

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 01, 2023

4:00 PM - Closed Session (Parkview Conference Room)
5:00 PM - Regular Session
Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1) Christian Garcia (District 3) Michael Morasco (Disctrict 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

How to Watch

The City of Escondido provides three ways to watch a City Council meeting:

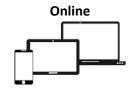
In Person

201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99



www.escondido.org



COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the City Council during a meeting:

In Person

In Writing





Fill out Speaker Slip and Submit to City Clerk

https://escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable to city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION

I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

- a. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit
- Agency Representative: Sean McGlynn, City Manager, or designee
 Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel Bargaining
 Unit
- Agency Representative: Sean McGlynn, City Manager, or designee
 Employee Organization: Escondido Firefighters' Association Safety Personnel and Non-safety
 Personnel Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee
 Employee Organization: Maintenance and Operations Bargaining Unit and Administrative /
 Clerical / Engineering Bargaining Unit,
 Teamsters Local 911
- f. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Police Management Association (Unrecognized) Bargaining Unit



COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

II. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(d)(1))

a. Justin Miller v. City of Escondido; AdminSure, Inc. WCAB No: ADJ15664263; ADJ15664181

III. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)

- a. Property: 272 Via Rancho Pkwy, Escondido (North County Mall)
- b. Agency Negotiator: Sean McGlynn, City Manager, or designee
- c. Negotiating Parties: Steerpoint Capital and affiliates
- d. Under Negotiation: Price and Terms of Ground Lease

IV. <u>CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(2) and (e)(3))</u>

a. Claim of Escondido North, LLC re: Ash Street Subdivision Fee Protest

ADJOURNMENT



COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

REGULAR SESSION

5:00 PM Regular Session Mobilehome Rent Review Board

MOMENT OF REFLECTION

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FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

PRESENTATION

First Aqueduct Structures Rehabilitation Project - San Diego County Water Authority

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) -



COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

377995 – 378217 dated October 18, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

- 3. <u>APPROVAL OF MINUTES: Regular meeting of October 18, 2023</u>
- 4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS -

5. STATE OF CALIFORNIA OPIOID SETTLEMENT FUNDS

Request the City Council adopt Resolution No. 2023-142 authorizing the Mayor to execute, on behalf of the City, the Public Services Agreement with Escondido COMPACT to provide opioid abuse education, prevention, and intervention services; authorizing the Chief of Police to accept annual Opioid Settlement Funds from the State of California; and approving budget adjustments needed to spend settlement funds.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso

a) Resolution No. 2023-142

PUBLIC HEARINGS

6. LONG-FORM MOBILE HOME RENT REVIEW BOARD HEARING FOR EASTWOOD MEADOWS MOBILEHOME PARK (CASE/FILE NO. 0697-20-10336)

Request the City Council, serving as the Mobilehome Rent Review Board, consider the Long-form rent increase application submitted by Eastwood Meadows Mobilehome Park ("Applicant") as well as the Eastwood Meadows Long-Form Rent Increase Analysis and recommendation provided by RSG; approve an increase based on the expert analysis provided by RSG, and if approved, adopt Rent Review Board Resolution No. RRB 2023-145.

Staff Recommendation: Approval (Development Services Department: Chris McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Danielle Lopez, Interim Housing and Neighborhood Services Manager

a) Resolution RRB No. 2023-145



COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

7. TOW COMPANY APPEALS HEARING

Request the City Council approve Resolution Nos. 2023-138 and 2023-139 denying the appeals of Quality East County Inc./Quality Towing East Quality Towing ("Quality Towing") and Tow and Transport Inc./Roadway Towing & Recovery ("Roadway Towing") challenging their non-selection for a City towing contract.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-138

b) Resolution No. 2023-139

CURRENT BUSINESS

8. APPOINTMENT OF AD HOC SUBCOMMITTEE TO ADDRESS THE CITY'S ON-GOING STRUCTURAL DEFICIT

Request the City Council appoint an ad-hoc subcommittee to address City's on-going structural deficit.

Staff Recommendation: Approval (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck

WORKSHOP

9. TRANSPORTATION PRIMER

Request the City Council hold a workshop to discuss transportation in preparation for upcoming local and regional planning efforts.

Staff Recommendation: Receive and File (Development Services Department: Chris McKinney, Interim Development Services Director/ Deputy City Manager and Julie Procopio, City Engineer)

Presenters: Chris McKinney and Julie Procopio

FUTURE AGENDA

10. FUTURE AGENDA

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)



COUNCIL MEETING AGENDA

Wednesday, November 01, 2023

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, www.escondido.org.

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, November 15, 2023 4:00 & 5:00 PM Regular Meeting, *Council Chambers* Wednesday, December 06, 2023 4:00 & 5:00 PM Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.



Consent Item No. 1

November 01, 2023

AFFIDAVITS

<u>OF</u>

ITEM

POSTING-NONE

Item2.



STAFF REPORT

November 01, 2023 File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers:

377995 - 378217 dated October 18, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

The total amount of the warrants for the following periods are as follows:

October 12, 2023 - October 18, 2023 is \$4,395,067.16

BACKGROUND

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

ORAL COMMUNICATIONS

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- Agency Representative: Sean McGlynn, City Manager, or designee
 Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining
 Unit
- Agency Representative: Sean McGlynn, City Manager, or designee
 Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel
 Bargaining Unit
- Agency Representative: Sean McGlynn, City Manager, or designee
 Employee Organization: Escondido Firefighters' Association Safety and Non-safety
 Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Maintenance and Operations Bargaining Unit and Administrative/Clerical/Engineering Bargaining Unit, Teamsters Local 911



COUNCIL MEETING MINUTES

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Mayor White adjourned the meeting at 4:10 p.r	n.
MAYOR	CITY CLERK



COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Jonathan Espino – Informed the City Council about the Original Boxing Foundation.

CONSENT CALENDAR

Motion: Morasco; Second: Martinez; Approved: 5-0

1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)

2. APPROVAL OF WARRANT REGISTER (COUNCIL)

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 377002 377217 dated September 13, 2023
- 377218 377413 dated September 20, 2023
- 377414 377629 dated September 27, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: None



COUNCIL MEETING MINUTES

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

PUBLIC HEARING

PROPOSED WATER, WASTEWATER, AND RECYCLED WATER RATE ADJUSTMENTS

Request the City Council adopt Resolution No. 2023-131, approving a five-year adjusted water, wastewater, and recycled water rates and fees structure to fund future Utilities maintenance and operations, and capital improvements. (File Number 1320-65)

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Interim Director of Utilities)

Presenter: Angela Morrow, Interim Director of Utilities

a) Resolution No. 2023-131

Nicolas Lucia – Expressed opposition to the proposed water rate increases.

Sandra Otteson – Expressed opposition to the proposed water rate increases.

Matthew Roxo – Expressed opposition to the proposed water rate increases.

Edward Grangetto – Expressed opposition to the proposed water rate increases.

Robin Rush – Expressed opposition to the proposed water rate increases.

David Drake – Expressed opposition to the proposed water rate increases and expressed frustration at the San Diego County Water Authority's approach towards water reclamation.

Rick Carey – Expressed opposition to the proposed water rate increases and concern over the San Diego County Water Authority's management of water.

Kimberly Bilman – Expressed opposition to the proposed water rate increases.

Julie Bern – Expressed opposition to the proposed water rate increases.

Barbara Cope – Expressed opposition to the proposed water rate increases.

Yolanda York – Expressed opposition to the proposed water rate increases.

Lily Yates – Expressed opposition to the proposed water rate increases.

Ana Marie Velasco – Expressed opposition to the proposed water rate increases.



COUNCIL MEETING MINUTES

George Clark – Expressed opposition to the proposed water rate increases.

Kerrie Benecke – Expressed opposition to the proposed water rate increases.

Maria Elena Malfavion – Expressed opposition to the proposed water rate increases.

Motion to increase water rates by 8% (January 1,2024), 7.5% (January 1, 2025), 7.5% (January 1, 2026), 6.5% (January 1, 2027), 6.5% (January 1 2028) and increase wastewater rates by 3.5% (January 1, 2024), 5% (July 1, 2024), 5% (July 1, 2025), 4% (July 1, 2026), 4% (July 1, 2026): C. Garcia; Second: Martinez; Approved: 4-1 (White – No)

CURRENT BUSINESS

6. AQUATICS FACILITY PROJECT

Request the City Council to review options for an Aquatic Facility and provide direction to staff on design, construction and financing of the project. (File Number 0600-10; A-3424)

Staff Recommendation: Provide Direction (City Manager's Office: Joanna Axelrod, Deputy City Manager)

Presenters: Joanna Axelrod, Deputy City Manager and Christina Holmes, Director of Finance

Motion to not move forward with the project at this time: J. Garcia; Second: White; Approved: 5-0

FUTURE AGENDA

7. FUTURE AGENDA

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, <u>www.escondido.org</u>.



COUNCIL MEETING MINUTES

ORAL COMMUNICATIONS

Nancy Burian – Expressed (concern over	homelessness in	Escondido.
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ADJOURNMENT

Mayor White adjourned the meeting at 7:05	p.m.	
MAYOR	CITY CLERK	

Item4.



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS -

ANALYSIS

The City Counci/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendized in the Consent Calendar, as well as the full text of all ordinances agendized in either the Introduction and Adoption of Ordinances or General Items sections. This particular consent calendar item requires unanimous approval of the City Council/RRB.

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck City Clerk



STAFF REPORT

November 1, 2023 File Number 0600-10; A-3480

SUBJECT

STATE OF CALIFORNIA OPIOID SETTLEMENT FUNDS

DEPARTMENT

POLICE DEPARTMENT

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-142 authorizing the Mayor to execute, on behalf of the City, the Public Services Agreement with Escondido COMPACT to provide opioid abuse education, prevention, and intervention services; authorizing the Chief of Police to accept annual Opioid Settlement Funds from the State of California; and approving budget adjustments needed to spend settlement funds. Settlement funds will be used to purchase Naloxone and to fund opioid education, prevention, and intervention services.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenters: Edward Varso, Chief of Police

FISCAL ANALYSIS

This project will have no impact on the General Fund Budget. At this time, the State of California has provided \$307,795 for the City of Escondido. According to the State, participating cities and counties receive funding annually, as determined by the relative National Opioid Settlement Agreements. Payment periods vary by settlement and can last up to 18 years. Pending settlements could affect future funding patterns and future drug intervention program recommendations. In the event that that unanticipated funding becomes available to expand the currently proposed opioid education, prevention, and intervention services, staff will provide an update to the City Council.

Naloxone purchases will account for up to 20% of the annual settlement funds. These funds will cover all of the City's Naloxone (Narcan) purchases during the funding period. Opioid abuse education, prevention, and intervention programs will account for approximately 80% of the annual settlement funds, through a Public Service Agreement with Escondido COMPACT, not to exceed \$150,000 per year

PREVIOUS ACTION

No previous action.



STAFF REPORT

BACKGROUND

The State of California has joined national lawsuits against manufacturers, distributors, and other entities responsible for aiding the opioid epidemic. The National Opioids Settlements with pharmaceutical distributors and pharmacies are expected to provide substantial funds for the abatement of the opioid epidemic in California and throughout the United States.

The State has appointed the Department of Health Care Services (DHCS) as the oversight and monitoring entity for funds received through opioid settlements, pursuant to the California State-Subdivision Agreements. The settlement funds allocated to California will be distributed to cities and counties throughout the state. The funds must be utilized towards the opioid related issues, including intervention, prevention and education.

The City of Escondido proposes to use the funding to provide Naloxone (Narcan) to first responders. Public safety personnel will be able to maintain a supply of Narcan in an effort to provide lifesaving medicine for patients suffering from a potential opioid overdose. This product has the ability to prevent death in case of opioid overdose.

The City of Escondido will also use the funding to enhance opioid drug intervention, prevention and educational programs through substance abuse service provider, Escondido COMPACT. The funds will be passed through the City to Escondido COMPACT to educate the City's most vulnerable population. Escondido COMPACT has many years of experience with drug related education, intervention and prevention programs that serve the community. The programs will be expanded to respond to the opioid crisis.

RESOLUTIONS

- A. Resolution No. 2023-142
- B. Resolution No. 2023-142 Exhibit "A"

ATTACHMENTS

A. Attachment "1" – Budget Adjustment

RESOLUTION NO. 2023-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH ESCONDIDO COMPACT TO PROVIDE OPIOID ABUSE EDUCATION, PREVENTION AND INTERVENTION SERVICES; AUTHORIZING THE CHIEF OF POLICE TO ACCEPT ANNUAL OPIOID SETTLEMENT FUNDS FROM THE STATE OF CALIFORNIA; AND APPROVING BUDGET ADJUSTMENTS TO SPEND SETTLEMENT FUNDS

WHEREAS, the City Council authorized the City of Escondido ("City") to enter into various settlement agreements with drug manufacturers and distributors ("National Opioid Settlement") to receive funds for the purpose of abating the effects of opioid drugs in the City's jurisdiction; and

WHEREAS, a condition of receiving the National Opioid Settlement funds is the expenditure on specific drug abatement and remediation activities and programs; and

WHEREAS, the City desires to reduce opioid drug abuse in the community; and

WHEREAS, the Escondido Police Department has designated the National Opioid Settlement funds to address this goal; and

WHEREAS, the National Opioid Settlement funds are made available through the State of California Department of Health Care Services (DHCS); and

WHEREAS, an allowable use of the National Opioid Settlement funds includes contracting with entities such as Escondido COMPACT to provide drug remediation and abatement programs and services.

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

- 1. That the above recitations are true.
- 2. That the City Council authorizes the Mayor to execute, on behalf of the City, the Public Services Agreement with Escondido COMPACT to provide opioid abuse education, prevention, and intervention services, which is attached hereto as Exhibit "A" and incorporated by this reference, subject to final approval as to form by the City Attorney.
- 3. That the City council authorizes the Chief of Police to accept annual National Opioid Settlement Funds from the State of California and approves budget adjustments needed to spend settlement funds.



CITY OF ESCONDIDO PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO

a California municipal corporation

201 N. Broadway Escondido, CA 92025

Attn: Edward Varso, Chief of Police

760-839-4706

("CITY")

And: THE ESCONDIDO EDUCATION COMPACT

a California nonprofit public benefit corporation

dba ESCONDIDO COMPACT

220 S. Broadway Escondido, CA 92025

Attn: Patricia Huerta, Executive Director

760-839-4274 ("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

- 1. <u>Description of Services</u>. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as <u>Attachment "A"</u> and incorporated herein by this reference ("Services").
- 2. <u>Compensation</u>. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of \$150,000 per fiscal year throughout the term of this Agreement, conditional upon available funding. The total contract price of this Agreement shall not exceeed \$750,000. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. This funding is predicated on funding from the State of California Opioid Settlement Funds.
- 3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the

satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

- 4. <u>Termination</u>. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
- City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.

6. Insurance Requirements.

- a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) Commercial General Liability. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) Automobile Liability. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) Workers' Compensation. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) Acceptability of Insurers. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) Additional Insured Status. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later

- edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
- (3) Primary Coverage. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (4) Notice of Cancellation. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
- (5) Subcontractors. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
- (6) Waiver of Subrogation. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
- (7) Self-Insurance. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of selfinsurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of selfinsurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
- (8) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY.
- c. Verification of Coverage. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. Special Risks or Circumstances. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. No Limitation of Obligations. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY

may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.
- 8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
- 9. <u>Attorney's Fees and Costs</u>. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
- Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
- Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
- 12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
- 13. <u>Anti-Waiver Clause</u>. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

- 14. <u>Severability</u>. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
- 15. <u>Governing Law</u>. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
- 16. <u>Counterparts</u>. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
- 17. <u>Provisions Cumulative</u>. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
- 18. <u>Notice</u>. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
- Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
- 20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
- 21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
- 22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR

Resolution No. 2023-142 Exhibit "A" Page 6 of 10

Item5.

agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. <u>Effective Date</u>. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

	CITY OF ESCONDIDO
Date:	Dane White, Mayor
	THE ESCONDIDO EDUCATION COMPACT
Date:	Signature
	Name & Title (please print)
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY MICHAEL R. MCGUINNESS, CITY ATTORNEY	
BY:	

Public Services Agreement (v1)

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

THE ESCONDIDO EDUCATION COMPACT, a California nonprofit public benefit corporation, dba Escondido COMPACT ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with opioid drug prevention services.

