

**MANAGEMENT AGREEMENT BETWEEN THE CITY OF EL CAJON  
AND THE DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.  
FOR THE OPERATION AND ADMINISTRATION OF THE  
EL CAJON PROPERTY AND BUSINESS IMPROVEMENT DISTRICT**

This Agreement (“AGREEMENT”) is made and entered into as of the date of execution by the City of El Cajon, a municipal corporation, hereinafter referred to as “CITY” and the Downtown El Cajon Business Partners, Inc., a California nonprofit, mutual benefit corporation, hereinafter referred to as “CORPORATION.”

**RECITALS**

WHEREAS, pursuant to the Property and Business Improvement District Law of 1994 (the “1994 Law”) commencing with Section 36600 of the California Streets and Highways Code, the City Council on June 14, 2011 established the El Cajon Property and Business Improvement District (hereinafter referred to as “District”); and

WHEREAS, the City Council has determined that management of the District is best served through a management agreement with a nonprofit organization; and

WHEREAS, on June 14, 2011, the El Cajon City Council adopted a Resolution reauthorizing the levying of assessments (the “Assessments”) during Fiscal Year 2011-12 on certain properties and businesses within the District; and

WHEREAS, on December 13, 2011, the El Cajon City Council approved the incorporation documents for the establishment of the Downtown El Cajon Business Partners, Inc., as a non-profit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law.

WHEREAS, the CORPORATION has available personnel, resources and expertise to implement activities within the District which are permitted to be funded with proceeds of the Assessment; and

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CORPORATION agree as follows:

**1.0 TERM OF THE AGREEMENT**

1.1 **Initial Term.** The term of this AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY and shall continue until June 30, 2012, unless earlier terminated or renewed in accordance with this AGREEMENT.

1.2 **Automatic Renewal.** Approval by the City Council of the Annual Report (defined in Section 2, hereof), including the proposed District budget, for each subsequent fiscal year shall automatically renew this Agreement with respect to such fiscal year; unless, however, the City or

CORPORATION provides written notice to the other, at least thirty (30) calendar days prior to the approval of the Annual Report by the City Council, of its intent to terminate the Agreement, with or without cause, or for any reason, in which case the Agreement shall terminate as of the end of the fiscal year in which the notice is given.

1.3 **Termination.** The CITY may suspend or terminate this Agreement immediately upon each breach of Sections 16 (Prohibited Interest). In addition, the CITY or CORPORATION, upon at least twenty (20) business days prior written notice, may terminate this Agreement on the grounds of breach of the Agreement; provided that the termination shall be deemed withdrawn and the Agreement reinstated if the alleged breach is cured during the 20 business day period.

1.4 Within thirty (30) calendar days after the effective date of any termination, the CITY shall reimburse CORPORATION for work which has been performed as of the termination date or which is in progress and cannot prematurely be terminated by virtue of contractual commitments. Unexpended and unencumbered funds provided to CORPORATION by the CITY pursuant to this AGREEMENT and all tangible assets purchased wholly with such funds shall be immediately returned to the CITY. It is the intent of the CORPORATION not to purchase assets using a combination of funds derived from the Assessments and other resources available to CORPORATION (a "Mixed Purchase"). In the event, however, that any Mixed Purchase shall be made, the CORPORATION shall provide the CITY with prior notice of the Mixed Purchase, and the CITY and CORPORATION shall agree, prior to the Mixed Purchase, on how such asset shall be allocated in the event of a termination of this AGREEMENT.

## 2.0 SERVICES TO BE RENDERED; ANNUAL REPORT; AND BUDGET

2.1 CORPORATION shall use the funds provided by this AGREEMENT for marketing and promotions to increase shopping and dining in the downtown El Cajon area, and such other businesses located and operating within the boundaries of the District, as more specifically provided in this Section.

2.2 Pursuant to the 1994 Law, the CORPORATION shall organize, administer, operate and provide such activities, programs or events (the "Activities") and fund, finance, acquire, purchase, or construct such improvements (the "Improvements") within the boundaries of the District, solely and exclusively for the benefit of the assessed properties and businesses therein, as are set forth in the Annual Report of the District as approved by the City Council. A copy of the Annual Report is set forth in Exhibit "A" attached hereto and incorporated herein by reference. Any subsequent Annual Report approved by the City Council shall supersede the Annual Report submitted for the prior fiscal year.

2.3 Except as provided in Section 2.4 below, on or before April 30 of each calendar year the CORPORATION shall submit to the City Council, on a form approved by the CITY, an Annual Report setting forth the following:

2.3.1 Current Fiscal Year: (1) the Activities or Improvements performed by the CORPORATION during the current fiscal year; and (2) the budget for the District detailing actual and projected expenses incurred and Assessment revenues received.

2.3.2 New Fiscal Year: (1) the Activities or Improvements to be performed by the CORPORATION for the District during the ensuing fiscal year commencing on the following July 1st; (2) the proposed Assessment revenues anticipated for the ensuing fiscal year; (3) all other information required by the 1994 Law; and (4) the proposed budget for the District for the ensuing fiscal year listing the proposed expenditures and the amount designated for each proposed Activity or Improvement in such detail as may be required by the CITY.

2.3.3 Pursuant to the 1994 Law, the City Council may accept or modify the proposed Annual Report, including the budget. The CORPORATION agrees to carry out such Activities and Improvements as are contained in the Annual Report approved by the City Council, within the limitations set forth in the budget therein, in accordance with all applicable laws. The CORPORATION shall not spend any District funds except in accordance with the Annual Report approved by the City Council.

2.4 In any year when the CORPORATION proposes that the City Council increase the Assessment; expand the number of assessed businesses and properties; and/or modify the activities or improvements for the ensuing fiscal year, the Annual Report shall be submitted to the City on or before March 30 of the calendar year preceding the start of such ensuing fiscal year.

### **3.0 COLLECTION OF ASSESSMENTS.**

3.1 The CITY has approved the levy of assessments for a period of five (5) years. The CORPORATION understands and agrees that any renewal of the levy of Assessments by the CITY beyond five (5) years must be first approved by a vote of the assesseees, and, notwithstanding such voter approval, shall be in the sole discretion of the City Council. No provision of this AGREEMENT shall be construed as a promise, warranty or agreement by the CITY to approve a renewal of a levy Assessments against properties or businesses in the District. The CITY shall have no liability to the CORPORATION for the CITY's decision to not levy Assessments or in connection with the amounts of any Assessments levied.

### **4.0 DISBURSEMENT OF FUNDS; ANNUAL AUDIT REQUIREMENT AND QUARTERLY REPORTS**

4.1. So long as the CORPORATION is not in breach of this AGREEMENT, the CITY shall set aside and disburse all collected Assessments for Fiscal Year 2011-12 and each fiscal year thereafter on a monthly basis for funding the Activities and/or Improvements pursuant to this AGREEMENT; provided, however, that CITY may retain up to five thousand dollars (\$5,000) from the annual collected assessments for administration of the District, including but not limited to costs associated with conducting an agreed upon procedures review, as provided in this AGREEMENT. Disbursements shall be made in such manner as the parties representatives shall mutually agree upon in writing. The CORPORATION may expend any funds received pursuant to this Agreement only for the purposes authorized by the 1994 Law, and only in accordance with the Annual Report as approved by the CITY Council for the applicable fiscal year.

4.2 The CORPORATION shall establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards as approved by the CITY. The system shall detail all revenues and expenditures of the CORPORATION under this AGREEMENT and meet the minimum fiscal and internal control requirements as reasonably determined by the CITY. Within forty-five (45) calendar days after the end of the District's fiscal year, the CORPORATION shall submit to the CITY a financial report, of the District's revenues, expenditures and completed Activities and/or Improvements for the preceding fiscal year. The CITY, at its sole discretion, shall have an agreed upon procedures review conducted of the CORPORATION's financial records.

4.3 In addition to all other reports required by law or ordinance, the CORPORATION shall prepare and submit to the CITY detailed quarterly reports of all Activities and Improvements undertaken by the CORPORATION for the benefit of the District. Reports for each calendar quarter ending September 30, December 31 and March 31 shall be completed and submitted no later than October 31, January 31, and April 30, respectively, and a report for the full year ending June 30 shall be submitted no later than July 31. Each report shall identify, for each Activity or Improvement authorized in the Annual Report, the amount of costs or expenses incurred, the amount of Assessments received, and the estimated revenues and expenditures for the remainder of the year. These quarterly reports are separate from the Annual Report of the CORPORATION.

## **5.0 PROJECT COORDINATION.**

5.1 The CITY's Assistant City Manager, or his or her designated representative, shall serve as the Contract Officer for the CITY and shall supervise and direct all actions to be performed by the CITY pursuant to this AGREEMENT.

5.2 The CORPORATION designates its President/Chairperson/Executive Director to be the contact person with regard to all actions to be taken on behalf of CORPORATION pursuant to this AGREEMENT.

## **6.0 LEGAL RESPONSIBILITIES.**

6.1 The CORPORATION shall keep itself informed of all local, State and Federal laws, ordinances and regulations which in any manner affect those employed or contracted by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CORPORATION shall at all times observe and comply with all such laws, ordinances and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CORPORATION to comply with this section.

6.2 The CORPORATION shall obtain all permits, licenses, or other approvals required by CITY or other local, State or federal agency prior to commencing any Activities or undertaking any Improvements on its own behalf or on behalf of the District.

