

*Regular Board Meeting of October 25, 2006*

October 18, 2006

To: Board Members  
From: Rodger Smith  
Through: Tom Bishop  
Subject: Facilities Report for October

### **Ocean Air School**

Work on the project continues to be on schedule. Rough grading and grading of building pads have been completed. During the week of October 23, work will begin on the retaining walls on the north and west ends of the site. Also beginning next week will be installation of underground utilities and trenching for foundation footings. Rainfall that occurred on Friday, October 13 had no impact on the construction schedule.

Included on the Boards' agenda for this meeting is approval of the revised offer to purchase the site from the City of San Diego. The district has been reassured by City staff that this offer will receive expedited processing in order to avoid future problems with a "stale" date of value relative to the updated appraisal.

### **Torrey Hills Windows**

The "Notice of Completion" for this project is on the Boards' agenda for approval during this meeting.

### **Planning for a New District Office**

Interviews for architectural firms for the new district office project were conducted on September 27. Four firms were interviewed by a district team that included the Superintendent, Board members Linda Crawford and Janet Lamborghini, the Assistant Superintendent for Business Services, the Director of Facilities Planning and the district's Facilities Construction Coordinator. Following the interviews, the district team identified one firm for further review including reference checks and visitations to projects for which the selected firm was responsible. The reference checks have been completed; it is anticipated that

visitations will be completed by the end of October. It is anticipated that a recommended selection of an architectural firm for our new district office will be submitted for the Board's consideration in November.

*Regular Board Meeting of October 25, 2006*

October 18, 2006

To: Board Members  
From: Rodger Smith  
Through: Tom Bishop  
Subject: Approval of the Proposed Memorandum of Understanding Between the Del Mar Union School District and the City of San Diego Regarding the Sycamore Ridge Pedestrian Signal

For more than a year, the Del Mar Union School District and the City of San Diego have worked on a proposal to install a pedestrian signal across from Sycamore Ridge School in order to provide for the safety of students who must cross Old Carmel Valley Road in order to get to school. This Memorandum of Understanding (MOU) reflects the outcome of the work of the two parties relative to the design, construction and maintenance of the pedestrian signal. A copy of the proposed MOU follows this page.

The pedestrian signal will be located at the intersection of Sandown Way and Old Carmel Valley Road. The signal will display a blinking yellow light until a pedestrian activates a button on the supporting structure for the light, at which time a red light requiring vehicles to stop will be displayed.

**FISCAL IMPACT:** Costs for the design and construction of the pedestrian signal will be supported by funds from the Del Mar Union School District Community Facilities District 99-1.

**RECOMMENDED:** The Superintendent Recommends Approval of the Proposed Memorandum of Understanding Between the Del Mar Union School District and the City of San Diego Regarding the Sycamore Ridge Pedestrian Signal.

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*Regular Board Meeting of October 25, 2006*

**MEMORANDUM OF UNDERSTANDING REGARDING THE SYCAMORE  
RIDGE PEDESTRIAN SIGNAL**

This Memorandum of Understanding regarding the Sycamore Ridge Pedestrian Traffic Signal [MOU], is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between the City of San Diego, a Municipal Corporation [City] and the Del Mar Union School District, a public school district [District](individually referenced as "Party" and collectively as "Parties").

**RECITALS**

1. Whereas, the Parties desire to work jointly to design and construct a Pedestrian Traffic Signal [Signal Project] in response to the need for a pedestrian crossing on Old Carmel Valley Road adjacent to Sycamore Ridge School.
2. Whereas, the Mayor of the City of San Diego finds that this contract furthers the public policy of providing safe routes for children to travel to and from school, and that this contract is in the public interest.
3. Whereas, the Parties agree that the City shall provide all design services for the Signal Project at City's cost.
4. Whereas, the Parties agree that District shall reimburse the City for all design, construction, and construction management costs necessary to complete the Signal Project subject to the terms and conditions of this MOU.
5. Whereas, the Parties find it in their best interests to expedite the design, advertising and construction of the Signal Project, with an anticipated completion date of August 1, 2007.
6. Whereas, the Parties agree that the City shall maintain ownership of the Signal Project and shall be responsible for operation and maintenance of the Signal Project, subject to the terms of this MOU.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. The above listed Recitals are true and correct and are hereby incorporated by reference and adopted as part of this MOU.
2. The City shall:
  - a. Provide all administrative and professional services required for design and construction management of the Signal Project.
  - b. Act as lead agency with full authority to execute the construction

