



Real Estate Assets Department
SDC003

College Lutheran Church
City-805-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS





RYAN C. BUSHORE, ATTORNEY AT LAW
PO Box 4 • Atwood, CA 92811
ryan@bushoreinc.com
(714) 282-0246
SBN# 296685

June 1, 2016

Attn: City Manager
Kevin L. Faulconer, Mayor
City of San Diego
202 "C" Street – 11th Floor
San Diego, CA 92101

RE: Notice to Terminate Shared Parking Agreement
6650 Montezuma Road, San Diego, CA 92115

Dear City Manager:

As you may be aware, the City of San Diego for the benefit of the College-Rolando Library, currently utilizes 31 defined parking spaces of College Lutheran Church of San Diego under a Shared Parking Agreement dated January 7, 2002, a copy of which is enclosed.

Under the terms of that Agreement, College Lutheran Church of San Diego has elected to exercise its right of early termination. As such, this letter shall serve as your sixty (60) day Notice of Termination.

YOU ARE HEREBY NOTIFIED that effective, August 31, 2016, the City of San Diego and the general public shall no longer be granted access to the property located at 6650 Montezuma Road in the City of San Diego and the referenced Shared Parking Agreement shall have no further force or effect. This termination shall not only include the shared parking spaces, but the use of the church driveways for purposes of ingress and egress.

Pursuant to the Shared Parking Agreement, please find the enclosed check made payable to the "City of San Diego" in the amount of \$24,000. This amount represents the unamortized improvements in accordance with Exhibit "C".

Sincerely,

Ryan C. Bushore
Attorney at Law

cc: client
Brent R. Heramb; Attorney at Law, 6645 Norman Ln., San Diego, CA 92120

Enclosures

RECEIVED

JUN. 7 2016

Office of Mayor
Kevin L. Faulconer

COPY

DUPLICATE ORIGINAL

COLLEGE LUTHERAN CHURCH
Shared Parking Agreement

THIS SHARED PARKING AGREEMENT ("Agreement") dated for reference purposes only, January 7, 2002, is executed between the City of San Diego ("CITY") and College Lutheran Church ("CLC"), whereby the parties agree as follows:

RECITALS

- A. CITY owns certain real property, located at the corner of Montezuma Road and Reservoir Drive in the City of San Diego, upon which CITY intends to construct a public library ("City Library").
- B. CLC owns certain real property located at 6650 Montezuma Road, San Diego, CA. 92115, APN. 468-120-07 ("CLC's Property"), which is adjacent to the proposed City Library.
- C. CITY desires to use a portion of CLC's Property for additional parking for the City Library and desires to acquire a right of first offer to purchase CLC's Property.
- D. CLC desires to use a portion of the City Library parking area, as overflow parking, for the CLC when the City Library is closed.
- E. Using a portion of CLC's property for City Library parking will provide a public benefit in that it will enable CITY to design and build the City Library with an open and expanded entry that may be used for community events, and will provide additional parking for City Library patrons.
- F. Acquiring a right of first offer to purchase CLC's Property will provide a public benefit in that if CITY purchases the CLC Property, CITY could expand the City Library and/or provide CITY's citizens with additional CITY park land.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, CITY and CLC agree as follows:

- 1. Shared Parking: CITY shall have the non-exclusive right to use thirty-one (31) parking spaces located at the northwest corner of the CLC Property as shown on attached Exhibit "A" (the "Shared Parking Area"). The CITY'S parking use shall be limited to use by patrons, employees or invitees of the City Library during Library operating hours, excluding Sunday morning before 12:00 p.m. CLC shall have the right to park in the parking area of the City Library site as overflow parking for the CLC Property when the City Library is closed.
- 2. Initial Term: The term of this agreement is twenty (20) years commencing November 1, 2002 and terminating October 31, 2022.

