

AGENDA

City of El Cajon

Successor Agency – Oversight Board

8:00 a.m., Wednesday, February 19, 2014

BOARD MEMBERS:

SAHAR ABUSHABAN
*Chancellor of the California
Community Colleges
Representative*

SCOTT BUXBAUM
*County Board of Education
Representative*

GLORIA CHADWICK
*Grossmont Healthcare District
Representative*

JIM GRIFFIN
*County Board of Supervisors
Representative*

MICHAEL GRIFFITHS
City of El Cajon

MANJEET RANU
*(Former RDA/MMPEG
Employee) City of El Cajon*

DEBRA TURNER-EMERSON
*County Board of Supervisors
Representative*

OB LEGAL COUNSEL:
MEYERS NAVE

**SUCCESSOR AGENCY
STAFF:**

DOUGLAS WILLIFORD
*Executive Director/
City Manager*

MAJED AL-GHAFRY
*OB Secretary /
Assistant City Manager*

MORGAN FOLEY
General Counsel

JENNY FICACCI
Housing Manager

HOLLY REED-FALK
Financial Operations Manager

VICTORIA DANGANAN
Senior Accountant

RON LUIS VALLES
Administrative Secretary

**Meeting Location: El Cajon Police Station
Community Room #161
100 Civic Center Way, El Cajon, CA 92020**

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

II. ROLL CALL:

III. AGENDA CHANGES:

IV. PUBLIC COMMENT: (This is the opportunity for a member of the public to address the Oversight Board on any item of business within the jurisdiction of the Board that is not on the agenda. Under State law no action can be taken on items brought forward under Public Comment, except to refer the item to the staff for administrative action or to place it on a future agenda.)

V. ACTION ITEMS:

1. Approval of Action Minutes – January 15, 2014, meeting
2. Approval of Retainer Agreement for Legal Services with McDougal Love Eckis Boehmer & Foley
3. Approval of Appraisal Firm of Andrew A. Smith Company, dba Andrew A. Smith Company
4. Approval of Successor Agency Fiscal Year 2014-2015 Budget, including the Administration Budget
5. Approval of Recognized Obligation Payment Schedule ("ROPS 14-15A") for the period July 1, 2014, to December 31, 2014.

VI. OTHER ITEMS FOR CONSIDERATION:

VII. STAFF COMMUNICATIONS:

1. Planning Memo – Actions required as part of DDA Terminations
2. Upcoming work program

VIII. BOARD REPORTS/COMMENTS:

IX. ADJOURNMENT:

We endeavor to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at Oversight Board meetings, please contact staff at (619) 441-1741 as far in advance of the meeting as possible.



SUMMARY MINUTES

Successor Agency to the El Cajon Redevelopment Agency Oversight Board

**Meeting - Wednesday, January 15, 2014
El Cajon Police Station Community Room #161
100 Civic Center Way, El Cajon, CA 92020**

BOARD PRESENT: Gloria Chadwick, Jim Griffin, Michael Griffiths, Manjeet Ranu and Debra Turner-Emerson (Chair)

BOARD ABSENT: Abushaban and Buxbaum

OB LEGAL COUNSEL: George Eiser III, representing law firm of Meyers Nave

STAFF PRESENT: Assistant City Manager Majed Al-Ghafry, Housing Manager Jenny Ficacci, Financial Operations Manager Holly Reed-Falk, Senior Accountant Victoria Danganan, and Administrative Secretary Ron Luis Valles

CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

The meeting was called to order at 8:03 a.m. by TURNER-EMERSON.

PUBLIC COMMENT:

No public comment.

ACTION ITEM NO. 1: APPROVAL OF ACTION MINUTES – November 20, 2013

GRIFFIN made a motion, seconded by CHADWICK, to approve the minutes of the special meeting. **Motion carried 5-0 (ABUSHABAN and BUXBAUM, absent).**

ACTION ITEM No. 2: TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT WITH PRIEST DEVELOPMENT CORPORATION FOR THE NW CORNER PROJECT

FICACCI summarized the staff report.

GRIFFIN made a motion, seconded by RANU, that adopted the Resolution OB-01-14 as presented by staff, approving the termination of the Disposition and Development Agreement and related restrictive covenants with Priest Development Corporation, its successors and/or assigns, governing the land use restrictions for the property known as the NW Corner Project, more particularly described in Exhibit A, and approving

execution by the Executive Director, and such persons designated by the Executive Director, of any documents necessary for the termination of the Disposition and Development Agreement.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

ACTION ITEM No. 3: TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT WITH PRIEST DEVELOPMENT CORPORATION FOR THE SW CORNER PROJECT

FICACCI summarized the staff report.

GRIFFIN made a motion, seconded by CHADWICK, that adopted Resolution OB-02-14 as presented by staff, approving the termination of the Disposition and Development Agreement and related restrictive covenants with Priest Development Corporation, its successors and/or assigns, governing the land use restrictions for the property known as the SW Corner Project, more particularly described in Exhibit B, and approving execution by the Executive Director, and such persons designated by the Executive Director, of any documents necessary for the termination of the Disposition and Development Agreement.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

ACTION ITEM No. 4: TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT WITH SMITH'S FOOD & DRUG CENTERS, INC. FOR THE CORNERS PROJECT

FICACCI summarized the staff report.

GRIFFIN made a motion, seconded by GRIFFITHS, that adopted Resolution OB-03-14 as presented by staff, approving the termination of the Disposition and Development Agreement and related restrictive covenants with Smith's Food & Drug Centers, Inc., its successors and/or assigns, governing the land use restrictions for the property known as the Corners Project, more particularly described in Exhibit C, and approving execution by the Executive Director, and such persons designated by the Executive Director, of any documents necessary for the termination of the Disposition and Development Agreement.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

ACTION ITEM No. 5: TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT WITH PARK AVENUE HOMES, LP – MAGNOLIA VILLAS PROJECT

FICACCI summarized the staff report.

GRIFFIN made a motion, seconded by RANU, that adopted Resolution OB-04-14 as presented by staff, approving the termination of the Disposition and Development Agreement and related restrictive covenants with Park Avenue Homes, LP, its successors and/or assigns, governing the land use restrictions for the property known

as the Magnolia Villas Project, more particularly described in Exhibit D, and approving execution by the Executive Director, and such persons designated by the Executive Director, of any documents necessary for the termination of the Disposition and Development Agreement.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

ACTION ITEM No. 6: REQUEST FOR OVERSIGHT BOARD TO ADOPT A RESOLUTION FINDING THAT THE LOAN BY THE CITY OF EL CAJON TO THE EL CAJON REDEVELOPMENT AGENCY, DATED JUNE 15, 2011, IS AN ENFORCEABLE OBLIGATION, MADE FOR LEGITIMATE REDEVELOPMENT PURPOSES, AND APPROVING A MODIFICATION OF NOTE SECURED BY DEED OF TRUST

FICACCI summarized the staff report.

CHADWICK made a motion, seconded by GRIFFIN, that adopted Resolution OB-05-14 as presented by staff, finding that the loan agreement evidenced by the promissory note between the former El Cajon Redevelopment Agency and the City of El Cajon is an enforceable obligation, made for legitimate redevelopment purpose; and approving a modification to said promissory note pursuant to California Health and Safety Code Section 34191.4(b)(2).

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

ACTION ITEM No. 7: APPROVAL OF PROMISSORY NOTE AND DEED OF TRUST TO OBLIGATE THE CITY OF EL CAJON ACTING AS SUCCESSOR AGENCY TO THE FORMER EL CAJON REDEVELOPMENT AGENCY TO REPLACE THE \$1,000,000 DOWN PAYMENT RETURNED BY THE CITY OF EL CAJON TO THE SUCCESSOR AGENCY FOR THE PURCHASE OF 100 FLETCHER PARKWAY AS REQUIRED BY THE CALIFORNIA STATE CONTROLLER'S OFFICE IN ITS ASSET TRANSFER REVIEW REPORT DATED DECEMBER 11, 2013; FIND THAT THE PROMISSORY NOTE AND DEED OF TRUST CONSTITUTE AN ENFORCEABLE OBLIGATION MADE FOR A LEGITIMATE REDEVELOPMENT PURPOSE; AND AUTHORIZE REMITTANCE OF \$1,840,665 PLUS ACCRUED INTEREST TO THE COUNTY AUDITOR CONTROLLER

FICACCI summarized the staff report.

GRIFFIN made a motion, seconded by CHADWICK, that adopted Resolution OB-06-14 as presented by staff, approving a promissory note and deed of trust for the benefit of the City of El Cajon to replace the \$1,000,000 down payment returned by the City of El Cajon for the purchase of 100 Fletcher Parkway as required by the California State Controller's Office; finding that the promissory note and deed of trust constitute an enforceable obligation made for a legitimate redevelopment purpose; and approving remittance of \$1,840,665 plus accrued interest to the County Auditor Controller.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

ACTION ITEM No. 8: AMENDMENT OF SUCCESSOR AGENCY'S LONG RANGE PROPERTY MANAGEMENT PLAN; AUTHORIZATION TO SUBMIT TO DEPARTMENT OF FINANCE FOR APPROVAL; AUTHORIZATION FOR TRANSFER AND DISPOSAL OF PROPERTIES CONSISTENT WITH THE AMENDED PLAN, ITS ATTACHMENTS AND APPENDICES, FOLLOWING DEPARTMENT OF FINANCE APPROVAL.

FICACCI summarized the staff report.

CHADWICK made a motion, seconded by GRIFFIN, that adopted amended Resolution OB-07-14 as presented by staff, approving the Long Range Property Management Plan, as amended January 15, 2014; authorizing the Board Secretary to transmit the plan to the State of California Department of Finance; and approving execution by the Executive Director of such documents and take such action necessary to convey title to property formerly held by the El Cajon Redevelopment Agency consistent with the Final Plan, its attachments and appendices, as approved by the Department of Finance.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

STAFF COMMUNICATIONS:

Staff summarized STAFF COMMUNICATIONS No. 1: Basic Financial Statements and Independent Auditor's Report for the Fiscal Year Ended June 30, 2013, and Written Communication Between Auditor and Client; STAFF COMMUNICATIONS No. 2: Request to commit 20005 Low and Moderate-Income Housing Fund Bond Proceeds for El Cajon Housing Authority Project #HA-1501; STAFF COMMUNICATIONS No. 3: Department of Finance Determination Letter – ROPS 13-14B; and, STAFF COMMUNICATIONS No. 4: Upcoming Work Program.

BOARD REPORTS/COMMENTS:

There were none.

ADJOURNMENT:

TURNER-EMERSON made a motion, seconded by GRIFFITHS, to adjourn the meeting of the El Cajon Successor Agency Oversight Board at 8:42 a.m. this 15th day of January 2014, to 8:00 a.m., to February 19, 2014, in the Police Station's Community Room, 100 Civic Center Way, El Cajon, California.

Motion carried 5-0. (ABUSHABAN and BUXBAUM, absent)

APPROVED:

Debra Turner-Emerson, Chairperson

ATTEST:

Majed Al-Ghafry, Oversight Board Secretary

AGENDA REPORT
CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD
February 19, 2014, Meeting

SUBJECT: APPROVAL OF RETAINER AGREEMENT FOR LEGAL SERVICES WITH MCDUGAL LOVE ECKIS BOEHMER & FOLEY.

RECOMMENDED ACTION: That the Oversight Board adopts the proposed Resolution to:

1. Approve a Retainer Agreement for Legal Services ("Legal Agreement"), substantially in the form as presented, between the Successor Agency and McDougal Love Eckis Boehmer & Foley ("MLEBF"), in the amount of \$30,000 for one year, with a one-year extension upon written agreement by both parties, for legal counsel services relating to the dissolution activities of the former El Cajon Redevelopment Agency; and
2. Find that the Legal Agreement with McDougal Love Eckis Boehmer & Foley is an enforceable obligation and legal costs associated with Successor Agency activities shall be placed on the next and each successive Recognized Obligation Payment Schedule ("ROPS"); and
3. Approve execution of the Legal Agreement by the City Manager of the City of El Cajon, or such person designated by the City Manager, acting in the capacity of the chief executive officer for the Successor Agency.

BACKGROUND: The City of El Cajon, as the Successor Agency to the El Cajon Redevelopment Agency, is charged with the winding down of the affairs of the former El Cajon Redevelopment Agency ("Agency").

Health and Safety Code Section 34177.3(b) provides that successor agencies may create enforceable obligations to conduct the work of the winding down of the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

Because the Successor Agency is a separate public entity from the City of El Cajon, a separate agreement for legal services is necessary to distinguish the work directly associated with the winding down of the former Agency. Staff anticipates that various legal services outlined in Exhibit A will be required for ongoing Successor Agency efforts, including the following activities/projects: Successor Agency administration; Hazmat Testing Park Ballantyne (RD0704S); Hazmat Testing Prescott Promenade (RD0705S); Former Police Station – 100 Fletcher Parkway (RD0801S); Johnson Avenue Corridor Revitalization Project (RD1017S); Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements (RD1201S); Real Property Asset Management (RD1202S); Civic Center Complex Revitalization Project (RDR0703S); and various capital projects utilizing the remaining 2007 Tax Allocation Bonds and Low and Moderate-Income Housing Fund portion of the 2005 Tax Allocation Refunding Bonds.

MLEBF has provided legal services to the former Agency since 2000 pursuant to a previous legal services agreement and is familiar with complex redevelopment transactions, environmental contamination issues, and has extensive experience dealing

with Agency projects, activities and properties. Staff is recommending approval of the Legal Agreement with MLEBF based on this experience.

Separate authorization for approval of the Legal Agreement has also been requested by the City Council, acting as the Successor Agency, at their regularly-scheduled meeting to be held on February 11, 2014. Approval and execution of the Legal Agreement also remains subject to California Department of Finance approval to become effective.

FISCAL IMPACT: The requested action will authorize execution of a Legal Agreement for work directly associated with the winding down of the Agency affairs, in the amount of \$30,000 for one year, with a one-year extension upon agreement by both parties. All such work will be included in the next and each successive Recognized Obligation Payment Schedule as an enforceable obligation upon approval.

ATTACHMENTS:


1. Proposed Resolution
2. Draft Legal Services Agreement

Prepared by:



Jenny Ficacci
Housing Manager

Reviewed by:



Majed Al-Ghatry
Secretary / Assistant City Manager

Approved by:



Douglas Williford
Executive Director / City Manager

RESOLUTION NO. OB-08-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY APPROVING A RETAINER AGREEMENT FOR LEGAL SERVICES WITH MCDUGAL LOVE ECKIS BOEHMER & FOLEY.

WHEREAS, the City of El Cajon, as the Successor Agency to the El Cajon Redevelopment Agency, is charged with the winding down of the affairs of the former El Cajon Redevelopment Agency ("Agency"); and

WHEREAS, Health and Safety Code Section 34177.3(b) provides that successor agencies may create enforceable obligations to conduct the work of the winding down of the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance; and

WHEREAS, because the Successor Agency is a separate public entity from the City of El Cajon, a separate agreement for legal services ("Legal Agreement") is necessary to distinguish the work directly associated with the winding down of the former Agency; and

WHEREAS, staff anticipates that various legal services outlined in Exhibit A will be required for ongoing Successor Agency efforts, including the following activities/projects: Successor Agency Administration; Hazmat Testing Park Ballantyne (RD0704S); Hazmat Testing Prescott Promenade (RD0705S); Former Police Station – 100 Fletcher Parkway (RD0801S); Johnson Avenue Corridor Revitalization Project (RD1017S); Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements (RD1201S); Real Property Asset Management (RD1202S); Civic Center Complex Revitalization Project (RDR0703S); and various capital projects utilizing the remaining 2007 Tax Allocation Bonds and Low and Moderate-Income Housing Fund portion of the 2005 Tax Allocation Refunding Bonds;

WHEREAS, separate authorization for approval of the Legal Agreement has also been requested by the City Council, acting as the Successor Agency, at their regularly-scheduled meeting to be held on February 11, 2014; and

WHEREAS, MLEBF has provided legal services to the former Agency since 2000 pursuant to a previous legal services agreement and is familiar with complex redevelopment transactions, environmental contamination issues, and has extensive experience dealing with form Agency projects, activities and properties; and

WHEREAS, MLEBF is the firm most qualified and experienced to represent the Successor Agency in their duties of winding down the affairs of the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT

AGENCY, AS FOLLOWS:

- A. The Oversight Board finds that:
1. The recitals above are true and correct and have been incorporated herein by reference.
 2. Approval to execute an Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because the proposed agreements will not cause a significant adverse physical change to the environment either directly or indirectly.
 3. Health and Safety Code Section 34177.3(b) provides that successor agencies may create enforceable obligations to conduct the work of the winding down of the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.
 4. McDougal Love Eckis Bohemer & Foley has provided legal services to the former El Cajon Redevelopment Agency since 2000 and are familiar with complex redevelopment transactions, environmental contamination issues, and has extensive experience dealing with Agency projects, activities and properties.
 5. McDougal Love Eckis Boehmer & Foley is the firm most qualified and experienced to represent the Successor Agency in legal matters relating to the dissolution of the former El Cajon Redevelopment Agency and the services outlined in Exhibit A as part of the proposed Legal Agreement, attached hereto as Exhibit "1", are a required and necessary function of winding down the affairs of the former Agency.
- B. The Oversight Board hereby APPROVES execution of a Retainer Agreement for Legal Services, substantially in the form as presented, between the Successor Agency and McDougal Love Eckis Boehmer & Foley for legal counsel services relating to the dissolution activities of the former El Cajon Redevelopment Agency; and
- C. The Oversight Board hereby FINDS that the Legal Agreement with McDougal Love Eckis Boehmer & Foley is an enforceable obligation and legal costs associated with Successor Agency activities shall be placed on the next and each successive Recognized Obligation Payment Schedule ("ROPS") for payment; and
- C. The Oversight Board hereby APPROVES execution of the Legal Agreement by the City Manager of the City of El Cajon, or such person designated by the City Manager, acting in the capacity of the chief executive officer for the Successor Agency.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the Oversight Board of the Successor Agency of the former El Cajon Redevelopment Agency at a regularly-scheduled meeting held this 19th day of February 2014, by the following vote to wit:

AYES :
NOES :
ABSENT :

Debra Turner-Emerson, Chairperson

ATTEST:

Majed Al-Ghafry, Oversight Board Secretary

**RETAINER AGREEMENT FOR LEGAL SERVICES RELATED TO THE SUCCESSOR
AGENCY TO THE FORMER EL CAJON REDEVELOPMENT AGENCY**

This Agreement is entered into this ___ day of February 2014, by and between the City of El Cajon, a California charter city and municipal corporation, solely in its capacity as the Successor Agency to the Former El Cajon Redevelopment Agency (hereinafter "the Successor Agency") and MCDUGAL LOVE ECKIS BOEHMER & FOLEY, a Professional Corporation (hereinafter the "Attorney").

RECITALS

- A. The City requires legal services to advise and assist the Successor Agency in the winding down of its affairs.
- B. Attorney is fully qualified to provide the legal services sought by the Successor Agency and willing to provide such legal services. The duties under this Agreement shall be performed by Morgan L. Foley. Other members of the firm may handle various aspects of the matter as appropriate.
- C. Attorney is willing to devote such time as may be necessary to provide such services in keeping with standards of the legal profession and refrain from any employment that would conflict with representation of the Successor Agency.

NOW, THEREFORE, the parties hereby agree that Attorney shall be retained by the Successor Agency as legal counsel subject to the following terms and conditions:

1. **SCOPE OF SERVICES**

Attorney shall provide specialized legal services in accordance with **Exhibit A**, "Scope of Legal Services," attached and incorporated by reference as if fully set forth herein.