## **7.0 RELEASE OF INFORMATION.**

7.1 Except for such documents as are public records under the California Public Records Act, all information gained by CORPORATION in performance of this AGREEMENT shall be considered confidential and shall not be released by CORPORATION without the CITY's prior written authorization, which authorization will not be unreasonably withheld, delayed or conditioned. The CORPORATION, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager, which authorization will not be unreasonably withheld, delayed or conditioned, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY unless such information is subject to disclosure under the California Public Records Act. Response to a subpoena or court order shall not be considered "voluntary". The CORPORATION hereby acknowledges that the 1994 Law provides that all records in the possession of the CORPORATION, which relate to the District, are subject to the California Public Records Act.

7.2 The CORPORATION shall promptly notify CITY should CORPORATION, its officers, employees, agents or contractors 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 or with respect to any project or activities. The CITY retains the right, but has no obligation, to represent CORPORATION and/or be present at any deposition, hearing or similar proceeding. The CORPORATION agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery.

## **8.0 OWNERSHIP OF DOCUMENTS**

8.1 All work products (i.e., plans, studies, sketches, drawings, reports, etc.) as herein required to be prepared by or for the CORPORATION and paid for by the Assessments are the sole and exclusive property of the CITY. CITY grants CORPORATION a license to use the work product during the term of this AGREEMENT including any renewals. The CORPORATION shall furnish the originals of these documents when requested by the CITY. In the event this Agreement is terminated, all work products produced by the CORPORATION or its agents, employees and contractors pursuant to this AGREEMENT will be delivered within five (5) business days to the CITY. The CORPORATION will have the right to make one (1) copy of the work product for CORPORATION's records.

## **9.0 PROPERTY ACQUIRED WITH PUBLIC FUNDS TO REMAIN THE PROPERTY OF THE CITY**

9.1 The CITY shall be deemed the owner of and hold title to any property, whether real or personal in nature, acquired by the CORPORATION and reimbursed or paid for, in whole by the Assessments pursuant to this AGREEMENT ("City Property"). The CORPORATION shall maintain and keep accurate records, including evidence of title, and shall keep and maintain an inventory of all City Property. Upon termination of this AGREEMENT, the CORPORATION

shall immediately deliver evidence of title to the CITY for all City Property and shall arrange to have City Property delivered or disposed of in accordance with directions from the CITY. The CORPORATION shall not use any Assessments to acquire any real property or enter into any leasehold agreement without the express prior written approval of the CITY. The ownership of Mixed Purchase assets and how such assets shall be allocated in the event of a termination of this AGREEMENT shall be in accordance with Section 1.4.

## **10.0 TRADEMARKS AND COPYRIGHTS**

10.1 So long as the CORPORATION is not in breach of this AGREEMENT, the CITY hereby agrees to license to the CORPORATION the CITY's financial interests derived from any trademarks assigned by the U.S. Patent Trademark Office for the sole and exclusive purpose of benefiting the District as approved by the City Council.

10.2 The CORPORATION agrees that all copyrights that arise from the trademark or any other service will be vested in the CITY and CORPORATION relinquishes all claims to the copyrights in favor of CITY.

## **11.0 COVENANTS AGAINST CERTAIN ACTIVITIES AND USES**

11.1 The CORPORATION covenants, guarantees and warrants to CITY as follows:

(1) No Assessments shall be used in any manner, directly or indirectly, to pay, reimburse or offset any dues, application, membership or other fee of the CORPORATION, or other organization for or on behalf of any business or business owner.

(2) The CORPORATION shall use its best efforts in good faith to encourage the assessed businesses within the District to pay the Assessments when due, and CORPORATION shall not lobby for, support, encourage, advocate or represent any business seeking to defer or avoid payment of any Assessment.

(3) The CORPORATION shall not use Assessments, or claim reimbursement from Assessments, for any activities, costs or expenses for the purpose of or related to any lobbying activities with members of the El Cajon City Council or other officers of the CITY, whether or not on behalf of businesses within the District, or for any campaign activities or purposes related to any candidates for El Cajon Mayor or City Council or other elective office or any measures submitted to an election by the CITY or other public agency.

(4) The CORPORATION shall use its best efforts to assist and cooperate with CITY in certain activities, events, or other business promotional services, upon the written request of the City Manager of CITY.

## **12.0 STATUS OF CORPORATION**

12.1 The CORPORATION shall perform the Activities and/or Improvements provided for in the Annual Report attached hereto and incorporated herein by reference in a manner of CORPORATION's own choice, as an independent contractor and in pursuit of CORPORATION's independent calling, and not as an employee of the CITY. The personnel performing the services under this AGREEMENT on behalf of the CORPORATION shall at all times be under the CORPORATION's exclusive direction and control. Neither the CITY nor any of its officers, employees, agents, or volunteers shall have control over the conduct of the CORPORATION or any of the CORPORATION's officers, employees, or agents except as set forth in this AGREEMENT.

12.2 The CORPORATION shall be under control of the CITY only as to the result of the work to be accomplished pursuant to the Annual Report approved by the City Council. The CORPORATION shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress.

12.3 The CORPORATION shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The CORPORATION shall not incur or have the power to incur any debt, obligation or liability whatsoever on behalf of or against City, or bind the CITY in any manner.

12.4 Neither the CORPORATION nor CORPORATION's employees shall be entitled in any manner to any employment benefits from the CITY, including but not limited to employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CORPORATION nor its employees or contractors are to be considered employees of CITY, whether "common law" or otherwise, and CORPORATION shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

## **13.0 SUBCONTRACTING**

13.1 If CORPORATION subcontracts any of the services to be performed pursuant to the Annual Report approved by the City Council, the CORPORATION will be fully responsible to the CITY for the acts and omissions of CORPORATION's subcontractor(s) and of the persons either directly or indirectly employed by the subcontractor(s), as CORPORATION is for the acts and omissions of persons directly employed or contracted by the CORPORATION. Nothing contained in this AGREEMENT will create any contractual relationship between any contractor or subcontractor of CORPORATION and CITY. The CORPORATION will be solely responsible for payment of contractors and subcontractors for services rendered. The CORPORATION will bind every contractor and subcontractor by the terms of this AGREEMENT applicable to CORPORATION's work unless specifically noted to the contrary in the contract or subcontract and preapproved in writing by the CITY Contract Officer.

#### **14.0 ASSIGNMENT**

14.1 The CORPORATION shall not assign this AGREEMENT, or any performance, right, obligation or part thereof, or any monies due hereunder, without the prior written consent of the CITY.

#### **15.0 COVENANT AGAINST CONTINGENT FEES**

15.1 The CORPORATION warrants that it has not employed or retained any company or person, other than a bona fide employee or independent contractor working for CORPORATION, to solicit or secure this AGREEMENT, and that CORPORATION has not paid or agreed to pay any company or person, other than a bona fide employee or independent contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the CITY's discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **16.0 PROHIBITED INTEREST**

16.1 No officer, or employee of the City of El Cajon shall have any financial interest, direct or indirect, in this AGREEMENT, the proceeds thereof, CORPORATION, or CORPORATION's subcontractors for this project, during his/her tenure with the CITY or for one year thereafter. The CORPORATION hereby warrants and represents to the CITY that no officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of CORPORATION or CORPORATION's subcontractors on this project. The CORPORATION further agrees to notify the CITY in the event any such interest is discovered whether or not such interest is prohibited by law or this AGREEMENT. Notwithstanding the provisions of this Section 16 CITY acknowledges that it shall have the exclusive right to appoint one member of the Board of Directors of CORPORATION and vote on the remaining Directors and such individual appointed by the CITY shall have a vote on all matters coming before the Board of Directors. Such actions shall not be deemed a prohibited interest.

#### **17.0 CONFLICT OF INTEREST**

17.1 The CITY will evaluate CORPORATION's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and CITY's Conflict of Interest Code is required of CORPORATION or any of CORPORATION's employees, agents or contractors. The level of disclosure categories shall be set by the CITY and shall reasonably relate to the Scope of Services provided by CORPORATION under this AGREEMENT. Should it be determined that disclosure is required pursuant to ATTACHMENT B - CONFLICT OF INTEREST DETERMINATION, the CORPORATION or CORPORATION's affected employees, agents, or contractors will complete and file with the City Clerk those schedules specified by CITY and contained in the Statement of Economic Interests Form 700.



## **18.0 INDEMNITY - HOLD HARMLESS**

18.1 CORPORATION expressly warrants that the work to be performed pursuant to this AGREEMENT shall be performed in accordance with the Annual Report approved by the City Council. Where approval by the CITY or Contract Officer or other representative of the CITY is indicated, it is understood to be conceptual only and does not relieve the CORPORATION of responsibility for complying with all laws, codes and industry standards.

18.2 To the extent permitted by law, CORPORATION, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "City Indemnitees") shall have no liability to CORPORATION or any other person for, and CORPORATION shall indemnify, protect and hold harmless City 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 City Indemnitees may suffer or incur or to which City 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, incurred debt or otherwise occurring as a result of CORPORATION's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of CORPORATION, its agents, officers, directors or employees, committed in performing any of the services under this AGREEMENT.

18.3 CORPORATION's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the intentional wrongful acts, violations of law, breach of obligation hereunder, or negligence of the CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

18.4 CORPORATION shall provide a defense to the City's Indemnitees, or at the CITY's option, reimburse the City's Indemnitees for all costs, reasonable attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which CORPORATION is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

18.5 This provision shall not be limited by any provision of insurance coverage CORPORATION may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. This provision shall survive expiration or termination of this AGREEMENT.

## **19.0 INSURANCE**

19.1 Without limiting the indemnification obligations under Section 18 above, and prior to the effective date of this Agreement, the CORPORATION shall obtain and shall maintain in full force and effect throughout the term of this AGREEMENT policies of insurance of the type and with the limits defined below:

(1) Comprehensive General Liability Insurance, including general contractual liability, business automobile liability, products and completed operations liability, all of which shall include coverage for bodily injury and property damage, in insurable amounts of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) Director's and Officer's Liability (Errors and Omissions) Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

(3) Faithful Performance and Loss Prevention Insurance, covering loss from theft, embezzlement or misappropriation, with a limit of One Hundred Thousand Dollars (\$100,000.00).

