

*STAFF REPORT**CITY OF OCEANSIDE*

DATE: May 28, 2014  
TO: Honorable Mayor and City Councilmembers  
FROM: Property Management  
SUBJECT: **MAINTENANCE SERVICES AGREEMENT FOR THE CITY'S ELEVEN  
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS**

**SYNOPSIS**

Staff recommends that the City Council adopt a resolution authorizing the payment of prevailing wages and approve a two-year maintenance services agreement with Executive Landscape, Inc., of Fallbrook in the amount of \$1,017,235 for the landscape maintenance and upkeep of the eleven Landscape Maintenance Assessment Districts, and authorize the City Manager to execute the agreement.

**BACKGROUND**

In January 2014, the City issued a Request for Proposals ("RFP") for qualified private companies to perform landscape maintenance and upkeep for the City's eleven Landscape Maintenance Assessment Districts ("LMADs") that the City is responsible for maintaining. Five companies submitted proposals in response to the RFP.

**ANALYSIS**

Proposals were compared on a competitive negotiation basis. Staff reviewed each proposal to identify those that met the requirements of the RFP. The qualifications of key personnel, prior service experience, availability of personnel, and the ability to provide the required services were considered critical. While cost was a consideration, it was not the deciding factor.

Staff used the above criteria to evaluate and rank the proposals. Executive Landscape of Fallbrook was ranked first with Midori Gardens of Santa Ana second, MCE Corporation of Dublin third, Aztec Landscape of Lemon Grove fourth and Singh Group of San Marcos ranked fifth. The Contractor rankings and corresponding bid amounts are shown on Exhibit "A".

Staff interviewed the top two proposals and selected Executive Landscape of Fallbrook ("Executive"). Midori Gardens' experience was mainly in medians, parks and building maintenance, whereas Executive has proven experience with the Landscape Maintenance Assessment Districts including understanding the challenges as well as

limitations. Executive's experience and ability to work under those limitations was a key factor in their selection. The Maintenance Services Agreement ("Agreement") is for a term of two years commencing July 1, 2014, and ending June 30, 2016 and is attached as Exhibit "B". The City may renew the Agreement for two additional one-year terms with the same terms and conditions, except compensation. The yearly compensation under the Agreement for two one-year terms would be adjusted to reflect the change in the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego.

Due to the potential consequences of new state legislation (SB 7, effective January 1, 2014), the landscape maintenance work for the Landscape Maintenance Assessment Districts was bid as a prevailing wage job. SB 7, which applies to contracts awarded after January 1, 2015, provides that a charter city will lose all state funding for construction projects: (1) if the city has a charter provision or ordinance that authorizes a contractor to not pay prevailing wages on public works contracts and (2) if the city has awarded a non-prevailing wage contract within the prior two years. Although this contract is being awarded before the January 1, 2015 deadline, a renewal of the agreement after the deadline (pursuant to the renewal option) may trigger the penalties of SB 7. As such, staff requested bids based on the payment of prevailing wages. Executive Landscape advises that its bid amount would be the same, even if payment of prevailing wages were not required by the contract.

Under the city's charter, a contractor may be required to pay prevailing wages when, among other things, the payment of the prevailing wage schedule is authorized by resolution of the City Council. Because of the potential loss of state funding if this contract is awarded as a non-prevailing wage job, staff recommends that Council adopt a resolution authorizing the payment of the prevailing wage schedule for the landscape maintenance work for the LMADs.

**FISCAL IMPACT**

The two year Agreement cost is \$1,017,235 and will be paid from the eleven Landscape Maintenance Assessment District Funds. There are sufficient funds in the proposed FY 2014-15 budgets for each of the districts, which are scheduled for approval by the City Council at its June 4, 2014 meeting. Exhibit "C" shows the Agreement cost allocated to each of the districts.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

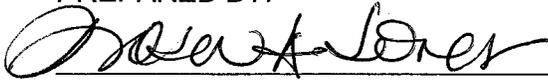
**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

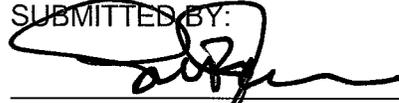
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PREPARED BY:



Rosa A. Jones  
Contract Coordinator

SUBMITTED BY:



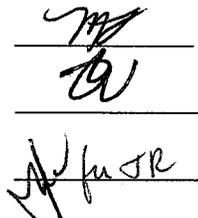
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Douglas E. Eddow, Real Property Manager

James Riley, Financial Services Director



ATTACHMENTS:

- Exhibit A Contractor Rankings
- Exhibit B Maintenance Agreement
- Exhibit C Maintenance Cost Allocation
- Exhibit D Resolution

**EXHIBIT "A"**

<b>Rank</b>	<b>Contractor</b>	<b>Location</b>	<b>Amount</b>
1	Executive Landscape	Fallbrook	\$1,017,235
2	Midori Gardens	Santa Ana	\$904,272
3	MCE Corporation	Dublin	\$953,424
4	Aztec Landscape	Lemon Grove	\$1,135,308
5	Singh Group	San Marcos	\$968,250

**MAINTENANCE SERVICES AGREEMENT  
GENERAL PROVISIONS**

**SECTION 3: MAINTENANCE SERVICES AGREEMENT/GENERAL PROVISIONS**

**PROJECT: LANDSCAPE MAINTENANCE ASSESSMENTS DRISTRICTS**

**THIS MAINTENANCE SERVICES AGREEMENT** is made and entered into for the above referenced Project this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Oceanside, a municipal corporation (hereinafter "CITY") and EXECUTIVE LANDSCAPE INC., (hereinafter "CONTRACTOR").

CITY and CONTRACTOR have mutually agreed as follows:

**3.1 Contents of Contract Documents.** The Contract Documents for this project shall consist of the Notice Inviting Proposals, Instructions to Bidders, General Provisions, Project Specific Provisions (Location of work, Scope of work), Proposal Submittal Documents, Exhibits 1 through 4, and all permits from other agencies as may be required by law. All Contract Documents not attached hereto are incorporated herein by reference.

The Contract Documents may be amended in writing from time to time in accordance with Subsections 2.7, 3.18 and 3.25, to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. These amendments shall be incorporated into the Contract Documents.

If there is a conflict between Contract Documents, the documents highest in precedence shall control. The procedure shall be:

- a. Requirements set by local, state and federal law, including permits required thereby
- b. Amendments approved pursuant to Subsections 2.7, 3.14 and 3.21
- c. Instructions to Bidders, Award Documents, General Provisions, Project-Specific Provisions

**3.2 Term.** The term of the Agreement shall be Twenty four (24) months, commencing July 1, 2014 and ending June 30, 2016.

**3.2.1 Renewal Option.** CITY may agree to renew the AGREEMENT for **TWO (2)** additional consecutive **ONE (1)** year terms upon the same terms and conditions, except compensation, provided CONTRACTOR, at the end of each AGREEMENT term, is not in default of the Agreement.