Contractor is a unique nonprofit public benefit corporation designed to help at risk youth and community members. Contractor has been promoting youth/student success and career education since 1989. Over the years, Contractor has grown and with the support of the Board of Directors and community partners has expanded its programming with the ongoing focus of servicing at-risk youth and families. Contractor partners with the City, the Chamber of Commerce, various Escondido School Districts (K-12), local businesses, County of San Diego, and the juvenile justice system to provide enriching experiences and intervention and prevention services for all youth and familes who access these programs. Contractor fulfills a valuable role in offering services that their partnering organizations do not have the ability to facilitate. Contractor's decades long partnerships and proven results afford it a unique ability to provide vital services to the City.

While the Contractor's mission is to develop and implement community-wide programs to support education for at risk youth, providing drug prevention, and intervention has been an ongoing provided service to the community.

B. Location

Contractor will provide services at various locations within the City of Escondido including but not limited to 220 S. Broadway, Escondido, CA 92025 and 1163 N. Centre City Parkway, Escondido, CA 92026.

C. Services

1. Prevent Misuse of Opioids Program

Coaltion for Drug-Free Escondido – is a community coalition facilitated by Contractor that implements evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA"). The Coalition for a Drug-Free Escondido ("Coalition") will:

- a. Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies.
- b. Facililtate corrective advertising or affirmative public education campaigns based on evidence.
- c. Create a public education relating to drug disposal.
- d. Engage non-profits and faith-based communities as systems to support prevention.
- e. Provide evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees that have demonstrated effectiveness in preventing drug misuse and in preventing the uptake and use of opioids.

- i. Programs will include evidence-based curriculum created by the Coalition, influenced by curriculum from Florida State Universities, Center for the Study, and Promotion of Communities, Families, and Children, as well as Health and Opioid Prevention Education ("HOPE") from Wright State University's Kinesiology and Health Department. The curriculum will be implemented and presented by a Licensed Substance Use Prevention Counselor (Community Educator). The programs will be presented to middle and high school students and parents in the Escondido Union School District, Escondido Union High School District, and other Escondido schools as requested by the City.
- ii. By the end of each program lesson, participants will be able to understand what opioids are, identify what opioid misuse is, and how it affects an individual's emotions, thoughts, actions, and brain. Participants will also explore the connections between stress and its impact on thoughts, emotions, and behaviors and learn how to identify stressors in their lives, along with recognizing how their well-being is impacted.
- The programs aim to train the educators to continue to answer questions and guide students on the topic of Opioid Use Disorder. The Program Manager and Community Educator will continue to leverage their vast network of school staff (parent liaisons, health technicians, health class teachers, social workers, AVID teachers, and principals/other administrative staff) to reach the county's goal of providing opioid education to all students each year.
- f. Facilitate corrective advertising or affirmative public education campaigns based on evidence.
 - i. Work on posters, flyers and other advertising materials to distribute at presentations, schools, and community events.
 - ii. Staff will also provide media training to youth leaders in the coalition to help them create a campaign directed at youth.
- g. Create a public education campaign related to drug disposal.
 - i. Promote and participate in the biannual prescription drug disposal events in Escondido by partnering with Escondido Police Department and the DEA.
 - ii. Create public education campaign to inform the community about safe storage and disposal of unwanted and unused prescription drugs.
- h. Engage non-profits and faith-based communities as systems to support prevention.
 - i. Engage Drug Free Escondido Coalition members by providing training, updates in trends on OUD.
 - ii. Engage Faith Based Leaders Group hosted by EPD.
 - iii. As a member of the Community Alliance For Escondido (CAFÉ) COMPACT will keep the membership informed on the latest trends in opioid misuse and abuse and safe storage and disposal efforts.
- i. Provide community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
 - i. Host community meetings and forums on OUD and safe storage and disposal of prescription drugs.
 - ii. Host tables or booths at health fairs and other community events to supply resources and education to the community regarding OUD and safe storage and disposal of prescription drugs.
- j. Provide or partner with evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- k. Supprt greater access to mental health services and supports for young people, inclding services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

Staff

- 1. Program Manager As of the Effective Date of this Agreement, Contractor has a Program Manager on staff.
- 2. Community Educator Pursuant to this Agreement, Contractor shall hire a Community Educator to carry out services as described herein. A job description for the Community Educator position is attached to this Scope of Work as **Exhibit 1** and incorporated herein by this reference.

D. Scheduling

Inquiries relating to this Agreement, including coordination with City staff as may be needed, may be directed to Captain Kevin Toth at 760-839-4487 or ktoth@escondido.org. Work shall be performed between the hours of 8 a.m. and 5:30 p.m., Monday through Friday, unless otherwise directed. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The total contract price of this Agreement shall not exceed \$750,000. Contractor shall not be paid more than \$150,000 per fiscal year throughout the term of this Agreement, and is dependent upon the availability of funding through the Opioid Settlement Program. The contract price includes all labor related to Contractor staff time spent on opioid prevention and intervention program operations approved by the City's Chief of Police. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30**, **2028**.

G. Other

Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the funding made available through the State of California's Opioid Settlement funding to the City of Escondido. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

 $Opioid\ Settlement\ Funding-City\ of\ Escondido-EPD$

Offeror: Education COMPACT

POSITION: Community Educator (Bi-lingual)

STATUS: Non Exempt

FTE: .75

DESCRIPTION:

Community Organizer demonstrates competency, knowledge and skill related to alcohol, tobacco, opioid and other drug (ATOD) issues, and outreaches to communities to promote healthy environments, lifestyles and behaviors. Provides expertise in opioid abuse prevention strategies and offers guidance to mobilize and educate people to plan and carry out effective public health-based prevention practices.

JOB KNOWLEDGE/EXPERIENCE:

Substance Use Prevention Counselor License required. Two-years' experience in community organizing among predominately Spanish-speaking low socioeconomic populations, developing, implementing, and evaluating substance abuse prevention programs. Functional knowledge of environmental public health strategies and public policy processes. Ability to identify, establish and manage relationships with community leaders and cultural groups. Familiarity with recruitment and mobilization of young adults. Conduct and prepare analysis of needs assessments and surveys. Experience in small group and large group facilitation. Knowledge of media advocacy desired. Excellent speaking and writing skills, and must have reliable/insured transportation and CA Drivers License. Pre-employment drug test required.

RESPONSIBILITIES:

- Initiates and supports coordination of community-based efforts in developing the process, knowledge, and skills needed to create and implement alcohol, tobacco, opioid and other drug (ATOD) prevention programs and projects.
- Train Drug Free Community Coalition and key individuals to deliver prevention information and facilitate the transfer of prevention technology and knowledge to groups in which they are involved.
- Provide accurate technical support to community-wide prevention initiatives.
- Develop, facilitate, and train youth leaders in community-based opioid, other drugs and alcohol prevention efforts.
- Facilitate a community team approach to reducing individual and environmental risks that influence attitudes and behaviors that lead to ATOD problems.
- Ensure active community member participation and decision-making in the prevention planning process.
- Support coordinated efforts to assess needs and analyze resources.
- Develop research-based strategies to meet the specialized needs and norms of a group or population.
- Demonstrate cultural competency.
- Organize and model positive working relationships between all facets of the community to build the partnerships necessary to achieve the goals and objectives of the organization and prevention projects.
- Provide effective support and documentation for several community-specific and/or issuespecific prevention projects.
- Perform all other duties, as assigned.

Attachment "1"





BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only
Department Contact:	Barbara Marlett	BA#
City Council Meeting Date: (attach staff report)	November 1, 2023	Fiscal Year

EXPLANATION OF REQUEST

Approve Resolution No. 2023-142 and Budget Adjustment to recognize \$378,368 in California Opioid Settlement Funds received to date. Projects funds will be utilized per the restrictions defined in the Settlement Agreement - for opioid related issues, including intervention, prevention and education.

BUDGET ADJUSTMENT INFORMATION

		Amount of	Amount of
Project/Account Description	Account Number	Increase	Decrease
CA Opioid Settlement Funds	CAOPSE-450	\$378,368	

APPROVALS

Docusigned by: Edward T. Varso DC480C7FA65B4BD.	10/25/2023	Christina Holmes	10/25/2023
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

November 1, 2023 File Number 0697-20

SUBJECT

LONG-FORM MOBILEHOME RENT REVIEW BOARD HEARING FOR EASTWOOD MEADOWS MOBILEHOME PARK (CASE/FILE # 0697-20-10336)

DEPARTMENT

Community Development Department, Housing and Neighborhood Services Division

RECOMMENDATION

Request the City Council, serving as the Mobilehome Rent Review Board, consider the Long-form rent increase application submitted by Eastwood Meadows Mobilehome Park ("Applicant") as well as the Eastwood Meadows Long-Form Rent Increase Analysis and recommendation provided by RSG; approve an increase based on the expert analysis provided by RSG, and if approved, adopt Rent Review Board Resolution No. RRB 2023-145.

Staff Recommendation: Approval (Community Development: Chris McKinney)

Presenter: Danielle Lopez, Interim Housing and Neighborhood Services Manager

FISCAL ANALYSIS

Staff time and resources were expended to process the long-form application. Staff reviewed the application, evaluated the mobilehome park for code violations and conducted public outreach with the affected park residents, park manager and owners. Consultant fees were paid for by the mobilehome park. No additional fiscal impact was incurred by the City.

PREVIOUS ACTION

On June 6, 2018 a short-form application was received and approved, based on 75% of inflation between 2015 and 2017 (\$17.58 on avg)

BACKGROUND



STAFF REPORT

On June 8, 1988, the Escondido residents voted to approve Proposition K to enact Mobilehome Rent Control in the City of Escondido ("City"). Under Proposition K, if a park owner wants to increase the rent on a mobilehome rent control space, they must file an application with the City and obtain approval from the Mobilehome Park Rent Review Board ("Board"). This Board is an independent body comprised of the City of Escondido Councilmembers.

At a public hearing, eleven nonexclusive factors are considered: (1) changes in the Consumer Price Index ("CPI"); (2) the rent charged for comparable mobilehome spaces in Escondido; (3) the length of time since the last rent increase; (4) the cost of any capital improvements related to the spaces at issue; (5) changes in property taxes; (6) changes in any rent paid by the park owner for the land; (7) changes in utility charges; (8) changes in operating and maintenance expenses; (9) the need for repairs other than for ordinary wear and tear; (10) the amount and quality of services provided to the affected tenant; and (11) any lawful existing lease. (Escondido Municipal Code section 29-104(g)). Over time, this application became known as the "Long-form" application.

This is a hearing of an application for a rent increase from Eastwood Meadows Mobilehome Park ("Eastwood Meadows" or "Park"). The Board is asked to accept this report and attachments, hear public testimony, and make a determination concerning the rent increase request in accordance with the factors set forth in the Escondido Mobilehome Rent Control Ordinance, Article V of Chapter 29 of the Escondido Municipal Code (the "Ordinance") and the Mobilehome Rent Review Board Guidelines.

THE RENT INCREASE APPLICATION:

Eastwood Meadows Mobilehome Park ("Park"), is an all-age Park, located at 2550 East Valley Parkway. The Park has a total of 129 spaces with 115 spaces subject to rent control. The Park is requesting an increase for 105 rent-controlled spaces. The Applicant is not requesting a rent increase for the remaining 10 rent-controlled spaces – 9 of which are currently charged rents of \$890.00 or more and 1 of which is occupied by a park-owned mobilehome. The Park's amenities include a recreation building with an office, exercise room, and kitchen; a laundry building with coin-operated washing machines and dryers; a car wash area; a swimming pool; and a playground.

Eastwood Meadows Mobilehome Park Submitted a long-form application on September 17, 2021. On August 28, 2023, City staff received the final revised version of the original application. (Attachment "1") The Park is requesting a rent increase ranging from \$12.23 to \$200.00 per month. In the Application, the Applicant proposes to increase rents for 105 of the 129 spaces in the Park. The Applicant's proposed monthly rent increase varies by space and is equal to the lesser of (a) \$200.00 or (b) the amount needed to increase the rent to \$890.00.

After analysis of the 11 factors to be considered by the Board in determining just, fair, and reasonable rent increases, pursuant to Section 29-104(g) of the Ordinance, and based on the Maintenance of Net



STAFF REPORT

Operating Income ("MNOI") methodology, RSG calculates a just, fair, and reasonable permanent rent increase of \$34.48 per month.

In addition to a \$34.48 permanent rent increase, RSG determined and that a temporary rent increase is warranted to reimburse the Applicant for \$199,430.00 of 2021 capital improvement expenditures related to asphalt resurfacing, sealing, and re-striping. Pursuant to Section 29-104(h) of the Ordinance and Section 8(b) of the Guidelines, any capital improvement expenditure must be amortized based on the expected life of the improvement based on standard depreciation tables used to determine tax deductions. Based on the U.S. Internal Revenue Service ("IRS") Publication 946, which details how to depreciate property for income tax purposes, RSG determined that an appropriate amortization period for road improvements is 15 years. Additionally, Section 29-104(h) of the Ordinance states that amortization of the cost of the improvement should include interest. RSG assumed that a reasonable interest rate to apply to the capital improvement expenditures in the Application would be the 30-year fixed interest rate on home mortgages as of the date of the submission of the Original Application on September 17, 2021, which was 2.86%. The total amount of principal and interest owed on \$199,430.00 at 2.86% over 15 years is a total of \$245,490.96, or \$16,366.06 per year, which is equal to \$10.57 per space per month for 15 years. Note that the calculation accounts for all 129 spaces in the Park even though the Board has the authority to approve rent increases for only the 115 rent-controlled spaces. The Applicant has the right to recover the remaining reimbursable amount from the 14 spaces that are not subject to rent control via the lease agreements that the Applicant has with each of those households. Assuming the Applicant provides the required 90-day notice of this capital improvement rent increase on December 1, 2023, the capital improvement rent increase would be collected over the period of March 2024 to February 2039

TIMELINE:

Initially, the Applicant submitted a short-form application to the City in 2021. However, City staff ultimately determined that the Applicant was not eligible for the short-form application process, because rents for several spaces in the Park had been increased beyond the allowable 8% following in-place transfers.

The Applicant first filed the long-form application on September 17, 2021. The length of time from the submission of the Original Application on September 17, 2021 to the Board hearing on the Application on November 1, 2023 is 2 years and 45 days, or 775 days. A detailed breakdown of the 775 days, based on RSG's and City records is provided. (Attachment 2).

City staff mailed a letter on September 19, 2023, notifying the affected park residents of the application, proposed rent increase, upcoming residential meeting, and public hearing date (Attachment 3).

The Eastwood Meadows Park long-form application was available for review at the park's office, Housing & Neighborhood Services Division's counter at City Hall and the City's website. City staff elected



STAFF REPORT

to post the application online on the Housing & Neighborhood's website to promote transparency and remove potential barriers to access.

City staff delivered a notice to residents on October 20, 2023, again informing them of the November 1, 2023 City Council Meeting (Attachment "4").