contract and related activities for the Signal Project, provided that funding for such contract and related activities has been authorized and appropriated by the District and the City Council for their respective shares in advance of contract award. Construction change orders shall be subject to District approval; provided, however, that such approval shall not be unreasonably or untimely withheld.

- c. Develop the contract terms and conditions for construction of the Signal Project, subject to review and approval by the District prior to bid solicitation, including requiring the contractor(s) performing the Signal Project work to name both the City and the District as additional insureds on their insurance policies and as co-obligees on the payment and performance bonds.
- d. Act as lead agency in the preparation of, advertising for, opening, reviewing bids, award and administration of the construction contract.
- e. Provide periodic invoices to the District detailing the nature of the work completed and the amount of payment required for construction related surveying, construction of the Project, and administration of the contract work.
- f. Follow the practice of the engineering profession in rendering findings, opinions, factual presentations, professional advice, and recommendations.
- g. Assign qualified personnel to the Signal Project and be responsible for the general administration of the work performed on the Signal Project by its force, consultants, sub-consultants, and approved contractors. Provide quality assurance services during construction to ensure all required inspections, tests, submittals, and other contract requirements are met by the contractor.
- h. Deposit all money provided by the District pursuant to this MOU into a special fund dedicated to the Signal Project [Designated Fund] and return all unused money within the Designated Fund to District within sixty (60) days of the City's filing of a Notice of Completion of the Signal Project.
- i. Maintain construction records and files. Provide record drawings (as-builts) to the District.
- j. Ensure compliance with all applicable federal, state and local laws necessary to complete construction of the Signal Project, including but not limited to the California Environmental Quality Act, prevailing wage laws, and all construction permits required by law.
- k. Inform the District, and obtain the District's consent to any pending changes to the Signal Project whenever the City becomes aware of the need to make a change.
- l. Inform the parties of any potential cause(s) which are reasonably likely to result in the delay of construction.
- m. Provide Engineer of Record services including review and

approval of contractor submittals and RFIs. In the event a design change is required due to differing field conditions or unforeseen conditions, the City shall review the change order and provide appropriate response. The City will provide quality control inspection during construction including inspection and acceptance of all materials and workmanship, to City's satisfaction.

- n. Operate and maintain the Signal upon completion.

3. The District shall:

- a. At least thirty (30) days prior to award of the construction contract for the Signal Project [Contract], deposit **\$120,000** with the City Treasurer.
- b. Reimburse the City for design services, in amount not to exceed **\$20,000**.
- c. In the event that the lowest responsible bid amount exceeds **\$100,000**, District shall, at least ten (10) days prior to award of the Contract, either (1) deposit the amount of the lowest responsible bid plus ten percent of the bid for Administrative Costs plus ten percent of the bid for contingency or (2) submit written notification to the City's designated representative that additional funds have not been authorized, in which case the City may elect to reject all bids and terminate the Signal Project or move forward to construct the Signal Project with additional funds appropriated by City.
- d. Deposit all funds necessary to pay for change order work necessary to complete construction of the Signal Project, that exceed the amounts allocated for construction of the Signal Project in Section 2(a) of this MOU up to a not-to-exceed amount for the Signal Project of **\$150,000** . If the total cost of the design and construction of the Signal Project, including change order work, exceeds **\$150,000**, the parties shall meet and confer in order to properly allocate the financial responsibility for any such costs. However, the District shall have no obligation to deposit additional funds for change order work beyond the **\$150,000** maximum unless the parties mutually agree to such an arrangement. In the event that District fails to deposit said funds up to the **\$150,000** maximum, City may elect to terminate the Signal Project for convenience or provide additional funds to pay for the change order work necessary to complete the Signal Project.
- e. Allow the City to withdraw funds for all construction expenses, including change orders and Administrative Costs incurred by City pursuant to this MOU, up to the amount deposited by District in the Designated Fund.