2. **COMPENSATION**

The Successor Agency agrees to compensate Attorney, for services rendered, at the rates set forth in **Exhibit B**, "Hourly Rates." In no event shall the total compensation exceed Thirty Thousand Dollars (\$30,000) for the one year term without amendment of this Agreement, approved by the Oversight Board to the Successor Agency and the State Department of Finance.

3. **INSURANCE**

Attorney shall maintain their own liability, health, worker's compensation, disability, and other insurance and the City shall not be responsible therefor. At a minimum, Attorney shall maintain one million dollars (\$1,000,000) in malpractice insurance, or such other amounts as may be required by the State Bar of California.

4. **INDEMNIFICATION AND HOLD HARMLESS**

Attorney shall defend, indemnify, and hold the Successor Agency harmless from any and all claims, liabilities, obligations, and causes of action for injury or death of any person and for injury or damage or destruction of property that directly results from Attorney's negligence, including the operation of any motor vehicle. This provision shall not be construed to waive or affect the immunities of the parties provided to public agencies, their agents and employees by law.

5. **CONFLICT OF INTEREST**

Attorney shall not knowingly represent any person or entity in any matter that may reasonably result in a contrary position to that of the Successor Agency. However, upon full disclosure to the Successor Agency, the Successor Agency may waive this provision in writing.

6. **ADDRESSES FOR NOTICE**

If to Successor Agency:

City of El Cajon/Successor Agency
200 Civic Center Way
El Cajon CA 92020
Atten: Jenny Ficacci, Housing Manager

If to Attorney:

McDougal, Love, Eckis, Boehmer & Foley
8100 La Mesa Blvd., Suite 200
La Mesa CA 91942
Atten: Morgan L. Foley

7. **TERM**

The services to be provided by Attorney under this Agreement shall begin as of the date of this Agreement and shall remain in full force and effect for one year unless both parties hereto agree to a one-year extension of the agreement in writing.

8. **TERMINATION**

The Successor Agency may immediately terminate this Agreement with or without cause at any time. Attorney may terminate this Agreement at any time by providing thirty (30) days' notice in writing to the Successor Agency.

9. **FILES**

Attorney's files for matters involving the Successor Agency, and works in progress thereof, are the property of the Successor Agency and upon termination of this

Agreement, shall, upon demand, be immediately delivered to the Successor Agency. Attorney may retain copies of pertinent documents, unless expressly prohibited or restricted by the Successor Agency.

10. ATTORNEYS' FEES

In the event of any dispute between the parties, the prevailing party shall recover its attorneys' fees and any costs and expenses incurred due to the dispute.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first specified above.

"Successor Agency"

"Attorney"

City of El Cajon, a California charter
City and Municipal Corporation, solely
in its capacity as Successor Agency to the
Former El Cajon Redevelopment Agency

McDougal, Love, Eckis, Boehmer & Foley
A Professional Corporation

By _____
Douglas Williford, City Manager

By _____
Steven E. Boehmer, President

ATTEST:

Belinda Hawley, CMC, City Clerk

By: _____
Morgan L. Foley

[This page intentionally left blank.]

EXHIBIT A SCOPE OF LEGAL SERVICES

THIS EXHIBIT CONTAINS CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS PURSUANT TO CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 6149.

The Successor Agency will utilize the specialized legal services of McDougal Love Eckis Boehmer & Foley (the "MLEBF") provides with respect to the dissolution activities and the winding up of the affairs of the former El Cajon Redevelopment Agency ("Agency").

MLEBF has provided legal services to the former Agency since 2000 pursuant to a previous legal services agreement and is familiar with complex redevelopment transactions, environmental contamination issues, and has extensive experience dealing with former Agency projects, activities and properties. In particular, MLEBF will provide legal advice to the Successor Agency on an as-needed basis in the areas which include but are not limited to the following:

1. Consultation, representation and response to actions taken by the California Department of Finance ("DOF"), State Controller's Office ("SCO"), County Auditor Controller's Office ("CAC"), among others.
2. Litigation, claims and legal action expertise and representation.
3. Environmental law and hazardous substances liability representation.
4. Review, evaluation, negotiations, termination, enforcement action, foreclosure, bankruptcy, collection efforts, and document preparation related to all outstanding Enforceable obligations, contracts and agreements.
5. Negotiation, review, draft and analysis of documents and agreements related to the disposition of Successor Agency properties.
6. Consultation with bond counsel for the use of remaining unspent Agency bond proceeds.
7. Other legal consultation needs as they may arise.

EXHIBIT B

Hourly Billing Rates (Effective February 11, 2014)

Attorney	\$165.00
Paralegal (including paralegals and legal assistants as defined by the ABA)	85.00
Law Clerks	60.00

City/Agency shall pay direct costs incurred for litigation and other services, including but not limited to, filing fees, fees for service of process, witness fees, and trial preparation of exhibits, and other related expenses.

AGENDA REPORT
CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD
February 19, 2014, Meeting

SUBJECT: APPROVAL OF APPRAISAL FIRM OF MARK A. SMITH, dba ANDREW A. SMITH COMPANY

RECOMMENDED ACTION: That the Oversight Board adopts the proposed Resolution to:

1. Approve the appraisal firm of Mark A. Smith, dba Andrew A. Smith Company, to perform valuation services pursuant to Health and Safety Code Section 34180(f) on behalf of the Successor Agency.

BACKGROUND: The City of El Cajon, as the Successor Agency to the El Cajon Redevelopment Agency, is charged with the winding down of the affairs of the former El Cajon Redevelopment Agency ("Agency").

Health and Safety Code Section 34177.3(b) provides that successor agencies may create enforceable obligations to conduct the work of the winding down of the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

Further, Health and Safety Code Section 34180(f) requires that if the City, through its Long Range Property Management Plan, wishes to retain any Successor Agency property for redevelopment purposes and is unable to reach a compensation agreement with other taxing entities, the fair market value of the property shall be determined by an independent appraiser approved by the Oversight Board.

Mark A. Smith, dba Andrew A. Smith Company ("Smith Company"), has provided appraisal services to the former Agency since 2008, has a current as-needed Agreement for Professional Services with the Successor Agency dated July 11, 2013, and has extensive experience appraising Agency properties. For these reasons, staff is recommending approval of the Smith Company to perform appraisal services on behalf of the Successor Agency pursuant to Health and Safety Section 34180(f) based on this experience.

FISCAL IMPACT: All work requested by the Smith Company will be estimated and included in the next and each successive Recognized Obligation Payment Schedule, and allocated to applicable Successor Agency projects/activities.

ATTACHMENTS:

1. Proposed Resolution
2. Qualifications of Mark A. Smith, Real Estate Appraiser
3. Agreement for Professional Services – dated July 11, 2012
4. First Amendment to Agreement for Professional Services – dated August 8, 2013

Oversight Board Agenda Report
Approval of Appraisal Firm –
Mark A. Smith, dba Andrew A. Smith Company
February 19, 2014, Agenda

Prepared by:



Jenny Ficacci
Housing Manager

Reviewed by:



Majed Al-Ghafry
Secretary / Assistant City Manager

Approved by:



Douglas Williford
Executive Director / City Manager

RESOLUTION NO. OB-09-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY APPROVING THE APPRAISAL FIRM OF MARK A. SMITH, DBA ANDREW A. SMITH COMPANY.

WHEREAS, the City of El Cajon, as the Successor Agency to the El Cajon Redevelopment Agency, is charged with the winding down of the affairs of the former El Cajon Redevelopment Agency ("Agency"); and

WHEREAS, Health and Safety Code Section 34177.3(b) provides that successor agencies may create enforceable obligations to conduct the work of the winding down of the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance; and

WHEREAS, Health and Safety Code Section 34180(f) requires that if the City, through the Long Range Property Management Plan, wishes to retain any Successor Agency property for redevelopment purposes and is unable to reach a compensation agreement with other taxing entities, the fair market value of the property shall be determined by an independent appraiser approved by the Oversight Board; and

WHEREAS, Mark A. Smith, dba Andrew A. Smith Company ("Smith Company"), has provided appraisal services to the former Agency since 2008, has a current Agreement for Professional Services with the Successor Agency dated July 18, 2013, and has extensive experience appraising Agency properties; and

WHEREAS, the Smith Company is the firm most experienced in appraising Successor Agency properties pursuant to Health and Safety Code Section 34180(f).

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY, AS FOLLOWS:

A. The Oversight Board finds that:

1. The recitals above are true and correct and have been incorporated herein by reference.
2. Approval to execute an Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because the proposed agreements will not cause a significant adverse physical change to the environment either directly or indirectly.
3. Health and Safety Code Section 34177.3(b) provides that successor

agencies may create enforceable obligations to conduct the work of the winding down of the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

4. Health and Safety Code Section 34180(f) requires that if the City, through the Long Range Property Management Plan, wishes to retain any Successor Agency property for redevelopment purposes and is unable to reach a compensation agreement with other taxing entities, the fair market value of the property shall be determined by an independent appraiser approved by the Oversight Board.
 5. Mark A. Smith, dba Andrew A. Smith Company ("Smith Company"), has provided appraisal services to the former Agency since 2008, has a current Agreement for Professional Services with the Successor Agency dated July 18, 2013, and has extensive experience appraising Agency properties.
 6. The Smith Company is the firm most experienced in appraising Successor Agency properties pursuant to Health and Safety Code Section 34180(f).
- B. The Oversight Board hereby APPROVES the appraisal firm of Mark A. Smith, dba Andrew A. Smith Company, to perform valuation services pursuant to Health and Safety Code Section 34180(f) on behalf of the Successor Agency.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the Oversight Board of the Successor Agency of the former El Cajon Redevelopment Agency at a regularly-scheduled meeting held this 19th day of February 2014, by the following vote to wit:

AYES :
NOES :
ABSENT :

Debra Turner-Emerson, Chairperson

ATTEST:

Majed Al-Ghafry, Oversight Board Secretary

[This page intentionally left blank.]

QUALIFICATIONS OF MARK A. SMITH, REAL ESTATE APPRAISER

Company Name: Andrew A. Smith Company
Mark A. Smith, Principal
Office Address: 4215 Spring Street, Suite 225
La Mesa, CA 91941
Telephone: (619) 464-8844
e-mail: aasco@pacbell.net

EDUCATION

B.S. (Real Estate) San Diego State University - 1985

Courses & Seminars Completed include:

- Apartment Appraisals
- Land Market & Real Estate Analysis
- Theory of Real Property Valuation
- The Appraiser as an Expert Witness
- Housing, Renewal & Real Estate Dynamics
- Principles of Planning
- Real Estate Appraisal Problems
- Uniform Standards of Professional Appraisal Practice
- Uniform Appraisal Standards for Federal Land Acquisitions
- Loss Prevention Seminar
- Residential Econometrics
- Federal and State Laws and Regulations Workshop
- Standards of Professional Practice, Part A
- Standards of Professional Practice, Part B
- Appraisal Procedures
- Capitalization Theory, Part A
- Capitalization Theory, Part B
- Real Estate Appraisal Principles
- Residential Valuation

APPRAISAL EXPERIENCE

Real Estate Appraiser with Andrew A. Smith Company since December 1982, Principal since June of 1999. Properties appraised included large and small shopping centers, office buildings, improved and vacant industrial properties, residential subdivisions, large special purpose projects including school sites, freeway acquisitions, pipeline right-of-ways, major and minor leasehold, construction defects, partial interests, easements and leased fee interests, Federal land, single family, condominium and apartment projects, single family lots, vacant and rural land. Qualified as an Expert Witness, Superior Court.

STATE LICENSING & CERTIFICATION

Certified General Appraiser No. AG 006537 by State of California

CURRENT & PAST APPRAISAL CLIENTS OF THE ANDREW A. SMITH COMPANY

GOVERNMENT AGENCIES

California Dept. of
Transportation (Caltrans)
Centre City Devel. Corporation
(San Diego)
City of El Cajon
City of Oceanside
City of San Diego
County of Imperial
County of San Diego

Department of Interior - Bureau of
Indian Affairs
Department of Interior - Bureau of
Land Management
Escondido Schools
Federal Deposit Ins. Corporation
Metropolitan Transit Dev. Board
Otay Water District
Rainbow Water District

San Diego City Schools
San Diego County Water
Authority
San Diego Housing Commission
San Diego Unified Port District
U.S. Department of Justice
U.S. Forest Service
U.S. Navy
U.S. Postal Service

BANKS AND LENDERS

Aetna Life
Bank of America
Banque Nationale de Paris
Borrego Springs Bank
California Bank & Trust
Citicorp
Community National Bank
Countrywide
Downey Savings
Evangelical Christian Credit
Union
First Capital
First Franklin
First Western Mortgage

Flagstar Bank
Grossmont Fed. Credit Union
Headlands Mortgage Company
Keystone Asset Management, Inc.
Los Padres Bank
Mitsui Manufacturers
Mortgage Guarantee Insurance Co.
(M.G.I.C.)
Nations Bank
North American Mortgage Co.
Norwest Mortgage
Pacific Crest Bank
Pacific Western Bank
Public Schools Credit Union

Pacific National Bank
Pacific Trust
Redlands Thrift
Security Business Bank of San
Diego
Standard Life of Portland
State Savings & Loan Association
Sunwest Bank
Svenska Handelsbanken
Transamerica
Tokai Bank of California
Union Bank
Wells Fargo Bank
Western Federal

DEVELOPERS

Aetna Life Insurance Company
Allred-Collins
Baldwin Corporation
Burnham Pacific
Carmel Mountain Ranch
Carlton Santee Corporation

Davlyn
Hallmark Communities
Kaiser Aetna
M.J. Brock Company
Nexus Corporation
Patrick Development

Penasquitos Properties
Scudder, Stevens & Clark
Shapell Industries
Signal Landmark
Sunroad
Wilmark Development

ATTORNEYS and ACCOUNTANTS

Asaro & Keagy
Burkley, Greenberg & Fields
Charles Keltett, CPA
Daley & Heft

Higgs Fletcher & Mack
Gerbel & VanDamme
Luce, Forward, Hamilton &
Scripps
McDougal Meloche Love & Eckis

Procopio Cory Hargreaves and
Savitch
Robert W. Stevens
Thatcher & Hurst
White and Robinson

CORPORATIONS

Arthur Anderson Company
Prudential Relocation
Bob Baker Enterprises
Calmat
Chevys
Church of Jesus Christ
of Latter-Day Saints
Foodmaker, Inc.
Ford Motor Company
Fuller Ford
GMAC

IBM
Kaiser Foundation
Kaiser Permanente
La Jolla Country Club
Mira Costa College
Mobil Oil
Outdoor Media Group
San Diego Gas & Electric Co.
San Diego Medical Center
San Diego Pipeline Co.
Santa Monica Hospital
SECOR

Shadow Mountain Community
Church
Stanford University
Sycuan Band of Mission Indians
Taco Bell
Thrifty Oil
Trust for Public Land
Shell/Texaco, Inc.
ConocoPhillips (Unocal)
University of San Diego
USAir
US Trust Company of CA

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF EL CAJON AS SUCCESSOR AGENCY
TO THE EL CAJON REDEVELOPMENT AGENCY
AND
ANDREW A. SMITH COMPANY**

This Agreement for Professional Services ("AGREEMENT") is made and entered into this 11th day of July, 2012, by and between the CITY OF EL CAJON, a California municipal corporation, as SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY") and MARK A. SMITH, dba ANDREW A. SMITH COMPANY, a sole proprietorship, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement.

Subject to the provisions of Section 19 "Termination of Agreement" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended for one (1) additional one-year period upon written agreement of both parties to this AGREEMENT, and the approval of the oversight board to the SUCCESSOR AGENCY (the "OVERSIGHT BOARD").

Section 2. Scope of Services.

CONSULTANT agrees to perform the services set forth in that certain proposal entitled "San Diego County May - 2012," ("Scope of Services") attached hereto as Exhibit "A" and incorporated herein as if fully set forth; provided, however, that should any covenant, requirement, provision or condition of the Scope of Services be in conflict with any covenant, requirement, provision or condition of this AGREEMENT, the terms of this AGREEMENT shall prevail.

Section 3. Additional Services.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in Exhibit "A" (Scope of Services), unless such additional services are authorized in advance and in writing by the legislative body or City Manager of SUCCESSOR AGENCY, with the approval of the OVERSIGHT BOARD. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the legislative body or City Manager, with the approval of the OVERSIGHT BOARD.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this AGREEMENT, SUCCESSOR AGENCY agrees to pay, and CONSULTANT agrees to accept for said services the total

compensation (including reimbursement for actual expenses) in an amount not to exceed FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00), unless additional compensation is approved in writing by the legislative body or City Manager of SUCCESSOR AGENCY, which is subject to approval by the OVERSIGHT BOARD.

(b) Each month CONSULTANT shall furnish to SUCCESSOR AGENCY an original invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, subcontractor contracts and miscellaneous expenses. SUCCESSOR AGENCY shall independently review each invoice submitted by CONSULTANT to determine whether the services performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event SUCCESSOR AGENCY disputes any charges or expenses, SUCCESSOR AGENCY shall return the original invoice to CONSULTANT for correction and resubmission.

(c) Except as to any charges for services performed or expenses incurred by CONSULTANT, which are disputed by SUCCESSOR AGENCY, SUCCESSOR AGENCY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any defects in services performed by CONSULTANT.

Section 5. Inspection and Final Acceptance.

SUCCESSOR AGENCY may inspect and accept or reject any of CONSULTANT's services under this AGREEMENT, either during performance or when completed. SUCCESSOR AGENCY shall reject or finally accept CONSULTANT's services within sixty (60) days after submitted to SUCCESSOR AGENCY. SUCCESSOR AGENCY shall reject services by a timely written explanation, otherwise CONSULTANT's services shall be deemed to have been accepted. SUCCESSOR AGENCY's acceptance shall be conclusive as to such services except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's services by SUCCESSOR AGENCY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

Section 6. Ownership of Documents.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of SUCCESSOR AGENCY and may be used, reused or otherwise disposed of by SUCCESSOR AGENCY without the permission of CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to SUCCESSOR AGENCY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

Section 7. Consultant's Books and Records.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to services, expenditures and disbursements charged to SUCCESSOR AGENCY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by SUCCESSOR AGENCY or its designated representative. Copies of such documents or records shall be provided directly to SUCCESSOR AGENCY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where SUCCESSOR AGENCY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, SUCCESSOR AGENCY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to SUCCESSOR AGENCY, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SUCCESSOR AGENCY. CONSULTANT shall have no authority to bind SUCCESSOR AGENCY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against SUCCESSOR AGENCY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SUCCESSOR AGENCY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SUCCESSOR AGENCY, nor any elected or appointed boards, officers, officials, employees or agents of SUCCESSOR AGENCY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SUCCESSOR AGENCY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits, which may otherwise accrue, to SUCCESSOR AGENCY's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights, and shall indemnify and protect SUCCESSOR AGENCY from and against any claims to such rights made by CONSULTANT's officers, employees or agents.

Section 9. Standard of Performance.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

Section 10. Compliance with Applicable Laws; Permits and Licenses.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither SUCCESSOR AGENCY, nor any elected or appointed boards, officers, officials, employees or agents of SUCCESSOR AGENCY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

Section 11. Nondiscrimination.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

Section 12. Unauthorized Aliens. *[Intentionally omitted.]*

Section 13. Conflicts of Interest.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of SUCCESSOR AGENCY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SUCCESSOR AGENCY in the performance of this AGREEMENT.

