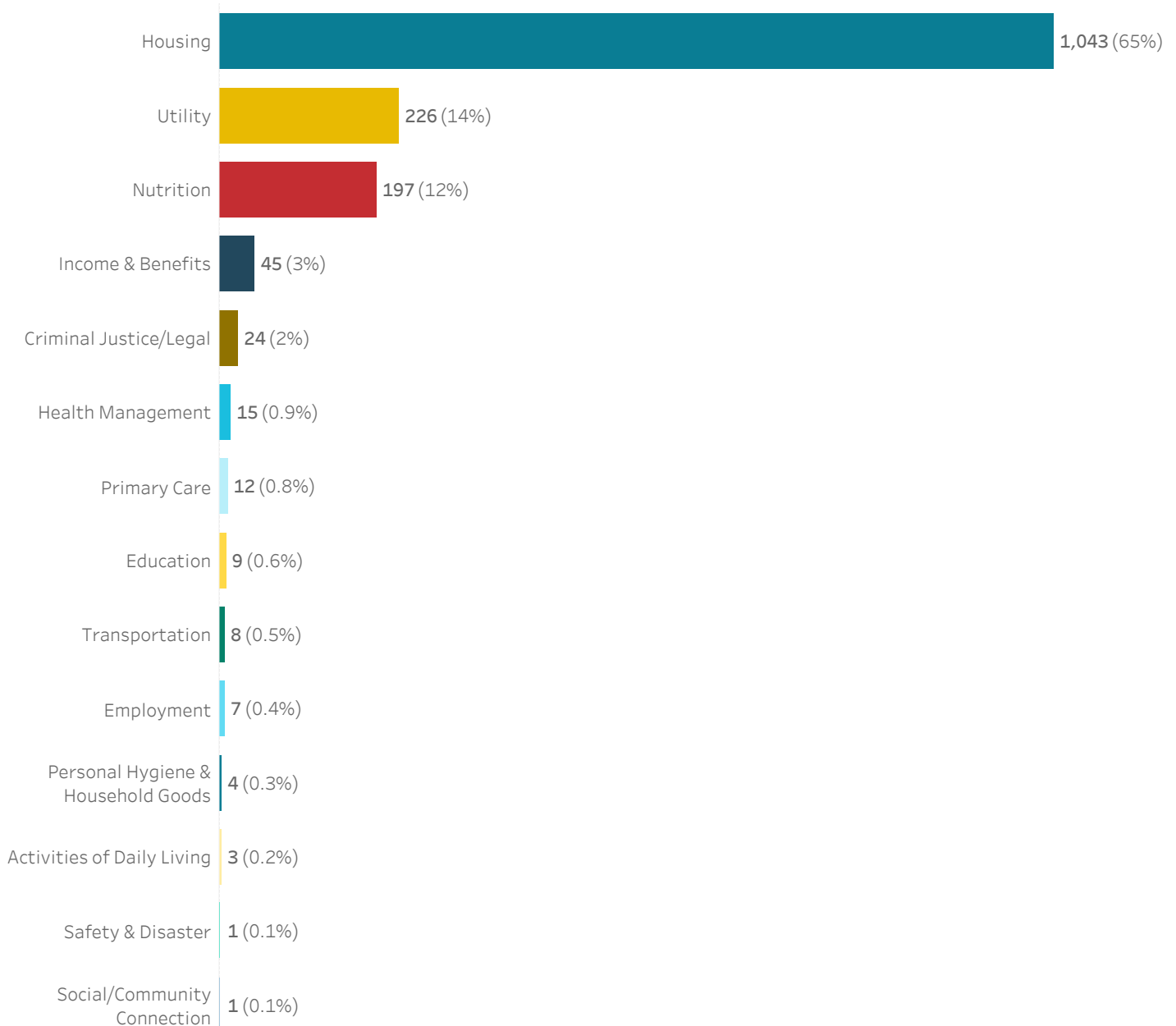
Social Determinants

Map

Total Assessments:
1,595

2-1-1 San Diego and the Community Information Exchange utilize Social Determinant of Health (SDOH) and Wellness assessments that evaluate a person’s situation within three major constructs: immediacy of need, barriers and supports, and knowledge and utilization of community resources. These assessments plot vulnerability on a Crisis to Thriving scale across 14 SDOH Domains. Assessments and needs are similar concepts, but capture different types of information. Whereas needs capture the type of services that clients receive or seek, assessments capture a more in-depth understanding of vulnerability and risk. The information on this page highlights the most commonly completed assessment domains for this client population. The graphs display percentages of total assessments completed.

Total Assessments by Domain



Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

Needs

Social Determinants

Map



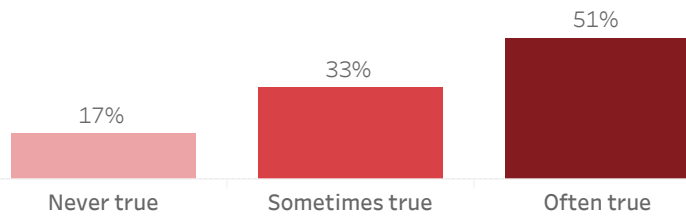
Nutrition

197 total assessments

82% of clients with a nutrition need had to meet other basic needs before they could pay for nutrition needs

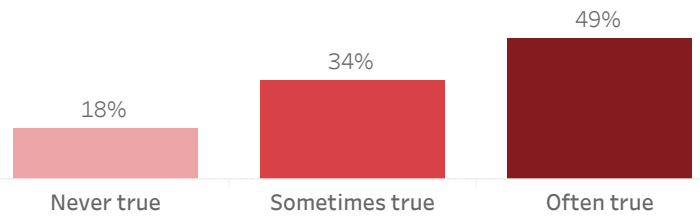
Concern Food Would Run Out

During the last month, how often are clients concerned their food would run out?



Food Actually Ran Out

During the last month, how often did clients actually run out of food?

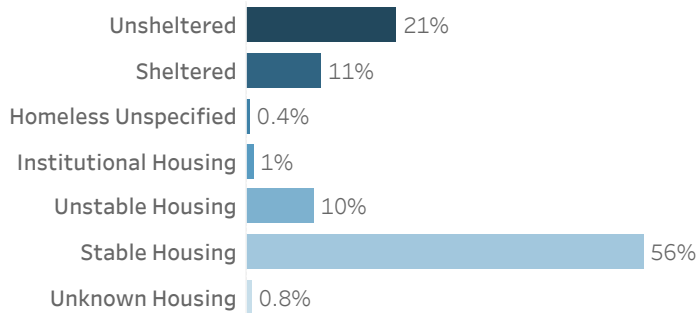


Housing

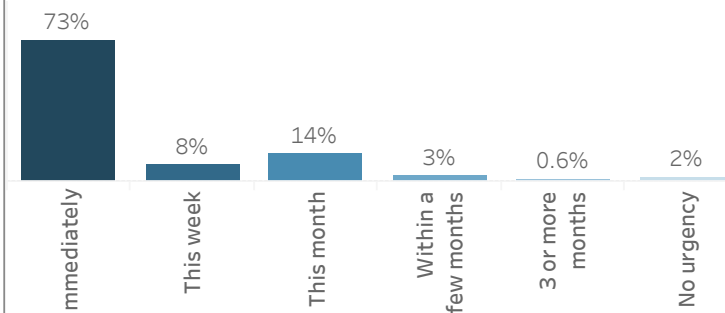
1,043 total assessments

535 clients identified as homeless* (sheltered, unsheltered, unspecified homeless)

Type of Housing Situation



Immediacy of Housing Need



*Data collected for clients with and without housing assessment



Utilities

226 total assessments

72% of clients with a utility need had a utility bill over 25% of their income

Utility Bill Status



Clients Living in the City of El Cajon and Homeless or At Risk of Homelessness*

Data Source: 2-1-1 San Diego/CIE Information Systems | Reporting Period: January 1 to December 31, 2022

Demographics

Referrals

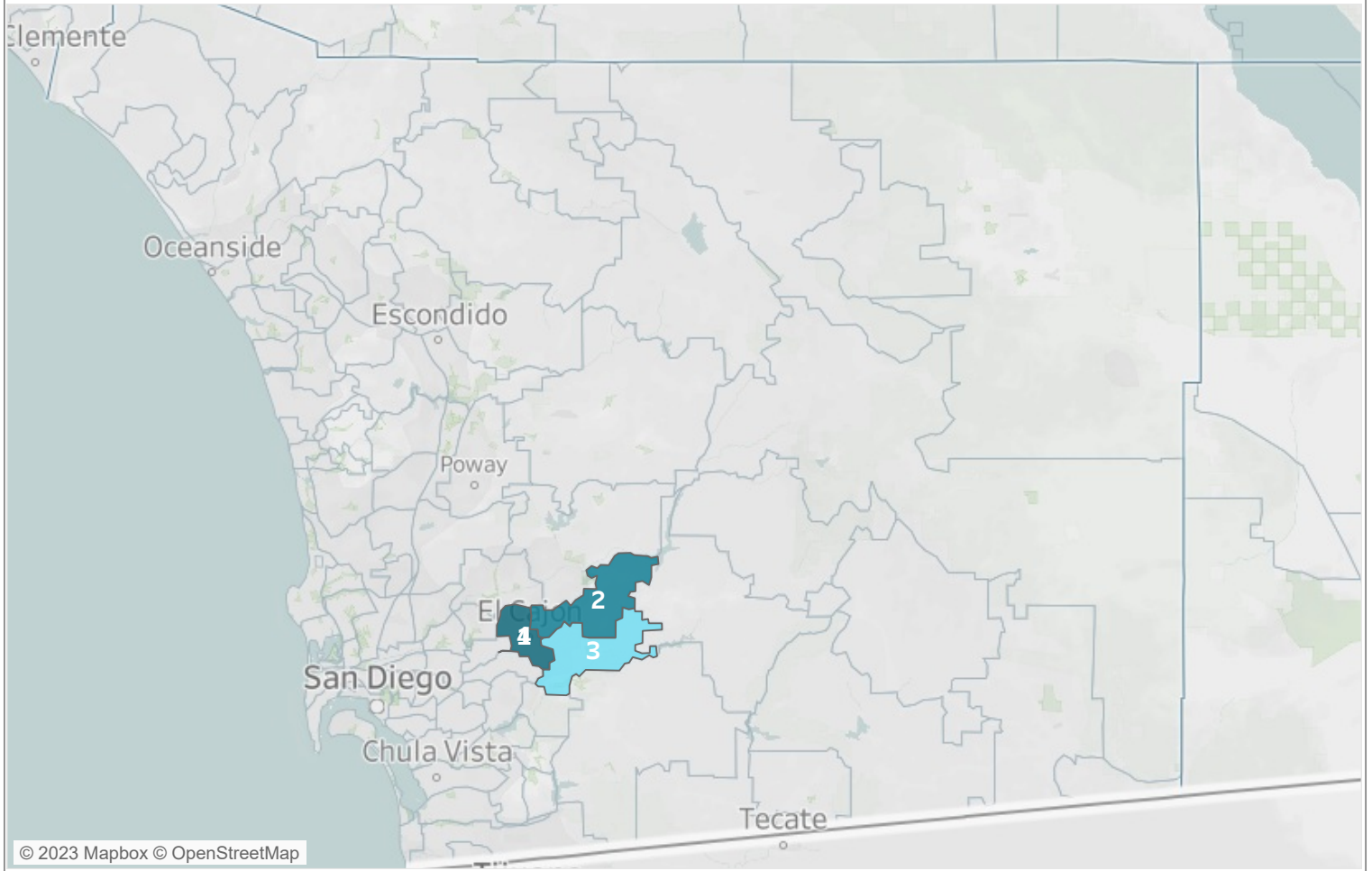
Needs

Social Determinants

Map

Clients by Zip Code

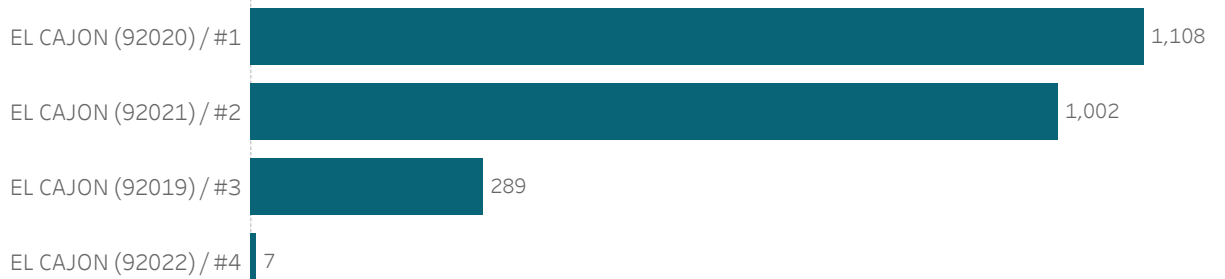
Number of Clients by Zip Code



Number of Clients



Top Zip Codes



Note: map includes only clients with a documented need.

NOTES

General Notes

1. All client data is self-reported.
2. Demographic data is out of total known responses.
3. All graphs are rounded to the nearest percentage point. Some graphs may appear to total 101% when they actually total 100%, this is due to rounding.
4. Needs represent any need a client called in for, not necessarily related to the specific services offered from this agency.
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Contact Information

2-1-1 San Diego/Imperial Informatics Department

datarequest@211sandiego.org

(858) 300-1200

EXHIBIT C

SURVEY RESULTS **Surveys Received as of February 16,** **2023**

DRAFT

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, December 24, 2022 11:15:34 AM
Last Modified: Saturday, December 24, 2022 11:20:19 AM
Time Spent: 00:04:44
IP Address: 71.150.199.105

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Ted Miyahara

Q2

Name and Title (if applicable) of Contact Person

President, San Diego Community Housing Corporation

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.: [REDACTED]

Email: [REDACTED]

Q4

Affordable Housing Developer

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5

Individuals

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6

Yes

Is your geographic service area the East Region?

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	6
Veterans	6
Single adult households	6
Families	5
Unaccompanied youth (17 years of age or younger)	5

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

people experiencing homelessness

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

El Cajon has no permanent supportive housing with the exception of Genesis Apartments which serves 8 formerly homeless veterans. The City needs permanent solutions to housing the homeless (not temporary solutions i.e. shelters, transitional, ect.)

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	4
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	1

 Page 5: AFFORDABLE HOUSING
Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Build new rental housing	5
Buy and fix up existing housing	1
Help landlords house homeless	2

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	1
Life skills training	5
Case Management	6

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	2
Motels/hotels	3
Build new shelters	1
Make shelters out of existing buildings	4

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, December 22, 2022 4:38:25 PM
Last Modified: Wednesday, December 28, 2022 12:07:43 PM
Time Spent: Over a day
IP Address: 66.185.167.4

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Chelsea Investment Corporation

Q2

Name and Title (if applicable) of Contact Person

Cheri Hoffman / President

Q3**Respondent skipped this question**

Ways to Contact You (if you wish to receive updates)

Q4**Affordable Housing Developer**

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5**Veterans,**

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Individuals,**Families****Q6****No**

Is your geographic service area the East Region?

Q7**No**

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	4
Veterans	2
Single adult households	3
Families	1
Unaccompanied youth (17 years of age or younger)	5

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

SRO/studio units with case management and services that are provided in-house.

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Long-term care/targeted services for mentally disabled persons

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	3
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	2
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	3
Buy and fix up existing housing	2
Help landlords house homeless	5
Other (Please complete space below & rank)	4
Other (please specify):	Funding sources tailored to high level services accompanied with housing

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	3
Homeless prevention services	4
Job training	1
Life skills training	2
Case Management	5
Other (Please complete space below & rank)	6
Other (please specify):	Guidance on where to find help for a specific situation

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	2
Motels/hotels	3
Build new shelters	4
Make shelters out of existing buildings	1
Other (Please complete space below & rank)	5
Other (please specify):	pop-up shelters/hospitals in over populated homeless areas.

Q15

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

None

#3

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 05, 2023 9:26:43 AM
Last Modified: Thursday, January 05, 2023 9:33:08 AM
Time Spent: 00:06:24
IP Address: 99.78.97.161

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Wakeland Housing and Development Corporation

Q2

Name and Title (if applicable) of Contact Person

Tricia Tasto Levien, VP of Operations

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

Affordable Housing Developer

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5

Individuals,

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Other (please specify):

Older adults age 55+

Q6

No

Is your geographic service area the East Region?

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	4
Veterans	3
Single adult households	1
Families	5
Unaccompanied youth (17 years of age or younger)	6
Other (Please complete the space below & rank)	2
Other (please specify):	Older Adults 55+

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Need for permanent supportive housing and affordable housing

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Permanent supportive housing and affordable housing

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	4
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	3
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	2

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	2
Build new rental housing	1
Buy and fix up existing housing	3
Help landlords house homeless	4

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	3
Job training	6
Life skills training	4
Case Management	1
Other (Please complete space below & rank)	5
Other (please specify):	Behavioral health care (mental health and substance use)

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	2
Motels/hotels	4
Build new shelters	3
Make shelters out of existing buildings	1

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, January 06, 2023 10:32:57 AM
Last Modified: Friday, January 06, 2023 10:39:12 AM
Time Spent: 00:06:15
IP Address: 68.6.147.191

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Legal Aid Society of San Diego

Q2

Name and Title (if applicable) of Contact Person

Gilberto Vera- Senior Attorney of Housing Team

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Other (please specify):
Legal Service Provider

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

Yes

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	1
Veterans	2
Families	1
Unaccompanied youth (17 years of age or younger)	1
Other (Please complete the space below & rank)	1
Other (please specify):	Elderly

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

lack of income to afford high rents, assistance with finding housing, and supportive services

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

lack of affordable housing

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	3
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	2
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	5
Buy and fix up existing housing	4
Help landlords house homeless	3
Other (Please complete space below & rank)	2
Other (please specify):	Building more affordable housing

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	1
Homeless prevention services	2
Job training	6
Life skills training	4
Case Management	3

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	4
Motels/hotels	1
Build new shelters	3
Make shelters out of existing buildings	2

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, January 09, 2023 10:02:30 AM
Last Modified: Monday, January 09, 2023 11:47:12 AM
Time Spent: 01:44:42
IP Address: 170.213.22.11

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

County of San Diego Housing and Community Development Services

Q2

Name and Title (if applicable) of Contact Person

Sarah Snook Brunson, Housing Program Analyst

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

Funder

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5

Respondent skipped this question

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6

Yes

Is your geographic service area the East Region?