#### 4. General Conditions

- a. The parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under the terms of this Signal Project MOU.
- b. Administration of this Signal Project MOU is under the jurisdiction of the City Manager as to the City's interest herein and any communication of the terms or conditions or any changes thereto.
- c. This Signal Project MOU shall be effective on and from the date signed by the parties hereto.
- d. Notices required or permitted pursuant to this Signal Project MOU shall be sufficiently given in writing and either served personally or mailed by certified mail; however, invoices, payments, and other communications according to this MOU may be served by first class U.S. mail to:

Del Mar Union School District  
 225 Ninth Street  
 Del Mar, CA 92014-2716

City of San Diego, Engineering and Capital Projects Attention:  
 Department Director, Patti Boekamp 202 "C" Street San Diego,  
 CA 92101

or such other person and address as either party shall advise the other, in writing, in conformity with this section.

- e. In the event of litigation with respect to this MOU or the interpretation thereof, and in respect to all disputes or controversies arising hereunder, this MOU shall be construed in accordance with, and governed by, the laws of the State of California. Venue in respect to any suit or proceeding brought under or in connection with this MOU shall be the County of San Diego, State of California.
- f. This MOU and all rights and obligations contained herein shall be in effect whether or not either of the parties to this MOU have been succeeded by another entity, and all rights and obligations of the parties signing this MOU shall be vested and binding on their successor of interest.
- g. No failure of either the District or the City to insist on strict performance by the other of any covenant, agreement, term, or condition of this MOU or to

exercise any right or remedy consequent of a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of

any breach shall affect or alter this MOU, but each and every covenant, agreement, term and condition of this MOU shall continue in full force and effect without respect to any other existing or subsequent breach.

.h. This MOU represents the entire understanding of the District and the City as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This MOU may not be modified or altered except in writing signed by both parties.

.i. In the event suit is brought upon this MOU to enforce its terms, the prevailing party shall be entitled to the cost of said suit and a reasonable sum as attorney's fees from the losing party.

.j. The District agrees to defend, indemnify, protect, and hold the City and its agents, officers and employees harmless from any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the City's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused solely by the negligence or willful misconduct of the District and its contract agents, officers, or employees resulting from the construction of the Signal Project and all expenses of investigating and defending against same.

.k. The City agrees to defend, indemnify, protect, and hold the District and its agents, officers and employees harmless from any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the District's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused solely by the negligence or willful misconduct of the City and its contract agents, officers, or employees resulting from the construction of the Signal Project and all expenses of investigating and defending against same.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this MOU is executed by the District, acting by and through the \_\_\_\_\_, and by the City, acting by and through the Mayor, pursuant to Resolution No. R-\_\_\_\_\_ of the City Council, authorizing the City's agreement with the terms and conditions of this MOU.

DEL MAR UNION SCHOOL DISTRICT

BY \_\_\_\_\_

CITY OF SAN DIEGO

BY \_\_\_\_\_  
Rick Reynolds

I HEREBY APPROVE the form and legality of the foregoing terms and conditions of this MOU on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

MICHAEL J. AGUIRRE, City Attorney  
BY:

TIMOTHY J. MILLER, Deputy City Attorney

TKD\323698.1

*Regular Board Meeting of October 25, 2006*

October 18, 2006

To: Board Members  
From: Rodger Smith  
Through: Tom Bishop  
Subject: Approval of Revised Offer to Purchase Real Property from the City of San Diego for the Purpose of Acquiring the Site for Ocean Air School

Following this page is a revised formal offer to purchase the site for Ocean Air School. As reported in the Facilities Report for September, it became necessary to obtain an updated appraisal on the site for Ocean Air School because the previous date of value exceeded the standards required by the City of San Diego.