(a) **NOTICE OF REQUEST TO RENEW.** Provided that the CONTRACTOR is not in default of this Agreement, CONTRACTOR may request renewal of the term of this Agreement provided that a written request for renewal from the CONTRACTOR is received by the City Manager not later than **180 days** prior to the termination date of the Agreement.

## MAINTENANCE SERVICES AGREEMENT GENERAL PROVISIONS

(b) **NOTICE OF RENEWAL.** Upon receipt of CONTRACTOR's written request for renewal, the City Manager shall respond to CONTRACTOR, in writing, within 60 days of receipt of said written request for renewal with his/her determination to either accept or reject CONTRACTOR's request for renewal. Acceptance of the renewal request requires City Council approval and that approval shall be based solely upon the discretion of the City Council. City Council approval of one Agreement renewal does not obligate the City Council to approve a subsequent CONTRACTOR requested renewal.

**3.2.2 Compensation Adjustment Index.** The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

**3.2.3 Compensation Adjustment Computation.** Any term renewal compensation under the AGREEMENT shall be computed in accordance with the following definitions and formulas:

Definitions:

**Initial Compensation:** The initial monthly compensation at the commencement of the AGREEMENT times 12.

**Existing Compensation:** The existing compensation shall be the compensation in effect on the date preceding the term renewal date.

**Percent change in the CPI:** The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12-month** period: from July 1, 2016 through June 30, 2017 for the first year renewal (if any) and July 1, 2017 through June 30, 2018 for the second year renewal, (if any).

Rent Adjustment Formulas:

**First Adjustment:** Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: \$122,000 + (\$122,000 x 2.5%) = \$125,050

**Subsequent Adjustments:** Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

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For example:  $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

**3.3 CITY'S OBLIGATIONS.** City hereby promises and agrees to pay CONTRACTOR for all work performed in accordance with these Contract Documents at the time, in the manner, and upon conditions set forth in the Contract Documents.

**3.4 CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements to be performed by CITY, CONTRACTOR agrees to perform or cause to be performed all work set forth in the Contract Documents, which shall consist of furnishing all materials, equipment, tools, labor and incidentals required to complete the work in a good and workman like manner satisfactory to the Project Manager. CONTRACTOR shall furnish and maintain in good condition all equipment and facilities required for the proper execution and inspection of the work.

**3.5 CONTRACTOR'S COMPENSATION** CONTRACTOR agrees to receive and accept the sum of \$1,017,235.68 pursuant to the Proposed Schedule set forth in Section 6, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations according to the terms and conditions of the Contract Documents. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of faithfully completing the work in the time and manner specified in the Contract Documents.

**3.6 PERMITS.** CONTRACTOR shall, prior to the start of any work under the AGREEMENT, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, **all applicable State & County pest control permits.**

**3.7 SPECIAL PROVISIONS.** The Contract Documents are intended to describe a functionally complete project, and the CITY has endeavored to include in the Contract Documents information pertaining to conditions which may affect the cost of the work. However, the CITY does not warrant the completeness or accuracy of such information, and the CITY disclaims responsibility for the completeness or accuracy of such information. The CONTRACTOR shall be responsible for making reasonable examinations of the site, including field measurements, in order to ascertain the existence of any site condition or apparent errors or omissions in the Contract Documents which may interfere with the satisfactory completion of the work, or which could affect the cost of the work.

If the CONTRACTOR is in doubt as to the meaning of any part of the Contract Documents, or if the CONTRACTOR discovers any apparent errors or omissions in the Contract Documents, the CONTRACTOR shall promptly notify the Project Manager in writing.

The CONTRACTOR shall, upon discovering any existing condition at any of the sites which is not set forth in the Contract Documents and which is not defined as a changed

## **MAINTENANCE SERVICES AGREEMENT GENERAL PROVISIONS**

condition as set forth below, but which could reasonably be assumed to interfere with the satisfactory completion of the work, promptly notify the Project Manager and take such action as is reasonably necessary to perform the work.

The Project Manager shall promptly investigate the conditions set forth in any notice submitted by the CONTRACTOR pursuant to this subsection. The Project Manager shall respond in writing with a clarification or interpretation, which is consistent with or reasonably inferable from the overall intent of the Contract Documents.

Any claim or dispute by the CONTRACTOR shall be submitted to the Project Manager in accordance with Subsection 3.19.

**3.8 INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, expressed or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under the AGREEMENT.

**3.9 AGREEMENT BONDS.** Prior to the commencement of any work under the AGREEMENT, the CONTRACTOR shall provide two good sufficient bond in the amounts listed below:

- (a) "Performance Bond" for 100 percent of the AGREEMENT award (**Total 24 month dollar amount of the Agreement**) to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further guarantee that all materials and workmanship will be free from original or developed defects.
- (b) "Payment Bond" (material and labor bond) for 50 percent of the AGREEMENT award (**Total of 24 month dollar amount of the Agreement/2**) to satisfy claims of the material suppliers, mechanics, and labors employed by bidder on the work that is the subject of the agreement.

**3.10 CITY BUSINESS LICENSE.** Prior to the commencement of any work under the AGREEMENT, the CONTRACTOR shall obtain and present a copy to the CITY of a City of Oceanside Business License or a written verification from the City Business License Division that a City Business License is not required for this AGREEMENT.

**3.11 WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the selected CONTRACTOR will be required to certify that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of the Award Documents.

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**3.12 LIABILITY INSURANCE.** Prior to the commencement of any work under the AGREEMENT and throughout the duration of the AGREEMENT, CONTRACTOR shall, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this AGREEMENT including but not limited to premises and automobile.

**3.12.1** CONTRACTOR shall maintain liability insurance in the following minimum limits:

<u>General Liability</u>	
Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<u>Automobile Liability Insurance</u>	
Combined Single Limit Per Occurrence	\$1,000,000

**3.12.2** All insurance companies affording coverage to the CONTRACTOR shall be required to add the City of Oceanside as "ADDITIONAL INSURED" under the insurance policy for all work performed in accordance with the AGREEMENT.

**3.12.3** All insurance companies affording coverage to the CONTRACTOR for the AGREEMENT shall be insurance organizations authorized by the Insurance Commissioner of the State of California Department of Insurance to transact business of insurance in the State of California.

**3.12.4** All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**3.12.5** CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, concurrently with the submittal of the AGREEMENT.

**3.12.6** CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the AGREEMENT.

**3.12.7** Maintenance of insurance by the CONTRACTOR as specified in the AGREEMENT shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

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**3.13 CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by the AGREEMENT, except only for those claims arising from the active negligence or sole willful misconduct of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

**3.14 CHANGED CONDITIONS.**

**3.14.1** The CONTRACTOR shall promptly notify the CITY in writing of any of the following "changed conditions" before the conditions are disturbed:

- (a) Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

**3.14.2** The Project Manager shall promptly investigate the conditions set forth in the CONTRACTOR's notice. If the Project Manager determines that there is a changed condition which causes a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, a change order shall be issued in accordance with the procedures set forth in Subsection 3.18. If the Project Manager determines that the conditions set forth in the CONTRACTOR's notice do not entitle the CONTRACTOR to a change order, then the CONTRACTOR will be advised of the determination in writing.