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	3
Veterans	2
Single adult households	1
Families	5
Unaccompanied youth (17 years of age or younger)	4
Other (Please complete the space below & rank)	6

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Permanent supportive housing, lack of units in general that are accessible and affordable to extremely low-income households, connection to services and permanent options

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

There need to be many more additional permanent supportive housing units that support the physical needs of persons experiencing homelessness (through housing first) as well as the mental and emotional needs common in the population. City of El Cajon already has shelter options - needs to move people to permanent solutions

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	2
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	3
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	2
Buy and fix up existing housing	4
Help landlords house homeless	3
Other (Please complete space below & rank)	5

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	3
Job training	4
Life skills training	5
Case Management	1
Other (Please complete space below & rank)	6

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	2
Motels/hotels	1
Build new shelters	4
Make shelters out of existing buildings	3

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, January 10, 2023 3:17:45 PM
Last Modified: Tuesday, January 10, 2023 3:27:10 PM
Time Spent: 00:09:25
IP Address: 72.197.252.123

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

East County Homeless Task Force

Q2

Name and Title (if applicable) of Contact Person

Bonnie Baranoff

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.: [REDACTED]

Email: [REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Other (please specify):
Shelter, housing, & service advocates

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

Respondent skipped this question

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	2
Veterans	4
Single adult households	6
Families	5
Unaccompanied youth (17 years of age or younger)	1
Other (Please complete the space below & rank)	3
Other (please specify):	Older adults

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Lack of a sufficient inventory of affordable housing units and no permanent supportive housing.

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Not enough emergency shelter beds and no safe parking or safe camping options.

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	2
Rental Assistance (up to 2 years of one-time assistance)	4
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	3
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	1

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	2
Build new rental housing	4
Buy and fix up existing housing	3
Help landlords house homeless	1

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	4
Job training	5
Life skills training	3
Case Management	1

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	1
Motels/hotels	4
Build new shelters	3
Make shelters out of existing buildings	2

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, January 18, 2023 2:08:07 PM
Last Modified: Wednesday, January 18, 2023 2:43:07 PM
Time Spent: 00:34:59
IP Address: 87.249.134.129

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Da

Q2

Respondent skipped this question

Name and Title (if applicable) of Contact Person

Q3

Ways to Contact You (if you wish to receive updates)

Email: 

Q4

Interested Community Member

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5

Individuals

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6

Respondent skipped this question

Is your geographic service area the East Region?

Q7

Yes

Do you provide services that primarily benefit City of El Cajon residents?

 Page 3: HOMELESS PRIORITY GROUPS
Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	2
Veterans	2
Single adult households	5
Families	3
Unaccompanied youth (17 years of age or younger)	3
Other (Please complete the space below & rank)	1
Other (please specify):	Drug addicts/ alcoholics

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Connect housing and living with earning by working. No shelter without working. And if no shelter then it's vagrancy and jailable offense. We need to stop attracting homeless here. Most addicts need to be isolated away from temptation until doing better

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Dealing with addicts. Needs treatment lockdown and security.

 Page 4: HOUSING FOR THE HOMELESS
Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	1
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	2

 Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	2
Build new rental housing	3
Buy and fix up existing housing	4
Help landlords house homeless	5
Other (Please complete space below & rank)	1
Other (please specify):	Semi private, low cost, security barracks living where residents work during day and do counseling or have work assigned like a commune

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Homeless prevention services	4
Job training	2
Life skills training	1
Case Management	3

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Make shelters out of existing buildings	1
Other (please specify):	We have been helping homeless personally for 2 generations. Over a dozen. They need help but also need discipline. One without the other is wasted time and money.

Q15

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

Much of the questions show me most of your thinking is completely missing the target and wasting your time

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, January 18, 2023 5:24:31 PM
Last Modified: Wednesday, January 18, 2023 5:34:32 PM
Time Spent: 00:10:00
IP Address: 72.207.85.102

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Nancy Kuhlmann

Q2

Name and Title (if applicable) of Contact Person

N/A

Q3

Ways to Contact You (if you wish to receive updates)

Email: 

Q4

Interested Community Member

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5

Respondent skipped this question

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6

Respondent skipped this question

Is your geographic service area the East Region?

Q7

Respondent skipped this question

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

- | | |
|---|--------------------------------|
| Victims fleeing domestic violence, sexual assault, stalking, or human trafficking | 1 |
| Veterans | 2 |
| Single adult households | 3 |
| Families | 1 |
| Unaccompanied youth (17 years of age or younger) | 1 |
| Other (Please complete the space below & rank) | 2 |
| Other (please specify): | Those suffering from addiction |
-

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Affordable housing. Being able to pay required move in costs.

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Not enough housing.

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	2
Rental Assistance (up to 2 years of one-time assistance)	3
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	1
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	2
Buy and fix up existing housing	3
Help landlords house homeless	5

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	1
Homeless prevention services	2
Job training	3
Life skills training	4
Case Management	5

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	1
Motels/hotels	4
Build new shelters	3
Make shelters out of existing buildings	2

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 19, 2023 11:24:20 AM
Last Modified: Thursday, January 19, 2023 11:46:02 AM
Time Spent: 00:21:41
IP Address: 68.7.125.58

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Kurt Brauer

Q2

Respondent skipped this question

Name and Title (if applicable) of Contact Person

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

Interested Community Member

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5

Respondent skipped this question

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6

Yes

Is your geographic service area the East Region?

Q7

Yes

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	1
Veterans	2
Single adult households	3
Families	3
Unaccompanied youth (17 years of age or younger)	1
Other (Please complete the space below & rank)	3
Other (please specify):	Programs/Actives for seniors

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Assistance for physical and verbal violence.

Individuals with mental health issues and concerns

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

social and community events. Job training and or job workshops. (ie) How to write a resume, How to dress for and interview. Person hygiene and one on one communication.

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	4
Rental Assistance (up to 2 years of one-time assistance)	3
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	1
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	2

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	3
Buy and fix up existing housing	2
Help landlords house homeless	4

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	1
Homeless prevention services	3
Job training	2
Life skills training	4
Case Management	5

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	4
Motels/hotels	3
Build new shelters	2
Make shelters out of existing buildings	1

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#10

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 19, 2023 10:36:53 PM
Last Modified: Thursday, January 19, 2023 10:41:47 PM
Time Spent: 00:04:53
IP Address: 174.243.226.52

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Miss Holloway

Q2

Respondent skipped this question

Name and Title (if applicable) of Contact Person

Q3

Ways to Contact You (if you wish to receive updates)

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

A person with lived experience of homelessness (current, recent, or formerly homeless)

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Respondent skipped this question

Q7

Do you provide services that primarily benefit City of El Cajon residents?

Respondent skipped this question

 Page 3: HOMELESS PRIORITY GROUPS
Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	3
Veterans	1
Single adult households	5
Families	4
Unaccompanied youth (17 years of age or younger)	2

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Lack of affordable housing

Q10

Respondent skipped this question

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

 Page 4: HOUSING FOR THE HOMELESS
Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	2
Rental Assistance (up to 2 years of one-time assistance)	1
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	3
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

 Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	3
Build new rental housing	5
Buy and fix up existing housing	1
Help landlords house homeless	2

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	4
Job training	5
Life skills training	1
Case Management	3

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	2
Motels/hotels	3
Build new shelters	4
Make shelters out of existing buildings	1

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#11

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, January 23, 2023 2:10:24 PM
Last Modified: Monday, January 23, 2023 3:05:44 PM
Time Spent: 00:55:20
IP Address: 72.214.28.244

Page 2: Tell us about yourself or your organization

Q1 Respondent skipped this question

Name of Person or Organization

Q2 Respondent skipped this question

Name and Title (if applicable) of Contact Person

Q3 Respondent skipped this question

Ways to Contact You (if you wish to receive updates)

Q4 Respondent skipped this question

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5 Respondent skipped this question

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6 Respondent skipped this question

Is your geographic service area the East Region?

Q7 Respondent skipped this question

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

Respondent skipped this question

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Q9

Respondent skipped this question

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Q10

Respondent skipped this question

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Page 4: HOUSING FOR THE HOMELESS

Q11

Respondent skipped this question

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Page 5: AFFORDABLE HOUSING

Q12

Respondent skipped this question

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Life skills training

3

Page 7: NON-CONGREGATE SHELTERS

Q14

Respondent skipped this question

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, January 25, 2023 7:20:42 PM
Last Modified: Wednesday, January 25, 2023 7:29:42 PM
Time Spent: 00:09:00
IP Address: 172.56.240.32

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Forte

Q2

Name and Title (if applicable) of Contact Person

Forte

Q3

Ways to Contact You (if you wish to receive updates)

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Interested Community Member

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	1
Veterans	1
Single adult households	3
Families	2
Unaccompanied youth (17 years of age or younger)	3
Other (Please complete the space below & rank)	1
Other (please specify):	Mentally ill, Disabled

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

More work

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Haven't seen any to give an example

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	3
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	2
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	2
Buy and fix up existing housing	3
Help landlords house homeless	4
Other (Please complete space below & rank)	5
Other (please specify):	More affordable rent

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	1
Homeless prevention services	4
Job training	2
Life skills training	3
Case Management	5

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	3
Motels/hotels	5
Build new shelters	4
Make shelters out of existing buildings	1

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#13

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 07, 2022 9:42:07 AM
Last Modified: Thursday, January 26, 2023 8:49:36 AM
Time Spent: Over a month
IP Address: 72.214.28.244

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

City of El Cajon

Q2

Name and Title (if applicable) of Contact Person

Yani Pelayo, Housing Specialist

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Funder

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

Yes

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

Respondent skipped this question

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Q9

Respondent skipped this question

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Q10

Respondent skipped this question

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Page 4: HOUSING FOR THE HOMELESS

Q11

Respondent skipped this question

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Page 5: AFFORDABLE HOUSING

Q12

Respondent skipped this question

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Page 6: SUPPORTIVE SERVICES

Q13

Respondent skipped this question

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Page 7: NON-CONGREGATE SHELTERS

Q14

Respondent skipped this question

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, January 26, 2023 10:55:14 AM
Last Modified: Thursday, January 26, 2023 11:01:38 AM
Time Spent: 00:06:24
IP Address: 98.173.38.235

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Mama's Kitchen

Q2

Name and Title (if applicable) of Contact Person

Christian Nolan, Director of Strategic Initiatives

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Supportive Services Provider

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

Yes

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	4
Veterans	1
Single adult households	1
Families	1
Unaccompanied youth (17 years of age or younger)	2

Q9

Respondent skipped this question

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Q10

Respondent skipped this question

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	2
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	3
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	2
Build new rental housing	1
Buy and fix up existing housing	4
Help landlords house homeless	3

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	1
Homeless prevention services	2
Job training	5
Life skills training	3
Case Management	4

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	4
Motels/hotels	3
Build new shelters	2
Make shelters out of existing buildings	1

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, January 31, 2023 9:27:17 PM
Last Modified: Tuesday, January 31, 2023 10:15:08 PM
Time Spent: 00:47:51
IP Address: 104.28.85.232

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Local 10 year Resident

Q2

Name and Title (if applicable) of Contact Person

Ashley C

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Other (please specify):
Struggling Single Mother

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Other (please specify):
Not Applicable

Q6

Is your geographic service area the East Region?

Yes

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	4
Veterans	5
Single adult households	6
Families	2
Unaccompanied youth (17 years of age or younger)	3
Other (Please complete the space below & rank)	1
Other (please specify):	Employed One Parent Households

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

I have lived and worked in the city of El Cajon almost ten years. I had been on the section 8 list for 13 years. I have a 13 yr old daughter and a 3 year old son. In December 2021 My name finally came up on the list and I qualified (per the county's paperwork) and then the County followed up that letter stating I did not (even though again per their numbers if did) I requested an informal hearing (February 2022) and it took them 9 months to respond to that. They told me that they made a mistake or error and that I didn't qualify. I requested they show me proof-they told me that wasn't possible. They encouraged at that point to contact the City of El Cajon's Housing department because they have resources available to me. They noted that my name would be removed altogether and I would need to reapply!

Within that year I was involved in many of years domestic violence and that section 8 was my key to freedom. Finally in July of 2022 I had to have my sons father removed from my apartment and when I called the Crisis House from the Courthouse for help I was told to call back and leave a message. I tried to get in touch with them for days because of my situation and THEY DID NOT HELP ME! I contacted Legal Aid for assistance in my situation in dealing with the County and the literally told me that my situation was far to complicated but if I were need their assistance in answering to an eviction being served-they could handle that.

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Please get a better organization for helping those fleeing from Domestic Violence and are one income earning households because the crisis house DOES NOT CARE! Race and social backgrounds shouldn't be the basis of resource availability. Domestic violence doesn't choose its victims based on such and nor should the organizations that the City has partnered with to help those that need it in the midst of critical situations.

WHY DOES THE CITY OF EL CAJON NOT HAVE ITS OWN SECTION 8 PROGRAM?

BECAUSE OF THE INDIFFERENCES BETWEEN THE COUNTY AND CITY THE MOST VULNERABLE RESIDENTS IN THIS CITY ARE BEING DENIED HOUSING BENEFITS BY THE COUNTY OF SAN DIEGO! AND ARE BEING TOLD AND REDIRECTED TO CONTACT THE CITY CAN BECAUSE THEY CAN AND HAVE PARTNERED PROGRAMS THAT WILL HELP.

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

- Development of Affordable Housing (including Permanent Supportive Housing) **4**
- Rental Assistance (up to 2 years of one-time assistance) **1**
- Supportive Services (e.g. case management, legal services, moving cost assistance, etc.) **2**
- Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area) **3**

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

- Rental Housing with supportive services **5**
- Build new rental housing **2**
- Buy and fix up existing housing **3**
- Help landlords house homeless **4**
- Other (Please complete space below & rank) **1**
- Other (please specify): A city ran program to help pay for rent to single parents.

 Page 6: SUPPORTIVE SERVICES
Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	6
Job training	3
Life skills training	4
Case Management	5
Other (Please complete space below & rank)	1
Other (please specify):	Housing assistance program

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	4
Motels/hotels	5
Build new shelters	3
Make shelters out of existing buildings	2
Other (Please complete space below & rank)	1
Other (please specify):	Housing Programs that help with rental costs

Q15

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

Take action and do something about the homeless problem the County of San Diego is helping to make worse. Hold the county accountable and implement a City managed Voucher program that is transparent and follows the HUD rules and guidelines.

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, February 06, 2023 2:38:54 PM
Last Modified: Monday, February 06, 2023 2:47:56 PM
Time Spent: 00:09:02
IP Address: 68.107.90.236

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Carla Azevedo-Taber

Q2

Name and Title (if applicable) of Contact Person

El Cajon Resident

Q3**Respondent skipped this question**

Ways to Contact You (if you wish to receive updates)

Q4**Interested Community Member**

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5**Respondent skipped this question**

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6**Respondent skipped this question**

Is your geographic service area the East Region?

Q7**No**

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	4
Veterans	1
Single adult households	5
Families	3
Unaccompanied youth (17 years of age or younger)	2
Other (Please complete the space below & rank)	6
Other (please specify):	Life Skills Education - Social Engagement & norms, Addiction Support and Services, Financial Education, and other types of life skills needed.

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Above. The life skills part.

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

It's more than housing. Okay. You put people in housing. What are they doing all day?? Idle hands and minds are of no good to anyone, including the owner of such.

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	3
Rental Assistance (up to 2 years of one-time assistance)	1
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	2
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	1
Build new rental housing	3
Buy and fix up existing housing	2
Help landlords house homeless	4
Other (Please complete space below & rank)	5
Other (please specify):	Mini house villages?

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	5
Job training	3
Life skills training	1
Case Management	4

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	4
Motels/hotels	5
Build new shelters	3
Make shelters out of existing buildings	2

Q15

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

Nothing more to add.

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, February 06, 2023 2:31:08 PM
Last Modified: Monday, February 06, 2023 3:08:48 PM
Time Spent: 00:37:40
IP Address: 174.65.18.75

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Sabine Bentley

Q2

Name and Title (if applicable) of Contact Person

Sabine Bentley

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Other (please specify):
At Risk of Homelessness

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	3
Veterans	4
Single adult households	5
Families	2
Unaccompanied youth (17 years of age or younger)	1

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Immediate, low cost housing options.

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Lengthy gaps in the wait time and qualifying criteria for Rapid Rehousing.

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	3
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	2
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	4

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	4
Build new rental housing	3
Buy and fix up existing housing	2
Help landlords house homeless	1

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	2
Homeless prevention services	3
Job training	4
Life skills training	1
Case Management	5

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	1
Motels/hotels	3
Build new shelters	4
Make shelters out of existing buildings	2

Q15

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

Move forward with empathy. Not all homelessness is due to addiction and mental illness. Older citizens are affected because of age, divorce, job loss and gender. I grew up upper middle class, educated and never have had an alcohol or drug addiction. After a dual income, 20 year marriage ended in 2018 I returned to El Cajon from Texas. I worked full time providing housing for my 82 yo mother & daughter. Then September 2020, I was a Covid layoff. Unemployment ran out in September 2021. Covid Rent Relief from February 2022-May 2022. Over 300 resumes submitted for qualifying roles. NO offers to date. At 57 years old, I've been told my age is now a factor. My self and small family are At Risk of Homelessness due to lack of income to pay rent. We have a Pending Unlawful Detainer. I am that person who drive by homeless and said "but for the Grace of god." Now I am one day away from being in "there"shoes. I can't afford to stay and I can't afford to leave. I want to stay because this is my home town. Thank you for reading this far.