19.2 The CITY shall be named as an additional insured on the required Comprehensive General Liability Insurance on a separate endorsement, and the endorsement shall contain the following language: "The City of El Cajon, and its elected and appointed officers, officials, and employees, are each added as an additional insured with respect to the activities and operations of the named insured performed under contract with the City of El Cajon. It is expressly agreed that any insurance maintained by the City of El Cajon shall apply in excess of and not in contribution with the insurance provided by this policy. This insurance shall not be canceled, limited or non-renewed for any reason until thirty (30) days after written notice has been given to the City of El Cajon."

19.3 Before CORPORATION shall employ any person or persons in the performance of the AGREEMENT, CORPORATION shall procure a policy of workers' compensation insurance at the statutory limits as required by the Labor Code of the State of California, or shall obtain a certificate of self insurance from the Department of Industrial Relations.

19.4 CORPORATION shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under this AGREEMENT. Failure on the part of CORPORATION to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may terminate this AGREEMENT pursuant to Paragraph 1.3 above.

19.5 Any deductibles or self-insured retentions must be declared to the CITY. At the CITY's option, CORPORATION shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

19.6 CORPORATION hereby grants to CITY a waiver of any right to subrogation, which any insurer of said CORPORATION may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

## 20.0 DISPUTES

20.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) business days thereafter, CORPORATION shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the Contract Officer.

b. Within five (5) business days of receipt of the position statement, the Contract Officer shall prepare a response statement containing the responding party's full position and a recommended method of resolution.

c. After the exchange of statements, if the dispute is not thereafter resolved, CORPORATION and the Contract Officer shall deliver the statements to the City Manager for a determination.

20.2 If the dispute remains unresolved, and the parties have exhausted the procedures of this section, the parties will then seek resolution by mediation or such other remedies available to them by law.

## 21.0 GENERAL PROVISIONS

21.1 **Accounting Records.** The CORPORATION shall keep complete and accurate records of the revenues and direct expenses pertaining to the District. The CORPORATION shall keep such records on a generally recognized accounting basis. All records will be clearly identifiable. The CORPORATION will allow the CITY's Contract Officer, or authorized representative, during normal business hours with two (2) business days advance notice, to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this AGREEMENT. The CORPORATION will allow inspection of all work, data, documents, proceedings, and activities related to the AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT.

21.2 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CORPORATION hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure section 394.

21.3 **Business License.** CORPORATION is required to obtain and maintain a City Business License during the duration of this AGREEMENT.

## **22.0 CORPORATION OFFICE; NOTICES**

22.1 The CORPORATION warrants and agrees to establish and maintain its principal offices within the boundaries of the District during the entire period in which this AGREEMENT remains in effect.

22.2 All notices, requests, demands, or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes by: (i) personal delivery to the recipient, effective upon delivery; (ii) first-class mail, postage pre-paid, to the address of the recipient given below, effective three business days after deposit in a U.S. Postal Service mailbox or depository; or (iii) overnight delivery by commercial carrier, charges pre-paid, effective upon date of delivery confirmed by carrier. The addresses to which any notice shall be given for each of the parties are as follows:

- a. The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of El Cajon  
City Manager's Office  
200 Civic Center Way  
El Cajon, CA 92020-3916  
Attn.: Nancy Palm, Assistant City Manager  
Tel. No.: (619) 441-1716; Email: npalm@cityofelcajon.us

- b. The address of CORPORATION, and the proper person to receive any notice on the CORPORATION's behalf, is:

Downtown El Cajon Business Partners, Inc.  
124 W. Main Street, Ste. 120  
El Cajon, CA 92020  
Tel. No.: (619) 444-4476; Email:

22.3 The address for purposes of notice may be amended by either party upon giving written notice of such change to the other party in any manner described above.

## **23.0 PROFESSIONAL CORPORATION'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

23.1 CORPORATION certifies that CORPORATION is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all employees, agents and contractors that are included in this AGREEMENT.

## **24.0 DISCRIMINATION AND HARRASSMENT PROHIBITED**

24.1 The CORPORATION shall comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

## **25.0 ADDITIONAL PROVISIONS**

25.1 **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

25.2 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this AGREEMENT.

25.3 **Waiver.** No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

25.4 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

25.5 **Integration.** This AGREEMENT, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this AGREEMENT, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this AGREEMENT. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this AGREEMENT.

25.6 **Time of the Essence.** Time is expressly of essence with respect to this AGREEMENT.

26.7 **Amendments.** No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.


26.8 **Recitals.** The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

26.0 **SIGNATURES.** Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year appearing below their signature.

**CORPORATION:**

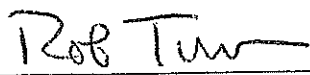
Downtown El Cajon Business Partners, Inc.  
a California non-profit mutual benefit corporation

By:   
Daryl R. Priest  
Chairperson, Board of Directors

Date: 1-25-2012

**CITY:**

City of El Cajon  
a Municipal corporation

By:   
Rob Turner  
Acting City Manager

Date: 1/25/12

ATTACHMENT A – FISCAL YEAR 2011-12 ANNUAL REPORT  
ATTACHMENT B – CORPORATION CONFLICT OF INTEREST DETERMINATION

**ATTACHMENT A**  
**FISCAL YEAR 2011-12 ANNUAL REPORT**





# Downtown El Cajon Property-Based Business Improvement District Management District Plan

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### ATTACHMENTS:

PBID Boundary Map  
Engineer's Report

## Executive Summary

First established in 1996 and recertified in 2001 and 2006, the Downtown El Cajon PBID has provided security, maintenance and marketing services that are above and beyond the baseline level service the City provides. The PBID is a self-imposed assessment district designed to improve and convey special benefits to properties within the central business district of downtown El Cajon. In order for the PBID to continue providing these services beyond 2011, downtown property owners need to approve and recertify the PBID.

**Location:** The PBID boundary includes those parcels that are considered the downtown business core and extends along Main Street to the transit center. It roughly includes parcels along Magnolia Avenue from the freeway to Lexington Avenue, Main Street from the MTS transit center to Lincoln Avenue, and all parcels from Wells to Ballantyne to Lexington to Van Houten. The PBID Boundary is segregated into two benefit zones based on the level of services provided and the benefits received. The premium zone is the primary core of downtown and consists of all parcels fronting Main Street from Ballantyne to El Cajon Boulevard and along Magnolia Avenue from the freeway to Lexington Avenue. A map of the proposed PBID boundaries is attached.

**Improvements and Activities Provided (See Section 1):** The district will finance improvements and activities that will stabilize and improve the downtown environment and experience for workers, visitors and residents.

- ◆ **Environmental Enhancements:** Continuation of the Ambassador/Clean and Safe program that has successfully provided a cleaner and safer environment for downtown pedestrians. The Ambassadors also provide hospitality and concierge services, as well as staffing for special events. It will continue to connect street populations to the appropriate social service organizations, and the maintenance teams will continue sidewalk steam cleaning, and litter removal. It will also provide any street beautification projects to improve the overall experience in downtown.
- ◆ **Economic Enhancements:** Activities to support the growth and vitality of existing businesses, attract new businesses, and enhance the image of Downtown El Cajon as a destination for consumer and investment revenues. This may include the continuation of funding special events including the car shows, Concerts on the Green and other events, marketing and promotions to improve downtown's image and encourage sales of goods and services in downtown.

**Budget:** Total PBID budget for 2012 is \$560,000, as follows. This budget is 20% less than the 2011 PBID budget.

Services	Budget
Environmental Enhancements	\$250,000
Economic Enhancements	\$150,000
Management	\$150,000
Reserve Fund	\$10,000
<b>TOTAL BUDGET</b>	<b>\$560,000</b>

**Method of Financing:** Levy of assessments upon real property that specially benefit from the proposed services and activities.

**Assessments (See Section 3):** Annual assessments are calculated based upon each property's special benefit received from the identified services and activities and their relative cost. The assessments are based on lot square footage plus building square footage and whether they are in the Premium or Standard Zone. Properties with residential or non-profit ownership and uses will pay an adjusted rate. These parcels benefit fully from the Environmental Enhancements but not from the Economic Enhancements. The assessment rates per foot for 2012 are as follows:

Annual Assessments:	Assmt per Foot
<b>Premium Zone:</b>	
Commercial/Govt	\$0.0818
Residential/Non-Profits	\$0.0526
<b>Standard Zone:</b>	
Commercial/Govt	\$0.0654
Residential/Non-Profits	\$0.0421

**Assessment Adjustments:** Based upon the Consumer Price Index and program costs, the assessments may increase up to 5% per year. The determination of the annual assessment rates will be subject to the review and approval of the board of directors of the PBID Owner's Association.

**Collection:** Assessments will appear as a separate line item on the annual County of San Diego Property Tax bills and either paid in one lump sum or in two equal installments. As part of the collection process, the County will retain 1% of the assessment funds and the remaining 99% will be distributed to the PBID to provide services.

**City Services:** The City Council, by adopting this plan, will confirm its intention to ensure an existing level of services in the district equivalent to the level that is being provided elsewhere in the City.

**District Formation:** PBID formation requires submission of petitions from property owners representing more than 50% of total assessments. Following a public hearing, if ballots, weighted by assessments, submitted in opposition to the assessment do not exceed the ballots submitted in favor of the assessments, the City Council may authorize the levy of assessments.

**Duration:** Per state law, the PBID will have a five year life commencing January 1, 2012 and terminating December 31, 2016 unless the property owners within the PBID elect to renew the District.