**3.14.3** In the event that a dispute arises between the CITY and the CONTRACTOR as to whether there is a changed condition which entitles the CONTRACTOR to a change order, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT, but shall proceed with all work to be performed under the

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AGREEMENT in accordance with the Disputed Work provisions set forth in Subsection 3.19. Any claim or dispute by the CONTRACTOR shall be submitted to the Project Manager in accordance with Subsection 3.19. The CONTRACTOR shall retain any and all rights provided by law, which pertain to the resolution of disputes and protests between the CITY and the CONTRACTOR.

### **3.15 SITE SAFETY AND PROTECTION OF IMPROVEMENTS.**

**3.15.1** The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work which are necessary to prevent damage, or injury to, or loss of the following:

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;
- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;
- (d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the AGREEMENT, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

**3.15.2** The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, except as is otherwise provided in California Public Contract Code Section 7105.

**3.15.3** In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Project Manager. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

**3.15.4** The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property with improvements (including trees, plants, fences, irrigation, and other improvements) which may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss to private improvements on adjacent property at the CONTRACTOR's expense and to the satisfaction of the property owner and occupant as well as the Project Manager.

**3.15.5 Special Hazardous Substances and Processes.** Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data

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Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Project Manager if a specified product cannot be used under safe conditions.

**3.16 TRAFFIC CONTROL.** The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights of way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least 96 hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager.

Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

**3.17 CONTROL OF MATERIALS.** The CONTRACTOR shall ensure that all materials, parts and equipment furnished for the project shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if specifically permitted. Quality of work shall be in accord with the generally accepted standards unless otherwise specifically set forth in the Contract Documents. Materials and work quality shall be subject to the Project Manager's approval.

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Before ordering any materials or performing any work, the CONTRACTOR shall verify all measurements, dimension, elevations, and quantities.

Materials and work quality not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Project Manager.

If the CONTRACTOR fails to replace, repair, or restore any defective or damaged work or material within ten (10) workdays after the date of the Project Manager's written notice, the Project Manager may, but shall not be obligated to, cause such work or materials to be replaced at the CONTRACTOR's expense. The replacement expense shall be deducted from the amount to be paid to the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such expenses, the CONTRACTOR shall pay the difference to the CITY.

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated in the project shall be located so as to facilitate prompt inspection.

The CONTRACTOR shall be responsible for taking any and all actions necessary to protect supplies, materials, equipment, and personal property of CONTRACTOR and CONTRACTOR's agents from loss, damage, or theft.

### **3.18 CHANGES IN WORK.**

**3.18.1 Contents of Change Proposals, Change Orders, and Claims.** Any Change Proposal or Claim submitted by the CONTRACTOR shall be signed by the authorized representative of the CONTRACTOR as defined in Subsection 2.4, and shall include the information set forth in this Subsection 3.18.1 below. A Change Order issued by the CITY shall be signed by the Project Manager and contain the information set forth in this Subsection 3.18.1 below:

- (a) The project name and number;
- (b) Detailed description of the change or claim;
- (c) The reason for the change or claim; and,
- (d) The increase or decrease in dollar value of the AGREEMENT price resulting from the change or claim, or the method of determining compensation for the change or claim.

**3.18.2 Contractor Initiated Changes.** The CONTRACTOR may request changes in specific methods of services provided, or changes in the Plans and Special Provisions, by submitting written AGREEMENT Change Proposals to the Project Manager.

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The Change Proposal shall be reviewed by the Project Manager, and may be approved by the Project Manager if the change does not materially affect the Work, the change is not detrimental to the Work or the interests of the CITY, and the request is received by the Project Manager within ten (10) working days of the start of the condition which caused the change. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand approval of Change Proposals.

**3.18.3 CITY Initiated Changes.** The CITY may order a change to the Work, if the change is within the scope of work, by written Change Order signed by the Project Manager. The Change Order shall include the information set forth in Subsection 3.18.1 above.

The CONTRACTOR shall promptly and diligently perform in accordance with the AGREEMENT as amended by the Project Manager.

The CONTRACTOR shall, within ten (10) working days of a written request by the Project Manager, submit a proposed change (in accordance with Subsection 3.18.1 above) in AGREEMENT Price which the CONTRACTOR certifies and justifies are resulting from the Change Order. The CITY and CONTRACTOR may negotiate the proposed change order to reach an agreement as to the impact of the Change Order upon the AGREEMENT Price. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of AGREEMENT Price shall not relieve the CONTRACTOR of its obligation to perform in accordance with the AGREEMENT.

### **3.18.4 Change of AGREEMENT Price.**

- (a) If a change to the Work is covered by Agreement Unit Prices set forth in the Proposal, or any other "Stipulated Unit Prices" set forth in the AGREEMENT then the applicable Agreement Unit Prices or Stipulated Unit Prices shall govern the increase or decrease to the AGREEMENT Price.
- (b) If a change to the Work is not covered by Agreement Unit Prices set forth in the Proposal, or any other "Stipulated Unit Prices" set forth in the AGREEMENT, then the increase or decrease to the AGREEMENT Price shall be the Cost of the Work to the CONTRACTOR calculated in accordance with Subsection 3.18.5 below, unless otherwise agreed in writing between the CITY and the CONTRACTOR.

### **3.18.5 Cost of the Work.**

- (a) **Daily Reports.** In order to be entitled to an adjustment to AGREEMENT Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this "Cost of the Work" section, the CONTRACTOR shall submit a daily report to the Project Manager in a form subject to the review and approval of the Project Manager. The daily report shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll

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sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Project Manager by 4:00 p.m. of the next workday. The CONTRACTOR and the Project Manager shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:

- 1) The names, classifications, and hours of all laborers;
  - 2) The quantities and types of materials used;
  - 3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable;
  - 4) Any other costs for services and expenditures allowable under this Subsection 3.18.5.
- (b) **Labor.** Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.
- (c) **Materials.** Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.
- (d) **Equipment Rental.** Equipment Rental shall include the actual direct rental costs of equipment used on the extra work.
- (e) **Other Items.** The CITY may, in its discretion, authorize the direct costs of other items required for the extra work; to the extent those other items are not covered under markup or Subcontractor Work.
- (f) **Markup.** The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this Subsection 3.18.5. The markup shall cover all indirect costs including but not limited to bond and insurance premiums, office overhead, and the purchasing or renting of small tools and equipment.
- (g) **Subcontractor's Work.** In order for the CONTRACTOR to be entitled to an adjustment in the AGREEMENT Price based upon the work of a subcontractor, the CONTRACTOR shall submit documentation in accordance with Subsections

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3.18.5(a) through 3.18.5(f) above for the subcontractor's work. The CONTRACTOR shall be entitled to a markup on the subcontractor's costs (direct and markup) equal to ten percent (10%) on the first two-thousand (\$2,000) dollars of the subcontractor's costs, and five percent (5%) on work in excess of two-thousand (\$2,000) dollars of the subcontractor's costs.