EXPERT ANALYSIS:

There have been few long-form hearings in Escondido, as most park owners have taken advantage of the voluntary "short form" process provided in the City's mobilehome park regulations. For several previous long-form rent increase applications, the City retained Dr. Kenneth Baar to provide an expert analysis of each application pursuant to the criteria set forth in the Ordinance. To calculate the just, fair, and reasonable rent increases for each of those applications, Dr. Baar used the Maintenance of Net Operating Income ("MNOI") methodology. In his report for the last long-form application processed by the City for the Sundance Mobilehome Park in 2016, Dr. Baar stated the following about the MNOI methodology: "Since the mid-1990's, the Escondido Rent Board has usually used an MNOI standard in order to determine allowable rents and the courts have upheld the use of this type of standard. Under the MNOI standard, park owners have a right to rent increases that cover operating cost increases and provide growth in net operating income indexed by an inflation factor." Additionally, Dr. Baar states, "While the Escondido ordinance does not set forth a specific fair return standard, the criteria set forth in the Escondido ordinance support the use of an MNOI standard. A prominent commonality among the criteria is that they relate to increases in park operating expenses and inflation (the Consumer Price Index), factors which are central under the MNOI standard."

For this long-form application, City staff have contracted with RSG, a local redevelopment and community development consulting firm, to provide an expert analysis of the park owner's application pursuant to the criteria for evaluation of a fair return which are set forth in the Ordinance. For over 40 years, RSG has been a leading redevelopment and community development consulting firm, working with well over 100 cities and counties each year, to build and implement strategies around housing, economic development, real estate, and fiscal health. City staff requested that RSG continue the use of the MNOI methodology to calculate the just, fair, and reasonable rent increase for this Application. A detailed explanation of this methodology and the resulting recommended increase can be found in RSG's Eastwood Meadows Long-Form Rent Increase Analysis attached (Attachment "5").

RESIDENT MEETING AND COMMENTS:

Individual notices were sent to each affected resident on September 19, 2023 notifying them of the rent increase application, the resident meeting, scheduled at the Park's clubhouse on October 9, 2023, and the hearing date. Code Compliance staff was present to answer any questions at the meeting and conducted the lighting inspection after. Sixty-Nine residents, Park management, and City staff attended the resident



CITY of ESCONDIDO

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meeting. The application, recommendation, and long-form hearing procedures were discussed with the residents in attendance. No resident representative was identified. No code issues were reported during the resident meeting. However, several residents expressed concerns over security, road conditions from the current SDG&E meter installation project, overall maintenance, and increased utility costs. Management and the residents were encouraged to meet to discuss conditions at the park and resolve any management issues regarding individual spaces.

CODE ENFORCEMENT INSPECTION:

On October 10, 2023, an inspection of the common areas of the Park was performed by the Code Compliance Division, Housing and Neighborhood Services Manager, and Park management. There were seven general park violations and no lighting violations found. A copy of the Code Report ("Report") is attached (Attachment "6"). The owner and resident manager received a copy of the Report. No rent increase may take effect until all code violations are corrected. As of October 20, 2023, all violations were corrected.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and effected residents immediately upon adoption of the Resolution. Park owners and management must give a 90-day notice of any rent increase to affected residents upon the adoption of the Resolution.

RESOLUTIONS

a. RRB Resolution No. 2023-145

ATTACHMENTS

- a. Attachment "1" Eastwood Meadows Application
- b. Attachment "2" Application Timeline
- c. Attachment "3" Resident Long-Form Letter Notification
- d. Attachment "4" 10-Day Public Hearing Notice



CITY of ESCONDIDO

STAFF REPORT

- e. Attachment "5" RSG's Eastwood Meadows Long-Form Rent Increase Analysis
- f. Attachment "6" Code Compliance Inspection and letter clearing violations

RESOLUTION NO. RRB 2023-145

A RESOLUTION OF THE CITY COUNCIL/ MOBILEHOME RENT REVIEW BOARD OF THE CITY OF ESCONDIDO, CALIFORNIA AUTHORIZING A RENT INCREASE FOR EASTWOOD MEADOWS MOBILEHOME PARK (File Number: 0697-20-10336)

WHEREAS Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a long-form rent increase application was filed on September 17, 2021 ("Application") by Bessire & Casenhsier, Inc., the owner of the rental spaces in Eastwood Meadows Mobilehome Park ("Park"). Eastwood Meadows is an all-age park located at 2550 E. Valley Pkwy, Escondido; and

WHEREAS, the application was deemed complete by City staff on August 28, 2023; and

WHEREAS, this is the fourteenth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by Board Resolution No. RRB 2018-06 on June 6, 2018, for an increase of 3.57% which amounted to an average increase of \$17.58 per space, per month; and

WHEREAS, the application stated the average monthly rent per affected space was \$671.10 for the 105 spaces requested for a rent increase. The Park requested varied monthly rent increases by space equal to the lesser of (a) \$200.00 or (b) the amount needed to increase the rent to \$890.00; and

WHEREAS, the City staff have contracted with RSG, a local redevelopment and community development consulting firm, to provide an expert analysis of the park owner's application pursuant to the criteria for evaluation of a fair return which are set forth in the Ordinance; and

WHEREAS, after analysis of the 11 factors to be considered by the Board in determining just, fair, and reasonable rent increases, pursuant to Section 29-104(g) of the Ordinance, and based on the MNOI methodology, RSG calculates a just, fair, and reasonable permanent rent increase of \$34.48 per month for the 105 spaces included in the application and a temporary rent increase for capital improvements of \$10.47 for a period of 15 years for the 115 rent-controlled spaces in the park; and

WHEREAS, a notice of the Park's application was mailed to all affected homeowners on September 19, 2023. Notice of the time, date, and place of the rent hearing before the Board was mailed to the Park and to all affected tenants on October 23, 2023; and

WHEREAS, on October 10, a Mobilehome Park Rent Review Code Compliance Inspection Report ("Inspection Report") was completed. The Inspection Report noted seven general park violations and no park lighting violation; and

WHEREAS, on October 20, 2023 Code Compliance completed a reinspection and all violations were cleared; and

WHEREAS, on November 1, 2023, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, the Residents Representative, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties

and staff, the Board voted to grant a permanent rent increase of \$34.48 per space, per month, for the 105 spaces included in the application and a temporary rent increase for capital improvements of \$10.47 for a period of 15 years for the 115 rent-controlled spaces in the park.

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

- 1. That the above recitations are true.
- 2. That the City Council finds that the Eastwood Meadows Mobilehome Park long-form application is consistent with the Guidelines, and approves the rent increase recommended by RSG.

CITY OF ESCONDIDO

LONG-FORM

MOBILEHOME PARK APPLICATION FOR SPACE RENT INCREASE



201 NORTH BROADWAY ESCONDIDO, CALIFORNIA 92025-2798

> Phone: (760) 839-6265 Fax: (760) 839-4313

City of Escondido

LONG FORM

MOBILEHOME RENT REVIEW APPLICATION

SUMMARY OF DOCUMENTS INCLUDED

- 1. THE RENT REVIEW PROCESS (2 pages)
- 2. INSTRUCTIONS FOR LONG-FORM RENT INCREASE APPLICATION (4 pages)
- 3. RENT INCREASE APPLICATION CHECKLIST (1 page)
- 4. LONG-FORM APPLICATION FOR MOBILE HOME SPACE RENT INCREASE (13 pages)

DOCUMENTS AVAILABLE ON CITY OF ESCONDIDO WEBSITE

(http://www.escondido.org/mobilehome-rent-control-administration.aspx)

- 1. AN ORDINANCE OF THE CITY OF ESCONDIDO ESTABLISHING MOBILEHOME RENT CONTROL "a.k.a. Proposition K" (4 pages)
- 2. MOBILEHOME RENT REVIEW BOARD GUIDELINES (12 pages)

SUBMITTAL REQUIREMENTS

The long-form application for space rent increase must be submitted to The Mobilehome Rent Review Board, c/o Housing Division, Attn: Belinda Rojas, (760-839-6265) and shall include an original and five (5) copies of the complete application (including all items listed on the enclosed RENT INCREASE APPLICATION CHECKLIST - #3 above.)

CITY OF ESCONDIDO

THE RENT REVIEW PROCESS

STAFF REVIEW

• Staff receives the application from a mobile home park owner and checks it for completeness. Staff may request further information from the park owner if the application is lacking necessary information.

DETERMINING THE APPLICATION COMPLETE

An application is complete when City staff determines that the owner has provided adequate information/documentation to support claims made in the application so as to permit the Rent Review Board to judge the merits of the requested increase. Determination that an application is complete shall not constitute agreement by staff that the increase is justified.

• Staff has 30 days from the time the application is submitted to determine whether it is complete. Where additional information is requested, the 30-day time period to evaluate the completeness of the application begins the date such new information is received.

RESIDENT RESPONSE

- After the application is determined complete, all residents affected by the rent increase application
 are sent a letter from the City stating that the application is complete and that residents have 30
 days to submit responses.
- Responses should address the application specifically and should not address individual
 complaints or problems that a resident has with his/her space or coach*. Responses can be written
 by individuals or groups. They should be printed neatly or typed and mailed to: Belinda Rojas,
 City of Escondido, Housing and Neighborhood Services Division, 201 North Broadway,
 Escondido, CA 92025.

*Individual complaints concerning landlord/tenant issues may be directed to Legal Aide Society of San Diego, INC, 1-844-449-3500. Code Enforcement complaints may be filed in writing or online (http://www.escondido.org/code-enforcement.aspx), 760-838-4650. Inquiries concerning the rent review process should be made in writing to Belinda Rojas at the above address, by email at brojas@escondido.org, or by telephone 760-839-6265.

RENT REVIEW BOARD HEARING

- Within 60 days of the date the application is determined complete (but not before the resident response period is over,) a hearing will be held. All affected parties are notified at least 10 days before the hearing of its date and time.
- Before the hearing, the Rent Review Board is provided with a copy of the rent increaseapplication, all the resident responses and the staff report which summarizes both parties' positions and analyzes the application according to the guidelines set forth in the ordinance.
- At the hearing, the Board will first hear staff's report, then testimony from the owner and any representatives, then finally testimony from the resident representative(s). Testimony from the owner and residents will be under the following time limits: 15 minutes for the first representative and then 3 minutes for every representative after for each side. Once all testimony has been heard, the Board will commence its deliberations. The Board may, at its own initiative, request additional input from the applicant or residents to assist it in reaching its decision.
- Within one week of the close of the hearing, all affected parties will be notified of the Board's
 action by mail. If the Board's decision is to grant an increase in rent, the earliest possible date that
 an increase could take effect is 90 days from the date the owner gives written 90-day noticesto
 affected residents (California Civil Code 798.30.) The owner may send this notice out as earlyas
 the same day the increase resolution is adopted by the Board.

CITY OF ESCONDIDO

INSTRUCTIONS FOR RENT REVIEW APPLICATION

These instructions are to assist you in successfully completing your rent review application.

GENERAL INSTRUCTIONS:

- 1. Type or print clearly in black ink on all application forms. Please complete all sections.
- 2. Attach additional pages as needed using <u>only</u> 8.5" x 11" letter size paper. Be sure to identify the name of the mobile home park on all attachments. Once your application is complete, **please number the pages**.
- 3. Except for financial statements, application pages may not be substituted with other forms of documentation (although they may be supplemented if the applicant feels it is necessary.) You may submit any type of park balance sheet and revenue and expense statements as long as they provide details comparable to the City's forms and request for background information.
 - 4. Provide one (1) original and five (5) copies of the entire application. Please remember to number the pages of your completed application before copying.

Criteria from Rent Protection Ordinance

The Rent Protection Ordinance contains 11 criteria on which the Rent Review Board may base their decision. Please address each of the 11 criteria from the Ordinance, Section 4(g) that applies to your request. There is space at the end of this section to list additional reasons you may wish the Board to consider. A copy of the Ordinance can be found on the City website (http://www.escondido.org/mobilehome-rent-control-administration.aspx).

Mobilehome Park Space Rent Sheets

This section shows rental amounts for each space affected by the application, since the date of the last increase (or the rollback date if no rent review hearing has been held.) Please read the instructions on this page carefully and be sure to include the totals in the appropriate boxes. If the last increase was granted more than three years ago, use additional page(s) to list rents for all years since the last increase.

Long-term Lease Space Rent Sheets

This section only documents current rents for spaces on long-term leases only. Please be sure to read the instructions carefully and include totals and averages in the appropriate boxes.

Park-Rental Rent Sheets

This section only documents current rents for spaces where both the coach and space are leased to the tenant by the Park. Please be sure to read the instructions carefully and include totals and averages in the appropriate boxes.

Revenue and Expense Statements

Please show balance sheet information and revenue and operating expense data taken from actual park records for each year since the last rent increase application was deemed complete. If the application is submitted during your fiscal year, please include partial year to date

Property tax bills must be submitted for each year since the last increase.

Copies of income tax statements to document expenses are requested, but not required.

Where sums differ substantially from one year to another for items such as unusual repairs, onetime only expenses, large item expenses (i.e., insurance, rent on land, etc.) or operating expenses, verifiable records may be required. Documentation may include cancelled checks and their associated billing statements. If cancelled checks are submitted, a cancellation mark from the bank must be shown. Check faces or associated billing statements should identify the expense.

Owner's Affidavit

This form must be signed by the park owner and notarized, attesting to the accuracy of the submitted information.

5. All applications must include four (5) sets of self-adhesive address labels* addressed to park residents affected by the proposed increase, including park name, address, and space number.

Example:

John Doe Escondido Mobile Estates 200000 Washington, Space 1 Escondido, CA 92025

^{*}Be sure to include labels with the park owner's name and address and/or his/her representative on the sets of self-adhesive labels.

APPLICATION FEE:

The application fee to submit an application for a rent increase is \$2,000.00. (Resolution No. 2015-26)

The applicant shall be required to deposit the sum of \$5,800 at the time of filing the application with the City. This amount will be used to reimburse the City for costs associated with evaluation of the application and preparation of information regarding the rate of return for the park under criteria established by the Board and to defray the costs of any supplementary work which may be required to insure that the application is complete. This deposit will also be available to pay for analysis of any claims set forth in the application or materials supplied to substantiate claims made in the application to determine their validity and veracity.

Where the deposit is exhausted prior to completion of the review of the rent increase application, no further work on the application shall be conducted until additional amounts are deposited, as the Rent Review Board may deem appropriate.

Please make check payable to the City of Escondido.

REVIEW:

Upon receipt of the application, the City has 30 days to determine if the application is complete. If it is not complete, further information will be requested from the applicant. When the application is complete, the applicant will be notified. For further details of the application process, please see the attached sheet which outlines the rent review process. We have also included a copy of the Rent Review Board Guidelines for you to reference.

The application and all supporting documents should be delivered to:

City of Escondido
Mobile Home Rent Control Administration
c/o Housing and Neighborhood Services Division
201 North Broadway
Escondido, CA 92025

Attention: Belinda Rojas

If you have any questions, please call Belinda Rojas, Housing and Neighborhood Services Division, (760) 839-6265

CITY OF ESCONDIDO

Rent Increase Application Checklist

This list will assist you in making sure you have completed the minimum requirements for submitting a rent increase application.