#18

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, February 06, 2023 6:07:32 PM
Last Modified: Monday, February 06, 2023 6:09:01 PM
Time Spent: 00:01:28
IP Address: 66.10.102.238

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Adam

Q2

Name and Title (if applicable) of Contact Person

Adam

Q3

Ways to Contact You (if you wish to receive updates)

Email: 

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Interested Community Member

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Respondent skipped this question

Q6

Is your geographic service area the East Region?

Yes

Q7

No

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

Respondent skipped this question

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Q9

Respondent skipped this question

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Q10

Respondent skipped this question

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Page 4: HOUSING FOR THE HOMELESS

Q11

Respondent skipped this question

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Page 5: AFFORDABLE HOUSING

Q12

Respondent skipped this question

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Page 6: SUPPORTIVE SERVICES

Q13

Respondent skipped this question

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Page 7: NON-CONGREGATE SHELTERS

Q14

Respondent skipped this question

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#19

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, February 09, 2023 2:39:29 PM
Last Modified: Thursday, February 09, 2023 2:40:10 PM
Time Spent: 00:00:40
IP Address: 172.56.241.222

Page 2: Tell us about yourself or your organization

Q1 Respondent skipped this question

Name of Person or Organization

Q2 Respondent skipped this question

Name and Title (if applicable) of Contact Person

Q3 Respondent skipped this question

Ways to Contact You (if you wish to receive updates)

Q4 Interested Community Member

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Q5 Respondent skipped this question

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Q6 Yes

Is your geographic service area the East Region?

Q7 Yes

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8 Respondent skipped this question

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Q9 Respondent skipped this question

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

Q10 Respondent skipped this question

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Page 4: HOUSING FOR THE HOMELESS

Q11 Respondent skipped this question

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Page 5: AFFORDABLE HOUSING

Q12 Respondent skipped this question

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Page 6: SUPPORTIVE SERVICES

Q13 Respondent skipped this question

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Page 7: NON-CONGREGATE SHELTERS

Q14

Respondent skipped this question

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Q15

Respondent skipped this question

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

#20

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, February 10, 2023 2:49:39 PM
Last Modified: Friday, February 10, 2023 2:56:09 PM
Time Spent: 00:06:29
IP Address: 68.15.19.198

Page 2: Tell us about yourself or your organization

Q1

Name of Person or Organization

Home Start, Inc.

Q2

Name and Title (if applicable) of Contact Person

CEO

Q3

Ways to Contact You (if you wish to receive updates)

Telephone No.:

[REDACTED]

Email:

[REDACTED]

Q4

What is your involvement with the following qualifying homeless or near homeless population groups that your organization primarily serves? (Check only one)

Permanent Supportive Housing or Rapid Re-Housing Provider

Q5

If a provider or affordable housing developer, what qualifying homeless or near homeless population groups does your organization primarily serve: (Check all that apply)

Families

Q6

Is your geographic service area the East Region?

Yes

Q7

Yes

Do you provide services that primarily benefit City of El Cajon residents?

Page 3: HOMELESS PRIORITY GROUPS

Q8

From the list below, what do you think is the most important homeless population group the City of El Cajon should focus on? Please rank the following in order of priority with the highest need being number 1.

Victims fleeing domestic violence, sexual assault, stalking, or human trafficking	1
Veterans	6
Single adult households	3
Families	4
Unaccompanied youth (17 years of age or younger)	5

Q9

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City of El Cajon?

TAY(Transition-age youth); Young families

Q10

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City of El Cajon?

Housing for families and TAY

Page 4: HOUSING FOR THE HOMELESS

Q11

What do you think is most important to address the housing needs of our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Development of Affordable Housing (including Permanent Supportive Housing)	1
Rental Assistance (up to 2 years of one-time assistance)	4
Supportive Services (e.g. case management, legal services, moving cost assistance, etc.)	2
Acquisition/Development of Non-Congregate Shelter Units (i.e. emergency shelter provided in individual rooms rather than sleeping areas in a group/shared area)	3

Page 5: AFFORDABLE HOUSING

Q12

What do you think are the best options to provide affordable housing for our homeless residents? Please rank the following in order of priority with the highest need being 1.

Rental Housing with supportive services	3
Build new rental housing	2
Buy and fix up existing housing	1
Help landlords house homeless	4

Page 6: SUPPORTIVE SERVICES

Q13

What do you think is the most important to help homeless stay housed and not return to homelessness? Please rank the following in order of priority with the highest priority being number 1.

Housing counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc.)	5
Homeless prevention services	1
Job training	3
Life skills training	4
Case Management	2

Page 7: NON-CONGREGATE SHELTERS

Q14

What do you think are the best options to provide shelter for our homeless residents? Please rank the following in order of priority with the highest need being number 1.

Smaller shelters throughout the City	1
Motels/hotels	2
Build new shelters	4
Make shelters out of existing buildings	3

Q15

HOME-ARP funding is a one-time opportunity to create programs/services that would have a significant impact on reducing/ending homelessness in this community. Is there anything else you would like to add that was not specifically asked about in this survey?

Transition age youth, and young families are the right population to focus on....outcomes are higher.



City Council Agenda Report

Agenda Item 10.

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Dave Richards, Assistant to the City Manager
SUBJECT: Extension of Management Agreement with Live Nation

RECOMMENDATION:

That the City Council authorizes the City Manager to execute the First Amendment to the Management Agreement between the City of El Cajon and Live Nation Worldwide, Inc.

BACKGROUND:

The Magnolia, previously named the East County Performing Arts Center or ECPAC, closed its doors in 2009 due to the Great Recession and the cost to operate the facility. Prior to closure, ECPAC had operated under several management models. From 2005 until its closure in 2009, Art Beat Management, a subsidiary of the Christian Youth Theater, managed the facility.

In February 2018, the City entered into a five-year Management Agreement (Exhibit A) with Live Nation to manage and operate The Magnolia, the City-owned 1,200-seat live entertainment venue, on behalf of the City. The agreement also specified that Live Nation would advise the City during the City's renovation of the theater.

In March 2020, state and county Covid-19 regulations abruptly forced Live Nation to cancel all of The Magnolia's shows and close its doors to the public. In September 2021, after nineteen consecutive months of sitting dark, The Magnolia reopened under the State's safe reopening guidelines.

Even after The Magnolia reopened, events at the theater were slow to return to the level anticipated as part of the Management Agreement. Many of the shows were canceled or delayed due to the ongoing impacts of the pandemic. It was not until recently that Live Nation was able to schedule enough events to meet the facility's intended volume of use.

Given the extended closure and slow return to normal activity levels at The Magnolia, City staff requested a two-year extension of the Management Agreement. Live Nation has agreed to extend the agreement and worked with the City Attorney's Office to develop the First Amendment to Management Agreement (Exhibit B). If approved by the City Council, the amendment will extend the end of the initial term to August 31, 2026. All other terms of the agreement, including the two options to extend for an additional five-years, would remain unchanged.

FISCAL IMPACT:

The Management Agreement with Live Nation provides for an annual Management Fee of \$375,000. When combined with the net operating expenses and revenues and assuming the current operating performance, the overall cost to extend the agreement for two additional years is \$100,000 annually, or \$200,000 in total.

Prepared By: David Richards, Assistant to the City Manager

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Management Agreement with Live Nation

First Amendment to Management Agreement with Live Nation

**MANAGEMENT AGREEMENT FOR THE
EAST COUNTY PERFORMING ARTS CENTER**

THIS MANAGEMENT AGREEMENT FOR THE EAST COUNTY PERFORMING ARTS CENTER (“Agreement”) is made and entered into as of this _____ day of February 2018 (“Effective Date”) by and between the CITY OF EL CAJON, a charter city and municipal corporation (“Owner”), and LIVE NATION WORLDWIDE, INC., a Delaware corporation (“Manager”) with reference to the following terms, conditions and obligations.

**ARTICLE I
SCOPE**

1.1 **Property.** Owner is the fee title owner to that certain real property located at 210 E. Main Street, El Cajon, California, commonly known as East County Performing Arts Center (“Premises”), along with designated exterior areas as shown in Exhibit “C.” Owner, in consultation with Manager, will make substantial investment in the rehabilitation of this significant civic structure to contribute to the development of an entertainment hub for downtown El Cajon. At all times during the Term (as defined below) of this Agreement, the Premises shall remain the absolute property of the Owner. No legal title or leasehold interest in the Premises shall be deemed or construed to have been created or vested in Manager, by anything contained in this Agreement.

1.2 **Purpose.** The purpose of this Agreement is to provide for the management and operation of the Premises as a first-class live entertainment and special event venue consistent with the goals of the Owner, on the terms and as set forth in this Agreement. The Premises is owned by the Owner to create a positive economic impact, to stimulate growth for the region, and to provide for the cultural and intellectual enrichment of the community, and Manager recognizes these goals in programming for the Premises. Manager shall exercise its commercially reasonable efforts to optimize use of the Premises to meet these goals by (a) attracting national and international artists of the highest quality; (b) providing a diverse schedule; and (c) fostering the growth of community arts groups and in live music entertainment, but in all instances of (a) - (c), such programming will be consistent with the booking and events at other similar live entertainment venues owned or operated by Manager or its Affiliates (as defined below).

1.3 **Engagement.** Owner does hereby engage Manager as the sole and exclusive manager and operator of the Premises, to perform the services described in Exhibit “A” attached hereto and incorporated herein by reference (“Duties”) and the terms, conditions and obligations contained elsewhere in this Agreement. Manager does hereby accept such engagement and agrees to perform the Duties, terms, conditions and obligations in accordance with the terms in this Agreement.

1.4 **Owner’s Contract Administrator.** Owner hereby authorizes City Manager, or such person designated by the City Manager, as the Contract Administrator, as defined in Section 6.4 of this Agreement, to perform all tasks related to the execution of this Agreement, excluding those duties reserved for the Owner’s legislative body as identified in this Agreement.

**ARTICLE II
TERM**

2.1 **Term.** The term of this Agreement shall commence on the Effective Date provided, however, that the initial term of this Agreement (“Initial Term”) shall be deemed to begin on the date the Premises open for business to the public, currently targeted to be September 1, 2019 in accordance with the Project Schedule attached as Exhibit D (“Commencement Date”) and continue for five (5) years after the Commencement Date, subject to the termination provisions contained in this Agreement. Notwithstanding

anything contained herein to the contrary, between the Effective Date and the Commencement Date, the terms and conditions of this Agreement are in effect and the Owner will grant to Manager access to the Premises for various activities, including but not limited to, interviewing and training of Employees (defined below), advance ticket sales, etc.

Owner may terminate this Agreement during the Initial Term or any “Renewal Term” (as defined below) based upon Manager’s uncured, material default of the terms of this Agreement in accordance with the terms of Article 11 below.

2.2 **Renewal Term.** Following the Initial Term, so long as Manager is not in default under any material term, duty, condition or obligation of this Agreement following an opportunity to cure in accordance with the terms of this Agreement, this Agreement shall, at Manager’s option with prior written notice to Owner for each Renewal Term, renew for two (2) additional terms of five (5) years each (each a “Renewal Term”). The Initial Term and Renewal Term may be referred to in this Agreement collectively as the “Term.”

ARTICLE III MANAGEMENT FEE; PREMISES ALTERATIONS; CONSULTING FEE; CORE SHELL WORK; FF&E ITEMS

3.1 **Management Fee.** As compensation and in consideration for the services rendered under this Agreement, Owner shall pay to Manager an annual fee of Three Hundred Seventy-Five Thousand and 00/100 (\$375,000) during the Initial Term (“Management Fee”) and the Management Fee shall be renegotiated for each Renewal Term, which shall be approved by Owner’s legislative body. Said Management Fee cannot in any event be decreased. Payment of the Management Fee for Duties performed shall be in equal monthly payments of Thirty-one Thousand Two Hundred Fifty and 00/100 (\$31,250.00) paid in arrears on the first day of each month following the Commencement Date provided, however, that the first payment and the last payment may be prorated should the Commencement Date be on a date other than the first day of a month.

3.2 **Premises Alterations.** The parties acknowledge and agree that the Premises requires certain alterations and improvements, including those needed to bring the Premises into compliance with applicable laws, to allow for Manager to operate in a first-class manner, in accordance with the standards set forth in this Agreement. The parties agree to mutually agree upon a suitable scope of work for both “Core Shell Work” and “FF&E Items” (defined below) and a related construction schedule, with the understanding that Owner alone is responsible for the cost (including all cost overruns) associated with any improvements or alterations to the Premises. The parties further acknowledge and agree that Owner shall be solely responsible for obtaining all bids and facilitating any and all RFP processes, as required by applicable laws, to allow for the pricing and execution of all such work to the Premises.

3.3 **Consulting Fee.** In addition to the Management Fee, Owner shall pay to Manager a consulting fee in the amount of \$50,000 (“Consulting Fee”) beginning on the Effective Date through the date that is fifteen months following the Effective Date (“Expected Completion Date”). In consideration for this payment, Manager shall confer and consult with Owner on the design, construction and other aspects related to Owner’s renovation of the Premises, all to be completed at Owner’s sole cost and expense but in accordance with Manager’s recommendations and operating specifications (the “Venue Renovations”). The Venue Renovations (consisting of the “Core Shell Work” and “FF&E Items”) shall include but not be limited to those required to bring the Venue to a first-class condition of approximately a 1,300 (with standing room) sellable capacity, in accordance with mutually approved plans and specifications and a budget, completion of which shall be considered a material inducement to Manager entering into this Agreement. If the Venue Renovations are completed prior to or upon the Expected

Completion Date, Manager shall nonetheless retain the full Consulting Fee. If, however, the Venue Renovations are not completed for any reason by the Expected Completion Date, Owner shall pay to Manager a continued consulting fee in the amount of \$10,000 per month until such time as the Premises are suitable for occupancy as reasonably determined by Manager and Manager is reasonably able to undertake the booking and operating activities contemplated by this Agreement. Notwithstanding anything contained herein to the contrary, Owner shall allow Manager reasonable access to the Premises in advance of the Expected Completion Date to allow for employee training, orientation, pre-opening and other activities related to Manager's duties under this Agreement. Notwithstanding anything contained herein to the contrary, if Owner fails to complete the Venue Renovations in accordance with Manager's specifications by a reasonable "outside" date as reasonably agreed upon by the parties, Manager shall have the right to terminate this Agreement with prior written notice by Manager and with no liability of any kind to Owner.

3.4 **Core Shell Work.** Notwithstanding anything contained herein to the contrary, Owner shall be solely responsible for the costs/expenses (including all overruns, contingencies, etc.) and contractual performance (with Owner appointing Manager as the Owner's Representative) of all Venue Renovations. For the avoidance of doubt, Owner shall be solely responsible for the cost and contractual performance (including any liability for defective work) and timely completion of Core Shell Work, to include but not be limited to:

- (a) General scope: HVAC, plumbing, fire protection, roofing and electrical;
- (b) Any structural/occupancy items to allow for issuance of a certificate of occupancy of approximately a 1,300 (with standing room) sellable capacity; and
- (c) All work needed to bring the Premises into compliance with applicable laws.

3.5 **FF&E Items.** With Manager's input, Owner agrees to enter into contracts, appointing Manager as the Owner's Representative, for the performance of certain FF&E Items to consist of production, concessions, signage, low voltage interiors – painting, lighting, art, the cost, the scope, cost and schedule of which shall be approved in writing by Owner. Manager shall assist Owner in the sourcing and selection of suitable vendors and in developing the appropriate scope of work for the FF&E Items, subject to Owner's approval. For the avoidance of doubt, Owner shall be solely responsible for the cost and contractual performance (including any liability for defective work) and timely completion of the FF&E Items.

3.6 **Incentive Bonus Eligibility.** Manager shall be eligible for an incentive bonus in each fiscal year for every dollar the anticipated operating income ("AOI") set forth in the Proforma, as revised annually, attached hereto as Exhibit "B" and incorporated herein by reference ("Proforma") is increased up to and including breaking even. Manager and Owner agree to split the additional income 70/30, with Owner receiving 70 percent and Manager receiving 30 percent. For every dollar of AOI beyond breaking even, Manager and Owner agree to split 50/50.

3.7 **Annual.** For purposes of this Article III, "annual" shall correspond to the annual year, and for purposes of this Agreement, the fiscal year shall be the fiscal year from July 1st to June 30th each year.

3.8 **Payment.** Manager shall be paid the Management Fee monthly by the fifth (5th) of each month. The first payment shall be due within thirty (30) days from the Commencement Date.

3.9 **Name of Facility.** Parties acknowledge that the name of the Premises shall be renamed to attain national name recognition which will complement Manager's marketing of the Premises. A new name shall be agreed upon by both Parties by written mutual consent.

ARTICLE IV EVENT

4.1 **Event.** An event (“Event”) shall mean a show for which tickets are made available for sale to the general public or any other type of ticketed or non-ticketed programming, rental, promoted event, special event, etc., and which involves a scheduled beginning and ending time typically all within the same day (or for evening Events, typically commencing in the evening and concluding before 2:00 a.m. of the succeeding day) and shall include, without limitation, all live musical events, live entertainment events, movies, community and cultural events public and private rentals, special events and public and private functions.

4.2 **Number of Events.** For the first full year after the Commencement Date, Manager shall use commercially reasonable efforts to ensure that not less than fifty (50) Events for the first fiscal year shall be held at the Premises. The increase in the number of events for the remainder of the term is set forth in Exhibit “A.” Notwithstanding anything contained in this Agreement to the contrary, all of Events will be pro-rated for any stub period/partial year. Manager acknowledges that the Premises are intended to be operated as a first-class live entertainment and special event venue. Owner shall review the schedule on a quarterly basis. Manager shall have discretion to make the Premises available for suitable Events. Manager shall seek Owner’s prior written approval for any Events that have demonstrable and ‘published’ (e.g., in national or local news outlets and media) evidence of public safety, health and welfare concerns (“Pre-Approved Events”). Manager’s designated representative (Arich Berghammer – ArichBerghammer@LiveNation.com or such other person identified by Manager) will send, via e-mail, any proposed “Pre-Approved” Event to the person identified by Owner for approval (“Event Approval Request”). Within 24 hours of Manager sending the Event Approval Request, Owner will respond via e-mail with either “Approved” or “Disapproved.” If “Disapproved,” the parties will confer in good faith to attempt to resolve any issues. Owner’s failure to respond to any Event Approval Request within 24 hours will be deemed “Approved.” Once a particular Event is “Approved” by Owner, it will be considered “Approved” for future bookings. “Pre-Approved” Events that are “Disapproved” shall nonetheless count towards Manager’s number of Events contemplated by this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, the Plaza as depicted in Exhibit “C” attached hereto and incorporated herein by this reference (the “Plaza”) shall be included within the Premises. Any programming booked by Manager in the Plaza, accordingly, shall count toward Manager’s Event obligations, as set forth in this Agreement. Further, notwithstanding anything contained herein to the contrary, all references to approval or consent shall be deemed to mean approval or consent not to be unreasonably conditioned, withheld or delayed.