(b) If applicable, CONSULTANT shall at all times comply with the terms of the Political Reform Act and SUCCESSOR AGENCY's Conflict of Interest Code (Chapter 2.75 of the El Cajon Municipal Code). Application of this subdivision (b) shall be determined by SUCCESSOR AGENCY and shall be set forth in Exhibit "B" (Conflict of Interest Determination). The level of disclosure categories shall be set by SUCCESSOR AGENCY and shall reasonably relate to the Scope of Services provided by CONSULTANT under this AGREEMENT.

(c) SUCCESSOR AGENCY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of SUCCESSOR AGENCY relative to such projects. Any future position of SUCCESSOR AGENCY on such projects shall not be considered a conflict of interest for purposes of this section.

Section 14. Confidential Information; Release of Information.

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain. All instruments of service provided by CONSULTANT in performance of this AGREEMENT shall be considered a public record under California law. CONSULTANT shall not release or disclose any such information or instruments of service to persons or entities other than SUCCESSOR AGENCY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of SUCCESSOR AGENCY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SUCCESSOR AGENCY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or instruments of service in violation of this AGREEMENT, then SUCCESSOR AGENCY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify SUCCESSOR AGENCY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SUCCESSOR AGENCY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with SUCCESSOR AGENCY and to provide SUCCESSOR AGENCY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such

response does not imply or mean the right by SUCCESSOR AGENCY to control, direct, or rewrite said response.

Section 15. Indemnification.

(a) SUCCESSOR AGENCY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of CONSULTANT's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) The foregoing obligations of CONSULTANT shall not apply to the extent that the CLAIMS arise from the sole negligence or willful misconduct of SUCCESSOR AGENCY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

Section 16. Insurance.

(a) CONSULTANT agrees to obtain and maintain in full force and effect, during the term of this AGREEMENT, commercial general liability insurance of not less than \$2,000,000. Such insurance policy shall comply with El Cajon City Council Policy D-3, which is attached hereto as Exhibit "C" and made a part of this AGREEMENT. If there is any conflict between Exhibit "C" and this section 16, the terms of Exhibit "C" shall apply. All insurance policies shall be subject to approval by SUCCESSOR AGENCY as to form and content.

(b) CONSULTANT shall furnish properly executed endorsements and certificates of insurance to SUCCESSOR AGENCY prior to commencement of services under this AGREEMENT. Such endorsements and certificates shall:

1. Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming SUCCESSOR AGENCY as an additional named insured;
2. Indicate whether coverage provided is on claims-made or occurrence basis; and
3. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice, via first class mail to SUCCESSOR AGENCY.
4. CONSULTANT agrees to provide SUCCESSOR AGENCY with copies of all required policies upon request.

(c) CONSULTANT shall also obtain and maintain professional liability insurance coverage in an amount not less than \$1,000,000.

(d) CONSULTANT shall maintain Workers' Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Section 17. Assignment.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. SUCCESSOR AGENCY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the legislative body of SUCCESSOR AGENCY, with the approval of the OVERSIGHT BOARD. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling SUCCESSOR AGENCY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. SUCCESSOR AGENCY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

Section 18. Continuity of Personnel.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify SUCCESSOR AGENCY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

Section 19. Termination of Agreement.

(a) SUCCESSOR AGENCY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) SUCCESSOR AGENCY may terminate this AGREEMENT at any time if funds are no longer appropriated for the work to be performed by CONSULTANT.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to SUCCESSOR AGENCY.

(d) If either CONSULTANT or SUCCESSOR AGENCY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT or SUCCESSOR AGENCY may terminate this AGREEMENT immediately upon written notice.

(e) Upon termination of this AGREEMENT by either CONSULTANT or SUCCESSOR AGENCY, all property belonging exclusively to SUCCESSOR AGENCY, which is in CONSULTANT's possession, shall be returned to SUCCESSOR AGENCY. CONSULTANT shall furnish to SUCCESSOR AGENCY a final invoice for services performed and expenses incurred by CONSULTANT, prepared as set forth in Section 4 of this

AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

Section 20. Default.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, SUCCESSOR AGENCY shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default and may terminate this AGREEMENT immediately by written notice to CONSULTANT.

Section 21. Excusable Delays.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of SUCCESSOR AGENCY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by Successor Agency.

All public information, data, reports, records, and maps as are existing and available to SUCCESSOR AGENCY as public records, and which are necessary for carrying out the services as outlined in the Exhibit "A" (Scope of Services), shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the services to be performed under this AGREEMENT.

Section 23. Notices.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SUCCESSOR AGENCY: Jenny Ficacci, Redevelopment & Housing Manager
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

To CONSULTANT: Mark A. Smith, Owner
Andrew A. Smith Company
4215 Spring Street, Suite 225
La Mesa, CA 91941-7983

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

Section 25. Binding Effect.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by the legislative body or City Manager of SUCCESSOR AGENCY, and the OVERSIGHT BOARD. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by SUCCESSOR AGENCY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

Section 28. Law to Govern; Venue.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, East County Division. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego. CONSULTANT hereby expressly waives any right to remove any action from San Diego County as is otherwise permitted by Code of Civil Procedure section 394.

Section 29. Dispute Resolution.

The parties hereby mutually agree that should any dispute arise out of or relate to this AGREEMENT, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

Section 30. Attorneys' Fees, Costs and Expenses.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 31. Entire Agreement.

This AGREEMENT, including the attached Exhibits "A," "B" and "C," is the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SUCCESSOR AGENCY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. To the extent that the terms and conditions of this AGREEMENT conflict with, or are in any way inconsistent with, the terms and conditions of Exhibits "A," "B" and "C," the terms and conditions of this AGREEMENT will prevail. No amendment to this AGREEMENT shall be valid and binding unless in writing, duly executed by the parties or their authorized representatives, and approved by the OVERSIGHT BOARD.

Section 32. Severability.


If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

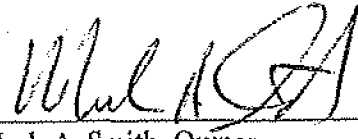
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF EL CAJON,
a California municipal corporation,
AS SUCCESSOR AGENCY TO THE
EL CAJON REDEVELOPMENT AGENCY

MARK A. SMITH, dba
ANDREW A. SMITH COMPANY,
a sole proprietorship.

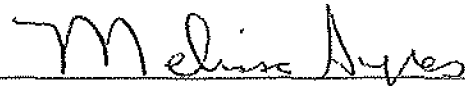
By 
Douglas Williford, City Manager

By 
Mark A. Smith, Owner

ATTEST:


Kathie J. Rutledge, CMC, City Clerk

APPROVED AS TO CONTENT:


Melissa Ayres, Director of Community Development

APPROVED AS TO FORM:


Morgan L. Foley, City Attorney

ANDREW A. SMITH COMPANY

Mark A. Smith, Principal
Andrew A. Smith, MAI
1936-1999

Real Estate Appraisers & Consultants
4215 Spring Street Suite 225
La Mesa, California 91941

telephone (619) 464-8844
fax (619) 464-8813
aasco@pacbell.net

SAN DIEGO COUNTY

May - 2012

Residential Fee Schedule:

Standard Single Family Homes (URAR/1004):

Under 2,500 Square Feet	\$375.00
Between 2,500 and 3,500 Square Feet	\$450.00
Over 3,500 Square Feet	Quote
Custom Design and Rural Locations	Quote

CONDO/PUD (1073):

Under 2,000 Square Feet :	\$375.00
Over 2,000 Square Feet	\$475.00

Multi Family (1025) :

(2 to 4 units)	\$675.00
----------------	----------

FHA Appraisals - An additional \$50 per property type

Property Analysis - Form 2055 (Under 2,500 Square Feet)

Form 2055 with interior inspection	\$375.00
Drive-By Exterior Inspection Only	\$275.00
Desk Appraisal - No Inspection	\$200.00

Review Services

Desk Review	\$175.00
Form 2000 - Field Review	\$250.00

Additional Services

Completion Certification - 1004D	\$100.00
Recertification of Value (within 6 months)	\$200.00
Rental Survey	\$125.00
Operating Income Statement	\$ 75.00
Additional Comps	\$125.00
Interior Photographs	\$ 75.00
PUD Addendum	\$ 75.00

Commercial Properties:

By Quote

Fee Schedule is based on properties conforming to their neighborhood. Standard product includes PDF delivery by email, Photographs of subject (front, rear, street and interior) and comparables; Statement of Limiting Conditions and Appraiser's Certification; computer generated Floor Plan sketch (when interior inspection performed); Location map; Plat map.

C:\mydocuments\coreuserfiles\rates

CONFLICT OF INTEREST DETERMINATION

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before SUCCESSOR AGENCY in which CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for SUCCESSOR AGENCY.

"CONSULTANT"¹ means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize SUCCESSOR AGENCY to enter into, modify, or renew a contract provided it is the type of contract that requires SUCCESSOR AGENCY approval;
 5. Grant SUCCESSOR AGENCY approval to a contract that requires SUCCESSOR AGENCY approval and to which SUCCESSOR AGENCY is a party, or to the specifications for such a contract;
 6. Grant SUCCESSOR AGENCY approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant SUCCESSOR AGENCY approval of, policies, standards, or guidelines for SUCCESSOR AGENCY, or for any subdivision thereof; or
- (B) Serves in a staff capacity with SUCCESSOR AGENCY and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for SUCCESSOR AGENCY that would otherwise be performed by an individual holding a position specified in City of El Cajon's Conflict of Interest Code.

¹ The City of El Cajon's Conflict of Interest Code and the Political Reform Act refer to "consultants," not "contractors." The SUCCESSOR AGENCY's professional services agreements might refer to the hired professional as a "contractor," not a "consultant," in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

DISCLOSURE DETERMINATION:

1. CONSULTANT/CONTRACTOR will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above.

No disclosure required.

2. CONSULTANT/CONTRACTOR will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of El Cajon in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the City of El Cajon's Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. *

Dept. Director
Signature

Melissa Ayres

Date

7-10-12

Name

Melissa Ayres, Director

Department

Community Development

City Attorney Approval of Determination

[Signature]

City Manager Approval

[Signature]

*CONSULTANT's disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by SUCCESSOR AGENCY. The scope of disclosure for CONSULTANT is attached hereto as Exhibit B-1.

CONFLICT OF INTEREST SCOPE OF DISCLOSURE

(For use in preparing California Form 700)

Investments: "Investment" means a financial interest in any business entity engaged in the business of residential and commercial real estate appraisal, and any other business entities that could receive a financial benefit arising out of CONSULTANT's performance under this AGREEMENT.

Real Property: "Real property" interests are limited to real property in the City of El Cajon, wherever located.

Sources of Income: "Sources of income" means income (including loans, business positions, and gifts) of CONSULTANT, or CONSULTANT's spouse or domestic partner in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of residential and commercial real estate appraisal, and any other business entities that could receive a financial benefit arising out of CONSULTANT's performance under this AGREEMENT.

[This page intentionally left blank.]

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF EL CAJON AS SUCCESSOR AGENCY
TO THE EL CAJON REDEVELOPMENT AGENCY
AND
ANDREW A. SMITH COMPANY**

This FIRST AMENDMENT TO AGREEMENT (the "FIRST AMENDMENT") is made and entered into this 8TH day of August, 2013, by and between the CITY OF EL CAJON, a California charter city and municipal corporation, as SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY") and MARK A. SMITH, dba ANDREW A. SMITH COMPANY, a sole proprietorship, ("CONSULTANT").

RECITALS

1. The CITY OF EL CAJON AS SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY") and CONSULTANT entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF EL CAJON AS SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY AND ANDREW A. SMITH COMPANY, dated July 11, 2012 (the "AGREEMENT"), by which SUCCESSOR AGENCY and CONSULTANT established the terms and conditions for general real estate appraisal services for the period of July 11, 2012 through July 10, 2013.

2. SUCCESSOR AGENCY and CONSULTANT now agree to extend the term of the AGREEMENT for one (1) additional year, from July 11, 2013 through July 10, 2014, and to modify the CONSULTANT'S fee schedule for work to be performed during the additional year.

3. This FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF EL CAJON AS SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY AND ANDREW A. SMITH COMPANY (the "FIRST AMENDMENT") is necessary to extend the term of the AGREEMENT for one (1) additional year, from July 11, 2013 through July 10, 2014.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 1 of the AGREEMENT is hereby amended to read as follows:

Section 1. Term of Agreement.

Subject to the provisions of Section 19 "Termination of Agreement" of this AGREEMENT, the term of this AGREEMENT shall be from July 11, 2012 through July 10, 2014. Such term may be extended upon written agreement of both parties to this AGREEMENT, and the approval of the OVERSIGHT BOARD for the SUCCESSOR AGENCY (the "OVERSIGHT BOARD").

Section 2. Section 31 of the AGREEMENT is hereby amended to read as follows:

Section 31. Entire Agreement.

This AGREEMENT, including the attached Exhibits "A," "B," "C" and "D," is the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SUCCESSOR AGENCY prior to the execution of this AGREEMENT. No statements, representation or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. To the extent that the terms and conditions of this AGREEMENT conflict with, or are in any way inconsistent with, the terms and conditions of Exhibits "A," "B," "C" and "D," the terms and conditions of this AGREEMENT will prevail. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives, and approved by the OVERSIGHT BOARD.

Section 3. That certain renewal proposal letter, entitled "Appraisal Services," dated May 30, 2013, attached to this FIRST AMENDMENT as Attachment "1," is hereby added to the AGREEMENT as Exhibit "D," and incorporated therein by this reference. The fee schedule set forth in Exhibit "D" shall be effective July 11, 2013, notwithstanding the effective date of this FIRST AMENDMENT.

Section 4. Except as otherwise amended by this FIRST AMENDMENT, all other terms and conditions of the AGREEMENT shall remain in full force and effect.

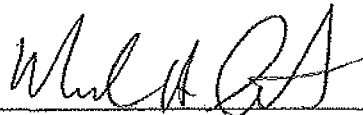
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed the day and year first above written.

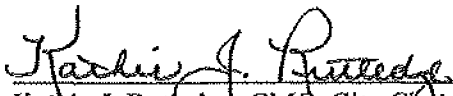
CITY OF EL CAJON,
a California charter city and
municipal corporation,
AS SUCCESSOR AGENCY TO THE
EL CAJON REDEVELOPMENT AGENCY

MARK A. SMITH, dba
ANDREW A. SMITH COMPANY,
a sole proprietorship.

By 
Douglas Williford, City Manager

By 
Mark A. Smith, Owner

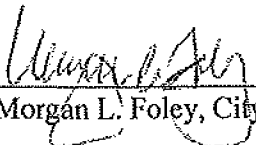
ATTEST:


Kathie L. Rutledge, CMC, City Clerk

APPROVED AS TO CONTENT:


Jenny Ficacci, Housing Manager
Community Development Department

APPROVED AS TO FORM:


Morgan L. Foley, City Attorney

ANDREW A. SMITH COMPANY

Mark A. Smith, Principal
Andrew A. Smith, MAI
1936-1999

Real Estate Appraisers & Consultants
4215 Spring Street, Suite 225
La Mesa, California 91941-7983

telephone (619) 464-8844
fax (619) 464-8813
aasco@pacbell.net

May 30, 2013

Jenny Ficacci
Housing Manager
City of El Cajon
Community Development Department - Housing Division
200 Civic Center Way
El Cajon, CA 92020

Reference: APPRAISAL SERVICES

Dear Ms. Ficacci:

I would appreciate the opportunity to continue to provide appraisal services for the city of El Cajon. The following is my company contact information:

Address: Mark A. Smith, Principal
Andrew A. Smith Company
4215 Spring Street, Suite 225
La Mesa, CA 91941

Telephone: (619) 464-8844
Fax: (619) 464-8813
Email: aasco@pacbell.net

As requested in your email I have attached a current fee schedule for your review. I look forward to being of service to the city of El Cajon. Please call if you have any questions.

Sincerely,



Mark A. Smith
Certified General Appraiser #AG006537

C:\WP\CityofElCajon.Appraiser.wpd

Exhibit "D"
(Attachment "1" to First Amendment)

ANDREW A. SMITH COMPANY

Mark A. Smith, Principal
Andrew A. Smith, MAI
1936-1999

Real Estate Appraisers & Consultants
4215 Spring Street Suite 225
La Mesa, California 91941

telephone (619) 464-8844
fax (619) 464-8813
aasco@pacbell.net

SAN DIEGO COUNTY June - 2013

Residential Fee Schedule:

Standard Single Family Homes (URAR/1004):

Under 2,500 Square Feet	\$400.00
Between 2,500 and 3,500 Square Feet	\$450.00
Over 3,500 Square Feet	Quote
Custom Design and Rural Locations	Quote

CONDO/PUD (1073):

Under 2,000 Square Feet :	\$400.00
Over 2,000 Square Feet	\$475.00

Multi Family (1025) : (2 to 4 units)

\$675.00

PHA Appraisals - An additional \$50 per property type

Property Analysis - Form 2055 (Under 2,500 Square Feet)

Form 2055 with interior inspection	\$400.00
Drive-By Exterior Inspection Only	\$300.00
Desk Appraisal - No Inspection	\$200.00

Review Services

Desk Review	\$175.00
Form 2000 - Field Review	\$250.00

Additional Services

Completion Certification - 1004D	\$125.00
Recertification of Value (within 6 months)	\$200.00
Rental Survey	\$125.00
Operating Income Statement	\$ 75.00
Additional Comps	\$125.00
Interior Photographs	\$ 75.00
PUD Addendum	\$ 75.00

Commercial Properties:

By Quote

Fee Schedule is based on properties conforming to their neighborhood. Standard product includes PDF delivery by email, Photographs of subject (front, rear, street and interior) and comparables; Statement of Limiting Conditions and Appraiser's Certification; computer generated Floor Plan sketch (when interior inspection performed); Location map; Plat map.

**AGENDA REPORT
SUCCESSOR AGENCY OVERSIGHT BOARD
February 19, 2014, Meeting**

SUBJECT: APPROVAL OF THE SUCCESSOR AGENCY FISCAL YEAR 2014-2015 BUDGET, INCLUDING THE ADMINISTRATION BUDGET

RECOMMENDED ACTION: That the Oversight Board adopts the proposed Resolution to:

1. Approve the Successor Agency Fiscal Year 2014-2015 Budget in the amount of \$12,522,620, which includes the Successor Agency Administration Budget;
2. Approve the Successor Agency Administration Budget – Fiscal Year 2014-2015 in the amount of \$250,000;
3. Authorize the Chair to submit the approved Budgets to the County Auditor Controller (“CAC”), the State Department of Finance (“DOF”), the County Administrative Officer (“CAO”), the State Controller’s Office (“SCO”), and to post on the Successor Agency website upon approval by the Oversight Board; and
4. Authorize the Successor Agency staff to carry out activities outlined in the Cooperation Agreement approved by the Oversight Board on April 26, 2012, which are necessary to meet approved obligations outlined in the Budgets, including re-entering into third party service agreements for continuation of projects pursuant to City of El Cajon adopted policies, procedures and practices, in place.

BACKGROUND:

Presented for approval and adoption is the Successor Agency Fiscal Year 2014-2015 Budget, including the Successor Agency Administration Budget – Fiscal Year 2014-2015. Both Budgets were prepared in conjunction with the Capital Improvement Project Plan and City budget process that is currently underway and consist of project/program costs that will be included in the proposed City budget for Fiscal Year 2014-2015.