**Governance (See Section 5):** The PBID will have a governing board, the Owners Association, pursuant to Section 36650 and 36651 of the Streets and Highways Code that will annually review the PBID budgets and policies within the limitations of the Management District Plan and file annual reports with the City Council. For the Downtown El Cajon PBID, a new 501(c)6 or 501(c)3 California non-profit corporation shall be formed to serve as the PBID Owner's Association.

## Section 1: PBID Improvements and Activity Plan

### **El Cajon PBID Management District Plan**

As determined by a steering committee and surveys from property and business owners within the existing district, the top priorities for improvements and activities within the El Cajon PBID are Environmental and Economic Enhancements. Based upon this finding, the following improvements and activities may be funded by the PBID and provided during each of the 5 years of District operation. Every year the Owner's Association will determine which of the services to provide, as discussed below.

All of the services and activities detailed below are provided only within the boundaries of the PBID and provide special benefit to the properties in the boundary area (see attachment A: PBID Boundary Map). All benefits derived from the assessments outlined in this Management District Plan go only for services directly benefiting the properties in the PBID to increase commerce and fulfill the goals and objectives of the PBID.

### **ENVIRONMENTAL ENHANCEMENTS**

**Clean and Safe:** These services were the top priority the stakeholders wanted the PBID to continue funding. Since the PBID has provided these services for almost ten years it needs to evolve in order to continually demonstrate benefit and ongoing value. In order to better understand how the existing program could be improved, Block by Block, a national Clean and Safe service provider that specializes in urban PBIDs (including downtown Oakland, Santa Monica and Long Beach), provided an on-site analysis of how the current clean and safe program could be delivered more efficiently and effectively.

Recommendations for areas of improvement:

- Deployment and Visibility of Staff – The existing staff schedule covers services approximately 18 hours per day typically from 6am until midnight, seven days a week. Block by Block's experience is that a more concentrated street level presence is more relevant to stakeholders. In order to accomplish this they recommend modifying the deployment schedule until 8pm, six days a week except for Wednesday and Friday nights during the spring/summer when the car show and concerts on the green occur each week.
- District Size - The PBID district is large and the staff works to provide a consistent frequency of services throughout. The services should be delivered into two service zones or zones of benefit. The downtown core (the Premium Zone), those parcels fronting Main and Magnolia should receive more intense and frequent service delivery where the demand is greater. The remaining parcels in the district (the Standard Zone) do not require the same level of service intensity and frequency as the downtown core.
- Incorporate Flexibility – Adjusting staff schedules on an as needed basis to meet

isolated needs provides the flexibility to address the concerns and issues as they arise. Flexibility allows the programs to be delivered more efficiently and effectively.

- Security Patrol – The existing evening Ambassador program circulates throughout the district in the El Cajon Ambassador truck where a more visible security patrol may be more effective during the evening hours. The recommendation is for during the evening shift to use a magnetic strip with "Security Patrol" that covers the truck door panel for a more visible security presence on the street.
- Security Ambassadors – The Ambassadors should also act as security escorts for visitors and stakeholders, in which the Security Ambassador could come to a business and provide a walking or driving escort during evening hours.
- Promotion of Services – Outside of equipment or staff there is no visible presence on the street promoting the Ambassador program. Other ways to promote this valuable service is to increase signage on kiosks or wayfinding, regular email communications to stakeholders promoting accomplishments and activities, and messaging campaigns to educate the public about securing their valuables, cigarette litter or other safety/maintenance messages that add value.

In light of that, their analysis found several areas that are positive and only need to be enhanced upon to demonstrate a larger benefit to stakeholders:

- The downtown core is clean and well maintained,
- The Ambassadors and maintenance teams are highly responsive to needs, and
- The documentation is excellent with regard to services being delivered on a parcel by parcel basis.

Based upon the Block by Block evaluation, the PBID Management Plan recommends resources for a Clean and Safe program with total annual resources estimated at \$300,000. The range of service frequencies that could be expected from this level of investment are provided below. Actual deployment will depend upon the demand for services and will be subject to oversight from the Owner's Association and staff.

Program	Premium Zone	Standard Zone
Safety Ambassadors	54 hours per week	42 hours per week
Maintenance Team	62 hours per week	50 hours per week
Operations Manager	22 hours per week	18 hours per week

**PBID Boundary and Benefit Zones:** The PBID boundary includes those parcels that are considered the downtown business core and extends along Main Street to the transit center. It roughly includes parcels along Magnolia Avenue from the freeway to Lexington Avenue, Main Street from the MTS transit center to Lincoln Avenue, and all parcels from Wells to Ballantyne to Lexington to Van Houten (see the attached

boundary map).

Block by Block's recommendation is for the clean and safe services to be deployed in two benefit zones within the PBID:

- **Premium Zone:** The Premium Zone includes areas of highest pedestrian activity where demands for clean and safe services are greatest. The premium zone is the primary core of downtown and consists of all parcels fronting Main Street from Ballantyne to El Cajon Boulevard and along Magnolia Avenue from the freeway to Lexington Avenue. The service plan anticipates that service deployment frequencies within the Premium Zone will be approximately 25% higher than the remainder of the PBID – from the number of ambassadors to the frequency of sidewalk cleaning, and are reflected in the assessment rates.
- **Standard Zone:** The Standard Zone contains the remaining areas of the PBID boundary that have less pedestrian activity, and demands for clean and safe services are generally lower. Service frequencies within the Standard Zone are expected to be less than the services in the Premium Zone, and are reflected in the assessment rates.

**Beautification:** In addition to the Clean and Safe program, PBID Environmental Enhancements include funds to invest in highly visible improvements that will add to the attractiveness of public spaces throughout downtown. Beautification improvements may include:

- Cosmetic capital improvements, including street furniture, information kiosks, pedestrian lighting and other amenities.
- Wayfinding and directional signage to help visitors navigate through downtown.
- Public art.
- Landscaping, planters and other green elements.
- Seasonal holiday decorations and banners.
- Other beautification improvements as determined year-to-year by the PBID Owner's Association.

## **ECONOMIC ENHANCEMENTS**

A comprehensive economic development program is included as a key component of the downtown PBID, to proactively work on filling office and retail vacancies with targeted businesses, combat the challenges associated with a prolonged economic downturn, compete with other commercial districts, and bring more visitors and shoppers to Downtown El Cajon. A portion of the funds for this program are to hire an economic development coordinator that will work with property owners, real estate professionals, and civic leaders to promote the advantages of downtown as a business location. Based upon "best practices" from other PBIDs in downtown markets throughout the country, five primary program activities are proposed:

**Business Retention and Recruitment:** The PBID will provide funds dedicated to business development, including business retention and recruitment programs which will provide a primary one-stop point of contact for all business prospects looking to locate and/or grow in downtown El Cajon. Comprehensive marketing information on downtown will be researched, packaged and maintained. Specialized research will identify specific target business groups and niches that are most likely to locate within downtown.

**Image and Marketing:** PBID funds will be used to build a strong marketing program as part of an overall effort to economically enhance Downtown El Cajon. Image and marketing efforts will aim to support business retention and recruitment efforts as well as encourage both locals and visitors to explore downtown.

Traditional and non-traditional marketing activities and products will be explored including an interactive website and electronic communications tools, stronger public and media relations efforts to communicate ongoing positive changes in the downtown marketplace, social media, and printed products including periodic market reports and updates, maps and brochures that provide users with information about the amenities downtown has to offer. In addition, programming and events to activate downtown will be developed as part of an overall image and marketing campaign.

**Special Events:** The Special Events budget is reserved for opportunities to continue providing existing events downtown, e.g. the car show or concerts on the green, or to add additional events that present themselves during the life of the district. These special events improve commerce by drawing people downtown and introducing them to opportunities to dine, shop, or engage in commerce.

**Parking Initiatives:** The PBID will work in concert with the City staff to explore options for improving parking management and mobility options to and within Downtown. Options include identifying employee parking and transit options, creating parking promotions for consumers and funding studies to evaluate increasing the parking supply.

**Leadership and Policy:** The PBID will provide advocacy for Downtown business interests and will help the business community to speak with one clear voice. The PBID Management Plan offers flexibility to develop programs and policies to improve the overall quality of life and economic and cultural vitality of Downtown El Cajon.



## **MANAGEMENT**

Like any business, the PBID will require a professional staff to properly manage programs, communicate with stakeholders and provide leadership. The PBID supports a professional staff that delivers programs and advocates on behalf of the properties in downtown El Cajon. The PBID advocacy services will provide direction on policies and issues that affect the central business district.

Management services may include compensation for an Executive Director, an administrative assistant or any other staff member, or subcontractor the Owner's Association deems necessary to manage the PBID programs. The management team is responsible for providing the day-to-day operations of the PBID. PBID funds may be used to leverage additional monies from sponsorships, contracts, grants and earned income. Additional administrative costs will include; accounting and annual financial audit, insurance, program support costs including supplies, equipment and rent, County PBID assessment collection fee, estimated at 1% of assessments, and other administration costs associated with the overhead and administrative support of programs.

A 5% reserve fund is also budgeted to provide a contingency for unforeseen program needs and to provide a cushion for assessment delinquencies.

## Section 2: PBID Operating Budget

### 2012 Operating Budget

The following table outlines the PBID maximum assessment operating budget for 2012.

Services	Budget
Environmental Enhancements	\$250,000
Economic Enhancements	\$150,000
Management	\$150,000
Reserve Fund	\$10,000
<b>TOTAL BUDGET</b>	<b>\$560,000</b>

Note: The 2012 PBID budget is 20% less than the 2011 PBID budget.