4.3 **Promoter.** Manager, or entities with whom Manager has an ownership interest or relationship, may act as a promoter of Events which are scheduled at the Premises; provided, however, that Manager at all times shall impose upon such persons the same terms and obligations which would be imposed upon disinterested third party promoters and shall not deviate at all from the applicable fee schedule without the prior written approval of Owner. Manager, its Affiliates or entities with whom Manager has an ownership interest or relationship also may act as promoters of Events which are scheduled at theaters or venues, other than the Premises anywhere, including in San Diego County, it being understood that this Agreement imposes no radius or other restriction upon Manager, its Affiliates, etc.

4.4 **Booking Policies.** Manager’s booking and the Events booked for the Premises will be consistent with the booking and events at other similar live entertainment venues owned or operated by Manager or its Affiliates. “Affiliate” shall mean an entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified entity. For purposes of this definition, “control” means ownership of equity securities or other ownership interests

which represent more than fifty-one percent (51%) of the voting power in the controlled entity. Manager covenants and agrees to book Events each calendar year that are balanced so as to ensure a reasonable blend of diverse programming and cultural experiences. Manager shall have no obligation, however, to book any type of category of Event or specific Events that are unprofitable, as reasonably determined by Manager. Notwithstanding anything to the contrary in this Agreement, Manager will deliver to Owner an Operating Manual for all Events including security, first aid and evacuation plans. If there are concerns based upon incidents arising at Events, Owner has the right to require Manager to provide a security and first aid plan for an Event, thirty (30) days prior to the scheduled Event, and subject to the approval of the City of El Cajon Police and Fire Departments from time to time.

4.5 **Presentation Schedule.** To the extent available, Manager will provide Owner with a preliminary outline of Events, which will be subject to change, at Manager's sole discretion. Manager will have control over all programming and details such as artist or group approval, performance schedule and length and other artistic and promotional matters, including but not limited to artist and performance selection, exhibition them and schedules, presentational and production specifics and artist content, consistent with conditions of this Agreement.

4.6 **Confidentiality.** Whenever Manager provides Owner with information which is exempt from public disclosure under the California Public Records Act, Government Code section 6250 et seq., Owner shall cooperate with Manager in a good faith effort to maintain the confidentiality of such documents, to the extent allowed by law and if otherwise not compelled by law to disclose such documents.

4.7 **Licensing Beyond Term.** Owner and Manager acknowledge that the booking of Events into the Premises requires a long lead time and that these Events are often contracted up to twelve (12) months prior to the dates of performance. The attraction and servicing of these Events requires a substantial effort on the part of the Manager. Manager and Owner agree that Manager's efforts to book Events beyond the end of Manager's Initial or Renewal Term is in the best interest of the Owner and Manager should be compensated for efforts made from which the Owner, after the term of this Agreement, will benefit. Manager shall use its best efforts to obtain fully executed Use Agreements to use the Premises on dates which fall beyond the date on which this Agreement terminates. Upon notification of non-renewal of this Agreement by either party, Manager will refer all post-term booking inquiries to the new management entity or to another representative designated by Owner. At the end of Manager's term, Manager shall submit to Owner copies of signed Use Agreements to rent the Premises for any bookings beyond the end of Manager's term.

4.8 **Deposit.** To confirm the rental of Premises for a specific date and time, Manager shall collect a deposit of an amount appropriate for the length and type of Event being held.

4.9 **Marketing.** Manager shall use reasonable efforts, consistent with marketing practices in the industry, to disseminate information and bring the Premises to the attention of a broad base of potential users.

ARTICLE V USE OF THE PREMISES

5.1 **Use.** Manager shall, in a manner similar to operations by Manager and its Affiliates at other locations nationally, use reasonable efforts to schedule Events and to maximize the use and profitability of the Premises, which schedule shall be based on a policy and rental rate structure that supports theater use by non-profit and for profit entities. Manager shall enter into written Use Agreements with third parties (collectively, "Users" or individually a "User") for use of the Premises for Events in accordance with the User Fee Schedules, which sets forth only minimum rental rates. The User Fee Schedules will be proposed by Manager each January and approved by Owner's legislative body for the following fiscal year. Notwithstanding anything contained herein to the contrary, Owner shall have the right to determine Use

Fee Schedules solely for non-profit Events. For all other Events, Manager has the right to determine all User Fee Schedules in its sole discretion.

In negotiating Use Agreements with third parties, Manager shall be permitted to deviate from the User Fee schedule without Owner's prior written consent if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

5.2 **Use Agreements.** On Owner's behalf, Manager shall enter into written agreements with each party wanting to use the Premises ("Use Agreement"). Manager shall employ and pay for legal services as an Operating Expense (defined below) as needed to draft and review Use Agreements or contracts pertaining to the use of the Premises. Via e-mail, Manager shall provide one original Use Agreement to all users and shall retain one original copy in the Manager's file available for inspection by Owner at any time.

5.3 **Operation of Premises.** Manager shall have the exclusive right to distribute tickets, operate a ticket office, and charge admission for Events at the Premises. Manager, or its concessionaire, shall also have the exclusive right to sell food and beverages as well as concessions, clothing, novelties, and publications and related items (collectively "Concessions") within the Premises as appropriate and in compliance with applicable laws. Notwithstanding anything in this Agreement to the contrary, Manager will have the right to serve liquor in the "performance hall" area and the Plaza as shown in Exhibit "C." Events that include amplified music or sustained amplified sound should typically be prohibited in the Plaza on the first, second, third and fourth Tuesdays of each month. Manager should coordinate with Owner to determine if a first through fourth Tuesday is available for an Event. Subject to Section 8.4(b) below, all revenue derived from the sale of Concessions at or around the Premises ("F&B Revenue") shall be considered Operating Revenue.

5.4 **Facility Fee.** Manager shall impose a Facility Maintenance Fee in an amount, consistent with industry standard, as mutually agreed by the parties ("Facility Fee") in order to underwrite the future maintenance of the Premises. Manager shall include the Facility Fee requirement in all Use Agreements and ticket sale agreements for the Premises and shall deposit one hundred percent (100%) of the Facility Fee proceeds to the Operating Account (as defined below) to be used to underwrite maintenance operations for the Premises. As of the date of this Agreement, the minimum Facility Fee is \$2.00, which is in accordance with industry standard. in accordance with industry standard

5.5 **Use of Premises Names or Logos.** Manager shall have the right to use throughout the Initial Term and any Renewal Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Premises, on Manager's stationery, in its advertising of the Premises, and whenever conducting business of the Premises; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of Owner relating to such logos. All intellectual property rights in any Premises logos developed by Manager or Owner shall be and at all times remain the sole and exclusive property of the Owner. Manager agrees to execute any documentation requested by Owner from time to time to establish, protect or convey any such intellectual property rights. Owner is required to obtain a license from Manager to use any of Manager's intellectual property.

5.6 **Use by Owner.** Owner shall be entitled to twelve (12) occasions in each fiscal year during the Initial Term and any Renewal Terms, subject to the terms and conditions hereof, to make use of the Premises for hosting an Event ("Owner's Use"), provided however, that the booking for Owner's Use shall be subject to Manager's previously booked Events and provided, further, that Owner will provide Manager prior written notice requesting dates for Owner's Use, all in accordance with and governed by Manager's current challenge process. Contract Administrator or his designee shall be Owner's designated agent to coordinate with Manager's staff for Owner's Use of the Premises. Owner's Use events shall count toward the number of Events to be booked by Manager each year. The annual number of Owner's Use are "non-

rolling,” so that if not used in any given fiscal year, they do not accrue to the next or subsequent years.

Owner and Manager will meet and confer to discuss programming of certain community events (e.g., events supporting the development and enrichment of children, cultural events, events hosted by a local school district, etc.) at the Premises on open dates. For such mutually approved events, Manager will provide discounted labor and other reasonable consideration, in consultation and coordination with its ‘Music Forward’ division. Such events will count towards the number of Events to be booked by Manager each year.

Owner shall not pay any user or rental fee, for Owner’s Use. Owner shall, however, after receipt of a written invoice, reimburse Manager for all actual labor costs incurred by Manager to facilitate the Owner’s Use. Manager shall retain exclusive rights to the operation of all concessions and other operations at the Premises during Owner’s Use, including, without limitation, food and beverage concessions and sales, including alcoholic beverages (but Owner shall have the right to prohibit the sale of alcoholic beverages for any Owner’s Use). All proceeds of such sales and concession operations shall be the sole property of Owner. Manager will ensure that the pricing for any concessions shall not exceed the normal pricing therefor charged at standard Events at the Premises.

5.7 **Complimentary Tickets.** Owner shall be entitled to receive a maximum of three hundred (300) complimentary tickets each year with no more than ten (10) tickets available for any single Event at the Premises that is open to the general public and is presented or promoted by Manager (“Complimentary Tickets”), unless a greater number is agreed to by Manager. Owner may not engage in the sale or re-sale of the Complimentary Tickets nor may Owner offer any Complimentary Tickets to the intended user prior to the date the tickets have first become generally available to the public.

5.8 **Website.** Owner shall retain ownership of the Premises website domain but Manager shall have the obligation to maintain and upkeep its contents. Owner shall have the right to reject any obscene (as defined by applicable laws) content following good faith consultation and discussion with Manager to try and revise the content in a mutually acceptable way.

5.9 **Sponsorship Sales.** Manager has the right to obtain sponsorship (each a “Sponsorship”) for any aspects of the use of the Venue during the Term, including but not limited to naming rights (e.g., NIT and NUT). All revenue derived from a Sponsorship (“Sponsorship Revenue”) as a result of Manager’s solicitation efforts shall be distributed to the parties as follows: first, a onetime commission in the amount of 20% shall be payable to Manager, then 40% to Manager, 60% to Owner, after activation and other costs related to the Sponsorship (“Activation Costs”). The one-time commission may be paid out in a lump sum payment or if the Sponsorship is on a payment plan, the commission may be distributed over the course of the payment plan. In all instances, the Owner has the right to approve any prospective Sponsorships in advance solely to ensure the content will be general public appropriate, such approval not to be unreasonably conditioned, withheld or delayed and, in all circumstances, a response will be provided to Manager in writing (including via e-mail) within ten (10) business days of Manager’s submission to Manager for approval.

5.10 **Political Activities.** The Premises shall not be utilized by Manager for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or nonpartisan. Notwithstanding the foregoing, Manager may rent all or a part of the Premises to persons or entities for ticketed political activities (e.g. the Premises may not be used for political rallies or demonstrations).

5.11 **Ownership of the Premises, Data, Equipment and Materials.** Owner will at all times retain ownership of the Premises, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Initial Term and each Renewal Term at the Premises, except for any items purchased/paid for by Manager, which items shall

belong solely to Manager at the end of the Term, unless said items are attached to the Premises and the removal of the same will cause damage to the Premises, in which case the items will become the property of the Owner. Any data, equipment or materials furnished by the Owner to Manager or acquired by Manager as an Operating Expense shall remain the property of the Owner, and shall be returned to the Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third party software licensed by Manager for general use by Manager at the Premises and other Premises managed by Manager, the licensing fee for which is proportionately allocated and charged to the Premises as an Operating Expense (as defined below); such software may be retained by Manager upon expiration or termination hereof. Furthermore, the Owner recognizes that any Operations Manual to be developed and used by Manager hereunder is proprietary to Manager, and shall belong to Manager at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term.

5.12 **Owner Access.** Owner and Owner's agents shall have the right to access the Premises at least one (1) time each quarterly period for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Agreement (but nothing contained in this Agreement shall create or imply any duty on the part of Owner to make any such inspection or to do any such work). Owner will coordinate such access in advance with Manager so as to minimize interference with Manager's operations and Events. Owner, and its authorized agents, representatives, and employees, may enter the Premises at any time in case of emergency, and otherwise with at least twenty-four (24) hours prior notice reasonably coordinated with Manager to: (i) inspect the Premises; (ii) conduct tours of the Premises as an entertainment venue; (iii) determine whether Manager is complying with all its obligations hereunder; (iv) take possession due to any material breach of this Agreement following notice and a reasonable opportunity to cure in the manner provided herein; (v) perform any covenants of Manager which Manager fails to perform following notice and a reasonable opportunity to cure; (vi) to perform duties of Owner as set forth in this Agreement; and (vii) repair, alter or improve the Premises or any portion of the Premises, and may for such purposes erect, use and maintain scaffolding, pipes, conduits and other structures in and through the Premises where reasonably required by the nature of the work to be performed; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference with the operation of this Agreement.

5.13 **Liquor License.** Manager, with the assistance of Owner, must obtain and maintain a liquor license and must comply with all requirements of the liquor license and other applicable laws regulating the sale of alcoholic beverages. Manager must also limit sales of liquor on the Premises to only those times when an Event is being held at the Premises and to refrain from liquor sales at the Premises during all other times. Manager agrees that there shall be no liquor sold or served between the hours of 2:00 a.m. and 6:00 a.m.

ARTICLE VI PERSONNEL

6.1 **Employees.** Manager shall hire and supervise employees who are required to operate the Premises on a regular Event basis ("Employees"). These Employees shall not be deemed employees of Owner, and Manager shall be responsible for and shall make timely payment of all Employee costs. Manager shall provide Owner with evidence that proper workers' compensation insurance is maintained throughout the term hereof. All Employee costs (including but not limited to salary, bonus, benefits and commissions) are Operating Expenses funded by the Operating Account in accordance with the terms of this Agreement. Manager has the right to engage one or more third party concessionaires for the sale and service of food and beverages at the Premises. All costs associated with such concessions agreement shall be part of the Operating Expenses.

6.2 **Generally.** All Premises staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of

Owner. Manager shall select, in its sole discretion but subject to Owner's right to approve the Operating Budget (as defined below), the number, function, qualifications, and compensation, including salary and benefits, of its Employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such Employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its Employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current practices, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current practices shall be provided to the Owner upon request for its review, but not retention. Owner agrees that any schedule of salaries and bonuses or other incentives could be a trade secret of Manager.

6.3 **Supervision.** Manager shall supervise, either directly or by delegating such obligation to a responsible, adult management employee (including an Assistant General Manager or AGM) of Manager, every performance that is held at the Premises.

6.4 **Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Premises, unless Manager notifies Owner of a substitute contract administrator in writing. Owner's Contract Administrator shall be its City Manager or such person designed by the City Manager. Owner shall notify Manager of the name of its Contract Administrator within thirty (30) days of execution hereof.

6.5 **General Manager.** Personnel engaged by Manager will include an individual with managerial experience in similar theaters to serve as a full-time on-site General Manager or AGM of the Premises. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Premises, supervision of employees, and management and coordination of all activities associated with events taking place at the Premises.

6.6 **Manager's Other Activities; Management Entity.** Manager may engage in the operation of theater and venues other than the Premises. However, the General Manager or AGM as described in Section 6.5, shall during the Term thereof remain the person principally responsible for managing the Premises, and shall devote such time to Manager's obligations hereunder as shall be necessary to operate the Premises in accordance with the terms of this Agreement.