**3.19 CLAIMS AND DISPUTES.**

**3.19.1 Claims for Additional Compensation.** If the CONTRACTOR wishes to make a Claim for additional compensation, the CONTRACTOR shall submit a written claim to the Project Manager within ten (10) working days of the start of the condition which caused the purported increase in AGREEMENT price. The Claim shall include all the information required by Subsection 3.18.1. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit daily reports in accordance with Subsection 3.18.5.

The Project Manager shall review the CONTRACTOR's claim and may authorize additional compensation in accordance with the criteria set forth in Subsections 3.18.4 and 3.18.5.

**3.19.2 Disputed Work.** In the event that a dispute arises between the CITY and the CONTRACTOR as to the interpretation of AGREEMENT, including change orders, or the compensation for Work, the CONTRACTOR shall not be excused from any Work provided for by the AGREEMENT and shall diligently proceed with all work to be performed under the AGREEMENT. No work shall be delayed or postponed by the CONTRACTOR pending resolution of any disputes or disagreements with the CITY unless otherwise agreed to in writing. The CITY shall compensate the CONTRACTOR based on the City Attorney's interpretation of the CITY's obligation to pay, or on a subsequent written agreement of the parties, or as determined by arbitration, or as fixed in a court of law.

**3.20 SUSPENSION OF WORK.**

**3.20.1 General.** The Work may be suspended in whole or in part when determined by the Project Manager that the suspension is necessary in the interest of the CITY. The CONTRACTOR shall comply immediately with any written order of the Project Manager suspending Work.

**3.20.2 Archaeological and Paleontological Discoveries.** If discovery is made of items of archaeological or paleontological interest (which may include, but not be limited to dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils). the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Project Manager. When resumed, excavation operations within the area of discovery shall be as directed by the Project Manager.

The CONTRACTOR may be entitled to an extension of time and compensation for suspension of Work in accordance with the provisions of Subsection 3.19.2.

## **MAINTENANCE SERVICES AGREEMENT GENERAL PROVISIONS**

**3.21 EMERGENCY RESPONSE.** Upon oral, telephonic or written notice from CITY of an emergency services request, safety issue or irrigation malfunction related to service requirements of the AGREEMENT, CONTRACTOR must institute corrective action within **one (1) hour** of notice from CITY during normal CITY business hours and within **four (4) hours** during non business hours. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated in accordance with Subsection 3.18.5. In the event CONTRACTOR fails to institute corrective action within **one (1) hour** during normal CITY business hours and within **four (4) hours** during non business hours, CITY shall have the right to have any necessary work done by any means necessary to correct the problem. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done for which the CONTRACTOR is being compensated in accordance with the AGREEMENT.

**3.22 SUBSTANDARD PERFORMANCE.** If CITY finds that all or a portion of the services performed by the CONTRACTOR are substandard to the requirements of the AGREEMENT then CONTRACTOR must correct the noted deficiencies within **five (5) workdays** of an oral, telephonic or written notice from CITY. In the event CONTRACTOR fails to correct the noted discrepancies within the **five (5) workday** period, CITY shall have the right to have any necessary work done at the expense of CONTRACTOR. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done.

**3.23 DEFAULTS BY CONTRACTOR.** If, in the opinion of the Project Manager, there is a reasonable doubt as to the CONTRACTOR's ability to complete performance under the AGREEMENT or the CONTRACTOR is not complying in good faith with the terms of the AGREEMENT, or in the event of a breach of a material requirement of the AGREEMENT, the CONTRACTOR shall be in default of the AGREEMENT.

Upon default, the CITY shall give written notice to the CONTRACTOR and the Surety of the Faithful Performance Bond to cure the default within five (5) working days of the notice or, if more than five (5) working days are reasonably required to cure the default, the notice shall require adequate assurance of due performance within five (5) working days. At a minimum, adequate assurance shall consist of CONTRACTOR's actual performance in accordance with the AGREEMENT, and written documentation of CONTRACTOR's demands for performance to subcontractors and suppliers, and the subcontractor's and suppliers written acknowledgement thereof. If the CONTRACTOR complies with the notice, the AGREEMENT shall remain in full force and effect. If the Surety gives the CITY written notice that the Surety will assume control and perform the work as successor to the CONTRACTOR, the Surety shall be responsible for completion of all CONTRACTOR obligations under the AGREEMENT and the Surety shall be entitled to all compensation owed to the CONTRACTOR under the AGREEMENT.

If the CONTRACTOR or its Surety does not comply with the notice within five (5) working days, or after starting to comply, fails to continue to diligently perform, the CITY may exclude both the CONTRACTOR and its Surety from the premises and take possession of

## MAINTENANCE SERVICES AGREEMENT GENERAL PROVISIONS

all materials and equipment, and complete the Work by any means allowable under the law.

CITY may also terminate the AGREEMENT upon written notice to CONTRACTOR in the event that:

- (a) CONTRACTOR shall voluntarily file or have involuntarily filed against it any protection under any bankruptcy or insolvency act or law; or,
- (b) CONTRACTOR shall be adjudicated a bankruptcy; or,
- (c) CONTRACTOR shall make a general assignment for the benefit of creditors.

In the event of an exclusion of the CONTRACTOR and the Surety from the premises, the CONTRACTOR shall not be entitled to receive any further payment until the work is completed. The CONTRACTOR shall be paid the actual amount due in accordance with the AGREEMENT for the amount of work performed at the time of exclusion, less damages caused to the CITY by the CONTRACTOR's default.

The cost to the CITY of completing the work, including any administrative costs and attorney's fees, shall be called "Completion Costs." Completion Costs shall be deducted from any money due or becoming due to the CONTRACTOR under the AGREEMENT. If the sums under the AGREEMENT are insufficient for the CITY to pay Completion Costs, the CONTRACTOR shall pay the CITY the amount of such unpaid Completion Costs within ten (10) working days of receipt of written certification by the CITY of the amount owed.

The provisions of this section shall be in addition to all other rights and remedies available to the CITY under law.

**3.24 TERMINATION OF THE AGREEMENT.** The CITY may terminate the AGREEMENT at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by acts of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

**3.25 Fiscal Year Budget.** If the Fiscal Year Budget for the CITY does not contain funds for the AGREEMENT, then that portion of the AGREEMENT shall be considered null and void effective July 1<sup>st</sup>, the beginning of that Fiscal Year. Nothing in this AGREEMENT shall obligate the CITY to appropriate funds for the AGREEMENT, provided however that the CITY agrees that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the AGREEMENT.

**MAINTENANCE SERVICES AGREEMENT  
GENERAL PROVISIONS**

**3.26 Contract Modification.** This AGREEMENT may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto, or in accordance with Subsection 3.14.