As required under Health and Safety Code (“CH&SC”) Section 34177(j), the Successor Agency must prepare a proposed administrative budget for each fiscal year and submit it to the Oversight Board for its approval. The proposed administrative budget must include:

1. Estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period;
2. Proposed sources of payment for the costs identified; and
3. Proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity.

Administrative cost allowances are limited to a maximum of three percent (3%) of the property tax allocated to the Successor Agency beginning in Fiscal Year 2012-2013 and

each fiscal year thereafter. The administrative budget amount shall not be less than two hundred fifty thousand dollars (\$250,000) for any fiscal year or such lesser amount as agreed to by the Successor Agency, therefore staff has prepared the Successor Agency Administration at \$250,000 for the fiscal year.

Budgeted project costs for the Former Police Station (RD0801S) and Civic Center Revitalization Project (RDR0703S) continue to include estimated amounts programmed for needed maintenance and project management; however, demolition costs were removed at the request of DOF staff during discussions pertaining to the Long Range Property Management Plan.

Although the Long Range Property Management Plan ("LRPMP") was approved by the Oversight Board on November 21, 2012, and amended on January 15, 2014, it has not yet been approved by the DOF. Including anticipated costs for disposition in the Budget and appropriating the necessary funds in the Successor Agency budget provides for continuity and the ability to move forward with approved activities upon approval of the LRPMP without delays.

Four new projects have been included in the Fiscal Year 2014-2015 Budget with funding programmed from 2007 Tax Exempt Bond proceeds: 1) the Center City Infrastructure Improvements Project; 2) Fire Station 6 Renovation Project; 3) the Ronald Reagan Community Center Remodel; and 4) the Housing Authority Development & Revitalization Projects. The Housing Authority project is requested using the remaining Low and Moderate Income Housing Fund portion of the 2005 Tax Exempt Bond proceeds, for which the Oversight Board received written communication at its January 15, 2014, meeting.

The Greenovation Project, LM0707H, Reserve Balance funds in the amount of \$75,000 has been re-budgeted for Fiscal Year 2014-2015 in the event that project construction costs are not completed and/or invoiced until after July 1, 2014. The Reserve Balance is comprised of Low and Moderate-Income Housing Asset Funds ("LMIHAF") received during the prior fiscal year.

The Budget includes funding for ongoing or one-time activities, including:

1. Alley Improvement Project (\$50,000): a capital improvement project to improve alleys located within the Redevelopment Project Area with funding targeted from the 2007 Tax Exempt Bond proceeds. This project estimates the expenditure of construction retention funds to be spent in FY 2014-15.
2. Median Improvements (\$1,300,000): a capital improvement project for renovation and improvement existing medians through the Redevelopment Project Area. Funding is targeted from the 2007 Tax Exempt Bond proceeds and was identified in the Official Statement of the Tax Allocation Bonds Issue of 2007. This is a carryover project from FY2013-14, with a majority of construction occurring during FY2014-15.
3. Center City Infrastructure Improvements (\$700,000): a capital improvement project which provides for the renovation and improvement of existing City infrastructure located with the former El Cajon Redevelopment Project Area, including: street

- improvements, signage, lighting, landscaping, and handicap accessible renovations.
4. Fire Station 6 Renovation (\$1,700,000): a capital improvement project for complete renovation of the Fire Station 6 complex, which is a 30-year old building and one of the busiest fire stations in the United States, including administrative offices.
 5. Ronald Reagan Community Center Plaza Improvements (\$900,000): a capital improvement project adjacent to the El Cajon Library, which includes, among other things, renovations to the exterior public facility infrastructure, paving, walkways, decking, plumbing, electrical, lighting, security, irrigation, landscaping, signage, fencing, seating, and compliance with Americans with Disabilities Act.
 6. Housing Authority Development & Revitalization Projects (\$689,226): a Housing Authority project targeted for the acquisition of a multifamily project and identified in Staff Communication #3, utilizing the remaining LMIHAF portion of the 2007 Tax Allocation Bonds Issue of 2007, along with three other sources of funds, including: In-Lieu Fees, and two loan receivables from the Low and Moderate-Income Housing Asset Fund and HOME Funds.
 7. Greenovation Acquisition/Rehab/Resale Program (\$75,000): this is an ongoing project and funds are requested from Reserve Balance in the event property construction and improvements are not completed until after July 1, 2014. This project is directly associated with the \$550,000 enforceable obligation with James and Marcia Miller, dba Bay Kitchen and Bath Remodelers.
 8. Successor Agency Administration (\$250,000): administrative cost allowance for the Successor Agency of not less than 3% of RPTTF funds received, or \$250,000, whichever is greater.
 9. Successor Agency Debt Service Administration (\$4,746,269): this activity provides for the payment of principal and interest on bonds, auditing and arbitrage costs, legal, and bank charges and fees.
 10. Promissory Note due to City of El Cajon from Successor Agency (\$1,008,000): this Promissory Note is an Enforceable Obligation approved by the Oversight Board on January 15, 2014, as Resolution No. OB-06-14, and is the result of State Controller's Office ("SCO") order to remit unallowable transfers for the \$1,000,000 down payment and the first \$840,665 payment for 100 Fletcher Parkway. The Note was also approved by the City of El Cajon on January 28, 2014.
 11. Hazmat Testing/Park & Ballantyne (\$54,400): environmental remediation costs associated with a Reimbursement and Indemnity Agreement dated December 16, 2003. Ongoing corrective action and assessment activities will occur at the site until case closure can be achieved through the County Department of Environmental Health.
 12. Hazmat Testing/Prescott Promenade (\$22,000): environmental remediation costs associated with a Settlement Agreement dated September 15, 1995. Ongoing corrective action and assessment activities will occur at the site until case closure can be achieved through the County Department of Environmental Health.
 13. SW Corner/Environmental Testing (\$27,000): environmental remediation costs

associated with a Reimbursement and Indemnity Agreement dated April 11, 2002. Case closure is anticipated within the first six months of FY 2014-15.

14. Former Police Station (100 Fletcher Parkway) (\$874,065): ongoing property operating, management, maintenance, and Promissory Note payments costs of a former Redevelopment Agency property until disposal. Staff anticipates sale/transfer of the property within the first six months of FY 2014-15.
15. Johnson Avenue Corridor Revitalization Project (\$14,060): ongoing property operating and maintenance costs for 588 N. Johnson and 531-555 Raleigh Avenues until disposal. Staff anticipates sale of the properties during the first six months of FY 2014-15.
16. DDA Projects Monitoring (\$29,000): ongoing internal and external costs directly related to the servicing, legal, collections, monitoring and management costs associated with outstanding Disposition and Development Agreements, Owner Participation Agreements, Operating Agreements and other agreements and receivables not directly associated with a project. While staff has requested termination of five Owner Participation and Disposition and Development Agreements during FY 2013-14, several others will remain active for ten or more years before termination can occur. Staff will bring forward all agreements determined to be suitable for termination on an ongoing basis.
17. Real Property Asset Management (\$39,200): ongoing maintenance and operating costs associated with former Redevelopment Agency properties not directly associated with a budgeted project, including utilities, repairs, landscaping, and maintenance until disposal. Staff anticipates all properties to be transferred during the first six months of FY 2014-15.
18. Civic Center Complex Revitalization Project (\$44,400): ongoing property operating, management and maintenance costs for 115 Rea, 118-130 Rea, 141 N. Magnolia Avenues, and Rea Parking Lot, until disposal. Staff anticipates sale/transfer of the properties within the first six months of FY 2014-15.

Activities and projects identified in the Successor Agency Fiscal Year 2014-2015 Budget will be further detailed in ROPS 14-15A, which is a companion item on today's Oversight Board agenda.

Finally, in the absence of contracting procedures for the Oversight Board, the Successor Agency will continue to employ the policies, procedures and practices in place with the City of El Cajon with respect to execution and re-entering into contracts necessary for the continuation of activities outlined in the Budget, as authorized under the Cooperation Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan, approved by the Oversight Board on April 26, 2012.

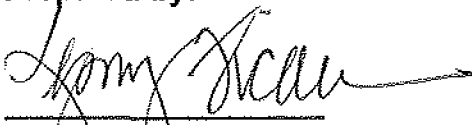
FISCAL IMPACT:

This action will approve the Successor Agency Fiscal Year 2014-2015 Budget with estimated funding of \$12,522,620, which includes the minimum \$250,000 Administrative Allowance.

ATTACHMENTS:


1. Proposed Resolution
2. Successor Agency - Fiscal Year 2014-2015 Budget Summary
3. Project Sheets, including Successor Agency Administration and the \$1,000,000 Promissory Note (18)

Prepared by:



Jenny Ficacci
Housing Manager

Reviewed by:



Majed Al-Ghafry
Secretary / Assistant City Manager

Approved by:



Douglas Williford
Executive Director / City Manager

[This page intentionally left blank.]

RESOLUTION NO. OB-10-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER EL CAJON REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2014-2015 SUCCESSOR AGENCY BUDGET, INCLUDING THE SUCCESSOR AGENCY ADMINISTRATION BUDGET

WHEREAS, the Oversight Board (the "Oversight Board") of the Successor Agency of the former El Cajon Redevelopment Agency (the "Successor Agency") held a regularly scheduled meeting on February 19, 2014, at which time it considered a proposed Successor Agency Budget, including the Successor Agency Administration Budget for the period of July 1, 2014, to June 30, 2015; and

WHEREAS, the City of El Cajon as Successor Agency Fiscal Year 2014-2015 Budget totals \$12,522,620, which includes the minimum allocation of \$250,000 for Successor Agency Administration;

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY, AS FOLLOWS:

- A. The Oversight Board finds that:
 - 1. The recitals above are true and correct and have been incorporated herein by reference.
 - 2. Approval of the Successor Agency Budget and the Successor Agency Administrative Budget is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because the proposed budgets will not cause a significant adverse physical change to the environment either directly or indirectly.
- B. The Oversight Board hereby APPROVES the Fiscal Year 2014-2015 Successor Agency Budget of \$12,522,620.
- C. The Oversight Board hereby APPROVES the Successor Agency Administration Budget for Fiscal Year 2014-2015 of \$250,000, in the form and content attached hereto as **Exhibit "A"** and incorporated herein by this reference.
- D. The Oversight Board hereby AUTHORIZES the Chair to submit the approved Successor Agency Budget for the period of July 1, 2014, to June 30, 2015, to the County Auditor Controller, the State Department of Finance, the County Administrative Officer, the State Controller's Office, and to post on the Successor Agency website.

- E. The Oversight Board hereby AUTHORIZES Successor Agency staff to carryout activities outlined in the Cooperation Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan approved by the Oversight Board on April 26, 2012, which are necessary to meet obligations outlined in the ROPS, including re-entering into third party service agreements for continuation of projects pursuant to City of El Cajon adopted policies, procedures and practices, in place.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the Oversight Board of the Successor Agency of the former El Cajon Redevelopment Agency at a regularly scheduled meeting held this 19th day of February 2014, by the following vote to wit:

AYES :
NOES :
ABSENT :

Debra Turner-Emerson, Chairperson

ATTEST:

Majed Al-Ghafry, Oversight Board Secretary

[This page intentionally left blank.]

**SUCCESSOR AGENCY
FISCAL YEAR 2014-2015 BUDGET SUMMARY**
for the periods July 1, 2014 - December 2014 and January 1, 2015 - June 30, 2015

Activity/ Project	Activity/Project Name	ROPS Item #'s	July-Dec 2014	Jan-Jun 2015	Total Fiscal Year 2014-15
<u>Bond Proceeds</u>					
RD1015S	Alley Improvement Project	59	\$ 50,000	\$ -	\$ 50,000
RDR0705S	Median Improvements (Note 2)	60	\$ 1,300,000	\$ -	\$ 1,300,000
RD1501S	Center City Infrastructure Improvements (Note 2)	96	\$ 700,000	\$ -	\$ 700,000
RD1502S	Fire Station 6 Renovation (Note 2)	94	\$ 1,700,000	\$ -	\$ 1,700,000
RD1503S	Ronald Reagan Community Center Plaza (Note 2)	95	\$ 900,000	\$ -	\$ 900,000
HA1501	Housing Authority Development & Revitalization Projects (Note 3)	92	\$ 689,226	\$ -	\$ 689,226
	Total Bond Proceeds		\$ 5,339,226	\$ -	\$ 5,339,226
<u>Reserve Balance (LMIHAF)</u>					
LM0707H	Greenovation Acquisition/Rehab/Resale Program	34	\$ 75,000	\$ -	\$ 75,000
<u>Administrative Allowance</u>					
0590110	Successor Agency Administration (Note 1)	7, 8	\$ 125,000	\$ 125,000	\$ 250,000
<u>RPTTF / Other Funds</u>					
0490000	Successor Agency Debt Service Fund	1-5	\$ 2,380,338	\$ 2,365,931	\$ 4,746,269
0790000	Promissory Note due to City (Note 4)	91	\$ 1,008,000	\$ -	\$ 1,008,000
RD0704S	Hazmat Testing/Park & Ballantyne	11, 61-65	\$ 32,200	\$ 22,200	\$ 54,400
RD0705S	Hazmat Testing/Prescott Promenade	12, 66-67	\$ 11,000	\$ 11,000	\$ 22,000
RD0706S	SW Corner/Environmental Testing	13-14, 68-69, 80	\$ 23,000	\$ 4,000	\$ 27,000
RD0801S	Former Police Station (100 Fletcher Parkway)	15-16, 70-72	\$ 874,065	\$ -	\$ 874,065
RD1017S	Johnson Avenue Corridor Revitalization Project	75-78	\$ 14,060	\$ -	\$ 14,060
RD1201S	DDA Projects Monitoring	80, 93	\$ 22,000	\$ 7,000	\$ 29,000
RD1202S	Real Property Asset Management	19, 82-84	\$ 39,200	\$ -	\$ 39,200
RDR0703S	Civic Center Complex Revitalization Project	21, 86-89	\$ 44,400	\$ -	\$ 44,400
			\$ 4,448,263	\$ 2,410,131	\$ 6,858,394
FISCAL YEAR 2014-2015 BUDGET/ROPS for Oversight Board Approval			\$ 9,987,489	\$ 2,535,131	\$ 12,522,620

NOTE (1) (A) Successor Agency Administration Allowance (3% of TOTAL RPTTF)

(B) Minimum Successor Agency Administration Allowance

\$ 250,000

Greater of (A) or (B) = Successor Agency Administration Allowance FY2014-15

\$ 250,000

NOTE (2) RDA 2007 Tax Allocation Bonds

NOTE (3) RDA 2005 Tax Allocation Bonds (Low & Moderate Income Housing Fund portion)

NOTE (4) Promissory Note \$1,000,000 plus accrued interest approved 01/15/2014, Reso 08-06-14

[This page intentionally left blank.]

SUCCESSOR AGENCY CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Alley Improvement Project

ACTIVITY:
PROJECT NO:

0597900
RD1016S

Description:

This project will target alleys within the Redevelopment Project Area that are in need of major repair, thereby relieving surrounding traffic congestion and intensify public and private use.

Justification:

Current alley conditions deter public and private use and invite criminal activity. This project will provide infrastructure improvements to alleys located within the Project Area that are currently deteriorated, have serious deficiencies, or are underutilized or blighted.

Scheduling:

The Project was initiated in FY 2013-14 upon receipt of issuance of the Finding of Completion by the California Department of Finance ("DOF") and the project is anticipated to be completed in June 2014, with carryover expenditures anticipated during FY 2014-15.

Relationship to General & Community Plans:

Consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Project costs to be paid from the proceeds of the former El Cajon Redevelopment Agency Tax Allocation Bonds Issue of 2007 now under the control of the Successor Agency. Expenditure of project funds are subject to placement of each Recognized Obligation Payment Schedule (ROPS) for approval by the appointed Oversight Board and the DOF.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Engineering Services-Internal (8336)					-	-
Legal Services (8345)					-	-
Other Prof/Tech Services (8395)					-	-
Internal Prof/Tech Services (8386)					-	-
Advertising (8522)					-	-
Contributions (8530)		275,000	50,000	-	50,000	325,000
Overhead Reimbursement/External (8531)					-	-
Permits & Fees (8560)					-	-
Land Acquisition (9050)					-	-
Construction-Buildings (9060)					-	-
Construction-Bldgs (9060)					-	-
Infrastructure (9065)					-	-
PROJECT COST TOTAL:	-	275,000	50,000	-	50,000	325,000
Source(s) of Funds:						-
Successor Agency RDA 2007 Bond (0597)		275,000	50,000	-	50,000	325,000
FUNDING TOTAL:	-	275,000	50,000	-	50,000	325,000

SUCCESSOR AGENCY CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Median Improvements

ACTIVITY:
PROJECT NO:

0597900
RDR0705S

Description:

This project provides funding for the renovation and improvement of existing medians throughout the Redevelopment Project Area.

Justification:

The former El Cajon Redevelopment Agency previously commissioned a study to analyze the existing conditions of median islands through the Project Area. Bond proceeds will be used to provide upgrades to median island infrastructure, including the reconstruction of median islands, irrigation, cross walks, lighting, and where applicable, compliance with the Americans With Disabilities Act.

Scheduling:

Design and construction was re-initiated in FY 2014-15 upon receipt of issuance of the Finding of Completion by the California Department of Finance ("DOF") and is anticipated for completion during FY 2014-15.

Relationship to General & Community Plans:

Consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Project costs to be paid from the proceeds of the former El Cajon Redevelopment Agency Tax Allocation Bonds Issue of 2007 now under the control of the Successor Agency. Expenditure of project funds are subject to placement on each Recognized Obligation Payment Schedule (ROPS) for approval by the appointed Oversight Board and the DOF.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Consulting Services (8325)					-	-
Engineering Services-Internal (8336)					-	-
Other Prof/Tech Services (8395)					-	-
Advertising (8522)					-	-
Contributions (8530)		35,000	1,300,000	-	1,300,000	1,335,000
Overhead Reimbursement/External (8531)					-	-
Permits & Fees (8560)					-	-
Printing & Binding (8570)					-	-
Construction-Buildings (9060)					-	-
Land Improvements (9055)					-	-
Land Improvements Contingency (9055)					-	-
Infrastructure (9065)					-	-
PROJECT COST TOTAL:	-	35,000	1,300,000	-	1,300,000	1,335,000
Source(s) of Funds:						-
Successor Agency RDA 2007 Bond (0597)		35,000	1,300,000	-	1,300,000	1,335,000
FUNDING TOTAL:	-	35,000	1,300,000	-	1,300,000	1,335,000

SUCCESSOR AGENCY CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Center City Infrastructure Improvements

ACTIVITY:
PROJECT NO:

0597900
RD1501S

Description:

This project provides for the renovation and improvement of existing landscaping, resurfacing or overlay of streets, infrastructure, signage, lighting, cross walks, and street improvements throughout the former El Cajon Redevelopment Project Area.

Justification:

The infrastructure, street surfaces and landscaping within the boundaries of the El Cajon Redevelopment Project Area are antiquated and in need of upgrades. The current infrastructure does not meet the needs of the community due to age and deterioration. Bond proceeds will be used to provide upgrades to infrastructure, including, but not limited to, landscaping, irrigation, cross walks, lighting, and where applicable, compliance with Americans With Disabilities Act.

Scheduling:

The Project will be initiated in FY 2014-15 upon approval of the project on each Recognized Obligation Payment Schedule (ROPS) by the California Department of Finance (DOF) and an appointed Oversight Board. Projects will be budgeted each year, or intermittently, until bond proceeds are fully expended.