ARTICLE VII MAINTENANCE AND INSPECTION

7.1 **Repairs and Maintenance Manager Obligations.**

a. All as Operating Expenses, Manager shall maintain and keep in good order, condition, and repair the structural integrity of the Premises and all improvements, fixtures, furniture, furnishings, and equipment situated on or used in connection for the Premises, compliant with all federal, state and local laws; provided, however, that Manager shall cause the performance of work for any single repair to the structural integrity of the Premises or any improvements, fixtures, furniture, furnishings, and equipment situated on or used in connection for the Premises, the cost of which is less than Ten Thousand Dollars (\$10,000.00). Manager shall first apply the proceeds of any damage deposit posted by a rental user, if applicable and available, towards the repair of any damage resulting from such rental user's use of the Premises before determining if the cost of any single repair exceeds the sum of Ten Thousand Dollars (\$10,000.00). Manager shall cause all repairs under Ten Thousand Dollars (\$10,000.00) to be made and treat said repair cost as an Operating Expense.

b. Owner shall maintain and perform landscape maintenance as necessary to

maintain in first-class condition including watering/irrigation, fertilization, pruning, trimming, shaping, and replacement, as needed, of all trees, shrubs, grass, and other plants or plant materials, weeding of all plants, planters and other planted areas, staking for support of plants as necessary, and clearance, cleaning and proper disposal of all cuttings, weeds, leaves and other debris, and graffiti.

c. Owner, except as provided above in this subparagraph, shall be responsible to cause performance of work and to pay from the first dollar any cost of repair (“repair costs”) that exceeds Ten Thousand Dollars (\$10,000.00) for repairs (structural or non-structural, interior or exterior), and maintenance required to the Premises and all its fixtures, signs, displays, equipment, machinery, appliances, appurtenances, improvements, alterations, systems (including but not limited to the plumbing system, electrical system, wiring and conduits, heating and air conditioning systems). Notwithstanding the foregoing, Owner may elect to request Manager to cause performance of said work, but the cost of such work shall nonetheless be Owner’s sole responsibility.

d. Items of multiples, including but not limited to seats and chairs, which in the ordinary course of business would be repaired, maintained, or replaced in multiple units shall not be considered a single repair item for the purpose of this subparagraph. Manager will have the option to have these multiple units repaired, maintained or replaced. The costs for such repairs, maintenance or replacement shall be deemed to be the total cost for all necessary multiple units.

e. Repairs and maintenance shall be made promptly, as and when necessary. All repairs and maintenance shall be in quality and class at least equal to the original work.

f. Manager shall notify Owner of repairs with costs in excess of Ten Thousand Dollars (\$10,000.00) and request Owner determine the next step regarding the repairs. Owner shall notify Manager in writing within fifteen (15) working days of receipt of Manager’s notice to repair that it will either: (i) commence such repairs within thirty (30) days thereafter, (ii) commence forthwith the competitive bidding process as necessary for such repairs, or (iii) request Manager to commence such repairs subject to reimbursement from Owner within 30 days of receipt of invoices evidencing the cost of the work. If Owner requests Manager to commence such repairs subject to reimbursement by Owner, Manager shall commence such repairs. Any repairs made by Manager shall be at competitive market prices and costs.

g. Manager may proceed to make emergency repairs even where the costs exceed Ten Thousand Dollars (\$10,000.00), in which case Owner shall reimburse Manager for the full amount of the repair only if the cost exceeds Ten Thousand Dollars (\$10,000.00) within 30 days of receipt of invoices evidencing the cost of the work. Manager shall give written notice to Owner of the nature and cause of the repair and the cost or estimated cost within twenty-four (24) hours after determining such emergency exists. Throughout this Agreement, the term “emergency repair” shall mean a repair of a condition which, if not accomplished immediately, creates a dangerous or unsafe condition at the Premises or is needed to permit a scheduled Event at the Premises to take place.

h. To the extent permitted by law, the parties agree that the Ten Thousand Dollars (\$10,000.00) limitation on the cost of repairs mentioned in this subparagraph may be adjusted as of July 1st of any year during the Term of this Agreement by mutual agreement of the parties and written amendment to this Agreement. Any repairs that may be required by reason of Manager’s negligence (reasonable wear and tear excluded) shall be the sole responsibility, regardless of dollar amount, of the Manager to repair.

i. On or before January 1st of each year during the Term of this Agreement, Manager will make recommendations to Owner for additions of fixtures, furniture, furnishings, and equipment and for capital improvement projects at the Premises for the following Fiscal Year. The term “capital improvement” shall mean improvements of a durable nature costing in excess of Ten Thousand

Dollars (\$10,000.00).

j. Owner shall, at its sole cost and expense, make all repairs, improvements and alterations to the Premises that are in the best interest of the public, for life, safety, or required for compliance with all applicable laws, ordinances, rules, regulations, statutes and legal requirements of any governmental body, agency or authority having jurisdiction over the Premises (e.g. ADA; Applicable Laws). Owner shall not be obligated to make any other additions or capital improvements of a cosmetic/aesthetic nature unless Owner: (i) budgets and obligates funds for such improvements, and (ii) if exceeds the City's purchasing ordinance (\$50,000 at the time of execution of this Agreement) such expenditure has been given approval through its City Council.

7.2 **Alterations.** Manager shall not make any alterations, improvements or additions in, on or about any of the Premises, without first obtaining Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

a. All alterations, improvements or additions in, on or about the Premises, whether temporary or permanent in character, shall immediately become Owner's property and at the expiration of the Term of the Agreement and shall remain in the Premises without compensation to Manager, unless such alterations, improvements or additions were paid for by Manager, in which case, Manager shall be the owner of such items, unless such items become attached to the Premises and the removal of the same will cause damage to the Premises, in which case, the alterations, improvement or additions shall remain in the Premises.

b. By notice given to Manager no less than ninety (90) calendar days prior to the expiration of the Term of the Agreement, Owner may require that Manager remove any removable alterations, improvements, or additions in, on or about the Premises and purchased by Manager. In that event, Manager shall remove the alterations, improvements or additions at Manager's sole cost and expense and shall restore the Premises to the condition in which the Premises was before the alterations, improvements and additions were made, reasonable wear and tear excepted.

7.3 **Mechanic's Liens.**

a. Owner shall be responsible for contracting for all improvements and repairs to the Premises, and shall be responsible for hiring all contractors, including subcontractors of any tier, for such work. Owner shall, to the extent permitted by law and except as provided in paragraph (b), below, indemnify the Manager against and hold the Manager and its Affiliates, free, clear and harmless of and from any liens or claims arising out of any work performed, materials furnished or obligations incurred by the Owner.

b. In the event Manager shall cause repairs or improvements to be performed on the Premises by a contractor or subcontractor (e.g., with Owner's consent or in cases of emergency work or repairs), Owner shall reimburse Manager for the costs of such work.

c. Except as otherwise provided above, Manager shall indemnify the Owner against and hold the Owner and the Premises, free, clear and harmless of and from any liens or claims of liens arising out of any non-emergency work performed, materials furnished or obligations incurred by the Manager without Owner's consent, and Manager shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within sixty (60) calendar days of written request by Owner shall constitute a default of this Agreement. At its election, but without having any obligation to do so, Owner may pay such liens not timely removed by Manager and the any amount expended by Owner shall be collected as additional rent to be paid by Manager within fifteen (15) calendar days after delivery of a statement for the expense.

7.4 **Property.** Except for all items purchased by Manager, Manager agrees that all furniture,

equipment, and other similar property of a personal nature shall be and remain the property of Owner. All fixtures, (i.e. items which are attached to, affixed or otherwise become part of the Premises identified in this Agreement and the removal of which will cause damage to the Premises) shall be property of the Owner.

7.5 **Improvements and Alterations**. Manager agrees to care for all alterations, additions and improvements made by Owner of the Premises and the cost of the same by Operating Expenses. Manager agrees not to alter any existing improvements, except in accordance with plans and specifications previously submitted and approved in writing by Owner's designated representative and except as otherwise permitted in this Agreement. Where applicable, Owner shall provide Manager with instructions for use of equipment, and train Manager personnel with respect to the care of any equipment installed by Owner. Alterations for the accommodation of the ongoing operation of the Premises shall be the responsibility of Manager and shall be subject to the reasonable prior approval of Owner.

ARTICLE VIII ACCOUNTING/FINANCIAL

8.1 **Operating Budget**. Manager shall use commercially reasonable efforts to meet the yearly projections as set forth in the Proforma. Manager shall notify Owner prior to any changes in the Proforma for Owner's approval, which shall not be unreasonably withheld. Each year during the Term, the parties will work together to establish the Operating Expenses, Required Capital Improvements and projections ("Operating Budget"). Owner acknowledges and agrees that any performance projections are estimates only and not a guaranty of the financial performance of the Premises. Nothing contained in this Agreement shall be deemed to constitute a covenant, representation or warranty of any nature whatsoever, express or implied, by or on behalf of Manager, with respect to the amount of Operating Revenue which is or will be, or which is anticipated to be, generated from the Premises or any portion thereof, and Manager hereby expressly disclaims any such express or implied covenant, representation or warranty.

8.2 **Operating Account**. Manager shall maintain an account at a reputable financial institution from which all Event settlement expenses are paid ("Operating Account"). Monies transferred from the Operating Account will be evidenced by invoices and Event settlement forms. Notwithstanding anything contained in this Agreement to the contrary, Owner acknowledges and agrees that the Operating Account will not be a segregated account, but rather will be part of Manager's larger consolidated payroll/ticket sales/Ticketmaster accounts where inter-company activity and transfers occur. However, all accounting records for the Premises need to be separate.

8.3 **Maintenance of Financial Accounts**. Manager shall maintain all financial accounts at a federally-insured financial institution acceptable to Owner and, in so doing, shall use reasonable efforts to obtain an interest-bearing account that also has private insurance available to cover deposits in excess of \$100,000.00. Manager shall implement and adhere to such safeguards as are required by the applicable financial institution. All monies deposited in the Operating Account shall be disbursed from said account strictly as provided for in this Agreement. All expenses incurred in maintaining the Operating Account shall be paid from funds in the account as an Operating Expense.

8.4 **Allocation of Funds in and Disbursements from Operating Account**. Manager shall allocate and disburse funds from the Operating Account as outlined herein. Manager shall cause all Operating Expenses to be paid to the obligees thereof in a timely manner from the Net Operating Revenue (defined below) collected and deposited in the Operating Account. By the 15th of each month during the Term, Manager will submit to Owner a statement ("Monthly Report"), prepared on an annual basis and in form acceptable to Owner, setting forth the Operating Revenue (defined below), Operating Expenses and Net Operating Revenue

a. “Net Operating Revenues” means “Operating Revenues” less “Operating Expenses.”

b. “Operating Revenues” means revenues from the following amounts received by or credited to Manager: ticket sales, ticket service charges, ticket fees, the Facility Fee, merchandise/novelties, Premium Seat Sales (“PSS”), Food and Beverage (“F&B”) Revenue and all other revenues from sales at the Premises.

c. “Operating Expenses” means all fixed, variable and show expenses and costs incurred by Manager, which will include but not be limited to, artist fees, co-promoter expense, production expenses (e.g., catering, stagehands, etc.), operation expenses (e.g., security, clean-up/janitorial, police, medical, ushers, etc.), parking costs, concessions, concessionaire fees, advertising expense, sound and light expense, event rent expense, insurance expense, ASCAP/BMI fees, credit card fees, Employee salary, bonus, benefits and commissions, rent, marketing, facility maintenance, utilities, legal fees, consulting fees, travel and entertainment, office supplies and postage, taxes (except as otherwise set forth in the Agreement), bank fees/bad debt, permits, pre-opening costs, house supplies, trash removal and all other costs associated with the operation of the Premises.

8.5 **Responsibility for Operating Expenses.** Upon the Commencement Date, Manager shall be responsible for funding of the Operating Expenses during the Initial Term and any Renewal Term. Operating Expenses shall be monthly, to the maximum extent feasible, offset by Operating Revenues and any remaining Operating Revenues shall be paid to Owner or rolled into the Operating Account at Owner’s discretion. Any outstanding Operating Expenses shall be reconciled monthly with Owner reimbursing Manager for the same. By the 15th of each month during the Term, Manager will submit to Owner a report of Operating Revenues, Operating Expenses and Net Operating Revenues. By the 30th of each month during the Term, Owner will reimburse Manager for any Operating Expenses not covered by Operating Revenues. Furthermore, if at any point in time during the Term, Manager has advanced deposits or any other sums exceeding \$100,000 in the aggregate, Owner will reimburse Manager for same within fifteen (15) days of submission of such costs from Manager. Notwithstanding anything contained herein to the contrary, Manager shall have no liability (whether during or after the Term) for negative Net Operating Revenues. Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that certain Operating Expenses will be incurred prior to the Commencement Date (“Pre-Commencement Expenses”). The parties agree to meet and confer after the Effective Date, from time to time, to discuss the anticipated Commencement Date and to agree upon the Pre-Commencement Expenses needed to be incurred in advance of the Commencement Date. Notwithstanding anything contained herein to the contrary, Owner will fund into the Operating Account the Pre-Commencement Expenses rather than reimbursing Manager after the date such costs are incurred Manager shall submit all invoices for such Pre-Commencement Expenses. Owner shall promptly pay such invoices.

8.6 **Records and Annual Audit.** It is recognized and acknowledged that the Premises is a growing and dynamic business and because of this, certain terms of this Agreement will need to change or be eliminated to more appropriately track or regulate ongoing activity. Manager shall provide to Owner, within twenty (20) days after the end of each calendar quarter, quarterly reports of accounts in accordance with generally accepted accounting principles and certified by Manager as true and correct, in the form acceptable to the Owner, and all records required to be kept by Manager shall be available to Owner upon request. All records must be made available no later than one hundred twenty (120) days after the end of each fiscal year. Manager shall, however, be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Manager. Within one hundred twenty (120) days after the end of each fiscal year, Manager shall provide a schedule of Net Operating Revenues for the preceding fiscal

year, audited by a certified public accountant as being true and correct.

8.7 **Annual Budget.** Manager will submit to Owner a Proposed Annual Budget not less than one hundred twenty (120) days before the end of the current fiscal year for each year during the term hereof. The Proposed Annual Budget will cover the operations of the Premises for the period July 1st through June 30th of the following year. The Proposed Annual Budget will include estimates of revenues as Owner, but are not to be construed as any guaranty of performance or profitability. A Revised Proposed Annual Budget will be submitted by Manager to Owner on or before July 1st of each year and quarterly thereafter. The Revised Proposed Annual Budget as reviewed and recommended by the Owner will be used to update the Proposed Annual Budget and the Management Fee (which can only be subject to increase, not decrease) as set forth in Section 3.1. The Revised Proposed Annual Budget will be approved by City Council of the City of El Cajon as part of the City's annual budget request. Manager shall also prepare and present a revised forecast after each quarter.

ARTICLE IX INSURANCE

9.1 **General.** Manager shall assume all responsibility for damages to property and injuries to persons, including accidental death, which may arise out of or may be caused by Manager's performance of this Agreement, by its subcontractors or by anyone Manager directly or indirectly employed, and whether such damage or injury may accrue, or may be discovered, before or after termination of this Agreement.

9.2 **Commercial General Liability and Automobile Insurance.** Prior to Owner's execution of this Agreement, Manager shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Manager against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Manager.

Manager's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$2,000,000 per occurrence and a general aggregate limit in the amount of not less than \$3,000,000.

Manager's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Manager's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Manager's performance of this Agreement, which vehicles shall include, but are not limited to, Manager owned vehicles, Manager leased vehicles, Manager's employee vehicles, non-Manager owned vehicles and hired vehicles.

9.3 **Workers' Compensation Insurance.** By executing this Agreement, Manager certifies that Manager is aware of and will comply with section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Manager shall carry the insurance or provide for self-insurance required by California law to protect said Manager from claims under the Workers' Compensation Act. Prior to Owner's execution of this Agreement, Manager shall file with Owner either (1) a certificate of insurance showing that such insurance is in effect, or that Manager is self-insured for such coverage, or (2) a certified statement that Manager has no employees, and acknowledging that if Manager does employ any person, the necessary certificate of insurance will immediately be filed with Owner. Any certificate filed with Owner shall provide that Owner will be given ten (10) days prior written

notice before modification or cancellation thereof.

9.4 **Crime Insurance.** Manager shall purchase from a company acceptable to Owner, at Manager's expense, a crime insurance policy in an amount not less than One Million Dollars (\$1,000,000). The policy shall indemnify the Owner against any fraud or dishonest acts of the Manager, its agents or its employees, individually or in collusion with others. Manager shall maintain such insurance until Owner consents to its removal following a final audit of Manager's records at the end of the contract term.

9.5 **Liquor Liability Insurance.** Prior to Owner's execution of this Agreement, Manager shall obtain, and shall thereafter maintain during the term of this Agreement, liquor liability insurance in the minimum amount of \$1,000,000 to protect Owner from claims resulting from Manager's sale of alcohol.

9.6 **Errors and Omissions Insurance.** Prior to Owner's execution of this Agreement, Manager shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect Owner from claims resulting from the Manager's activities.

9.7 **Umbrella or Excess Insurance.** Prior to Owner's execution of this Agreement, Manager shall obtain and maintain umbrella or excess insurance coverage in the minimum amount of Ten Million Dollars (\$10,000,000). Such excess coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed in this Article. Manager shall maintain this coverage for a minimum of five (5) years after final completion and acceptance of the Work. The Umbrella or Excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

9.8 **Requirements.** Prior to Owner's execution of this Agreement, in connection with all insurance obligations Manager shall comply with the following requirements and shall continue to comply during the Initial Term and any Renewal Term of this Agreement:

a. Copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, shall be filed with Owner and shall include the Owner and its elected and appointed officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of El Cajon, and its elected and appointed officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of El Cajon.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for two years after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Manager will be considered primary and not contributory to any other insurance available to the Owner.

d. Insurance required hereunder shall be with companies duly licensed to transact business in the state of California, and maintaining during the policy term a "General Policyholders Rating" of at least A, and a financial class of VII or higher. Manager shall not do or permit to be done anything,

which shall invalidate the insurance policies referred to in this Article. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Owner. Manager shall at least thirty (30) days prior to the expiration of such policies, furnish Owner with evidence of renewals or "insurance binders" evidencing renewal thereof, or Owner may order such insurance and charge the cost thereof to Manager, which amount shall be payable by Manager to Owner upon demand.

9.9 **Mutual Waiver of Subrogation**. The Parties hereto release each other and their respective authorized employees, agents and representatives, from any and all claims, demands, loss, expense or injury to any person, or to the Premise or to personal property, including, but not limited to, furnishings, fixtures or equipment located therein, caused by or resulting from perils, events or happenings which are the subject of insurance in force at the time of such loss. Each Party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

9.10 **Manager's Failure to Obtain, Pay for, or Maintain Insurance**. Manager shall deliver to Owner the required certificate(s) of insurance and endorsement(s) before Owner signs this Agreement. Manager's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which Owner may immediately terminate or suspend this Agreement. In the event of any termination or suspension, Owner may use the services of another manager, without Owner incurring any liability to Manager. At its sole discretion, Owner may obtain or renew Manager's insurance, and Owner may pay all or part of the premiums. Upon demand, Manager shall pay Owner all monies paid to obtain or renew the insurance. Owner may offset the cost of the premium against any monies due Manager from Owner.

9.11 **City's Insurance**. Owner hereby represents that it has a self-insured retention amount of \$250,000 with excess coverage up to \$25,000,000 for general liability.

ARTICLE X POWERS AND DUTIES OF OWNER

10.1 **Improvements**. Subject to the provisions of the Agreement, Owner may make continuing repairs and improvements to the Premises, at Owner's discretion and cost; provided, however, that Owner shall coordinate, consult and cooperate with Manager in scheduling such improvements to minimize disruptions of scheduled Events.

10.2 **Insurance**. Owner shall insure the Premises against casualty losses, either through self-insurance or a purchased insurance policy. Premiums for such insurance, if any, shall be paid by Owner. Owner will deliver to Manager a certificate of insurance evidencing Owner's insurance upon Manager's request.