	Ownership/Representative information completed on first page of application
	Utility Structure grid and amenities and hours of operation worksheet completed
	The appropriate criteria have been addressed on the Rent Review Criteria forms
	Affected space rent worksheets
	Long-term lease space rent worksheets
	Park-rental rent worksheets
	Financial Statements (balance sheet and revenue and expense information for each year since last rent increase)
	Property Tax statements for each year since the last rent increase
	All applicable back-up information/documentation
	Owner's Affidavit signed and notarized
	Five sets of address labels
····	Five copies of your completed package plus the original
	Application fee and deposit enclosed

CITY OF ESCONDIDO 201 North Broadway Escondido, CA 92025-2798 (760) 839-6265

APPLICATION FOR MOBILE HOME SPACE RENT INCREASE

Park Name	Eastwood Meadows			Telephone	(760) 747 - 5437
Address	2550 E. Valley Parkway, Escondido, CA 92027				
OwnerBess	Bessire & Casenhsier, Inc.			Telephone	(909) 594-0501
Address	430	S. San Dimas Ave., S	an Dimas, C	CA 91773	
Representative	Kei	th Casenhiser		Telephone_	(909) 594-0501
				Email keith@	bessire-casenhiser.com
Address	430	S. San Dimas Ave., S	an Dimas, C	A 91773	
	(If other than own	ner; all City corresponde	nce will be ada	lressed to this pe	erson)
Number of spaces in	n park <u>129</u>	Number of space	es affected b	y the propose	d increase 105
Year park opened_	1971	Date of ownersh	ip	Janu	ary 11, 1971
Indicate number of	spaces occupied b	py:			
Triple-wide	0	Double-wide	119	Single-wie	de
How many are affect	eted by the propos	sed increase?			
Triple-wide	0	Double-wide	101	Single-wid	de4
additional pages if n 129 homesites, all a	nore space is need ge community, red g, one car wash ar	creation building with rea, swimming pool, a	office, exer	cise room, ki	- /
		ome, and 2 spaces rec	ceive City or	HUD subsid	ies.
		from local rent contro			

UTILITY STRUCTURE

Please check the appropriate space for each utility.

	ELECTRICITY	<u>GAS</u>	<u>WATER</u>	<u>SEWER</u>	<u>TRASH</u>	<u>TV</u>
Tenants pay directly to the utility company						
Tenants are billed by the park based on their individual meter readings	X	Х	X	X	<u> </u>	
The cost of the utility is included in the base rent			X			

AMENITIES AND HOURS OF OPERATION

Please indicate applicable amenities and note days and hours of operation if appropriate:

Amenities	Yes	No	*Days/Hours of Operation
1. *Business Office	(<u>X</u>)	()	7:30 a.m 12:00 p.m.
2. *Clubhouse Clubhouse furnished	(x) (x)	()	7 days a week - 9:00 a.m 9:00 p.m.
3. *Pool	(X)	() Poo	7 days a week - 9:00 a.m 9:00 p.m. 1 pool and 1 child waiting pool 1 pool Size 40x16 & 8x20 3.5ft to 6ft.
Heated Pool Furniture	(X) (X)	()	Months: _April - November
4. *Recreation Equipment Identify	(X)	()	Exercise room
5. *Shuffleboard Courts	()	(X)	
6. *Playground Equipment IdentifySlide, ladder to climb	(X), and Treehouse.	()	
7. *Tennis Court(s)	()	(x)	A

AMENITIES AND HOURS OF OPERATION (CONTINUED)

	Yes	Λ	lo .	Comments
8. *Laundry Room Number of washers Cost per load Number of Dryers3 Cost per load		()	
9. Guest Parking	(x)	()	
Number of Spa	aces9		•8	
10. RV Storage	(X)	()	
Number of spa	ces8			
Fee to use	(x)	()	
Amount per me	onth\$55			
Security?	Yes			
Area Lighted:	(X)	()	
11. Access to public transpo	rtation:(X)	()	Escondido Transit Bus
Blocks/Miles _	Less than a block			
12. Convenience to major sh	opping			Grocery store, CVS, Restaurants
Blocks/Miles _	2 Blocks			
13. Senior Park	()	(X	()	·
Services Offere	ed by Park Owner			
14. Resident Organization	()	(X	1)	
If yes, name &	unit number of re	epres	entativ	re

EXAMPLE

CALCULATIONS FOR FIGURING AFFECTS OF CPI ON RENTS

Last Increase was granted June 2010 based on December 2010 CPI data.

Current average base rent \$ 400.00

CPI for June 2015 = 267.346 CPI for December 2010= 246.686

Calculating the Change in CPI Since January 1, 2005 for Various Percentages:

100%:	(267.346 - 246.686) / 246.686 = 0.08375	or 8.37	75%	
<i>75%:</i>	(267.346 – 246.686) / 246.686 x 0.75	0.06281	or	6.281%
60%:	(267.346 - 246.686) / 246.686 x 0.60	0.05025	or	5.025%
<i>50%</i> :	(267.346 – 246.686) / 246.686 x 0.50	0.04188or	4.18	88 %

Calculating New Base Rent Amount Based on Various Percentages of CPI:

<i>100%</i> :	\$400.00 x	8.375% =	\$33.50 +	\$400.00 =	\$433.50
<i>75%:</i>	\$400.00 x	6.281% =	\$25.13 +	\$400.00 =	\$425.13
60%:	\$400.00 x	5.025% =	\$20.10 +	\$400.00 =	\$420.10
<i>50%:</i>	\$400.00 x	4.188% =	\$16.75 +	\$400.00 =	\$416.75

RENT REVIEW CRITERIA

Explain reasons for requesting a rent increase using the criteria set forth in the Rent Protection Ordinance as a guideline. Provide any other information you wish the Board to consider. Attach additional pages if more space is needed. Put N/A if not applicable for a given criteria.

1. Changes in the Consumer Price index (CPI) for all urban consumers in San Diego Metropolitan Area published by the Bureau of Labor Statistics. CPI-U index figures from 1999 to the present are:

Year	1st Half	2nd Half
1999	171.7	173.9
2000	179.8	185.8
2001	190.1	192.4
2002	195.7	200.0
2003	203.8	206.7
2004	211.4	214.3
2005	218.3	222.9
2006	226.7	229.6
2007	231.870	234.772
2008	242.440	242.185
2009	240.885	243.655
2010	244.242	246.686
2011	252.451	253.368
2012	256.637	257.285
2013	258.955	261.679
2014	265.251	265.039
2015	267.346	271.526

Last increase approved in October 2018 was based on the last half of 2017 CPI. CPI increase since then is 13.865%. See attachment 1

Rents averages range from \$481 per month to \$1,012 per month. See attachment 2

3. The length of time since either the last long-form hearing and final determination by the Board on a rent increase application or the last increase if no previous rent increase application has been made. (Information should be included for the period since last application was determined complete as per guidelines adopted by RRB Resolution 94-12.)

Last short form increase granted in October 2018.

4.	The completion of any capital improvements or rehabilitation work related to the mobilehome space or
	spaces specified in the rent increase application and the cost thereof, including materials, labor,
	construction, interest, permit fees, and other items as the Board deems appropriate. Please provide a
	schedule of capital improvements since acquisition, including date of improvements, amounts and
	descriptions. In addition, please provide a schedule of capital assets retired, including dates, sale prices
	(if applicable) and descriptions. See definition and examples of capital improvements in the Rent Review
	Board Guidelines, page 3, Section B (copy attached.) Please submit copies of receipts, cancelledchecks,
	with supporting documents to verify work performed. For proposed work, please include bids.

202	21 Street Work - \$199,430
5.	Changes in property taxes or other taxes related to the subject mobilehome park. Please include property tax bills for all years since the last increase.
2017	7 Property Taxes - \$18,339,93
2021	Property Taxes - \$111,522.69
The	land was sold in late 2018. Prop 10 tax increase was applied - Supplemental bills paid in 2019.
See.	attachment 3
N/A	is located. — Minimal increase.
7.	Changes in the utility charges for the subject mobilehome park paid by the applicant and the extent, if any, of reimbursement from the tenants.
Wat	er - 2017 \$16,921.16
Wat	er – 2021 \$78,224.02
Drai	natically - See operating statements attached.
	9

8.	Changes in reasonable operating and maintenance expenses. Please document.
Othe	r than paving, operating, and maintenance cost have been fairly stable. \$199,430 for street work in 2021
8	
\$ 1	
-	
-	
9.	The need for repairs caused by circumstances other than ordinary wear and tear. Please document.
X7/4	
N/A	
10.	The amount and quality of amenities provided by the applicant to the affected resident(s.)
Rec	reation building, office, exercise room, kitchen, laundry building, car wash area, swimming pool,
play	ground is in good condition.
11.	Any existing written lease lawfully entered into between the applicant and the affected resident(s.)
Evie	ting leases are listed on a separate sheet attached. Long-term leases are no longer being offered.
LiA15	ung leases are fisted off a separate sheet attached. Long-term leases are no longer being offered.
-	
	ADDITIONAL INFORMATION TO INCLUDE
12.	Acquisition date of the park and purchase price (if traded, please give assigned value,
	amount, rate and term.)
N/A	
0	
() 	
13.	Purchase terms for the park - cash down, debt assumed (amount, interest rate and term.)
N/A	
100	

14. N/A	Amount of purchase money borrowed, interest rate and term.
15. N/A	Current depreciation schedule, including item description, date of acquisition, cost, depreciation method, estimated useful life, depreciation taken and depreciation for the current year.
16. None	Current outstanding long-term debt, including balance, interest.
17.	Annual income statements from 1986 (or date of last complete long-form application) to the present.
Attac	shed #4
18.	The Board considers all these factors in addition to any other factors it considers relevant. You may address other factors you wish the Board to consider below or add additional sheets as necessary.
	hment 5 is a Real Estate Appraisal Report done in 2020. It concludes a market rent value of \$1,270 per a for Eastwood Meadows. Our current average rent is \$671.10 and our top rent is \$961.20. Our
	cation requests up to a \$200.00 per month increase with no affected space going above \$890.00.
арула	adon requests up to a \$200.00 per month increase with no affected space going above \$650.00.

SPACE RENTALS

Complete for all spaces affected by Proposed Increase:

Date of last increase: October 2018

<u>DIRECTIONS</u>: 1. List the monthly space rent collected for all affected spaces at the date the last increasewas granted. 2. If spaces have been added due to termination of long-term leases or space rents have been raised during a calendar year since the last increase was granted, list the <u>highest rent</u> paid for each space during that calendar year. If the last increase was granted more than three years ago, use additional pages as needed. This sheet may be duplicated as necessary.

	Rent in	Rent in			
	4/2018	Oct 2018 3.57%	Current Rent	Requested Increase(\$)	Requested New Rent
Total for	4/2016	2018 3.37%	Reint	Increase(5)	New Rent
All Spaces:	į	1			
Space No.		<u> </u>			
#1 PEREZ	643.86	666.84	666.84	200.00	866.84
#2 AGILAR	663.69	687.38	890.00	0.00	890.00
#3 RISTIC	387.56	401.39	401.39	200.00	601.39
#4 RIOS	735.87	735.87	787.18	102.82	890.00
#5 SILVIA*	712.30	712.30	852.14	5 YR LEASE	N/A
#6 WRIGHT	381.73	395.35	395.35	200.00	595.35
#7 SANCHEZ	711.55	711.55	758.89	131.11	890.00
#8 COATES	535.53	554.64	554.64	200.00	754.64
#9 MCCLINTOCK	367.20	380.30	380.30	200.00	580.30
#10 STEPHENS	579.85	600.55	600.55	200.00	800.55
#11 SOTO	686.60	686.60	705.48	184.52	890.00
#12 VELAZQUEZ	508.43	526.58	526.58	200.00	726.58
#13 GUERRERO	686.60	686.60	733.97	156.03	890.00
#14 RULIEN	560.15	580.14	580.14	200.00	780.14
#15 SANCHEZ	530.60	549.54	890.00	0.00	890.00
#16 TORRES	367.20	380.30	380.30	200.00	580.30
#17 SORIA	653.70	677.03	677.03	200.00	877.03
#18 SYMONS*	323.60	335.15	958.18	5 YR LEASE	N/A
#19 YOUNG	686.63	686.63	734.50	155.50	890.00
#20 SANCHEZ	694.33	694.33	801.91	88.09	890.00
#21 KENNETH	368.70	381.86	381.86	200.00	581.86
#22 ABBEY	383.23	396.91	396.91	200.00	596.91
#23 RUDAT	508.43	526.58	526.58	200.00	726.58
#24 CASTANEDA	689.98	689.98	727.38	162.62	890.00
‡25 DEMARA	620.80	620.80	868.61	21.39	890.00
#26 TAYLOR	594.61	615.83	615.83	200.00	815.83
#27 VERDUZCA	700.60	700.60	742.08	147.92	890.00
#28 MERENO	679.27	703.51	703.51	186.49	890.00

	Rent in	Rent in	CurrentDent	Doguented	DegrandadNew
	4/2018	Oct 2018 3.57%	CurrentRent	Requested Increase(\$)	RequestedNew Rent
Total for					
All Spaces:					
#29 HOPKINS	365.74	378.79	890.00	0.00	890.00
#30 ROMERO	686.94	686.94	705.83	184.14	890.00
#31 WARTS	508.43	526.58	526.58	200.00	726.58
#32 LLAMAS	681.27	681.27	728.27	161.73	890.00
#33 BAUTISTA	701.01	701.01	840.00	50.00	890.00
#34 JONES	730.00	730.00	812.28	77.72	890.00
#35 MARTINEZ	629.10	651.55	651.55	200.00	851.55
#36 SANCHEZ	528.13	546.98	546.98	200.00	746.98
#37 RAVALCABA	681.27	681.27	718.20	171.80	890.00
#38 MENDIOLA	678.62	678.62	740.95	149.05	890.00
#39 DELGADO	760.00	760.00	950.00	0.00	950.00
#40 PARRA	653.71	677.04	677.04	200.00	877.04
#41 KOONCE	676.46	676.46	761.98	128.02	890.00
#42 ENRIQUEZ	518.29	536.79	536.79	200.00	736.79
#43 GARCIA/ BERNARDINO	604.46	626.03	626.03	200.00	826.03
#44 ZAVALA	684.02	684.02	727.92	162.08	890.00
#45 SERRORO	676.46	676.46	741.93	148.07	890.00
#46 URBINA	560.15	580.14	840.00	50.00	890.00
#47 LEAMON	679.49	703.74	703.74	186.26	890.00
#48 LOGAN	634.00	656.63	656.63	200.00	856.63
#49 ROCHA	730.00	730.00	812.28	77.72	890.00
#50 GRAY	352.65	365.23	365.23	200.00	565.23
#51 BIELEFELDT	364.26	377.26	377.26	200.00	577.26
#52 SANCHEZ	396.28	410.42	410.42	200.00	610.42
#53 BERANARDINO	681.27	681.27	700.00	190.00	890.00
#54 PEREZ*	520.76	539.35	955.29	5 YR LEASE	N/A
#55 LANDFIELD	619.24	641.34	641.34	200.00	841.34
#56 SANCHEZ	740.00	740.00	823.11	66.89	890.00
#57 AGUSTIN	684.33	684.33	706.91	183.09	890.00
#58 AMBRIZ	660.72	660.72	706.78	183.22	890.00
#59 MARTINEZ*	681.27		800.41	5 YR LEASE	\$ 2000-200
#60 SIDON	537.99	557.19	557.19	200.00	757.19
#61 CAMACHO	706.39	706.39	772.18	117.82	890.00
#62 ECHEVSTE	357.03	369.77	369.77	200.00	569.77
#63 MALDONADO	678.62	678.62	740.95	149.05	890.00
#64 ZUNIGA*	670.63	670.63	787.91	5 YR LEASE	N/A
#65 CUMMINS	515.35	533.74	533.74	200.00	733.74
#66 AGUAYO	629.10	651.55	651.55	200.00	851.55
#67 PORFIRIO	399.45	413.71	950.00	0.00	950.00
#68 EASTER- Park owned	685.78	710,26	840.00	0.00	840.00
#69 KUBYAN	375.92	389.34	389.34	200.00	589.34
#70 HATCH	370.74	383.97	383.97	200.00	583.97
#71 URQUIDEZ	609.39	631.14	840.00	50.00	890.00

