

# AGENDA

City of El Cajon

Successor Agency – Oversight Board

8:00 a.m., Wednesday, September 17, 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*

### **DENNIS DAVIES**

*City of El Cajon*

### **ANTHONY SHUTE**

*(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*

### **CLAY SCHOEN**

*Director of Finance*

### **HOLLY REED-FALK**

*Financial Operations Manager*

### **VICTORIA DANGANAN**

*Senior Accountant*

### **RON LUIS VALLES**

*Administrative Secretary*

**El Cajon City Hall  
Fifth Floor Conference Room  
200 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 – April 16, 2014, meeting
2. Approval of the Professional Services Agreement with Andrew A. Smith Company, dba Andrew A. Smith Company for appraisal services.
3. Approval of the transfer of Successor Agency property and related agreements for Site #5, APN 488-212-19-00, a vacated alley, to the City of El Cajon for governmental purposes.
4. Approval of the Purchase and Sale Agreement with JKC El Cajon, LLC for the sale of the Successor Agency property at 572-588 North Johnson Avenue (Site #10), APN 482-250-36-00.
5. Approval of the transfer of Successor Agency land improvements to the City of El Cajon as of Fiscal Year ending June 30, 2014.
6. Approval of the Amended Fiscal Year 2014-15 Successor Agency Budget .
7. Approval of the Recognized Obligation Payment Schedule ("ROPS 14-15B") for the period January 1, 2014, to June 30, 2015.

#### VI. OTHER ITEMS FOR CONSIDERATION:

#### VII. STAFF COMMUNICATIONS:

1. Update on Borrego Health
2. Upcoming work program

#### VIII. BOARD REPORTS/COMMENTS:

#### IX. ADJOURNMENT:

## **SUMMARY MINUTES**

### **Successor Agency to the El Cajon Redevelopment Agency Oversight Board**

**Meeting - Wednesday, April 16, 2014  
El Cajon Police Station Community Room #161  
100 Civic Center Way, El Cajon, CA 92020**

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**BOARD PRESENT:** Sahar Abushaban, Scott Buxbaum, Jim Griffin, Michael Griffiths, Anthony Shute and Debra Turner-Emerson (Chair)

**BOARD ABSENT:** Gloria Chadwick

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

**STAFF PRESENT:** Assistant City Manager Majed Al-Ghafry, Director of Finance Clay Schoen, Financial Operations Manager Holly Reed-Falk, Senior Accountant Victoria Danganan, and Administrative Secretary Ron Luis Valles

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#### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:**

The meeting was called to order at 8:00 a.m. by TURNER-EMERSON.

**PUBLIC COMMENT:** None

#### **ACTION ITEM NO. 1: APPROVAL OF ACTION MINUTES – March 19, 2014**

GRIFFIN made a motion, seconded by SHUTE, to approve the minutes of the regularly-scheduled meeting. **Motion carried 6-0 (CHADWICK, absent).**

#### **ACTION ITEM NO. 2: ADOPT RESOLUTION APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #3, APN 488-083-27-00, 149 REA AVENUE, TO THE CITY OF EL CAJON FOR GOVERNMENTAL PURPOSES.**

AL-GHAFRY summarized the staff report, and noted that staff recommends approval.

GRIFFIN made a motion, seconded by BUXBAUM, that adopted Resolution OB-14-14 as presented by staff, approving the transfer of Successor Agency Property and related agreements for Site #3, APN 488-083-27-00, 149 Rea Avenue, to the City of El Cajon for Governmental Purposes.

**Motion carried 6-0 (CHADWICK, absent).**

**ACTION ITEM NO. 3: ADOPT RESOLUTION APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #4, APN 488-211-21-00, 201 EAST MAIN STREET, TO THE CITY OF EL CAJON FOR GOVERNMENTAL PURPOSES.**

AL-GHAFRY summarized the staff report. REED-FALK referred to an email staff received from BUXBAUM [Copies were distributed to Board members and staff before the meeting.] For this item, there were aesthetic concerns about the billboard and BUXBAUM recommended that the billboard be removed. Staff discussion ensued and it was recommended that the Board's concerns be relayed to the City Council.

BUXBAUM made a motion, seconded by GRIFFIN, that adopted Resolution OB-15-14 as presented by staff, approving the transfer of Successor Agency Property and related agreements for Site #4, APN 488-211-21-00, 201 East Main Street, to the City of El Cajon for Governmental Purposes.

**Motion carried 6-0 (CHADWICK, absent).**

**ACTION ITEM NO. 4: ADOPT RESOLUTION APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #5, APN 488-212-19-00, A VACATED ALLEY, TO THE CITY OF EL CAJON FOR GOVERNMENTAL PURPOSES.**

AL-GHAFRY summarized the staff report. REED-FALK again referred to an email staff received from BUXBAUM [Copies were distributed to Board members and staff before the meeting.] Discussion ensued and the board requested staff to research on the alley vacation and property ownership associated with Site #5. They also inquired if there were any conditions or restrictions on the transfer of the property to the City for governmental purpose.

SHUTE made a motion, seconded by BUXBAUM, continuing this item to a future Oversight Board meeting.

**Motion carried 6-0 (CHADWICK, absent).**

**ACTION ITEM NO. 5: ADOPT RESOLUTION APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #6, APN 488-212-20-00, A VACATED PORTION OF PRESCOTT AVENUE, TO THE CITY OF EL CAJON FOR GOVERNMENTAL PURPOSES.**

AL-GHAFRY summarized the staff report.

GRIFFIN made a motion, seconded by SHUTE, that adopted Resolution OB-17-14 as presented by staff, approving the transfer of Successor Agency Property and related agreements for Site #6, APN 488-212-20-00, a vacated portion of Prescott Avenue, to the City of El Cajon for Governmental Purposes.

**Motion carried 6-0 (CHADWICK, absent).**

**ACTION ITEM NO. 6: ADOPT RESOLUTION APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #7, APN 488-212-22-00, A PARKING LOT FOR SENIOR HOUSING AND MUNICIPAL FACILITIES, TO THE EL CAJON HOUSING AUTHORITY FOR GOVERNMENTAL PURPOSES.**

AL-GHAFRY summarized the staff report.

GRIFFIN made a motion, seconded by GRIFFITHS, that adopted Resolution OB-18-14 as presented by staff, approving the transfer of Successor Agency Property and related agreements for Site #7, APN 488-212-22-00, a parking lot for Senior Housing and Municipal Facilities, to the El Cajon Housing Authority for Governmental Purposes.

**Motion carried 6-0 (CHADWICK, absent).**

**ACTION ITEM NO. 7: ADOPT RESOLUTION APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #8, APN 488-072-38-00, THE NORTHEAST CORNER OF MAGNOLIA AVENUE AND CIVIC CENTER WAY, TO THE CITY OF EL CAJON FOR GOVERNMENTAL PURPOSES.**

AL-GHAFRY summarized the staff report.

SHUTE made a motion, seconded by GRIFFIN, that adopted Resolution OB-19-14 as presented by staff, approving the transfer of Successor Agency Property and related agreements for Site #8, APN 488-072-38-00, the Northeast Corner of Magnolia Avenue and Civic Center Way, to the City of El Cajon for Governmental Purposes.

**Motion carried 6-0 (CHADWICK, absent).**

**ACTION ITEM NO. 8: ADOPT RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HARGRAVE ENVIRONMENTAL CONSULTING, INC. TO PERFORM ONGOING HAZARDOUS REMEDIATION ACTIVITIES ON THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF WEST MAIN STREET AND SOUTH MAGNOLIA AVENUE ("SW CORNER") PROJECT.**

AL-GHAFRY summarized the staff report. REED-FALK added environmental contamination. BUXBAUM asked about environmental site and KELTNER replied that the site would be cleaned up and nature will take care of contaminants. This will be ready for closure when the wells are closed.

GRIFFIN made a motion, seconded by SHUTE, that adopted Resolution OB-20-14 as presented by staff, approving the Professional Services Agreement with Hargrave Environmental Consulting, Inc. to perform ongoing Hazardous Remediation activities on the property located at the Southwest Corner of West Main Street and South Magnolia Avenue ("SW Corner") Project.

**Motion carried 6-0 (CHADWICK, absent).**

**STAFF COMMUNICATIONS:**

None.

**BOARD REPORTS/COMMENTS:**

GRIFFIN noted that the next meeting was scheduled for Thursday, May 22, 2014 and not the third Wednesday. VALLES replied that the change was needed as the Community Room was not available for the typical third-Wednesday for May.

BUXBAUM noted that he has seen a "Coming Soon" sign from Borrego Health on the southwest corner of Main and Magnolia in El Cajon, and it has been there for a long time. SHUTE informed that tenant improvement work should be completed soon.

GRIFFITHS informed that he is retiring from the City of El Cajon and his last day is May 8, 2014. The board wished him well and thanked him for service to the board and the City.

**ADJOURNMENT:**

CHADWICK made a motion, seconded by GRIFFIN, to adjourn the meeting of the El Cajon Successor Agency Oversight Board at 8:41 a.m. this 16th day of April 2014, to 8:00 a.m., May 22, 2014, in the Police Station's Community Room, 100 Civic Center Way, El Cajon, California.

**Motion carried 6-0 (CHADWICK, absent).**

APPROVED:

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Debra Turner-Emerson, Chairperson

ATTEST:

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Majed Al-Ghafry, Oversight Board Secretary

**AGENDA REPORT**  
**CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD**  
**September 17, 2014, Meeting**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH MARK A. SMITH, dba ANDREW A. SMITH COMPANY FOR APPRAISAL SERVICES.**

**RECOMMENDED ACTION:** That the Oversight Board adopt the proposed Resolution OB-21-14 to: Approve a Professional Service Agreement (“Agreement”) between the Successor Agency and Mark A. Smith, dba Andrew A. Smith Company, to perform valuation services for a the disposition of properties pursuant to Health and Safety Code Section 34177(e) on behalf of the Successor Agency for the amount not to exceed \$45,000.00 for one-year, with a one (1) year extension upon written agreement by both parties.

**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.

Mark A. Smith, dba Andrew A. Smith Company (“Smith Company”), has provided appraisal services to the former Agency since 2008, and has extensive experience appraising Agency properties. For these reasons, staff is recommending approval of the Smith Company to continue to perform appraisal services on behalf of the Successor Agency in order to maximize the value of properties that are required to be disposed of for their maximum values pursuant to Health and Safety Section 34177(e) based on this experience.

On July 12, 2012, a Professional Service Agreement (“PSA”) was executed between the City of El Cajon, as the Successor Agency to the El Cajon Redevelopment Agency, and Smith Company for appraisal services which expired on July 12, 2013. The PSA provided for a one-year extension upon written agreement of both parties. On August 8, 2013, a First Amendment Agreement for Professional Services was executed extending the PSA for an additional year expiring on July 10, 2014. In lieu of a Request for Qualifications process, staff is recommending approval of a new PSA for continual appraisal services in the amount not to exceed \$45,000 for 1-year, with a one (1)-year extension.

The new PSA between the Successor Agency and Smith Company is for continual appraisal services as originally approved by the Oversight Board on February 19, 2014.

**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 OB-21-14
2. Qualifications of Mark A. Smith, Real Estate Appraiser
3. Professional Services Agreement – dated July 2, 2014

**Prepared by:**



**Adriana Castañeda**  
Management Analyst

**Reviewed by:**



**Majed Al-Ghafry**  
Secretary / Assistant City Manager

**Approved by:**



**Douglas Williford**  
Executive Director / City Manager

RESOLUTION NO. OB-21-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF EL CAJON AS SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY AND MARK A. SMITH DBA ANDREW A. SMITH COMPANY, FOR APPRAISAL SERVICES.

WHEREAS, the City of El Cajon, as Successor Agency to the El Cajon Redevelopment Agency, is charged with the winding down of the affairs of the former El Cajon Redevelopment Agency (the "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 34177(e) requires that the Successor Agency is to dispose of assets and properties of the Agency in a manner aimed at maximizing value; and

WHEREAS, in order to maximize the value of real property being disposed by the Successor Agency the fair market value of the property should be determined by an independent appraiser approved by the Oversight Board; and

WHEREAS, Mark A. Smith dba Andrew A. Smith Company (the "Smith Company") has provided appraisal services to the former Agency since 2008, has a current as-needed Agreement for Professional Services dated August 8, 2013 with the Successor Agency, and has extensive experience appraising Agency properties; and for these reasons, staff is recommending approval of the Smith Company to perform appraisal services on behalf of the Successor Agency; and

WHEREAS, 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.

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. Authorization 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. The proposed Agreement would be in the best interest of the affected taxing entities and the public by the establishment of fair market values of Successor Agency properties included in the LRPMP, which may retained for redevelopment purposes.
- B. The Oversight Board hereby APPROVES execution 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, of an Agreement between the City of El Cajon, in its capacity as successor agency to the El Cajon Redevelopment Agency, and Mark A. Smith dba Andrew A. Smith Company, substantially in the form as presented with such changes as may be approved by the City Manager, for the appraisal of select Successor Agency properties identified in the LRPMP.

[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 17th day of September, 2014, by the following vote to wit:

AYES :  
NOES :  
ABSENT :

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Debra Turner-Emerson, Chairperson

ATTEST:

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Majed Al-Ghafry, Oversight Board Secretary

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**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

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April 30, 2014

Adriana Castaneda  
Management Analyst  
City of El Cajon  
Department of Community Development, Housing Division  
200 Civic Center Way  
El Cajon, CA 92020

*Reference:* APPRAISAL SERVICES  
Professional Service Agreement

Dear Ms. Castañeda:

I would appreciate the opportunity to continue to provide appraisal services for the city of El Cajon and the Successor Agency to the Redevelopment Agency. As background for you, I am the owner of the Andrew A. Smith Company, a full service appraisal office serving your appraisal needs from single family homes to complex commercial properties. The following is the 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 am providing documentation to be considered for both residential and commercial appraisals on an as-needed basis for the city of El Cajon. I have included my resume, and current residential fee schedule for your review. Attached are copies of my license, E&O Insurance and General Liability Insurance.

I look forward to being of service to the city of El Cajon. Please call if you have any question regarding this package.

Sincerely,



Mark A. Smith  
Certified General Appraiser #AG006537

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

## ANDREW A. SMITH COMPANY

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

January - 2014

#### Residential Base 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
FHA Appraisal	\$450.00
Over 3,500 Square Feet	Quote
Custom Design and Rural Locations	Quote

##### CONDO/PUD (1073):

Under 2,000 Square Feet:	\$400.00
FHA Appraisal	\$450.00
More than 2,000 Square Feet	\$475.00

##### Multi Family (1025):

(2 to 4 units)	\$675.00
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##### Property Analysis - Form 2055 (Under 2,500 Square Feet)

Form 2055 with interior inspection	\$400.00
Drive-By Exterior Inspection Only	\$350.00
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.

## **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](mailto: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 Kellett, 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  
MARK A. SMITH dba  
ANDREW A. SMITH COMPANY**

This Agreement for Professional Services ("AGREEMENT") is made and entered into this 2nd day of July, 2014, by and between the CITY OF EL CAJON, a California charter city and municipal corporation, solely in its capacity 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 ("OVERSIGHT BOARD").

**Section 2. Scope of Services.**

CONSULTANT agrees to perform the services set forth in that certain proposal entitled "APPRAISAL SERVICES Professional Service Agreement," dated April 30, 2014, ("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 the approval of 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 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:           Adriana Castaneda, Management Analyst  
  City of El Cajon Community Development Dept.  
  200 Civic Center Way  
  El Cajon, CA 92020

To CONSULTANT:

Mark A. Smith  
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.**

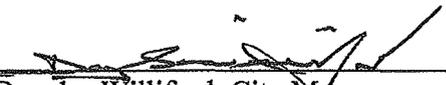
If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or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

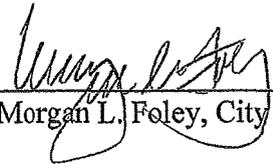
**ATTEST:**

  
Belinda A. Hawley, CMC, City Clerk

**APPROVED AS TO CONTENT:**

  
Majed Al-Ghafry, Assistant City Manager

**APPROVED AS TO FORM:**

  
Morgan L. Foley, City Attorney

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

## ANDREW A. SMITH COMPANY

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

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April 30, 2014

Adriana Castaneda  
Management Analyst  
City of El Cajon  
Department of Community Development, Housing Division  
200 Civic Center Way  
El Cajon, CA 92020

*Reference:* APPRAISAL SERVICES  
Professional Service Agreement

Dear Ms. Castañeda:

I would appreciate the opportunity to continue to provide appraisal services for the city of El Cajon and the Successor Agency to the Redevelopment Agency. As background for you, I am the owner of the Andrew A. Smith Company, a full service appraisal office serving your appraisal needs from single family homes to complex commercial properties. The following is the 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 am providing documentation to be considered for both residential and commercial appraisals on an as-needed basis for the city of El Cajon. I have included my resume, and current residential fee schedule for your review. Attached are copies of my license, E&O Insurance and General Liability Insurance.

I look forward to being of service to the city of El Cajon. Please call if you have any question regarding this package.

Sincerely,



Mark A. Smith  
Certified General Appraiser #AG006537

EXHIBIT "A"

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

## ANDREW A. SMITH COMPANY

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

January - 2014

#### Residential Base 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
FHA Appraisal	\$450.00
Over 3,500 Square Feet	Quote
Custom Design and Rural Locations	Quote

##### CONDO/PUD (1073):

Under 2,000 Square Feet:	\$400.00
FHA Appraisal	\$450.00
More than 2,000 Square Feet	\$475.00

##### Multi Family (1025):

(2 to 4 units)	\$675.00
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##### Property Analysis - Form 2055 (Under 2,500 Square Feet)

Form 2055 with interior inspection	\$400.00
Drive-By Exterior Inspection Only	\$350.00
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.

## **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](mailto: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  
Alfred-Collins  
Baldwin Corporation  
Burnham Pacific  
Carnel 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 Kellett, 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  
Calnat  
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

**MARK A. SMITH dba ANDREW A. SMITH  
Successor Agency "As Needed" Appraisal Services**

**CONFLICT OF INTEREST DETERMINATION**

CONSULTANT, as a consultant to the Successor Agency, 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<sup>1</sup>” 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.

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<sup>1</sup> The City of El Cajon’s Conflict of Interest Code and the Political Reform Act, which are applicable to the Successor Agency, 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.

MARK A. SMITH dba ANDREW A. SMITH  
Successor Agency "As Needed" Appraisal Services

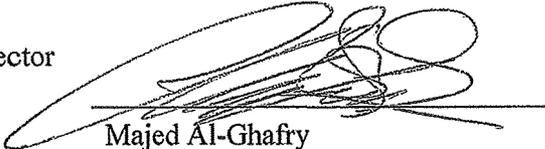
DISCLOSURE DETERMINATION:

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



Date

07/01/14

Name

Majed Al-Ghafry  
Assistant City Manager

Department

Community Development

City Attorney Approval of Determination



City Manager Approval



\*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.

**MARK A. SMITH dba ANDREW A. SMITH  
Successor Agency "As Needed" Appraisal Services**

**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 acquisitions, sales, development, 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 acquisitions, sales, development, and any other business entities that could receive a financial benefit arising out of CONSULTANT's performance under this AGREEMENT.



**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements		<b>POLICY</b>  D-3
<b>REFERENCE:</b>	Adopted 7/26/94 Amended 11/29/05	<b>EFFECTIVE</b>  11/29/05	<b>PAGE</b>  2 of 8

**POLICY (continued)**

- a. The public improvements portion of a subdivision project is less than \$50,000; or
  - b. A construction project (in accordance with the Standard Specifications for Public Works Construction—and the Standard Special Provisions, the “Green Book”) is for less than \$50,000.
2. Except as otherwise provided in this policy, a combined single limit policy with aggregate limits in the amount of \$2 million for all others, including, but not limited to, athletic leagues, recreation groups, towing companies and public service agencies; otherwise minimum limits in amounts as follows:
- |                  |    |  |
|------------------|----|--|
| Bodily Injury:   | \$ | 500,000 each person  |
|                  | \$ | 1,000,000 each occurrence  |
|                  | \$ | 2,000,000 aggregate including products<br>and completed operations |
| Property Damage: | \$ | 100,000 each occurrence  |
|                  | \$ | 250,000 aggregate  |
3. A combined single limit policy with aggregate limits in the amount of \$250,000 for homeowners insurance or for comprehensive general liability insurance for small business owners, in either event only where the insurance is required for work in the public right-of-way. “Small business owners” are defined as commercial businesses, or a professional or administrative office uses, where the owners of the business work on-site as their primary calling or vocation, and having no more than two (2) employees not related by blood or marriage.
4. Selected high-risk activities that would otherwise fall under the criteria for category 2 shall be evaluated by staff on a case-by-case basis to determine whether or not the above limits are sufficient. The imposition of liability limits exceeding \$2 million for such high-risk activities is appealable to the City Council.
5. \$1,000,000 for taxicab companies.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	
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**POLICY (continued)**

6. \$500,000 or actual value, whichever is greater, for "valuable papers" and "in transit" insurance where City records or personal property is being transported or stored outside of City property.
7. Exceptions to the above limits may be made for non-profit, charitable, political, community and religious organizations.
8. The policy or policies of insurance may be for all operations or activities of the party purchasing the policy or policies provided, however, that the City or the Agency may require a separate policy exclusively for operations of the purchaser where the City Manager (or Executive Director), in their sole discretion, determines that a single policy would be inadequate to protect the City or Agency in the event of multiple catastrophes.

**INSURANCE STANDARDS**

1. ADMITTED CARRIER / BEST'S RATING B+, CLASS VII
  - a. Insurers must be "admitted" carriers pursuant to the provisions of the California Insurance Code and in accordance with all requirements of the State Insurance Commission and must be listed in the:

"OFFICIAL PUBLICATION  
DEPARTMENT OF INSURANCE  
STATE OF CALIFORNIA  
45 Fremont Street  
San Francisco, California 94105

INSURANCE ORGANIZATIONS AUTHORIZED BY THE INSURANCE  
COMMISSION TO TRANSACT BUSINESS OF INSURANCE  
IN THE STATE OF CALIFORNIA DURING  
[the most recent year for which  
the publication is available]."

OR

"California Department of Insurance Company Profile."

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	D-3
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**INSURANCE STANDARDS (continued)**

- b. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.