Relationship to General & Community Plans:

Consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Project costs to be paid from the proceeds of the former El Cajon Redevelopment Agency Tax Allocation Bonds Issue of 2007 now under the control of the Successor Agency. Expenditure of project funds are subject to placement on each Recognized Obligation Payment Schedule (ROPS) for approval by the appointed Oversight Board and the DOF.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Engineering Services-Internal (8336)					-	-
Legal Services (8345)					-	-
Other Prof/Tech Services (8395)					-	-
Internal Prof/Tech Services (8396)					-	-
Advertising (8522)					-	-
Contributions (8530)			700,000	-	700,000	700,000
Overhead Reimbursement/External (8531)					-	-
Permits & Fees (8560)					-	-
Land Acquisition (9050)					-	-
Construction-Buildings (9060)					-	-
Construction-Bldgs (9060)					-	-
Infrastructure (9065)					-	-
PROJECT COST TOTAL:	-	-	700,000	-	700,000	700,000
Source(s) of Funds:						-
Successor Agency RDA 2007 Bond (0597)			700,000	-	700,000	700,000
FUNDING TOTAL:	-	-	700,000	-	700,000	700,000

SUCCESSOR AGENCY CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Fire Station 6 Renovation

ACTIVITY:
PROJECT NO:

0597900
RD1502S

Description:

This project will renovate the entire Fire Station 6 facility and complex, along with administrative offices. Proposed renovations include improvements to dorm rooms, restrooms, work out room, secured parking facilities, roll-up doors for the apparatus bay, replacement of leaking skylights throughout, storage and laundry room facilities, as well as improvements to the administrative offices.

Justification:

Fire Station 6 is over 30 years old and is one of the busiest Fire Stations in the United States. Although the facility has been properly maintained, the high usage and call volume has created the need for significant renovations.

Scheduling:

Design and construction to be begin in FY 2014-15 upon approval of the project by the appointed Oversight Board and California Department of Finance (DOF).

Relationship to General & Community Plans:

Consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Project costs to be paid from the proceeds of the former El Cajon Redevelopment Agency Tax Allocation Bonds Issue of 2007 now under the control of the Successor Agency. Expenditure of project funds are subject to placement on each Recognized Obligation Payment Schedule (ROPS) for approval by the appointed Oversight Board and the DOF.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Engineering Services-Internal (8336)					-	-
Legal Services (8345) (34)					-	-
Other Prof/Tech Services (8395)					-	-
Internal Prof/Tech Services (8396)					-	-
Advertising (8522)					-	-
Contributions (8530)			1,700,000	-	1,700,000	1,700,000
Overhead Reimbursement/External (8531)					-	-
Permits & Fees (8560) (34)					-	-
Land Acquisition (9050)					-	-
Construction-Buildings (9060)					-	-
Construction-Bldgs (9060)					-	-
Infrastructure (9065)					-	-
PROJECT COST TOTAL:	-	-	1,700,000	-	1,700,000	1,700,000
Source(s) of Funds:						-
Successor Agency RDA 2007 Bond (0597)			1,700,000	-	1,700,000	1,700,000
FUNDING TOTAL:	-	-	1,700,000	-	1,700,000	1,700,000

SUCCESSOR AGENCY CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Ronald Reagan Community Center Plaza

ACTIVITY:
PROJECT NO:

0597900
RD1603S

Description:

This project provides for the renovation and improvement of existing facilities surrounding the Ronald Reagan Community Center, Library and parking lot adjacent to Lexington Sr. Apartments

Justification:

The project will provide substantial improvements to the exterior of public facilities infrastructure, including: the reconstruction of paving, walkways, decking, plumbing, electrical, lighting, light poles, security cameras, irrigation, landscaping, signage, monument signs, barrier walls, railing, gates, fencing, bollards, site furnishings, storage area, patio areas, awning structures, seating, and where applicable, compliance with Americans With Disabilities Act.

Scheduling:

Design and construction to be completed in FY 2014-15 upon approval of the project on each Recognized Obligation Payment Schedule (ROPS) by the appointed Oversight Board and California Department of Finance (DOF).

Relationship to General & Community Plans:

Consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Project costs to be paid from the proceeds of the former El Cajon Redevelopment Agency Tax Allocation Bonds issue of 2007 now under the control of the Successor Agency. Expenditure of project funds are subject to placement on each Recognized Obligation Payment Schedule (ROPS) for approval by the appointed Oversight Board and the DOF.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Engineering Services-Internal (8336)					-	-
Legal Services (8345) (34)					-	-
Other Prof/Tech Services (8395)					-	-
Internal Prof/Tech Services (8396)					-	-
Advertising (8522)					-	-
Contributions (8530)			900,000	-	900,000	900,000
Overhead Reimbursement/External (8531)					-	-
Permits & Fees (8560) (34)					-	-
Land Acquisition (9050)					-	-
Construction-Buildings (9060)					-	-
Construction-Bldgs (9060)					-	-
Infrastructure (9065)					-	-
PROJECT COST TOTAL:	-	-	900,000	-	900,000	900,000

Source(s) of Funds:						
						-
Successor Agency RDA 2007 Bond (0597)			900,000	-	900,000	900,000
					-	-
FUNDING TOTAL:	-	-	900,000	-	900,000	900,000

LOW AND MODERATE-INCOME HOUSING ASSET FUND PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Housing Authority Development & Revitalization Projects **ACTIVITY:** 298900
PROJECT NO: HA1501

Description:

This project provides for the acquisition and ongoing management of a multi-family residential complex, to be acquired by the El Cajon Housing Authority and intended to produce, replace or preserve affordable housing units for extremely low- and low-income households, that are potentially at risk of conversion to market rate, pursuant to Senate Bill 341.

Justification:

Prior to the dissolution of the El Cajon Redevelopment Agency effective February 1, 2013, the Housing Authority elected to become the successor housing entity and accept the transfer of housing assets and functions. Housing Authorities Law provides that the primary purpose of a Housing Authority is to provide decent, safe and sanitary housing for persons of low income. In addition, Senate Bill 341 (SB 341) that was approved on October 13, 2013, further deepened the income levels for which successor housing entities must spend Low and Moderate Income Housing Funds (LMIHAF). This project anticipates the return of two loan receivables from the Laurel Village Project and anticipates acquisition of the property or return of the funds for identification and acquisition of another property in order to further the production of affordable housing units.

Scheduling:

As LMIHAF and other funds are returned or reprogrammed by the City and Housing Authority, properties will be identified and presented to the City Council and Housing Authority for potential acquisition. Use of 2005 Low and Moderate-Income Housing Fund bond proceeds for acquisition and or rehabilitation will be subject to approval by the Oversight Board and the California Department of Finance (DOF).

Relationship to General & Community Plans:

This project is consistent with the General Plan for designation for housing and meets the objectives of both SB 341 and Housing Authorities Law for the production or preservation of affordable housing units at risk of conversion to market rate.

Operating Budget Impact:

Project costs to be leveraged utilizing four funding sources, including: LMIHF, In-Lieu Funds, HOME Funds, and 2005 LMIHAF Bond proceeds. Funding utilizing 2005 LMIHAF Bond proceeds are subject to placement on each Recognized Obligation Payment Schedule (ROPS), for approval by the Oversight Board and California Department of Finance.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Legal Services (8345)			12,000	12,000
Other Prof/Tech Services (8395)			46,433	46,433
Internal Prof/Tech Services (8396)			32,711	32,711
Property Insurance (8516)			10,000	10,000
Property Taxes (8573)			4,020	4,020
Rent Expense (8574)			17,216	17,216
Repairs & Maintenance (8576)			50,000	50,000
Service Maintenance Contracts (8584)			13,200	13,200
Utilities (8598)			42,000	42,000
Land Acquisition (9050)			3,350,000	3,350,000
Contingency (9060)			2,420	2,420
PROJECT COST TOTAL:	-	-	3,580,000	3,580,000

Source(s) of Funds:				
Low and Moderate Income Hsg Asset Fund (298)	-	-	1,775,959	1,775,959
In-Lieu Fund (299)			282,772	282,772
HOME Funds (275)			832,043	832,043
2005 LMIHF Bonds (0295)			689,226	689,226
Rental Income				-
FUNDING TOTAL:	-	-	3,580,000	3,580,000

LOW AND MODERATE-INCOME HOUSING ASSET FUND PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Greenovation Acquisition/Rehabilitation/Resale Program

ACTIVITY:

298900

PROJECT NO:

LM0707H / LM0707

Description:

This project provides funding for the acquisition of substandard or blighted single-family or multi-family properties to be sold to first-time homebuyers or transferred to the Housing Authority upon completion. Each property will be rehabilitated to include much needed health and safety, green and energy efficient improvements. Each unit will then be re-sold to low-and moderate- income households under the California Dream First-Time Homebuyer Program through a return of program funds. Multi-family properties may be retained by the Housing Authority. Improvements may include, but is not limited to: low flow toilets and fixtures, programmable thermostats, solatube or skylights, high "R" value insulation, tankless waterheaters, whole house fans, energy efficient windows and doors, solar panels, xeriscape landscaping, etc.

Justification:

As the costs of housing and daily living expenses continue to escalate and natural resources dwindle, household income available for home improvements declines and properties suffer with deferred maintenance. The program will increase owner-occupied homeownership or increase the number of affordable housing units in the City, increase affordability with reduced utility costs, improve and extend the life of existing housing stock, eliminate blighting conditions, mandate energy efficient improvements, minimize the strain on natural resources, and improve the social, economic and environmental vitality of our community.

Scheduling:

Implementation of the Program occurred in March 2011 and has been delayed due to ABx1 26 and dissolution of the former redevelopment agency. Transfer of former Low and Moderate-Income Housing Assets and Functions to the Housing Authority, including the existing contract with Bay Kitchen and Bath, occurred effective February 1, 2012. Project plans have been prepared and submitted to the Community Development for review, comments and/or revisions. Selection of a general contractor is expected in early Spring 2014.

Relationship to General & Community Plans:

The Project is consistent with the General Plan designation for housing and meets the objectives of Community Redevelopment Law for blight removal and creation of affordable housing.

Operating Budget Impact:

No impact to the General Fund. All costs will be paid with Reserve Balance funds received by the Successor Agency to pay the Enforceable Obligation with Bay Kitchen and Bath Remodelers, including eligible project management costs, LMIHAF, or lease revenues generated by the project. Use of Reserve Balance funds are subject to placement on each Recognized Obligation Payment Schedule (ROPS) for approval by the Oversight Board and California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Salaries & Benefits (7110-7360)	62					62
Legal Services (8345) (47)	2,200	1,000	2,000	2,000	4,000	7,200
Other Prof/Tech Services - Project Mgr Fees (8395)	12,100	30,750	11,250	-	11,250	54,100
Other Prof/Tech Services (8395) - Title/Escrow			6,000	2,500	8,500	8,500
Other Prof/Tech Services (8395) - Property Mgmt				2,250	2,250	2,250
Internal Prof/Tech Services (8396)	12,394	10,000	10,000	5,000	15,000	37,394
Insurance (8516)				2,400	2,400	2,400
Bank Charges & Fees (8524)	30	100			-	130
Contributions (8530)					-	-
Property Taxes (8573)				700	700	700
Repairs & Maintenance (8576)				12,240	12,240	12,240
Service/Maintenance Agrmts (8584)				3,672	3,672	3,672
Utilities (8598)				7,920	7,920	7,920
Land Improvements / Abatement & Demo (9055)					-	-
Contingency (9060)			10,000	10,000	20,000	20,000
Transfer Out (9910)	559,825				-	559,825
Loan Disbursements (9990) balance	251,516	223,484	75,000	-	75,000	550,000
Projects (Unexpended Funds to RORF)	317,917				-	317,917
PROJECT COST TOTAL:	1,156,044	265,334	114,250	48,682	162,932	1,584,310

Source(s) of Funds:						
Redevelopment Property Tax Trust Fund (RPTTF)	-	-	-	-	-	-
Low and Moderate Income Hsg Asset Fund (298)	36,394		39,250	48,682	162,932	199,326
Lease Revenue				21,411	21,411	21,411
Reserve Balance	1,119,650	265,334	75,000			1,384,984
FUNDING TOTAL:	1,156,044	265,334	114,250	70,093	184,343	1,605,721

SUCCESSOR AGENCY ADMINISTRATION FISCAL YEAR 2014-2015

PROJECT NAME: Successor Agency Administration

ACTIVITY:

0590110

PROJECT NO:

Description:

The purpose of this activity is to receive revenues and pay administration costs of the Successor Agency (SA), not to exceed the following limits: 3% of the property tax allocated to the SA during FY 2012-2013 and beyond, with a minimum of \$250,000.

Justification:

Pursuant to ABx1 26, the City of El Cajon affirmed its intent to act as the Successor Agency to the former El Cajon Redevelopment Agency on January 10, 2012. The Successor Agency is responsible, subject to Oversight Board approval, for the payment of Enforceable Obligations (EO), maintaining reserves, performing obligations pursuant to any EO, to remit unencumbered redevelopment agency funds, dispose of assets, enforce and former redevelopment agency agreements and collect revenues, transfer housing functions and assets, wind down the affairs of the redevelopment agency, continue development of properties, prepare an administrative budget, provide administrative cost estimates to the County Auditor-Controller for each six-month fiscal period, and prepare a Recognized Obligation Payment Schedule (ROPS) for each six-month fiscal period.

Scheduling:

Ongoing activity. Funds during FY 2012-2013 and beyond will be received from Redevelopment Property Tax Trust Fund (RPTTF) payments received from the County of San Diego Auditor-Controller or other funds, including retained assets.

Relationship to General & Community Plans:

Consistent with the provisions of ABx1 26.

Operating Budget Impact:

The City as Successor Agency will receive RPTTF monies, Reserve Balance, or Other Funds, for payment of administrative costs for this activity upon approval of an administrative budget by the Oversight Board, with a minimum of \$250,000 per year. Expenditures that exceed the 3% allowance or \$250,000 limit must be paid by the Successor Agency and covered elsewhere.

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Salaries & Benefits (7000)	4,692	-	-	-	-	-
Office Supplies (8150)	910	300	300	300	600	900
Accounting & Auditing (8310)	12,025	6,000	-	6,000	6,000	12,000
Legal Services (8345)	11,024	10,000	5,000	5,000	10,000	20,000
Records Management (8355)	540	500	250	250	500	1,000
Other Prof/Tech Services (8395)	-	4,005	-	-	-	4,005
Internal Prof/Technical Services (8396)	325,077	227,795	118,675	112,675	231,350	459,145
Advertising (8522)	250	1,000	500	500	1,000	2,000
Postage & Shipping (8568)	18	250	200	200	400	650
Overhead Reimbursement (8510)	-	-	-	-	-	-
Training/Meetings (8594)	244	150	75	75	150	300
Transfer Out (9910)	-	-	-	-	-	-
PROJECT COST TOTAL:	354,780	250,000	125,000	125,000	250,000	500,000

Source(s) of Funds:						
Transfer in from 0490000-9910 (0590)		-	-	-	-	-
Redevelopment Property Tax Trust Funds (RPTTF)	354,780	250,000	125,000	125,000	250,000	500,000
Other Funds						
FUNDING TOTAL:	354,780	250,000	125,000	125,000	250,000	500,000

City of El Cajon
Fiscal Year 2014-2015 Annual Budget

ACTIVITY: SUCCESSOR AGENCY DEBT
SERVICE FUND

ACTIVITY NO: 0490000

Mission Statement:

With the dissolution of redevelopment agencies throughout the State of California effective February 1, 2012, the mission or purpose of the Successor Agency Debt Service Fund is to account for the Redevelopment Property Tax Trust Funds (RPTTF) to be used for the payment of enforceable obligations, including debt service payments for the 2007, 2005 and 2000 tax allocation bonds and to pay for ongoing financial services required by the bond covenants.

Description:

The Successor Agency Debt Service Fund accounts for the Redevelopment Property Tax Trust Funds (RPTTF) received from the County Auditor-Controller's Office (CAC) to pay enforceable obligations that are associated with the outstanding tax allocation bonds. This fund also accounts for cash and investments held by the fiscal agents as required by the bond covenants.

	2012-13 Actual	2013-14 Estimated	2014-15 July- Dec	2014-15 Jan- June	2014-15 Proposed
Accounting & Auditing (8310) (30)	5,025	7,000	5,000	5,000	10,000
Legal Services (8345)		1,000	10,000	-	10,000
Bank Charges & Fees (8524) - BNY, Bondlogix (4)	6,784	8,000	5,000	2,500	7,500
Bank Charges & Fees (8524) - County of SD (5)	250				-
Principal (8810) - 2007 Bonds (3)	315,000	502,500	172,500	177,500	350,000
Principal (8810) - 2005 Bonds (2)	1,010,000	1,587,500	542,500	562,500	1,105,000
Principal (8810) - 2000 Bonds (1)	30,000	55,000	20,000	25,000	45,000
Interest (8820) - 2007 Bonds (3)	607,019	593,707	293,347	286,016	579,363
Interest (8820) - 2005 Bonds (2)	1,505,905	1,464,805	721,953	698,897	1,420,850
Interest (8820) - 2000 Bonds (1)	1,223,875	1,221,405	610,038	608,518	1,218,556
ERAF/Payments to Affected Taxing Entities (8880)					
Transfer Out (9910)	24,705				
Transfer Out (9910) - 0590110					-
					-
PROJECT COST TOTAL:	4,728,563	5,440,917	2,380,338	2,365,931	4,746,269

Source(s) of Funds:					
Redevelopment Property Tax Trust Fund (RPTTF)	4,728,563	5,440,917	2,375,981	2,365,931	4,741,912
Other Funds			4,357	-	4,357
FUNDING TOTAL:	4,728,563	5,440,917	2,380,338	2,365,931	4,746,269

Goals:

1. Ensure that the Successor Agency faithfully performs and abides by all of the covenants, undertakings and provisions contained in the 2000, 2005 and 2007 bond issues, including the covenants and agreements for the benefit of the bond owners;
2. Ensure the transmission of accurate and timely payments of all outstanding debt service payments.

Financial Comments:

All expenditures are paid from the Successor Agency Debt Service Fund; there is no impact to the General Fund. The Successor Agency Debt Service Fund will receive RPTTF, Reserve Balance, or Other Funds to pay debt service obligations identified in an approved ROPS. Expenditures anticipated to be incurred during the first six months of FY 2014-2015 are included in the ROPS 14-15A for the period July 1, 2014, to December 31, 2014, which must be approved by the Oversight Board and the California Department of Finance.

PROMISSORY NOTE
(Variable Interest)

\$1,000,000

El Cajon, California
January 28, 2014

FOR VALUE RECEIVED, the CITY OF EL CAJON, solely in its capacity as the SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Borrower") promises to pay to the CITY OF EL CAJON, a charter city and municipal corporation in the state of California ("Lender") at 200 Civic Center Way, El Cajon, California 92020, or at such other address as Lender may direct from time-to-time in writing, the amount of One Million and no/100 Dollars (\$1,000,000.00) (the "Note Amount"). All sums payable hereunder shall be payable in lawful money of the United States of America.