Based upon the revised appraisal of the site for Ocean Air School, this offer to purchase represents an increase in the purchase price of the property in the amount of \$305,000. City staff supports the revised appraised value of the property and, subsequent to the Board's approval of this revised offer to purchase, the item will be forwarded to the City Council for action.

**FISCAL IMPACT:** The entire cost of the purchase referenced above will be supported by funds from the North City West School Facilities Financing Authority, Del Mar Union School District Community Facilities District 95-1, and the State of California. There will be no impact on the general fund of the DMUSD for this purchase.

**RECOMMENDED:** The Superintendent Recommends Approval of the Revised Offer to Purchase Real Property from the City of San Diego for the Purpose of Acquiring the Site for Ocean Air School.

**[TO BE INSERTED ON DMUSD LETTERHEAD]**

October 26, 2006

**OFFER TO PURCHASE**

Pursuant to Govt. Code Section 7267.1 and 7267.2(a)

**VIA HAND DELIVERY AND U.S. MAIL**

Attn: \_\_\_\_\_  
City of San Diego  
Real Estate Services Division  
1200 Third Ave., Suite 1700  
San Diego, CA 92101

Re: *Offer to Purchase Real Property (proposed DMUSD Carmel Valley  
School Site No. 8)*

Portions of Assessor's Parcel Nos. 307-075-28 and 307-076-28  
(Adjacent north of Carmel Oaks Unit No. 1, approximately 100 feet east  
of the north terminus of Nantucket Park Way, Carmel Valley  
Neighborhood 8A, San Diego, California 92130)

Dear \_\_\_\_\_:

The Del Mar Union School District ("District") is proposing the acquisition of the above parcel for its Carmel Valley School Site No. 8 Project. This involves the construction of an elementary school with a joint use community park constructed and maintained by the City.

The records of the San Diego County Assessor's Office show that the above property is owned by the City of San Diego. The subject property is within the jurisdictional boundaries of the District and is identified by the San Diego County Assessor as portions of Assessor's Parcel Nos. 307-075-28 and 307-076-28. The District is seeking to acquire the entire property in fee. A legal description for the subject property is attached as Exhibit "A."

While the District proposes the acquisition of the subject property, no decision to acquire can be made until the District Board formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the District Board or otherwise limit the options available to the District Board.

The District obtained an independent real estate appraisal for the property to be acquired and established a value of \$3,390,000 for the subject property. A copy of the appraisal prepared by Robert P. Caringella, MAI dated December 29, 2005 was previously provided to City staff. Attached to this Offer to Purchase as Exhibit "B" is a letter from Mr. Caringella regarding an update to that appraisal, with a date of value of October 13, 2006, increasing the value opinion to \$3,695,000. Based on this updated appraisal, the District offers to purchase the subject property, free and clear of all liens and encumbrances,<sup>1</sup> for \$3,695,000.

This Offer to Purchase is subject to the following contingencies:

(1) The offer is contingent upon this site being approved by the California Department of Education, including DTSE and CEQA approvals. (See generally, Educ. Code §§ 17210, *et seq.*)

(2) The offer is contingent upon the City agreeing to grant the District an easement across the Joint Use Park site, noted in Exhibit "C", for purposes of connecting the school site to the City sewer system at Nantucket Parkway.

It is our sincere desire that the subject property be acquired amicably, expeditiously, and by negotiation, given the approval of the District Board and the City Council. Please contact me so that we may further discuss this proposed acquisition.

Sincerely,

Rodger Smith  
Director of HR/Facilities Planning

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<sup>1</sup> When property is sold to the District, there are the same obligations as in a private transaction for the seller to pay into escrow the amounts needed to remove liens and encumbrances. Before you accept the District's offer, it is recommended that you contact directly the persons, if any, to whom you may be making payments under trust deeds or other liens. You should reach an agreement with them as to the amount of money they will demand, if any, in escrow to clear the property of all liens and encumbrances. In the event that there are liens and encumbrances, the seller (you) shall either:

- Pay to holders of liens and encumbrances, out of the approved just compensation paid by the District, the amount needed to terminate leases or cancel trust deeds, mortgages, or other liens affecting that portion of the property to be acquired, or
- Arrange for the holders of leases, trust deeds, mortgages, or other liens to either quitclaim their interest or subordinate the interest to the District for that portion of the property to be acquired.