**2. NON-ADMITTED CARRIER / BEST'S RATING B+, CLASS VII**

Exceptions to the "admitted" requirement may be considered when a non-admitted insurance carrier meets all other standards herein and:

- a. is listed in:

California Department of Insurance  
List of Eligible Surplus Line Insurers

**LISTING OF FILINGS**

- b. has a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million);
- c. has ten years or more experience in the business of insurance; and
- d. if applicable, the reinsurance carrier has a qualified rating.

**3. GENERAL – INSURANCE CERTIFICATES / ADDITIONAL INSURED**

All insurers (including those insuring against pollution or discharges of hazardous materials) must provide certificates of insurance and endorsements evidencing coverage prior to the start of any contract. All certificates or endorsements must include:

- Name of insurance company issuing each policy.
- All insurers must provide an original endorsement naming the City of El Cajon (and/or the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds") as additional insureds. This inclusion as

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements		<b>POLICY</b>  D-3
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**INSURANCE STANDARDS (continued)**

additional insureds shall not be required of Workers' Compensation or professional liability policies of insurance, and may be waived for "valuable papers" coverage with the approval of the City Attorney.

- Address of named insured.
- Description of coverage, including any special coverage required by the contract.
- Policy numbers.
- Policy periods (If claims made basis, must include retroactive date and length of time allowed as extended reporting period).
- Coverage type (occurrence form vs. claims made).
- Authorized signature and date of issuance. An original signature is required: a digital signature is acceptable so long as it complies with the requirements of Government Code §16.5.
- Unless approved by the City Manager or designee, no certificate shall be accepted that qualifies the obligation of the carrier to provide 30 days written notice of cancellation of the policy. With the approval of the City Attorney the obligation to provide notice of cancellation may be reduced to ten (10) days, but only for termination due to the non-payment of any premium.

**4. PUBLIC WORKS PROJECTS**

In addition to the standards set forth above, insurance policies for public works projects must also meet the following insurance requirements set out in the most recent edition of the Green Book adopted by the City Council:

- a. All insurance certificates shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by certified mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective, the provisions of section 3 herein notwithstanding; and
- b. Compliance with Labor Code §§3700 and 3800 relating to Worker's Compensation.
- c. Requirements of the Green Book shall prevail.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	D-3
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**INSURANCE STANDARDS (continued)**

**5. PUBLIC RIGHT-OF-WAY**

An applicant for permit(s) to do work within the public right-of-way may establish satisfactory proof of liability insurance in the following manner:

**a. CONTRACTORS**

Contractors must furnish the City with a certificate of liability insurance, which meets the requirements set forth above and any other City requirements contained in this policy.

**b. HOMEOWNERS / PROPERTY OWNERS**

Homeowners/Property owners requesting a permit to do work within City rights-of-way or easements immediately adjacent to their respective owned or occupied property, solely for the owner's personal benefit, shall be required to furnish the City with a copy of their homeowner's/property owner's liability insurance policy, which meets the requirements set forth above, with the minimum limits described in category 3 under the heading "POLICY," above. The policy must be effective during the entire period of the proposed work, plus two (2) calendar years, and must provide coverage for claims arising from the work performed, or improvements owned, by the homeowner in the right-of-way or easement. If the encroachment is ongoing, annual proof of insurance shall be required. The requirement to name the City as an additional insured, and the requirement for a policy for two (2) additional calendar years, may each be waived by the City Council or the City Manager (or designee) in cases of extreme hardship, in their discretion.

**c. POLLUTION EXCLUSION**

Applications for the installation of monitoring wells for the evaluation of groundwater pollution or for the discharge of formerly polluted groundwater into the City sewer system must be accompanied by a certificate of liability insurance provided by the property owner. Such liability insurance may not contain a pollution exclusion clause and must explicitly indemnify the City against all hazards which may result from either of these activities, including a worsening of

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	
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**INSURANCE STANDARDS (continued)**

pollution, either within the subsurface adjacent to the original pollution or within the City sewer system.

If the property owner is unable to provide insurance which addresses both general liability and pollution liability, the environmental company or other appropriately qualified entity contracting with the property owner for either monitoring well installation or groundwater pollution remediation, may furnish pollution liability insurance on behalf of the property owner.

Any insurance approved under this subsection c. shall be an occurrence policy, and shall otherwise comply with the provisions of this Policy.

d. **PUBLIC UTILITIES**

This policy as it relates to work in the public rights-of-way shall not be applicable to Cable TV, Helix Water District, Padre Dam Municipal Water District, SBC, San Diego Gas & Electric, or any other public utility.

e. **TRANSPORTATION / OVERSIZE LOADS – PERMITS – See Chapter 10.24 of the El Cajon Municipal Code.**

**TIME LIMITS / CANCELLATION PROVISIONS**

All liability insurance required pursuant to this policy shall provide coverage for a sufficient time period to protect the City from liability. The insurer is required to provide a minimum of thirty (30) days notice of cancellation of any policy. With the approval of the City Attorney (except as provided in section 4, herein) this obligation may be reduced to not less than ten (10) days written notice, but only for termination due to the non-payment of any premium. In no event shall a policy be accepted which terminates prior to the completion of the activity to be covered.

In certain circumstances, it may be impracticable to obtain continuing insurance coverage due to the duration of the activity or the cost of premature renewal. Under such circumstances, an exception to the coverage period may be made so long as the policy is renewed or replaced with an acceptable insurance carrier and there is no lapse in coverage. Maintenance of proper insurance coverage is a material term of any contract with the City and failure to maintain or

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	
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**TIME LIMITS / CANCELLATION PROVISIONS (continued)**

renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

**ALTERNATIVE RISK MANAGEMENT PRACTICES; SELF-INSURANCE; RISK-POOLING**

Alternative risk management practices, such as self-insurance, risk pooling, risk retention groups, and other such programs, will be accepted in lieu of commercial insurance policies provided that the coverage meets the requirements of this Policy. Any such alternative risk management practices must meet the financial strength and surplus requirements reflected by the Best's Ratings required of commercial insurance under this Policy.

**AGENDA REPORT**  
**CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD**  
**September 17, 2014, Meeting**

**SUBJECT: TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #5, APN 488-212-19-00, A VACATED ALLEY, TO THE CITY OF EL CAJON PURSUANT TO THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN FOR GOVERNMENTAL PURPOSES.**

**RECOMMENDED ACTION:** That the Oversight Board adopt the proposed Resolution No. OB-22-14 to:

1. Approve the transfer of Site #5, APN 488-212-19-00 (Property), a vacated alley, and all necessary and related agreements and/or assignments, from the City of El Cajon, as successor agency to the former El Cajon Redevelopment Agency ("Successor Agency"), to the City of El Cajon for governmental purposes, pursuant to the Amended Long Range Property Management Plan; and
2. Approve execution by the City Manager of the City of El Cajon, or such person designated by the City Manager, acting in the capacity of chief executive officer for the Successor Agency, of all documents, agreements and/or assignments necessary to complete the transfer on behalf of the Successor Agency.

**BACKGROUND:** Pursuant to the Amended Long Range Property Management Plan (Amended Plan) approved by the Oversight Board on January 15, 2014, by the California Department of Finance (DOF) on February 21, 2014, and by the City Council as Successor Agency, on March 11, 2014, six Successor Agency properties were scheduled for transfer to the City of El Cajon (City) and the El Cajon Housing Authority (Housing Authority) for governmental purposes.

At its April 16, 2014 meeting, the Oversight Board approved the transfer of five of the six properties to be transferred to the City and Housing Authority for governmental purposes. The Oversight Board requested staff to research on the alley vacation and property ownership associated with Site #5, and to investigate whether there were any conditions or restrictions on the transfer of the property to the City for governmental purpose. Below is the remaining property scheduled for transfer to the City for governmental purpose and is the subject of this report:

Site #	Parcel #	Site Address Description	# Acres	From – Grantor	To – Grantee	Current Use	Tenant
5	488-212-19-00	Vacated alley adjacent to Lexington Avenue Sr. Apartments and 275 E. Douglas.	0.18	City of El Cajon as Successor Agency to the former El Cajon Redevelopment Agency	City of El Cajon	Vacated Alley	N/A

The subject property was originally owned by the City as a dedicated alley for street purposes. In March of 1992, prior to the alley vacation, the former El Cajon Redevelopment Agency (Agency) commenced acquisition and assembled several

adjacent parcels for the development of the Lexington Avenue Senior Apartments. In March of 1993, the City, under Resolution 98-93, vacated the alley as part of the construction of the senior housing complex and the underlying land was reverted to the adjacent property owners, which included the former Agency. The subject property was not incorporated in the housing project and was reverted back to the Agency.

The Property continues to serve as a public alley by providing the adjacent properties and public utility companies a direct access to the main street. The alley also provides the right of way to utility companies (San Diego Gas & Electric, Cox Communications, and AT&T), which is required under their existing franchise agreements with the City of El Cajon. Preserving Site #5 as a public alley, under the City control, provides the utility companies the necessary access to perform routine maintenance, utility improvement projects, and repair utility lines during emergencies.

Transfer and acceptance of the Property was approved by the City Council at a public hearing on August 12, 2014, and a 10- day public notice of today's action was provided in accordance with California Health & Safety Code Section 34181(f).

**FISCAL IMPACT:** Transfer of property by the Successor Agency will result in the elimination of funding requests for future direct property and project management costs from the Recognized Obligation Payment Schedule.

**ATTACHMENTS:**

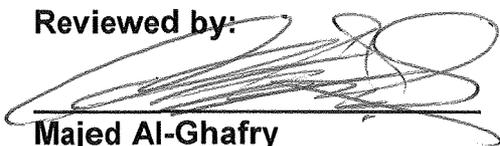
1. Proposed Resolution No. OB-22-14
2. Property Profile – Site #5

**Prepared by:**



**Adriana Castañeda**  
Management Analyst

**Reviewed by:**



**Majed Al-Ghafry**  
Secretary / Assistant City Manager

**Approved by:**



**Douglas Williford**  
Executive Director / City Manager

RESOLUTION NO. OB-22-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER EL CAJON REDEVELOPMENT AGENCY APPROVING THE TRANSFER OF SUCCESSOR AGENCY PROPERTY AND RELATED AGREEMENTS FOR SITE #5, APN 488-212-19-00, A VACATED ALLEY, TO THE CITY OF EL CAJON FOR GOVERNMENTAL PURPOSES.

WHEREAS, on January 15, 2014, the Oversight Board approved the Amended Long Range Property Management Plan ("Amended Plan") as Resolution No. OB-07-14; and

WHEREAS, the California Department of Finance ("DOF") approved by the Amended Long Range Property Management Plan on February 21, 2014; and

WHEREAS, at its public meeting of September 17, 2014, the Oversight Board considered the transfer of Successor Agency property and related agreements for Site #5, APN 488-212-19-00, a vacated alley, to the City of El Cajon for governmental purposes; and

WHEREAS, at least 10 days' notice to the public of the proposed transfer and related actions was provided pursuant to Health & Safety Code Section 34181(f); and

WHEREAS, the disposal strategy for Site #5, APN 488-212-19-00, of the Amended Plan (the "Property"), a vacated alley, authorizes the transfer of the Property to the City of El Cajon for use by the City to provide access to adjacent properties and as a location of various utility easements, identified as a governmental purpose pursuant to California Health & Safety Code Sections 34181(a) and 34191.5(c)(H)(2), at no cost due to the source of funding for acquisition and the alley was previously vacated by the City of El Cajon; and

WHEREAS, the proposed transfer would be in the best interests of the Successor Agency, the City of El Cajon, and all taxing entities by disposing of properties under enforceable obligations in an expeditious manner, as approved in the Amended Plan by the DOF.

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; and

2. The proposed transfer is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because it will have no physical effect on the environment; and
  3. The proposed transfer would be in the best interest of the taxing entities because it will dispose of properties under enforceable obligations to the City of El Cajon for governmental purposes in an expeditious manner, as approved in the Amended Plan by the DOF; and
  4. At least 10 days' notice to the public of the proposed transfer and other actions was provided pursuant to Health & Safety Code Section 34181(f).
- B. The Oversight Board hereby APPROVES the transfer of Site #5, APN 488-212-19-00, a vacated alley, and all necessary and related agreements and/or assignments, from the City of El Cajon, as successor agency to the former El Cajon Redevelopment Agency ("Successor Agency"), to the City of El Cajon for governmental purposes, pursuant to the Amended Long Range Property Management Plan.
- C. The Oversight Board hereby APPROVES execution by the City Manager of the City of El Cajon, or such person designated by the City Manager, acting in the capacity of chief executive officer for the Successor Agency, of all documents, agreements and/or assignments necessary to complete the sale on behalf of the Successor Agency.

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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 17th day of September, 2014, by the following vote to wit:

AYES :  
NOES :  
ABSENT :  
ABSTAIN :

\_\_\_\_\_  
Debra Turner-Emerson, Chairperson

ATTEST:

\_\_\_\_\_  
Majed Al-Ghafry, Oversight Board Secretary

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## PROPERTY PROFILE

Site # 5	Vacated Alley adjacent to Lexington Sr. Apartments
<b>Location:</b>	Vacated alley off Claydelle Avenue; North of Lexington Sr. Apartments and adjacent to 250 E. Lexington Avenue, El Cajon, CA 92020
<b>APN:</b>	488-212-19-00
<b>Lot Size (SF):</b>	7,841
<b>Building SF:</b>	Not applicable
<b>General Plan:</b>	SDA # 9 (Also within Specific Plan 182)
<b>Zoning:</b>	Adjacent zoning = RM-1500 (south) and O-P (north)
<b>Highest/Best Use:</b>	Alley; driveway access for 275 E. Douglas Avenue
<b>Date Acquired:</b>	March 16, 1993, Resolution No. 98-93 and recorded March 18, 1993, through a vacation of the alley from the City of El Cajon. The vacation resulted in the conveyance of one-half of the property to adjacent property owners.
<b>Purchase Price:</b>	No cost. Alley vacated by the City of El Cajon pursuant to Resolution No. 98-93, dated March 16, 1993, recorded March 18, 1993.
<b>Source of Funds:</b>	No cost. Alley vacated by the City of El Cajon and resulted in the conveyance of one-half of the property to each adjacent property owner. Because the adjacent properties were owned by the El Cajon Redevelopment Agency and acquired with Low and Moderate-Income Housing Tax Exempt Bond proceeds, the property must be conveyed to the El Cajon Housing Authority.
<b>Purpose of Acquisition:</b>	The property was acquired through the vacation of an alley to extend the size of the Lexington Avenue Sr. Apartment project, to add required parking for the senior project, and provide public open space for the adjacent Library and Community Center.
<b>Status &amp; Revenues:</b>	Land; Currently used by 275 E. Douglas Avenue as driveway access; The site does not generate revenue.
<b>Environmental issues, Brownfield or other Restrictions:</b>	<b>Environmental:</b> None Known <b>Brownfield:</b> Not applicable <b>Restrictions:</b> Sales proceeds, if any, must be used in accordance with bond covenants and low and moderate income housing activities.
<b>Transit Oriented Development Site:</b>	Not applicable.
<b>Discussion &amp; History:</b>	The Agency acquired this property through the approval of Resolution No. 98-93 on March 18, 1993, ordering vacation of Prescott Avenue Between Douglas Avenue and Lexington Avenue and the alley south of Douglas Avenue. Vacation of this land conveyed one half of the alley to the adjacent property owners.
<b>Classification:</b>	<b>Transfer to El Cajon Housing Authority – Governmental Purposes</b>
<b>Use of Broker:</b>	See Disposal Strategy

## PROPERTY PROFILE

<b>Site # 5</b>	<b>Vacated Alley adjacent to Lexington Sr. Apartments</b>
<b>Value As-Is:</b>	Not applicable at this time
<b>Disposal Strategy:</b>	In accordance with requirements for property acquired/satisfied with tax exempt bond proceeds, authorize the Successor Agency to: <ol style="list-style-type: none"><li>1. Transfer the property to the El Cajon Housing Authority for Governmental Purposes pursuant to CH&amp;SC Section 34181(a) and 34191.3 at no cost due to the source of funding for acquisition of adjacent properties; or</li><li>2. Transfer the property, previously vacated by the City of El Cajon, back to the City of El Cajon at no cost.</li></ol>
<b>Appendices:</b>	1,2,8,9,11,12,22,23,24

**AGENDA REPORT**  
**CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD**  
**September 17, 2014, Meeting**

**SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT WITH JKC EL CAJON, LLC. FOR THE SALE OF THE SUCCESSOR AGENCY PROPERTY AT 572-588 NORTH JOHNSON AVENUE (SITE #10), APN 482-250-34-00.**

**RECOMMENDED ACTION:** That the Oversight Board adopt the proposed Resolution No. OB-23-14 to:

1. Adopt the next resolution in order to approve the proposed Purchase and Sale Agreement between the City of El Cajon, as Successor Agency to the former El Cajon Redevelopment Agency and JKC El Cajon, LLC for the sale of 572-588 N. Johnson Avenue (APN 482-250-34-00), with such changes as approved by the Executive Director; and
2. Approve execution by the Executive Director or his designee of all documents necessary to implement approved terms and conditions and complete the sale upon approval by the Oversight Board and California Department of Finance (DOF).

**BACKGROUND:** Enactment of Assembly Bill 1484 on June 27, 2012 required the City of El Cajon, as Successor Agency to the former El Cajon Redevelopment Agency (Successor Agency) to prepare and submit a Long Range Property Management Plan (LRPMP) for the disposition of former redevelopment agency properties. The LRPMP was amended ("Amended Plan"), and approved by the Oversight Board on January 15, 2014, by the DOF on February 21, 2014, and by the City Council as Successor Agency, on March 11, 2014.

Included in the Amended Plan as Site #10 is the real property located at 572-588 N. Johnson Avenue (Property). The disposition process for the Property was to be sold in the open market with the approved broker, Commercial Properties Group and Retail Insite (Broker), representing the Successor Agency. The property was appraised on May 27, 2014, with the appraised value of \$1,750,000. The subject property is a 1.36 acre parcel in a premium location adjacent to the Interstate 8 with easy access to the freeway.

JKC of El Cajon, LLC submitted a Letter of Intent (LOI) to the Successor Agency to purchase the Property. During closed session on August 12, 2014, staff discussed with the City Council the terms and conditions of the sale of 572-588 N. Johnson Avenue. A Purchase and Sale Agreement (PSA) has been prepared with a purchase price of \$1,777,260 (Attachment 2).

A separate report to the City Council, acting in its capacity as the Successor Agency, for approval and execution of the Purchase and Sale Agreement and related documents, under terms outlined in this report, was presented at their regularly scheduled meeting held on September 9, 2014.

**FISCAL IMPACT:** Pursuant to the Amended Plan, the net proceeds from the sale of the Property will be remitted by the Successor Agency to the San Diego County Auditor-Controller's Office for distribution to the affected taxing entities.

**ATTACHMENTS:**

1. Proposed Resolution No. OB-23-14
2. Purchase and Sale Agreement
3. Appraisal Report

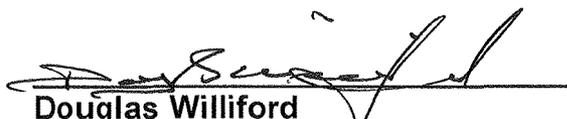
**Prepared by:**

  
**Adriana Castañeda**  
Management Analyst

**Reviewed by:**

  
**Majed Al-Ghafry**  
Secretary / Assistant City Manager

**Approved by:**

  
**Douglas Williford**  
Executive Director / City Manager

RESOLUTION NO. OB-23-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER EL CAJON REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF EL CAJON AS SUCCESSOR AGENCY AND JKC EL CAJON, LLC, FOR THE SALE OF SITE #10, APN 482-250-34-00, LOCATED AT 572-588 NORTH JOHNSON AVENUE.

WHEREAS, on January 15, 2014, the Oversight Board approved the Amended Long Range Property Management Plan ("Amended Plan") as Resolution No. OB-07-14; and

WHEREAS, the California Department of Finance ("DOF") approved by the Amended Long Range Property Management Plan on February 21, 2014; and

WHEREAS, the El Cajon City Council, acting solely in its capacity as Successor Agency to the El Cajon Redevelopment Agency (the "Successor Agency"), approved the Amended Plan on March 11, 2014; and

WHEREAS, at least 10 days' notice to the public of the proposed transfer and related actions was provided pursuant to Health & Safety Code Section 34181(f); and

WHEREAS, the disposal strategy of the Amended Plan for Site #10, APN 482-250-34-00, located at 572-588 North Johnson Avenue (the "Property"), authorizes the sale of the Property in the open market with the approved broker, Commercial Properties Group and Retail Insite; and

WHEREAS, the Property, a 1.36 acre parcel in a premium location adjacent to Interstate 8 with easy access to the freeway, was appraised on May 27, 2014, and determined to have a value of \$1,750,000; and

WHEREAS, on July 25, 2014, JKC El Cajon, LLC submitted a Letter of Intent to the Successor Agency to purchase the Property; and

WHEREAS, a Purchase and Sale Agreement (the "Agreement") has been prepared with a purchase price of the appraised value; and

WHEREAS, the proposed sale would be in the best interests of the Successor Agency, the City of El Cajon, and all taxing entities by disposing of properties under enforceable obligations in an expeditious manner, as approved in the Amended Plan by the DOF.

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; and
  - 2. The proposed sale is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because it will have no physical effect on the environment; and
  - 3. The proposed sale would be in the best interest of the taxing entities because it will dispose of properties under enforceable obligations in an expeditious manner, as approved in the Amended Plan by the DOF; and
  - 4. At least 10 days' notice to the public of the proposed sale and other actions was provided pursuant to Health & Safety Code Section 34181(f).
  
- B. The Oversight Board hereby APPROVES the sale of Site #10, APN 482-250-34-00, a 1.36 acre parcel in a premium location adjacent to Interstate 8 with easy access to the freeway, located at 572-588 North Johnson Avenue, and all necessary and related agreements and/or assignments, from the Successor Agency to JKC El Cajon, LLC, pursuant to the Amended Long Range Property Management Plan.
  
- C. The Oversight Board hereby APPROVES execution by the City Manager of the City of El Cajon, or such person designated by the City Manager, acting in the capacity of chief executive officer for the Successor Agency, of all documents, agreements and/or assignments necessary to complete the sale on behalf of the Successor Agency.