### 5-Year Operating Budget

The following table illustrates the PBID's operating budget for the 5-year life term based upon the following assumptions:

- Based upon the Consumer Price Index and program costs, the assessments may increase up to 5% per year. The determination of the annual assessment rates will be subject to the review and approval of the board of directors of the PBID Owner's Association. The table below shows the budget for the next five years with the maximum 5% annual increase.

Description	2012	2013	2014	2015	2016
Environmental Enhancements	\$250,000	\$262,500	\$275,625	\$289,406	\$303,877
Economic Enhancements	\$150,000	\$157,500	\$165,375	\$173,644	\$182,326
<b>Subtotal Activities</b>	<b>\$400,000</b>	<b>\$420,000</b>	<b>\$441,000</b>	<b>\$463,050</b>	<b>\$486,203</b>
Management	\$150,000	\$157,500	\$165,375	\$173,644	\$182,326
Reserve Fund	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
<b>Subtotal Management &amp; Reserve</b>	<b>\$160,000</b>	<b>\$168,000</b>	<b>\$176,400</b>	<b>\$185,220</b>	<b>\$194,481</b>
<b>TOTAL BUDGET</b>	<b>\$560,000</b>	<b>\$588,000</b>	<b>\$617,400</b>	<b>\$648,270</b>	<b>\$680,684</b>

**Bond Issuance:** No bonds will be issued to finance services or activities:

## **Section 3: Assessment Methodology**

### **General**

This Management District Plan provides for the levy of assessments for the purpose of providing services and activities that specially benefit real property in the PBID. These assessments are not taxes for the general benefit of the City, but are assessments for the services and activities which provide special benefits upon the property located within the boundary of the newly established District.

### **Assessment Factors**

El Cajon property owners and business owners have emphasized that the assessment formula for the El Cajon PBID be fair, balanced and have a direct relationship to special benefits received. The State enabling legislation also states, "Assessments levied on real property...shall be levied on the basis of the estimated benefit to the real property within the...district."

While all the PBID services will only be provided to the benefiting parcels in the district, the recommended assessment methodology for the Downtown El Cajon PBID is to spread the cost of the improvements and activities to lot square footage plus building square footage. The lot square footage plus the building square footage acknowledges both the short term and long term benefits to each parcel. By adding the lot and building square footages together effectively places more emphasis and benefit to the ground floor since the majority of the PBID services are delivered at the street level.

**Lot square footage** is relevant to the highest and best use of a property and will reflect the long term value implications of the improvement district. Lot square footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

**Gross building square footage** is relevant to the interim use of a property and is utilized to measure short and mid-term value impacts. It also acknowledges the benefits from the services to the buildings, including tenants, residents and employees. The gross building square footage is defined as the total building square footage as determined by the outside measurements of a building. The gross building square footage is taken from either the County of San Diego Assessor's records or the City of El Cajon's building records.

### **Assessment Calculation**

As previously discussed in Exhibit B the budget is determined and segregated into the two benefit zones based upon each Zone's demand for service. In addition to the

benefit zones, we further define the benefit to two land use categories: commercial/government, and residential/non-profit all of which receive varying levels of benefit from the PBID services (further defined below).

To calculate the annual assessment for each parcel is to divide the budget amount for each service by the appropriate lot and building square footages within each benefit zone. The table below indicates the assessment rates per lot plus building square foot per benefit zone and land use category.

Annual Assessments:	Assmt per Foot
<b>Premium Zone:</b>	
Commercial/Govt	\$0.0818
Residential/Non-Profits	\$0.0526
<b>Standard Zone:</b>	
Commercial/Govt	\$0.0654
Residential/Non-Profits	\$0.0421

For example, to calculate the assessment for a commercial parcel in the Premium Zone with a 10,000 square foot lot plus a 5,000 square foot building: The lot square footage + the building square footage x Premium Zone commercial assessment rate = the total annual parcel assessment.

$$(10,000 + 5,000 \times \$0.0818 = \$1,227.00 \text{ annual parcel assessment})$$

The assessment for each parcel is calculated the same as the example above, respective of each benefit zone, land use and assessment rate.

### **Land Use Considerations**

The methodology provides the following treatments for property used exclusively for residential and non-profit:

- **Treatment of Residential and Non-Profit Property:** Residential and non-profit uses will fully benefit from Environmental Enhancement services and will pay a full share of these services. However, the services identified under the Economic Enhancements are aimed at promoting and encouraging commerce in the downtown area, which typically are not the primary goals of residential or non-profit parcels. Therefore, these parcels will not receive special benefit from Economic Enhancements and thus will not be assessed for those services.

### **Time and Manner for Collecting Assessments**

As provided by state law, the El Cajon PBID assessment will appear as a separate line item on the annual County of San Diego property tax bills and either paid in one lump sum or in two equal installments. Laws for enforcement and collection of property taxes also apply to the PBID assessment.

**Disestablishment**

State law provides for the disestablishment of a PBID pursuant to an annual process. The 30-day period begins each year on the anniversary day that the City Council first establishes the District. Within this annual 30-day period, if the owners of real property who pay more than 50 percent of the assessments levied submit a written petition for disestablishment, the PBID may be dissolved by the City Council. The City Council must hold a public hearing on the proposed disestablishment before voting on whether or not to disestablish the district.

**Duration**

The PBID will have a five year term commencing January 1, 2012 and terminating December 31, 2016 unless the property owners within the PBID elect to renew the District. Any major modifications or new or increased assessments during the term of the district that are not consistent with the provisions of original Management District Plan will require a new mail ballot process.

## **Section 4: Public Sector Participation**

### **Existing City Services**

The City Council, by adopting this plan, will confirm its intention to ensure an existing level of services in the district equivalent to the level that is being provided elsewhere in the City. See the attached Baseline Services Agreement from the City of El Cajon.

Assessment funds will pay for services that are above and beyond those services provided by the City.

### **Public Property Assessments**

The City of El Cajon and any other government owned parcels within the PBID boundary will pay their assessment based on the special benefits conferred to those parcels. Government parcels receive full benefits from both the Environmental and Economic Enhancement services and will be assessed their fair share and calculated for the special benefits received.

## Section 5: PBID Governance

### **City Council Approval**

Following the submission of petitions from property owners representing more than 50% of the assessments to be paid, the City Council, upon holding a public hearing on the proposed PBID at City Council Chambers during a specified City Council meeting, may elect to recertify the PBID. The PBID is recertified by a City Council resolution, including the levy of an assessment on property, if the assessment is first approved by parcel owners in a balloting process.

### **PBID Governance**

For the Downtown El Cajon PBID, a new 501(c)6 or 501(c)3 California non-profit corporation shall be formed to serve as the PBID Owner's Association.

The role of the proposed Owner's Association is consistent with similar PBIDs throughout California and the nation. The Owner's Association will determine budgets, assessment rates and monitor service delivery. As part of the Management Plan, the Owner's Association can decide to either employ its own staff and/or contract with service providers and other partner organizations, in order to:

- Reduce overall administrative costs of the PBID.
- Leverage PBID funds with other resources and capabilities provided by program partners such as the City of El Cajon, El Cajon Community Development Corporation and others.
- Minimize the potential for duplication of enhanced services and activities.
- Ensure that the PBID is represented by a unified property owner voice, thereby maximizing downtown's influence in policies and civic affairs.

Pursuant to the State of California PBID legislation the PBID Owner's Association will be subject to disclosure and notification guidelines set by the Ralph M. Brown Act and California Public Records Act.

**PBID Owner's Association Board of Directors:** The Owner's Association will establish a board of directors consisting of a majority of property owners to develop recommendations for budgets, assessment rates and policies for the use of PBID funds that are consistent with this Management Plan. The Owner's Association board of directors is envisioned to meet monthly and will have nine to eleven members appointed by ballot of all property owners from a slate developed by the Nominating Committee of the Owner's Association. The Owner's Association board of directors must include representation from all geographic areas and major use types found in downtown.

Suggested representation includes:

- A minimum of 6 property owners
- Up to one business owner who is not a property owner
- One representative from the City of El Cajon who shall be the city manager or his/her designee
- One member of the County or his/her designee

By-laws will be developed by the Owner's Association. The by-laws from the former Downtown El Cajon, Inc., the original Owner's Association established in 1996, will provide the framework for the new organization and these by-laws will be updated accordingly.



## Section 6: Implementation Timeline

The El Cajon PBID will have a five year life from January 1, 2012 to December 31, 2016.

In order for the PBID to meet the start-up date of January 1, 2012, the formation needs to be no later than the following schedule:

March:	Gather petition signatures
Mid May:	City Council adopts Resolution of Intention Ballots are mailed (pursuant to Prop 218)
Early July:	Ballot tally and final Public Hearing City Council adopts Resolution of Establishment
Fall 2011:	Initiate Administrative Contract with Owners Association Owners Association starts implementation plan
January 1, 2012:	Begin PBID operations

## Section 7: Assessment Roll

The following table lists the assessment roll for 2012.