- Enclosures: Exhibit "A" – Legal Description of Subject Property  
Exhibit "B" – Appraisal Update Letter  
Exhibit "C" – Diagram of Proposed Sewer Connection  
Exhibit "D" – The Public Acquisition Process

If you agree to the offer to purchase, please sign and return a copy of the offer to purchase in the enclosed envelope. As noted above, the offer, if accepted, is conditioned upon ratification of the offer by the Board of Directors of the District and the contingencies noted above. If ratified by the Board of Directors, we will inform you and prepare the necessary documents to open escrow and complete the proposed acquisition.

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By signing below, the City of San Diego accepts the District's offer to purchase the subject property, as set forth above.

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

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

Name: \_\_\_\_\_

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

—

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY TO BE ACQUIRED**

Portions of Assessor's Parcel Nos. 307-075-28 and 307-076-28

[insert text of legal description]

**EXHIBIT "B"**

**October 13, 2006 UPDATE LETTER FROM ROBERT P. CARINGELLA, MAI**

SHANNON L. CUTSINGER, MAI  
WILLIAM N. PATTERSON, MAI, SRA  
MARC T. LORD  
GALEN JUSTICE-BLACK  
TREVOR C. HUBBARD

JONES, ROACH & CARINGELLA, INC.  
REAL ESTATE VALUATION CONSULTANTS  
4669 MURPHY CANYON ROAD, SUITE 200  
SAN DIEGO, CALIFORNIA 92123-4333  
(858) 565-2400 FAX: (858) 565-4916

ROBERT P. CARINGELLA, MAI  
ROBERT N. JONES, MAI  
STEPHEN D. ROACH, MAI

20<sup>th</sup> Anniversary  
1986 - 2006

October 13, 2006

Mr. Rodger Smith  
Director of Facilities and Planning  
Del Mar Union School District  
225 Ninth Street  
Del Mar, California 92014

Reference: *Carmel Valley School Site No. 8 (Ocean Air School) - Appraisal Update*

Dear Mr. Smith:

At your request, I have performed an appraisal (update of the prior appraisal) of the referenced property. Due to the time elapsed since the prior report, the City requires that the prior value conclusion be updated. The prior report, dated December 29, 2005, including assumptions and limiting conditions, is incorporated herein by reference. Also incorporated herein by reference is a March 16, 2006 letter entitled Revisions to Appraisal that provided minor modifications resulting in a revised value of \$3,390,000 as of December 29, 2005. These documents, along with this letter, are intended to comply with the USPAP reporting requirements of a summary report. The effective date of value of this update is October 1, 2006. The intended use is the same as set forth in the prior report.

The scope of this update included reinspection of the subject property, research into recent market data, and application of the data/analysis to the subject property. Only those items that have materially changed since the prior report are addressed in this report.

The School District has begun grading the property, which has not been reflected in this report. The physical condition was assumed to be a graded superpad, which was the physical condition delivered by the City. The site contains a net buildable area of 241,900 square feet. The off-site access road assumed to be completed in the prior report has now been completed. This road is a fully improved two-lane public street known as Canter Heights Drive. I am aware of no planning or zoning changes relating to the subject property since the prior appraisal was performed. One of the unusual features of this property is that residential use is not permitted. As stated in the prior report, the property was appraised as a civic use site. The parcel has limited visibility and exposure as it is not proximate to any primary arterial.

In order to update the appraisal, research was conducted to find additional comparable sales that have recently occurred. I found no recent sales of comparable land occurring in the immediate subject neighborhood or surrounding competitive areas. While there have been some church/school parcels selling in the county, these occurred in less comparable areas. In the absence of direct comparable

Mr. Rodger Smith  
October 13, 2006  
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sales occurring since the prior appraisal, I have looked to the greater market for residential and commercial land sale price trends (and used the sales from the prior report). The residential market has been trending downward recently due to the softening in this sector. However, commercial land has mostly trended upward in the past few years. The trend over the relatively short period since the prior appraisal (less than one year) cannot be precisely quantified, but longer term increases have been in the range of one to two percent per month based on my recent review of market data. This data includes the sale and resale of a property in the city of San Diego that suggests a one percent per month increase. The subject property was considered to be more aligned with the commercial land market, but is somewhat influenced by residential trends. Based on my investigation, I believe that the value of the subject has increased about one percent per month since December 29, 2005, which I have rounded to 9.0 percent over that period of time.