DOCUMENT NO. 08-00011

FILED MAR 18 2002
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

3. Consideration: In consideration of CLC's grant of the parking rights on the CLC property, CITY shall complete vehicle parking improvements on the CLC Property to include paving, curbs, planter areas, irrigation, and overhead lighting (the "Improvements"). Preliminary construction information is included as Addendum One.
4. First Right of Offer: CITY shall have a continuing first right of offer to purchase the CLC Property as provided in this Section 4. If during the term of this Agreement CLC decides to sell the CLC Property, CLC shall first notify CITY in writing of its intention to sell the CLC Property. CITY shall have 60 days to respond in writing with an offer to purchase the CLC Property (a CITY Offer). If CLC rejects a CITY Offer, CLC may not thereafter sell or offer to sell the CLC Property to any other person or entity at a price that is less than 110% of the price offered by CITY. If CLC rejects a CITY Offer and, within one year after the rejection, does not sell the CLC Property, or has not entered into a binding contract to sell the CLC Property, which is thereafter consummated, CITY shall retain the first right of offer and CLC shall comply with the provisions of this Section 4 before offering to sell or selling the CLC Property to any person or entity other than CITY. The CITY'S continuing first right of offer will be only for the initial 20-year term of this Agreement.
5. Termination: If CLC sells the CLC Property to any other person or entity, this Agreement is terminated.
6. Early Termination: After the 10th anniversary of the effective date of this Agreement, CLC shall have the right to terminate the Agreement upon 60 days prior written notice to CITY and reimbursement to CITY for the unamortized Improvements on the CLC Property outside of the Shared Parking Area (Exhibit "B"), determined in accordance with the schedule attached as Exhibit "C." Early termination by CLC shall terminate the first right of offer.
7. Option to Extend: CITY has the right to extend the term of this Agreement for two (2) additional five (5) year periods. Compensation to CLC for the extended period will be 50% of the fair market rent of the Shared Parking Area, determined by an MAI appraiser from the CITY's approved appraisal list based upon the land restricted to parking use only.
8. Utilities: CITY shall pay for separately metered utilities and water serving the Shared Parking Area.
9. Maintenance: CITY shall maintain the Improvements in the Shared Parking Area in good useable condition, for the term of the Agreement.
10. Insurance; Indemnity: CLC acknowledges that CITY is self-insured. The City's Risk Management Department will provide proof of insurance coverage which it shall keep in force at all times during the term of this Agreement or any extensions thereof.

11. Insurance: CLC certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$2 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this Agreement. A certificate of said insurance shall be filed with the City Real Estate Assets Department upon execution of this Agreement. CLC's insurance broker is obligated to notify the City 30 days in advance of any policy cancellation.

CLC agrees to defend, indemnify, protect, and hold the City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CLC's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with CLC's use of the City Library property. CLC's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agent, officers, or employees.

12. Integrated Agreement Modifications: This Agreement contains all of the agreements of the parties with respect to the terms and conditions and replaces and supersedes all prior written or modified Agreements except by written agreement signed by both parties.
13. Notices: Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective: (a) on personal delivery; (b) on the second business day after mailing by certified or registered U.S. Mail, return receipt requested; or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g. Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

If to CITY:

City of San Diego
202 "C" Street
San Diego, CA 92101
Attention: City Manager

If to CLC:

Congregation President
College Lutheran Church
6650 Montezuma Road
San Diego, CA 92115

Copy to:
(which shall not constitute notice)

Brent R. Heramb, Attorney at Law
2901 Fifth Avenue, Suite 201
San Diego, CA 92103

Either Party may designate in writing pursuant to this Section a different address to which notices shall be sent.

14. CITY Approval. The approval or consent of CITY, wherever required in this Agreement, shall mean the written approval or consent of the City Manager or his designee unless otherwise specified.
15. Prompt Performance. Time is of the essence of each covenant and condition set forth in this Agreement.
16. Captions. Captions in this Agreement are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
17. Attorneys' Fees and Costs. If either Party commences an action against the other Party based upon this Agreement, the prevailing Party in whose favor final judgement is entered will be entitled to recover from the other Party all reasonable costs and expenses of suit, including reasonable attorneys' fees.
18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
19. Assignment. CLC shall not assign this Agreement, in whole or in part, without the prior written consent of CITY.
20. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, provided that the intent and purpose of this Agreement is still capable of being fulfilled.
21. Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.
22. Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

23. Corporate Authority. Each individual executing this Agreement on behalf of CLC represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CLC, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the constitution and bylaws of the corporation, and that this Agreement is binding upon the corporation in accordance with its terms, and that CLC is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify CLC to do business in the state of California.
24. Force Majeure. If the performance of any act required of one of the Parties is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. In the event one of the Parties claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) calendar days after the beginning of any such claimed delay.
25. Survival. All rights and obligations of the Parties which accrue prior to the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Shared Parking Agreement is executed by the City, acting by and through its City Manager, and by the CLC, acting by and through its lawfully authorized officers.