	Rent in	Rent in Oct	CurrentRent	Requested	RequestedNew
	4/2018	2018 3.57%	Current	Increase(\$)	Rent
Total for					
All Spaces:					
#72 MAGANA	720.65	720.65	831.99	58.01	890.00
#73 AMBRIZ	566.40	586.62	586.62	200.00	786.62
#74 VARGAS*	670.63	670.63	787.91	5 YR LEASE	- }
#75 CAMPILLO	579.85	600.55	600.55	200.00	800.55
#76 HENRY	734.40	734.40	840.00	50.00	890.00
#77 K. HALL	668.65	692.52	692.52	197.48	890.00
#78 CHAVEZ	670.63	670.63	715.25	174.75	890.00
#79 MORTON	660.72	684.30	684.30	200.00	884.30
#80 HUMBLE	725.00	626.03	626.03	200.00	826.03
#81 JAMES*	718.61	718.61	865.73	5 YR LEASE	N/A
#82 GURERRO*	711.37	711.37	871.25	5 YR LEASE	N/A
#83 BERGHOFER	716.71	716.71	752.61	137.39	890.00
#84 PROVANCE	367.20	380.30	380.30	200.00	580.30
#85 NASH	676.46	676.46	752.77	137.23	890.00
#86 WINGER	373.02	386.33	386.33	200.00	586.33
#87 LOPEZ	721.75	721.75	764.49	125.51	890.00
#88 POWERS	371.52	384.78	890.00	0.00	890.00
#89 PICENCO	357.49	370.25	370.25	200.00	570.25
#90 LOPEZ*	740.95	740.95	955.29	5 YR LEASE	N/A
#91 JONES	530.60	549.54	549.54	200.00	749.54
#92 ANDREWS	660.72	660.72	724.66	165.34	890.00
#93 MADINA	681.27	681.27	715.40	174.60	890.00
#94 WATSON*	701.01	701.01	838.63	5 YR LEASE	N/A
#95 COUTTS	740.00	740.00	877.77	12.23	890.00
#96 REESE	750.00	750.00	821.92	68.08	890.00
#97 LEDESMA	689.39	689.39	733.63	156.37	890.00
#98 ZAMORA	684.77	709.21	765.94	124.06	890.00
#99 LANCASTER	319.84	331.25	331.25	200.00	531.25
#100 LOPEZ	706.39	706.39	753.39	136.61	890.00
#101 HANSON	609.39	631.14	631.14	200.00	831.14
#102 MORALES	364.29	377.29	377.29	200.00	577.29
#103 DIPIETRANTONIO	516.24	534.66	534.66	200.00	734.66
#104 RAMIREZ	667.86	667.86	858.56	31.44	890.00
#105 POPPETT	358.48	371.27	371.27	200.00	571.27
#106 MATHEWS	373.76	387.10	387.10	200.00	587.10
#107 PEREZ/CHAVEZ	685.86	685.86	773.70	116.30	890.00
#108 LIPSEY	372.98	386.29	961.20	0.00	961.20
#109 BALDERAS	570.00	590.34	590.34	200.00	790.34
#110 JAWORSKI	373.02	386.33	386.33	200.00	586.33
#111 AMBRIZ*	560.15	580.14	914.76	5 YR LEASE	N/A
#112 WELLS	371.57	384.83	384.83	200.00	584.83
#113 LEAL	373.76	387.10	935.75	0.00	935.75
#114 HERNANDEZ	686.94	686.94	686.94	200.00	886.94

	Rent in	Rent in Oct	CurrentRent	Requested	RequestedNew
,	4/2018	2018 3.57%]	Increase(\$)	Rent
Total for					
All Spaces:	ļ				
#115 VILLALOBOS	349.72	362.20	362.20	200.00	562.20
#116 CAMACHO	570.00	590.34	590.34	200.00	790.34
#117 BRISENO	689.37	689.37	752.68	137.32	890.00
#118 LOMELINO	546.84	566.36	566.36	200.00	766.36
#119 SERRANO*	713.05	713.05	847.18	5 YR LEASE	N/A
#120 LOPEZ*	670. 63	670.63	915.04	5 YR LEASE	N/A
#121 MALINAS	681.27	681.27	728.27	161.73	890.00
#122 MARTIN	393.34	407.38	407.38	200.00	607.38
#123 RODRIQUEZ	730.00	730.00	890.00	0.00	890.00
#124 PALMERIN	701.00	701.00	701.01	188.99	890.00
#125 ARREOLA	471.97	488.81	488.81	200.00	688.81
#126 MELENDREZ	357.99	370.77	370.77	200.00	570.77
#127 RODRIGUEZ*	700.82	700.82	858.33	5 YR LEASE	N/A
#128 BULMAN	381.72	395.34	395.34	200.00	595.34
#129 ALVAREZ	681.27	681.27	818.01	71.99	890.00

LONG-TERM LEASE SPACE RENT INFORMATION

Complete for all spaces on long-term leases:

<u>DIRECTIONS:</u> List monthly space rent collected for each individual space that is on a long-term lease for the current calendar year. If the space rent has been raised during the year, list the highest rent paid for that space for the year. Be sure to include the total for all spaces and the average in the appropriate boxes. This sheet may be duplicated as necessary.

SPACE NUMBER (or street address)	CURRENT RENT (as of 08/11/2023) Total for all spaces:14 Average: \$872.00	EXPIRATION DATE OF LONG-TERM LEASE
5	\$852.14	11/30/2024
18	\$958.18	5/31/2024
54	\$955.29	1/31/2025
59	\$800.41	7/31/2024
64	\$787.91	7/31/2024
74	\$787.91	8/31/2024
81	\$865.73	12/31/2024
82	\$871.25	4/30/2024
90	\$955.29	1/31/2025
94	\$838.63	11/30/2024
111	\$914.76	9/11/2024
119	\$847.18	12/31/2025
120	\$915.04	9/30/2024
127	\$858.33	4/30/2024

PARK RENTAL RENT INFORMATION

Complete for all spaces on long-term leases:

<u>DIRECTIONS:</u> List monthly space rent collected for each individual space where both the coach and space are leased to the tenant by the Park for the current calendar year. If the space rent has been raised during the year, list the highest rent paid for that space for the year. Be sure to include the total for all spaces and the average in the appropriate boxes. This sheet may be duplicated as necessary.

SPACE NUMBER (or street address)	CURRENT RENT (as of 8/11/2023) Total for all spaces: 1 Average:	EXPIRATION DATE OF LONG-TERM LEASE
68	\$840.00	N/A
1000		
nte Control and Milwidge		
		7372
8		
	+	
· · · · · · · · · · · · · · · · · · ·		

REVENUE AND EXPENSES FOR 2021 RELATED TO EASTWOOD MEADOWS PARK ONLY

REVENUE

EXPENSES

List	List all park-related revenue.		ast all regular operating expense of other open of the capital improvements	
1.	Rent	1.	Administration	X
2.	Electricity		Accounting	
3.	Gas		Advertising/PR	<u> </u>
4.	Water		Insurance (list)	
5.	Sewer		Liability	5
6.	Trash		Workers Comp	
7.	Cable TV		Other:	
8.	Laundry Room		Legal	
9.	Monthly or Annual Fees		Licenses	
10. I	Recreation Room Rental		Auto/Travel	2
11. 1	RV Storage		Office expenses	**************************************
12. (Other (list)		Salaries (list)	
			Resident manager	
		_	Property manager	
			Other	(-
"Ple	ase see the attached 2021 Income		Telephone	\$
and	Expense Statement".	2.	Debt Service	
			Interest	
			Principal	
		3.	Maintenance	
			Landscaping and gardening	
			Pool maintenance/supplies	
			Pest control	
			Street maintenance	
			Street sweeping	
Total	Revenue		Cleaning	*

Year: 2021

	Repairs (list)	
	2-0-10-2-3-4-4	

4.	Property Taxes	
5.	Rent on land (if any)	
6.	Security	
7.	Supplies, Misc.	
8.	Utilities	
	Water	
	Sewer	***************************************
	Trash	
	Gas	
	Electric	
	Cable TV	
9.	Other (list)	
	-	and the second
	"Please see the attached 2	021 Income
	and Expense Statement".	
TO	TAL EVDENCES	

Item6.

293 EASTWOOD MEADOWS MH COMMUNITY

INCOME STATEMENT

FOR THE TWELVE PERIOD(s) ENDED DECEMBER 31, 2021

	PERIOD TO DA	PERIOD TO DATE		TE
	ACTUAL	%	ACTUAL	%
REVENUE				
INCOME				
Base Rent Collected	83,296.47	72.8%	997,854.04	76.0%
TOTAL INCOME	83,296.47	72.8%	997,854.04	76.0%
OTHER INCOME				
ioundos	167.06	0.1%	167.06	0.0%
Laundry Recycle	0.00	0.1%	26.22	0.0%
R.V. Storage	400.00	0.3%	3,619.61	0.3%
Gas	3,853.61	3.4%	57,858.88	4.4%
Electric	11,118.16	9.7%	155,312.91	11.8%
Water	519.36	0.5%	5,755.99	0.4%
Sewer	5,098.21	4.5%	58,215.14	4.4%
Trash	3,351.53	2.9%	34,386.66	2.6%
Late Fees	6,575.11	5.7%	0.00	0.0%
TOTAL OTHER INCOME	31,083.04	27.2%	315,342.47	24.0%
TOTAL REVENUE	114,379.51	100.0%	1,313,196.51	100.0%
EXPENSE				
PROPERTY MANAGEMENT				
Property Management Fee	2,929.38	2.6%	35,082.03	2.7%
MF - CEJ Management	1,142.82	1.0%	16,882.09	1.3%
TOTAL PROPERTY MANAGEMENT	4,072.20	3.6%	51,964.12	4.0%
ON-SITE MANAGEMENT	,			
		5.40/	0.445.70	2.22
Project Telephone/Ans. Service	148.74	0.1%	3,445.79	0.3%
Project Telephone - Answering Service	252.52	0.2%	2,347.56	0.2%
Internet Service	138.39	0.1%	883.11	0.1%
Salaries	3,859.50	3.4%	46,088.40	3.5%
Payroll Taxes	305.58	0.3%	3,897.87	0.3%
Workers' Compensation	279.22	0.2%	2,967.28 3,677.02	0.2%
Office Supplies-Equipment	390.07	0.3%	•	0.3%
Computer System	72.50	0.1%	850.00	0.1%
Credit Checks	34.50	0.0%	304.25	0.0%
TOTAL ON-SITE MANAGEMENT	5,481.02	4.8%	64,461.28	4.9%
UTILITIES				
Gas	3,623.91	3.2%	31,987.84	2.4%
Electric	25,105.61	21.9%	177,027.99	13.5%
Cable T.V.	199.99	0.2%	1,958.59	0.1%
Water	6,060.62	5.3%	78,224.02	6.0%
Sewer	5,200.69	4.5%	64,578.62	4.9%
Trash	3,404.59	3.0%	37,837.04	2.9%
TOTAL UTILITIES	43,595.41	38.1%	391,614.10	29.8%
GROUNDS & LANDSCAPING	,		,	
	75.00	0.49/	4 505 00	Δ 46/
Fence and Wall Repairs	75.00	0.1% 2.5%	1,525.00	0.1% 1.3%
Contract Landscaping Service	2,916.00	2.5% 0.1%	17,250.77	1.3%
Sod & Planting-Materials Only	120.00 180.00	0.1%	120.00 180.00	66 %
Sprinkler System Repairs	0.00	0.2%	3,260.34	0.2%
Supplies and Materials	0.00	U.U /0	J ₁ Z0U.J4	0.270

Tree Maintenance	Attachment "1"	12,000.00	10.5%	33,338.00	/ 6
TOTAL GROUNDS & LANDSCAPING		15,291.00	13.4%	55,674.11	Item6
		•			
BUILDINGS - GENERAL Pest Control		78.00	0.1%	936.00	0.1%
Appliance & Equipment Repairs		0.00	0.0%	365.00	0.0%
Supplies and Materials		520.23	0.5%	6,627.67	0.5%
TOTAL BUILDINGS - GENERAL		598.23	0.5%	7,928.67	0.6%
RENTAL UNITS EXPENSE					
RENTAL UNITS EXPLINE					5.55(
TOTAL RENTAL UNITS EXPENSE		0.00	0.0%	0.00	0.0%
POOL / JACUZZI					
		735.00	0.6%	10,635.00	0.8%
Pool/Jacuzzi Service Contract		735.00	0.6%	10,635.00	0.8%
TOTAL POOL / JACUZZI		735,00	0.070	10,000.00	V . V ,5
UTILITIES					
Electrical System Repairs		0.00	0.0%	2,032.24	0.2%
Plumbing Repairs		2,100.00	1.8%	3,035.44	0.2%
Air Conditioning/Heating		0.00	0.0%	800.00	0.1%
Gas System Repair		0.00	0.0%	1,481.07	0.1%
Other		220.00	0.2%	220.00	0.0%
TOTAL UTILITIES		2,320.00	2.0%	7,568.75	0.6%
PKG, WALKS, STREETS, PATIOS					
PRG, WALKS, STREETS, TATIOS			0.00/	400 420 00	15.2%
Street Patching and Repairs		0.00	0.0%	199,430.00 2,528.64	0.2%
Sweeping Service		599.46	0.5%	13,450.00	1.0%
Driveways		0.00	0.0% 0.0%	250.00	0.0%
Other		0.00			16.4%
TOTAL PKG, WALKS, STREETS, PATIOS		599.46	0.5%	215,658.64	10.470
VEHICLE REPAIR & MAINT.					
Makiala Danaira & Minint		0.00	0.0%	30.00	0.0%
Vehicle Repairs & Maint.		0.00	0.0%	2,048.98	0.2%
Park Owned Coach Golf Cart /Repairs		0.00	0.0%	2,308.48	0.2%
TOTAL VEHICLE REPAIR & MAINT.		0.00	0.0%	4,387.46	0.3%
		19,543.69	17.1%	301,852.63	23.0%
TOTAL REPAIRS & MAINTENANCE		15,040.00	,,,	,	
ADVERTISING		0.00	0.0%	0.00	0.0%
TOTAL ADVERTISING		0.00	0.076	0.00	0.070
OTHER EXPENSES					
Business Licenses/Permits		2,344.00	2.0%	2,868.57	0.2%
		0.00	0.0%	50.00	0.0%
Legal Expenses		531.16	0.5%	6,806.49	0.5%
Accounting & Data Processing Rent Control Fees		0.00	0.0%	7,800.00	0.6%
Dues and Subscriptions		0.00	0.0%	1,335.15	0.1%
Patrol Service		705.00	0.6%	8,460.00	0.6%
CPA		0.00	0.0%	8,000.00	0.6%
Education & Seminars		0.00	0.0%	15.35	0.0%
		0.00	0.0%	263.46	0.0%
Signs Accounting - CEJ Mgmt		925.00	0.8%	11,100.00	0.8%
Land Lease - Eastwood Meadows MHP, LLC		80,972.15	70.8%	122,522.01	9.3%
Depreciation Expense		34,472.00	30.1%	34,472.00	2.6%
·		119,949.31	104.9%	203,693.03	15.5%
TOTAL OTHER EXPENSES		•			
TAXES					
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				111 500 00	20
Real Property Taxes		55,924.31 0.00	48.9% 0.0%	111,522.69 135.55	67 59 0.0%

Franchise Tax Board	Attachment "1"	0.00 55,924.31	0.0%	800.00 112,458.24	Item6.
TOTAL TAXES		55,924.51	40.070	(12,100.2.1	
INSURANCE Property & Gen. Liability Ins.		9,325.00	8.2%	9,325.00	0.7%
Tenant Discrimination		0.00	0.0%	811.74	0.1%
Employment Practices		0.00	0.0%	165.63	0.0%
TOTAL INSURANCE		9,325.00	8.2%	10,302.37	0.8%
TOTAL OPERATING EXPENSES		257,890.94	-225.5%	1,136,345.77	-86.5%
NET OPERATING INCOME		-143,511.43	125.47%	176,850.74	-13.47%
DEBT SERVICE TOTAL DEBT SERVICE MAJOR REPAIRS / REPLACEMENT		0.00	0.0%	0.00	0.0%
TOTAL MAJOR REPAIRS / REPLACEMENT CAPITAL EXPENDITURES		0.00	0.0%	0.00	0.0%
TOTAL CAPITAL EXPENDITURES		0.00	0.0%	0.00	0.0%
Net Income (Loss)		-143,511.43	-125.5%	176,850.74	13.5%

OWNER'S AFFIDAVIT

<u>OWNER'S AFFIDAVII</u>											
I(We,) Keith Casenhiser											
being duly sworn, depose and say that I (We) am (are) the owner(s)/authorized representative(s) of the owner(s) of said park involved in this request and that the foregoing statements or answers contained herein and the information submitted herewith are in all respects true and correct to the best of my (our) knowledge and belief. I (We) make the foregoing statement, the statements and answers contained herein and declare under penalty of perjury that the same are true and correct.											
Signed: Signature Signature Ke, H. T. Casenhose Owner/Type or print name											
Signature											
Representative/Type or print name											
Mailing address: 430 S. San Dimas Ave San Dimas, CA 91723											
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.											
State of California											
On August 24, 2023 before me N. Valenzuela, Notary Ablic											
personally appeared Keith I Casenhiser,											
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.											
Cos Angeles County Commission # 2370385 My Comm. Expires Aug 10, 2025 WITNESS my hand and official seal.											