The prior value conclusion as of December 2005 was \$3,390,000. There is no need to reapply the market data used in the prior report again in this letter; rather, the appreciation adjustment was applied to the prior value conclusion as the basis of this update. Given the appreciation factor of 9.0 percent, my opinion of value as of October 1, 2006, is \$3,695,000 (rounded). This value is subject to the assumptions and limiting conditions contained in the prior report. A certification is attached.

Thank you for this opportunity to be of service. Please feel free to contact me if you have any questions or comments.

Sincerely,

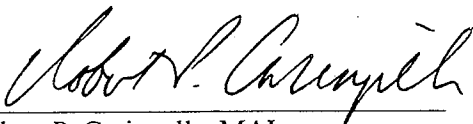


Robert P. Caringella, MAI  
AG003295

**APPRAISER'S CERTIFICATE**

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

1. The statements of fact contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the attached assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in, nor bias with respect to, the property that is the subject of this appraisal report, and no personal interest or bias with respect to the parties involved.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. No one provided significant real property appraisal assistance to the person signing this certification.
9. I have personally inspected the property that is the subject of this report.
10. As of the date of this report, I have completed the continuing education program of the Appraisal Institute and have received certification from the state of California as a Certified General Real Estate Appraiser.



Robert P. Caringella, MAI  
AG003295

October 13, 2006

Date

**EXHIBIT "C"**

**DIAGRAM RE PROPOSED SEWER CONNECTION/EASEMENT**

**EXHIBIT "D"****SUMMARY STATEMENT OF ACQUISITION PROCEDURES FOR PURCHASE OF REAL PROPERTY BY A PUBLIC AGENCY**

The California Relocation Assistance and Real Property Acquisition Guidelines provide that each Owner from whom the District purchases real property or an interest therein, or each tenant owning improvements on said property, be provided with the following information that may or may not be applicable to your property and the proposed acquisition.

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes that are allocable to any period subsequent to the passage of title or possession.
2. The District will offer to purchase any remnant(s) considered by the District to be uneconomic unit(s) that is (are) owned by you or, if applicable, occupied by you as a tenant and that is (are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein, or, if applicable, owned by you as a tenant are being conveyed unless other disposition of these improvements has been made. The interest acquired is a *fee interest*.
4. The amount determined to be just compensation was determined after consideration of an appraisal of the fair market value of the subject property. Such amount:
  - a. Represents the full amount that District established as the amount it believes to be just compensation;
  - b. Is no less than the full amount of District's approved appraisal of fair market value for the property to be purchased;
  - c. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or the likelihood that the property would be acquired for such public improvement, other than due to physical deterioration within the reasonable control of the Owner or occupant; and
  - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits the Owner is entitled to receive under an agreement with District.

If you ultimately elect to reject the offer of the District for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.



October 16, 2006

To: Board Members  
From: Rodger Smith  
Through: Thomas Bishop  
Subject: Board Approval of the Filing of Notice of Completion for PrimeCo Painting, Inc. for Painting of Buildings at Torrey Hills School.

At the completion of a public works project the District is required to file a Notice of Completion. The filing of a Notice of Completion with the San Diego County Recorder represents the close of services on the project. PrimeCo Painting, Inc. has satisfactorily completed their painting of stucco walls, columns and soffits and caulking of all windows and doors at Torrey Hills school.

FISCAL IMPACT: None

RECOMMENDATION: The Superintendent Recommends Board Approval of the Filing of Notice of Completion for PrimeCo Painting, Inc. for Painting of Buildings at Torrey Hills School.

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