1. Interest Rate. The loan shall bear interest on an adjustable rate, to be equivalent to the rate of interest that the Lender would otherwise have received on its investments with the Local Agency Investment Fund ("LAIF") effective upon the date of adoption of the resolution to approve this Promissory Note, with interest accruing from the date of disbursement by Lender until paid.
2. Installments. Borrower promises to pay the Note Amount in one or more installments (each, an "Installment") from Redevelopment Property Tax Trust Fund ("RPTTF") monies received by Borrower from the County Auditor-Controller's office for enforceable obligation project expenditures listed on a Recognized Obligations Payment Schedule ("ROPS") approved by the California Department of Finance ("DOF") in the following manner: On or about July 1, 2014, or such date as the Borrower next receives payment of RPTTF monies based on a DOF-approved ROPS the Borrower shall pay to the Lender the Note Amount, plus interest accrued through the date of this first Installment, with the payment first applied to interest accrued and the balance applied to the payment of principal. Should the first Installment of RPTTF funds be insufficient to pay the entire Note Amount, the unpaid balance shall continue to accrue interest and the balance of the Note Amount, plus interest accrued through the date of payment, shall be due at the second Installment, which shall be on or about January 2, 2015, or such date as the Borrower receives its next payment of RPTTF funds from the County Auditor-Controller's office. The Note Amount, including accrued interest, may be prepaid without penalty.
3. Acceleration. At its option, Lender may determine that Borrower is in default and may, consequently, accelerate the maturity of all installments, making the

unpaid balance of the Note Amount due immediately without presentment for payment or any notice, if Borrower fails to pay an installment when due.

4. Borrower Assignment Prohibited. In no event shall Borrower assign or transfer any portion of this Promissory Note without the prior express written consent of Lender, which consent may be given or withheld at Lender's sole discretion.
5. Non-Waiver. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment.
6. Successors Bound. This Promissory Note shall be binding upon the parties hereto and their respective successors and assigns.

Executed the date set forth above.

"BORROWER"

CITY OF EL CAJON, solely in its capacity as the
SUCCESSOR AGENCY TO THE EL CAJON
REDEVELOPMENT AGENCY, a public body, corporate
and politic

By: 
Douglas Williford, City Manager

ATTEST:


Belinda Hawley, City Clerk

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Hazmat Testing / Park & Bailantyne

ACTIVITY:
PROJECT NO:

0590900
RD0704S

Description:

This activity provides for ongoing testing and monitoring costs of a former Brownfields Site, as required under an Accomodation Agreement dated April 16, 1996, a Disposition and Development Agreement dated January 29, 2003, and a Reimbursement and Indemnity Agreement between the former El Cajon Redevelopment Agency and Priest Development Corporation.

Justification:

This activity includes remediation of the site of a leaking underground storage tank (LUST) from a former gasoline station. The Redevelopment Agency purchased the property for the purposes of converting a known Brownfields location to residential development and entered into an Accomodation Agreement on April 16, 1996, for environmental cleanup of the property. The Agency then entered into a Disposition and Development Agreement with Priest Development Corporation on January 29, 2003, and a Reimbursement and Indemnity Agreement with Priest Development Corporation on December 16, 2003, whereby the Agency indemnified the developer and/or agreed to reimburse the developer for hazardous waste removal activities. With the assistance of the County of San Diego LUST team, the Redevelopment Agency successfully achieved clearance in order to begin the development of 103 single-family townhomes. Testing of the site requires four consecutive quarters to meet County requirements for closure status. In FY 2013-14, the Successor Agency consultant, SCS Engineers, obtained authorization from the City and a private owner to install two new groundwater monitoring wells and destroy one non-performing well. Ongoing testing and monitoring will be required until a Corrective Action Plan can be approved by the County Department of Environmental Health (DEH).

Scheduling:

Ongoing project until testing results in minimal findings and clearance through the County Department of Environmental Health (DEH).

Relationship to General & Community Plans:

Consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-16 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Consulting Services (8325)					-	-
Engineering Services (8335)					-	-
Engineering Services-Internal (8338) (35)	1,216				-	1,216
Legal Services (8345) - MLEBF	310		700	700	1,400	1,710
Other Prof/Tech Services (8395) - SCS Engineers	158,122	43,800	25,000	15,000	40,000	241,922
Other Prof/Tech Services (8395) - County VAP	405	1,000	2,000	2,000	4,000	5,405
Internal Prof/Tech Services (8398)	8,701	4,200	2,000	2,000	4,000	14,901
Contributions (8530)	-				-	-
Permits & Fees (8560)	460				-	460
Contingency (8060)	-		2,500	2,500	5,000	5,000
PROJECT COST TOTAL:	167,214	49,000	32,200	22,200	54,400	270,614

Source(s) of Funds:						
Redevelopment Capital Funds (590)	88,427	-			-	-
Transfer in from 0490000-9910 (0590)	39,624	49,000				88,624
Successor Agency Tax Incr Funds (0590)	-	-			-	-
Redevelopment Property Tax Trust Fund (RPTTF)	-		17,200	22,200	39,400	39,400
State Grants (4632)	140,118	15,000			-	155,118
Other Funds			15,000		15,000	15,000
FUNDING TOTAL:	179,742	64,000	32,200	22,200	54,400	298,142

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Hazmat Testing / Prescott Promenade

ACTIVITY:
PROJECT NO:

0590900
RD07055

Description:

This activity provides for ongoing testing and monitoring costs of a former Brownfields Site, as required under a Settlement Agreement between Phyllis Chrisman, Texaco, Shell Oil, Unocal, and the former El Cajon Redevelopment Agency, executed on September 15, 1995. The property associated with this activity is 201 E. Main Street, Site 4 of the Long Range Property Management Plan, APN 488-211-21-00.

Justification:

This activity includes remediation of the site of a leaking underground storage tank (LUST) from a former gasoline station. The Redevelopment Agency purchased the property for the purposes of converting a known Brownfields location to public open space and entered into a Settlement Agreement with the former owner, Texaco, Shell Oil, and Unocal for shared responsibility of hazardous waste cleanup efforts. A portion of sales proceeds are still held in an escrow account to pay remediation costs. However, the Agency is responsible for 20% of all future cleanup costs, with a right to reimbursement of \$.20 for each dollar recovered, if any. With the assistance of the County of San Diego LUST team, the Redevelopment Agency successfully achieved clearance to develop the Prescott Promenade park used on a daily basis as urban in-fill open space. However, continued testing will be required and the site requires four consecutive quarters to meet County requirements for closure status. Funding during FY 2014-15 will allow for the former Agency's proportionate share of testing required by the County Department of Environmental Health (DEH), if any.

Scheduling:

Ongoing project until testing results in minimal findings and clearance through the County Department of Environmental Health (DEH).

Relationship to General & Community Plans:

Consistent with ABx1 26, the Settlement Agreement, the General Plan and Redevelopment Agency Plan.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROP'S) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Consulting Services (8325)	10,706				-	10,706
Legal Services (8345) - MLEBF	31		1,000	1,000	2,000	2,031
Other Prof/Tech Services (8395) - Environmental		1,000	8,000	8,000	16,000	17,000
Internal Prof/Tech Services (8396)	1,054		2,000	2,000	4,000	5,054
Other Misc. Expenses (8524, 8568, 8576 & 8594)	2				-	2
Land Improvements / Abatement & Demo (9055)					-	-
Contingency (8395)	-				-	-
PROJECT COST TOTAL:	11,793	1,000	11,000	11,000	22,000	34,793

Source(s) of Funds:						
Redevelopment Capital Funds (590)	1,908				-	1,908
Transfer In from 0490060-9910 (0590)	-	-	-	-	-	-
Successor Agency Tax Incr Funds (0590)	-	-	-	-	-	-
Redevelopment Property Tax Trust Fund (RPTTF)	9,885	1,000	11,000	11,000	22,000	32,885
Successor Agency 2007 Bond Proceeds (0597)	-	-	-	-	-	-
FUNDING TOTAL:	11,793	1,000	11,000	11,000	22,000	34,793

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: SW Corner / Environmental Testing

ACTIVITY:
PROJECT NO:

0590900
RD0706S

Description:

Funding for the on-going testing of a former Brownfields site as required by the San Diego County Department of Environmental Health (DEH) and Region 9 Water Quality Control Board, pursuant to a Reimbursement and Indemnity Agreement executed by the Agency and Priest Development Corporation on April 11, 2002, which is considered an Enforceable Obligation.

Justification:

The subject property is the former site of a leaking underground storage tank from a diesel gasoline station and dry cleaners. The Redevelopment Agency purchased the property for the purposes of converting a known Brownfields location to mixed-use, residential/commercial development. On April 11, 2002, the Agency entered into a Reimbursement and Indemnity Agreement with Priest Development Corporation where the Agency agreed to pay for costs associated with the contamination cleanup of the 2.27 acre site. With the assistance of the County of San Diego LUST team, the Redevelopment Agency successfully achieved clearance allow the development of 28 single-family townhomes and 20,000 square feet of commercial/retail space. Testing of the site requires four consecutive quarters to meet County requirements for closure status. Funding during FY 2014-15 will allow for ongoing testing required by the County DEH.

Scheduling:

Ongoing project until testing results in minimal findings and clearance through the DEH. Case closure is anticipated during FY 2014-15.

Relationship to General & Community Plans:

Consistent with ABx 1 26, the Reimbursement and Indemnity Agreement, the General Plan and Redevelopment Agency Plan.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Engineering Services-Internal (8338)	1,603	-				1,603
Legal Services (8345) - MLEBF	18	-				18
Other Prof/Tech Services (8395) - Hargrave Enviro	52,761	36,554	16,000	2,000	18,000	107,315
Other Prof/Tech Services (8395) - County VAP	12,916	4,000	3,000	1,000	4,000	20,916
Internal Prof/Tech Services (8396)	4,220	4,500	2,000	1,000	3,000	11,720
Permits & Fees (8560)	50	3,900				3,950
Other Misc. Expenses (8524, 8568, 8576 & 8594)						-
Contingency (9060)		2,000	2,000		2,000	4,000
PROJECT COST TOTAL:	71,568	50,954	23,000	4,000	27,000	149,520

Source(s) of Funds:						
Redevelopment Capital Funds (580)	27,279					27,279
Transfer In from 0490000-9910 (0590)						-
Successor Agency Tax Incr Funds (0590)						-
Redevelopment Property Tax Trust Fund (RPTTF)	44,287	50,954	23,000	4,000	27,000	122,241
						-
FUNDING TOTAL:	71,566	50,954	23,000	4,000	27,000	149,520

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Former Police Station (100 Fletcher Parkway)

ACTIVITY:
PROJECT NO:

0590900
RD0801S

Description:

This activity provides for the funding of activities associated with the acquisition, General Plan and zoning amendments, hazardous materials testing, and preparation of the former Police Station Headquarters for new development. The property associated with this activity is 100 Fletcher Parkway, Site #15 identified in the Long Range Property Management Plan, APN 483-071-52-00.

Justification:

With completion of the new Public Safety Facility in August 2011, the former police station headquarters, which is located on a key parcel within the Project Area at the intersection of Magnolia Avenue, Fletcher Parkway, Highway 67, and Interstate 8, became available for redevelopment. The Agency entered into an Enforceable Obligation with the City through execution of a Purchase and Sale Agreement, Promissory Note and Deed of Trust, and acquired the property on June 16, 2011, for the as-demolished value of \$4.85 million. With a \$1 million down-payment, the balance of \$3.85 million was amortized over a 5-year period under the Promissory Note and Deed of Trust. However, the \$1 million down payment and first Note payment of \$840,665, were ordered for return from the City by the State Controller's Office on December 11, 2013, and funds were wired to the County Auditor Controller on February 11, 2014. The \$3.85 million Note modification and a new \$1 million Note were approved by the Oversight Board on January 15, 2014, in accordance with AB1484 and California Department of Finance (DOF) direction, for payment to the City in FY 2014-15.

Scheduling:

Council approval to amend the General Plan and various zoning designations occurred on April 26, 2011; acquisition occurred on June 16, 2011. Phase 1 testing is complete and efforts to acquire the adjacent Caltrans property in order to generate the greatest return to taxing entities are complete outside Successor Agency activities and were approved by the City Council on January 8, 2013. The method and timing of disposal of the property will also be subject to Oversight Board approval and City Council, and a lot-consolidation with the Caltrans property acquired by the City will be recommended to yield the largest project possible. Sale of the property is anticipated in the first six months of FY 2014-15.

Relationship to General & Community Plans:

Redevelopment of this site is consistent with the General and Redevelopment Agency Plans.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Engineering Services-Internal (8336)	16,768				-	16,768
Legal Services (8345) - MLEBF	47		2,500		2,500	2,547
Other Prof/Tech Services (8395) - Enviro	16,285				-	16,285
Other Prof/Tech Services (8395) - Appraiser	5,243				-	5,243
Other Prof/Tech Services (8395) - Ninyo & Moore	13,030				-	13,030
Other Prof/Tech Services (8395) - Helix	11,250				-	11,250
Other Prof/Tech Services (8395) - Title & Misc	500				-	500
Internal Prof/Tech Services (8396) - Maintenance	44,554	23,000	10,000		10,000	77,554
Property Insurance (8516)	3,686	5,000	5,000		5,000	13,686
Advertising (8522)		500	500		500	1,000
Contributions (8530)					-	-
Permits & Fees (8560) - demo, PM, erosion	50				-	50
Property Taxes (8573)	2	10	100		100	112
Repairs & Maintenance (8576)	763	1,000	5,000		5,000	6,763
Service/Maintenance Contracts (8584) - fencing	1,257	604	1,000		1,000	2,861
Utilities (8598) - SDGE, Helix, Sewer	24,207	18,600	9,300		9,300	52,107
Land Acq/Promissory Note - Interest (8820)	145,289		9,800		9,800	155,089
Land Acq/Promissory Note (9050)	2,536,041		830,865		830,865	3,366,906
PROJECT COST TOTAL:	2,818,972	48,714	874,065	-	874,065	3,741,751

Source(s) of Funds:						
Redevelopment Capital Funds (590)	1,937,091				-	1,937,091
Transfer In from 0490000-9910 (0590)	-				-	-
Successor Agency Tax Incr Funds (0590)					-	-
Redevelopment Property Tax Trust Fund (RPTTF)	881,881	48,714	874,065		874,065	1,804,660
FUNDING TOTAL:	2,818,972	48,714	874,065	-	874,065	3,741,751

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Johnson Avenue Corridor Revitalization Project

ACTIVITY:
PROJECT NO:

0590900
RD1017S

Description:

This project was initiated to revitalize the Johnson Avenue corridor with retail, automotive sales and miscellaneous service uses. One or more parcels may be combined in order to facilitate mid to large retail uses or mid to large automotive dealerships. The Agency's goal was to establish the Corridor as a vibrant and distinct commercial district that invites shoppers and other visitors to El Cajon. Sustainable design and development practices will be encouraged. This project also provided for funding of expenses associated with testing, remediation and/or monitoring of three sites required through the County Department of Environmental Health (DEH). The properties associated with this activity include the following sites identified in the Long Range Property Management Plan: Site 10 (588 N. Johnson Avenue) APN 482-250-34-00; and Site 11 (531-555 Raleigh Avenue) APN 482-250-36-00.

Justification:

The former El Cajon Redevelopment Agency sought to implement the Redevelopment Plan for the Project Area by pursuing the acquisition, demolition and redevelopment of properties located on the West side of Johnson Avenue, South of Interstate 8. This project also provided for the ongoing expenses associated with testing and/or remediation of contaminated soils required through the DEH, which was achieved in November 2012.

Scheduling:

Acquisition of land initiated in FY 2009-10 and demolition of three Johnson Avenue parcels occurred in Spring 2010. During FY2010-11, the Agency entered into a Disposition and Development Agreement (DDA) with Inland Properties (US) Inc. for the sale of two parcels and the development of a Kenworth dealership. Under the DDA, Inland has constructed and will maintain a large commercial truck sales and service center for not less than 15 years. Completion of the Kenworth project occurred in April 2012. Sale of the property is anticipated during the first six months of FY 2014-15.

Relationship to General & Community Plans:

The acquisition and development of properties in the Johnson Avenue Corridor are consistent with the General Plan and the objectives of the Redevelopment Agency Plan.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Engineering Services-Internal (8338) (40)	84,730				-	-
Legal Services (8345) - MLEBF	5,100	328	2,500		2,500	7,928
Other Prof/Tech Services (8395) - County VAP/Misc	9,827				-	9,827
Other Prof/Tech Services (8395) - Ninyo & Moore	30,330				-	30,330
Other Prof/Tech Services (8395) - HM Pitt	61,868				-	61,868
Other Prof/Tech Services (8395) - Appraiser	19,588	2,500	5,000		5,000	27,088
Internal Prof/Tech Services (8398)	13,172	1,000	2,000		2,000	16,172
Property Insurance (8516)	628	700	800		800	2,128
Property Taxes (8573)	167	50	100		100	317
Repairs & Maintenance (8576)	1,268		2,000		2,000	3,268
Maintenance Agreements (8584) - fencing	9,526	1,000	600		600	11,126
Utilities (8598) - SDGE, helix, sewer	11,313	784	680		560	12,657
Land Acquisition (9050)	8,995,272				-	8,995,272
Land - Demolition (9050)	43,588				-	43,588
Other Misc. Expenses (8524,8530)	283	500	600		500	1,283
Land Improvements (9055)					-	-
Construction (9060)					-	-
PROJECT COST TOTAL:	9,286,660	6,860	14,060	-	14,060	9,222,850

Source(s) of Funds:						
Redevelopment Capital Funds (590)	9,286,660				-	9,286,660
Transfer In from 0490000-9910 (0590)						-
Successor Agency Tax Incr Funds (0590)						-
Redevelopment Property Tax Trust Fund (RPTTF)		6,860			-	6,860
Other Funds			14,060		14,060	14,060
Lease Revenues	216,146				-	216,146
FUNDING TOTAL:	9,502,806	6,860	14,060	-	14,060	9,523,726

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: DDA Projects Monitoring

ACTIVITY:
PROJECT NO:

0590900
RD1201S / RD0701S

Description:

This activity provides for internal or external costs directly related to the enforcement, negotiations, collections, and management of agreements that are Enforceable Obligations of the former El Cajon Redevelopment Agency, including: Disposition and Development Agreements (DDA), Owner Participation Agreements (OPA), Operating Agreements (OA), Reimbursement and Indemnity Agreements, and other agreements that are not directly related to an ongoing project. This activity also includes additional expenses associated with maintaining and protecting the Secured Assets of the former Downtown El Cajon Brewing Co., Inc. (DECB), as outlined in the Settlement Agreement executed April 1, 2013, between the Successor Agency and DECB, approved by the Oversight Board on April 20, 2013.

Justification:

Section 34167(d) and 34171(d) of the California Health and Safety Code provide for the definition of Enforceable Obligations, which includes, but is not limited to in part, "any legally binding and enforceable agreement or contract". As many contracts and agreements with the former El Cajon Redevelopment Agency could continue for years, the staff of the Successor Agency is tasked with the ongoing monitoring and enforcement of such agreements, which could include legal enforcement, collections, renegotiations, or termination.

Scheduling:

Ongoing until all contracts and agreements are paid, fulfilled or terminated.