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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 17th day of September, 2014, by the following vote to wit:

AYES :  
NOES :  
ABSENT :  
ABSTAIN :

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Debra Turner-Emerson, Chairperson

ATTEST:

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Majed Al-Ghafry, Oversight Board Secretary

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**PURCHASE AND SALE AGREEMENT**

**By and Between**

**CITY OF EL CAJON AS SUCCESSOR AGENCY TO THE FORMER EL CAJON  
REDEVELOPMENT AGENCY  
("Seller")**

**and**

**JKC EL CAJON, LLC  
("Buyer")**

## PURCHASE AND SALE AGREEMENT

This Agreement of Purchase and Sale ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014. CITY OF EL CAJON AS SUCCESSOR AGENCY TO THE FORMER EL CAJON REDEVELOPMENT AGENCY, a municipal corporation, ("Seller") agrees to sell to JKC EL CAJON, LLC, an Oregon limited liability company, ("Buyer"), that certain real property located in the city of El Cajon, county of San Diego, state of California, described in Exhibit "A", attached hereto (the "Property").

### **I. Recitals**

The following recitals are true and correct and are hereby incorporated by reference.

A. Seller is the owner of the Property two commercially zoned parcels, located at 572 North Johnson Avenue, El Cajon, California and its adjacent parcel, identified by Assessor's Parcel Number ("APN") 482-250-34. The Property, and the improvements located on the Property (if any), (collectively referred to as "Property") is depicted in the attached Exhibit "A."

B. Buyer desires to purchase and Seller desires to sell the Property on the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **II. Purchase Price and Terms**

A. Subject to the terms of this Agreement and according to terms and conditions set out in that certain *REVISED* Letter of Intent to Purchase Agreement ("LOI") executed July 25, 2014, by Buyer, and August 13, 2014, by Seller, hereby incorporated as if fully set forth herein, but with such changes as set forth herein, Buyer has agreed to buy, and Seller agreed to sell, the Property, as outlined in the Lease Option, for One Million Seven Hundred Seventy-Seven Thousand Two Hundred Sixty Dollars and No Cents (\$1,777,260.00) (the "Purchase Price"). The parties acknowledge that the LOI provides that the Purchase Price is reduced by Thirty-six Thousand Dollars and No Cents (\$36,000.00) for a sign area of 1,200 square feet (the "Sign Area") for the City of El Cajon (the "City"); however the Seller is to receive the full amount of the Purchase Price from the Buyer, the acquisition of the Sign Area by the City notwithstanding, the arrangements of which shall not be a condition of the close of escrow.

#### **B. Deposits.**

1. Initial Deposit. Upon signing this Agreement, Buyer shall deliver to Escrow Holder FIFTY THOUSAND and 00/100 Dollars (\$50,000.00) as a good faith deposit ("Initial Deposit"). Such deposit shall be deposited into Escrow and credited against costs chargeable to Buyer at the Close of Escrow.

2. Deposit. The Initial Deposit and a subsequent deposit made by the Buyer in the amount of FIFTY THOUSAND and 00/100 Dollars (\$50,000.00) due on or before 61 calendar days after this Agreement is signed by both parties (the "Second Deposit"), are sometimes referred to herein as the "Deposits." The Deposits shall, if requested by Buyer, be deposited by Escrow Holder in an interest-bearing bank or savings and loan association account and the accrued interest shall become part of the Deposits. All Deposits shall be made by cash, check or wired funds.

C. Buyer's Entry onto Property. While this Agreement is in effect, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours and upon prior written notice to Seller, to make any and all inspections and tests as Buyer reasonably deems desirable and which may be accomplished without causing any material alteration or damage to the Property. Buyer agrees to indemnify, defend and hold Seller and the Property harmless from any and all costs, loss, liability, damages or expenses, of any kind or nature, arising solely out of or resulting from such entry.

### **III. Escrow**

A. Opening of Escrow. The "Escrow Holder" shall be Oak Tree Escrow Company in El Cajon, California. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received a fully executed copy of this Agreement (or signed duplicate counterparts) from both Buyer and Seller. Buyer and Seller agree to deposit this Agreement with Escrow Holder within two (2) business days after this Agreement has been signed by both parties ("Execution Date"). Escrow Holder shall confirm to Buyer and Seller, in writing, the date Escrow is opened, the expiration date of any review periods, and the Closing Date. In addition, Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement; Buyer and Seller agree to sign and deliver such supplemental escrow instructions to Escrow Holder within two (2) business days after receipt thereof. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control as between Buyer and Seller unless such supplemental instructions expressly state that they supersede or modify this Agreement.

B. Conditions Precedent. Buyer's obligation to purchase the Property from Seller is subject to the following conditions precedents, which are for Buyer's benefit only:

1. Conditions of Title. It shall be a condition to the Close of Escrow that title to the Property is conveyed to Buyer by Seller by Grant Deed subject only to any of the following approved conditions of title ("Approved Conditions of Title"):

- a. All nondelinquent real estate taxes and assessments.
- b. Building use or occupancy restrictions and zoning and building

laws and ordinances of the Federal, state, municipal, city and other governmental authorities having jurisdiction over the Property.

c. All matters which would be disclosed by an inspection or survey of the Property.

2. Title. Within seven (7) calendar days of the Execution Date, Seller shall provide Buyer at Seller's expense a preliminary report for the Property ("Preliminary Report") issued by First American Title Company ("Title Company"), together with copies of all exceptions and the documents supporting the exceptions ("Exceptions") in the Preliminary Report. Within thirty (30) calendar days following the Execution Date Buyer shall review the Preliminary Report and approve or disapprove of the conditions of the title reflected in the report ("Conditions of Title"). Should a supplemental report be issued disclosing additional title exceptions that significantly affect the operation of the Property or involve a material surface encroachment or impairment of access, then (i) the foregoing procedures shall apply to the new exceptions disclosed by the supplemental report, except that the above-referenced 7-day and 30-day periods shall be reduced to three (3) calendar days and ten (10) calendar days, respectively, and (ii) if necessary, the Close of Escrow shall be extended to the extent necessary to accommodate the foregoing procedures.

Seller agrees to pay and discharge upon Close of Escrow all deeds of trust, mortgages, mechanics' liens, judgments and attachment liens and other encumbrances securing an obligation to pay money which exist as of the date hereof or are created or suffered by Seller (other than (i) the Lease Option; (ii) taxes on Buyer's possessory interest in the Property, whether delinquent or non-delinquent; and non-delinquent taxes, special assessments, and other fees and assessments which are to be prorated as provided herein, and liens and encumbrances created or suffered by Buyer).

3. Title Policies. On or before the Completion of the Sale, Buyer shall have received evidence that Title Company is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, a California Land Title Association ("CLTA") extended owner's policy of title insurance ("Owner's Policy") for the parcel, in the face amount of the Purchase Price (the "Title Policy") with the endorsements Buyer may require ("Endorsements"), showing title to the Property vested in Buyer subject only to the Condition of Title, the lien of real property taxes for the current fiscal year not yet due or payable, and the standard preprinted exceptions and stipulations of the Title Policies.

4. Physical Condition of the Property. Within thirty (30) calendar days of the Execution Date Buyer shall review and approve or disapprove of the physical condition of the Property. Seller shall not cause the physical condition of the Property to deteriorate or change after the date of the inspection, normal wear and tear excepted, without the prior written consent of Buyer.

5. Property Documents. Within three (3) Business Days of this Agreement, Seller shall deliver to Buyer copies of all permits, soils reports, licenses, maintenance contracts, utility contracts, operating contracts, management contracts, service contracts, and other contracts pertaining to the Property, together with any amendments or modifications (collectively, "Property Documents"). Within thirty (30) calendar days following the Execution Date Buyer shall review and approve or disapprove each Property Document. On or before the Close of Escrow, Seller shall assign to Buyer all of Seller's rights and remedies under the Property Documents, to the extent assignable, pursuant to an assignment of contracts, warranties, guarantees, and other intangible property ("Assignment of Contracts") in form and substance satisfactory to Buyer. At Buyer's request, the Assignment of Contracts shall exclude Seller's rights under any Property Documents designated by Buyer. At Buyer's request, Seller shall obtain the consent to assignment of any other parties to the Property Documents that Buyer specifies. At Buyer's request, Seller shall terminate the Property Documents that Buyer specifies by delivering notices to the other parties under the Property Documents in sufficient time to terminate the Property Documents prior to the Close of Escrow.

6. Financing Contingency. Buyer shall have sixty (60) calendar days following the Execution Date to obtain commercially reasonable financing, which, when combined with the Deposits, will satisfy the Purchase Price.

7. City Acquisition of Sign Area. The parties understand that the City's acquisition of the Sign Area shall occur by separate agreement between the Buyer and the City. It is the intent of the Buyer and the City that the conveyance of title shall occur immediately following Close of Escrow in this transaction. In the event that the City has not, cannot, or will not purchase the Sign Area by the Close of Escrow, this condition to closing shall be deemed waived by the parties and be of no further force and effect as between the Seller and the Buyer.

8. [Reserved]

9. [Reserved.]

10. Warranty Bill of Sale. [Intentionally Omitted]

11. Failure of Conditions Precedent. If any of the Conditions Precedent have not been fulfilled within the applicable time periods or if Buyer disapproves of matters for which Buyer's approval is required, Buyer may:

a. Waive and Close. Waive the condition or disapproval and close Escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price; or

b. Cure and Close: Cure the failure of condition or representation and reduce the Purchase Price by an amount equal to the cost of cure; or

c. Terminate. Terminate this Agreement by written notice to Seller and to Title Company ("Buyer's Termination Notice").

C. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its standard coverage CLTA Owner's Form Policy of Title Insurance ("Title Policy") in the aggregate amount of the Purchase Price showing title to the Property vested in Buyer. Buyer may elect to request that Title Company issue an extended coverage title policy provided the issuance thereof does not delay the Close of Escrow.

D. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed or deeds conveying the Property to Buyer is or are recorded in the Official Records of San Diego County, California. Escrow shall close on or before fifteen (15) days after the Buyer's approval as set forth in paragraphs 2, 3, 4, 5, and 6, above (the "Closing Date").

E. Conditions to Close of Escrow.

Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions by written waiver):

1. Seller's Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.

2. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Closing Date and shall survive the closing. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Completion of Sale:

a. Disclosure. Seller has disclosed to Buyer all information concerning the Property to which Seller has access, and all information concerning the Property that Seller has provided to Buyer is complete and correct in all respects.

3. Condition of Property. To the best of Seller's knowledge, the Property is in good condition and free from any defects, including without limitation, erosion, drainage or soil problems, hazardous materials as defined in paragraph 14, below, physical, mechanical or electrical defects, defects in the pavement, or defects in utility systems.

4. Special Assessments or Condemnation. There are not presently pending (i) any special assessments, except as expressly stated in the Property Documents or

Preliminary Report, or (ii) condemnation actions against the Property or any party. Moreover, Seller has not received notice of any special assessments or condemnation actions being contemplated. There are no existing, proposed, or contemplated eminent domain proceedings that would affect the Property. Moreover, Seller has not received any notice of existing, proposed, or contemplated eminent domain proceedings that would affect the property.

5. Title.

a. Ownership. Seller is the legal and equitable owner of the Property, with full right to convey. Seller has not granted any options or rights of first refusal or rights of first offer to third parties to purchase or otherwise acquire an interest in the Property.

b. Encumbrances. The Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind, unless otherwise expressly stated in the Property Documents.

c. Encroachments. Except as shown on a survey, if obtained by the Buyer, there are no encroachments on the Property from adjoining properties, and the Property does not encroach on adjoining properties, easements, or streets.

d. Streets. There are no existing, proposed, or contemplated plans to widen, modify, or realign any street or highway which affects the contemplated size of, use of, or set-backs on the Property and the improvements.

6. Compliance with Laws. All laws, ordinances, rules, and regulations of any government or agency, body, or subdivision thereof, bearing on the construction, operation, ownership, or use of the Property, have been complied with by Seller.

7. Utilities. All water, sewer, electric, telephone, and drainage facilities, and all other utilities required by law or for the normal operation of the Property are installed to the property lines of the Property, have been connected, are connected with valid permits, are in good working order, and are adequate to service the Property.

8. Permits. Seller has obtained all appropriate licenses, permits, easements, and rights of way, including proofs of dedication, which are required to use and operate the Property. There are no commitments or agreements affecting the Property that have not been disclosed by Seller to Buyer in writing.

9. State of Facts. Seller is not in default of Seller's obligations or liabilities pertaining to the Property; nor are there facts, circumstances, conditions, or events, which, after notice or lapse of time, would constitute default. Seller has not received notice or information that any party to any of the Property Documents considers a breach

or default to have occurred; nor has Seller any reason to believe that there is likely to be a default under any of the documents.

10. Consents and Release. Seller has obtained all required consents, releases, and permissions to convey good and marketable title to Buyer.

11. Litigation. Seller is not involved in or aware of pending or threatened litigation that could affect the Property, or title to the Property. Furthermore, there are no proceedings pending or threatened against Seller before any court or administrative agency relating to the Property that may adversely affect the Property, now or in the future, or that may adversely affect Seller's ability to fulfill all obligations under this Agreement and the related documents.

12. Authority. This Agreement and all other documents delivered prior to or at the Completion of Sale (i) have been duly authorized, executed, and delivered by Seller; (ii) are binding obligations of Seller; (iii) are collectively sufficient to transfer all of Seller's rights to the Property; and (iv) do not violate the provisions of any agreement to which Seller is a party or that affect the Property, and do not violate articles of incorporation and bylaws subject, however, to applicable bankruptcy, insolvency, and other similar laws affecting the enforcement of creditors' rights generally, and to principles of equitable remedies.

13. Foreign Investment in Real Property Tax Act. Seller is not a "foreign person" within the meaning of Internal Revenue Code § 1445.

14. Toxic or Hazardous Waste.

a. To the best of Seller's knowledge, the Property is free and has always been free from Hazardous Substances and is not and has never been in violation of any Environmental Laws.

b. To the best of Seller's knowledge, there are no buried or partially buried storage tanks located on the Property.

c. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property or the potential violation of any Environmental Law.

d. There is no monitoring program required by the Environmental Protection Agency (EPA) or any similar state agency concerning the Property.

e. No toxic or hazardous chemicals, waste, or substances of any kind

have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks or holding areas, or by any other means.

f. The Property has never been used as a dump or landfill.

#### **IV. Seller's Covenants.**

Seller agrees as follows:

A. Payment of All Obligations. Seller shall have discharged all mechanics' and materialmen's liens arising from labor and materials furnished prior to the Completion of Sale. Seller will discharge all of Seller's obligations and liabilities under the Property Documents and any related documents arising prior to the Completion of Sale.

B. Brokers. Seller shall indemnify, defend, and hold Buyer harmless from loss, cost, or expense, including but not limited to attorney fees and court costs, resulting from any fee or commission claim by a broker or finder claiming through Seller.

C. Litigation. Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller that might affect the Property or any interest of Buyer.

D. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions by written waiver):

1. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer.

2. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow. Buyer represents to Seller the following:

a. Brokers. Buyer shall indemnify, defend, and hold Seller harmless from and against any loss, cost, or expense, including but not limited to, attorney fees and court costs, resulting from a fee or commission claim by a broker or finder claiming through Buyer.

b. Authority. This Agreement and all other documents delivered prior to or on the Completion of Sale, (i) have been authorized, executed, and delivered by Buyer; (ii) are binding obligations of Buyer; and (iii) neither violate the provisions of any agreement to which Buyer is a party, nor violate any articles

of incorporation or trust agreement of Buyer; subject, however, to applicable bankruptcy, insolvency, and other similar laws for enforcement of creditors' rights, and to principles of equitable remedies.

F. Deposits by Seller. At least two (2) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

1. Grant Deed. The Grant Deed in the form attached as Exhibit "B" conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form.

2. Seller's Certificate - Federal. A federal certificate of non-foreign status ("Federal Certificate"), duly executed by Seller, in the form normally used by the Escrow Holder.

3. Seller's Certificate - State. A California Franchise Tax Board Form 597-W, duly executed by Seller ("State Certificate").

G. Deposits by Buyer. At least one (1) day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder (a) in cash or cash equivalent the amount set out in Escrow Holder's estimate of Buyer's share of closing costs and proration charges payable pursuant to this Agreement, and the signed Natural Hazards Disclosure Statement if required to be provided by Seller.

**V. Costs and Expenses.**

A. The cost and expense of the Title Policy shall be paid by Seller, excluding additional costs for the Title Policy if Buyer elects to obtain any endorsements or extended coverage, in which event the premium and any additional cost for endorsements or extended coverage in excess of the premium for standard coverage as well as the cost of any survey necessary for the issuance of such policy shall also be paid by Buyer. Escrow Holder's fee shall be shared equally between Buyer and Seller. Seller shall pay all documentary transfer taxes payable in connection with the recordation of the Grant Deed, if any. Buyer shall pay the Escrow Holder's customary charges for document drafting, recording and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer shall be responsible for all of Escrow Holder's and Title Company's fees and charges.

B. Prorations. Except for current and delinquent (if any) possessory interest taxes, which remain the responsibility of the Buyer, real and personal property taxes, special assessments, and any owners' association and landscape maintenance district assessments on the Property (as appropriate) ("Taxes") shall be prorated on the basis that Seller is responsible for (i) all Taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period", and (ii) that portion of Taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close

of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. In the event that as of the Close of Escrow the actual Tax bills for the year or years in question are not available and the amount of Taxes to be prorated as aforesaid cannot be ascertained, then rates, mileages and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of Taxes for the year or years in question shall be determinable, then Taxes will be re-prorated between the parties to reflect the actual amount of Taxes, provided that a party makes written demand on the one from whom it is entitled to such adjustment within one (1) year after the Close of Escrow. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

Seller agrees to pay all taxes and assessments with respect to the Property that are allocable to the period before the Close of Escrow and to indemnify, defend and hold harmless Buyer from all loss, liability and expense arising from Seller's failure to pay such taxes and assessments.

Buyer agrees to pay all real property transfer taxes payable upon recordation of the Deed; and any sales and use taxes connected with the completion of sale.

C. Disbursements and Other Actions by Escrow. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

1. Prorations. Prorate all matters referenced above based upon the statement delivered into Escrow signed by the parties.
2. Recording. Cause the Grant Deed in the form of Exhibit "B" attached hereto, and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of San Diego County, California.
3. Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs to Seller, and disburse the balance of such funds, if any, to Buyer.
4. Documents to Buyer. Deliver the Federal Certificate and the State Certificate to Buyer.
5. Documents to Seller. [Intentionally Omitted]
6. Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

D. Seller's Representations and Warranties. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH HEREIN SELLER HAS MADE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS CONDITION, ITS PAST USE, OR ITS SUITABILITY FOR BUYER'S INTENDED USE, AND THAT BUYER IS PURCHASING

THE PROPERTY ON AN "AS-IS" BASIS. Notwithstanding the foregoing, Seller makes the following representations to Buyer: Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement; Seller has no actual knowledge of any Hazardous Materials on or under the Property or any underground tanks on the Property or of any claims, easements, leases or other liens or encumbrances affecting the Property that are not disclosed by the public records.

E. Buyer's Covenants, Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following covenants, representations and warranties (item 5 below, being a covenant running with the land, which may be included in the Grant Deed):

1. Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

2. Physical Condition. Buyer shall inspect the Property to the extent Buyer deems necessary or desirable. Buyer's closing of Escrow shall constitute Buyer's representation to Seller that Buyer is satisfied in all respects with the Property, including, without limitation, size, the physical condition and condition of any and all improvements.

3. "AS-IS" Nature Of Sale. Buyer acknowledges and agrees that except as set forth herein, or in referenced documents, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality of condition of the Property, including, without limitation, the water, soil and geology; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (f) the manner or quality of the construction or materials, if any, incorporated into the Property; (g) the manner, quality, state of repair or lack of repair of the Property; or (h) any other matter with respect to the Property, and specifically (except as set forth herein) that Seller, except as specifically stated herein or in related documents, has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of

any hazardous substance, as defined by the Comprehensive Environmental Response Compensation And Liability Act of 1980, as amended, and regulations promulgated thereunder. (The substances, wastes and materials that are regulated by the foregoing laws or any other state and/or federal laws are herein referred to as "Hazardous Materials.") Buyer further acknowledges and agrees that any information provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further acknowledges and agrees that the sale of the Property as provided for herein is made on an "AS-IS" condition and basis with all faults.

4. Except for Seller's representations and warranties set forth herein, Buyer and anyone claiming by, through or under Buyer hereby fully and irrevocably releases Seller, its partners, employees, officers, directors, shareholders, representatives, agents, successors and assigns, from any and all claims that it may now have or hereafter acquire against such persons and entities for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including, but not limited to, Hazardous Materials and environmental matters, affecting the Property, or any portion thereof. This release includes claims of which Buyer is presently unaware or that Buyer does not presently suspect to exist in its favor, which, if known by Buyer, would materially affect Buyer's release of Seller. Buyer specifically waives the provision of California Civil Code §1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Buyer agrees that said Property is to continue to be used solely for purposes of an outdoor dining and a public thoroughfare as provided in the Lease Option.

6. Intentionally Omitted.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. The representations and warranties of Buyer and Seller set forth in this Agreement shall be true on and as of the Close of Escrow and shall survive the closing.

10. Buyer's Indemnity. Buyer agrees to indemnify, protect and defend

Seller against and hold Seller harmless from any claims, losses, damages, costs or expenses including, without limitation, any reasonable attorneys' fees, asserted against, incurred or suffered by Seller resulting from any breach by Buyer following the Closing Date of express obligations of Buyer arising under this Agreement. Buyer's obligations under this Section 10 shall survive Close of Escrow or termination of this Agreement for a period of one year. In the event of a material breach by Buyer of this Agreement prior to the Closing Date, Seller shall have as its sole and exclusive remedy the right to retain the Deposit as liquidated damages to the extent and as provided below.

11. Seller's Indemnity. Seller agrees to indemnify, protect and defend Buyer against and hold Buyer harmless from any and all claims, demands, liabilities, losses, damages, costs and expenses including, without limitation, all reasonable attorneys' fees, asserted against, incurred or suffered by Buyer resulting from (i) any breach by Seller of this Agreement, (ii) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption, (iii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Close of Escrow, from any cause whatsoever except Buyer's inspection or other activities on or about the Property, or (iv) the untruth, inaccuracy or breach of any of the representations, warranties, covenants and agreements made by Seller pursuant to this Agreement. Seller's obligations under this Section 11 shall survive Close of Escrow or termination of this Agreement for a period of one year. Neither the foregoing nor any other provision of this Agreement shall limit the rights and remedies available to Buyer at law or in equity, whether by statute or otherwise, and all such rights and remedies shall be cumulative and non-exclusive.