ARTICLE XI DEFAULT AND TERMINATION

11.1 **Default of Manager**. In the event that Manager has failed to comply with any material term of this Agreement ("Default"), Owner shall notify Manager in writing of the nature of the Default and of the corrective action to be taken. If corrective action is not commenced within ten (10) business days after receipt of written notice or such reasonable time given the circumstances and completed within a reasonable time thereafter, then, if such default is not cured within thirty (30) days (or if the default is not susceptible to cure within said thirty day period, the Owner does not commence to cure the default within the thirty (30) day period), Owner may terminate this Agreement by written notice to Manager ("Notice of Termination"), which termination shall take effect one hundred eighty (180) days after delivery of the Notice of Termination, unless such default is cured in this time frame and Owner agrees to withdraw the Notice of Termination.

11.2 **Default of Owner.** If a default by Owner in the performance of any of the covenants and agreements to be performed by Owner pursuant to this Agreement causes the cancellation of an Event or Events, Owner shall compensate Manager for the loss of estimated and incurred expenses suffered by reason of such default. Upon the occurrence of any other default by Owner in the performance of any of the covenants and agreements to be performed by Owner pursuant to this Agreement, Manager shall provide written notice of such default to Owner. If corrective action is not commenced within one hundred eighty (180) days after receipt of written notice or such reasonable time given the circumstances and completed within a reasonable time thereafter, then if such default is not cured within thirty (30) days (or if the default is not susceptible to cure within said thirty day period, Owner does not commence to cure the default within the thirty (30) day period) after said notice is mailed or delivered to Owner, Manager may immediately terminate this Agreement.

11.3 **Damage or Destruction.** In the event of the damage or destruction of the Premises to an extent which interferes with the regular and customary operation of the Premises, either Owner or Manager may terminate this Agreement unless Owner, shall as promptly as practicable (subject to an event of force majeure) diligently undertakes to repair, restore, rebuild or replace such damage or destruction.

11.4 **Vacation of Premises.** Upon expiration or termination of this Agreement, Manager shall: (a) vacate the Premises, including offices and box offices, and shall not damage any part of the Premises during such vacation; (b) deliver to Owner all records, accounts, contracts and other information held or obtainable by Manager in connection with the use or operation of the Premises to the extent permitted by Applicable Laws and excluding any confidential/proprietary information of Manager; and (c) cooperate with Owner and any successor manager in accomplishing a transition of management that minimizes to the extent possible any disruption in the operation of the Premises.

11.5 **Abandonment by Manager.** Should Manager abandon this Agreement by complete cessation of operations of the Premises for reasons other than force majeure, Manager shall pay as damages to Owner, one million dollars (\$1,000,000) for the operating year and relinquish all money held in the Operating Account. Manager acknowledges that this payment is to allow Owner to continue to operate the Premises and pay for any and all scheduled Events so as not to cause greater losses and damages.

11.6 **Termination for Failure to Meet Performance Measurements.** In the event that Manager has failed to achieve at least eighty percent (80%) of the Proforma targets set forth in Exhibit “B” for any fiscal year, then the parties will meet and confer, no later than ten (10) business days upon Manager informing Owner of failure, to discuss appropriate corrective measures or reasonably required adjustments to the performance measures. Manager agrees to implement mutually agreed upon corrective measures in good faith and promptly following reaching agreement upon same with Owner. In the event the parties agree upon a reasonably feasible corrective plan to allow for Manager to “catch up” Events in the immediately subsequent year, then Manager shall not be deemed in default, nor will Owner declare an Event of Default.

11.7 **Consequence of Termination.** In the event of termination, Manager shall deliver to Owner copies of all reports, documents, and other work performed by Manager under this Agreement to the extent permitted by Applicable Laws and excluding any proprietary/confidential information of Manager, and, upon receipt thereof, Owner shall pay Manager for services performed and reimbursable expenses incurred pursuant to the provisions of this Agreement to the date of termination.

11.8 **Termination Procedures.** Upon termination of this Agreement, Owner, in addition to any other rights provided in this Agreement, may require Manager to deliver to Owner any property specifically produced or acquired for the performance of this Agreement to the extent permitted by Applicable Laws and excluding any proprietary/confidential information of Manager. After receipt of a Notice of Termination, Manager shall:

a. Consult with and follow the direction of Contract Administrator to determine when and the manner by which to stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

b. Place only those orders or subcontracts for materials or services, as may be necessary to maintain the interests of the Owner;

c. Assign to Owner, in the manner, at the times, and to the extent reasonably directed by the Contract Administrator, all of the rights, title and interests of Manager under this Agreement;

d. Settle all outstanding liabilities and claims (other than ongoing contract obligations), with the approval or ratification of Owner to the extent Owner may reasonably require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer to Owner, and deliver in the manner, at the times, and to the extent directed by Owner, title to any property which, if the Agreement had been completed, would have been required to be furnished to Owner; and

f. Take such action as may be necessary, or as Owner may reasonably direct, for the protection and preservation of the property related to this Agreement which is in the possession of Manager and in which Owner has or may acquire an interest.

ARTICLE XII REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 **Manager Representations and Warranties.** Manager hereby represents warrants and covenants to Owner as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder;

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles; and

(c) that Manager will comply with all Applicable Laws related to its management of the Premises.

12.2 **Owner Representations, Warranties and Covenants.** Owner represents warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Owner herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder;

(b) that this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; and

(c) that the Premises is, as of the Effective Date, in compliance in all respects with all Applicable Laws (including but not limited to ADA and Environmental Laws) relating to the construction, use and operation of the Premises, and that (to the best of its knowledge after reasonable investigation)

there exist no structural defects or unsound operating conditions at the Premises.

ARTICLE XIII TAXES

13.1 **Possessory Interest Tax.** It is the understanding of the Manager that no interest in the Premises property or structures is created by this Agreement. It is acknowledged and agreed that the sole purpose of this Agreement is for Manager to provide operation management services. Nevertheless, Manager recognizes and agrees that the assessor for the County of San Diego may determine that Manager's right to operate and manage the Premises as set forth in this Agreement creates a possessory interest subject to a possessory interest tax under section 107.6 of the State Revenue & Taxation Code. In the event that possessory interest taxes are assessed, Manager shall include the expense in the Proforma set forth in Exhibit "B."

13.2 **Income Taxes.** Manager shall timely pay all state, federal and local income taxes arising from Manager's Management Fees under this Agreement. Manager is not responsible for, and Owner shall indemnify and hold Manager harmless from any tax liabilities arising from the Operating Revenues of the Premises and any other real/property taxes/assessments pertaining to the Premises.

13.3 **Business License.** Manager shall secure and maintain at all times, a business license to operate in the City of El Cajon, pursuant to Chapter 5.04.050 of the El Cajon Municipal Code. Manager shall also secure and maintain at all times, any other licenses or permits which may be required.

13.4 **Tax – Hold Harmless.** Manager and Owner agree to protect, defend, indemnify and hold each other, including the Premises, and any improvements now or hereafter in the Premises, free and harmless from any liability, loss, or damage resulting from any taxes, assessment, or other charges required by this Agreement to be paid by Manager or Owner, and from all interests, penalties, and other sums imposed thereon and from any proceedings to enforce collection of any such taxes, assessments, or other charges.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1 **Assignment.** Owner may assign its interest in this Agreement to a governmental, nonprofit, or for-profit entity (the "Owner Assignee"), in its sole discretion. Manager shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without Owner's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all persons, and shall constitute a material breach upon which Owner may immediately terminate or suspend this Agreement. Notwithstanding the foregoing, Manager, with written consent of the Owner, may assign all or a portion of its interest in this Agreement to another entity that is an Affiliate of Manager ("Manager Assignee"), but only if:

a. The assignment is to a Manager Assignee which has the capability to carry on the operation of the Premises in substantially the same manner as Manager.

b. The Manager Assignee agrees to assume all the rights and obligations assigned, and to keep and perform all the provisions and obligations of this Agreement.

c. Manager agrees to guarantee the performance of its obligations under this Agreement not assumed by the Manager Assignee, and to reaffirm this guarantee simultaneously with the assignment.

Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns.

Notwithstanding anything contained herein to the contrary, Manager shall have the right, after prior written notice to Owner, to enter into a transfer to any subsidiary corporation of Manager, Manager's parent corporation or to any other entity affiliated with Manager, or to any entity determined by Manager to be necessary or desirable in connection with obtaining liquor licenses for the Premises (including, without limitation, to an unaffiliated non-profit corporation), or to any entity resulting from a consolidation, reorganization or merger, or to a corporation acquiring all or substantially all of the assets of Manager ("Permitted Transfer"), provided that, with respect to an assignment of this Agreement, within fifteen (15) days after the effective date of any such assignment, the assignee executes and delivers to Owner an instrument reasonably acceptable to Owner containing an express assumption of all of Manager's obligations under this Agreement arising after the date of such assignment. Notwithstanding anything to the contrary contained in this Agreement, Manager shall have the right to grant licenses, concessions, equipment operating/management agreements and rentals for the Premises without Owner's approval or consent, and all of the foregoing shall be deemed to not be an assignment or a violation of this Agreement, provided that the same shall not relieve Manager of its obligations under this Agreement.

14.2 **Notices.** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should Owner or Manager have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Manager to Owner shall be given to Owner addressed as follows:

Owner: City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
Attention: City Manager

Manager: Live Nation Worldwide, Inc.
c/o House of Blues Entertainment
7060 Hollywood Boulevard
Hollywood, California 90028
Attn: COO and SVP of Legal Affairs

14.3 **Rights Cumulative.** The rights and remedies hereby created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to use of another.

14.4 **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable, no other provisions of this Agreement shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect pursuant to the terms hereof.

14.5 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought to the Superior Court of the State of California in San Diego County. Manager, hereby waives its right to remove any such actions as otherwise allowed by California Code of Civil Procedure section 394.

14.6 **Entire Agreement.** This Agreement is the entire agreement of the parties and replaces and supersedes any prior agreements or understandings between the parties.

14.7 **No Additional Rights.** By entering into this Agreement Manager shall obtain no additional rights or privileges in the future regarding the operation or use of the Premises and Owner shall

not be deemed to have waived or abrogated any power or discretion it has regarding the operation or ownership of the Premises upon the expiration or termination of this Agreement.

14.8 **Force Majeure.** Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

14.9 **Indemnification.** “Owner” for the purposes of this Section 14.10 shall mean and include Owner and Owner’s elected and appointed officers, agents and employees. “Manager” for the purposes of this Section 14.9 shall mean and include Manager and Manager’s affiliates, directors, officers, agents and employees. To the fullest extent permitted by law and except to the extent caused by Owner’s negligence or willful misconduct, Manager covenants with Owner that Owner shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Manager or any other person occurring from and after the date Owner delivers possession of the Premises to Manager from any cause whatsoever by reason of the use, occupancy and enjoyment of the Premises by Manager or any person holding under Manager. Subject to the provisions of this Section 14.9, Manager shall pay for, defend (with an attorney reasonably approved by Owner), indemnify, and save Owner harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, costs and expenses, including reasonable attorney’s fees and costs, arising out of or connected with Manager’s use of the Premises and its facilities, and any breach of this Agreement by Manager provided, however, the foregoing indemnity shall not extend to the extent of Owner’s negligence or willful misconduct. Subject to the provisions of this Section 14.9, Owner shall pay for, defend (with an attorney reasonably approved by Manager), indemnify, and save Manager harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, costs and expenses, including reasonable attorneys’ fees and costs, arising out of or connected with the Premises and its facilities, or any repairs, alterations or improvements which Owner may make or cause to be made to the Premises, any claims arising from matters or incidents occurring prior to the Commencement Date, Pre-Commencement Expenses, non-payment of any general contractor/sub for payment of the Core Shell Work and/or FF&E Items and any breach of this Agreement by Owner; provided, however, the foregoing indemnity shall not extend to the extent of Manager’s negligence or willful misconduct. The obligations to indemnify set forth in this Section 14.9 shall include all reasonable attorneys’ fees, litigation costs, investigation costs and court costs and all other costs, expenses and liabilities reasonably incurred by the indemnified party from the first notice that any claim or demand is to be made or may be made and upon determination of such obligation to indemnify. All indemnity obligations under this Section 14.9 shall survive the expiration or termination of this Agreement.

14.10 **Signs and Decor.** Any signs to be installed by Manager that become permanently affixed to the Premises shall be subject to the prior written approval of Owner and shall be installed by a sign contractor approved by Owner. Manager shall be responsible as an Operating Expense for payment of all sign costs including installation costs, permits and costs to repair the Premises resulting from the installation or removal of such sign. Any and all changes to the decor must be first submitted to Owner, in writing, for approval.

14.11 **Compliance with Laws.** Manager shall comply with all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission of Manager in a proceeding brought against it by any governmental entity, that Manager has violated any such governmental requirement shall be conclusive as between the Owner and the Manager and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Agreement by Owner.

14.12 **Compliance with Environmental Laws.** Owner represents and warrants that, as of the

Commencement Date, the Premises is in compliance with all Environmental Laws (as defined below) and shall indemnify Manager for any claims, liabilities, demands or losses related to matters arising prior to the Commencement Date and for any breach of this representation and warranty, all in accordance with the indemnification terms set forth in Section 14.9 above. Manager and the Premises shall remain in compliance with all applicable laws, ordinances, orders, rules and regulations regulating, relating to, or imposing liability of standards of conduct concerning any Hazardous Materials, or pertaining to occupational health or industrial hygiene, occupational or environmental conditions on, under, or about the Premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 USC section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 USC section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 USC section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC section 6901 et seq.] the Clean Air Act [42 USC section 7401 et seq.]; the Safe Drinking Water Act [42 USC section 300f et seq.]; the Solid Waste Disposal Act [42 USC section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC section 11001 et seq.]; the Occupational Safety and Health Act [29 USC section 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C section 25288 et seq.]; the California Hazardous Substances Account Act [H & S C section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C section 24249.5 et seq.] the Porter-Cologne Water Quality Act [Water Code section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state or local law, ordinance, order, rule or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under or about the Premises, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water or land use (“Environmental Laws”).

a. Manager shall immediately notify Owner in writing and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Premises or compliance with environmental Laws. Manager shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Owner. Manager shall keep the Premises free of any lien imposed pursuant to and Environmental Law.

b. The term “Hazardous Materials” shall include, without limitation, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes,” or “restricted hazardous wastes,” or stated to be known to cause cancer or reproductive toxicity, under any Environmental Law. Manager shall not permit to occur any release, generation, manufacture, storage, treatment, transportation or disposal of any Hazardous Materials. Manager shall promptly notify Owner in writing if Manager has or acquires notice or knowledge that any Hazardous Materials have been or are threatened to be released, discharged, disposed of, transported, or stored on, in, under or from the Premises; and if any Hazardous Materials are found on the Premises, Manager, at its sole cost and expense, shall immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the complete satisfaction of Owner and the appropriate governmental authorities.

c. Owner shall, at Owner’s sole cost and expense, have the right at all reasonable times and from time to time to conduct environmental audits of the Premises, and Manager shall cooperate in the conduct of those audits.

d. If Manager fails to comply with the forgoing covenants pertaining to Hazardous

Materials, Owner may cause the removal (or other cleanup acceptable to Owner) of any Hazardous Materials from the Premises. The costs of Hazardous Materials removal and any other cleanup (including transportation and storage costs), whether or not cleanup was ordered by a court, will be the financial liability of Manager, and those costs will become due and payable on demand by the Owner. Manager shall give Owner, its agents and employees access to the Premises to remove or otherwise cleanup any Hazardous materials. Owner, however, has no affirmative obligation to remove or otherwise cleanup any Hazardous Materials, and this Agreement shall not be construed as creating any such obligation.

e. Manager shall indemnify, defend (with counsel reasonably acceptable to Owner and at Manager's sole cost), and hold Owner and Owner's elected and appointed officials, officers, employees, agents, successors and assigns free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Owner in connection or arising out of: (i) any Hazardous Material on, in, under or affecting all or any portion of the Premises, (ii) any violation or claim of violation of any Environmental Law by Manager; or (iii) the imposition of any lien for the recovery of costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on, in, under or affecting all or any portion of the Premises. Manager's indemnification shall survive the expiration and termination of this Agreement.

14.13 **Non-Discrimination.** Manager herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, that this Agreement shall be performed and is subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the, use, occupancy, tenure, or enjoyment of the Premises during the performance of this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF EL CAJON

LIVE NATION WORLDWIDE, INC.

By: 
Graham Mitchell, City Manager

By: 
Kathy Willard
EVP and Chief Financial Officer

APPROVED
BY LEGAL
 7/7/19

Attested to:

By: 
Angela Aguirre, City Clerk

Approved as to form:

By: 
Morgan L. Foley, City Attorney

EXHIBIT "A"
DUTIES

Manager's obligations, duties and responsibilities under this Agreement shall consist of the following:

1. Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments, subject to prior prices, fees and fee schedules. Manager may deviate from the established fee schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation. The fee schedule shall be reviewed annually. Any requested changes to the fee schedule must be submitted to Owner in January for changes to occur in July.

2. Operate and maintain the Premises, including the equipment utilized in connection with its operation and any improvements made during the Term of this Agreement, in the condition received, normal wear and tear excepted.

3. Arrange for and otherwise book Events at the Premises in accordance with a booking schedule to be developed by Manager.

4. Pay all Operating Expenses incurred in connection with the operation, maintenance supervision and management of the Premises from the Operating Account or with funds otherwise made available by the Owner.

5. Secure all license and permits necessary for the operation and use of the Premises for the specific events to be held therein, and for the general occupancy of the Premises, including without limitation all necessary food and liquor license, music licenses, software licenses, and renewals thereof. The Owner shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

6. On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Premises, and deliver a written report of the foregoing to Owner. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify Owner of any such damage or loss.

7. Obtain and maintain a State of California liquor license and comply with all requirements of the liquor license and other applicable laws regulating the sale of alcoholic beverages. Manager agrees that there shall be no liquor sold or served between the hours of 2:00 a.m. and 6:00 a.m. Manager shall ensure any concessionaire hired by Manager to provide alcoholic beverage service at the Premises has obtained a liquor license and abides by the regulations set forth in this Agreement.