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
482 301 05 00	150 West Madison L L C	150 W Madison Ave	2	\$2,131.17
487 331 05 00	151 L L C	151 Van Houten Ave	2	\$3,301.51
487 331 26 00	151 L L C	Douglas St	2	\$1,098.85
487 172 75 00	330-360 N Magnolia Llc	330-360 N Magnolia Ave	1	\$3,179.95
488 231 26 00	A M J Properties Llc	343 E Main St	1	\$1,262.94
488 231 04 00	Agostini James A	323 E Main St	1	\$257.87
488 231 05 00	Agostini James A	327-333 E Main St	1	\$838.03
487 341 05 00	Ahlam & Thomas Meram	301-345 W Main St	1	\$4,538.13
487 192 48 00	Ahn Family 2007 Trust 06-12-07	190 N Magnolia Ave	1	\$2,559.64
488 083 17 00	Alma R Vasic Trust	158 E Main St	1	\$662.25
488 212 17 14	Alsbaugh, George A & Dorris Y	275 E Douglas Ave #104	2	\$114.66
482 301 03 00	Anderson Keith R 2003 12-23	Magnolia Ave N	1	\$2,386.15
482 302 01 00	Anderson Keith R 2003 12-23-03	490 N Magnolia Ave	1	\$2,434.55
488 212 17 09	Austin, Albert J & Maureen McCall	275 E Douglas Ave #103	2	\$240.05
488 231 23 00	Avocado Professional Group	230-292 Avocado Ave	2	\$5,866.79
488 241 41 00	B R R B Investment L L C	343 E Lexington Ave	2	\$1,881.25
488 212 17 04	Bacal, Dan & Robin	275 E Douglas Ave #114	2	\$240.05
488 212 17 15	Bain, Richard G.	275 E Douglas Ave #113	2	\$114.66
487 302 29 00	Bal Investment L L C	701 W Main St	2	\$1,544.99
488 151 02 00	Bert & Bob Investment Company	237 W Main St	1	\$576.40
488 151 17 00	Bert & Bob Investment Company	291 W Main St	1	\$678.19
488 083 08 00	Borrelli, Ralph A. Jr.	120 E Main St	1	\$347.48
488 083 11 00	Borrelli, Ralph A. Jr.	124 E Main St	1	\$347.48
488 083 12 00	Borrelli, Ralph A. Jr.	130 E Main St	1	\$694.95
488 083 13 00	Borrelli, Ralph A. Jr.	140 E Main St	1	\$694.95
487 172 27 00	Brewer Trust	164-168 W Park Ave	2	\$1,207.62
488 211 05 00	Brooks Doctor Trust	237 E Main St	1	\$1,907.36
488 212 17 03	Bruflat Jeffrey&Allison	275 E Douglas Ave #111	2	\$132.84
488 212 17 02	Buchenau, Thomas & Susan	275 E Douglas Ave #110	2	\$141.21
488 212 17 01	Buchenau, Thomas & Susan	275 E Douglas Ave #109	2	\$130.81
488 161 01 00	Buffo Intervivos Trust	255 W Douglas Ave	2	\$550.27
487 122 48 00	Calvary Chapel Of El Cajon	698 W Main St	2	\$4,642.87
487 122 49 00	Calvary Chapel Of El Cajon	698 W Main St	2	\$4,790.77
488 152 39 00	Carlen D Kelly Trust	124 W Douglas Ave	2	\$135.96
488 231 17 00	Carroll Willie & Neva	151 Claydelle Ave	2	\$2,158.45
488 231 18 00	Carroll Willie & Neva	151 Claydelle Ave	2	\$1,177.33
488 231 19 00	Carroll Willie & Neva	151 Claydelle Ave	2	\$1,177.33
488 231 24 00	Carroll Willie & Neva	220 Avocado Ave	2	\$659.03
487 171 38 00	Chaldean American Association	414 N Magnolia Ave	1	\$2,815.11
488 111 24 00	Chanda Family Trust 05-06-10	388 E Main St	1	\$1,078.00
487 302 31 00	Chapman Diane Living Trust 03-24-04	737-747 W Main St	2	\$2,550.76
487 121 50 00	Chasro Enterprises	1002 W Main St	2	\$1,930.14
488 152 24 00	Chen John	130 W Douglas Ave	2	\$134.06
488 222 21 00	Christ Church Of El Cajon	311 Highland Ave	2	\$2,839.15
488 221 30 00	Christ Temple Apostolic Church	309 Prescott Ave	2	\$1,463.69
487 172 67 00	City Of El Cajon	326 N Magnolia Ave	1	\$1,445.91
487 321 12 00	City Of El Cajon		2	\$512.86
488 072 42 00	City Of El Cajon	E Park Ave	2	\$24,163.74
488 111 28 00	City Of El Cajon	E Main St	1	\$7,967.36

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 111 30 00	City Of El Cajon	E Main St	1	\$18,523.72
488 192 09 00	City Of El Cajon	E Douglas St	1	\$13,733.36
488 211 22 00	City Of El Cajon	230 Douglas St	2	\$1,680.97
488 152 34 00	Clark Samuel	118 W Douglas Ave	2	\$130.70
487 281 31 00	Clifton Mark A	W Main St	2	\$317.88
487 281 32 00	Clifton Mark A	1033 W Main St	2	\$602.40
487 281 33 00	Clifton Mark A	W Main St	2	\$275.37
487 172 49 00	Collins Family Trust	396 N Magnolia Ave	1	\$2,614.09
488 212 17 05	Collins Family Trust	275 E Douglas Ave #115	2	\$141.21
488 233 06 00	Colson Edward E III II-02-95	677 E Main St	1	\$608.94
488 233 07 00	Colson Edward E III II-02-95	Main St E	1	\$502.82
488 083 14 00	Conrad Conrad G	144-148 E Main St	1	\$632.82
488 212 17 13	Constantino Rachel A	275 E Douglas Ave #105	2	\$154.88
487 192 55 00	Corners Plaza Llc	124 W Main St #240	1	\$3,366.85
487 331 29 00	Correia, John E. Tr	449-469 W Douglas Ave	2	\$1,262.76
487 331 19 00	Corydon & Kathleen Dwight	200-210 Van Houten Ave	2	\$1,590.12
488 211 07 00	Corydon & Kathleen Dwight	221-225 E Main St	1	\$1,087.64
488 111 31 00	County of San Diego	Magnolia Ave N	1	\$17,308.53
488 111 32 00	County of San Diego	Magnolia Ave N	1	\$22,439.58
488 162 17 00	County of San Diego	200 Magnolia Ave	1	\$3,289.50
488 192 08 00	County of San Diego	Prescott Ave	1	\$5,057.22
487 321 27 00	Cunningham Investments Llc	623 W Main St	2	\$3,052.83
488 211 15 00	David & Solveig Bassham	250 E Douglas Ave	2	\$737.86
488 152 18 00	David Fori	154 W Douglas Ave	2	\$136.00
488 191 04 00	Davila Oscar C	131 E Main St	1	\$4,645.07
488 191 11 00	Davila Oscar C	Douglas Ave	2	\$1,040.63
488 191 12 00	Davila Oscar C	Douglas Ave	2	\$520.32
488 191 13 00	Davila Oscar C	Douglas Ave	2	\$520.32
488 010 25 00	Dedrick, Ted R.	451-455 N Magnolia Ave	1	\$3,369.63
488 233 08 00	Dietsch M Monica	689 E Main St	1	\$587.85
488 211 04 00	Digrigoli Santo & Silvana	245 E Main St	1	\$1,238.41
488 151 14 00	Douglas Executive Suites Llc	148 S Orange Ave	2	\$817.59
488 151 16 00	Douglas Executive Suites Llc	224 W Douglas Ave	2	\$516.72
487 192 56 00	Downtown El Cajon Brewing Co	110 N Magnolia Ave	1	\$2,532.17
488 231 10 00	Dwight Corydon G & Kathleen E	205 Claydelle Ave	2	\$1,029.61
488 083 04 00	Eddie Verdugo	Rea Ave	2	\$327.04
488 083 09 00	Eddie Verdugo	116-118 E Main St	1	\$858.47
488 072 38 00	El Cajon Redevelopment Agency	Magnolia Ave N	1	\$3,931.81
488 072 40 00	El Cajon Redevelopment Agency	148 Rea Ave	2	\$1,851.95
488 082 12 00	El Cajon Redevelopment Agency	120-128 Rea Ave	2	\$1,006.29
488 082 18 00	El Cajon Redevelopment Agency	141 N Magnolia Ave	1	\$3,651.45
488 083 03 00	El Cajon Redevelopment Agency	115 Rea Ave	2	\$520.38
488 083 15 00	El Cajon Redevelopment Agency	156 E Main St	1	\$178.07
488 083 16 00	El Cajon Redevelopment Agency	156 E Main St	1	\$178.07
488 083 27 00	El Cajon Redevelopment Agency	149 Rea Ave	2	\$1,424.57
488 111 14 00	El Cajon Redevelopment Agency	146 Ballantyne St	1	\$545.66
488 111 33 00	El Cajon Redevelopment Agency		1	\$1,994.44
488 211 21 00	El Cajon Redevelopment Agency	201 E Main St	2	\$997.20
488 212 19 00	El Cajon Redevelopment Agency	Lexington Ave	2	\$512.86
488 212 20 00	El Cajon Redevelopment Agency	Douglas Ave	2	\$455.89
488 212 22 00	El Cajon Redevelopment Agency	E Douglas St	2	\$2,592.75
487 122 40 00	El Cajon Storage Llc	556 W Main St	2	\$9,764.88
488 010 27 00	El Verano Llc	463-467 N Magnolia Ave	1	\$1,945.05
488 111 06 00	Elias & Khadra Totah	306-312 Ballantyne St	2	\$582.00