Relationship to General & Community Plans:

Required pursuant to ABx1 26.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Legal Services (8345) -MLEBF, outside counsel	38,532	21,000	20,000	6,000	26,000	85,532
Other Prof/Tech Services (8395)	7,500	300	1,000	1,000	2,000	9,800
Internal Prof/Technical Services (8398)	21,941	21,000			-	42,941
Advertising (8522)	60	1,000	1,000		1,000	2,060
Communications (8528)		300			-	300
Repairs & Maintenance (8576)	652				-	652
Security (8580)	280				-	280
Maintenance Agreements (8584)		1,200			-	1,200
Utilities (8598)	4,247	7,700			-	11,947
Other Misc. Expenses (8524,8530)	26	50			-	76
PROJECT COST TOTAL:	73,238	52,550	22,000	7,000	29,000	154,788

Source(s) of Funds:						
Transfer In from 0490000-9910 (0590)	20,532					20,532
Successor Agency Tax Incr Funds (0590)					-	-
Redevelopment Property Tax Trust Fund (RPTTF)	18,406	52,550	22,000	7,000	29,000	154,788
Interest on Loans	25,642				-	25,642
Rental Income	4,046				-	4,046
Miscellaneous Reimbursement	50,193				-	50,193
Loan Proceeds	26,142				-	26,142
Sale of Property		190,000			-	190,000
FUNDING TOTAL:	144,961	242,550	22,000	7,000	29,000	255,201

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Real Property Asset Management

ACTIVITY:
PROJECT NO:

0590900
RD1202S

Description:

This project provides for ongoing operating and maintenance costs associated with properties transferred from the former El Cajon Redevelopment Agency to the City of El Cajon as Successor Agency where no ongoing project exists. The properties associated with this activity include the following sites identified in the Long Range Property Management Plan: Site 1 & 2 (156 E. Main St and adj lot) APN 488-083-15 and 16; Site 3 (149 Rea Avenue) APN 488-083-27-00; Site 4 (201 E. Main Street) APN 488-211-21-00; Site 5 (alley) APN 488-212-19-00; Site 6 (de minimis parcel) APN 488-212-20-00; and Site 7 (parking lot adjacent to Lexington Sr. Apartments) APN 488-212-22-00.

Justification:

Pursuant to Section 34181 of the California Health and Safety Code, the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency. This activity would include the use of Successor Agency staff to: prepare Property Asset Management Plans; solicitation of proposals for appraisal, brokerage or other services; negotiations with buyers and tenants; lease negotiations; revenue collections; preparing summary reports; holding public hearings; maintaining the property; operating expenses; and other activities necessary for property disposition.

Scheduling:

Ongoing activity until sale/transfer of properties. Disposal of properties is subject to approval of a Long Range Property Management Plan by the California Department of Finance (DOF), anticipated for Spring 2014. Staff anticipates all properties, now under the temporary control of the City as Successor Agency, will be disposed of during the first six months of FY 2014-15.

Relationship to General & Community Plans:

In conformance with ABx1 26 and the Long Range Property Management Plan.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Consulting Services (8325)					-	-
Legal Services (8345) - MLEBF	2,240	627	5,000		5,000	7,867
Other Prof/Tech Services (8395) - appraiser (42)			5,000		5,000	5,000
Other Prof/Tech Services (8395) - Title/Recording			6,000		6,000	6,000
Internal Prof/Technical Services (8396)	55,116	46,300	15,000		15,000	116,416
Property Insurance (8516)	1,765				-	1,765
Advertising (8522)	255		1,500		1,500	1,755
Property Taxes (8573)	6,363	6,340	6,700		6,700	19,403
Repairs & Maintenance (8576)					-	-
Utilities (8598)					-	-
Other Misc. Expenses (8524,8530)	50				-	50
PROJECT COST TOTAL:	65,789	53,267	39,200	-	39,200	158,256

Source(s) of Funds:						
Transfer In from 0490000-9910 (0590)						-
Successor Agency Tax Incr Funds (0590)						-
Redevelopment Property Tax Trust Fund (RPTTF)	65,789	53,267	33,432	-	33,432	152,488
Rental Income	3,350				-	3,350
Miscellaneous Reimbursement	3,206	1,781			-	4,987
Other Funds			5,768		5,768	5,768
FUNDING TOTAL:	72,345	55,048	39,200	-	39,200	180,825

SUCCESSOR AGENCY CAPITAL FUNDS PROJECT FISCAL YEAR 2014-2015

PROJECT NAME: Civic Center Complex Revitalization Project

ACTIVITY:

0590900

PROJECT NO:

RDR0703S

Description:

Formerly known as Mixed Use Parking Structure Project or Mixed Use Project #1, this project primarily served to identify the site for construction of a 200-space parking garage to service the downtown area, a hotel development or other mixed use projects including retail, office, housing and open space. The properties associated with this activity include the following sites identified in the Long Range Property Management Plan: Site 8 (Magnolia employee parking lot) APN 488-072-38-00; Site 9 (Rea public parking lot) APN 488-072-40-00; Site 12 (115 Rea Avenue) APN 488-083-03-00; Site 13 (141 N. Magnolia Avenue) APN 488-082-18-00; and Site 14 (118-130 Rea Avenue) APN 488-082-12-00.

Justification:

As downtown El Cajon revitalization continues, the need for public and private parking facilities increases. Prior staff discussions with the Building Industry Association of San Diego and the Urban Land Institute indicate that increased density, allowed under the pending Downtown Specific Plan, will further intensify the lack of parking needed for such increases and necessitates the construction of vertical parking structures due to limited land. In May 2013, the City received a letter of interest from a major hotel chain for development of a new hotel on the subject sites, which would include shared public/private parking facilities. On October 22, 2013, the City Council approved an ENA with Excel Hotel Group, inc. for the purchase or lease of three sites for development of a 120 room Marriott Hotel. The City continues its discussions with the firm while awaiting approval of the Long Range Property Management Plan by the California Department of Finance (DOF).

Scheduling:

Site identification and initiation of land acquisition began in FY 2006-07; temporary parking facilities completed in FY 2008-09; acquisition of all properties completed in November 2010. The City now desires to acquire the property during FY 2013-14 or beyond in order to implement the development of a hotel on three or more contiguous parcels under an ENA approved in October 2013, which would include public/private parking facilities. Sale/transfer of the properties cannot occur until approval of the Long Range Property Management Plan is received from the California Department of Finance (DOF).

Relationship to General & Community Plans:

The development of this property for parking, commercial, housing, or a hotel is consistent with the General Plan and the objectives of the Redevelopment Agency Plan.

Operating Budget Impact:

Funding will be provided from the Redevelopment Property Tax Trust Fund (RPTTF), Reserve Balance or Other Funds received, subject to approval on each Recognized Obligation Payment Schedule (ROPS) by the Oversight Board and the California Department of Finance (DOF).

	Prior Year(s) Expend Actual	Current Year Expend Estimate	Appropriation FY 14-15 July-Dec	Appropriation FY 14-15 Jan to June	Appropriation FY 14-15	Est. Project Costs Through FY 14-15
Architectural Services (8315)					-	-
Consulting Services (8325)	19,124				-	19,124
Engineering Services (8335)					-	-
Engineering Services-Internal (8336) (43)	28,694				-	28,694
Legal Services (8345) -MLEBF	45,648		5,000		5,000	50,648
Other Prof/Tech Services (8395) - Misc	153,215		1,500		1,500	154,715
Other Prof/Tech Services (8395) - Appraiser	14,000	6,000	14,500		14,500	34,500
Internal Prof/Technical Services (8396)	11,055	2,000	2,000		2,000	15,055
Property Insurance (8516)	2,241	2,700	3,000		3,000	7,941
Advertising (8522)			1,500		1,500	1,500
Permits & Fees (8560)		900			-	900
Property Taxes (8573)	16,751	10,962	11,700		11,700	39,413
Repairs & Maintenance (8576)	4,610		5,000		5,000	9,610
Service Maintenance Contracts (8584)	2,252				-	2,252
Utilities (8598) - SDGE, helix, sewer	9,005	120	200		200	9,325
Land - Demolition (9050) - incl abatement	10,250,764				-	10,250,764
Land Improvements (9055)	140,890				-	140,890
Infrastructure (9065)	15,759				-	15,759
Relocation Costs (9080)	116,741				-	116,741
Misc Costs (8150,8524,8525,8568)	246				-	246
PROJECT COST TOTAL:	10,830,749	22,682	44,400	-	44,400	10,897,831

Source(s) of Funds:						
Transfer In from 0490600-9910 (0590)						-
Successor Agency Tax Incr Funds (0590)	10,786,139				-	10,786,139
Redevelopment Property Tax Trust Fund (RPTTF)	44,610	22,682	44,400	-	44,400	111,692
					-	-
FUNDING TOTAL:	10,830,749	22,682	44,400	-	44,400	10,897,831

AGENDA REPORT
CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD
February 19, 2014, Meeting

SUBJECT: APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS 14-15A") FOR THE PERIOD JULY 1, 2014, TO DECEMBER 31, 2014.

RECOMMENDED ACTION: That the Oversight Board adopts the proposed Resolution to:

1. Approve the ROPS 14-15A for the period July 1, 2014, to December 31, 2014, totaling \$9,987,489 from all sources, including \$5,339,226 from Bond Proceeds, \$75,000 from Reserve Balance, \$39,185 from Other Funds, and \$4,534,078 from Redevelopment Property Tax Trust Funds;
2. Authorize the Chair to execute the approved ROPS 14-15A for submission to the County Auditor Controller ("CAC"), the State Department of Finance ("DOF"), the County Administrative Officer ("CAO"), the State Controller's Office ("SCO"), and to post on the Successor Agency website not later than March 1, 2014; and
3. Authorize the Successor Agency staff to carry out activities outlined in the Cooperation Agreement for Reimbursement of Costs and City/Successor Agency Loan ("Cooperation Agreement") approved by the Oversight Board on April 26, 2012, which are necessary to meet approved obligations outlined in the ROPS 14-15A, including re-entering into third party service agreements for continuation of projects pursuant to City of El Cajon adopted policies, procedures and practices, in place.

BACKGROUND:

Health and Safety Code Section 34177(l) requires the Successor Agency to prepare a series of Recognized Obligation Payment Schedule(s) ("ROPS") for each six-month period outlining each enforceable obligation and identify the funding source as follows:

1. Bond Proceeds
2. Reserve Balance
3. Administrative cost allowance
4. The Redevelopment Property Tax Trust Fund ("RPTTF"), but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation; and
5. Other Funds, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency.

The proposed ROPS 14-15A for the period of July 1, 2014, through December 31, 2014, is attached and must be approved by the Oversight Board and submitted to the CAC, DOF, CAO, SCO, and posted on the Successor Agency's website not later than March 1, 2014. The DOF has 45 days to complete its review and make a determination as to whether the

items are allowable. Any modifications by the DOF following its review and initial determination will be subject to a Meet and Confer Process.

The ROPS 14-15A was prepared using the format provided by the DOF and includes the following five (5) schedules:

- **Summary Form** - provides a summary of the current ROPS period funding request totals by funding source.
- **ROPS Detail** - lists the Agency's outstanding obligations, debts, and payments scheduled by funding source.
- **Report of Cash Balances** - presents the changes in fund balances of each funding source available to the Successor Agency.
- **Report of Prior Period Adjustments** - lists the authorized and available funding and the actual expenditures for the applicable prior ROPS period.
- **Notes** - provides additional information for the current ROPS period's items.

On the ROPS Detail schedule, the following are the noteworthy items:

- Line 16 (RD0801S) is the Promissory Note (Note) payment of \$840,665 related to the Purchase & Sale Agreement for 100 Fletcher Parkway and the \$3,850,000 Promissory Note due to the City of El Cajon. This is the first payment placed on the ROPS since the Successor Agency received its Finding of Completion on April 11, 2013, for repayment to the City in accordance with provisions of AB1484. This Note was also found to be an enforceable obligation and modified on January 15, 2014, under Resolution No. OB-05-14. Although two payments have been applied to this Note, the first payment of \$840,665 plus accrued interest was ordered for return to the Successor Agency from the City of El Cajon by the State Controller's Office on December 11, 2013. Upon approval of various actions by the Oversight Board on January 15, 2014, and the City Council on January 28, 2014, the \$840,665 with accrued interest, was wired to the CAC on February 11, 2014, for remittance to the affected taxing entities.
- Line 91 (RD0801S) is the Promissory Note (Note) for \$1,000,000 plus accrued interest due to the City of El Cajon for the down payment on the Purchase of 100 Fletcher Parkway. As a reminder, the \$1,000,000 down payment was ordered to be returned to the Successor Agency from the City by the State Controller's Office final Asset Transfer Review Report dated December 11, 2013. Upon approval of the Note and various actions by the Oversight Board on January 15, 2014, and the City Council on January 28, 2014, the \$1,000,000 Deed of Trust was recorded and funds were wired to the CAC on February 11, 2014, for remittance to the affected taxing entities.
- Line items 59-60 and 94-96 (RD1015S, RDR0705S, RD1501S, RD1502S, RD1503S) represent the Alley Improvement, Median Improvement, Center City Infrastructure Improvements, Fire Station 6 Renovation, and the Ronald Reagan Community Center Plaza projects with a total funding request of \$4,650,000 from the 2007 Tax Allocation Bond Proceeds.

- Line 92 (HA1501) \$689,226 represents funding for the Housing Authority Development and Revitalization Activities Project utilizing the remaining Low and Moderate Income Housing Fund portion of the 2005 Tax Allocation Bond Proceeds. These funds were requested by the Housing Authority Director on December 17, 2013, and presented to the Oversight Board under Staff Communications Item #2 at their regularly scheduled meeting held on January 15, 2014.
- Line 34 (LM0707H) \$75,000 represents the estimated unspent balance of the Low & Moderate Income Housing funds commitment for the Greenovation Housing Project Affordable Housing Agreement with Bay Kitchen & Bath Remodelers. This project is not anticipated to be completed by June 2014 and a portion of project funds need to be rolled forward to ROPS 14-15A.

Finally, in conducting its ongoing business in winding down the affairs of the former El Cajon Redevelopment Agency, the Successor Agency will utilize the policies, procedures and practices of the City of El Cajon unless or until the Oversight Board establishes different procedures in the future.

FISCAL IMPACT:

This action will approve the Recognized Obligation Payment Schedule for the period of July 1, 2014, through December 31, 2014 (ROPS 14-15A). The total six-month funding requested by the Successor Agency for these enforceable obligations is \$9,987,489 from all sources, including \$5,339,226 from Bond Proceeds, \$75,000 from Reserve Balance, \$39,185 from Other Funds, and \$4,534,078 from Redevelopment Property Tax Trust Funds ("RPTTF").

ATTACHMENTS:

1. Proposed Resolution
2. Proposed Recognized Obligation Payment Schedule for the period July 1, 2014, to December 31, 2014 (ROPS 14-15A)


Oversight Board Agenda Report
Approval of ROPS 14-15A for
July 1, 2014, to December 31, 2014
February 19, 2014, Agenda

Prepared by:




Jenny Ficacci
Housing Manager

Reviewed by:



Majed Al-Ghafry
Secretary / Assistant City Manager

Approved by:



Douglas Williford
Executive Director / City Manager

RESOLUTION NO. OB-11-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER EL CAJON REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2014, TO DECEMBER 31, 2014 ("ROPS 14-15A")

WHEREAS, the Oversight Board (the "Oversight Board") of the Successor Agency of the former El Cajon Redevelopment Agency (the "Successor Agency") held a regularly scheduled meeting on February 19, 2014, at which time it considered a proposed Recognized Obligation Payment Schedule for the period of July 1, 2014, to December, 2014 ("ROPS 14-15A"); and

WHEREAS, the Successor Agency requested funding under ROPS 14-15A totaling \$9,987,489 for Fiscal Year 2014-15 from all sources, including \$5,339,226 from Bond Proceeds, \$75,000 from Reserve Balance, \$39,185 from Other Funds, and \$4,534,078 from Redevelopment Property Tax Trust Funds ("RPTTF").

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY, AS FOLLOWS:

- A. The Oversight Board finds that:
 - 1. The recitals above are true and correct and have been incorporated herein by reference.
 - 2. Approval of the ROPS 14-15A is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because the proposed amendments will not cause a significant adverse physical change to the environment either directly or indirectly.
- B. The Oversight Board hereby APPROVES the Recognized Obligation Payment Schedule for the period of July 1, 2014, to December 31, 2014, in the form and content attached hereto as **Exhibit "A"** and incorporated herein by this reference, with a total due during Fiscal Year of \$9,987,489, including \$5,339,226 from Bond proceeds, \$75,000, from Reserve Balance, \$39,185 from Other Funds, and \$4,534,078 from RPTTF, subject to any minor conforming, technical, or clarifying changes approved by the City Manager, or designee.
- C. The Oversight Board hereby AUTHORIZES the Chair to execute the approved Recognized Obligation Payment Schedule for the period of July 1, 2014, to December 31, 2014 (ROPS 14-15A), for submission to the County Auditor Controller, the State Department of Finance, the County Administrative Officer, the

State Controller's Office, and to post on the Successor Agency website not later than March 1, 2014.

- D. The Oversight Board hereby AUTHORIZES Successor Agency staff to carryout activities outlined in the Cooperation Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan approved by the Oversight Board on April 26, 2012, which are necessary to meet obligations outlined in the ROPS 14-15A, including re-entering into third party service agreements for continuation of projects pursuant to City of El Cajon adopted policies, procedures and practices, in place.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the Oversight Board of the Successor Agency of the former El Cajon Redevelopment Agency at a regularly scheduled meeting held this 19th day of February 2014, by the following vote to wit:

AYES :
NOES :
ABSENT :

Debra Turner-Emerson, Chairperson

ATTEST:

Majed Al-Ghafry, Oversight Board Secretary

Recognized Obligation Payment Schedule

Filed for the July 1, 2014 through

Name of Successor Agency: El Cajon

Name of County: San Diego

Current Period Requested Funding for Outstanding Debt or Obligation

- Enforceable Obligations Funded with Non-Redevelopment Program Sources (B+C+D):**
- A
- B Bond Proceeds Funding (ROPS Detail)
- C Reserve Balance Funding (ROPS Detail)
- D Other Funding (ROPS Detail)
- Enforceable Obligations Funded with RPTTF Funding (F+G):**
- E
- F Non-Administrative Costs (ROPS Detail)
- G Administrative Costs (ROPS Detail)
- H **Current Period Enforceable Obligations (A+E):**

Successor Agency Self-Reported Prior Period Adjustment to Current Period

- I Enforceable Obligations funded with RPTTF (E):
- J Less Prior Period Adjustment (Report of Prior Period Adjustments)
- K **Adjusted Current Period RPTTF Requested Funding (I-J)**

County Auditor Controller Reported Prior Period Adjustment to Current Period

- L Enforceable Obligations funded with RPTTF (E):
- M Less Prior Period Adjustment (Report of Prior Period Adjustments)
- N **Adjusted Current Period RPTTF Requested Funding (L-M)**

Certification of Oversight Board Chairman:

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

Recognized Obligation Payment Schedule
July 1, 2014 through
 (Report Amount)

A	B	C	D	E	F	G
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope
1	El Cajon Redevelopment Agency	Bonds Issued On or Before 12/31/10	8/25/2000	10/1/2030	Bank of New York	2000 Bonds - Refunding of bank
2	El Cajon Redevelopment Agency Tax Allocation Refunding Bonds, Issue of 2005	Bonds Issued On or Before 12/31/10	8/17/2005	10/1/2036	Bank of New York	2005 Bonds - Refunding of 1997 & use of proceeds for housing an housing projects
3	El Cajon Redevelopment Agency Tax Allocation Bonds, Issue of 2007	Bonds Issued On or Before 12/31/10	3/14/2007	10/1/2037	Bank of New York	2007 Bonds - Use of bond proce non-housing projects
4	El Cajon Redevelopment Agency Tax Allocation Bonds - Issues 2000, 2005, and 2007 (Parity Bonds)	Fees	8/25/2000	10/1/2037	Bank of New York, Bond Logistix, Bond Counsels, County of San Diego	Fiscal agent and trustee administ arbitrage calculation, and bond cx services
5	El Cajon Redevelopment Agency Tax Allocation Bonds - Issues 2000, 2005, and 2007 (Parity Bonds)	Professional Services	8/25/2000	10/1/2037	RAMS,LLP CPA (current auditors)	Financial auditing services to file annual audited financial statemr with the format required by the bo indentures continuing disclosure.
7	Successor Agency Administration	Admin Costs	6/29/2011	10/1/2037	McDougal Love Eckis Boehmer & Foley Meyers Nave Riback Silver & Wilson	General legal services for the successor agency
8	Successor Agency Administration	Admin Costs	6/29/2011	10/1/2037	City of El Cajon - Successor Agency	Staff costs, supplies/equipment, records services, meetings
10	RD0801S - 100 Fletcher Parkway (Former Police Station)	Professional Services	9/15/2010	9/15/2015	Ninyo & Moore	100 Fletcher Parkway - Professio and technical services for ongoing hazardous materials testing and abatement in preparation of the r property for disposition.
11	RD0704S - Hazmat Testing Park/Ballantyne	Professional Services	9/21/2012	9/20/2015	SCS Engineers	Professional and technical servic ongoing environmental testing at t Magnolia Villas, former Brownfield site, required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA
12	RD0705S - Hazmat Testing Prescott Promenade	Litigation	10/4/1995	10/1/2037	Phyllis Chrisman Trust Fund c/o Mark Feinberg, Attorney	Professional and technical servic ongoing environmental testing at t Prescott Promenade, former Brownfields site, required under th Settlement Agreement between Chrisman, Texaco, Shell, Unocal the former RDA
13	RD0706S - Southwest Corner Environmental Testing	Professional Services	8/6/2012	2/5/2014	Hargrave Environmental Consulting, Inc.	Professional and technical servic ongoing environmental testing at t SW Corner, a former Brownfields as required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.
14	RD0706S - Southwest Corner Environmental Testing	Remediation	4/11/2002	10/1/2037	County of San Diego - DEH/VAP	County reimbursement/fees for ongoing environmental testing at t SW Corner, a former Brownfields as required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.