**3.27 Waiver.** No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

**3.28 Signatures.** The individuals executing this Maintenance Services Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

**3.29 Notices.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:  
Rosa Jones, Project Manager  
Property Management Division  
City of Oceanside  
300 N. Coast Hwy  
Oceanside, CA 92054

TO CONTRACTOR  
TED BAUER  
EXECUTIVE LANDSCAPE INC  
P.O. BOX 1075  
Fairbrook CA 92088

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

IN WITNESS WHEREOF, the parties hereto for themselves their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Maintenance Services Agreement to be executed by setting hereunto their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Executive Landscape, Inc.

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

City of Oceanside

\_\_\_\_\_  
City Manager

**MAINTENANCE SERVICES AGREEMENT  
GENERAL PROVISIONS**

Date: 3/19/14

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

BL 79083  
City Business License No.

\_\_\_\_\_  
Attest: City Clerk

17-0695093  
Federal Employer I.D. No.

*Robert Hamilton, ASST.*  
Approved as to form:  
City Attorney

**NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR MUST BE ATTACHED**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

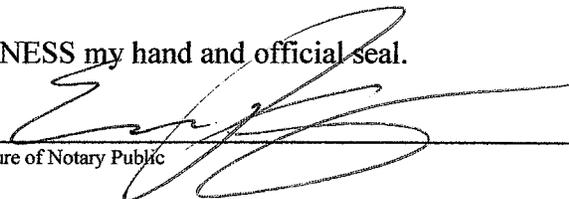
On March 20, 2014 before me, Erich Portigal, Notary Public  
(Here insert name and title of the officer)

personally appeared Ted Earle

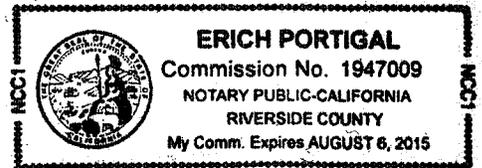
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p><u>Oceanside Landscape Main. Contract 2014</u>  <small>(Title or description of attached document)</small></p> <p>_____  <small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____  <small>(Additional information)</small></p>
--

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____  <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
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# MEMORANDUM

**DATE:** April 30, 2014  
**TO:** Honorable Mayor and Councilmembers  
**FROM:** Judy Krueger, City Manager's Office  
**SUBJECT: CONTRACT DOCUMENTS**

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Only Section 3, the Maintenance Services Agreement/General Provisions for the Landscape Maintenance Assessments Districts is provided with this staff report.

All other contract documents, listed below, are on file with the Property Management Division:

- Notice Inviting Proposals
- Instructions to Bidders
- Project Specific Provisions
- Proposal Submittal Documents

**EXHIBIT "C"**  
**MAINTENANCE SERVICES AGREEMENT COST BY DISTRICT PER YEAR**

LMAD DESCRIPTION	MONTHLY		TOTAL YEAR		FUND NUMBER
	COST		COST		
DEL ORO HILLS	\$ 20,195.85	\$	242,350.20		320331248.5320
DOUGLAS PARK	4,628.68		55,544.16		320327244.5320
VADEGRIFT	1,200.30		14,403.60		320328244.5320
GUAJOME RIDGE	1,715.73		20,588.76		320320250.5320
MAR LADO HIGHLANDS	3,660.80		43,929.60		320319249.5320
MISSION MEADOWS - "A"	186.25		2,235.00		320324242.5320
MISSION MEADOWS - "B"	1,520.00		18,240.00		320325242.5320
PEACOCK HILLS	490.63		5,887.56		320321251.5320
RANCHO HERMOSA	1,130.18		13,562.16		320329246.5320
SANTA FE MESA	6,659.30		79,911.60		320330247.5320
SUNBURST HOMES	244.09		2,929.08		320326243.5320
SUNSET HILLS	615.68		7,388.16		320323241.5320
VISTA DEL RIO	137.33		1,647.96		320322252.5320
<b>TOTAL</b>	<b>\$ 42,384.82</b>	<b>\$</b>	<b>508,617.84</b>		

ATTACHMENT 1      FY 14-15 BUDGETS FOR EACH OF THE ABOVE LMADS, INCLUDING RESERVES.

<b>EXPENDITURE ESTIMATE</b>			
<b>OBJ ID</b>	<b>Object Description</b>	<b>13/14</b>	<b>14/15</b>
5315.0001	Electricity	2,000	2,500
5315.0003	Water	186,608	214,599
5320	Repair and Maintenance	254,819	242,350
5320.0013	Repair and Maintenance - LMAD Extras	100,000	75,000
5326	Studies & Suplies	1,410	1,400
5355	Materials and Supplies	620	620
5360	Advertising	452	452
6900.0101	Transfer -Gen Fd (personnel & admin)	90,075	90,075
<b>Total Expenditures</b>		<b>635,984</b>	<b>626,996</b>

<b>RESERVE &amp; OPERATING ACCOUNT ESTIMATES</b>		
<b>Description</b>	<b>13/14</b>	<b>14/15</b>
<i>Reserve Account</i>		
Beginning Reserve Amount	245335	146,041
Transfer from Reserve Acct to Operating Acct	-99294	(90,306)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>146,041</b>	<b>55,735</b>
<i>Operating Account</i>		
Assessment Revenue	534717	534,717
Interest on Assessment Revenue	1973	1,973
Transfer from Reserve Acct to Operating Acct	99294	90,306
<b>Adjusted Operating Acct Amount</b>	<b>635,984</b>	<b>626,996</b>

<b>RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET</b>		
<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Adjusted Operating Account Amount	635984	626,996
Less Expenditure Estimate	-635984	(626,996)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	146041	55,735
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>146041</b>	<b>55,735</b>

**DEL ORO HILLS ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	1054	1,054
Number of assessment units	1203	1,203
Condominiums @ 0.8	328	328
Apartments (@.0.8)	204	204
Parcels @ 1.0	216	216
Parcels @ 1.1	472	472
Annual assmt. condominiums (0.8)	356	356
Annual assmt apartments (0.8)	356	356
Annual assmt. per single family (1.0)	445	445
Annual assmt. per single family w/add'l. benefit (1.1)	489	489
Total Assessment - condominiums @ 0.8	116,716	116,716
Total Assessment - apartments @ 0.8	72,591	72,591
Total Assessment @ 1.0	96,077	96,077
Total Assessment @ 1.1	230,940	230,940
Subtotal	516,324	516,324
Oceanside Unified School District	18,393	18,393
<b>Total Annual Assessment</b>	<b>534,717</b>	<b>534,717</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	3,000	3,150
5315.0003	Water	52,729	63,275
5320	Repair and Maintenance	49,906	55,544
5320.0013	Repair and Maintenance - LMAD Extras	35,000	35,000
5326	Studies & Suplies	276	270
5355	Materials and Supplies	300	300
5360	Advertising	244	240
6900.0101	Transfer -Gen Fd (personnel & admin)	17,637	17,637
<b>Total Expenditures</b>		<b>159,092</b>	<b>175,416</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	168,426	152,131
Transfer from Reserve Acct to Operating Acct	(16,294)	(30,228)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>152,132</b>	<b>121,903</b>
<i>Operating Account</i>		
Assessment Revenue	140,552	142,943
Interest on Assessment Revenue	2,245	2,245
Transfer from Reserve Acct to Operating Acct	16,294	30,228
<b>Adjusted Operating Acct Amount</b>	<b>159,091</b>	<b>175,416</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	159,091	175,416
Less Expenditure Estimate	(159,092)	(175,416)
<b>Operating Account Surplus/Deficit</b>	<b>(1)</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	152,132	121,903
Operating Account Surplus/Deficit Adjustment	(1)	0
<b>Year-End Reserve Account Amount</b>	<b>152,131</b>	<b>121,903</b>