Place Notary Seal Above

Signature of Notary Public

Attachment 1

Calculation of CPI increase since last increase granted in October 2018. The CPI used then was for the last half of 2017.

CPI July 2021 323.906

CPI last half of 2017 284.464

Difference 39.442

39.442 / 284.464 = 13.865%

The San Diego – Carlsbad, CA CPI has increased 13.865% since the last rent increase at Eastwood Meadows.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U.S. CITY AVERAGE JULY 2021

(All Items indexes, 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

Comment of the state of the sta	1 Population over 2,500,000 2 Population 2,500 no	***************************************	ellevue, WA		;	1		BI-MONTHLY DATA (Published for even months)							Riverside-San Bernardino-Ontario, CA3		•	BI-MONTHLY DATA (Published for odd months)				Lus Argeles-Long Beach-Anaheim, CA	OR APPOINT THE PARTY OF THE PAR	Pacific ³		West - Size Class B/C ²	West - Size Class A1	West	U. S. City Average				MONTHLY DATA					
	and lind	25 245	281.055	300.032	145.849	23.5	3 5	5				280.725			107 640	2020	ji.					279,899	106.914	107.573	100,702	150 753	284 994		259.101	2020	<u>-</u>							
7, Dec 190			290.068	309,419 309,497	150,787	1202	3 2	A		indexes		285.725 296.559	008.020	317 144	112 222	183	May		Cavaner	Indeves	- 1	289.218	111.751						271.696	2021	Jun		III COXOS	- Palaca		All		
OD: = 0	200,200	330 300	206 572	309,497	153.672	1202	3 5					298.820	000.000	303 006	7	3	ŗ.					290,890	112.297	113.562					$\overline{\Box}$	2021	Ē		•		of part Cos			
3 Dec 2017≃100	0.1	ن <u>د</u>	ه د	ယ	4.9	12021	} ≱	Siring	b -	ر د د	Do	3.8	5,3	מ ז	202	3 3	May	eņ.	~	,,,		<u> </u>	5.2	5.1	5.0	4 4			7	2021	Ę,	2		\		All Urban Consumers (CPI-U)		
17=100	0.4	9 0	n (ယ	5.4	2021	Jun	8	3	Yaar Ola	Dercept Chance	4.6	6.0		_	3 5	-	ending	Teal	rercent unange	20.5			5.6						33	드	ending	rear	Percent Change		CPI-U		
4 Dec 2001=100	2.5		9 6	0 ;	1.9	2021	ul.	ending	SLauciar 7	380	ı	0.8	1.3 2.1	1707	3 5	<u> </u>	ending	2 Months	nge	0.0			0,7	0.5		0.6		2	3	됩	ending	1 Month	ange					
01=100	224,914	2/6.244	075,267	20.7	144.415	2020	Jun							288.956		.!	Ē			<u> </u>	· ·	270.012			107.623	159.255	274.770	266,881	252.536	. "	3					SI MA	1	
	233,438	286,700	304.97	3 6 6 6	149 951	2021	Ąpr		Indexes			294.433	300.413	113,749	2021	May			Indexes		280,687				169.071	287.244	281.156		7	3 5	5		Indexes		Urban Wage Earners and Clerical Workers (CPI-W)	W/222		
	237.705	293.607	304.971	2 1 1	150 744	2021	Jun						307.737	115.129	2021	<u>ا</u>								169,901			267,789	+	3 2					amers an				
	5.2	3.7	4.1		-	2021	Apr	ending	Year	Pe			יוכ	5.8	2021	Мау	9 2	5	- -≺i	Pe	4.7							9.6.1	2021	200	5 1	<u> </u>		ַם	a Cierical			
	5.7	<u>6.3</u>	4.3	o, c	202	3031	Ē	·	. <u>a</u>	Percent Change	;, o	<u>د</u> د د د))))	6.5	2021	Ē	Ribin		Year	Percent Change	4.5	0,0					5.9		2021	5		endino	Year	Percent Change	Workers			
	<u>1</u>	2.4	0.9	 Q	202	3	Jun Jun	endina	2 Months)Ge	0.0			\Box	2021	Ë	enging		2 Months	ı	0.6	0.5						0.5	2021	يا	0: Q	podina	Month	inge	(CPI-¥S)			

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

Release date August 14, 2021. The next release date is scheduled for September 11, 2021. For questions, please contact us at BLSinfoSF@bts.gov or (415) 625-2270. 1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Attachment 2

JOHN P. NEET, MAI

Comparable Rental Data

Good	Good	Gand Gand	Average Good	Good	Good	Good	Good	2019 AVG. RENT PER ESCONDING
City of Escondida	City of Escandido	City of Escandido	City of Escandido	City of Escondido	City of Escondido	Good Good	Good Good	QUALITY
NA	3.4% in 1/20	increase	3%		2%-4%	increase	City of Econodists	RENT CONTROL
MtM, Lease	MtM, Lease	MtM, 1 yr lease	Anguelly in tag	3.2% in 1/20	Annually in July	No recent		
\$1,355.00	\$895.00	00.074	00.1216	Mehd 5 V-	MtM. 5vr. 10 vr	MtM, 5yr, 10 yr.		POST A CAR A CARREST AND A CAR
\$1,355.00	\$695,00	\$6,000 00,00	\$777.00	\$820.00	\$645,00	\$1,270.00	\$840.00	PERSONAL PROPERTY OF THE PROPE
\$1,355.00	00.588\$	00.070	66.77.00	\$770.00	\$615.00	\$1,270.00	\$580.00	NEW MOVE IN CASE THE
\$1,355.00	\$695.00	00.00	\$777.00	\$820.00	\$645.00	\$1,270.00	\$840.00	NEW PROVE IN PART 1911
\$972.35	\$713.00	\$635,00	\$677.00	\$770.00	\$615.00	\$1,270.00	\$580.00	TRANSFER BATE 1991
	\$895.00	\$670.00	00.7695	363.20	\$545.00	\$870.00	\$627.92	TRANSCED DATE : CO.
	\$695,00	\$595.00	\$327.00	\$376.00	\$345.00 \$670.00	\$1,200.00	\$840.00	RENT RANGE-HIGH
410100			i				\$221 JE	RENT RANGE-LOW
-540.0	\$20.00	\$20.00	\$2.00	\$20.00	\$20.00	00.026	40.00	SERVICE ADJUSTED RATES:
Wish	None	None	None	None	None	4000	\$0.00	ADJUSTMENT
\$1,395,00	\$875,00	\$650.00	\$725,00	ODTOR	7000	None	Water	LESSOR PAID SERVICES
\$1,395.00	\$675.00	\$650.00	\$675.00	00.00	4694.00	\$1,250.00	\$840.00	NEW MOVE-IN RATE-HIGH
\$1,395.00	\$875.00	\$650.00	\$725.00	00.008¢	\$505.00 \$025,00	\$1,250.00	\$580.00	NEW MOVE-IN RATE-LOW
\$1,395.00	\$675,00	\$650.00	\$675.00	\$00.00 00.00	\$635 PS	\$1,250.00	\$840.00	FRANSFER RATE-HIGH
\$1,012.35	\$693.00	\$615.00	\$650,00	00.2100	35.05	\$1,250.00	\$580.00	RANSFER RATE-LOW
	\$875.00	\$650.00	\$695.00	\$613.00	\$525.00	\$850.00	\$627.92	APPROX. AVG. RENT
	\$675.00	\$575.00	3425.00	Ontaret	\$650.00	\$1,180,00	\$840.00	KEW I KANGE-HIGH
			****	4356 CO	\$325.00	\$450.00	\$331.25	RENT RANGE-LOW
۸N	NA	\$30,00	N/A	00.000	7/2			RENTAL RATES:
610				*	\$1/A	35.00	\$0.00	VEHICLE STORAGE FEE
Ciubhouse	Clubhouse			Shuffleboard			Billiards	
Pool, Sna	Pool, Spa.	Clubhouse, Poal	Ciubhouse, Pool	root, Cidanouse,	penonionio (non .	110000	Plaweround	
100%	100%	100%	100%	Pand Clubb	Pool Chibbons	Pool, Clubhouse	Paol, Clubhouse,	FEATURES & AMENITIES
20	5%	8%	59%	1000	100%	100%	100%	OCCUPANCY
2%	Ş	Ş	55%	Q ()	28%	88	8%	SINGLEWIDE UNITS (%)
Age Restricted	Age Restricted	Onrestricted Age	CALCACTACT ARE	200		%	<u>Ş</u>	State of the State
43		The sact data data	Inrectricted Ass	Unrestricted Age	Unrestricted Age	Unrestricted Age	Unrestricted Age	SINGLE PROTECTION
88	: 12	3 9	ž,	4 2	79	48	49	AGE DESTRICTION
escanarao	ייזירטוומונט	9	66	104	130	104	: 13	APPROX AGE
broadway,	Connected Parky,		Escondido				3	NO, SPACES
220 N.	Citricado Disso.	Escandido	Pine St,	Escondido	Ave., Escondido	P&Wy, Escondido	rawy, cacumalao	
325	1753 W	900 Howard Ave.	1411-1415 S.	1301 S. Hale Ave,	541 W. 15th		District Connection	,
Estates						Park	OFFICE VALLEY	ADDRESS, CITY
Sundance	casa de Amigos	JUM MOISHOOM				Mobilehome	Meadows MHP	
8	,	Manualauri	Weshwinds MHD	Greentree ME	Greencrest MHP	Ponderosa	boowtsea	
	£	•	,	4				

Attachment 3

Manual Check and Payment Register Journal Posting Date: 4/1/2021 Register Number: MC-000192

Attachment "1"

Item6.

Bank: A	293 EASTWO	OD MEADOWS MH COMMUNITY (293)
Check Number Check Date Vendor Number Invoice Number Invoice Number Invoice Date Invoice Amount	Discount	Distribution
040121 4/1/2021 SDCOUNT San Diego County Check Comment: Parcel # 2310400300/Parcel # 2310402800 040121		Amount Check Amount 54,598.38
4/1/2021 55,598.38 G/L Account: 5810-000 Real Property Taxes G/L Account: 5819-000 Comment: Parcel # 230 040 03 00 Part Service Parcel # 230 040 03 00	0.00	37,848.02
Real Property Taxes Check 640121 Total: 55,588.38 Bank A Total: 55,588.38 Report Total: 55,588.38	0.00	17,750.36 55,598.38 55,598.38 55,598.38 55,598.38
55,598,38	0.00	55,598.38 55,598.3B

Run Date: 4/1/2021 9:64:29AM A/P Date: 4/1/2021

Page: 1

UserLogan: ec3

Accounts Payable Manual Check and Paymetitachsperitecap By Division Journal Posting Date:4/1/2021 Register Number:MC-000192

Item6.

293 EASTWOOD MEADOWS MH COMMUNITY (293)

Division Number: 00 MAII	DIVISION	· ·		
G/L Account	Description		Debit	Credit
1050-000	Cash - Checking Union Bank 146			
5810-000	Real Property Taxes			55,598.38
	Mean moberty raxes		55,598.38	
		Division 00 Total:	55,598.38	55,598.38

Run Date: 4/1/2021 9:54:30AM

A/P Date: 4/1/2021

Page: 1

User Logon: ac3

Daily Transaction Register

Attachment "1" 293 EASTWOOD MEADOWS MH COMMUNITY (293)

Item6.

Source Journ	al Account Number	Account Description/Posting Comment	Debit	Credit
MC-000192	1050-000	Cash - Checking Union Bank 1469 San Diego County 940121		55,598.38
	5810-000	Real Property Taxes San Diego County 040121	37,848.02	
	5810-000	Real Property Taxes San Diego County 040121	17,750.36	
		Journal 900192 Totals:	55,598.38	55,598.38
		Source MC Totals:	55,598,38	55,598.38
		4/1/2021 Totals:	55,598.38	55,598.38
		Report Yotals:	55,598.38	55,598.38

Run Date: 4/1/2021 9:55:27AM A/P Date: 4/1/2021 Page: 1 User Logon: ac3

Property Tax Payment Receipt - Transaction Id 378520

Submitting an electronic payment through the Treasurer-Tax Collector's website, may take up to five business days to be reflected on your account. Upon a successful transaction, the payment will be credited as of the date and time of the original submission. NOTE. During peak collection in December and April, processing times may be longer.

		Payment Sumi	nary		
	Parcel/Bill Number 231-040-03-00	Туре	Payment Type	·	Amount
į	231-040-28-00	Secured	2nd Installment		\$37,848.02
-	251-040-28-00	Secured	2nd Installment	······································	\$17,750.36
				Cart Total	\$55,598.38
				Fee Amount	\$0.00
				Total Amount	\$55 598 to

	Account Holder Information	
Name	Meadows , Eastwood	,
Business Name	Eastwood Meadows Mobilehome Community	İ
Address	430 S. San Dimas Ave	ł
eMail Address	margaret@bessire-casenhiser.com	l
Phone Number	6265177625,6266177625 - US	l
		1

	Account Info	ormation
Account Number		· · · · · · · · · · · · · · · · · · ·

Transaction Information					
Transaction Date	Thursday, April 1, 2021				
Property Tax Transaction Id	378520				
Property Tax Approval Code	Successful				
Ргорелу Тах Аглоилх	\$55,598.38				
Total Amount Paid	\$55,598.38				

Payment Terms & Conditions

Payment Terms & Conditions
Submitting an electronic payment through sdttr.com may take up to 5 business days to reflect on your account. Upon a successful transaction, the payment will be credited as of the date of the original submission. If paying by credit card, a Convenience Fee of 2.19% will be added to your payment based on the amount of the payment processed. This fee is charged by our third-party vendor, Heartland Payment Systems, NOT by the County of San Diego. The fee will appear as a separate transaction on your statement. If paying by 6-Check, you've authorized your bank to debit your checking account using the specified bank routing and account number that you entered during the payment transaction. Any insufficient funds or error in the information submitted), you remain solely liable for the full amount due. You may also be liable for additional fees and penalties as applicable.

Customer Service: 877-829-4732

Monday thru Friday, excluding County holidays, 8:00 am to 4:00 pm

DAN McALLISTER | County of San Diego Treasurer-Tax Collector

of !

4/1/2021, 9:27 AM



Property Tax Payment Receipt - Transaction Id 378520

Submitting an electronic payment through the Treasurer-Tax Collector's website, may take up to five business days to be reflected on your account. Upon a successful transaction, Submitting an electronic payment undury the Pressure Flox Collection's viewship, they care up to the business days to be remoted on your incomes, but it is payment will be credited as of the date and time of the original submission. NOTE: During peak collection in December and April, processing times may be longer.