8. Provide all custodial services, as an Operating Expense, on a regular basis to ensure that the Premises are kept in a clean, neat and pristine condition. Manager shall be required to have the Premises cleaned before and after any Event.

9. Provide security at the Premises for all scheduled Events. Owner has the right to require

Manager to provide a security and first aid plan for all Events, thirty (30) days prior to the scheduled Events, and subject to the approval of the City of El Cajon Police and Fire Departments.

10. Maintain and repair the Premises as an Operating Expense in conformance with the standards of maintenance and repair set forth in Article 7 of the Agreement.

11. During all Events, Manager shall maintain and operate food and beverage concessions and may maintain and operate merchandise concessions on the Premises either through contracting for such concessionaires or directly providing these concessions.

12. Routinely confer with Owner about all matters affecting the viability of the Premises. Owner and Manager shall meet quarterly to review the Quarterly Report, Event recaps, the Operating Account, to schedule programming of the Plaza area, and to discuss and exchange information as to the day-to-day operations of the Premises.

13. Comply with all laws, statutes, ordinances and rules of all applicable governmental authorities unless the Owner is contesting or has affirmed its intention to contest any such law, statute, ordinance, rule, regulation, order, or requirements pursuant thereto.

14. Pay or cause to be paid all sales tax and other taxes and fees attributable to operation of the Premises as an Operating Expense.

15. Maintain written plans, acceptable to Owner, for the emergency evacuation of the Premises. The Manager shall instruct all current staff members and thereafter all newly hired staff members each calendar quarter; provided, however, that such fire drills also ensure that at least one employee trained and qualified to monitor safety procedures and to report the status of such procedures to Owner on a biannual basis, and at such other times as Owner may reasonably request.

16. Operate a box office at the Premises as seen fit to meet needs of Manager. Manager shall have sole and exclusive control and supervision of the box offices and their personnel. All receipts from the sale of tickets purchased at the Premises box offices shall be under the absolute control, disposition and supervision of Manager, and Owner shall incur no liability for the same.

17. Take all reasonable measures to assure that any Managers, users, or licensees of the Theaters avoid any form of waste, damage, destruction of the Premises, or make any permanent alterations of the Premises, without the Owner's prior written consent. Such measures shall include use of written agreements, provision of insurance, and if necessary, on-site monitoring of performances and other uses of the Premises. In the event of any waste, damage or destruction, Manager shall give prompt notice to Owner of any material damage to the Premises within five (5) days of such damage occurring. Owner shall not itself commit or allow any waste or damage to the Premises or permit any public or private nuisance. Manager shall keep the Premises clean and clear of refuse and obstructions, and shall assure that either itself or all managers, users or licensees dispose of all garbage, trash, and rubbish and return the Premises to the condition prior to use, in a manner satisfactory to Owner.

18. Diligently perform all of its obligations under this Agreement, and to use the Premises solely for the purposes described in this Agreement.

19. Produce, present, or provide a wide variety of performing arts and visual presentations and special events, by agreement with promoters, performing artist, other performing arts organizations,

commercial promoters, or event coordinators, rentals and all other live entertainment events similar to those booked by Manager and its affiliates at comparable venues on a national basis. Using commercially reasonable efforts, ensure the following number of Events:

Year 1	50 Events
Year 2	50 Events
Year 3	55 Events
Year 4	60 Events
Year 5	65 Events

20. Cause such other acts and things to be done with respect to the Premises, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Premises.

EXHIBIT "B"
PROFORMA

El Cajon

DIVISION: T&C

<u>5 Year Financial Projections</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Paid Attendance	27,170	27,442	27,716	27,993	28,273
Total Revenue	\$541,234	\$728,393	\$779,116	\$832,307	\$888,073
Contribution Margin	\$164,330	\$210,639	\$223,570	\$237,112	\$251,291
<i>CM Growth</i>		28.2%	6.1%	6.1%	6.0%
Venue AOI	(\$352,092)	(\$319,901)	(\$321,483)	(\$322,862)	(\$324,024)
<i>EBITDA growth</i>		(9.1%)	0.5%	0.4%	0.4%
Net Income	(\$246,464)	(\$225,181)	(\$227,634)	(\$230,058)	(\$232,462)
<i>NI Growth</i>		(8.6%)	1.1%	1.1%	1.0%

EXHIBIT "C"
DEPICTION OF THE PLAZA AREA



PLAZA AREA Exhibit "C"

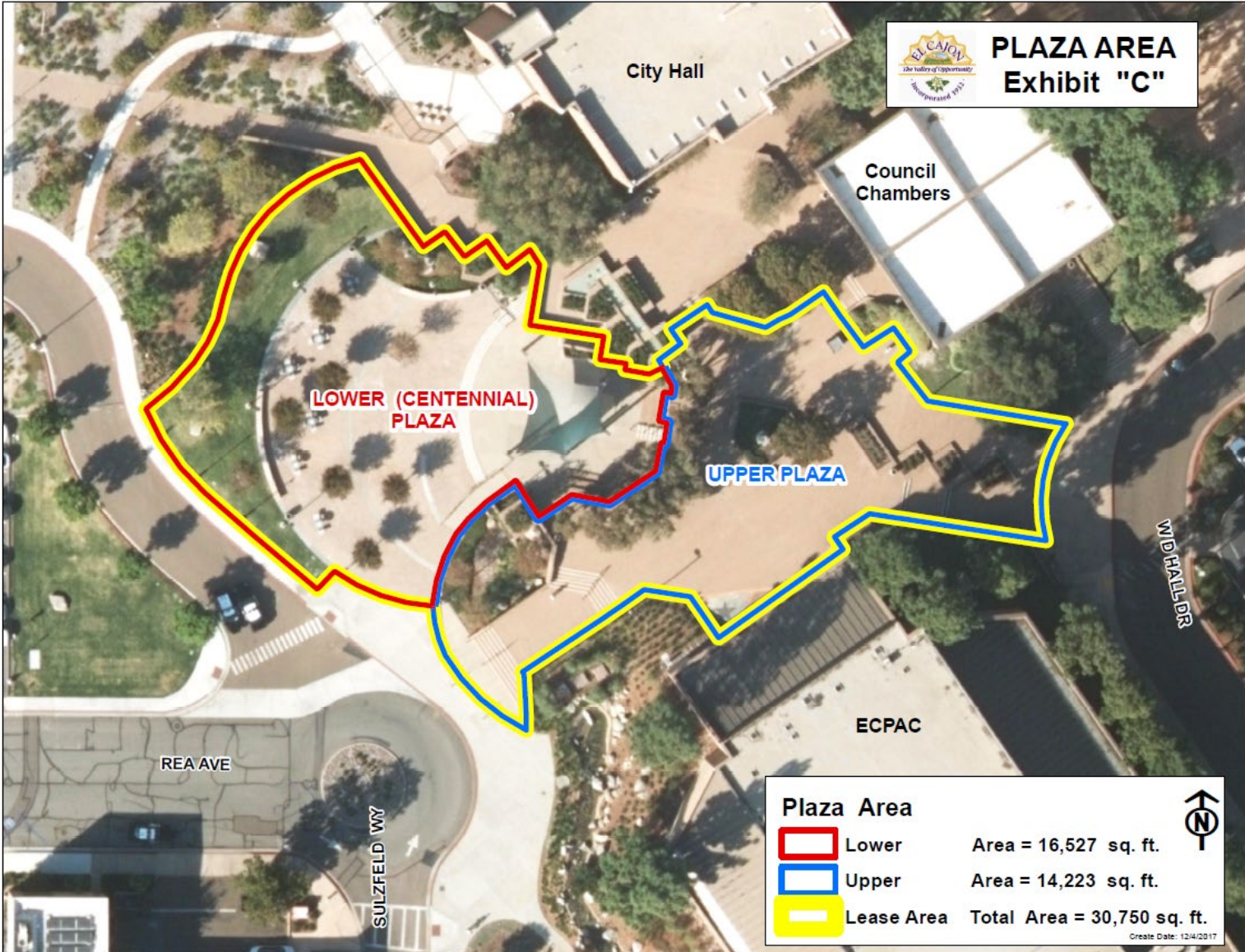


EXHIBIT "D"
PROJECT SCHEDULE

EXHIBIT D: PROJECT SCHEDULE



**IFM3471-ECPAC IMPROVEMENT PROJECT
Project Planning & Scheduling**

Update: 01/29/19

Project Name	Start	End	Time (Weeks)	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Architectural Services																						
Rios Clementi Hale Studios	5-Mar	30-Nov	39									30-Nov										
Schematic Design	5-Mar	22-Jun	16				22-Jun															
Design Development	22-Jun	27-Jul	5					27-Jul														
Construction Documentation	27-Jul	30-Nov	18									30-Nov										
CONSTRUCTION PHASE																						
WIELAND	3-Aug	15-Jun	46																15-Jun			
Demolition	3-Aug	28-Sep	8							24-Jul												
Elevator	4-Sep	25-Jan	21											25-Jan								
Arch/Structural/Plumbing/Electrical	1-Oct	15-Jun	37																15-Jun			
FACILITY COMMISSIONING	7-Jan	1-Sep	34																			1-Sep
Performance Verification	7-Jan	28-Apr	16																28-Apr			
Start-up & Integration Testing	4-Mar	1-Sep	26																			1-Sep

- = Task Item (White font represents target date)
- = Sub-Task Item (White font represents target date)

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (the “Amendment”) is made as of January ___, 2023 (the “Effective Date”), by and between the **CITY OF EL CAJON**, a charter city and municipal corporation (“Owner”) and **LIVE NATION WORLDWIDE, INC.**, a Delaware corporation (“Manager”).

WHEREAS, Owner and Manager entered into that certain Management Agreement for the East County Performing Arts Center dated February 2018 (the “Original Agreement”), pursuant to which Manager performs various management services for Owner relating to that certain performance venue commonly known as the Magnolia located at 210 E. Main Street, El Cajon, California (the “Premises”);

WHEREAS, due to the Covid-19 pandemic in 2020 and 2021, the Premises was unable to operate in its customary fashion and remained closed for long periods of time;

WHEREAS, even upon the re-opening of the Premises, the level of use anticipated since the Commencement Date to the date of this Amendment has been delayed by performers rescheduling previously canceled tours and performances throughout the country, and bookings of Events have only recently returned to a level allowing Manager to use the Premises at its level intended by the Original Agreement;

WHEREAS, due to such extended closures, Owner and Manager desire to extend the “Initial Term” (as defined in the Original Agreement) for two (2) additional years; and

WHEREAS, Owner and Manager desire to acknowledge such extension of the Initial Term as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Manager, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are hereby incorporated herein and made a part hereof by this reference. All capitalized terms in this Amendment shall have the meanings assigned thereto in the Original Agreement unless otherwise specified. As used herein and in the Original Agreement, the term “Agreement” shall mean the Original Agreement as modified by this Amendment.

2. **Term.** Section 2.1.1 is hereby added to the Original Agreement to read as follows:

2.1.1 **COVID-19 Extension.** The Initial Term is hereby extended for two (2) additional years and shall therefore expire at 11:59 p.m., Pacific Standard Time, on August 31, 2026, unless earlier terminated or extended in accordance with the terms of the Agreement. Manager shall continue to have two (2) options for five (5) years each to extend the Initial Term by Renewal Terms under Section 2.2 of the Agreement.

3. **Notices.** Section 14.2 of the Original Agreement is hereby amended by replacing the Manager's address for notices to read as follows:

Live Nation Worldwide, Inc.
325 North Maple Drive
Beverly Hills, CA 90210
ATTN: General Counsel

and a copy to:

Live Nation
325 N. Maple Drive, 2nd Floor
Beverly Hills, California 90210
Attention: Chief Counsel - Concerts

4. **Press Releases.** If desired by either party, Owner and Manager shall jointly prepare and mutually agree on any press releases and public announcements relating to this Amendment and will not issue any such releases and announcements without the approval of both parties.

5. **Ratification.** Except as expressly modified by this Amendment, all other terms, conditions and provisions of the Original Agreement are hereby ratified and confirmed and incorporated into this Amendment and shall continue in full force and effect.

6. **Broker.** Owner and Manager represent and warrant to the other that they have not employed any broker in connection with the subject matter of this Amendment. The parties agree to indemnify and hold each other harmless from and against any claims or costs (including, without limitation, reasonable attorneys' fees) arising out of or constituting a breach of the foregoing representations.

7. **Representations.** Each party hereby represents and warrants to the other that it has full power and authority to execute and deliver this Amendment, and has taken all action necessary to authorize its execution of and its performance of its obligations under this Amendment..

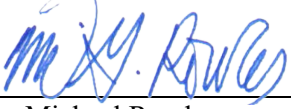
8. **Miscellaneous.** This Amendment (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Agreement), and (ii) shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws provisions. This Amendment may be executed in multiple counterparts (which counterparts may be executed and delivered electronically by PDF, DocuSign, or another file sent by email) which shall together constitute a single document. Any executed counterpart of this Amendment delivered by PDF, DocuSign or another file sent by email shall be equally effective as an original counterpart for all purposes.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

MANAGER:

LIVE NATION WORLDWIDE, INC.,
a Delaware corporation

By: 
Name: Michael Rowles
Title: EVP, General Counsel, and Secretary

OWNER:

CITY OF EL CAJON,
a charter city and municipal corporation

By: _____
Name: _____
Title: _____

Attested to:

By: _____
Name: _____
Title: City Clerk

Approved as to form:

By: _____
Name: _____
Title: City Attorney



City Council
Agenda Report

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Vince DiMaggio, Assistant City Manager
SUBJECT: Recommendation to Reject Bids for RFP 009-23 (Design-Build-Operation of Digital Message Board)

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, rejecting the bids for RFP 009-23, and authorizes staff to make such changes to the RFP to allow for the option of a secondary site for the project.

BACKGROUND:

In June 2021, the City Council adopted an ordinance allowing freeway oriented signs on City-owned property with the intent on expanding the City's revenue stream by the development of such a sign. The immediate intent of the ordinance was to use a small rectangular City-owned parcel adjacent to the Mazda dealership on Johnson Avenue that provides an ideal line-of-sight from I-8.

In August 2022, the City issued a Request for Proposals (RFP) for qualified firms to submit proposals for the design, construction, and operation of the digital billboard on the Johnson Avenue site.

The City received three proposals and, after conducting interviews in October 2022, the evaluation committee selected Outdoor Associates as the best qualified. In November, staff met with representatives from Outdoor Associates to discuss the project in greater detail, including desired specifications for design and the process for securing Caltrans approval.

During these initial conversations, it became clear that the Johnson Avenue site would pose a series of unique challenges, including the most formidable, which was amending the Caltrans designation that currently identifies the I-8 corridor through El Cajon as a "landscaped corridor," in order to pave the way for the removal of the eucalyptus stand of trees that exists at the Johnson Avenue exit.

Based on the experience of Outdoor Associates in working with Caltrans on many past projects, the likelihood of successfully amending the "landscape corridor" designation was slim. It became apparent that an alternative site, with a higher likelihood of success would need to be identified.

Within the last month, Outdoor Associates made a determination that they would not be able to continue with the project (for reasons that were outside the need to find a secondary site), and submitted a letter withdrawing from the project. Given the fact that Outdoor Associates has withdrawn from the project and that a secondary site needs to be found, the scope of the project has changed to the extent that it is in the City's best interests to formally reject all proposals and re-bid the project with revised specifications.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This project is exempt for CEQA as it is consistent with the City's zoning code for which an EIR was previously certified (CEQA Guideline 15183).

Attachments

Reso - RFP 009-22 - Design-Build-Operate Digital Message Board - Reject & Re-bid 022223

RESOLUTION NO. ___-23

RESOLUTION REJECTING ALL PROPOSALS FOR
DESIGN-BUILD-OPERATE OF DIGITAL MESSAGE BOARD
AND APPROVING RE-BIDDING WITH REVISED SPECIFICATIONS
(RFP No. 009-22)

WHEREAS, Request for Proposals No. 009-23 (the "RFP") for the Design-Build-Operate of Digital Message Board project (the "Project"), including the production of plans, installation and operation of the Project, was advertised by the City of El Cajon (the "City") on July 7, 2022; and

WHEREAS, three (3) responses were received on August 15, 2022; and

WHEREAS, a three-person evaluation team independently reviewed the proposals according to the criteria specified in the RFP, including proposed digital sign, consultant personnel, experience, agreement terms, and costs factors; and

WHEREAS, after thorough evaluation of the proposals, the City conducted interviews with the two (2) top-ranking firms, and thereafter proceeded with negotiations with the top-ranking firm, Outdoor Associates LLC ("OALLC"); and

WHEREAS, during discussion with OALLC, City staff determined that the primary site for the digital message board would not receive entitlement approval by the California Department of Transportation due to the configuration of the site and the designation of the highway corridor at the specified location as a "landscaped corridor"; and

WHEREAS, as a result of said determination, OALLC submitted a written request on February 16, 2023, to withdraw their proposal, and staff recommends relieving OALLC from the proposal; and

WHEREAS, staff has determined that due to the configuration of the specifications, it would be in the City's best interest to reject all proposals and re-bid the project with revised specifications; and

WHEREAS, the City Council believes it to be in the best interest of the City to accept OALLC's request to withdrawal its proposal, to reject all proposals, and re-bid the Project with revised bid specifications as recommended by staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The foregoing recitals are true and correct and are the findings of the City Council.
2. The City Council hereby accepts the withdrawal letter submitted by OALLC, rejects all proposals received for the reasons stated above, and authorizes re-bidding of the Project with revised specifications, as approved by the City Manager.

3. The City Manager is hereby authorized to approve the final plans and revised specifications prior to re-bidding for and on behalf of the City of El Cajon.

02/28/23 CC Agenda

Reso - RFP 009-23 Design-Build-Operate Digital Message Board – Reject & Re-bid 022223



**City Council
Agenda Report**

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: City Council Action Plan (2023)

RECOMMENDATION:

That the City Council approves the draft City Council Action Plan for 2023.