Recognized Obligation Payment Schedule
July 1, 2014 through
 (Report Amount)

A	B	C	D	E	F	G
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope
15	RD0801S - 100 Fletcher Parkway (Former Police Station)	Property Maintenance	6/16/2011	10/1/2037	SDGE, Helix Water, Ahtee, National Construction Rentals, City of El Cajon, County of San Diego, various vendors	100 Fletcher Parkway - Landscaping utilities, repairs/maintenance, property insurance & taxes, fencing costs ongoing property maintenance to prevent blight conditions in the project and surrounding areas.
16	RD0801S - 100 Fletcher Parkway (Former Police Station)	City/County Loans On or Before 6/27/11	6/16/2011	12/1/2015	City of El Cajon	100 Fletcher Parkway - Promissory note on purchase and sale agreement
17	RD1017S - Johnson Avenue Corridor Revitalization Project	Professional Services	9/15/2010	9/15/2015	Ninyo & Moore	Johnson Ave Corridor - Professional and technical services for ongoing environmental testing and remediation of contaminated sites required by County DEH
18	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	Project Management Costs	6/29/2011	10/1/2037	City of El Cajon	Project staff costs related to the enforcement, negotiations, and management of various agreements to protect the Successor Agency's assets at SW Corner (Promenade Square) and NW Corner (Priest Development) of Smith's DDA, St. Madeleine Sophisticated Center, Downtown El Cajon Brew Company (DECB)
19	RD1202S - Real Property Asset Management	Property Maintenance	2/16/1989	10/1/2037	SDGE, Helix Water, Ahlee, National Construction Rentals, City of El Cajon, County of San Diego, Downtown El Cajon Business Partners, various vendors	Real Property Asset - Landscaping utilities, repairs/maintenance, property insurance & taxes, fencing costs for ongoing property maintenance for current tenants and to prevent blight conditions in/around the properties
20	RDR0703S - Civic Center Complex Revitalization Project	Property Dispositions	6/23/2009	10/1/2037	Property owners/tenants	Civic Center Complex - Relocation agreements and obligations associated with the former property owners and tenants of the Civic Center Complex properties.
21	RDR0703S - Civic Center Complex Revitalization Project	Property Maintenance	6/23/2009	10/1/2037	SDGE, Helix Water, Ahlee, National Construction Rentals, City of El Cajon, County of San Diego, Downtown El Cajon Business Partners, various vendors	Civic Center Complex - Landscaping utilities, repairs/maintenance, property insurance & taxes, fencing costs for ongoing maintenance to prevent blight conditions in the properties and surrounding areas.
34	LM0707H - Greenovation Acquisition/ Rehabilitation/Resale Program	OPA/DDA/Construction	3/24/2011	6/30/2013	Bay Kitchen and Bath Remodelers	Greenovation - Acquisition and substantial rehabilitation housing project
35	LM0707H - Greenovation Acquisition/ Rehabilitation/Resale Program	Professional Services	6/29/2011	6/30/2013	James & Marcia Miller	Greenovation - On-site construction management
59	RD1015S - Alley Improvements Project	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Alley improvements in the Project Area
60	RDR0706S - Median Island Improvements Project	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Median Island Improvements in the Project Area

Recognized Obligation Payment Schedule
July 1, 2014 through
(Report Amount)

A	B	C	D	E	F	G
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope
61	RD0704S - Hazmat Testing Park/Ballantyne	Remediation	12/16/2003	10/1/2037	County of San Diego - DEH/VAP	County reimbursement/fees for ongoing environmental testing at Magnolia Villas, former Brownfields site, required by the County DEH pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.
62	RD0704S - Hazmat Testing Park/Ballantyne	Legal	12/16/2003	10/1/2037	McDougal Love Eckis Boehmer & Foley	Legal services for ongoing environmental testing at Park Magnolia Villas, former Brownfields site, required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.
63	RD0704S - Hazmat Testing Park/Ballantyne	Project Management Costs	12/16/2003	10/1/2037	City of El Cajon	Project staff costs for ongoing environmental testing at Park Magnolia Villas, former Brownfields site, required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.
64	RD0704S - Hazmat Testing Park/Ballantyne	Litigation	12/16/2003	10/1/2037	Property Owners at Park Magnolia Villas	Settlement/reimbursement due to property owners at Park Magnolia Villas, former Brownfields site, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.
65	RD0704S - Hazmat Testing Park/Ballantyne	Miscellaneous	12/16/2003	10/1/2037	City of El Cajon, County of San Diego, various vendors	Encroachment permits/fees and miscellaneous expenses for ongoing environmental testing of Park Magnolia Villas, former Brownfields site as required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.
66	RD0705S - Hazmat Testing Prescott Promenade	Legal	10/4/1995	10/1/2037	McDougal Love Eckis Boehmer & Foley	Legal services for ongoing environmental testing at the Prescott Promenade, former Brownfields site, required under the Settlement Agreement between Chrisman, Texaco, Shell, Unocal and the former RDA.
67	RD0705S - Hazmat Testing Prescott Promenade	Project Management Costs	10/4/1995	10/1/2037	City of El Cajon	Project staff costs for ongoing environmental testing at the Prescott Promenade, former Brownfields site, required under the Settlement Agreement between Chrisman, Texaco, Shell, Unocal and the former RDA.
68	RD0706S - Southwest Corner Environmental Testing	Project Management Costs	6/29/2011	10/1/2037	City of El Cajon	Project staff costs for ongoing environmental testing at the SW Corner, a former Brownfields site, required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.

Recognized Obligation Payment Schedule
July 1, 2014 through
(Report Amount)

A	B	C	D	E	F	G
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope
69	RD0706S - Southwest Corner Environmental Testing	Miscellaneous	6/29/2011	10/1/2037	City of El Cajon, County of San Diego, various vendors	Encroachment permits/fees and miscellaneous expenses for ongoing environmental testing at the SW Corner, a former Brownfields site required by County DEH, pursuant to the Reimbursement and Indemnity Agreement between the developer and former RDA.
70	RD0801S - 100 Fletcher Parkway (Former Police Station)	Legal	6/16/2011	10/1/2037	McDougal Love Eckis Boehmer & Foley	100 Fletcher Parkway - Legal services for property maintenance, hazardous materials testing/abatement and preparation of the real property for disposition.
71	RD0801S - 100 Fletcher Parkway (Former Police Station)	Project Management Costs	6/16/2011	10/1/2037	City of El Cajon	100 Fletcher Parkway - Project management costs for ongoing property maintenance, landscaping, hazardous materials testing, abatement, and preparation of the real property for disposition.
72	RD0801S - 100 Fletcher Parkway (Former Police Station)	Property Dispositions	7/1/2013	10/1/2037	Andrew A. Smith, Cassidy Turley, various vendors.	100 Fletcher Parkway - Appraisal broker fees, closing costs, public notices, and misc. costs associated with the disposition of the real property.
73	RD0801S - 100 Fletcher Parkway (Former Police Station)	Property Dispositions	7/1/2013	10/1/2037	General Contractor	100 Fletcher Parkway - Demolition costs and preparation of the real property for disposition.
74	RD1017S - Johnson Avenue Corridor Revitalization Project	Remediation	6/15/2010	10/1/2037	County of San Diego DEH/VAP	Johnson Ave Corridor - County reimbursements/fees for ongoing environmental testing and remediation of contaminated sites required by County DEH.
75	RD1017S - Johnson Avenue Corridor Revitalization Project	Legal	8/24/2009	10/1/2037	McDougal Love Eckis Boehmer & Foley	Johnson Ave Corridor - Legal services for ongoing environmental testing, remediation of contaminated sites required by the County DEH, in preparation for the disposition of real property.
76	RD1017S - Johnson Avenue Corridor Revitalization Project	Property Maintenance	8/24/2009	10/1/2037	SDGE, Helix Water, Ahlee, National Construction Rentals, City of El Cajon, County of San Diego, various vendors	Johnson Ave - Landscaping, utility repairs/maintenance, property insurance & taxes, fencing costs, ongoing property maintenance for current tenants and to prevent blight conditions in the property and surrounding areas.
77	RD1017S - Johnson Avenue Corridor Revitalization Project	Property Dispositions	7/1/2013	10/1/2037	Andrew A. Smith, Cassidy Turley, various vendors.	Johnson Ave Corridor - Appraisal broker fees, closing costs and misc. costs associated with the disposition of the real property.
78	RD1017S - Johnson Avenue Corridor Revitalization Project	Project Management Costs	6/29/2011	10/1/2037	City of El Cajon	Johnson Ave Corridor - Project management costs for ongoing property maintenance, environmental testing, remediation and preparation for disposition of the real property.
79	LM0707H - Greenovation Acquisition/ Rehabilitation/Resale Program	Project Management Costs	6/29/2011	6/30/2013	El Cajon Housing Authority	Greenovation - Project staff costs to monitor compliance with building housing codes and other project requirements.

Recognized Obligation Payment Schedule
July 1, 2014 through
 (Report Amounts)

A	B	C	D	E	F	G
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope
80	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	Legal	10/30/2000	10/1/2037	McDougal Love Eckis Boehmer & Foley Lambert & Rogers, Bankruptcy Receivership	Legal costs related to the enforcement negotiations, and management of various agreements to protect the Successor Agency's assets. SW Corner (Promenade Square LLC) Corner (Priest Development Corp Smith's DDA, St. Madeleine Soph Center, Downtown El Cajon Brew Company (DECB).
81	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	Litigation	4/1/2013	10/1/2037	East County Californian, AT&T, SDA Security, SDGE, Helix Water, Sewer, etc.	OPA DECB - Maintenance costs to safeguard and preserve the collateral for DECB's loans while waiting for owners to take over the business.
82	RD1202S - Real Property Asset Management	Legal	2/16/1989	10/1/2037	McDougal Love Eckis Boehmer & Foley	Real Property Asset - Legal services for landlord and tenant issues, preventive maintenance to prevent blight conditions, and preparation of the properties for disposition.
83	RD1202S - Real Property Asset Management	Project Management Costs	2/16/1989	10/1/2037	City of El Cajon	Real Property Asset - Project staff costs for landscaping, repairs and maintenance, and ongoing proper management for the current tenant and to prevent blight conditions in/around the properties.
84	RD1202S - Real Property Asset Management	Property Dispositions	7/1/2013	10/1/2037	Andrew A Smith, Cassidy Turley, County of San Diego, Title Company, East County Californian	Real Property Asset Management Appraisal fees, broker fees, closing costs and misc. costs associated with the disposition of the real properties.
85	RDR0703S - Civic Center Complex Revitalization Project	Professional Services	9/15/2010	9/15/2015	Ninyo & Moore	Civic Center Complex - Professional and technical services for ongoing hazardous materials testing and abatement in preparation of the real property for disposition.
86	RDR0703S - Civic Center Complex Revitalization Project	Legal	6/23/2009	10/1/2037	McDougal Love Eckis Boehmer & Foley	Civic Center Complex - Legal services for maintenance issues, hazardous materials testing/abatement, and preparation of the properties for disposition.
87	RDR0703S - Civic Center Complex Revitalization Project	Project Management Costs	6/23/2009	10/1/2037	City of El Cajon	Civic Center Plaza - Project staff costs for ongoing property maintenance landscaping, hazardous materials testing, abatement, and preparation of the real properties for disposition.
88	RDR0703S - Civic Center Complex Revitalization Project	Property Dispositions	7/1/2013	10/1/2037	General Contractor	Civic Center Plaza Complex - Demolition costs and preparation of the real properties for disposition.
89	RDR0703S - Civic Center Complex Revitalization Project	Property Dispositions	7/1/2013	10/1/2037	Andrew A. Smith, Cassidy Turley, various vendors.	Civic Center Plaza - Appraisal fees, broker fees, closing costs, public notices, and misc. costs associated with the disposition of the real properties.
90	Promissory Note to City of El Cajon	City/County Loans After 6/27/11	4/23/2013	1/31/2014	City of El Cajon	Loan from the City to pay for bankruptcy costs and expenses associated with safeguarding and preserving the collateral for the Downtown El Cajon Brewing Company loans to the Agency.

Recognized Obligation Payment S
July 1, 2014 through
(Report Amount)

A	B	C	D	E	F	G
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope
91	RD0801S - 100 Fletcher Parkway (Former Police Station)	City/County Loans After 6/27/11	1/28/2014	1/1/2016	City of El Cajon	100 Fletcher Parkway - Promissory note for the \$1,000,000 down payment for purchase of real property, which City returned to the Successor Agent as ordered by the State Controller's Office
92	HA1501 - Housing Authority Development and Revitalization Activities	Improvement/Infrastructure	7/1/2014	10/1/2037	City of El Cajon	Production, replacement, and/or preservation of affordable housing
93	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	Miscellaneous	7/1/2014	10/1/2037	County of San Diego, East County Californian	County recording fees and public notices for termination of various agreements
94	RD1502S - Fire Station 6 Renovation	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Fire Station 6 Renovation
95	RD1503S - Ronald Reagan Community Center Plaza	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Ronald Reagan Community Center Plaza
96	RD1501S - Center City Infrastructure Improvements	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Center City Infrastructure Improvements

Recognized Obligation Payment Schedule
(Report Amount)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a tax revenues is required by an enforceable obligation.

A	B	C	D	
		Bond Proceeds		
	Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior balanc balan
ROPS 13-14A Actuals (07/01/13 - 12/31/13)				
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	5,754,637		
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013	7,717		
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs	27,064		
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A			
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs.			No entr
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 5,735,290	\$ -	\$
ROPS 13-14B Estimate (01/01/14 - 06/30/14)				
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 5,735,290	\$ -	\$
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014			
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)	396,064		
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B			
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 5,339,226	\$ -	\$

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of
Reported for the ROPS 13-14A (July 1, 2013 through December 31, 2013) Period Pursuant to
(Report Amounts in Whole Dollars)

14A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14A (Judgment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments be reported to the Controller (CAC) and the State Controller.

B Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures							
	Bond Proceeds		Reserve Balance		Other Funds		Non-Admin				Admin			
	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (if K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available
RD12025 - Real Property Asset Management	\$ 737,820	\$ 27,054	\$ 533,829	\$ 153,297	\$ -	\$ -	\$ 4,060,555	\$ 4,060,555	\$ 4,060,555	\$ 3,582,053	\$ 478,503	\$ 187,871	\$ 187,871	\$ 187,871
Housing Loss Mitigation	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
MP 00115 - Specific Plan 152	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RD07018 - Business Retention & Recruitment Tenant Improvement Loans	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RD07075 - Growth abatement program	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RDR07085 - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RDR07088 - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RD08018 - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RD08019 - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
Promissory Note to City of El Cajon	-	-	-	-	-	-	663,430	663,430	\$ 663,430	663,179	\$ 251	-	-	-
RD10155 - Alley Improvements Project	275,000	25,168	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-
RDR07085 - Median Island Improvements Project	482,600	1,678	-	-	-	-	-	-	\$ -	\$ -	\$ -	-	-	-



City of El Cajon

Community Development Department
Planning Division
MEMO

To: Jenny Ficcaci, Housing Manager
From: Anthony Shute, Senior Planner *AS*
Date: February 3, 2014
Re: Successor Agency Oversight Board Request

Topic

At the January 15, 2014 agenda meeting, the Oversight Board requested staff research existing planning entitlements associated with OB Agenda items #2-5. Specifically, the Board requested to know the planning entitlements associated with each Disposition and Development Agreement ("DDA"), if there are any outstanding conditions of approval or restricted land uses.

Results

The terminated DDA's include the following project sites, parties, and governing planning entitlements:

1. Northwest corner at Main and Magnolia (Priest Development Corporation) - This property is part of the larger "Corners" project site and is developed with a two-story retail and office building. Furthermore, the site is governed by an amendment to Site Development Plan No. 1253. There are no outstanding conditions of approval or restricted land uses associated with this project.
2. Southwest corner at Main and Magnolia (Priest Development Corporation) - This site is developed as a mixed-use development with commercial, office, retail and 28 townhomes. There are no outstanding conditions of approval or restricted land uses in the following governing entitlements:
 - a. Specific Plan No. 508 - building height increase and setback reduction
 - b. Conditional Use Permit No. 1840 - mixed-use development
 - c. Planned Unit Development No. 188 - residential development
 - d. Tentative Subdivision Map No. 494 - property assemblage, creation of easements and conveyance of real property
3. Northwest corner at Main and Magnolia (Smiths/Oliver McMillan El Cajon J.V. and Smith's Food & Drug Centers, Inc.) - This project, known as the "Corners," includes development across Sunshine Avenue along Main Street to Chambers. The project site is governed by Site Development Plan No. 1253 and there are no outstanding conditions of approval or restricted land uses.

4. Magnolia Villas Project (Priest Development Corporation) - This project site is bounded by Ballantyne, East Park and Wells Avenues. The project is partially complete. When development resumes, related conditions of approval will be adhered. However, for the purpose of this request, there are no outstanding conditions of approval or restricted land uses connected with the DDA. The project is governed by the following entitlements:
 - a. Planned Residential Development No. 57 - residential development
 - b. Tentative Subdivision Map No. 502 - property assemblage, creation of easements and conveyance of real property
 - c. Specific Plan No. 490 - modification of development standards
 - d. Conditional Use Permit No. 1934 - reduction in required parking

Findings

The above entitlements, including their corresponding resolutions and ordinances do not contain unmet conditions of approval or restricted land uses.

No action is recommended to the governing planning documents.