	Payment Sumi	mary		
Parcel/Bill Number	Туре	Payment Type	·	Amount
231-040-03-00	Secured	2nd Installment		\$37,848.02
231-040-2B-00	Secured	2nd Installment		\$17,750.36
			Cart Total	\$55,598.38
			Fee Amount	\$0.00
			Total Amount	\$55,\$98.38

	Account Holder Information	
Name	Meadows , Eastwood	
Business Name	Eastwood Meadows Mobilehome Community	
Address	430 S. San Dimas Ave	ĺ
eMail Address	margaret@bessire-casenhiser.com	
Phone Number,	6266177625,6266177625 - US	

Account Information

1469	
Transaction Information	
Thursday, April I, 2021	
378520	
Successful	
\$55,598.38	
\$55,598.38	
	Transaction Information Thursday, April I, 2021 378520 Successful \$55,598.38

Payment Terms & Conditions

Payment Terms & Conditions
Submitting an electronic payment through situc.com may take up to 5 business days to reflect on your account. Upon a successful transaction, the payment will be credited as of the date of the original submission. If paying by credit card, a Convenience Fee of 2.19% will be added to your payment based on the amount of the payment processed. This fee is charged by our third-party vendor, Heartland Payment Systems, NOT by the County of San Diego. The fee will appear as a separate transaction on your statement. If paying by E-Check, you've authorized your bank to debit your checking account using the specified bank routing and account number that you entered during the payment transaction. Any insufficient funds or error in the information submitted), you remain solely liable for the full amount due. You may also be liable for additional fees and penaktes as applicable. NOTE: During December and April, processing times may be longer.

Customer Service: 877-829-4732 Monday thru Friday, excluding County holidays, 8:00 am to 4:00 pm

DAN McALLISTER | County of San Diego Treasurer-Tax Collector

1 of 1

4/1/2021, 9:27 AM

SECURED TAX BILL

O TAX BILL YEAR 2020-2021

For Fiscal Year Beginning July 1, 2020 and Ending June 30, 202

PROPERTY ADDRESS - DESCRIPTION - SUBDIVISION VALLEY PRWY EAST

CURRENT

EASTWOOD MEADOWS N H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

SPECIAL MESSAGES

IN DEFAULT ON JUN 30 2020 PRIOR YRS TAXES DELINQUENT

RANCHO RINCON DEL DIABLO RESURVEY SHEET A

MAP NO. 000723

LOT 8 BLK 176

(9 OCCUMENTION

G PESCHELIËN VALUET DEMEMPETONS 6426000 IMPROVEMENTS 102000 TOTAL L&1
PERSONAL PROPERTY 6528000 EXEMPTIONS

O DISCUMENT DATE 07/19/18

HOMEOWNERS ATHER NET TAXABLE VALUE 6528000

EASTWOOD NEADOWS M H P LLC

NOV 0 9 2020

D45537 201768 22189 1/2

O PARCEL/BILLING O TAX RATE AREA (DEORTACINO) O 191 BISTALLMENT 11/1 O 3ND INSTALLMENT 2/1 O TOTAL DUE 231-040-03-00 04071 37848.02 75696.04 YOUR TAX DISTRIBUTION

YOUR TAX DISTRIBUTION

RATE / CONTACT 6 1% TAX ON NET VALUE 1.00000
VOTER APPROVED BONDS AND TAXES:
ESCONDIDO CITY NET 0.02304
ELEMENTARY SCHOOL NET 0.03219
CDMMUNITY COLLEGE NET 0.03219
CDMMUNITY COLLEGE NET 0.03600
MEALTH CARE DISTRICT NET 0.03600
METRO WATER DISTRICT NET 0.00350
TOTAL ON NET VALUE 1.05661
FIXED CHARGE ASSMTS: PHONE #
MOSQUISTO SURVEYILLANCE 800-273-5167
MED WIR STANDBY CHRG 866-807-6864 65280 OO 1504.06 2599.45 2101.36 1374.79 2350.08 228.48 75438.22 2.28 52.72 108.52

CWA WTR AVAILABILITY 858-522-6691 TOTAL AMOUNT

94.30 75696.04

C037 6426000 102000 6528000 是一种强硬性性性的强性性性,它是TACH HERE(MEDE),但是是一个人,是是一个人们的一个人们的一个人们的人们的人们的人们的人们的人们的人们的人们的人们的人们的人们

TO PAY 2Nd INSTALLMENT SEND THIS STUB WITH YOUR PAYMENT WRITE YOUR PARCEL NO. ON YOUR CHECK PLEASE SEPARATE AND INCLUDE BOTH STUBS IF PAYING BOTH INSTALLMENTS © PARCEL/BILL NO. © TAX PATRAREA SOCGRETACHO SO DUE DATE. SODELINQUENT AFTER Ø TO PAVBOTHINSTALLMENTS BY DEC JO

RATE/CONTACT#

231 040 03 00

(06/20) 23.

04071

02-01-21

04-10-21

75696.04

PRIOR YR TAXES UNPAID

ST23

EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

Dan McAllister SAN DIEGO COUNTY TREASURER-TAX COLLECTOR e-Pay at Sdttc.com

PAYABLE TO:

SDTTC P.O. Box 129009 San Diego, California 92112 AMOUNT DUE FEB. 1 37848.02

LATE PAYMENT AFTER APRIL 10 \$ 41642.82

0200378480223104003002003784802231040030096

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TO PAY IN INSTALLMENT SEND THIS STUB WITH YOUR PAYMENT
WRITE YOUR PARCEL NO. ON YOUR CHECK
PLEASE SEPARATE AND INCLUDE BOTH SYUBS IF PAYING BOTH INSTALLMENTS



O PARCEL/BILL NO. O TAX HATEAREA (CORTACHO) O DUEDATE (CDELINGUENT AFTER O TO PAYBOTH INSTALLMENTS DYDEC. ID 231 040 03 00

04071

11-01-20

Dan McAllister SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

e-Pay at Sdttc.com

PAYABLE TO:

12-10-20

75696.04 AMOUNT DUE NOV. 1

PRIOR YR TAXES UNPAID

C/O THOMSEN PROPERTIES 301 E 17TH ST #208

COSTA MESA CA 92627

EASTWOOD MEADOWS M H P LLC

SDTTC P.O. Box 129009 San Diego, California 92112

37848,02 LATE PAYMENT AFTER DEC. 10

41632.82



SECURED TAX BILL

O TAX BILLYEAR 2020-2021

For Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021

PROPERTY ADDRESS - DESCRIPTION - SUSDIVISION 02550 VALLEY PKWY FAST

CURRENT OWNER

EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

SPECIAL MESSACES

IN DEFAULT ON JUN 30 2020 PRIOR YRS TAXES DELINQUENT (EX ST WID)E H OF LOT 2 BLK 176

RANCHO RINCON DEL DIABLO RESURVEY SHEET A

(MONO) 000723

S DOCUMENT NO. 295439

O DESCRIPTION VALUES REXEMPTIONS LAND 3060000 IMPROVEMENTS TOTAL L&I 3060000 PERSONAL PROPERTY EXEMPTIONS

@ DOCUMENT DATE 07/19/18

HOMEOWNERS \$ NET TAXABLE VALUE

3060000

EASTWOOD MEADOWS M H P LLC

D45537 201768 22190 2/2

£. G PARCEL/BILLNO O TAXRATEAREA DEORTACNO G IST INSTALLMENT 1/7: G 2ND INSTALLMENT 2/1 D TOTAL DUE 231-040-28-00 04071 17750.36 17750.36 35500.72

	G INT A	YOUR	TAX DISTRIBUTION RATE/CONTAC	THUOMAKAT #T
1% TAX ON NET VALUE 1.00000 30600.0 VÖTER APPROVED BONDS AND TAXES: ESCONDIDO CITY NET 0.02304 705.4 ELEMENTARY SCHOOL NET 0.03882 1218 HIGH SCHOOL NET 0.03219 985.4 COMBUNITY COLLEGE NET 0.02106 644 HEALTH CARE DIST NET 0.03600 1101.c METRO WATER DISTRICT NET 0.0350 107. TOTAL ON NET VALUE 1.15561 35361.6 FIXED CHARGE ASSMIS: PHONE # MOSQUITO SURVEILLANCE800-273-5167 2. VECTOR DISEASE CTRL 800-273-5167 40.2 MWD WTR STANDBY CHRG 866-807-6864 51.5	03 49 01 43 60 60 66 28	WTR AVAILABILITY TOTAL AMOUNT	858-522-6691	44.80 35500.72
	C037	3050000	3060000	

(06/20)

TO PAY 2Nd Installment send this stub with your payment write your parcel no. On your check
Write your parcel no. On your check
PLEASE SEPARATE AND INCLUDE BOTH STUB IF PAYING BOTH INSTALLMENTS

SECURED PROPERTY TAX



TO PARCEL/BILLING. O TAXBATE AREA OCOBTACNO O DUEDATE ODELINQUENTAPTER O TO PAY BOTH INSTALLMENTS BY DEC. 10. 231 040 28 00

PRIOR YR TAXES UNPAID

C/O THOMSEN PROPERTIES

301 E 17TH ST #208

EASTWOOD MEADOWS M H P LLC

04071

5T23

02-01-21

04-10-21

35500.72

Dan Mc**Allis**ter SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

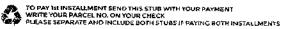
e-Pay at Sdttc.com PAYABLE TO:

AMOUNT DUE FEB. 1 \$ 17750.36

> LATE PAYMENT AFTER APRIL 10 19535.39 \$

COSTA MESA CA 92627 SDTTC P.O. Box 129009 San Diego, California 92112

0200177503623104028002001775036231040280007



SECURED PROPERTY TAX



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PRIOR YR TAXES UNPAID

ST23

EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

Dan Mc**Allis**ter SAN DIEGO COUNTY TREASURER-TAX COLLECTOR e-Pay at sdttc.com

PAYABLE TO:

P.O. Box 129009 San Diego, California 92112 AMOUNT DUE NOV. 1 17750.36

> LATE PAYMENT AFTER DEC. 10 19525.39

> > 82



Property Tax Payment Receipt - Transaction Id 696222

Submitting an electronic payment through the Treasurer-Tax Collector's website, may take up to five business days to be reflected on your account. Upon a successful transaction, the payment will be credited as of the date and time of the original submission. NOTE: During peak collection in December and April, processing times may be longer.

Payment Summary

Amount		Payment Type	Туре	Parcel/Bill Number
\$38,069.93		1st Installment	Secured	231-040-03-00
\$17,854,38		1st Installment	Secured	231-040-28-00
\$55,924.31	Cart Total			
\$0.00	Fee Amount			
\$55, 9 24.31	Total Amount			

Account Holder Information

Name	Meadows , Margaret	
Business Name	Eastwood Meadows MH Community	
Address	430 S. San Dimas Ave	ļ
eMail Address	margaret@bessire-casenhiser.com	
Phone Number	9095940501,9095940501 ~ US	İ

Account Information

Account Number	1469	
,		- 1

Transaction Information

Transaction Date	Wednesday, December 1, 2021
Property Tax Transaction Id	696222
Property Tax Approval Code	Successful
Property Tax Amount	\$55,924.31
Total Amount Paid	\$55,924.31

Payment Terms & Conditions

Submitting an electronic payment through sdttc.com may take up to 5 business days to reflect on your account. Upon a successful transaction, the payment will be credited as of the date of the original submission. If paying by credit card, a Convenience Fee of 2.19% will be added to your payment based on the amount of the payment processed. This fee is charged by our third-party vendor, Heartland Payment Systems, NOT by the County of San Diego. The fee will appear as a separate transaction on your statement. If paying by E-Check, you've authorized your bank to debit your checking account using the specified bank routing and account number that you entered during the payment transaction. Any errors in the routing and/or account number that you entered may result in the check being returned unpaid. If the payment cannot be completed for any reason (including insufficient funds or error in the information submitted), you remain solely liable for the full amount due. You may also be liable for additional fees and penalties as applicable. NOTE: During December and April, processing



Property Tax Payment Receipt - Transaction Id 696222

Submitting an electronic payment through the Treasurer-Tax Collector's website, may take up to five business days to be reflected on your account. Upon a successful transaction, the payment will be credited as of the date and time of the original submission. NOTE: During peak collection in December and April, processing times may be longer.

Payment Summary

		,		
Amount		Payment Type	Туре	Parcel/Bill Number
\$38,069.93		1st Installment	Secured	231-040-03-00
\$17,854.38		1st Installment	Secured	231-040-28-00
\$55,924.31	Cart Total			
\$0.00	Fee Amount	•		
\$55,924.31	Total Amount		····	

Account Holder Information

Name	Meadows , Margaret
Business Name	Eastwood Meadows MH Community
Address	430 S. San Dimas Ave
eMail Address	margaret@bessire-casenhiser.com
Phone Number	9095940501,9095940501 - US

Account Information

r			
- 1	Account Number	146 9	
Ŀ			

Transaction Information

Wednesday, December 1, 2021	
696222	
Successful	
\$55,924.31	
\$55,924.31]
	Wednesday, December 1, 2021 696222 Successful \$55,924.31

Payment Terms & Conditions

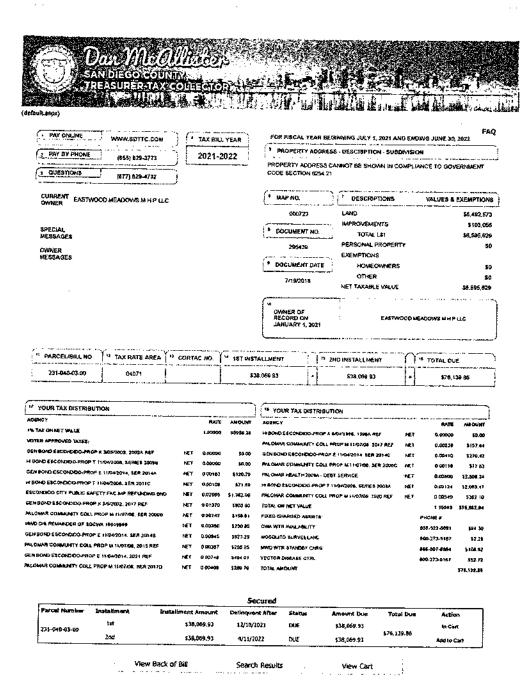
Submitting an electronic payment through sdttc.com may take up to 5 business days to reflect on your account. Upon a successful transaction, the payment will be credited as of the date of the original submission. If paying by credit card, a Convenience Fee of 2.19% will be added to your payment based on the amount of the payment processed. This fee is charged by our third-party vendor, Heartland Payment Systems, NOT by the County of San Diego. The fee will appear as a separate transaction on your statement. If paying by E-Check, you've authorized your bank to debit your checking account using the specified bank routing and account number that you entered during the payment transaction. Any errors in the routing and/or account number that you entered may result in the check being returned unpaid. If the payment cannot be completed for any reason (including insufficient funds or error in the information submitted), you remain solely liable for the full amount due. You may also be liable for additional fees and penalties as applicable. NOTE: During December and April, processing

times may be longer.