12. Indemnification of Escrow Holder. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement.

13. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow of which Seller obtains actual knowledge. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property, Buyer may, at its option, elect either to: (i) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder and Buyer's Initial Deposit, Second Deposit (if made), and any extension fee(s) shall be refunded to Buyer, or (ii) continue this Agreement in effect, in which event upon the Close of Escrow, Buyer

shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

**VI. Further Assurances**

Whenever requested by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any other instruments and documents as may be necessary, expedient, or proper, to complete any conveyance, transfer, sale, or assignment contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement.

**VII. Miscellaneous**

A. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, delivered by reputable overnight carrier, sent by certified mail, postage prepaid, return receipt requested, or sent by telecopy, and shall be deemed received upon the earlier of (i) if personally delivered or delivered by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed, two (2) business days after the date of posting by the United States post office, (iii) if given by telecopy, when sent. Any notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To Buyer: JKC El Cajon, LLC  
1600 Valley River Drive, Suite 209  
Eugene OR 97401  
Attention: John Keifer

With a copy to: Hamilton W. Budge Jr.  
Gardner, Potter, Budge, Spickard & Cascagnette, LLC  
725 Country Club Road  
Eugene, OR 97401

To Seller: City of El Cajon as Successor Agency to the Former El  
Cajon Redevelopment Agency  
200 Civic Center Way  
El Cajon CA 92020  
Attention: Douglas Williford

With a copy to: Morgan L. Foley, Esq.  
McDougal, Love Eckis, Boehmer & Foley  
8100 La Mesa Blvd., Suite 200

La Mesa, CA 91942

To Escrow Holder: Oak Tree Escrows

El Cajon CA 92020

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

B. Brokers. Buyer and Seller each agree that Commercial Properties Group | Retail Insight ("Broker") represents both the Seller and the Buyer, in a "dual agency" relationship. Except for Broker's dual agency relationship, Buyer and Seller represents and warrants to the other that there will be no brokers' or finders' fees payable in respect of this transaction based upon any statement, representation or agreement made by Buyer or Seller, respectively. Any commission to Brokers shall be paid by Seller upon Close of Escrow in accordance with a separate agreement between Broker and Seller. If any claims for brokers' or finders' fees for the consummation of this Agreement arise, other than that to be paid by Sellers to the Brokers, then Buyer hereby agrees to indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller hereby agrees to indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller.

C. Legal Fees. In the event any lawsuit or arbitration proceeding is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, or for declaratory relief, the prevailing party in such action or proceeding shall be entitled to have and recover of and from the other party its costs and reasonable attorneys' fees.

D. Assignment. At any time Buyer is not in default hereunder, Buyer may assign its rights under this Agreement to a third party assignee. Seller shall not have the right to assign or mortgage this Agreement or any portion of this Agreement without Buyer's prior written consent.

E. Other Fees and Assessments. [Intentionally Omitted]

F. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

G. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their reasonable best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

H. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

I. Counterparts. This Agreement (and any amendments and escrow instructions) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered by telephonic facsimile transmission shall be valid and binding.

J. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. This Agreement shall be interpreted in accordance with its reasonable meaning, and not strictly for or against either party.

K. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

L. Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

M. Amendment to this Agreement. This Agreement, together with all referenced and/or attached documents, contains the entire understanding of the parties regarding the subject matter and may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

N. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

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

P. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

Q. Agreement. No agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

R. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

S. Confidentiality. Buyer shall keep all information and reports obtained from Seller or relating to the Property or the proposed transaction confidential and will not disclose any such

confidential information to any other person or entity without obtaining the prior written consent of Seller, unless required to disclose documents or reports by operation of law or by order of a court of competent jurisdiction.

T. Authority. Each individual who signs this Agreement on behalf of an entity represents and warrants that he/she is authorized to do so and to bind such entity.

U. Special Tax. There are no special taxes levied against the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at San Diego County, California as of the day and year first-above written.

**"BUYER"**

**"SELLER"**

JKC EL CAJON, LLC  
an Oregon limited liability company

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO LEGALITY AND  
FORM:

By: \_\_\_\_\_  
Morgan L. Foley, City Attorney

ACCEPTANCE BY ESCROW HOLDER

OAK TREE ESCROW COMPANY hereby acknowledges that it has received a fully executed counterpart of the foregoing Purchase and Sale Agreement and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: \_\_\_\_\_, 2014

OAK TREE ESCROW COMPANY

By: \_\_\_\_\_

Name: Bobbi Paul

Title: \_\_\_\_\_

**EXHIBIT A**

(Description of Property)

**EXHIBIT B**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

\_\_\_\_\_ Computed on the consideration or value of property conveyed; OR

\_\_\_\_\_ Computed on the consideration or value less liens or  
encumbrances remaining at time of sale.

\_\_\_\_\_  
Signature of Declarant or Agent determining tax - Firm Name

APN: 482-250-34

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereby GRANT(S) to JKC EL CAJON, LLC, an Oregon limited liability company

the real property in the City of El Cajon, County of San Diego, State of California, described as:

**[DESCRIBE]**

This conveyance is made subject to easements, restrictions and other matters of record, including, but not limited to,  
the following:

Property shall be used solely for purposes of an outdoor dining and public thoroughfare. The foregoing covenant  
shall run with the land.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

its

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**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

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September 9, 2014

Adriana Castaneda  
Management Analyst  
City of El Cajon  
Dept. of Community Development  
200 Civic Center Way  
El Cajon, CA 92020

*Reference:* APPRAISAL OF  
Vacant Site of 1.36 acres  
APN: 482-250-34-00  
572 N. Johnson Avenue  
El Cajon, CA 92020

Fee Simple Market Value as of May 27, 2014: \$1,750,000

Dear Ms. Castaneda:

Please be advise the appraisal completed on the above referenced property on May 27, 2014 includes mailing addresses 572-588 N Johnson Avenue. These addresses are included in APN# 482-250-34-00.

If you have any questions regarding this letter or the appraisal report, please feel free to contact me.

Respectfully submitted,



Mark A. Smith  
*Certified General Appraiser #AG006537*

**APPRAISAL OF**  
**Vacant Site**  
**572 N. Johnson Avenue**  
**APN 482-250-34-00**  
**El Cajon, California 92020**

FOR

City of El Cajon  
Adriana Castaneda, Management Analyst  
Dept. of Community Development  
200 Civic Center Way  
El Cajon, CA 92020

DATE OF VALUE

May 27, 2014

DATE OF REPORT

May 29, 2014

BY

Mark A. Smith  
Andrew A. Smith Company  
4215 Spring Street, Suite 225  
La Mesa, California 91941

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

**ANDREW A. SMITH COMPANY**

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

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May 29, 2014

Adriana Castaneda  
Management Analyst  
City of El Cajon  
Dept. of Community Development  
200 Civic Center Way  
El Cajon, CA 92020

*Reference:* APPRAISAL OF  
Vacant Site of 1.36 acres  
APN: 482-250-34-00  
572 N. Johnson Avenue  
El Cajon, CA 92020

Fee Simple Market Value as of May 27, 2014: \$1,750,000

Dear Ms. Castaneda:

At your request, and pursuant to your authorization, I have inspected the above referenced property and performed a market data search to formulate my opinion of the fee simple market value as of May 27, 2014. The opinion of value presented is based on the assumption the site is vacant and free and clear of any leases, liens and/or encumbrances.

I have made an on-site inspection of the subject, reviewed the sites zoning, and analyzed available data and information having a bearing on market value. My findings are submitted in this *Restricted Use Report* in an expanded letter format. Additional information upon which these findings are based will be retained in a work file, which are available upon request. In a *Restricted Use Report* the appraiser's opinions and conclusions may not be fully understood properly without reviewing the additional information available in the work file. The city of El Cajon is the only intended user of this report. See Limiting Conditions section.

**REAL ESTATE APPRAISED:** Assessor parcel number 482-250-34-00. Property is located in the city of El Cajon, California, 92020.

**OWNERSHIP OF RECORD:** City of El Cajon.

Adriana Castaneda  
Management Analyst  
May 29, 2014  
page 2

**PURPOSE OF THE APPRAISAL AND REPORT:** The objective of this appraisal is to assist the city of El Cajon in determining the unencumbered fee simple market value of the above referenced property for internal decision making, planning and possible sale of the site as of May 27, 2014. My opinion of value is subject to the assumptions and contingent conditions as set forth in this report.

**FUNCTION OF THE APPRAISAL:** The function or use of the report is to assist the client, the city of El Cajon, in evaluating the fee simple market value as of May 27, 2014. This report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and complies with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

**DATE OF VALUATION:** The subject was appraised as of May 27, 2014.

**DATE OF REPORT:** May 29, 2014

**PROPERTY RIGHTS APPRAISED:** Fee Simple Estate is defined on page 111 of the Thirteenth Edition of The Appraisal of Real Estate Appraisal (2008), sponsored by the Appraisal Institute as:

*"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat."*

**DEFINITION OF VALUE SOUGHT:** The term "market value" for Federally Insured Financial Institutions as used herein is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their best interests;

- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

I have interpreted the phrase "most probable price" to mean that amount of money a property will bring in the market on the date of valuation assuming good exposure to the market and the forceful, intelligent and concentrated effort to sell. It is not the highest price obtainable under any and all circumstances, such as the uninformed buyer or a buyer having a special need for that particular property.

**DEFINITION OF HIGHEST AND BEST USE:** As defined in the Fourteenth Edition of The Appraisal of Real Estate, published by the Appraisal Institute, highest and best use is:

*"Is the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value."*

**HISTORY OF THE PROPERTY:** The site transferred ownership on January 30, 2012, from the El Cajon Redevelopment Agency to the City of El Cajon. This was not an arms length transfer with no sales price reported. The El Cajon Redevelopment Agency acquired the site on August 24, 2009, for a recorded price of \$8,850,000 which included multiple properties. All improvements have been removed since the 2009 purchase. Prior to the August 2009 purchase the property was improved with three 1-story industrial buildings of concrete block construction on a concrete foundation. The center was originally designed as a multi-tenant automotive service center. The buildings were reportedly constructed in 1978. The buildings contained approximately 14,400 square feet and the site was asphalt paved and improved with approximately 50 marked open asphalt paved parking spaces.

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<sup>1</sup> The Appraisal of Real Estate, Fourteenth Edition, copyright 2013, Appraisal Institute.

Adriana Castaneda  
Management Analyst  
May 29, 2014  
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**DISCLOSURE OF COMPETENCY:** We are aware of the competency provision of USPAP and the author of this report meet the standards. Since 1982, Mark A. Smith has appraised numerous offices/industrial/commercial properties and land throughout San Diego County and Southern California. In addition, Mark Smith has appraised numerous residential properties including: remaining phases of existing residential subdivisions, nearly finished lots and raw land for future residential attached and detached unit subdivision developments, and large master-planned communities in various levels of development and/or construction.

**HIGHEST & BEST USE (As Vacant):** After inspection of the property, consideration of legal and physical constraints, neighborhood market trends, and analysis of permitted uses considering the site's location, access, configuration, and taking into consideration the present economic prospects for commercial uses as allowed by current zoning, I have concluded that the Highest and Best Use of the subject would be to develop the property with a well-designed commercial, office or mixed use building.

**HIGHEST & BEST USE (As Improved):** The site is currently unimproved. The Highest and Best Use of the subject as improved would be the same as vacant or to be develop the vacant lot with a well-designed commercial, office or mixed use building.

**IDENTIFICATION OF THE PROPERTY:** A formal legal description has not been provided for review. The San Diego County Assessor refers to the property as assessors' parcel number 482-250-34-00. The street address is 572 North Johnson Avenue, El Cajon, California, 92020.

**DESCRIPTION OF THE SITE:** The site is irregular in shape containing approximately 1.36 acres or 59,242 square feet per the County of San Diego Assessors records. The site is level, located at street grade, and assumed to be fully useable. The site is located on the west side of N. Johnson Avenue adjacent south of the east bound off-ramp of Interstate 8 at Johnson Avenue which is traffic controlled by a signal light. At the site Johnson Avenue is a four-lane traffic street with center turn lane. Located within the city of El Cajon, customary municipal utilities are available.

N. Johnson Avenue is a heavily-traveled street in the community with a 2010 average weekday traffic count of 16,100 vehicles at the site. The site also offers visibility to east bound traffic on Interstate 8. The general area is commercial in nature, particularly along N. Johnson Avenue.

Adriana Castaneda  
Management Analyst  
May 29, 2014  
page 5

ASSESSOR INFORMATION AS REPORTED BY REALIST

PARCEL NUMBER	ASSESSED LAND	ASSESSED IMPROVEMENTS	ASSESSED VALUE	13/14 TAXES	REPORTED GROSS LOT SIZE SF	REPORTED GROSS LOT SIZE ACRES
482-250-34-00	\$0	\$0	\$0	\$0	59,242 SF	1.36

Note: Owned by a public agency, the site is exempt from property taxes.

**ZONING:** The city of El Cajon has zoned the site C-M (Heavy Commercial - Light Industrial). The existing commercial center is conforming to the zone. The city of El Cajon describes the C-M zone as follows:

*The C-M zone is intended to provide for:*

*A. Light industrial uses with relatively minor impacts on the surrounding area and which are contained in buildings and consist of: light manufacturing, wholesale trade, processing, servicing, assembly and distribution.*

*B. Commercial trade uses consisting of wholesale and specific, listed retail uses, which combine aspects of commercial with light industrial operations, such that the commercial trade aspects occupy no more than fifty percent of the gross floor area of the building or buildings which make up the business on the same site. The commercial trade may be retail or wholesale or a combination of the two.*

*C. Commercial trade uses which are limited to the sale and/or distribution of large box items such as furniture, appliances, carpeting, etc. and the incidental sales of items accessory to the large box items as long as the incidental sales do not exceed fifteen percent of the total sales.  
(Ord. 4459, 1994.)*

**CURRENT USE/IMPROVEMENTS:** The site is currently a vacant unimproved finished lot. The site is fenced and currently used as a storage lot of new cars for a near-by car dealership.

**SCOPE OF THE APPRAISAL:** I will provide my opinion of market value based on the highest and best use as a vacant site. The initial step in the valuation process required that the property be physically inspected, which was last performed on May 26, 2014. The fee simple value of the property was estimated by applying the sale comparison approach to value. The

Adriana Castaneda  
Management Analyst  
May 29, 2014  
page 6

cost and income approaches to value were not considered to be an applicable approach for the subject.

I have concluded the exclusion of the cost and income approaches does not reduce the reliability of the concluded market value as is acceptable based on the provision per USPAP. The scope of work to be performed is consistent with the expectations of participants in the market for the same or similar appraisal service and with the appraiser's peers in performing the same or similar assignments in compliance with USPAP.

**SALES COMPARISONS APPROACH:** The Sales Comparison Approach compares the subject improvements to comparable properties that have recently sold or are listed for sale, preferably in the immediate market area. It is applicable to all types of properties for which there is sufficient data to analyze. This method of arriving at an indication of value is considered most reliable when properties are bought and sold in an area with regularity.

To value the subject property via the Sales Comparison Approach, a search was made for reasonably recent transactions, as of the date of value, of commercial sites with similar location, size, exposure, utility, improvements, comparable zoning and appeal. The site is unimproved with vacant lots and comparables with limited improvements considered to be the best indicators of value available.

#### **LAND VALUATION ANALYSIS**

In order to value the site as if vacant and available for development to its highest and best use, a search was made for sales of commercial oriented and zoned sites in El Cajon and the East County area. I made an effort to locate market data from within the general area to reduce any location adjustments needed. During my market data gathering process I looked for sites capable of supporting similar uses with a focus on location, size of the site, access, utilities and recent transactions. A broker or principal involved in the transactions was contacted (when possible) to confirm the price and terms of the sales as well as to gain additional information surrounding the transfer and trends in the immediate area. Each of the transactions was viewed on a drive-by basis to determine the comparability of the location, topography and other physical characteristics.

**Summary and Analysis of Land Sales** - I have included sales that reflect the thinking of various investors and developers that provide sufficient data to indicate a value range for the subject. After analyzing approximately 40 sale transactions, I found the following eight

Adriana Castaneda  
 Management Analyst  
 May 29, 2014  
 page 7

comparables to be of significant help in determining the value. The following chart summarizes those comparables that were deemed most useful in the analysis of value for the subject:

<b>LAND TRANSACTIONS SUMMARY</b>							
<b>SALE No.</b>	<b>LOCATION PARCEL NUMBER</b>	<b>DOCUMENT NO. SELLER/BUYER</b>	<b>SALE DATE</b>	<b>SALE PRICE</b>	<b>SITE Sq.Ft.</b>	<b>ZONE</b>	<b>PRICE PSF</b>
Subject	572 N Johnson Avenue El Cajon, 92020 482-250-34-00	N/A	N/A	N/A	59,242	C-M	N/A
1	2205 Vista Way Oceanside, 92054 165-120-20 & 57	14-027422 Nissan USA/Scripps Health	01/2014	\$6,531,500	192,100	CC	\$34.00
2	12087 Woodside Ave. Lakeside, 92040 382-070-76-00	13-376786 Othman/Velasquez	06/2013	\$1,100,000	22,216	C-36	\$49.51
3	7901 Navajo Road San Diego, 92119 675-430-10-00	13-182444 Silvestre/Phan	03/2013	\$550,000	27,443	CN-1-2	\$20.04
4	680 S. Marshall Ave. El Cajon, 92020 487-490-19-00	13-108387 Kamfiroozio/Sunroad	02/2013	\$3,350,000	168,534	C-G	\$19.88
5	9416 Mission Gorge Rd. Santee, 92071 381-040-43-00	12-0576509 Lowe's HIW Inc./ Chick-Fil-A ,Inc.	09/2012	\$1,000,000	26,998	GC	\$37.04
6	9414 Mission Gorge Rd. Santee, 92071 381-040-44-00	12-0472866 Kohls Dept. Store/ In-N-Out Burgers	08/2012	\$1,025,000	27,891	GC	\$36.75
7	300 El Cajon Boulevard El Cajon, 92020 487-321-02-00	12-385708 Goldene Trenfel LLC/ MAG 300 ECB LLC	07/2012	\$2,500,000	74,488	C-G	\$33.56
8	440 N. Johnson Ave. El Cajon, 92020 487-121-43-00	11-318816 El Cajon Redevelopment /Inland Properties	06/2011	\$2,500,000	104,544	C-M	\$23.91

**Transaction 1** is situated approximately 35 miles northwesterly of the subject in the city of Oceanside. The site is located near the northeast corner of Vista Way and State Highway 78 with superior highway exposure and access. The property consists of 4.41 acres and is generally rectangular in shape. The lot was previously used as a car dealership lot with

Adriana Castaneda  
Management Analyst  
May 29, 2014  
page 8

building improvements removed prior to the sale. The current zone is CC by the city of Oceanside, a general community commercial zone. The topography is level and all useable. The buyer purchased the site to build a medical facility. This was an all cash transaction. This property is overall superior to the subject property.

**Transaction 2** is located approximately 4.5 miles northerly of the subject in the community of Lakeside. The site is signalized corner location with superior exposure and access. The site was previously improved as a gas station. The zone is C-36, a general commercial zone. The buyer put a cash down payment of \$772,000 (70%) and obtained financing of \$328,000 from Private Individual FAS Financial Inc. Overall, this property is superior to the subject property.

**Transaction 3** is located approximately 3 miles northwesterly of the subject in the city of San Diego. The site is signalized corner location with inferior exposure. The site was previously improved as a gas station but was a vacant lot at the time of sale. The zone is CN-1-2, a general neighborhood commercial zone. The buyer put a cash down payment of \$150,000 (27.3%) and the seller carried the balance of \$400,000. Overall, this property is inferior to the subject property.

**Transaction 4** is situated approximately one mile southerly of the subject in the city of El Cajon. The site is located at the southwest corner of Marshall Avenue and El Cajon Boulevard with superior exposure and access. The property consists of 3.87 acres and is generally rectangular in shape. The lot was previously used as a car dealership lot with the buyer removing all improvements. The site is zoned is C-G by the city of El Cajon, a general commercial zone. The topography is level and all useable. The buyer purchased the site to build a new car dealership facility. The buyer put a cash down payment of \$850,000 (25.4%) and obtained a new 1<sup>st</sup> loan of \$2,500,000 from BMW Financial Services NA, LLC. This property is overall inferior to the subject property.

**Transaction 5** is located about 3 miles northerly of the subject property in the site of Santee. The site is a pad location within an existing shopping center with good frontage and signalized access to Mission Gorge Road. The overall access, exposure and location are superior to the subject. The site is level and all useable. The site is zoned GC, a general commercial zoning. This was an all cash sale. The buyer has constructed a Chick-Fil-A fast food restaurant on the site. Overall, this property is superior to the subject property.

Adriana Castaneda  
Management Analyst  
May 29, 2014  
page 9

**Transaction 6** is located about 3 miles northerly of the subject property in the site of Santee. The site is a pad location within an existing shopping center with good frontage and signalized access to Mission Gorge Road. The overall access, exposure and location are superior to the subject. The site is level and all useable. The zone is zoned GC, a general commercial zoning. This was an all cash sale. The buyer has constructed an In-N-Out fast food restaurant on the site. Overall, this property is superior to the subject property.

**Transaction 7** is situated approximately one-half mile southerly of the subject in the city of El Cajon. The site is located on the west side of El Cajon Boulevard, south of Main Street with inferior exposure and access. The property consists of 1.71 acres and is generally rectangular in shape. The lot was previously used as a car dealership with approximately 26,172 square feet of showroom and repairs facilities. The building was vacant for several years with the improvements in average to fair condition. The site is zoned C-G by the city of El Cajon, a general commercial zone. The topography is level and all useable. The buyer purchased the site for use as a new car dealership facility and owned addition vacant sites surrounding the property. The buyer put a cash down payment of \$750,000 (30%) and obtained a loan of \$1,750,000 from a private lender. This property is overall superior to the subject property.

**Transaction 8** is the transaction located two sites south from the subject on N. Johnson Avenue. The property was a vacant ready to build site at the time of sale. The site has direct signalize access on N. Johnson Avenue. The terrain is level and all useable. The zone is C-M. The seller was the El Cajon Redevelopment Agency. The agency confirmed the sales price was at market price. The sale was financed through the Redevelopment Agency with a \$600,000 (24%) cash down payment. The buyer has improved the site for commercial truck sales. The buyer has the potential to reduce the loan based on sales tax generation at the site. Overall, this property is similar to the subject property but required upward adjustments for the date of sale.