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 233 02 00	Eloise & Edwina Foster	533-545 E Main St	1	\$1,496.20
488 233 03 00	Eloise & Edwina Foster	555 W Main St	1	\$502.82
488 200 02 00	Evans Robert & Marilyn	127 E Lexington Ave	2	\$743.03
483 330 32 00	Faiez & Sena Kattoula	112 E Madison Ave	2	\$633.08
488 112 19 00	Family Karavantes Trust	422 E Main St	1	\$697.77
488 112 20 00	Family Karavantes Trust	484-490 E Main St	1	\$791.46
487 321 11 00	Family Siragusa Trust	553-557 W Main St	2	\$608.29
488 211 06 00	Favro Iii Frank J & Theresa M	229 E Main St	1	\$519.25
488 152 22 00	Federal Natl Mtg Assn Fnma	138 W Douglas Ave	2	\$130.74
488 083 18 00	Fenton, Michael H.	168 E Main St	1	\$367.92
488 083 19 00	Fenton, Michael H.	172-174 E Main St	1	\$614.83
487 321 29 00	Firas Miskina Maykl Allos L L C	533 W Main St	2	\$739.10
487 321 30 00	Firas Miskina Maykl Allos L L C	537 W Main St	2	\$588.67
487 321 31 00	Firas Miskina Maykl Allos L L C	*no Site Address*	2	\$686.78
488 191 14 00	First Baptist Church Of El Cajon	190 E Douglas Ave	2	\$2,016.38
488 231 03 00	Freer, Graham & Diane	321 E Main St	1	\$649.50
487 281 28 00	George A Pearson	1099 W Main St	2	\$1,016.43
488 112 21 00	George Hody	502 E Main St	1	\$1,771.63
488 222 01 00	Ginkel Bypass 07-22-88	235 E Lexington Ave	2	\$923.47
487 341 04 00	Goertz Family Revocable Trust	300-350 W Douglas Ave	2	\$1,282.51
488 191 06 00	Goldman, Ricci L. & Nancy L.	145-155 E Main St	1	\$853.32
487 282 33 00	Goodwin-Donnella R	905 W Main St	2	\$779.92
488 233 05 00	Goward Shirley A	665-669 E Main St	1	\$666.34
487 331 23 00	Green Apple Investments Inc	435 W Main St	1	\$829.12
488 010 36 00	Greg A. Kopoulos Trust	475 N Magnolia Ave	1	\$2,263.83
488 152 38 00	Gubala Robert D & Kimberly A	102 W Douglas Ave	2	\$135.96
487 171 37 00	Guerrera Family Trust	456 N Magnolia Ave	1	\$3,956.74
488 152 26 00	Gutierrez Rick&Sarah	148 W Douglas Ave	2	\$130.70
487 121 41 00	H R F Of San Diego L L C	1090 W Main St	2	\$1,497.83
488 461 17 00	Harvest Time Assembly Of God Church	208 W Lexington Ave	2	\$630.79
487 282 32 00	Hawes Jonathan W	907 W Main St	2	\$304.80
482 301 11 00	Hb Montrose LLC	555 Montrose Ct	2	\$4,849.05
487 171 50 00	Helix Properties L P	225 W Madison Ave	2	\$5,520.91
482 283 09 00	Hellwig Peter K & Kathryn	359 W Madison Ave #200	2	\$1,322.93
488 171 16 00	Hoban Thomas & Anitas	215 W Lexington Ave	2	\$888.23
487 192 53 00	Hoffman Mark H	390 W Main St	1	\$6,066.38
488 212 17 12	Howard A. Kitay	275 E Douglas Ave #108	2	\$208.39
488 112 22 00	J & J Properties A Llc Trust	518-536 E Main St	1	\$3,009.32
488 112 23 00	J & J Properties A Llc Trust	550-554 E Main St	1	\$1,474.22
488 112 43 00	J & J Properties A Llc Trust	522 E Main St	2	\$1,395.86
488 040 11 00	J B M M D Lic (Aka Motoworld)	315-327 N Magnolia Ave	2	\$8,179.86
487 331 02 00	Jack In The Box % Wong Family Trust	393 W Main St	1	\$811.46
487 331 03 00	Jack In The Box % Wong Family Trust	Main St W	1	\$799.12
487 331 04 00	Jack In The Box % Wong Family Trust	127 Van Houten Ave	2	\$243.64
488 152 33 00	Jadee & Rod Gonzales	122 W Douglas Ave	2	\$130.70
487 331 22 00	Jala Inc	425 W Main St	1	\$2,915.54
488 083 24 00	James & Constance Knapp	181 Rea Ave	2	\$1,110.95
488 212 17 11	Jarboe, John C & Sharon S	275 E Douglas Ave #107	2	\$141.21
482 283 08 00	Jenkins Enterprises Of Nevada L L C	375 W Madison Ave	2	\$1,006.03
488 211 18 00	Jlcw Llc	290 E Douglas Ave	2	\$682.72
488 010 13 00	John C Grier	172 Wells Ave	2	\$523.51
487 351 13 00	John Dyer	333 W Lexington Ave	2	\$605.80
483 330 31 00	Johnnys Shell	515 N Magnolia Ave	1	\$1,643.20
487 331 25 00	Johnson Family Trust	450-482 W Douglas Ave	2	\$1,538.19

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
			2	\$419.73
488 112 25 00	Joseph & Sandra Dominguez	130 Roanoke Rd	1	\$3,422.36
487 331 35 00	Kapetanios Properties li L L Cl	401 W Main St	1	\$1,154.93
487 160 05 00	Kazemi Aalam Revocable Trust 06-08-09\	476 W Main St	1	\$4,339.62
488 233 01 00	Kramer Family Trust	525 E Main St	2	\$1,199.18
482 283 06 00	Krause Steven & Toby	337 W Madison Ave	2	\$572.30
488 232 28 00	L H Avocado Inc	131 Avocado Ave	2	\$228.66
488 232 29 00	L H Avocado Inc	Avocado Ave	2	\$130.70
488 152 27 00	Landry Richard	144 W Douglas Ave	2	\$1,796.55
487 351 18 00	Lexington 338 Associates Ltd	338 W Lexington Ave	2	\$1,682.08
487 331 09 00	Lottes Family Trust	321-325 Van Houten Ave	2	\$130.70
488 152 41 00	Lovas Tonya	116 W Douglas Ave	2	\$890.65
488 221 31 00	M D T Investments L P	269 E Lexington Ave	2	\$562.50
488 221 32 00	M D T Investments L P	277 E Lexington Ave	2	\$827.27
488 221 33 00	M D T Investments L P	291 E Lexington Ave	2	\$141.21
488 212 17 08	M Dale & Shelly Mills	275 E Douglas Ave #102	2	\$1,557.74
482 301 09 00	Madison Avenue Investments	222 W Madison Ave	2	\$514.43
483 330 33 00	Madison Avenue Property Llc	126-128 E Madison Ave	1	\$492.85
488 191 03 00	Malikyar, Daoud M Trust	123 E Main St	1	\$1,161.55
488 191 05 00	Malikyar, Daoud M. & Nadia	143 E Main St	1	\$573.95
488 083 20 00	Marrujo Gabriel F	176-178 E Main St	1	\$1,308.15
488 083 21 00	Marrujo Guadalupe	182 E Main St	1	\$441.50
488 083 22 00	Marrujo Guadalupe	188 E Main St	1	\$635.68
488 083 23 00	Marrujo Guadalupe	194 E Main St	1	\$3,977.43
488 010 40 00	Mehul Hospitality Llc	471 N Magnolia Ave	2	\$1,572.26
488 211 20 00	Mench, Leland E. li	270 E Douglas Ave	2	\$130.70
488 152 44 00	Mersereau Alan	104 W Douglas Ave	2	\$130.70
488 152 37 00	Messmore John&Ashley	106 W Douglas Ave	1	\$1,843.75
488 113 10 00	Michael Kelly Trust	620 E Main St	1	\$1,000.73
488 083 26 00	Mission Sq. Shopping Ctr	102-110 E Main St	1	\$2,136.86
482 301 06 00	Mobil Oil Corp	Magnolia Ave N	2	\$130.74
488 152 20 00	Moore-Kochlacs Peter G & Emma C	146 W Douglas Ave	1	\$2,948.49
488 040 07 00	Morraine E Stangl Trust	399 N Magnolia Ave	2	\$2,906.12
488 233 51 00	Moss Gerald R & Judy Y	Taft Ave	2	\$370.34
488 233 53 00	Moss Gerald R & Judy Y	Main St	2	\$11,658.55
482 301 10 00	Motel 6 Operating L P	550 Montrose Ct	1	\$1,429.81
488 191 08 00	Naraghi Investment Group L L C	165-169 E Main St	2	\$353.52
488 172 18 00	Naylor Family Trust	314 S Magnolia Ave	1	\$854.14
487 331 01 00	Norman E Cayugan	351 W Main St	1	\$607.96
487 341 01 00	Norman E Cayugan	Main St	1	\$4,735.99
488 040 08 00	North Island Federal Credit Union	301 N Magnolia Ave	1	\$2,215.84
488 010 38 00	Northgate Hospitality	461 N Magnolia Ave	2	\$555.96
488 083 05 00	Olaf Wieghorst Museum Foundation	131 Rea Ave	2	\$135.96
488 152 31 00	Olazabal Manuel A R&Reyna Tammy S	128 W Douglas Ave	1	\$1,582.29
487 331 24 00	Orkin Inc.	489 W Main St	2	\$130.70
488 152 28 00	Pacheco Gabriel	140 W Douglas Ave	2	\$4,043.36
488 233 47 00	Pacific Bell	*no Site Address*	2	\$845.72
488 231 25 00	Paul J & Laurel M Morello	226 Avocado Ave	2	\$585.66
488 010 23 00	Pearson, Bobbi J Family	166 Wells Ave	2	\$1,073.60
488 151 21 00	Pedersen Family 2001 Trust	132-144 S Orange Ave	2	\$135.58
488 152 45 00	Peters Evelyn L	100 W Douglas Ave	1	\$1,612.62
488 162 16 00	Pfuhl, John W Trust	266 S Magnolia Ave	2	\$130.70
488 152 43 00	Phan Kim	108 W Douglas Ave	1	\$309.79
488 211 03 00	Polyk Lisajeanne	251 E Main St	2	\$130.70
488 152 30 00	Premier Wireless Service	132 W Douglas Ave		