COLLEGE LUTHERAN CHURCH
PRESIDENT

CITY OF SAN DIEGO, a California
municipal corporation

By Orlie G. Baird
ORLIE G. BAIRD

By [Signature]

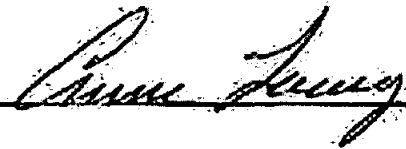
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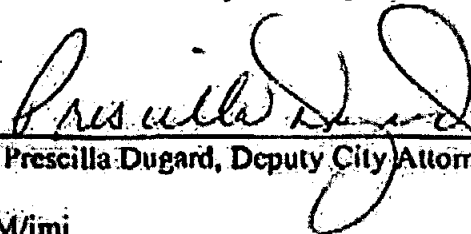
This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15061(b)(3).

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

By 

APPROVED AS TO FORM AND LEGALITY, this 20th day of October, 2007

CASEY GWINN, City Attorney

By 
Prescilla Dugard, Deputy City Attorney

DCM/jmj
01/08/02

\\WFO\2007\March\Shared Parking - CLC.wpd

0 - 3041

EXHIBIT "C"

**Unamortized Improvement Schedule
Beginning Balance \$80,000**

YEAR	AGREEMENT YEAR	REMAINING BALANCE
2012	11	\$40,000
2013	12	\$36,000
2014	13	\$32,000
2015	14	\$28,000
2016	15	\$24,000
2017	16	\$20,000
2018	17	\$16,000
2019	18	\$12,000
2020	19	\$8,000
2021	20	\$4,000
2022		-0-

ADDENDUM ONE

Preliminary Construction Information

Information provided by Engineering and Capital Projects.

1. **CLC's consent and approval of the design criteria, which consent and approval shall not unreasonably be withheld, shall be required prior to the commencement of the improvement on the CLC Property.**
2. **The construction staging area will be located on the City Property.**
3. **The specifications for the construction bids will include CLC to have use of approximately eighty (80) parking spaces on the CLC property during construction of the library building.**
4. **The construction of the library building could commence approximately four (4) to six (6) months after the Agreement is approved by the City Council. Construction to complete the library building is expected to be approximately one (1) year from the commencement date.**
5. **The improvements to the CLC property will commence towards the completion of the construction project. At that time parking may not be available on the CLC property for a period of four (4) to six (6) weeks.**
6. **Included with Addendum One is a copy of the conceptual construction plan, depicting the proposed improvements on the CLC property.**

RESERVOIR DRIVE

MONTEZUMA ROAD

MOHAWK STREET

SHARED
PARKING
AREA

EXISTING
LANDSCAPE
DRIVE

EXISTING
STONE
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- KEYNOTES**
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DIT: CHARTER
SPECIFICATIONS: 10' 1" = 10' SCALE

McGraw-Hill Architects
Architecture Planning Inc.

SITE PLAN
1" = 10' SCALE

COLLEGE ROLAND
BRANCH LIBRARY

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

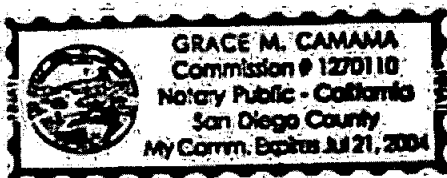
SS.

On JANUARY 9, 2002, before me, GRACE M. CAMAMA, A NOTARY PUBLIC

personally appeared ORLIE G. SAIRD

☐ personally known to me
☒ 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.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this document and could prevent fraudulent removal and attachment of this form to another document.