The table on the following page summarizes the major categories of comparison of the sales with the subject property.

The subject property was placed on an array with the sale transactions based on its comparability in the table below. It falls between Transaction 7, which is considered superior at \$33.56 per square foot and Transaction 9 which is considered inferior and sold at \$23.91 per square foot.

Adriana Castaneda  
 Management Analyst  
 May 29, 2014  
 page 10

<i>LAND TRANSACTIONS ARRAY</i>			
<b>NO.</b>	<b>LOCATION ASSESSOR'S PARCEL NUMBER</b>	<b>PRICE/ SQ. FT.</b>	<b>COMPARISON</b>
2	12087 Woodside Ave. Lakeside, 92040	\$49.51	Superior
5	9416 Mission Gorge Santee, 92071	\$37.04	Superior
6	9414 Mission Gorge Santee, 92071	\$36.75	Superior
1	2205 Vista Way Oceanside, 92054	\$34.00	Superior
7	300 El Cajon Boulevard El Cajon, 92020	\$33.56	Superior
	<b>SUBJECT PROPERTY</b>		
8	440 N. Johnson Avenue El Cajon, 92020	\$23.91	Inferior
3	7901 Navajo Road San Diego, 92119	\$20.04	Inferior
4	680 S. Marshall Avenue El Cajon, 92020	\$19.88	Inferior

The table on the following page summarizes the major categories of comparison of the sales with the subject property.



**ANALYSIS OF MARKET DATA:** The preceding comparables represent market transactions which are somewhat similar to the subject and represent the transactions which are considered to be the best indicators of value located. After applying the appropriate adjustments, I have concluded that the subject has a market value of approximately \$27.50 to \$31.00 per square foot of site area. Given an estimated lot size of 59,242 square feet, a valuation of \$1,629,155 to \$1,836,502 is indicated by the Sales Comparison Approach which was rounded to \$1,750,000. This equates to approximately \$29.54 per square foot. Based upon my analysis of the data and my experience, it is my opinion the subject vacant site has a market value for the fee simple interest of \$1,750,000 as of the date of value May 27, 2014.

***ONE MILLION SEVEN-HUNDRED FIFTY THOUSAND DOLLARS***  
***(\$1,750,000)***

**INDICATED EXPOSURE TIME:** Six to 12 months. For the purpose of this report, an exposure time of approximately nine months is considered appropriate

**INDICATED MARKETING TIME:** My appraised value estimates a marketing period similar to exposure time, or approximately nine months.

The valuation and this report are prepared in conformance with the Code of Professional Ethics and the Uniform Standards of Professional Practice (USPAP) as promulgated by the Appraisal Foundation. It is subject to the Certification, Assumptions and Limiting Conditions and Definitions contained in this report.

Thank you for this opportunity to be of service. If you have any questions regarding this appraisal report, please feel free to contact me.

Respectfully submitted,



Mark A. Smith  
*Certified General Appraiser #AG006537*

# **ADDENDA**

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

The real estate that is the subject of this appraisal was valued as of May 27, 2014.



Mark A. Smith  
Certified General Appraiser #AG006537

Date: 05/30/2014

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report was prepared with the following basic assumptions.

1. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations such as title defects, liens, encroachments or overlapping boundaries. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report.
3. Responsible ownership and competent management are assumed.
4. Maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.
5. Soils engineering studies were not provided and it is assumed that there are no hidden or unapparent conditions which would render the subject more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
6. It is assumed that there are no environmental or ecological factors that would prevent orderly development of the land to its estimated Highest and Best Use or preclude continued Highest and Best Use of the improvements.
7. Neither all nor part of the contents of this report (especially any conclusions of value, the identity of the appraisers) shall be disseminated to the public through advertising, public relations, news, sales or other media without prior written consent of Mark A. Smith.
8. By reason of this appraisal, I am not required to give further consultation, testimony, or be in attendance in court with reference to the subject, unless arrangements have been previously made.
9. I assume no responsibility for economic or physical factors that may affect the opinions stated in this report that occurs at some date after the letter transmitting this appraisal report.
10. I have assumed the site is free and clear of any adverse easements or encroachments.

## ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

11. The identification of toxic or hazardous waste is beyond the expertise of the real estate appraisers. I recommend employment of a professional in that field to identify, quantify and/or dispose of any problems, if they exist.

12. The appraiser assumes no responsibility for any hazardous or toxic waste substance (including those that are on the site either underground or stored) and this appraisal assumes that there are no such influences unless otherwise stated within the body of this report. It should be understood that adverse toxic or hazardous waste conditions found on the site could dramatically impact the indicated value.

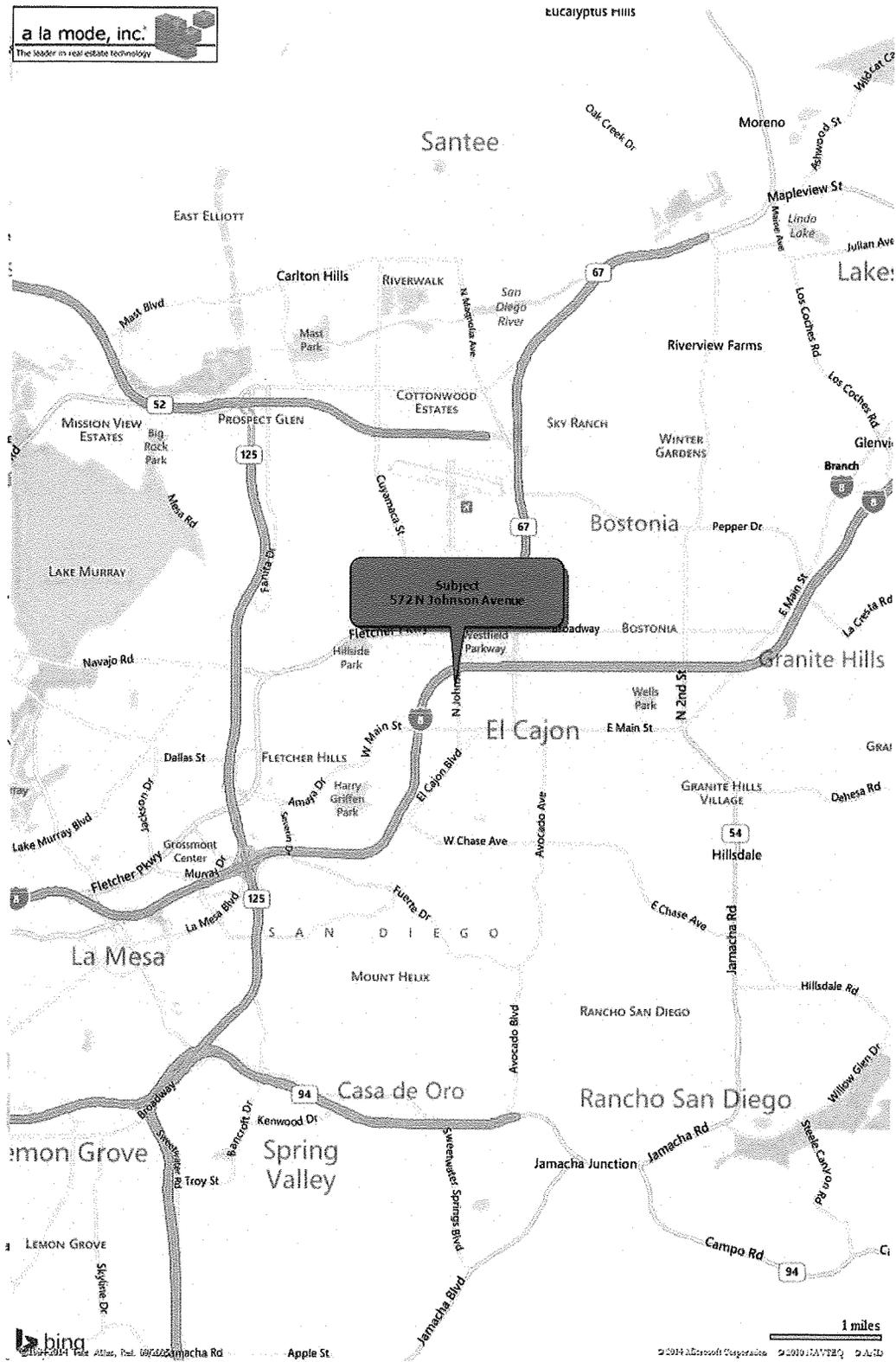
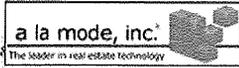
13. This is a *Restricted Use Report* which is intended to comply with the reporting requirements set fourth under Standard Rule 2-2 (c) of the Uniform Standards of Professional Appraisal Practice for a *Restricted Report*. As such, it does not include discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report. The city of El Cajon is the only intended user of this report.

14. Lot size was obtained from Realist data source. It is recommended the sites be surveyed to confirm land areas prior to making any final decisions.

15. Certification Addendum: I have not performed any prior appraisal services regarding the subject property, as an appraiser, within the three (3) year period immediately preceding acceptance of this appraisal assignment.

16. This appraisal is subject to the following Extraordinary Assumptions: The value conclusion assumes an environmentally clean site. If the site is not clean, it would alter my final conclusion of value. The site in the past has been leased by several auto repair businesses. I have assumed the site has NOT been contaminated from the prior automotive repair users. Should the site be contaminated or have environmentally issues the opinion of value could be significantly less.

# LOCATION MAP



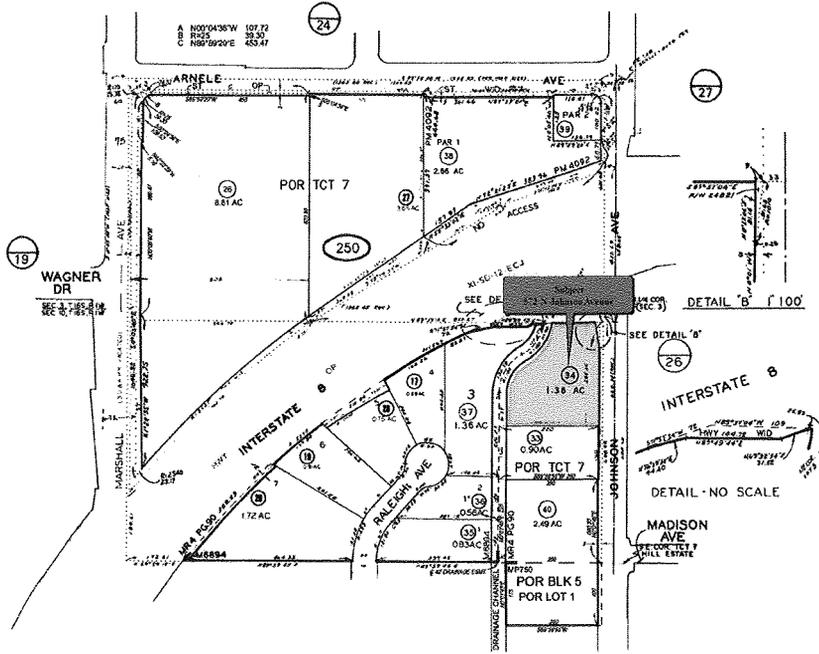
# PLAT MAP

03

482-25



482-250



CHANGES

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SAN DIEGO COUNTY  
ASSESSOR'S MAP  
BOOK 482 PAGE 25

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

487  
12  
SHT 1

MAP 6894-VALLEY INDUSTRIAL PARK  
MR 4-PO 90(CC 282)-HILL ESTATE IN RHO EL CAJON  
MAP 750(LS 50)-RHO EL CAJON TRACTS E & F  
ROS 9809

# SUBJECT PHOTOGRAPHS

May 26, 2014



Looking westerly toward the subject from N. Johnson Avenue.



Looking southwesterly toward the subject from N. Johnson Avenue.

## SUBJECT PHOTOGRAPHS

May 26, 2014



Looking northwesterly toward the subject from N. Johnson Avenue.



Looking in a southwesterly direction over the subject site.

## SUBJECT PHOTOGRAPHS

May 26, 2014



Looking in an easterly direction over the subject site.



Looking in a westerly direction toward the Interstate 8 off-ramp and its intersection with Johnson Avenue. The subject is located on the left side of the picture.

## SUBJECT PHOTOGRAPHS

May 26, 2014



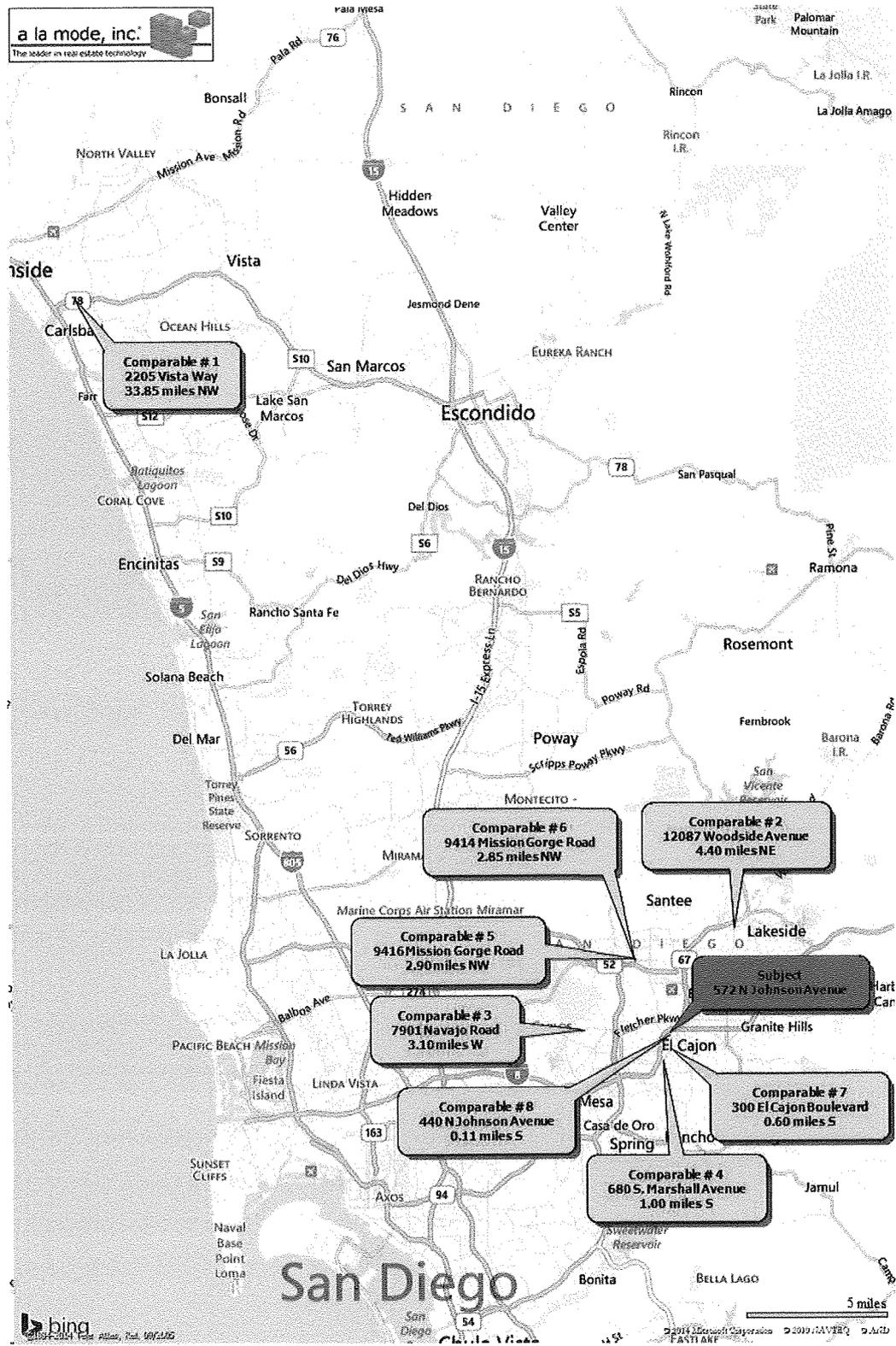
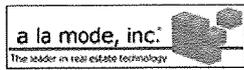
Looking in a southerly direction along N. Johnson Avenue from the intersection with the Interstate 8 off-ramp. The subject is located on the right side of the picture.



Looking in a northerly direction along N. Johnson Avenue. The subject is located on the left side of the picture.



# LAND SALES LOCATION MAP



## **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](mailto: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  
California Bank & Trust  
Citicorp  
Community National Bank  
Countrywide  
Downey Savings  
Evangelical Christian Credit  
Union  
First Capital  
First Franklin  
First Western Mortgage  
Flagstar Bank

Greyhound Leasing  
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 Kellett, 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

**AGENDA REPORT**  
**CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD**  
**September 17, 2014, Meeting**

**SUBJECT: TRANSFER OF SUCCESSOR AGENCY LAND IMPROVEMENTS TO THE CITY OF EL CAJON AS OF FISCAL YEAR ENDING JUNE 30, 2014**

**RECOMMENDED ACTION:** That the Oversight Board adopt the proposed Resolution OB-24-14 to : Approve the transfer of land improvements from the Successor Agency to the former El Cajon Redevelopment Agency (“Successor Agency”), to the City of El Cajon as of June 30, 2014.

**BACKGROUND:** Existing law requires the Successor Agency of El Cajon to wind down the affairs of the dissolved El Cajon Redevelopment Agency (“Agency”) including disposing of all the assets of the former Agency. The disposition of the Agency’s real property assets has been addressed through the approved Amended Long Range Property Management Plan (“Amended Plan”). Land improvements are not included in the Amended Plan and require separate action by the Oversight Board.

Prior to dissolution of the redevelopment agencies, the former Agency invested in land improvement projects to eliminate blight and improve public facilities in the community. These improvements were included in the non-housing assets transferred to the Successor Agency as part of the dissolution process. At June 30, 2014, the following land improvements were physically in the possession of the City and were being maintained by the City as well:

- ***Civic Center Plaza Improvements (\$3,807,593)*** - In Fiscal Year 2010-11, the former Agency utilized bond proceeds to provide funding for the design and construction of the Civic Center Plaza Improvements Project that included a water feature, plaza, and associated landscape areas on City-owned land. Furthermore, the City has been providing the ongoing maintenance of these land improvements since their construction completion.
- ***Prescott Promenade Improvements (\$783,396)*** - On April 16, 2014, the Oversight Board approved the transfer of the Site #3 Prescott Promenade to the City for governmental purpose pursuant to the Amended Plan. The land improvements on the real property should be transferred to the City, who will be responsible for the ongoing maintenance of the Prescott Promenade. The land improvements are not included in the Amended Plan and require separate action to transfer.

Staff is requesting the Oversight Board to approve the transfer of land improvements as of fiscal year ending June 30, 2014. This will ensure that the capital assets amount reported in the Fiscal Year 2013-14 financial statements reflect the actual value of assets of the Successor Agency at June 30, 2014.

**CEQA:** The actions taken by adopting this resolution does not commit the Oversight Board to any actions that may have a significant effect on the environment. As a result, such actions do not constitute projects subject to the requirements of the California Environmental Quality Act.

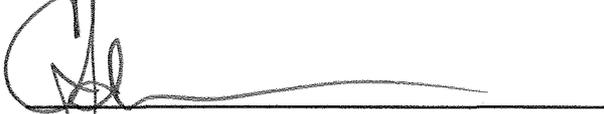
**FISCAL IMPACT:** The land improvements would have no value in the open market since the titles to the underlying land parcels are held by the City. The land improvements should be transferred to the City, who will be responsible for ongoing maintenance and eventual replacement of the improvements.

**ATTACHMENTS:**

1. Proposed Resolution OB-24-14
2. Fixed Asset Listing & Project Transaction – Civic Center Plaza Improvements (RDR0708 - Fountain & Plaza Upgrades)
3. Fixed Asset Listing & Project Transaction – Prescott Promenade Improvements (RD0718)

Oversight Board Agenda Report  
Transfer of Successor Agency Land Improvements  
September 17, 2014 Agenda

**Prepared by:**



**Clay Schoen**  
**Director of Finance**

**Reviewed by:**

  
**Majed Al-Ghafry**  
**Secretary/Assistant City Manager**

**Approved by:**

  
**Douglas Williford**  
**Executive Director/City Manager**

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RESOLUTION NO. OB-24-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER CITY OF EL CAJON REDEVELOPMENT AGENCY APPROVING THE TRANSFER OF SUCCESSOR AGENCY LAND IMPROVEMENTS TO THE CITY OF EL CAJON AS OF FISCAL YEAR ENDING JUNE 30, 2014.

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") including disposing of all assets of the former Agency; and

WHEREAS, Health and Safety Code Section 34181(a) gives the Oversight Board authority over matters relating to disposition of assets and properties of the former Agency; and

WHEREAS, as permitted by the Community Redevelopment Law prior to dissolution of redevelopment agencies throughout California, certain land improvements were funded by the former Agency; and

WHEREAS, the Civic Center Plaza Improvements, with a current book value of \$3,807,593.13 as reflected in Exhibit "1", were designed and constructed utilizing bond proceeds from the former Agency in Fiscal Year 2010-11, and the land improvements were constructed on City-owned land and maintained by the City; and

WHEREAS, the Oversight Board, on April 16, 2014, approved the transfer of Site #3 Prescott Promenade to the City for government purpose pursuant to the Amended Long Range Property Management Plan, and that the Prescott Promenade land improvements, with a current book value of \$783,396.31 as reflected in Exhibit "2", should be transferred to the City who will be responsible for ongoing maintenance; and

WHEREAS, the Successor Agency is requesting approval to transfer the land improvements to the City as of fiscal year ending June 30, 2014, to ensure that the Successor Agency financial statements reflect the actual Successor Agency assets at June 30, 2014.

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. The proposed transfer is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because it will not cause a physical change to the environment
  - 3. The proposed transfer would be in the best interest of the taxing entities because it will dispose of the land improvements and enforceable obligations the City of El Cajon in an expeditious manner; and,
- B. The Oversight Board hereby APPROVES transfer of land improvements, Civic Center Plaza Improvements and Prescott Promenade Improvements, from the Successor Agency to the El Cajon Redevelopment Agency to the City of El Cajon as of fiscal year ending June 30, 2014.