**DOUGLAS PARK ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	1,468	1,468
Number of assessment units	1,482	1,482
Parcels @ 1.0	1,249	1,249
Parcels @ 1.1	212	212
Annual assmt. per single family (1.0)	95	96
Annual assmt. per single family w/add'l. benefit (1.1)	104	106
Total Assessment @ 1.0	118,443	120,454
Total Assessment @ 1.1	<u>22,109</u>	<u>22,489</u>
<b>Total Annual Assessment</b>	<b>140,552</b>	<b>142,943</b>
Assessment includes 1.7% annual increases		

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	500	550
5315.0003	Water	9,960	11,952
5320	Repair and Maintenance	11,974	14,404
5320.0013	Repair and Maintenance - LMAD Extras	7,000	7,000
5326	Studies & Reports	14	14
5355	Materials and Supplies	350	350
5360	Advertising	244	244
6900.0101	Transfer -Gen Fd (personnel & admin)	3,823	3,823
<b>Total Expenditures</b>		<b>33,865</b>	<b>38,337</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	34,334	34,334
Transfer from Reserve Acct to Operating Acct		(2,304)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>34,334</b>	<b>32,030</b>
<i>Operating Account</i>		
Assessment Revenue	39,469	40,143
Interest on Assessment Revenue	498	498
Transfer from Operating Acct to Reserve Acct.	(6,102)	(2,304)
<b>Adjusted Operating Acct Amount</b>	<b>33,865</b>	<b>38,337</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	33,865	38,337
Less Expenditure Estimate	(33,865)	(38,337)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	34,334	32,030
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>34,334</b>	<b>32,030</b>

**VANDEGRIFT ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	1,154	1,154
Number of assessment units	1,087	1,087
Parcels @ 1.0	1,087	1,087
Annual assmt. per single family (1.0)	36.31	36.93
Total Assessment @ 1.0	<u>39,469</u>	<u>40,143</u>
<b>Total Annual Assessment</b>	<b>39,469</b>	<b>40,143</b>

Assessment includes 1.7% annual increases

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	500	550
5315.0003	Water	19,920	23,904
5320	Repair and Maintenance	17,556	20,589
5320.0013	Repair and Maintenance - LMAD Extras	15,000	15,000
5326	Studies & Suplies	97	97
5355	Materials and Supplies	250	250
5360	Advertising	452	450
6900.0101	Transfer -Gen Fd (personnel & admin)	6,203	6,203
<b>Total Expenditures</b>		<b>59,978</b>	<b>67,043</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount as of 2/1/2013	104,309	103,432
Transfer from Reserve Acct to Operating Acct	(877)	(11,950)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>103,432</b>	<b>91,481</b>
<i>Operating Account</i>		
Assessment Revenue	52,027	54,160
Interest on Assessment Revenue	4,048	933
Transfer from Reserve Acct to Operating Acct	4,544	11,950
<b>Adjusted Operating Acct Amount</b>	<b>60,619</b>	<b>67,043</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	60,619	67,043
Less Expenditure Estimate	(60,619)	(67,043)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	103,432	91,481
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>103,432</b>	<b>91,481</b>

**GUAJOME RIDGE ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	221	221
Number of assessment units	225	225
Parcels @ 1.0	156	156
Parcels @ 1.1	63	63
Annual assmt. per single family (1.0)	236	240
Annual assmt. per single family w/add'l. benefit (1.1)	260	264
Total Assessment @ 1.0	36,874	37,501
Total Assessment @ 1.1	16,390	16,659
<b>Total Annual Assessment</b>	<b>53,264</b>	<b>54,160</b>
Assessment includes 1.7% annual increases		

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	600	700
5315.0003	Water	33,790	40,548
5320	Repair and Maintenance	39,565	43,930
5320.0013	Repair and Maintenance - LMAD Extras	4,000	4,000
5326	Studies & Suplies	226	226
5355	Materials and Supplies	253	250
5360	Advertising	452	450
	Transfer -Gen Fd (personnel & admin)	13,716	13,716
<b>Total Expenditures</b>		<b>92,602</b>	<b>103,820</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve	33,600	10,954
Transfer from Reserve Acct to Operating Acct	(22,646)	(10,955)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>10,954</b>	<b>(0)</b>
<i>Operating Account</i>		
Assessment Revenue	69,783	69,783
Interest on Assessment Revenue	173	173
HOA Donation	18,000	22,909
Transfer from Reserve Acct to Operating Acct	-	10,955
<b>Adjusted Operating Acct Amount</b>	<b>87,956</b>	<b>103,820</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	87,956	103,820
Less Expenditure Estimate	(88,549)	(103,820)
<b>Operating Account Surplus/Deficit</b>	<b>(593)</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	10,954	(0)
Operating Account Surplus/Deficit Adjustment	(593)	0
<b>Year-End Reserve Account Amount</b>	<b>10,361</b>	<b>(0)</b>

1) Contingent upon receipt of \$22,909 from the Marlado Home Owners Association

**MARLADO HIGHLANDS ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	133	133
Number of assessment units	141	141
Parcels @ 1.0	55	55
Parcels @ 1.1	78	78
Annual assmt. per single family (1.0)	496	496
Annual assmt. per single family w/add'l. benefit (1.1)	545	545
Total Assessment @ 1.0	27,259	27,259
Total Assessment @ 1.1	42,524	42,524
<b>Total Annual Assessment</b>	<b>69,783</b>	<b>69,783</b>

<b>EXPENDITURE ESTIMATE</b>			
<b>OBJ ID</b>	<b>Object Description</b>	<b>13/14</b>	<b>14/15</b>
5315.0001	Electricity	300	300
5315.0003	Water	703	844
5320	Repair and Maintenance	2,235	2,235
5320.0013	Repair and Maintenance - LMAD Extras	515	500
5326	Studies & Suplies	13	13
5355	Materials and Supplies	35	30
6900.0101	Transfer -Gen Fd (personnel & admin)	791	791
<b>Total Expenditures</b>		<b>4,592</b>	<b>4,712</b>