Description of Attached Document

Title or Type of Document: CALLEE LUTHERAN CHURCH SHARED

Document Date: 1/8/02 PARKING AGREEMENT Number of Pages: 10

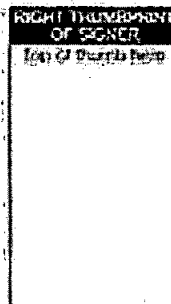
Signer(s) Other Than Named Above: REPRESENTATIVE OF CITY OF SAN DIEGO

Capacity(ies) Claimed by Signor

Signer's Name: ORLIE G. SAIRD

- ☐ Individual
☒ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: PRESIDENT OF CLC

Signor is Representing: CLC



ORDINANCE NUMBER O- 0041 (NEW SERIES)

ADOPTED ON MAR 18 2002

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
~~EXECUTE A TWENTY-YEAR SHARED PARKING~~
AGREEMENT WITH COLLEGE LUTHERAN CHURCH FOR
THIRTY-ONE VEHICLE PARKING SPACES.**

WHEREAS, the City and College Lutheran Church have negotiated a twenty-year shared parking agreement and in lieu of rent, the City will expend \$156,027 to construct parking improvements on the church property, the fair market rate as determined by City valuation staff; and

WHEREAS, the property to be shared is located at the corner of Montezuma Road and Reservoir Drive in the College area, in the City of San Diego, County of San Diego, as more particularly described in the agreement; and

WHEREAS, the purpose of the agreement is for the future College Park community Library [Library], which is to be built adjacent to College Lutheran Church [Church], to obtain additional parking by using thirty-one vehicle parking spaces or approximately 9,755 square feet of Church property and for the Church to use a portion of the Library parking area as overflow parking when the Library is closed; and

WHEREAS, the utilization of a portion of the Church property for Library parking will be a public benefit that will enable the City to design and build the Library with an open and expanded entry that may be used for community events; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That upon City Council approval of a construction contract for building of

a College Park Community Library at the corner of Montezuma Road and Reservoir Drive in the College area, San Diego, California, the City Manager is authorized to execute, for and on behalf of the City of San Diego, a twenty-year shared parking agreement with College Lutheran Church, commencing November 1, 2002, and terminating October 31, 2022, for the adjacent College Park Community Library to use thirty-one vehicle parking spaces on the Church property and for the Church to use a portion of the Library parking area as overflow parking when the Library is closed, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No. OO- 15041.

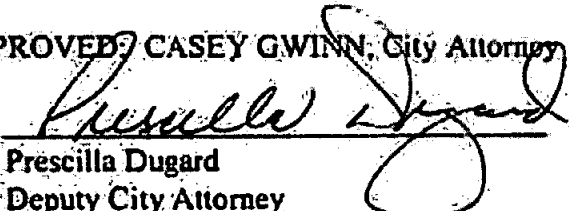
Section 2. That the expenditure of an amount not to exceed \$156,027 from GDBG Fund 18532 to construct parking improvements on the Church property in lieu of rent at the time of the Library construction is authorized.

Section 3. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED CASEY GWINN, City Attorney

By


Prescilla Dugard
Deputy City Attorney

PD:cdk

01/25/02

02/26/02 COR. COPY

Or. Dept. REA

Aud. Cert.: 2200791

©-2002-80

Passed and adopted by the Council of The City of San Diego on March 18, 2002 by the following vote:

YEAS: PETERS, WEAR, ATKINS, STEVENS, MAIENSCHEIN, FRYE, INZUNZA, MAYOR MURPHY.

NAYS: NONE.

NOT PRESENT MADOFFER.

AUTHENTICATED BY:

DICK MURPHY
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-19041 (New Series) of The City of San Diego, California.