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 17th day of September 2014, by the following vote to wit:

AYES :  
NOES :  
ABSENT :

\_\_\_\_\_  
Debra Turner-Emerson, Chairperson

ATTEST:

\_\_\_\_\_  
Majed Al-Ghafry, Oversight Board Secretary

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SPI  
DATE: 09/02/2014  
TIME: 10:10:57

CITY OF EL CAJON  
FIXED ASSETS LISTING

SELECTION CRITERIA: assets.tagno='48811133L1'  
SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
48811133L1 -000	CIVIC CENTER PLAZA IMPROVEMENT MFR	CLF I	FUNDING 0810	CAPITAL ASSET Y	EST LIFE 10	DEP LIFE 10			
	MODEL	CAT 3	PO RDR0708	UNITS 1	DEP Y POST DP Y	DEP METH SL			
	S/N	LOC 200	CHECK FY2011	UN CST 2372586.07	SALVAGE VALU				.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 06/30/12	COST 2372586.07	ACCUM DEP				474517.22
	CONDITION STATUS ACTIVE	DPT 0810	INS CO		REM BOOK BASIS				1898068.85
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	DEP BASIS				2372586.07
					LAST POSTING DATE				06/30/14
					SALE AMOUNT				.00
					RETIRED DATE				

PO DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
T310 GENERAL GOVERNMENT	290110 REDEVELOPMENT	0810000	9070	1.00

48811133L1 -001	CIVIC CENTER PLAZA IMPROVEMENT MFR	CLF I	FUNDING 0810	CAPITAL ASSET Y	EST LIFE 10	DEP LIFE 10			
	MODEL	CAT 3	PO RDR0708	UNITS 1	DEP Y POST DP Y	DEP METH SL			
	S/N	LOC 200	CHECK FY2012	UN CST 2386905.34	SALVAGE VALU				.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 06/30/12	COST 2386905.34	ACCUM DEP				477381.06
	CONDITION STATUS ACTIVE	DPT 0810	INS CO		REM BOOK BASIS				1909524.28
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	DEP BASIS				2386905.34
					LAST POSTING DATE				06/30/14
					SALE AMOUNT				.00
					RETIRED DATE				

PO DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
T310 GENERAL GOVERNMENT	290110 REDEVELOPMENT	0810000	9070	1.00

SORT GROUP	TOTAL	2 RECORDS
COST		4,759,491.41
INSURANCE VALUE		.00
SALVAGE VALUE		.00
ACCUMULATED DEPRECIATION		951,898.28
SALE AMOUNT		.00

REPORT TOTAL	2 RECORDS SELECTED
COST	4,759,491.41
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	951,898.28
SALE AMOUNT	.00
<b>Book value: \$ 3,807,593.13</b>	

SPI  
 DATE: 08/28/2014  
 TIME: 14:08:59

CITY OF EL CAJON  
 PROJECT TRANSACTION ANALYSIS

PAGE NUMBER: 1  
 AUDIT51

SELECTION CRITERIA: transact.yr='11' and transact.project='RDR0708' and transact.proj\_acct matches '9\*'  
 User has chosen to exclude year end rollover transactions.  
 ACCOUNTING PERIOD: 2/15

PROJECT - RDR0708 - FOUNTAIN AND PLAZA UPGRDS

ACCOUNT	DATE	T/C	ENC/RCV	REFERENCE	PAYER/VENDOR	BUDGET	EXPENSES RECEIPTS	ENCUMBRANCES RECEIVABLES	DESCRIPTION
9055					LAND IMPROVEMENTS				
	1 /11				06/30/10 15	.00			POSTED FROM BUDGET SYSTEM
	12/11		06/10/11	20	89635B WT111280		5,904.30	-5,904.30	PROGRESS PAYMENT THRU 6/9
	12/11		06/10/11	20	89635A WT111279		53,138.70	-53,138.70	PROGRESS PAYMENT THRU 6/9
	12/11		06/13/11	18	89635A			.00	CHANGE ORDER - 7
	12/11		06/13/11	18	89635B			.00	CHANGE ORDER - 7
	12/11		06/13/11	18	89635A			2,070,000.00	CHANGE ORDER - 6
	12/11		06/13/11	18	89635A			1,954,800.00	CHANGE ORDER - 6
	12/11		06/13/11	18	89635A			-183,037.50	CHANGE ORDER - 7
	12/11		06/13/11	18	89635A			230,000.00	CHANGE ORDER - 6
	12/11		06/13/11	18	89635A			.00	CHANGE ORDER - 7
	12/11		06/13/11	18	89635B			217,200.00	CHANGE ORDER - 6
	12/11		06/13/11	17	89635A			183,037.50	INCREASE FOR BALANCE OF C
	12/11		06/13/11	17	89635B			20,337.50	ESCROW ACCOUNT INCREASE F
	12/11		06/13/11	18	89635B			-20,337.50	CHANGE ORDER - 7
	12/11		06/13/11	18	89635B			.00	CHANGE ORDER - 7
	12/11		06/24/11	20	89635A WT111283		205,470.90	-205,470.90	PROGRESS PAYMENT THRU 5/3
	12/11		06/24/11	20	89635B WT111284		22,830.10	-22,830.10	PROGRESS PMT THRU05/31/11
	13/11		06/30/11	19	13-0092		1,711,025.00		CC PLAZA ITEMS-ORIG CONTR
	13/11		06/30/11	19	13-0092		35,546.46		CC PLAZA ITEMS-CC0#003
	13/11		06/30/11	19	13-0092		59,285.00		CC PLAZA ITEMS-CC0#001
TOTAL					LAND IMPROVEMENTS	.00	2,093,200.46	4,184,656.00	
TOTAL					EXPENSE	.00	2,093,200.46	4,184,656.00	
9060					BUILDINGS & IMPROVEMENTS				
	1 /11				07/01/10 15	.00			
	9 /11		03/09/11	18	89635B			.00	CHANGE ORDER - 5
	9 /11		03/09/11	18	89635A			.00	CHANGE ORDER - 5
	9 /11		03/09/11	16					CC ITEM 1.9 03/08/2011
	9 /11		03/09/11	16					CC ITEM 1.9 03/08/2011
	9 /11		03/09/11	18	89635B			230,000.00	CHANGE ORDER - 5
	9 /11		03/09/11	17	89635B			217,200.00	ESCROW ACCOUNT INCREASE A
	9 /11		03/09/11	17	89635A			1,954,800.00	INCREASE PER CONTRACT CHA
	9 /11		03/09/11	16				825,400.00	FR 9065-CC 1.26 12/14/10
	9 /11		03/09/11	16				1,781,000.00	RECLASS FR 9065-ORIG BUDG
	9 /11		03/09/11	18	89635A			2,070,000.00	CHANGE ORDER - 5
	11/11		05/31/11	16				-5,500.00	ADJ TO ACCT 8315
	12/11		06/13/11	18	89635A			-1,954,800.00	CHANGE ORDER - 6
	12/11		06/13/11	18	89635B			-217,200.00	CHANGE ORDER - 6
	12/11		06/13/11	18	89635A			-2,070,000.00	CHANGE ORDER - 6
	12/11		06/13/11	18	89635B			-230,000.00	CHANGE ORDER - 6
	13/11		06/30/11	19	13-0131		245,246.50		ACCUE JUNE INV-LEDCOR
	13/11		06/30/11	19	13-0131		27,249.61		ACCUE JUN INV-LEDCOR RTN
TOTAL					BUILDINGS & IMPROVEMENTS	4,900,900.00	272,496.11	.00	
TOTAL					EXPENSE	4,900,900.00	272,496.11	.00	

SPI  
 DATE: 08/28/2014  
 TIME: 14:08:59

CITY OF EL CAJON  
 PROJECT TRANSACTION ANALYSIS

PAGE NUMBER: 2  
 AUDIT51

SELECTION CRITERIA: transact.yr='11' and transact.project='RDR0708' and transact.proj\_acct matches '9\*'  
 User has chosen to exclude year end rollover transactions.  
 ACCOUNTING PERIOD: 2/15

PROJECT - RDR0708 - FOUNTAIN AND PLAZA UPGRDS

ACCOUNT	DATE	T/C	ENC/RCV	REFERENCE	PAYER/VENDOR	BUDGET	EXPENSES RECEIPTS	ENCUMBRANCES RECEIVABLES	DESCRIPTION
9065									
	1 /11					1,781,000.00			ORIGINAL BUDGET
	6 /11					825,400.00			CC ITEM 1.26
	9 /11					-2,606,400.00			RECLASS TO 9060
	9 /11			600735	13486 WEST COAST ARBOR		6,889.50	.00	CIVIC CENTER TREE REM
TOTAL						.00	6,889.50	.00	
TOTAL						.00	6,889.50	.00	
TOTAL						.00	.00	.00	
TOTAL						4,900,900.00	2,372,586.07	4,184,656.00	
TOTAL						-4,900,900.00	-2,372,586.07	-4,184,656.00	
TOTAL						.00	.00	.00	
TOTAL						4,900,900.00	2,372,586.07	4,184,656.00	
TOTAL						-4,900,900.00	-2,372,586.07	-4,184,656.00	

SPI  
 DATE: 08/28/2014  
 TIME: 14:53:01

CITY OF EL CAJON  
 PROJECT TRANSACTION ANALYSIS

PAGE NUMBER: 1  
 AUDIT51

SELECTION CRITERIA: transact.yr='12' and transact.project='RDR0708'  
 User has chosen to exclude year end rollover transactions.  
 ACCOUNTING PERIOD: 2/15

PROJECT - RDR0708 - FOUNTAIN AND PLAZA UPRGRS

ACCOUNT	DATE	T/C	ENC/RCV	REFERENCE	PAYER/VENDOR	BUDGET	EXPENSES RECEIPTS	ENCUMBRANCES RECEIVABLES	DESCRIPTION
8315	ARCHITECTURAL SERVICES								
1	/12	07/01/11	16			20,000.00			FY 2011-2012 BUDGET
2	/12	08/24/11	21	89799	603770 15798 WIMMER YAMADA AN		6,260.00	-6,260.00	EC SUPERBLOCK RENOVAT
3	/12	09/01/11	17	89799	15798 WIMMER YAMADA AN			5,500.00	INCREASE PER THIRD AMENDM
4	/12	10/20/11	21	89799	604773 15798 WIMMER YAMADA AN		2,374.71	-2,374.71	EC SUPERBLOCK RENOVAT
4	/12	10/20/11	21	89799	604773 15798 WIMMER YAMADA AN		1,366.79	-1,366.79	EC SUPERBLOCK RENOVAT
4	/12	10/20/11	21	89799	604773 15798 WIMMER YAMADA AN		1,588.50	-1,588.50	EC SUPERBLOCK RENOVAT
5	/12	11/09/11	21	89799	605132 15798 WIMMER YAMADA AN		1,799.96	-1,799.96	EC SUPERBLOCK
5	/12	11/09/11	21	89799	605132 15798 WIMMER YAMADA AN		1,035.99	-1,035.99	EC SUPERBLOCK
5	/12	11/09/11	21	89799	605132 15798 WIMMER YAMADA AN		1,204.05	-1,204.05	EC SUPERBLOCK
6	/12	12/21/11	21	89799	605979 15798 WIMMER YAMADA AN		660.57	-660.57	EC SUPERBLOCK RENOV
6	/12	12/21/11	21	89799	605979 15798 WIMMER YAMADA AN		1,147.70	-1,325.33	EC SUPERBLOCK RENOV
6	/12	12/21/11	21	89799	605979 15798 WIMMER YAMADA AN		767.73	-767.73	EC SUPERBLOCK RENOV
7	/12	01/31/12	21	0	606531 15798 WIMMER YAMADA AN		2,722.95	.00	EC SUPERBLOCK RENOV
7	/12	01/31/12	21	89799	606531 15798 WIMMER YAMADA AN		118.81	-118.81	EC SUPERBLOCK RENOVAT
7	/12	01/31/12	21	89799	606531 15798 WIMMER YAMADA AN		102.24	-102.24	EC SUPERBLOCK RENOVAT
TOTAL	ARCHITECTURAL SERVICES					20,000.00	21,150.00	-13,104.68	
TOTAL	EXPENSE					20,000.00	21,150.00	-13,104.68	
8325	CONSULTING SERVICES								
4	/12	10/05/11	20	0	WT120475 12276 GAFCON, INC		13,120.00	.00	CIVIC CTR-04/30/11 SVCS
4	/12	10/05/11	20	0	WT120475 12276 GAFCON, INC		14,080.00	.00	CIVIC CTR-06/30/11 SVCS
4	/12	10/05/11	20	0	WT120475 12276 GAFCON, INC		13,280.00	.00	CIVIC CTR-05/31/11 SVCS
4	/12	10/31/11	19		4-0188		-14,080.00		GAFCON INV#30244
4	/12	10/31/11	19		4-0188		-13,120.00		GAFCON INV#30137
4	/12	10/31/11	19		4-0188		-13,280.00		GAFCON INV#30198
7	/12	01/19/12	20	0	WT120775 12276 GAFCON, INC		22,011.25	.00	CIVIC CTR-10/31/11 SVCS
7	/12	01/19/12	20	0	WT120775 12276 GAFCON, INC		20,072.25	.00	CIVIC CTR-11/30/11 SVCS
7	/12	01/19/12	20	0	WT120775 12276 GAFCON, INC		19,280.00	.00	CIVIC CTR-09/30/11 SVCS
7	/12	01/31/12	20	0	WT120776 12276 GAFCON, INC		24,546.75	.00	CIVIC CTR-12/31/11 SVCS
7	/12	01/31/12	19		7-0112		3,712.50		ACCR GAFCON 30621
10/12	04/30/12	20	0		WT121075 12276 GAFCON, INC		3,712.50	.00	CIVIC CTR-01/31/12 SVCS
10/12	04/30/12	19			10-0112		-3,712.50		INVOICE #30621
TOTAL	CONSULTING SERVICES					.00	89,622.75	.00	
TOTAL	EXPENSE					.00	89,622.75	.00	
8395	OTHER PROF/TECH SERVICES								
1	/12	07/01/11	16			5,000.00			FY 2011-2012 BUDGET
6	/12	12/13/11	18	89695	11044 KLEINFELDER WEST			50,228.90	CHANGE ORDER - 4
6	/12	12/13/11	18	89695	11044 KLEINFELDER WEST			1,722.10	CHANGE ORDER - 4
6	/12	12/13/11	17	89695	11044 KLEINFELDER WEST			8,049.00	INCREASE FOR REDEVELOPMEN
6	/12	12/15/11	21	89695	605784 11044 KLEINFELDER WEST		8,120.60	-8,120.60	INSPECT THR 9/25/11
6	/12	12/15/11	21	89695	605784 11044 KLEINFELDER WEST		8,049.00	-8,049.00	INSPECT THRU 10/23/11
6	/12	12/15/11	21	89695	605784 11044 KLEINFELDER WEST		1,518.50	-1,518.50	INSPECT THR 10/23/11
6	/12	12/15/11	21	89695	605784 11044 KLEINFELDER WEST		7,838.00	-7,838.00	INSPECT THR 11/13/11
6	/12	12/15/11	21	89695	605784 11044 KLEINFELDER WEST		1,722.10	-1,722.10	INSPECT THR 10/23/11

SPI  
 DATE: 08/28/2014  
 TIME: 14:53:01

CITY OF EL CAJON  
 PROJECT TRANSACTION ANALYSIS

PAGE NUMBER: 2  
 AUDIT51

SELECTION CRITERIA: transact.yr='12' and transact.project='RDR0708'  
 User has chosen to exclude year end rollover transactions.  
 ACCOUNTING PERIOD: 2/15

PROJECT - RDR0708 - FOUNTAIN AND PLAZA UPGRDS

ACCOUNT	DATE	T/C	ENC/RECV	REFERENCE	PAYER/VENDOR	BUDGET	EXPENSES RECEIPTS	ENCUMBRANCES RECEIVABLES	DESCRIPTION
7 /12	01/18/12	21	89695	606308	11044 KLEINFELDER WEST		9,135.00	-9,135.00	INSPECT THRU 12/18/11
7 /12	01/18/12	21	89695	606308	11044 KLEINFELDER WEST		5,040.00	-5,040.00	INSPECT THRU 7/31/11
7 /12	01/18/12	21	89695	606308	11044 KLEINFELDER WEST		11,200.00	-11,200.00	INSPECT THRU 8/28/11
7 /12	01/30/12	18	89695		11044 KLEINFELDER WEST			.00	CHANGE ORDER - 5
7 /12	01/30/12	18	89695		11044 KLEINFELDER WEST			5,427.29	CHANGE ORDER - 5
7 /12	01/30/12	18	89695		11044 KLEINFELDER WEST			.00	CHANGE ORDER - 5
7 /12	01/31/12	21	89695	606521	11044 KLEINFELDER WEST		9,380.00	-9,380.00	INSPECT THRU 1/15/12
12/12	06/19/12	18	89695		11044 KLEINFELDER WEST			-3,424.09	CHANGE ORDER - 6
TOTAL	OTHER PROF/TECH SERVICES					5,000.00	62,003.20	.00	
TOTAL	EXPENSE					5,000.00	62,003.20	.00	
9055	LAND IMPROVEMENTS								
2 /12	08/04/11	20	89635B	WT120278	15904 CALIFORNIA BANK		27,249.61	-27,249.61	PROGRESS PMT THRU06/30/11
2 /12	08/04/11	20	89635A	WT120277	15857 LEDCOR CONSTRUCT		245,246.50	-245,246.50	PROGRESS PMT THRU06/30/11
3 /12	09/12/11	17	90761		16113 US CONCRETE PREC			2,282.18	12" X36" BOLLARD W/GALV P
3 /12	09/12/11	17	90761		16113 US CONCRETE PREC			244.69	ZONE 1 SITE FURN DELIVERY
3 /12	09/22/11	20	89635B	WT120378	15904 CALIFORNIA BANK		65,625.88	-65,625.88	PROGRESS PMT THRU07/31/11
3 /12	09/22/11	20	89635A	WT120377	15857 LEDCOR CONSTRUCT		590,632.88	-590,632.88	PROGRESS PMT THRU07/31/11
4 /12	10/05/11	20	89635B	WT120478	15904 CALIFORNIA BANK		2,851.83	-2,851.83	PMT CCO6
4 /12	10/05/11	20	89635A	WT120477	15857 LEDCOR CONSTRUCT		25,666.46	-25,666.46	PMT CCO6
4 /12	10/07/11	17	89635A		15857 LEDCOR CONSTRUCT			25,666.46	INCREASE PER CONTRACT CHA
4 /12	10/07/11	17	89635B		15904 CALIFORNIA BANK			2,851.83	ESCROW ACCOUNT INCREASE P
4 /12	10/25/11	20	0	WT120480	15904 CALIFORNIA BANK		60.33	.00	PROGRESS PMT THRU08/31/11
4 /12	10/25/11	20	89635A	WT120479	15857 LEDCOR CONSTRUCT		182,586.60	-182,586.60	PROGRESS PMT THRU08/31/11
4 /12	10/25/11	20	0	WT120479	15857 LEDCOR CONSTRUCT		543.01	.00	PROGRESS PMT THRU08/31/11
4 /12	10/25/11	20	89635B	WT120480	15904 CALIFORNIA BANK		20,287.40	-20,287.40	PROGRESS PMT THRU08/31/11
4 /12	11/03/11	21	90761	605021	16113 US CONCRETE PREC		244.69	-244.69	ZONE 1 SITE FURN DELIVERY
4 /12	11/03/11	21	90761	605021	16113 US CONCRETE PREC		2,282.18	-2,282.18	12" X36" BOLLARD W/GALV P
5 /12	11/14/11	16				2,108,924.00			CC 092711 FY11 CARRY FRD
7 /12	01/31/12	20	89635B	CK606514	15904 CALIFORNIA BANK		132,334.81	-132,334.81	ESCROW THR 1/31/12
7 /12	01/31/12	20	89635A	CK606522	15857 LEDCOR CONSTRUCT		1,191,013.32	-1,191,013.32	PAY#30 THRU 1/31/12
7 /12	01/31/12	19	0	7-0116			-27,249.61		JE2-0131 FR 9060
7 /12	01/31/12	20	0	CK606522	15857 LEDCOR CONSTRUCT		-1,191,013.32	.00	PAY#30 THRU 1/31/12
7 /12	01/31/12	20	0	CK606514	15904 CALIFORNIA BANK		-132,334.81	.00	ESCROW THR 1/31/12
7 /12	01/31/12	21	0	606514	15904 CALIFORNIA BANK		132,334.81	.00	ESCROW THR 1/31/12
7 /12	01/31/12	21	0	606522	15857 LEDCOR CONSTRUCT		1,191,013.32	.00	PAY#30 THRU 1/31/12
7 /12	01/31/12	19	0	7-0116			-245,246.50		JE2-0131 FR 9060
TOTAL	LAND IMPROVEMENTS					2,108,924.00	2,214,129.39	-2,454,977.00	
TOTAL	EXPENSE					2,108,924.00	2,214,129.39	-2,454,977.00	
9060	BUILDINGS & IMPROVEMENTS								
2 /12	08/31/11	19		2-0131			-245,246.50		JUNE INVOICE-LEDCOR
2 /12	08/31/11	19		2-0131			-27,249.61		JUNE INVOICE-LEDCOR RTN
7 /12	01/31/12	19		7-0116			245,246.50		JE2-0131 TO 9055
7 /12	01/31/12	19		7-0116			27,249.61		JE2-0131 TO 9055
TOTAL	BUILDINGS & IMPROVEMENTS					.00	.00	.00	

SPI  
 DATE: 08/28/2014  
 TIME: 14:53:01

CITY OF EL CAJON  
 PROJECT TRANSACTION ANALYSIS

PAGE NUMBER: 3  
 AUDIT51

SELECTION CRITERIA: transact.yr='12' and transact.project='RDR0708'  
 User has chosen to exclude year end rollover transactions.  
 ACCOUNTING PERIOD: 2/15