<b>RESERVE &amp; OPERATING ACCOUNT ESTIMATES</b>		
<b>Description</b>	<b>13/14</b>	<b>14/15</b>
<i>Reserve Account</i>		
Beginning Reserve Amount	1,878	1,878
Transfer from Reserve Acct to Operating Acct	0	0
<b>Adjusted Beginning Reserve Account Amount</b>	<b>1,878</b>	<b>1,878</b>
<i>Operating Account</i>		
Assessment Revenue	859	859
Interest on Assessment Revenue	-	-
Transfer from Mission Meadows - B	3,734	3,854
<b>Adjusted Operating Acct Amount</b>	<b>4,592</b>	<b>4,712</b>

<b>RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET</b>		
<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Adjusted Operating Account Amount	4,592	4,712
Less Expenditure Estimate	(4,592)	(4,712)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	1,878	1,878
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>1,878</b>	<b>1,878</b>

**MISSION MEADOWS - A ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	49	49
Number of assessment units	51	51
Parcels @ 1.0	34	34
Parcels @ 1.1	15	15
Annual assmt. per single family (1.0)	17	17
Annual assmt. per single family w/add'l. benefit (1.1)	19	19
Total Assessment @ 1.0	578	578
Total Assessment @ 1.1	281	281
<b>Total Annual Assessment</b>	<b>859</b>	<b>859</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	1,600	1,600
5315.0003	Water	7,617	9,140
5320	Repair and Maintenance	18,240	18,240
5320.0013	Repair and Maintenance - LMAD Extras	-	4,000
5326	Studies & Suplies	104	100
5355	Materials and Supplies	100	100
5360	Advertising	400	400
6900.0101	Transfer -Gen Fd (personnel & admin)	6,639	6,639
<b>Total Expenditures</b>		<b>34,700</b>	<b>40,220</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	74,385	41,130
Transfer from Reserve Acct to Operating Acct	(29,521)	(35,161)
Transfer from Reserve Acct to MM-A Operating Acct	(3,734)	(3,854)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>41,130</b>	<b>2,115</b>
<i>Operating Account</i>		
Assessment Revenue	8,045	8,045
Interest on Assessment Revenue	868	868
Transfer from MM - B to MM - A	(3,734)	(3,854)
Transfer from Reserve Acct to Operating Acct	29,521	35,161
<b>Adjusted Operating Acct Amount</b>	<b>34,700</b>	<b>40,220</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	34,700	40,220
Less Expenditure Estimate	(34,700)	(40,220)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	41,130	2,115
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>41,130</b>	<b>2,115</b>

**MISSION MEADOWS - B ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	248	248
Number of assessment units	239	239
Parcels @ 1.0	239	239
Annual assmt. per single family (1.0)	34	34
Total Assessment @ 1.0	<u>8,045</u>	<u>8,045</u>
<b>Total Annual Assessment</b>	<b>8,045</b>	<b>8,045</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	370	370
5315.0003	Water	12,889	15,467
5320	Repair and Maintenance	4,181	5,888
5320.0013	Repair and Maintenance - LMAD Extras	5,000	3,000
5326	Studies & Reports	23	23
5355	Materials and Supplies	75	75
5360	Advertising	452	452
6900.0101	Transfer -Gen Fd (personnel & admin)	1,482	1,482
<b>Total Expenditures</b>		<b>24,472</b>	<b>26,756</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	45,148	37,203
Transfer from Reserve Acct to Operating Acct	(7,945)	(10,229)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>37,203</b>	<b>26,975</b>
<i>Operating Account</i>		
Assessment Revenue	16,062	16,062
Interest on Assessment Revenue	465	465
Transfer from Reserve Acct to Operating Acct	7,945	10,229
<b>Adjusted Operating Acct Amount</b>	<b>24,472</b>	<b>26,756</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	24,472	26,756
Less Expenditure Estimate	(24,472)	(26,756)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	37,203	26,975
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>37,203</b>	<b>26,975</b>

**PEACOCK HILLS ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	924	924
Number of assessment units	921	921
Parcels @ 1.0	921	921
Annual assmt. per single family (1.0)	17	17
Total Assessment @ 1.0	<u>16,062</u>	<u>16,062</u>
<b>Total Annual Assessment</b>	<b>16,062</b>	<b>16,062</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	200	200
5315.0003	Water	12,889	12,889
5320	Repair and Maintenance	17,578	13,562
5320.0013	Repair and Maintenance - LMAD Extras	-	3,000
5326	Studies & Reports	97	97
5355	Materials and Supplies	60	60
5360	Advertising	452	450
6900.0101	Transfer -Gen Fd (personnel & admin)	6,213	6,213
<b>Total Expenditures</b>		<b>37,489</b>	<b>36,471</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	16,610	8,033
Transfer from Reserve Acct to Operating Acct	(8,577)	(7,559)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>8,033</b>	<b>474</b>
<i>Operating Account</i>		
Assessment Revenue	28,747	28,747
Interest on Assessment Revenue	165	165
Transfer from Reserve Acct to Operating Acct	8,577	7,559
<b>Adjusted Operating Acct Amount</b>	<b>37,489</b>	<b>36,471</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	37,489	36,471
Less Expenditure Estimate	(37,489)	(36,471)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	8,033	474
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>8,033</b>	<b>474</b>

**RANCHO HERMOSA ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	181	181
Number of assessment units	456	456
Parcels @ 1.0	409	409
Parcels @ 1.1	43	43
Annual assmt. per single family (1.0)	63	63
Annual assmt. per single family w/add'l. benefit (1.1)	69	69
Total Assessment @ 1.0	25,767	25,767
Total Assessment @ 1.1	2,980	2,980
<b>Total Annual Assessment</b>	<b>28,747</b>	<b>28,747</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	4,650	4,700
5315.0003	Water	96,084	115,301
5320	Repair and Maintenance	52,154	79,912
5320.0013	Repair and Maintenance - LMAD Extras	115,000	80,000
5326	Studies & Reports	1,675	1,675
5355	Materials and Supplies	1,000	1,000
5360	Advertising	452	452
6900.0101	Transfer -Gen Fd (personnel & admin)	106,995	106,995
<b>Total Expenditures</b>		<b>378,010</b>	<b>390,034</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	118,557	79,104
Transfer from Reserve Acct to Operating Acct	(39,453)	(51,477)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>79,104</b>	<b>27,627</b>
<i>Operating Account</i>		
Assessment Revenue	337,509	337,509
Interest on Assessment Revenue	1,048	1,048
Transfer from Reserve Acct to Operating Acct	39,453	51,477
<b>Adjusted Operating Acct Amount</b>	<b>378,010</b>	<b>390,034</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	378,010	390,034
Less Expenditure Estimate	(378,010)	(390,034)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	79,105	27,627
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>79,105</b>	<b>27,627</b>