BACKGROUND:

On January 31, 2023, the City Council conducted its Priority/Goal Setting Workshop. During the workshop, the City Council reviewed the previous year's priorities and goals and identified priorities and goals for 2023. Using the workshop discussion, staff developed a draft City Council Action Plan, which identifies the six priorities: City Beautification, Citizen Engagement, Economic Development, Homelessness, Public Safety, and Miscellaneous. The draft City Council Action Plan also identifies twenty goals associated with the six priorities, lead department(s), about sixty milestones or tasks, and a target date for each milestone. The draft City Council Action Plan is attached to this agenda report.

During the agenda discussion, the City Council may wish to present other ideas to be included in the 2023 City Council Action Plan.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: N/A

Attachments

Draft City Council Action Plan (2023)



City Council Action Plan

Date: February 28, 2023

DRAFT

CITY BEAUTIFICATION

Goal/Outcome	Dept.	Milestones/Tasks	Target Dates
City Beautification & Improvement Projects <i>Focus on the completion of various funded City beautification and improvement projects</i>	PW	Neighborhood Street Lights Phase 2 Construction Completion (34)	04/23
	PW	Cool Zones Phase 1 (Rec Centers) installation completion	05/23
	PW	Johnson Ave. Fencing Imps. Completion	09/23
	PW	Solar Project Phase 1 (PSC) Completion	12/23
	PW	El Cajon Blvd. Transit Center Community Improvements Completion (Roundabout)	02/24
	PW	Jamacha Rd Safety Improvements Design and Construction Completion	02/24
	PW	Neighborhood Street Lights Phase 3 Design and Construction Completion (45)	04/24
	PW	Main Street Green Street Completion	05/24
	PW	Oakdale Alameda Design and Construction Completion	06/24
	PW	Cool Zones Phase 2 (Gyms) Design and Installation Completion	06/24
	IT/PW	Expand Broadband – Design and Installation Completion	06/24
	PW	W. Washington Ave. Safety Improvements Design and Construction Completion	06/24
	FIRE/PW	Wildfire Hazard Mitigation Plan Implementation	09/24
	P&R/PW	Park Amenity Project Design and Construction Completion	12/24
FIRE/PW	Fire Station 7 Design and Construction Completion	12/24	
Mural Project <i>Identify location and muralist for a pilot mural program that includes resident involvement</i>	FIRE/PW	Identify a mural site and secure necessary approvals (i.e. encroachment permit)	04/23
		Release RFP to secure a muralist	06/23
		Complete mural	12/23
Review Third Party Contractors <i>Complete a review of third party contractors that provide City beautification services to the City</i>	PW/CD	Review contracts of contractors that perform outsourced services for downtown clean-up, City-wide clean-up, graffiti removal, bus shelter maintenance, and emptying public trash receptacles, etc. and provide a report to the City Council	6/23
Explore Technology Solutions <i>Consider issuing a Request for Proposals for force multiplier technological solutions that can enhance the beautification of the City</i>	IT/CM	Release RFP to companies to present projects that will result in benefits to the City with a focus on enhancing neighborhoods and City beautification	7/23
		Evaluate gathered ideas/proposals and present results to the City Council for opportunities to employ innovative solutions along with return on investment analysis	9/23

CITIZEN ENGAGEMENT

Goal/Outcome	Dept.	Milestones/Tasks	Target Dates
<p>Increase Communication & Engagement Efforts <i>Reach more citizens with more frequency for repetitive messaging. Develop two core audiences of El Cajon citizens, as well as neighboring communities to engage more of East County visiting El Cajon to spend dollars.</i></p>	CM	Release re-bid of billboard RFP and enter into an agreement with vendor	6/23
		Redesign newsletter content with an approach to include citizens in upcoming opportunities and increase reach to residents via monthly electronic newsletter	3/23
		Develop two email lists for City Services (residents) vs. City Events (residents and neighbors)	5/23
		Create more events and neighborly competitions for community engagement	9/23
		Engage more local businesses in City events to leverage their promotional efforts	ongoing
		Targeted paid ads with META to gain more followers and repeat messages	3/23
<p>City's Mobile Phone App <i>Using marketing efforts, increase mobile phone app subscribers by 30% by December 31, 2023—an increase of 2,300 subscribers.</i></p>	CM	Rebrand the app and develop marketing posts for social media throughout the year	3/23 ongoing
		Explore adding links to non-City utilities to make payments	5/23
		Incorporate certain features of events (America on Main Street, Hauntfest, other downtown events) where the app is necessary to participate in or adds significant convenience	ongoing

ECONOMIC DEVELOPMENT

Goal/Outcome	Dept.	Milestones/Tasks	Target Dates
Downtown Project <i>Initiate a downtown catalyst development project</i>	CM	Develop a plan for the reimagining of the civic center space and adjoining properties.	10/23
		Reach out to adjacent private property owners in the project area, solicit interest, and begin designing a “public-private partnership” for interested parties.	10/23
		Retain designer/architect to prepare concept drawings.	8/23
Parkway Plaza <i>With community input, develop a re-envisioned Parkway Plaza development plan and present it to current owners and development community</i>	CM/ CD	Receive report from SDSU Capstone project students	5/23
		Meet with primary property owners and offer incentives to redevelop properties	8/23
		Release marketing package to development community about venture opportunities	10/23
Economic Development Fund <i>Create an Economic Development Fund to fund incentives to specific projects, business façade programs, purchase potential motel properties, and property assemblage efforts.</i>	Fin	Create an Economic Development Fund as part of the City’s budget	4/23
	CM	Develop possible programs for the City Council to consider to support with the Economic Development Fund	7/23
	CM	Implement programs with marketing and engagement	8/23 ongoing
Downtown Analysis <i>Complete and follow up on analysis of Property Based Improvement District (PBID)</i>	CM	Engage a consultant in a comprehensive analysis of the current PBID activities and operations. Use finished analysis to revise, refresh, and/or refocus PBID.	7/23

HOMELESSNESS

Goal/Outcome	Dept.	Milestones/Tasks	Target Dates
Town Hall Meetings <i>Conduct four town hall meetings before May 1, 2023 designed to engage residents about challenges and solutions around the topic of homelessness</i>	CM/ PD/ CD	Design and schedule four town hall meetings, with the assistance of the East County Homeless Task Force that will seek input and foster engagement on the issue of homelessness and its challenges	3/23
		Conduct four town hall meetings	4/23 – 5/23
		Develop a video and report for City Council review	7/23
Education on Efforts <i>Continue efforts through updating the City's website, social media posts, and video production about the efforts the City makes towards addressing homelessness</i>	CM	A quarterly e-newsletter dedicated to the topic of homelessness and housing developments	7/23
		Social media posts promoting the positive numbers of success stories by the City	ongoing
Assist an East County City Open a Shelter <i>Assist a neighboring East County city through the MOU to open a shelter</i>	CM	Continue to offer funding and technical assistance to neighboring cities through one-on-one meetings and the East County Homeless Task Force	ongoing
Policy/Strategy Consideration <i>Develop policies and/or strategies that assist homeless individuals that come to El Cajon for services return to their jurisdiction of origin</i>	CD	Ensure that permitted shelters and homeless services providers have as a conditional of approval or contractually a "discharge plan" to ensure individuals are transported to other services or location where they were brought from	ongoing

PUBLIC SAFETY

Goal/Outcome	Dept.	Milestones/Tasks	Target Dates
<p>Street Camera/Fixed License Plate Reader Pilot Program <i>Launch pilot LPR programs</i></p>	PD	Sign contract with vendor	4/23
		Install cameras, operational program in service	6/23
<p>Fire/Medical Response Coverage <i>Understand coverage issues for fire and medical responses and develop strategy to reduce reliance on mutual aid and impact to Fire Department personnel</i></p>	Fire	Complete and present to the City Council a “Standard of Cover/Community Risk Assessment”	7/23
	Fire/CD	Reduce calls run to convalescent homes, skilled nursing facilities, and other congregate care facilities by 10% by December 31, 2023 from the previous year through increased outreach efforts, applying nurse navigation program, and possible Municipal Code amendment strategies.	12/23
	Fire/CM	Implement strategies to increase or modify staffing to provide more effective coverage for the community, depending on results of the “Standard of Cover/Community Risk Assessment”	12/23
<p>Police Department Attraction Programs <i>Explore programs that will attract quality new and experienced officers to apply to join the City’s Police Department</i></p>	PD/ HR	Consider augmenting the City’s signing bonus program for new police officers, lateral transfer officers, and referring staff	2/23
		Launch recruitment video	2/23

MISCELLANEOUS

Goal/Outcome	Dept.	Milestones/Tasks	Target Dates
<p>Veterans Memorial <i>Working with the community and stakeholders, identify a location, design, and funding plan for the establishment of a new Veterans Memorial.</i></p>	RS	Finalize meetings with stakeholders	4/23
		Report to the City Council with final feedback and recommendations	5/23
		Release RFP for Memorial Artist/Consultant	7/23
		Seek Stakeholder Feedback regarding Memorial Artist	9/23
		Present proposed design to the City Council and seek direction on funding options	10/23
		Finalize contract with Memorial Artist	12/23
<p>Deferred Maintenance Analysis <i>Prepare an analysis of the City's deferred maintenance projects and Capital Improvement Plan</i></p>	Fin	Present a report to the City Council on the City's deferred maintenance program and Capital Improvement Plan and determine if additional funding is required	4/23
<p>Trolley Station Restroom <i>Request that MTS provide a restroom at the El Cajon Transit Station.</i></p>	CM	Present an analysis about restrooms and public transit and explore options at El Cajon station	5/23
		Formally make request of MTS	6/23



**City Council
Agenda Report**

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: Council Activity Report

RECOMMENDATION:

That the City Council accepts and files the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

February 15, 2023 – Trace Gallagher Show Fox News
February 15, 2023 – Interview with Fox and Friends
February 21, 2023 – Interview with KUSI
February 21, 2023 – Interview with Fox 5
February 21, 2023 – Interview with CBS 8
February 22, 2023 – City Selection Committee Meeting
February 23, 2023 – Voice of San Diego Annual Donor Recognition Event
February 28, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council Agenda Report

Agenda Item 14.

DATE: February 28, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Goble

SUBJECT: DEPUTY MAYOR STEVE GOBLE

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.

RECOMMENDATION:

That the City Council accepts and files the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

February 8, 2023 - Emails with Carl S @ EDCO regarding bin sensors
February 9, 2023 - Emails with Kyle S @ AWP re: public hearings
February 13, 2023 - Emails with City Manager re: U-T article
February 14, 2023 - Emails with MTS CEO re: questions on agenda
February 15, 2023 - Meeting with Kyle S @ AWP re: agenda questions
February 15, 2023 - Ribbon Cutting at 160 Driving Academy
February 16, 2023 - Emails with Joe B @ SDGE re: natural gas rates
February 16, 2023 - MTG Board Meeting
February 16, 2023 - Lunch with John K/SANDAG counsel
February 16, 2023 - AWP JPA Board Meeting
February 16, 2023 - Emails with Councilmember Metschel re: Impact Person of Year
February 17, 2023 - Emails with Santee CM Hall re: Smart Cities convention
February 17, 2023 - Emails with City Mgr Office re: Meals on Wheels event
February 17, 2023 - Phone Call w/John K/SANDAG re: chair of working group
February 20, 2023 - Emails to Caltrans re: I-8 freeway work
February 21, 2023 - Phone Call with Sup Anderson re: Hep C stats
February 21, 2023 - Lunch w/former Sup Dianne Jacob

February 21, 2023 - Meeting with Tobias H.
February 24, 2023 - Attend St Paul's Legislative Breakfast
February 27, 2023 - Attend Ft Bragg Army/Training Event
February 27, 2023 - Meeting with City Manager
February 28, 2023 - City Council Meeting

I am available to answer questions.

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

Agenda Item 15.

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kendrick
SUBJECT: COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

RECOMMENDATION:

That the City Council accepts and files the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

February 28, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 16.

DATE: February 28, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Metschel

SUBJECT: COUNCILMEMBER MICHELLE METSCHEL

Harry Griffen Park Joint Steering Committee; METRO
Commission/Wastewater JPA – Alternate; Heartland Communications –
Alternate; Heartland Fire Training JPA – Alternate.

RECOMMENDATION:

That the City Council accepts and files the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

February 20, 2023 – Town Hall for Stop the Gas Tax
February 23, 2023 – EJE Academies Groundbreaking
February 28, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 17.

DATE: February 28, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Ortiz

SUBJECT: COUNCILMEMBER PHIL ORTIZ

League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

RECOMMENDATION:

That the City Council accepts and files the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

February 15, 2023 – ECEDC Board Meeting
February 16, 2023 – Marie Waldron District Meeting
February 21, 2023 – Gillespie Field EDC Committee
February 28, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



City Council
Agenda Report

DATE: February 28, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Steve Goble, Deputy Mayor and Phil Ortiz, City Councilmember
SUBJECT: Installation of Safety Barriers on Interstate 8

RECOMMENDATION:

That the City Council directs staff to prepare a letter to Caltrans, on behalf of the entire City Council, requesting that safety barriers be installed along Interstate 8 between Greenfield Drive and State Route 67.

BACKGROUND:

On an average day, 137,500 vehicles travel along Interstate 8 (I-8) through the City of El Cajon. Between Greenfield Drive and State Route 67 (SR-67), large sections of the interstate are raised, there are narrow shoulders, and in some areas there is a steep embankment adjacent to the shoulder.

Over the past two years, there have been 143 reported vehicle accidents along I-8, between Greenfield Drive and SR-67. Of those accidents, 21 of them involved a vehicle leaving the roadway and ending up traveling down the embankment—that is nearly 15 percent of all accidents. Attached is a map and summary of accidents that occurred along this stretch of I-8.

Freeway accidents many times involve high speeds and result in increased injuries and deaths. High speeds and a vehicle traveling down an embankment make matters worse and pose a challenge for first responders delivering aid to those injured. To protect motorists and first responders, we recommend that the City request that Caltrans install safety barriers along I-8 between Greenfield Drive and SR-67.

Prepared By: Steve Goble, Deputy Mayor and Phil Ortiz, City Councilmember

Reviewed By: N/A

Approved By: N/A

Attachments

I-8 Traffic Accidents



HEARTLAND FIRE & RESCUE

SERVING THE CITIES OF EL CAJON, LA MESA AND LEMON GROVE

ISO CLASS 1 DEPARTMENT

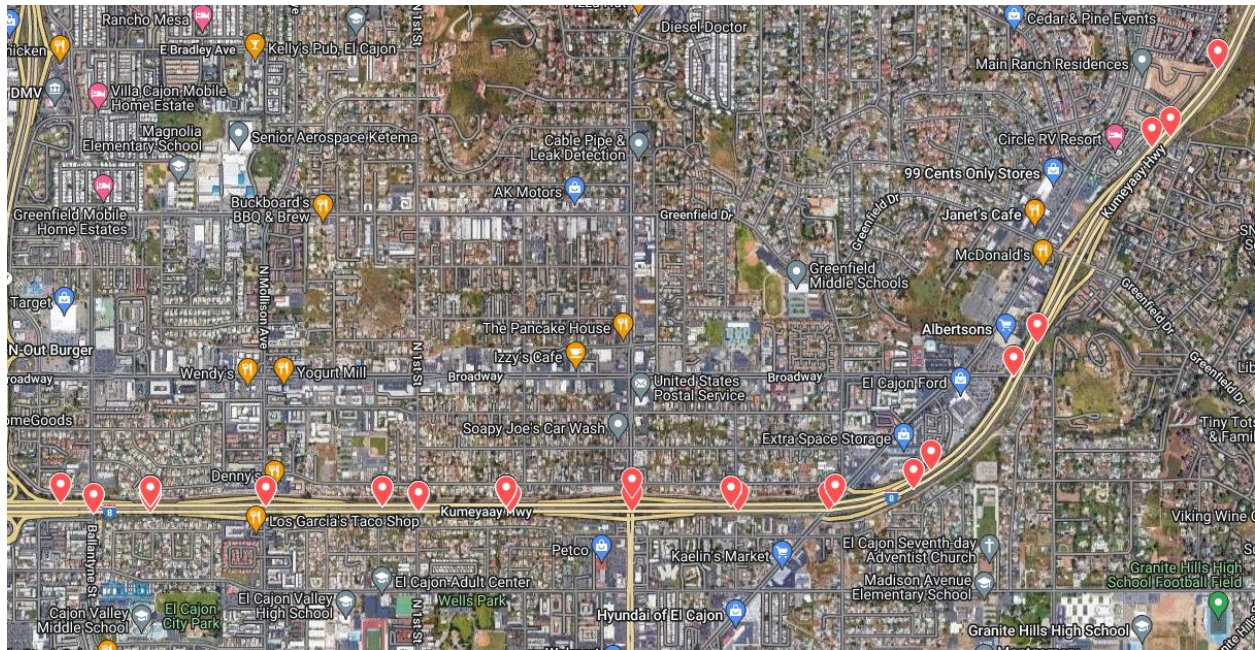
TRAFFIC ACCIDENT OVERVIEW

I-8 CORRIDOR, BETWEEN SR-67 & GREENFIELD DR

Dates: 1/1/2021 – 12/31/2022
 Location: Interstate 8, between SR-67 and Greenfield Drive
 Daily Traffic: 108,000 - average daily traffic @ Mollison, (CalTrans, Year 2020):

Data	Total	Westbound	Eastbound
Report mentions vehicle leaving roadway	21	17	4
No mention in report of leaving roadway	122	84	38
Total Traffic Incident Responses	143	101	42

Figure 1: Plot Map of GPS Coordinates of Calls



<p><u>El Cajon</u> 100 Civic Center Way El Cajon, CA 92020 (619) 441-1601</p>	<p><u>La Mesa</u> 8054 Allison Avenue La Mesa, CA 91942 (619) 667-1355</p>	<p><u>Lemon Grove</u> 7853 Central Avenue Lemon Grove, CA 91945 (619) 825-3835</p>
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