PROJECT - RDR0708 - FOUNTAIN AND PLAZA UPGRDS

ACCOUNT	DATE	T/C	ENC/RCV	REFERENCE	PAYER/VENDOR	BUDGET	EXPENSES RECEIPTS	ENCUMBRANCES RECEIVABLES	DESCRIPTION
TOTAL	EXPENSE					.00	.00	.00	
9065	INFRASTRUCTURE								
1 /12	07/01/11 16					380,580.00			FY 2011-2012 BUDGET
TOTAL	INFRASTRUCTURE					380,580.00	.00	.00	
TOTAL	EXPENSE					380,580.00	.00	.00	
9995	PROJECTS								
1 /12	07/01/11 15					.00			2005 BONDS
TOTAL	PROJECTS					.00	.00	.00	
TOTAL	EXPENSE					.00	.00	.00	
TOTAL	REVENUE					.00	.00	.00	
TOTAL	EXPENSE					2,514,504.00	2,386,905.34	-2,468,081.68	
TOTAL	FOUNTAIN AND PLAZA UPGRDS					-2,514,504.00	-2,386,905.34	2,468,081.68	
TOTAL	REVENUE					.00	.00	.00	
TOTAL	EXPENSE					2,514,504.00	2,386,905.34	-2,468,081.68	
TOTAL REPORT						-2,514,504.00	-2,386,905.34	2,468,081.68	

SPI  
DATE: 09/02/2014  
TIME: 10:25:16

CITY OF EL CAJON  
FIXED ASSETS LISTING

PAGE NUMBER: 1  
REPORT10

SELECTION CRITERIA: assets.tagno matches '48821222L\*'

SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION			DEPRECIATION INFORMATION		
48821222L1 -000	PRESCOTT PROMENADE IMPROVEMENT MFR	CLS I	FUNDING 0810	CAPITAL ASSET Y	EST LIFE 10	DEP LIFE 10	
	MODEL	CAT 3	VENDOR CONCRETE CONTRACTORS INC		DEP Y POST DP Y	DEP METH SL	
	S/N	LOC 000	PO 90036	UNITS 1	SALVAGE VALU		.00
	INVENTORY DATE	FUND TYPE G	CHECK VARIOUS	UN CST 1.00	ACCUM DEP		318475.01
	CONDITION STATUS ACTIVE	DPT 0810	ACQUIRE 06/30/10	COST 795342.83	REM BOOK BASIS		476867.82
	NEXT SCHEDULED MAINTENANCE	GRT	INS CO		DEP BASIS		795342.83
			INS VAL	0.00	LAST POSTING DATE		06/30/14
					SALE AMOUNT		.00
					RETIRED DATE		

PO DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
T310 GENERAL GOVERNMENT	290110 REDEVELOPMENT	0810000	9070	1.00

48821222L2 -000	PRESCOTT PROMENADE IMPROVEMENT MFR	CLS I	FUNDING 0810	CAPITAL ASSET Y	EST LIFE 10	DEP LIFE 10	
	MODEL	CAT 3	VENDOR		DEP Y POST DP Y	DEP METH SL	
	S/N	LOC 000	PO	UNITS 1	SALVAGE VALU		.00
	INVENTORY DATE	FUND TYPE G	CHECK	UN CST 437897.83	ACCUM DEP		131369.34
	CONDITION STATUS ACTIVE	DPT 0810	ACQUIRE 06/30/11	COST 437897.83	REM BOOK BASIS		306528.49
	NEXT SCHEDULED MAINTENANCE	GRT	INS CO		DEP BASIS		437897.83
			INS VAL	0.00	LAST POSTING DATE		06/30/14
					SALE AMOUNT		.00
					RETIRED DATE		

PO DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
T310 GENERAL GOVERNMENT	290110 REDEVELOPMENT	0810000	9070	1.00

REPORT TOTAL	2 RECORDS SELECTED	
COST		1,233,240.66
INSURANCE VALUE		.00
SALVAGE VALUE		.00
ACCUMULATED DEPRECIATION		449,844.35
SALE AMOUNT		.00

**Book value: \$783,396.31**

SPI  
 DATE: 08/28/2014  
 TIME: 14:55:40

CITY OF EL CAJON  
 PROJECT TRANSACTION ANALYSIS

PAGE NUMBER: 1  
 AUDIT51

SELECTION CRITERIA: transact.enc\_no='90036'  
 User has chosen to exclude year end rollover transactions.  
 ACCOUNTING PERIOD: 2/15

PROJECT - RD0713 - DOWNTOWN ENHANCE/BEAUT

ACCOUNT	DATE	T/C	ENC/RCV	REFERENCE	PAYER/VENDOR	BUDGET	EXPENSES RECEIPTS	ENCUMBRANCES RECEIVABLES	DESCRIPTION
9065				INFRASTRUCTURE					
	10/10			04/20/10	17 90036			1,098,328.21	PRESCOTT PROMENADE IMPROV
	11/10			05/27/10	21 90036		139,100.00	-139,100.00	PRES PROM THRU 05/15
	13/10			07/01/10	21 90036	595325	474,780.77	-474,780.77	PRES PRM THRU 6/15/10
	1	/11		07/30/10	20 90036	596010	181,462.06	-181,462.06	PROGRESS PMT THRU06/30/10
	1	/11		07/30/10	20 90036	WT110172	181,161.48	-181,161.48	PROGRESS PMT THRU07/15/10
	2	/11		08/12/10	17 90036			62,102.00	INCREASE PER CONTRACT CHA
	3	/11		09/03/10	20 90036	WT110372	11,588.38	-11,588.38	PROGRESS PMT THRU08/20/10
	3	/11		09/03/10	20 90036	WT110372	121,823.90	-121,823.90	PROGRESS PMT THRU08/20/10
	3	/11		09/07/10	17 90036			32,628.22	INCREASE PER CONTRACT CHA
	3	/11		09/07/10	17 90036			42,000.00	INCREASE DUE TO ACTUAL QU
	4	/11		10/29/10	20 90036	WT110456	50,513.62	-50,513.62	RETENTION JOB 3293
	4	/11		10/29/10	20 90036	WT110456	40,182.23	-42,000.00	RETENTION JOB 3293
	4	/11		10/29/10	20 90036	WT110456	32,628.22	-32,628.22	RETENTION JOB 3293
	13/11			06/30/11	21 90036		.00	.00	PRESCOTT PROMENADE IMPROV
TOTAL				INFRASTRUCTURE			.00	1,233,240.66	.00
TOTAL				EXPENSE			.00	1,233,240.66	.00
TOTAL				REVENUE			.00	.00	.00
TOTAL				EXPENSE			.00	1,233,240.66	.00
TOTAL				DOWNTOWN ENHANCE/BEAUT			.00	-1,233,240.66	.00
TOTAL				REVENUE			.00	.00	.00
TOTAL				EXPENSE			.00	1,233,240.66	.00
TOTAL REPORT							.00	-1,233,240.66	.00

**AGENDA REPORT  
CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD  
September 17, 2014, Meeting**

**SUBJECT: AMENDED FISCAL YEAR 2014-15 SUCCESSOR AGENCY BUDGET**

**RECOMMENDED ACTION:** That the Oversight Board adopt the proposed Resolution OB-25-14 to:

1. Approve the Amended Fiscal Year 2014-2015 Budget for the Successor Agency from \$12,522,620 to \$12,858,520;
2. Approve Successor Agency staff carrying out activities necessary to meet approved 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.

**BACKGROUND:** The Fiscal Year 2014-2015 Successor Agency Budget (“2014-15 Budget”) was approved by the Oversight Board on February 19, 2014. Due to several circumstances and events, staff is proposing several amendments to the 2014-15 Budget, as summarized below:

<b>Fiscal Year 2014-15 Budget, Adopted</b>	<b>\$ 12,522,620</b>
<b>Proposed Amendments:</b>	
<ul style="list-style-type: none"> <li>• <u>Greenovation Acquisition / Rehabilitation / Resale Program (LM0707H)</u> – The amount is the project roll over balance from Fiscal Year 2013-14, which was not included in the original budget adopted in February 19, 2014. The project is scheduled for completion by March 2015.</li> </ul>	81,400
<ul style="list-style-type: none"> <li>• <u>Hazmat Testing/Park &amp; Ballantyne (RD0704S)</u> – The increase is due to the request of the County’s Department of Environmental Health to conduct additional groundwater monitoring through June 30, 2015.</li> </ul>	8,500
<ul style="list-style-type: none"> <li>• <u>SW Corner/Environmental Testing (RD0706S)</u> – The increase is due to delays in securing the right of entry from the property owner for the destruction of the monitoring wells and closing of the site.</li> </ul>	26,500
<ul style="list-style-type: none"> <li>• <u>Former Police Station at 100 Fletcher Parkway (RD0801S)</u> – The increase is for property maintenance and disposition costs for the period January – June 2015. The sale of the property will not be completed by December 31, 2014 as initially expected.</li> </ul>	41,000

<b>Proposed Amendments, continued:</b>	
<ul style="list-style-type: none"> <li>• <u>Johnson Avenue Corridor Revitalization Project (RD1017S)</u> – The increase is for property maintenance and disposition costs for period January – June 2015. The remaining parcel at 531-555 Raleigh Avenue (Site #11) has two units currently leased, and in need of repairs and maintenance. The sale of the property will not be completed by December 31, 2014 as initially expected.</li> </ul>	16,500
<ul style="list-style-type: none"> <li>• <u>Civic Center Complex Revitalization Project (RDR0703S)</u> – The increase is for property maintenance and disposition costs for the period January – June 2015. The sale of the property will not be completed by December 31, 2014 as initially expected.</li> </ul>	12,000
<ul style="list-style-type: none"> <li>• <u>Housing Entity Administrative Cost Allowance (298110)</u> – With the passage of Assembly Bill 471, the housing administrative allowance provides the Housing Authority with the financial support to perform the housing functions of the dissolved redevelopment agency.</li> </ul>	150,000
<b>Fiscal Year 2014-15 Budget, Amended</b>	<b>\$ 12,858,520</b>

A separate approval for the Amended Fiscal Year 2014-15 Successor Agency Budget will be requested from the City Council, acting as the Successor Agency, at their regularly-scheduled meeting to be held on September 23, 2014.

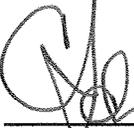
In conducting its business, the Successor Agency will continue to utilize the policies, procedures and practices of the City of El Cajon unless or until the Oversight Board establishes different procedures in the future.

**FISCAL IMPACT:** These actions will amend the Fiscal Year 2014-15 Successor Agency Budget from \$12,522,620 to \$12,858,520. The funding source for each obligation is identified in ROPS 14-15B, which is an item also on today’s agenda for Oversight Board action.

**ATTACHMENTS:**

1. Proposed Resolution OB-25-14
2. Amended Fiscal Year 2014-2015 Budget Summary

**Prepared by:**



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**Clay Schoen**  
**Director of Finance**

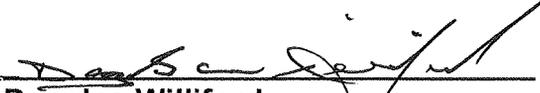
**Reviewed by:**



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**Majed Al-Ghafry**  
**Secretary / Assistant City Manager**

**Approved by:**



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**Douglas Williford**  
**Executive Director/City Manager**

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RESOLUTION NO. OB-25-14

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER EL CAJON REDEVELOPMENT AGENCY APPROVING THE AMENDED 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 September 17, 2014, at which time it considered a proposed Amended Successor Agency Budget, including the Successor Agency Administration Budget for the period of July 1, 2014, to June 30, 2015; and

WHEREAS, the Successor Agency is requesting amendments to the Fiscal Year 2014-2015 Budget due to several circumstances and events, staff is proposing several amendments to the 2014-2015 Budget;

WHEREAS, the City of El Cajon as Successor Agency Amended Fiscal Year 2014-2015 Budget totals to \$12,858,520 from all funding sources, including Bond proceeds and Successor Agency Reserves, of which \$250,000 is 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 Amended Fiscal Year 2014-2015 Successor Agency Budget of \$12,522,620 to \$12,858,520 from all funding sources, including Bond proceeds and Successor Agency Reserves.

- C. The Oversight Board hereby AUTHORIZES the Chair to submit the approved Amended Successor Agency Budgets 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.
- D. The Oversight Board hereby APPROVES Successor Agency staff carrying out 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.

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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 17<sup>th</sup> day of September 2014, by the following vote to wit:

AYES :  
NOES :  
ABSENT :

\_\_\_\_\_  
Debra Turner-Emerson, Chairperson

ATTEST:

\_\_\_\_\_  
Majed Al-Ghafry, Oversight Board Secretary

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**SUCCESSOR AGENCY  
FISCAL YEAR 2014-2015 BUDGET SUMMARY  
with Proposed Amendments**

for the periods July 1, 2014 - December 2014 and January 1, 2015 - June 30, 2015

Activity/ Project	Activity/Project Name	ROPS Item #'s	Adopted Budget			Proposed Amended Budget		
			July-Dec 2014	Jan-Jun 2015	Total 2014-15	Amendments	Total 2014-15	
<b><u>Bond Proceeds</u></b>								
RD1015S	Alley Improvement Project	59	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	
RDR0705S	Median Improvements	60	\$ 1,300,000	\$ -	\$ 1,300,000	\$ -	\$ 1,300,000	
RD1501S	Center City Infrastructure Improvements	96	\$ 700,000	\$ -	\$ 700,000	\$ -	\$ 700,000	
RD1502S	Fire Station 6 Renovation	94	\$ 1,700,000	\$ -	\$ 1,700,000	\$ -	\$ 1,700,000	
RD1503S	Ronald Reagan Community Center Plaza	95	\$ 900,000	\$ -	\$ 900,000	\$ -	\$ 900,000	
HA1501	Housing Authority Development & Revitalization Projects	92	\$ 689,226	\$ -	\$ 689,226	\$ -	\$ 689,226	
	<b>Total Bond Proceeds</b>		<b>\$ 5,339,226</b>	<b>\$ -</b>	<b>\$ 5,339,226</b>	<b>\$ -</b>	<b>\$ 5,339,226</b>	
<b><u>Reserve Balance (LMIHAF)</u></b>								
LM0707H	Greenovation Acquisition/Rehab/Resale Program	34	\$ 75,000	\$ -	\$ 75,000	\$ 81,400	\$ 156,400	
<b><u>Administrative Allowance</u></b>								
0590110	Successor Agency Administration	7, 8	\$ 125,000	\$ 125,000	\$ 250,000		\$ 250,000	
<b><u>RPTTF / Other Funds</u></b>								
0490000	Successor Agency Debt Service Fund	1-5	\$ 2,380,338	\$ 2,365,931	\$ 4,746,269	\$ -	\$ 4,746,269	
0790000	Promissory Note due to City	91	\$ 1,008,000	\$ -	\$ 1,008,000	\$ -	\$ 1,008,000	
RD0704S	Hazmat Testing/Park & Ballantyne	11, 61-65	\$ 32,200	\$ 22,200	\$ 54,400	\$ 8,500	\$ 62,900	
RD0705S	Hazmat Testing/Prescott Promenade	12, 66-67	\$ 11,000	\$ 11,000	\$ 22,000	\$ -	\$ 22,000	
RD0706S	SW Corner/Environmental Testing	13-14, 68-69, 80	\$ 23,000	\$ 4,000	\$ 27,000	\$ 26,500	\$ 53,500	
RD0801S	Former Police Station (100 Fletcher Parkway)	15-16, 70-72	\$ 874,065	\$ -	\$ 874,065	\$ 41,000	\$ 915,065	
RD1017S	Johnson Avenue Corridor Revitalization Project	75-78	\$ 14,060	\$ -	\$ 14,060	\$ 16,500	\$ 30,560	
RD1201S	DDA Projects Monitoring	80, 93	\$ 22,000	\$ 7,000	\$ 29,000	\$ -	\$ 29,000	
RD1202S	Real Property Asset Management	19, 82-84	\$ 39,200	\$ -	\$ 39,200	\$ -	\$ 39,200	
RDR0703S	Civic Center Complex Revitalization Project	21, 86-89	\$ 44,400	\$ -	\$ 44,400	\$ 12,000	\$ 56,400	
298110	Housing Authority Administration	97	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	
			<b>\$ 4,448,263</b>	<b>\$ 2,410,131</b>	<b>\$ 6,858,394</b>	<b>\$ 254,500</b>	<b>\$ 7,112,894</b>	
<b>FISCAL YEAR 2014-2015 BUDGET, AMENDED</b>			<b>\$ 9,987,489</b>	<b>\$ 2,535,131</b>	<b>\$ 12,522,620</b>	<b>\$ 335,900</b>	<b>\$ 12,858,520</b>	



**AGENDA REPORT**  
**CITY OF EL CAJON SUCCESSOR AGENCY OVERSIGHT BOARD**  
**September 17, 2014, Meeting**

**SUBJECT: APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS 14-15B”) FOR THE PERIOD JANUARY 1, 2015, TO JUNE 30, 2015**

**RECOMMENDED ACTION:** That the Oversight Board adopts the proposed Resolution OB-25-14 to:

1. Approve the ROPS 14-15B for the period January 1, 2015, to June 30, 2015;
2. Authorize the Chair to execute the approved ROPS 14-15B 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 October 1, 2014; and
3. Approve the Successor Agency staff carrying 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 14-15B, 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 Balances
3. Other Funds include rents, grants, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency.
4. Redevelopment Property Tax Trust Fund (“RPTTF”) Non-Administrative Costs, 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. RPTTF Administrative Costs

The proposed ROPS 14-15B for the period of January 1, 2015, through June 30, 2015, 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 October 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 14-15B 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.
- **Report of Fund Balances** - presents the changes in fund balances of the funding sources available to the Successor Agency
- **ROPS Detail** - lists the Agency's outstanding obligations, debts, and payments scheduled by funding source.
- **Report of Prior Period Adjustments** - lists the authorized and available funding and the actual expenditures for the applicable prior ROPS period.
- **Notes Form** - provides additional information for the current ROPS period's items.

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

- Line item 16 (RD0801S) is the Promissory Note to the City of El Cajon related to the Purchase and Sale Agreement for 100 Fletcher Parkway. This is the third installment payment on the promissory note. DOF disallowed the scheduled promissory note payment on ROPS 13-14A (July-December 2013) because AB 1484 provisions delayed loan repayments to the City until Fiscal Year 2014-15.
- Line items 34 and 35 (LM0707H) represent the estimated remaining balance of the Low & Moderate Income Housing funds commitment for the Greenovation Housing Project. The project is anticipated to be completed by March 2015 and the project funds need to be rolled forward to ROPS 14-15B.
- Line item 97 (298110) is the housing entity administrative cost allowance which provides funding to the Housing Authority for assuming the housing functions of the former redevelopment agency. Signed by the Governor on February 18, 2014, Assembly Bill 471 provides housing authority with financial support from July 1, 2014 through July 1, 2018. A housing authority is eligible to receive the housing entity administrative cost allowance in an amount equal to the greater of \$150,000 or 1% of the RPTTF distribution per fiscal year. To claim these funds, the Successor Agency is required to list the amount on the ROPS approved by the Oversight Board and DOF.

- Line items 60, 92, 94, 95, and 96 are the capital improvement projects utilizing bond proceeds. These projects are currently in the planning and design phases, and will begin construction in early 2015. The project funds need to be rolled forward to ROPS 14-15B.

Budget amendments to the Fiscal Year 2014-2015 Successor Agency Budget, an item also presented on today's agenda, have been included in the funding requested in ROPS 14-15B.

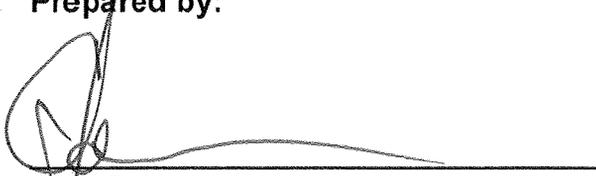
In conducting its business, the Successor Agency will utilize the policies, procedures and practices of the City of El Cajon unless or until the Oversight Board establishes different procedures in the future.

**FISCAL IMPACT:** This action will approve the Recognized Obligation Payment Schedule for the period of January 1, 2015, through June 30, 2015. The total six-month funding requested by the Successor Agency for these enforceable obligations is \$9,124,872.

**ATTACHMENTS:**

1. Proposed Resolution OB-25-14
2. Proposed Recognized Obligation Payment Schedule for the period January 1, 2015, to June 30, 2015 (ROPS 14-15B)

**Prepared by:**



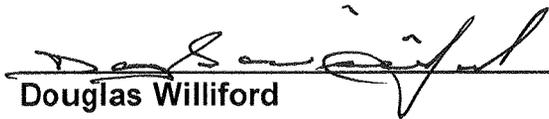
**Clay Schoen  
Director of Finance**

**Reviewed by:**



**Majed Al-Ghafry  
Secretary/Assistant City Manager**

**Approved by:**



**Douglas Williford  
Executive Director/City Manager**

RESOLUTION NO. OB-26-14

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 JANUARY 1, 2015, TO JUNE 30, 2015, ("ROPS 14-15B")

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 September 17, 2014, at which time it considered a proposed Recognized Obligation Payment Schedule for the period of January 1, 2015, to June 30, 2015, ("ROPS 14-15B"); and

WHEREAS, the Successor Agency requested funding under ROPS 14-15B totaling \$9,124,872 for the period of January 1, 2015, to June 30, 2015 from all sources, including \$5,279,226 from Bond Proceeds, \$150,350 from Reserve Balance, \$125,400 from Other Funds, \$3,444,896 from RPTTF Non-Administrative Costs, and \$125,000 from RPTTF Administrative Costs.

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 14-15B 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 January 1, 2015, to June 30, 2015, (ROPS 14-15B), in the form and content attached hereto as **Exhibit "A"** and incorporated herein by this reference, with a total requested funds during the period of January 1, 2015, to June 30, 2015 of \$9,124,872, including \$5,279,226 from Bond Proceeds, \$150,350 from Reserve Balance, \$125,400 from Other Funds, \$3,444,896 from RPTTF Non-Administrative Costs, and \$125,000 from RPTTF Administrative Costs.

- C. The Oversight Board hereby APPROVES the Chair to execute the approved Recognized Obligation Payment Schedule for the period of January 1, 2015, to June 30, 2015, 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 October 1, 2014.
  
- D. The Oversight Board hereby APPROVES the Successor Agency staff carrying out 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 14-15B, 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.

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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 17<sup>th</sup> day of September 2014, by the following vote to wit:

AYES :  
NOES :  
ABSENT :

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Debra Turner-Emerson, Chairperson

ATTEST:

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Majed Al-Ghafry, Oversight Board Secretary

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**Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary**

Filed for the January 1, 2015 through June 30, 2015 Period

**Name of Successor Agency:** El Cajon  
**Name of County:** San Diego

<b>Current Period Requested Funding for Outstanding Debt or Obligation</b>		<b>Six-Month Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</b>		<b>\$ 5,554,976</b>
B	Bond Proceeds Funding (ROPS Detail)	5,279,226
C	Reserve Balance Funding (ROPS Detail)	150,350
D	Other Funding (ROPS Detail)	125,400
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>		<b>\$ 3,569,896</b>
F	Non-Administrative Costs (ROPS Detail)	3,444,896
G	Administrative Costs (ROPS Detail)	125,000
<b>H Current Period Enforceable Obligations (A+E):</b>		<b>\$ 9,124,872</b>
<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	3,569,896
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(276,292)
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>		<b>\$ 3,293,604</b>
<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	3,569,896
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>		<b>3,569,896</b>

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.