**SANTA FE MESA ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	2,052	2,052
Number of assessment units	2,073	2,073
Parcels @ 1.0	1,516	1,516
Parcels @ 1.1	500	500
Annual assmt. per single family (1.0)	163	163
Annual assmt. per single family w/add'l. benefit (1.1)	179	179
Total Assessment @ 1.0	246,774	246,774
Total Assessment @ 1.1	89,530	89,530
Subtotal	336,304	336,304
Church	1,205	1,205
<b>Total Annual Assessment</b>	<b>337,509</b>	<b>337,509</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0003	Water	2,930	3,516
5320	Repair and Maintenance	2,939	2,929
5320.0013	Repair and Maintenance - LMAD Extras	7,000	4,000
5326	Studies & Reports	16	16
5355	Materials and Supplies	50	50
5360	Advertising	452	452
6900.0101	Transfer -Gen Fd (personnel & admin)	1,041	1,041
<b>Total Expenditures</b>		<b>14,428</b>	<b>12,004</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	62,049	57,172
Transfer from Reserve Acct to Operating Acct	(4,877)	(2,453)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>57,172</b>	<b>54,719</b>
<i>Operating Account</i>		
Assessment Revenue	8,938	8,938
Interest on Assessment Revenue	613	613
Transfer from Reserve Acct to Operating Acct	4,877	2,453
<b>Adjusted Operating Acct Amount</b>	<b>14,428</b>	<b>12,004</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	14,428	12,004
Less Expenditure Estimate	(14,428)	(12,004)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	57,172	54,719
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>57,172</b>	<b>54,719</b>

**SUNBURST HOMES ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	233	233
Number of assessment units	233	233
Parcels @ 1.0	233	233
Annual assmt. per single family (1.0)	38	38
Total Assessment @ 1.0	<u>8,938</u>	<u>8,938</u>
<b>Total Annual Assessment</b>	<b>8,938</b>	<b>8,938</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0001	Electricity	500	550
5315.0003	Water	9,960	11,952
5320	Repair and Maintenance	7,388	7,388
5320.0013	Repair and Maintenance - LMAD Extras	8,000	7,000
5326	Studies & Reports	41	41
5355	Materials and Supplies	50	50
5360	Advertising	452	452
6900.0101	Transfer -Gen Fd (personnel & admin)	2,602	2,602
<b>Total Expenditures</b>		<b>28,993</b>	<b>30,035</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	42,836	38,827
Transfer from Reserve Acct to Operating Acct	(4,009)	(5,050)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>38,827</b>	<b>33,777</b>
<i>Operating Account</i>		
Assessment Revenue	24,586	24,586
Interest on Assessment Revenue	399	399
Transfer from Reserve Acct to Operating Acct	4,008	5,050
<b>Adjusted Operating Acct Amount</b>	<b>28,993</b>	<b>30,035</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	28,994	30,035
Less Expenditure Estimate	(28,993)	(30,035)
<b>Operating Account Surplus/Deficit</b>	<b>1</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	38,827	33,777
Operating Account Surplus/Deficit Adjustment	1	0
<b>Year-End Reserve Account Amount</b>	<b>38,828</b>	<b>33,777</b>

**SUNSET HILLS ASSESSMENT DETAIL ANALYSIS**

Description	13/14	14/15
Number of parcels	467	467
Number of assessment units	473	473
Parcels @ 1.0	411	411
Parcels @ 1.1	56	56
Annual assmt. per single family (1.0)	52	52
Annual assmt. per single family w/add'l. benefit (1.1)	57	57
Total Assessment @ 1.0	21,380	21,380
Total Assessment @ 1.1	3,205	3,205
<b>Total Annual Assessment</b>	<b>24,586</b>	<b>24,586</b>

EXPENDITURE ESTIMATE			
OBJ ID	Object Description	13/14	14/15
5315.0003	Water	3,515	4,218
5320	Repair and Maintenance	1,659	1,648
5320.0013	Repair and Maintenance - LMAD Extras	7,000	7,000
5326	Studies & Reports	9	9
5355	Materials and Supplies	50	50
5360	Advertising	452	452
6900.0101	Transfer -Gen Fd (personnel & admin)	567	567
<b>Total Expenditures</b>		<b>13,252</b>	<b>13,944</b>

RESERVE & OPERATING ACCOUNT ESTIMATES		
Description	13/14	14/15
<i>Reserve Account</i>		
Beginning Reserve Amount	47,805	44,390
Transfer from Reserve Acct to Operating Acct	(3,415)	(3,949)
<b>Adjusted Beginning Reserve Account Amount</b>	<b>44,390</b>	<b>40,441</b>
<i>Operating Account</i>		
Assessment Revenue	9,340	9,498
Interest on Assessment Revenue	497	497
Transfer from Reserve Acct to Operating Acct	3,415	3,949
<b>Adjusted Operating Acct Amount</b>	<b>13,252</b>	<b>13,944</b>

RESERVE/OPERATING ACCOUNT AND EXPENDITURE BUDGET		
Description	13/14	14/15
Adjusted Operating Account Amount	13,252	13,944
Less Expenditure Estimate	(13,252)	(13,944)
<b>Operating Account Surplus/Deficit</b>	<b>0</b>	<b>0</b>
Adjusted Beginning Reserve Account Amount	44,390	40,441
Operating Account Surplus/Deficit Adjustment	0	0
<b>Year-End Reserve Account Amount</b>	<b>44,390</b>	<b>40,441</b>

**VISTA DEL ORO ASSESSMENT DETAIL ANALYSIS**

<b>Description</b>	<b>13/14</b>	<b>14/15</b>
Number of parcels	111	111
Number of assessment units	111	111
Parcels @ 1.0	111	111
Annual assmt. per single family (1.0)	84	86
Total Assessment @ 1.0	9,108	9,498
<b>Total Annual Assessment</b>	<b>9,108</b>	<b>9,498</b>
Revenue includes a 1.7% cpi increase		

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF OCEANSIDE AUTHORIZING THE  
PAYMENT OF PREVAILING WAGE SCHEDULE  
FOR THE CONTRACT FOR VARIOUS LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICTS

WHEREAS, Section 302 of the Oceanside City Charter states that no City contract shall require payment of the prevailing wage schedule unless (among other things) it is authorized by resolution of the City Council;

WHEREAS, California SB7, approved by Governor Brown and filed with the Secretary of State on October 13, 2013, added Section 1782 to the Labor Code that prohibits a California Charter City from receiving or using State funding or financial assistance for construction projects if the city has awarded a public works contract without requiring the contractor to comply with state prevailing wage provisions (Labor Code Sections 1770 et seq.);

WHEREAS, this City Council has considered a multiyear contract with Executive Landscape, Inc., to maintain landscaping and irrigation systems within the various landscape maintenance assessment districts throughout the City, which proposed contract includes a requirement for the payment of the State prevailing wage schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oceanside as follows:

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1. That this City Council hereby approves the award of contract for landscape maintenance services to Executive Landscaping, Inc., and authorizes the requirement therein that all workers employed under said contract shall be paid not less than the general prevailing rate of per diem wages in accordance with the provisions of Article 2 of Chapter 1 of Part 7 of Division 2 (Sections 1770 et seq.) of the California Labor Code.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
City Clerk

*Brian Hamilton, ASST.*  
\_\_\_\_\_  
City Attorney