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 152 47 00	Promenade Square L L C	133 W Main St	1	\$3,330.96
488 152 48 00	Promenade Square L L C	155 Main St	1	\$349.85
488 152 49 00	Promenade Square L L C	175 W Main St	1	\$788.08
488 152 50 00	Promenade Square L L C	W Main St	1	\$1,923.14
488 200 45 00	Promising Futures Inc	109 E Lexington Ave	2	\$895.76
488 232 03 00	Quin Yvonne	423-437 E Main St	1	\$1,414.44
488 232 04 00	Quin Yvonne	445 E Main St	1	\$716.05
488 152 29 00	Reddick Bonnie L	136 W Douglas Ave	2	\$130.70
488 211 01 00	Refoua Maurice	261 E Main St	1	\$1,946.36
488 211 02 00	Refoua Maurice & Mois	261 E Main St	1	\$575.42
488 212 17 07	Robert E. Lewis Trust	275 E Douglas Ave #101	2	\$156.91
488 083 01 00	Robert Shamoun	119-123 N Magnolia Ave	1	\$895.26
488 212 17 06	Robinson, Russel K & Mary A	275 E Douglas Ave #116	2	\$151.61
487 173 37 00	Rogers, Galen E.	234 N Magnolia Ave	1	\$2,009.40
488 040 02 00	Romero Rose M Trust	353 E Park Ave	2	\$1,412.67
488 152 25 00	Root David L	152 W Douglas Ave	2	\$135.91
487 192 47 00	Rs Partners LP	198 W Main St	1	\$26,317.10
487 192 51 00	Rs Partners LP	Sunshine Ave N	1	\$1,468.40
487 192 54 00	Rs Partners LP	194 W Main St	1	\$2,811.29
482 302 02 00	Rubin Mark & Michelle	480 N Magnolia Ave	1	\$2,142.42
487 282 27 00	Rus Florin-Gabriel	935 W Main St	2	\$392.31
487 282 28 00	Rus Florin-Gabriel	Main St W	2	\$198.07
487 282 29 00	Rus Florin-Gabriel	925 W Main St	2	\$415.99
487 282 31 00	Rus Florin-Gabriel	939 W Main St	2	\$275.37
488 111 34 00	Russ & Lucy John Mcmillian	Ballantyne St	1	\$626.77
488 152 32 00	Sadler Robert M	126 W Douglas Ave	2	\$135.96
487 160 07 00	Sagart Shawn	444 W Main St	1	\$3,037.77
488 083 02 00	Saint Madeleine Sophies Cntr.	109-111 Rea Ave	1	\$719.32
488 152 19 00	Salgado Richard & Luz J	150 W Douglas Ave	2	\$130.74
487 192 52 00	San Diego Credit Union	312 W Main St	1	\$3,313.30
487 121 24 00	San Diego Gas & Electric	Main St	2	\$9,110.87
487 121 25 00	San Diego Gas & Electric	Main St	2	\$2,307.84
487 121 76 00	San Diego Gas & Electric	*no Site Address*	2	\$4,542.55
487 121 92 00	San Diego Gas & Electric	Main St	2	\$4,587.16
487 262 04 00	San Diego Metropolitan Transit	166 S Marshall Ave	2	\$3,333.49
487 262 09 00	San Diego Metropolitan Transit	1133 W Main St	2	\$1,209.25
487 273 06 00	San Diego Metropolitan Transit	398 S Marshall Ave	2	\$4,729.55
488 152 35 00	Sanchez Ricardo J&Ali Sundus I	114 W Douglas Ave	2	\$130.70
487 301 27 00	Saul & Maria Bejarano	813 W Main St	2	\$430.90
482 282 03 00	Sawa Shlaimon T & Layla	407 W Madison Ave	2	\$299.24
488 162 18 00	Schreck Charles E & Erma L Trust	240 S Magnolia Ave	1	\$1,588.91
487 171 47 00	Security Title Insurance	460 N Magnolia Ave	1	\$2,134.74
488 040 13 00	Shadow Mountain Community Church Inc	367-389 Wells Ave	2	\$7,622.18
488 040 14 00	Shadow Mountain Community Church Inc	345 Wells Ave	1	\$4,320.28
487 160 04 00	Shawn Sagart	464 W Main St	1	\$4,499.79
488 152 21 00	Sherlock Karl J	142 W Douglas Ave	2	\$130.74
488 162 13 00	Shorridge Terry & Mary	120-180 W Lexington Ave	2	\$653.22
487 301 25 00	Sidjam L L C	101 Richfield Ave	2	\$857.43
487 331 08 00	Silva Sai A Family Trust	360 W Lexington Ave	2	\$552.89
488 191 02 00	Silverman Family Trust	115-117 E Main St	1	\$1,079.80
487 331 30 00	Slagill Roger S	437-447 W Douglas Ave	2	\$664.41
488 200 01 00	Smith Andrew A & Gaile H	145 E Lexington Ave	2	\$722.10
487 301 30 00	Sotcher Co	104 Richardson Ave	2	\$735.63
488 162 15 00	Southern Calif. Developent Corp. Of Voa Inc	290 S Magnolia Ave	1	\$1,480.41

APN	Owner Name	Site Address	Benefit Zone	Parcel Assmt
488 152 36 00	Spencer Emmanuel D	110 W Douglas Ave	2	\$130.70
483 330 22 00	Spread The Word L P	Magnolia Ave N	1	\$2,049.95
483 330 34 00	Spread The Word Lp	531-565 N Magnolia Ave	1	\$2,138.99
488 152 23 00	Steeps Sheridan D	134 W Douglas Ave	2	\$130.70
488 151 05 00	Storrs Lic	205 E Main St	1	\$584.58
488 151 18 00	Storrs Lic	231 W Main St	1	\$699.78
488 151 20 00	Storrs Lic	231 W Main St	1	\$2,058.45
487 342 06 00	Sunshine Partners	Sunshine St S	2	\$2,649.72
487 192 50 00	Swaroop Second Family L P	220 W Main St	1	\$2,906.46
488 151 15 00	Sweeney Family Trust	260 W Douglas Ave	2	\$605.02
488 151 12 00	Sweetwood James R & Darlene S	151 S Sunshine Ave	2	\$1,341.90
488 112 24 00	Tahiti Investments L L C	562-566 E Main St	1	\$947.13
488 152 40 00	Talton Jacinda N	120 W Douglas Ave	2	\$130.70
488 161 02 00	Terry Arbaugh Trust	227-231 W Douglas Ave	2	\$366.94
482 302 06 00	The Copley Press Inc	185 W Madison Ave	2	\$1,311.48
488 191 01 00	The Salvation Army	101 E Main St	1	\$1,112.71
488 112 67 00	The Southland Corp.	410 E Main St	1	\$1,247.24
488 191 07 00	Tres Caminos L P	161 E Main St	1	\$1,337.34
488 233 04 00	U S Credit Bancorp Inc	575 E Main St	1	\$709.02
487 301 26 00	U S Financial L P	821 W Main St	2	\$594.55
488 191 09 00	Unarius Educational Foundation	131 N Magnolia Ave	1	\$472.41
488 191 15 00	Unarius Educational Foundation	145 S Magnolia Ave	1	\$105.03
488 191 16 00	Unarius Educational Foundation	147 S Magnolia Ave	1	\$714.58
488 212 17 16	Valle De Oro Financial	275 E Douglas Ave #112	2	\$154.88
488 231 12 00	Valley Congregation Of Jehovahs Witness	211 Claydelle Ave	2	\$630.45
487 172 22 00	Vision Five L L L P	374 N Magnolia Ave	1	\$2,723.81
488 152 42 00	Warner Gradon G	112 W Douglas Ave	2	\$130.70
487 321 34 00	Webster E&L Family Limited Partnership	613 W Main St	2	\$3,086.25
487 321 33 00	Webster Eddie M&Linda S Family Trust	601-607 W Main St	2	\$2,745.61
488 212 17 10	Wenbourne, Thomas E & Deborah L	275 E Douglas Ave #106	2	\$132.84
482 283 05 00	Wilson Renae L 01-27-06	275 W Madison Ave	2	\$1,561.47
488 172 20 00	Wokuluk Gary J	119-137 W Lexington Ave	2	\$1,233.65
488 010 24 00	Wong Family Trust	405 N Magnolia Ave	1	\$1,532.17
488 232 31 00	Yousif Othman & Basima	421 E Main St	1	\$1,169.16
487 172 70 00	Zeman Victor W&Sarah C Family Trust	140 W Park Ave #152	2	\$1,733.89
488 172 01 00	Zions First National Bank	175 W Lexington Ave	2	\$937.68
488 231 22 00	Zouhar, Edward & Emile	303-305 E Main St	1	\$1,202.60
<b>Grand Total</b>				<b>\$560,000</b>

## ATTACHMENT B

### CONFLICT OF INTEREST DETERMINATION

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

“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 the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City 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 the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

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<sup>1</sup> The City’s Conflict of Interest Code and the Political Reform Act refer to “consultants,” not “contractors.” The City’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.



**DISCLOSURE DETERMINATION:**

- 1. CORPORATION 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. CORPORATION will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, CORPORATION 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 Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. \*

Signature Nancy Palm Date 1/25/12  
Name NANCY PALM Department CITY MANAGER'S OFFICE  
City Attorney Approval of Determination [Signature]  
City Manager Approval of Determination [Signature]

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

**ATTACHMENT B-1**

**CONFLICT OF INTEREST SCOPE OF DISCLOSURE**  
(For use in preparing California Form 700)

Investments: "Investment" means a financial interest in any business entity engaged in the business of sales, marketing and promotion benefitting Business Improvement Districts pursuant to the California Parking and Business Improvement District Law of 1989 and/or 1994, respectively.

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 CORPORATION, in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of providing sales, marketing and/or promotion support of Business Improvement Districts.