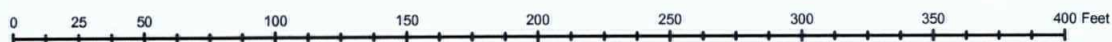
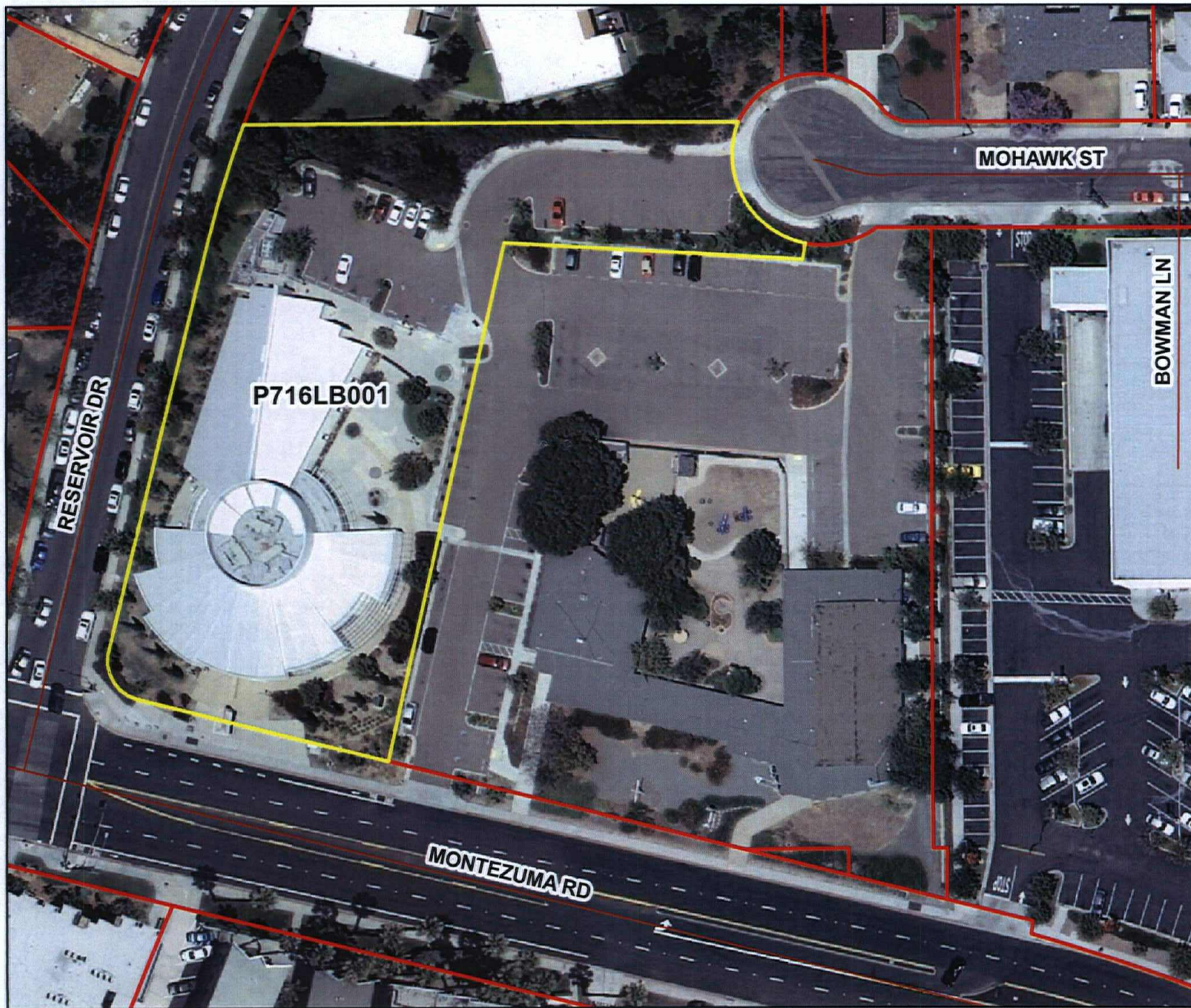
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on February 25, 2002 and on March 18, 2002.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy



Legend

 SDW.CITY.PARCELS_ALL



Map Date: 5/17/16
Aerial Image Date: 2012
READ/sat



DEPOSIT REQUEST FORM

PLEASE DO NOT LEAVE ANY SECTION BLANK - N/A IF NOT APPLICABLE

Requesting Agent: AURORA BROWN		Date: 06/20/2014
Internal Order (Job No.):		Sr. Act Clerk ONLY (New Security Deposits): New SAP BP#: _____ New SAP CA#: _____
Depositor (Name on check): RYAN C. BUSHORE - ATTORNEY AT LAW		
Address: P.O. BOX #4 ATWOOD, CA 92811		
Lessee Name: COLLEGE LUTHERAN CHURCH	Lease: CITY-805-A00	Sublessee:
Project Name & Descriptive Location: 		
Description of Payment: E.G., Earnest Money Deposit, Processing Fee (ROE permit, new lease, etc.), Security Deposit, Interest, Refund from Escrow, Trust Fund, etc... REIMBURSEMENT FROM OTHER AGENCIES FUND 000100 / FA OTHER 00000000 N.D. / EC 131013001 / GL 420014		
Security Deposits ONLY: Scheduled Termination Date: _____		
OFFICIAL RECEIPT NO.:		CHECK NO.: 1096
BANK CHECK DRAWN: GRANDPOINT BANK		DATED: 06/01/2014