_____	
Name	Title
/s/ _____	
Signature	Date

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K				L		M		N	O	P	
										Funding Source				Reserve Balance	Other Funds	Non-Admin	Admin				Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)		RPTTF									
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total						
1	El Cajon Redevelopment Agency Tax Allocation Refunding Bonds, Issue of 2000	Bonds Issued On or Before 12/31/10	8/25/2000	10/1/2030	Bank of New York	2000 Bonds - Refunding of bank notes payable & use of proceeds for housing and non-housing projects	Central Business District/ Amended Area	\$ 113,050,322 31,193,005	N	\$ 5,279,226	\$ 150,350	\$ 125,400	\$ 3,444,896	\$ 125,000	\$ 9,124,872 633,518						
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 issue & use of proceeds for housing and non-housing projects	Central Business District/ Amended Area	51,899,888	N				1,261,397		1,261,397						
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 proceeds for non-housing projects	Central Business District/ Amended Area	21,799,530	N				463,516		463,516						
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 administration, arbitrage calculation, and bond counsel services	Central Business District/ Amended Area	2,500	N				2,500		2,500						
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 an annual audited financial statements with the format required by the bond indentures continuing disclosure.	Central Business District/ Amended Area	5,000	N				5,000		5,000						
7	Successor Agency Administration	Admin Costs	6/29/2011	10/1/2037	McDougal Love Eckis Boehmer & Foley Meyers Nave Riback Silver & Wilson Lambert & Rogers	Legal services for the successor agency and other litigation costs	Central Business District/ Amended Area	25,000	N					25,000	25,000						
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	Central Business District/ Amended Area	100,000	N					100,000	100,000						
10	RD0801S - 100 Fletcher Parkway (Former Police Station)	Professional Services	9/15/2010	9/15/2015	Ninyo & Moore	100 Fletcher Parkway - Professional and technical services for ongoing hazardous materials testing and abatement in preparation of the real property for disposition.	Central Business District/ Amended Area	-	N						-						
11	RD0704S - Hazmat Testing Park/Ballantyne	Professional Services	9/21/2012	9/20/2015	SCS Engineers	Professional and technical 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	Central Business District/ Amended Area	71,185	N			30,000			30,000						
12	RD0705S - Hazmat Testing Prescott Promenade	Professional Services	10/4/1995	10/1/2037	Phyllis Chrisman Trust Fund c/o Mark Feinberg, Attorney	Professional and technical 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	Central Business District/ Amended Area	10,000	N				10,000		10,000						
13	RD0706S - Southwest Corner Environmental Testing	Professional Services	8/6/2012	2/5/2014	Hargrave Environmental Consulting, Inc.	Professional and technical services for ongoing environmental testing at the SW Corner, a former Brownfields site, as required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.	Central Business District/ Amended Area	45,500	N			40,700	4,800		45,500						
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 the SW Corner, a former Brownfields site, as required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.	Central Business District/ Amended Area	1,500	N				1,500		1,500						

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
15	RD0801S - 100 Fletcher Parkway (Former Police Station)	Property Maintenance	6/16/2011	10/1/2037	SDGE, Helix Water, Ahlee, 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 for ongoing property maintenance to prevent blight conditions in the property and surrounding areas.	Central Business District/ Amended Area	12,800	N				12,800		12,800
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	Central Business District/ Amended Area	2,190,938	N				840,665		840,665
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 the County DEH	Central Business District/ Amended Area	-	N						-
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. SW Corner (Promenade Square LLC), NW Corner (Priest Development Corp), Smith's DDA, St. Madeleine Sophie's Center, Downtown El Cajon Brewing Company (DECB)	Central Business District/ Amended Area	-	N						-
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 the current tenants and to prevent blight conditions in/around the properties.	Central Business District/ Amended Area	-	N						-
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.	Central Business District/ Amended Area	-	N						-
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.	Central Business District/ Amended Area	4,700	N				4,700		4,700
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	Central Business District/ Amended Area	140,100	N		140,100				140,100
35	LM0707H - Greenovation Acquisition/ Rehabilitation/Resale Program	Professional Services	6/29/2011	6/30/2013	James & Marcia Miller	Greenovation - On-site construction management and non- construction project costs	Central Business District/ Amended Area	10,250	N		10,250				10,250
59	RD1015S - Alley Improvements Project	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Alley improvements in the Project Area	Central Business District/ Amended Area	-	N						-
60	RDR0705S - Median Island Improvements Project	Improvement/Infrastructure	7/1/2013	10/1/2037	City of El Cajon	Median Island Improvements in the Project Area	Central Business District/ Amended Area	1,295,000	N	1,295,000					1,295,000

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
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 Park Magnolia Villas, former Brownfields site, required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.	Central Business District/ Amended Area	2,500	N			2,500			2,500
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 & former RDA	Central Business District/ Amended Area	500	N			500			500
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	Central Business District/ Amended Area	3,600	N			3,600			3,600
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.	Central Business District/ Amended Area	-	N						-
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.	Central Business District/ Amended Area	-	N						-
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	Central Business District/ Amended Area	1,000	N				1,000		1,000
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	Central Business District/ Amended Area	1,000	N				1,000		1,000
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, as required by the County DEH, pursuant to the Reimbursement & Indemnity Agreement between the developer and former RDA.	Central Business District/ Amended Area	2,500	N			2,500			2,500

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
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, as required by County DEH, pursuant to the Reimbursement and Indemnity Agreement between the developer and former RDA.	Central Business District/ Amended Area	500	N			500			500
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.	Central Business District/ Amended Area	500	N				500		500
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 staff costs for ongoing property maintenance, landscaping, hazardous materials testing, abatement, and preparation of the real property for disposition.	Central Business District/ Amended Area	20,000	N				20,000		20,000
72	RD0801S - 100 Fletcher Parkway (Former Police Station)	Property Dispositions	7/1/2013	10/1/2037	Andrew A. Smith, Commercial Properties Group, Retail Insite, and various vendors.	100 Fletcher Parkway - Appraisal fees, broker fees, closing costs, public notices, and misc. costs associated with the disposition of the real property.	Central Business District/ Amended Area	15,500	N				15,500		15,500
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.	Central Business District/ Amended Area		N						-
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 the County DEH.	Central Business District/ Amended Area	-	N						-
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 and remediation of contaminated sites required by the County DEH, in preparation for the disposition of the real property.	Central Business District/ Amended Area	1,000	N			1,000			1,000
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, utilities, repairs/maintenance, property insurance & taxes, fencing costs for ongoing property maintenance for the current tenants and to prevent blight conditions in the property and surrounding areas.	Central Business District/ Amended Area	4,100	N			4,100			4,100
77	RD1017S - Johnson Avenue Corridor Revitalization Project	Property Dispositions	7/1/2013	10/1/2037	Andrew A. Smith, Commercial Properties Group, Retail Insite, and various vendors.	Johnson Ave Corridor - Appraisal fees, broker fees, closing costs and misc. costs associated with the disposition of the real property.	Central Business District/ Amended Area	12,000	N			12,000			12,000
78	RD1017S - Johnson Avenue Corridor Revitalization Project	Project Management Costs	6/29/2011	10/1/2037	City of El Cajon	Johnson Ave Corridor - Project staff costs for ongoing property maintenance, environmental testing/ remediation and preparation for the disposition of the real property.	Central Business District/ Amended Area	2,000	N			2,000			2,000
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 and housing codes and other project requirements.	Central Business District/ Amended Area	-	N						-

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
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), NW Corner (Priest Development Corp), Smith's DDA, St. Madeleine Sophie's Center, Downtown El Cajon Brewing Company (DECB).	Central Business District/ Amended Area	26,000	N			26,000			26,000
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 new owners to take over the business.	Central Business District/ Amended Area	-	N			-		-	-
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, property maintenance to prevent blight conditions, and preparation of the properties for disposition.	Central Business District/ Amended Area	-	N						-
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 property management for the current tenants and to prevent blight conditions in/around the properties.	Central Business District/ Amended Area	-	N						-
84	RD1202S - Real Property Asset Management	Property Dispositions	7/1/2013	10/1/2037	Andrew A Smith, Commercial Properties Group, Retail Insite, 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.	Central Business District/ Amended Area	-	N						-
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.	Central Business District/ Amended Area	-	N						-
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.	Central Business District/ Amended Area	2,000	N				2,000		2,000
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.	Central Business District/ Amended Area	2,000	N				2,000		2,000
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.	Central Business District/ Amended Area		N						-
89	RDR0703S - Civic Center Complex Revitalization Project	Property Dispositions	7/1/2013	10/1/2037	Andrew A. Smith, Commercial Properties Group, Retail Insite, and various vendors.	Civic Center Plaza - Appraisal fees, broker fees, closing costs, public notices, and misc. costs associated with the disposition of the real property.	Central Business District/ Amended Area	12,500	N				12,500		12,500

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K				L	M	N	O	P
										Funding Source								
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF					
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total			
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 the City returned to the Successor Agency as ordered by the State Controller's Office	Central Business District/ Amended Area	-	Y									-
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 units	Central Business District/ Amended Area	689,226	N	689,226								689,226
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	Central Business District/ Amended Area	-	N									-
94	RD1502S - Fire Station 6 Renovation	Improvement/Infrastructure	7/1/2014	10/1/2037	City of El Cajon	Fire Station 6 Renovation	Central Business District/ Amended Area	1,695,000	N	1,695,000								1,695,000
95	RD1503S - Ronald Reagan Community Center Plaza	Improvement/Infrastructure	7/1/2014	10/1/2037	City of El Cajon	Ronald Reagan Community Center Plaza	Central Business District/ Amended Area	900,000	N	900,000								900,000
96	RD1501S - Center City Infrastructure Improvements	Improvement/Infrastructure	7/1/2014	10/1/2037	City of El Cajon	Center City Infrastructure Improvements	Central Business District/ Amended Area	700,000	N	700,000								700,000
97	298110 - Housing Authority Administration	Housing Entity Admin Cost	7/1/2014	7/1/2018	El Cajon Housing Authority	Administration of the housing functions of the former El Cajon Redevelopment Agency	Central Business District/ Amended Area	150,000	N					150,000				150,000
98									N									-
99									N									-
100									N									-
101									N									-
102									N									-
103									N									-
104									N									-
105									N									-
106									N									-
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122									N									-
123									N									-
124									N									-
125									N									-
126									N									-
127									N									-
128									N									-
129									N									-
130									N									-
131									N									-
132									N									-

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances**

(Report Amounts in Whole Dollars)

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

A	B	C	D	E	F	G	H	I	
Cash Balance Information by ROPS Period		Fund Sources						Comments	
		Bond Proceeds		Reserve Balance		Other	RPTTF		
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	period balances and DDR RPTTF balances retained	RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin		
<b>ROPS 13-14B Actuals (01/01/14 - 06/30/14)</b>									
1	<b>Beginning Available Cash Balance (Actual 01/01/14)</b>	5,735,290	-	180,346		219,689	1,413,052		
2	<b>Revenue/Income (Actual 06/30/14)</b> RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	7,244				46,644	1,509,658		
3	<b>Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14)</b> RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	73,345		10,135		108,405	1,732,915		
4	<b>Retention of Available Cash Balance (Actual 06/30/14)</b> RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B						735,000		
5	<b>ROPS 13-14B RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	No entry required						276,292	
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	5,669,189	-	170,211	-	157,928	178,503		
<b>ROPS 14-15A Estimate (07/01/14 - 12/31/14)</b>									
7	<b>Beginning Available Cash Balance (Actual 07/01/14)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	5,669,189	-	170,211	735,000	157,928	454,795		
8	<b>Revenue/Income (Estimate 12/31/14)</b> RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014					6,681	4,355,575		
9	<b>Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)</b>	100,000		14,000	735,000	39,186	4,355,575		
10	<b>Retention of Available Cash Balance (Estimate 12/31/14)</b> RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A								
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 -10)</b>	5,569,189	-	156,211	-	125,423	454,795		

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments**  
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)  
 (Report Amounts in Whole Dollars)

ROPS 13-14B 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 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
		\$ 1,543,642	\$ 73,345	\$ 288,499	\$ 10,135	\$ 188,477	\$ 108,406	\$ 2,681,879	\$ 2,681,879	\$ 2,681,879	\$ 2,439,276	\$ 242,603	\$ 62,329	\$ 62,329	\$ 62,329	\$ 28,640	\$ 33,689	\$ 276,292	Actual Admin see Notes (first note)	
1	El Cajon Redevelopment Agency Tax Allocation Refunding Bonds, Issue of 2000	-	-	-	-	-	-	630,038	630,038	630,038	630,038	-	-	-	-	-	-	-	-	
2	El Cajon Redevelopment Agency Tax Allocation Refunding Bonds, Issue of 2005	-	-	-	-	-	-	1,264,453	1,264,453	1,264,453	1,264,453	-	-	-	-	-	-	-	-	
3	El Cajon Redevelopment Agency Tax Allocation Bonds, Issue of 2007	-	-	-	-	-	-	465,847	465,847	465,847	465,847	-	-	-	-	-	-	-	-	
4	El Cajon Redevelopment Agency Tax Allocation Bonds - Issues 2000, 2005, and 2007 (Parity Bonds)	-	-	-	-	-	-	2,500	2,500	2,500	2,370	130	-	-	-	-	-	130	-	
5	El Cajon Redevelopment Agency Tax Allocation Bonds - Issues 2000, 2005, and 2007 (Parity Bonds)	-	-	-	-	-	-	4,500	4,500	4,500	4,490	10	-	-	-	-	-	10	-	
6	Successor Agency Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Successor Agency Administration	-	-	-	-	10,000	10,000	-	-	-	-	-	-	-	-	-	-	-	Actual Admin see Notes (first note)	
8	Successor Agency Administration	-	-	-	-	15,537	15,537	-	-	-	-	-	-	-	-	-	-	-	Actual Admin see Notes (first note)	
9	RD1202S - Real Property Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	1,600	1,600	1,600	-	1,600	-	-	-	-	-	1,600	-	
11	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	28,033	28,033	15,767	15,767	15,767	60	15,707	-	-	-	-	-	15,707	-	
12	RD0705S - Hazmat Testing Prescott Promenade	-	-	-	-	-	-	17,500	17,500	17,500	-	17,500	-	-	-	-	-	17,500	-	
13	RD0706S - Southwest Corner Environmental Testing	-	-	-	-	48,000	1,035	-	-	-	-	-	-	-	-	-	-	-	-	
14	RD0706S - Southwest Corner Environmental Testing	-	-	-	-	2,193	824	2,807	2,807	2,807	-	2,807	-	-	-	-	-	2,807	-	
15	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	18,743	18,743	18,743	9,363	9,380	-	-	-	-	-	9,380	-	
16	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
18	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	-	-	-	-	-	-	16,000	16,000	16,000	953	15,047	-	-	-	-	-	15,047	-	

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 (Report Amounts in Whole Dollars)

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
		\$ 1,543,642	\$ 73,345	\$ 288,499	\$ 10,135	\$ 188,477	\$ 108,406	\$ 2,681,879	\$ 2,681,879	\$ 2,681,879	\$ 2,439,276	\$ 242,603	\$ 62,329	\$ 62,329	\$ 62,329	\$ 28,640	\$ 33,689	\$ 276,292	Actual Admin see Notes (first note)	
19	RD1202S - Real Property Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	1,360	1,360	1,360	1,360	-	-	-	-	-	-	-	-	
22	RD0702S - Façade and Major Tenant Improvements Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
23	RD0702S - Façade and Major Tenant Improvements Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
24	RD0702S - Façade and Major Tenant Improvements Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
25	RDR0708S - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
26	RDR0708S - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
27	RDR0708S - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
28	Unfunded Liabilities - PERS & Compensated Absences	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
29	July - December 2011 Enforceable Obligations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
30	LM0702H - First Time Homebuyers Weiland Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
31	LM0702H - First Time Homebuyers Weiland Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
32	LM0704H - Linda Way Senior Housing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
33	LM0704H - Linda Way Senior Housing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
34	LM0707H - Greenovation Acquisition/ Rehabilitation/Resale Program	-	-	248,499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
35	LM0707H - Greenovation Acquisition/ Rehabilitation/Resale Program	-	-	20,000	9,479	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
36	County Administration Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
37	RDR0708S - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
38	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures										Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin						
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)		
		\$ 1,543,642	\$ 73,345	\$ 288,499	\$ 10,135	\$ 188,477	\$ 108,406	\$ 2,681,879	\$ 2,681,879	\$ 2,681,879	\$ 2,439,276	\$ 242,603	\$ 62,329	\$ 62,329	\$ 62,329	\$ 28,640	\$ 33,689	\$ 276,292	Actual Admin see Notes (first note)
39	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40	RD1202S - Real Property Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
41	MF0011S - Specific Plan 182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
42	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
43	RD0707S - Graffiti abatement program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44	RD0701S - Business Retention & Recruitment Tenant Improvement Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45	RD1202S - Real Property Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46	MF0011S - Specific Plan 182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
47	RD1015S - Median Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
48	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
49	RD1202S - Real Property Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
50	Housing Loss Mitigation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51	MF0011S - Specific Plan 182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	RD0701S - Business Retention & Recruitment Tenant Improvement Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53	RD0707S - Graffiti abatement program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54	RDR0708S - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55	RDR0708S - Civic Center Plaza Improvements Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
58	Promissory Note to City of El Cajon	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
59	RD1015S - Alley Improvements Project	320,000	25,838	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	RDR0705S - Median Island Improvements Project	1,223,642	47,507	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	-	-	5,000	5,000	5,000	-	5,000	-	-	-	-	-	5,000	-
62	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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 (Report Amounts in Whole Dollars)

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
		\$ 1,543,642	\$ 73,345	\$ 288,499	\$ 10,135	\$ 188,477	\$ 108,406	\$ 2,681,879	\$ 2,681,879	\$ 2,681,879	\$ 2,439,276	\$ 242,603	\$ 62,329	\$ 62,329	\$ 62,329	\$ 28,640	\$ 33,689	\$ 276,292	Actual Admin see Notes (first note)	
63	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	-	-	5,000	5,000	5,000	2,942	2,058						2,058		
64	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
65	RD0704S - Hazmat Testing Park/Ballantyne	-	-	-	-	-	-	5,000	5,000	5,000		5,000						5,000		
66	RD0705S - Hazmat Testing Prescott Promenade	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
67	RD0705S - Hazmat Testing Prescott Promenade	-	-	-	-	-	-	2,500	2,500	2,500		2,500						2,500		
68	RD0706S - Southwest Corner Environmental Testing	-	-	-	-	-	-	5,000	5,000	5,000	546	4,454						4,454		
69	RD0706S - Southwest Corner Environmental Testing	-	-	-	-	-	-	10,000	10,000	10,000		10,000						10,000		
70	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
71	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	61,978	61,978	61,978	17,280	44,698						44,698		
72	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	1,300	1,300	1,300	10	1,290						1,290		
73	RD0801S - 100 Fletcher Parkway (Former Police Station)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
74	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	450	-	-	-	-	-	-	-	-	-	-	-	-	-	
75	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
76	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	7,550	1,544	-	-	-	-	-	-	-	-	-	-	-	-	
77	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	-	
78	RD1017S - Johnson Avenue Corridor Revitalization Project	-	-	-	-	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
79	LM0707H - Greenovation Acquisition/Rehabilitation/Resale Program	-	-	20,000	656	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
80	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	-	-	-	-	-	-	25,000	25,000	25,000	17,133	7,867						7,867		
81	RD1201S - Management of DDAs, OPAs, OAs, and Reimbursement and Indemnity Agreements	-	-	-	-	-	-	14,250	14,250	14,250	1,162	13,088						13,088		

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ROPS 13-14B 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 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
		\$ 1,543,642	\$ 73,345	\$ 288,499	\$ 10,135	\$ 188,477	\$ 108,406	\$ 2,681,879	\$ 2,681,879	\$ 2,681,879	\$ 2,439,276	\$ 242,603	\$ 62,329	\$ 62,329	\$ 62,329	\$ 28,640	\$ 33,689	\$ 276,292	Actual Admin see Notes (first note)	
82	RD1202S - Real Property Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
83	RD1202S - Real Property Asset Management	-	-	-	-	33,045	13,764	355	355	355	-	355	-	-	-	-	-	355	-	
84	RD1202S - Real Property Asset Management	-	-	-	-	-	-	24,500	24,500	24,500	4,100	20,400	-	-	-	-	-	20,400	-	
85	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	35,000	35,000	35,000	-	35,000	-	-	-	-	-	35,000	-	
86	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
87	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	18,200	18,200	18,200	88	18,112	-	-	-	-	-	18,112	-	
88	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
89	RDR0703S - Civic Center Complex Revitalization Project	-	-	-	-	-	-	20,000	20,000	20,000	9,400	10,600	-	-	-	-	-	10,600	-	
90	Promissory Note to City of El Cajon	-	-	-	-	35,169	35,169	7,681	7,681	7,681	7,681	-	-	-	-	-	-	-	-	

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Notes**

January 1, 2015 through June 30, 2015

Item #	Notes/Comments
PPA Actual Admin, 7 and 8	Total Actual Administrative costs in Fiscal Year 2013/14 were \$241,848. In ROPS 14-15A Prior Period Adjustments, \$187,671 was reported. In this ROPS 14-15B Prior Period Adjustments, the remaining Actual Administration amount of \$54,177 is reported funded with \$28,640 from RPTTF-Admin and \$25,537 from Other Funds.
34-35	Funds requested are estimates of project roll over amounts from ROPS 13-14B and ROPS 14-15A. Construction is currently under way, and project is scheduled for completion by June 2015.
60, 92, 94, 95, and 96	Funds requested are estimates of project roll over amounts from ROPS 14-15A for the period July 1, 2014 through December 31, 2014. Projects are currently on the planning/design phase, and construction is anticipated to begin in early 2015.
97	Pursuant to AB471, this amount is the housing administrative cost allowance for the El Cajon Housing Authority for Fiscal Year 2014-15. Established in March 9, 2011, the El Cajon Housing Authority retained the housing functions of the former El Cajon Redevelopment Agency.