FILL IN CORRECT ACCOUNTING DATA:

COST OBJECT- as needed					
FUND	GL ACCOUNT	COST CENTER	INTERNAL ORDER	WBS ELEMENT	AMOUNT
000100	420014				\$24,000

READ Trust - Security Deposit ONLY:	COST CENTER	FUND	GL ACT
	Not needed	820062	110998
Processing Fees ONLY:	All-General Fund	100000	422069
	Water Dept.	700011	
	MWWD	700000	
	Airport (Brwn Fld)	700033	
	(MYF)	2111000012	



RYAN C. BUSHORE
ATTORNEY AT LAW
P.O. Box #4
Atwood, CA 92811

Grandpoint
1045 W. Katella Avenue, Suite 100
Orange, CA 92867
90-4456/1222

1096

6/1/2016

PAY TO THE
ORDER OF City Of San Diego

\$ **24,000.00

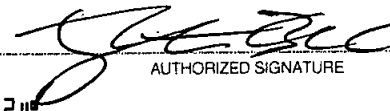
Twenty-Four Thousand Only*****

DOLLARS

City Of San Diego
202 "C" Street - 11th Floor
San Diego, CA 92101

MEMO

6650 Montezuma Road, San Diego, CA 92115


AUTHORIZED SIGNATURE

⑈001096⑈ ⑆122244566⑆ 301007662⑈

Details on Back

Security Features Included

Brown, Aurora

From: Capetillo Gallardo, Tere
Sent: Thursday, June 16, 2016 12:53 PM
To: Taylor, Susan
Cc: Fernandez, Danny; Reid, Shirley
Subject: FW: Check to Deposit

Hi,

Please deposit in the following line of accounting:

Fund 600100

FA OTHR-00000000-NS

FC 1316130001

GL account 420024-Reimbursement from other agencies

Let me know if you have any questions. Thank you.

Tere Capetillo Gallardo

Accountant

City of San Diego

Office of the City Comptroller

Phone: (619)533-6568

sandiego.gov

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From: Reid, Shirley
Sent: Thursday, June 16, 2016 12:23 PM
To: Capetillo Gallardo, Tere <TCapetillo@sandiego.gov>
Subject: RE: Check to Deposit

I agree.

Shirley Reid

Supervising Management Analyst

City of San Diego

Economic Development Department

T: (619) 236-6464

C: (619) 236-6700

sandiego.gov

*-Create and sustain a resilient and economically prosperous City-
City of San Diego Strategic Plan Vision*

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From: Capetillo Gallardo, Tere
Sent: Thursday, June 16, 2016 11:43 AM
To: Reid, Shirley <SReid@sandiego.gov>
Subject: RE: Check to Deposit

Hi Shirley,

Do you agree that deposit should go to Fund 600100, FA OTHR-00000000-NS, FC1316130001, GL account 420024-Reimbursement from other agencies?

Thank you,

Tere Capetillo Gallardo
Accountant
City of San Diego
Office of the City Comptroller
Phone: (619)533-6568
sandiego.gov

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From: Fernandez, Danny
Sent: Thursday, June 16, 2016 10:49 AM
To: Taylor, Susan <STaylor@sandiego.gov>
Cc: Capetillo Gallardo, Tere <TCapetillo@sandiego.gov>; Reid, Shirley <SReid@sandiego.gov>
Subject: RE: Check to Deposit

Susan,

I think they settled on a fund and accountant, but it hasn't been shared with me yet.

Thank you,

Danny Fernandez
Supervising Accountant, Capital Assets
City of San Diego
Office of the City Comptroller
T (619) 236-6202
F (619) 533-3998
SanDiego.gov

From: Taylor, Susan
Sent: Thursday, June 16, 2016 10:29 AM
To: Fernandez, Danny <DFFernandez@sandiego.gov>
Cc: Capetillo Gallardo, Tere <TCapetillo@sandiego.gov>
Subject: RE: Check to Deposit

Any word? We have a check to deposit. Thanks.

Susan Taylor

Records Management Analyst
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Desk (619) 236-6304
Fax (619) 533-4522
www.sandiego.gov

From: Fernandez, Danny
Sent: Monday, June 13, 2016 10:55 AM
To: Taylor, Susan <STaylor@sandiego.gov>
Cc: Capetillo Gallardo, Tere <TCapetillo@sandiego.gov>
Subject: RE: Check to Deposit

Susan,

Our supervising grant accountant is looking at it now and will let us know.

Thank you,

Danny Fernandez

Supervising Accountant, Capital Assets
City of San Diego
Office of the City Comptroller
T (619) 236-6202
F (619) 533-3998
SanDiego.gov

From: Taylor, Susan
Sent: Monday, June 13, 2016 10:50 AM
To: Fernandez, Danny <DFFernandez@sandiego.gov>
Subject: FW: Check to Deposit

So do you think we should just put this back in the CDBG fund? What GL should be used?

We are holding a check.

Thanks.

Susan Taylor

Records Management Analyst
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Desk (619) 236-6304
Fax (619) 533-4522
www.sandiego.gov

From: Taylor, Susan
Sent: Friday, June 10, 2016 1:45 PM
To: Fernandez, Danny <DFFernandez@sandiego.gov>
Subject: RE: Check to Deposit

I didn't think to actually look at that. I've attached it (they included a copy with their check) and now I see per the reso that it was CDBG funds that paid for the parking. See attached.

Susan Taylor

Records Management Analyst
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Desk (619) 236-6304
Fax (619) 533-4522
www.sandiego.gov

From: Fernandez, Danny
Sent: Friday, June 10, 2016 1:35 PM
To: Taylor, Susan <STaylor@sandiego.gov>
Subject: RE: Check to Deposit

Susan,

Can you send a copy of the agreement or at least the pages that pertain to the improvements? Do you see a CIP number listed or happen to know the relative time frame of the parking improvements? I'm thinking the General fund or the CIP fund will receive the money.

Thank you,

Danny Fernandez

Supervising Accountant, Capital Assets
City of San Diego
Office of the City Comptroller
T (619) 236-6202
F (619) 533-3998
SanDiego.gov

From: Taylor, Susan
Sent: Friday, June 10, 2016 1:32 PM
To: Fernandez, Danny <DFFernandez@sandiego.gov>
Subject: Check to Deposit

Danny,

I'm not sure who to ask about this, so I'm starting with you.

We have a shared parking agreement at the College-Rolando Library with the neighboring church. This agreement has been in place since the library was built. The City improved the church parking with 31 spaces that could be used by the Library when needed.

The church has closed and they are selling the property. They sent in a notice of termination on the agreement and a check for \$24,000. Apparently the agreement had a schedule in it that if the church terminated early, how much they would need to pay the City for the improvements made on the property. As the years pass, the amount they had to pay got lower.

So now we have this check for \$24,000. It's not rent, it's not a sale (I don't think), it's kind of a payoff, but not sure what that is classified as. I would imagine it was part of the CIP project for the library to build the parking next door.

Where do you think this money belong? Or who do you think can answer this question?

Thanks.

Susan Taylor
Records Management Analyst
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Desk (619) 236-6304
Fax (619) 533-4522
www.sandiego.gov

Brown, Aurora

From: Phillips, Patti
Sent: Thursday, June 16, 2016 1:24 PM
To: Brown, Aurora
Subject: FW: Check to Deposit
Attachments: FW: Check to Deposit

fyi

Patti D. Phillips

Asset Manager
City of San Diego
Real Estate Assets
1200 Third Avenue
Suite 1700
San Diego, CA 92101

T (619) 236-6766
F (619) 236-6706
sandiego.gov

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From: Taylor, Susan
Sent: Thursday, June 16, 2016 12:56 PM
Subject: FW: Check to Deposit

Patti,

Attached is the accounting for that \$24,000 check. It doesn't need to be on an invoice. It can just be deposited directly. You can fill out the deposit form and give it to Shelley (I think). Attached is the e-mail too.

Susan Taylor

Records Management Analyst
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Real Estate Assets
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San Diego, CA 92101

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