Customer Service: 877-829-4732

Monday thru Friday, excluding County holidays, 8:00 am to 4:00 pm

DAN McALLISTER | County of San Diego Treasurer-Tax Collector



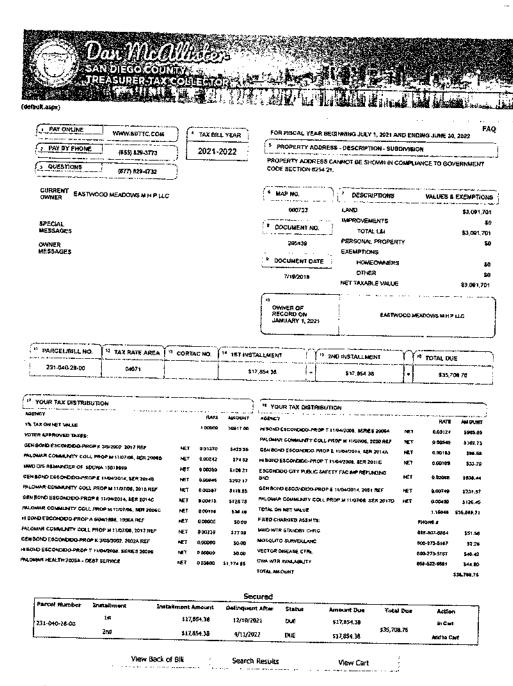
Secured property tax payment stutis are not available online. You can submit a payment without a stub. Please include your 10 digit parcel or tax bill number in the memo portion of your check. You can mail a payment to:

San Diego County Treasurer-Tax Collector 1500 Pacific Highway, Room 162 San Diego, CA 92101

DAN McALLISTER | County of San Diego Treasurer-Tax Collecto

San Diego County Administration Center § 1600 Pacific Highway - Room 162 | San Diego, CA 92101

Questions: 877.829.4732 | Pay by Phone: 855.829.3773



Secured property tax payment stubs are not available online. You can automic a payment without a stub. Please include your 10 digit pancel or tax bill number in the memo portion of your check. You can mail a payment to:

San Diego County Treasurer-Tax Collector 1600 Pacific Highway, Room 162 San Diego, CA 92101

DAM MCALLISTER † County of San Diego Treasurer-Tax Collector

San Diego County Administration Center § 1600 Pacific Highway - Room 162 | San Diego, CA 92101

Quastians: 877.829.4732 | Pay by Phone: 855.829.3773

293 EASTWOOD MEADOWS MH COMMUNITY (293)

Source Journal	Posting Date	Journal Comment	Reversing Date	User Updated Logon	. (200)
GJ-000262 Account Nun	12/1/2021 nber	12-2021 - Transfer Tax Impound to Checking Description/Comment		ac3	
1670-000		Impounds-Taxes	De		edit 6,000.00
1050-000		12-2021 - Transfer Tax Impound to Checking Cash - Checking Union Bank 1469 12-2021 - Transfer Tax Impound to Checking	50	6,000.00	v,000.50
		Journal GJ-(000262 Totals: 56	6,000.00 5	6,000.00
			rce GJ Totals: 56		6,000.00
		· ·	Report Totals: 56		6,000.00

Run Date: 12/1/2021 1:09:47PM

G/L Date: 12/1/2021

Page: 1 User Logon: ac3

FISCAL YEAR BEGINNING JULY 1. 2018 AND ENDING JUNE 30, 2019 PAY ONLINE D TAX BILL YEAR

sdttc.com

2018/2019

PROPERTY ADDRESS - DESCRIPTION - SUBDIVISION

02550 VALLEY PKWY EAST BLX 176 LOT 2 (EX ST WID)E H OF

CURRENT OWNER

EASTWOOD MEADOWS M H P LLC C/G THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

SPECIAL MESSAGES

THIS IS A SUPPLEMENTAL TAX BILL ON THE ABOVE DESCRIBED PROPERTY PER RAT CODE SECTION 75 AND SERVES AS THE ASSESSORS REQUIRED NOTICE OF VALUE CHANGE DUE TO A CHANGE OF OWNERSHIP ON JUL 19. 2018.

ACHAPHO

231 - DAO 28 - OO

(E) HOCUMENTION

O SUPPLEMENTAL VALUES & EXEMPTIONS

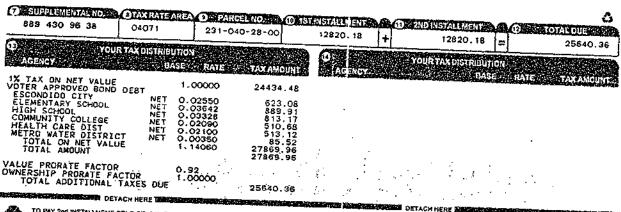
LAND **IMPROVENENTS** NEW ASSESSED VALUES PRIOR YAX ROLL VALUES EHANGE IN ASSESSMENT 3000000 226178 330374 TERE NEW EXEMPTIONS INCLUDING HOMEDANES. 2773822 -330374 NET SUPPLEMENTAL VALUE ASSESSMENT NET VALUE PRORATED 11 MONTHS (0.92) OF FISCAL YR

TOTAL 3000000 556552 2443448

2018-2019

THIS BILL MAILED ON MAR !. 2019

D10175 206732 00455



TO PAY 2nd INSTALLMENT SEND STUB WITH PAYMENT WRITE SUPPLEMENTAL NO. ON CHECK WRITE SUPPLEMENTAL NO. UN UTELLA INCLINE BOTH STUBS IF PAYING BOTH INSTALLMENTS

SAN DIEGO COUNTY 2018 - 2019 SECURED PROPERTY TAX FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

O SUPPLEMENTAL NO. 889 430 96 38

04071

231-040-28-00 SEP 3, 2019

● TAX RATE AREA . ● PARCEL NO. DELINQUENT APTER. ● TO PAY BOTH INSTALLMENTS BY DELINQUENT DATE

25640.36

2018

EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

Dan McAllister 5702

e-Pay at Sdttc.com FREF e-Check

D PAYABLE TO

SDTTC P.O. Box 129009 San Diego, California 92112

PAY THIS AMOUNT 12820

ID AFTER DELINQUENT DATE IN BOX \$ 14112.19

" IF NEGATIVE AMOUNT YOU ARE ENTITLED TO A REFUND

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SAN DIEGO COUNTY 2018 - 2019 SECURED PROPERTY TAX FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2018

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S SUPPLEMENTAL NO. B TAX RATE AREA. 889_430 98 38

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⊕ PARCEL NO. DELINQUENT AFTER ⊕ TO PAY GOTH INSTALLMENTS BY CELINQUE 231-040-28-00

APR 30, 2019

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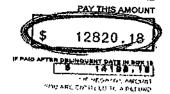
EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES C/O THOMSEN PROPERTY BOT & 17TH BY MEDB HEAT A MPER BY MERBY

Dan McAllister

e-Pay at sdttc.com

FREF e-Check

SDTTC P.O. Box 129009 San Diego, California 92112



THE RESERVE

PAY ONLINE sdttc.com

TAX BILL YEAR 2018/2019

FISCAL YEAR BEGINNING JULY 1. 2018 AND ENDING JUNE 30, 2019

PROPERTY ADDRESS, DESCRIPTION - SUBDIVISION 02550 VALLEY PKWY EAST BLK 176 LOT 8

CUPRENT OWNER

EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92527

SPECIAL MESSAGES

THIS IS A SUPPLEMENTAL TAX BILL ON THE ABOVE DESCRIBED PROPERTY PER R8T CODE SECTION 75 AND SERVES AS THE ASSESSORS REQUIRED NOTICE OF VALUE CHANGE DUE TO A CHANGE OF OWNERSHIP ON JUL 19. 2018.

C MAENO WAS

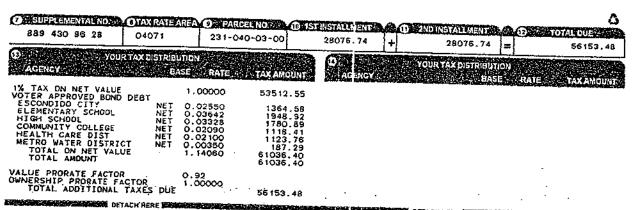
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G SUPPLEMENTAL VALUES & EXEMPTIONS

IMPROVEMENTS NEW ASSESSED VALUES 6300000 100000 596151 6400000 PRIOR TAX ROLL VALUES CHANGE IN ASSESSMENT 452594 1048745 LESS NEW EXEMPTIONS INCLUDING HOMEOWNER'S 496151 NET SUPPLEMENTAL VALUE ASSESSMENT ***********
NET VALUE PRORATED 1: HONTHS (0.92) OF FISCAL YR 2018-2019

THIS BILL MAILED ON MAR 1. 2019

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TO PAY 200 INSTALLMENT SEND STUB WITH PAYMENT WRITE SUPPLEMENTAL NO. ON CHECK WRITE SUPPLEMENTAL NO, ON CHECK INCLUDE BOTH STUBS IF PAYING BOTH INSTACLMENTS

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SUPPLEMENTAL NO. 888 430 96 28

2018

EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

Dan McAllister 5702

SEP 3, 2019

e-Pay at Sdttc.com

FREF e-Check FAYABLE TO:

> SDTTC P.O. Box 129009 San Diego, California 92112

PAY THIS AMOUNT 28076.

PAID AFTER DELINQUENT DATE IN BOX 18 30894.41

F NEGATIVE AMOUNT YOU ARE ENTITLED TO A REFUNG

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D SUPPLEMENTAL NO. TO TAX RATE AREA 889_430 95 28

TO PARCEL NO. DELINGUENT AFTER TO TO PAY BOTH INSTALLMENTS BY DELINQUENT DA 231-040-03-00

APR 30, 2019

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EASTWOOD MEADOWS M H P LLC C/O THOMSEN PROPERTIES 301 E 17TH ST #208 COSTA MESA CA 92627

Dan McAllister 5702

e-Pay at Sdttc.com

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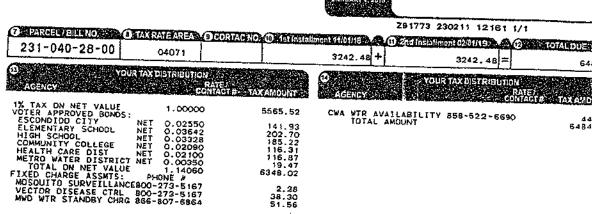
P.O. Box 129009 San Diego, California 92112



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			Item6.	W.
	SECURED TAX BILL OCT 0 9 2018	For Fiscal Year Bec	JED 5 1 Jan 1 But said in pinning July 1, 2018 and Ending APDRESS DESCRIPTION SUB-	
Ownée Cinns ni	HANSON JOHN V TRUST 01-11-78 C/O ESCONDIDO MOBILE PARK WEST TW 430 S SAN DIMAS AVE	(EX ST WID)E H OF	LDT 2 BLK 176 DEABLD RESURVEY SHEET A	
special Messages	SAN DIMAS CA 91773	000723 000723 00000000000000000000000000	DEFECTIONS VALUES LAND IMPROVEMENTS TOTAL LAI PERSONAL PROPERTY EXEMPTIONS	22) 33(55(
	•	DOCUMENT DATE) 12/24/01	HOMEOWNERS \$ OTHER NET TAXABLE VALUE	55€
		OWNER OF RECORD ON JANUARY 1, 2013	HANSON JOHN V TRUST OF 11 78 BLACKBURN CAROLINE	AND



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TO PAY 2Nd INSTALLMENT SEND THIS STUB WITH YOUR PAYMENT WRITE YOUR PARCEL NO. ON YOUR CHECK PLEASE SEPARATE AND INCLUDE BOTH STUBS IF PAYING BOTH RISTALLMENTS (B) PARCEL/BILL NO (C) TAX RATE AREA (D) CORTAC NO. (D) ODE DATE (D) DELINQUENT AFTER (D) TO PAY BOTH INSTALLMENTS BY DEC. (

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SECURED PROPERTY TAX
For Fiscal Year 07/01/18 - 06/30/19

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12-10-18

231 040 28 00

430 S SAN DIMAS AVE SAN DIMAS CA 91773

HANSON JOHN V TRUST 01-11-78

C/O ESCONDIDO MOSILE PARK WEST TW

Dan McAllister

02-01-19

e-Pay at Sdttc.com FREE /e-Check

D PAYABLE TO:

SDTTC P.O. Box 129009 San Diego, California 92112

\$ LATE PAYMENT AFTER APRIL 10, 20 \$

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AMOUNT DUE FEB. 1, 20

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WRITE YOUR PARCEL NO. ON YOUR CHECK
PLEASE SEPARATE AND INCLUDE BOTH STUBS IF PAYING BOTH INSTALLMENTS D PARCEL / BILL NO. TAX RATE AREA 231 040 28 00 04071

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SECURED PROPERTY TAX For Fiscal Year 07/01/18 - 06/30/19

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e-Pay at Sdttc.com FREE /e-Check

Dan McAllister

11-01-18

D - PAYABLE TO: SDTTC P.O. Box 129009

San Diego, California 92112

3242.48 LATE PAYMENT AFTER DEC. 10, 2018 3566.72 \$

AMOUNT DUE NOV. 1, 2018

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HANSON JOHN V TRUST Q1-11-78 C/D ESCONDIDO MOBILE PARK WEST TW 430 S SAN DIMAS AVE SAN DIMAS CA 91773

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SECURED TAX BILL



OCT 0.9 2018.

ET AL

PLANCES CANSES

HANSON JOHN V TRUST 01-11-78

C/O MOBILPARK WEST 430 S SAN DIMAS AVE SAN DIMAS CA 91773

SPECIAL MESSAGES

For Fiscal Year Beginning July 1, 2018 and Ending June O PROPERTY ADDRESS - DESCRIPTION - SUBDIVISI

02550 VALLEY PRWY EAST

LOT 8 BLK 176

PANCHO RINCON DEL DIABLO RESURVEY SHEET A

2 MAP NO. 000723

O DOCUMENT NO.

949774

O DOCUMENT DATE 12/24/01

IMPROVEMENTS TOTAL LAT PERSONAL PROPERTY EXEMPTIONS HOMEOWNERS

O DESCRIPTION VALUES & EXE

OTHER NET TAXABLE VALUE

HANSON JOHN V TRUST D BLACKBURN CAROLINE O: 11 78 41

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DETACH HÉRE SESE

O PARCEL / BULL NO. O TAX RATE AREA O CORTAC NO. 10 12 Installment 100 / 18 0 2nd installment 00/01/19 O TOTAL DUI 231-040-03-00 04071 6108.52 + 6108.52 YOUR TAX DISTRIBUTION YOUR TAX DISTRIBUTION

1% TAX ON NET VALUE VOTER APPROVED BONDS: ESCONDIDD CITY ELEMENTARY SCHOOL HIGH SCHOOL 1.00000 CWA WTR AVAILABILITY 858-522-6690 TOTAL AMOUNT 10487.45 ET 0.02550 ET 0.03642 ET 0.03328 ET 0.02090 ET 0.0250 1.14060 PHONE # NET 267.43 NET NET NET 207.43 381.96 349.03 219.18 220.23 36.70 11961.98 HIGH SCHOOL
COMMUNITY COLLEGE
MET 0.02090
MEALTH CARE DIST NET 0.02100
METRO WATER DISTRICT NET 0.00350
TOTAL ON NET VALUE
FIXED CHARGE ASSMTS: PHONE %
MOSQUITO SURVELLANCE800-273-5167
VECTOR DISEASE CTRL 800-273-5167
MWD WTR STANDBY CHRG 866-807-6864

TO PAY 2AG INSTALLMENT SEND THIS STUB WITH YOUR PAYMENT WRITE YOUR PARCEL NO. ON YOUR CHECK PLEASE SEPARATE AND INCLUDE BOTH STUBS IF PAYING BOTH INSTALLMENTS

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SECURED PROPERTY TAX For Fiscal Year 07/01/18 - 06/30/19 @ TO PAY BOTH INSTALLMENTS BY DEC

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HANSON JOHN V TRUST 01-11-78

C/O MOBILPARK WEST 430 S SAN DIMAS AVE SAN DIMAS CA 91773

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02-01-19 Dan McAllister

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> SDTTC P.O. Box 129009 San Diego, California 92112

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SECURED PROPERTY TAX For Fiscal Year 07/01/18 - 06/30/19

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11-01-18 12-10-18 Dan McAllister

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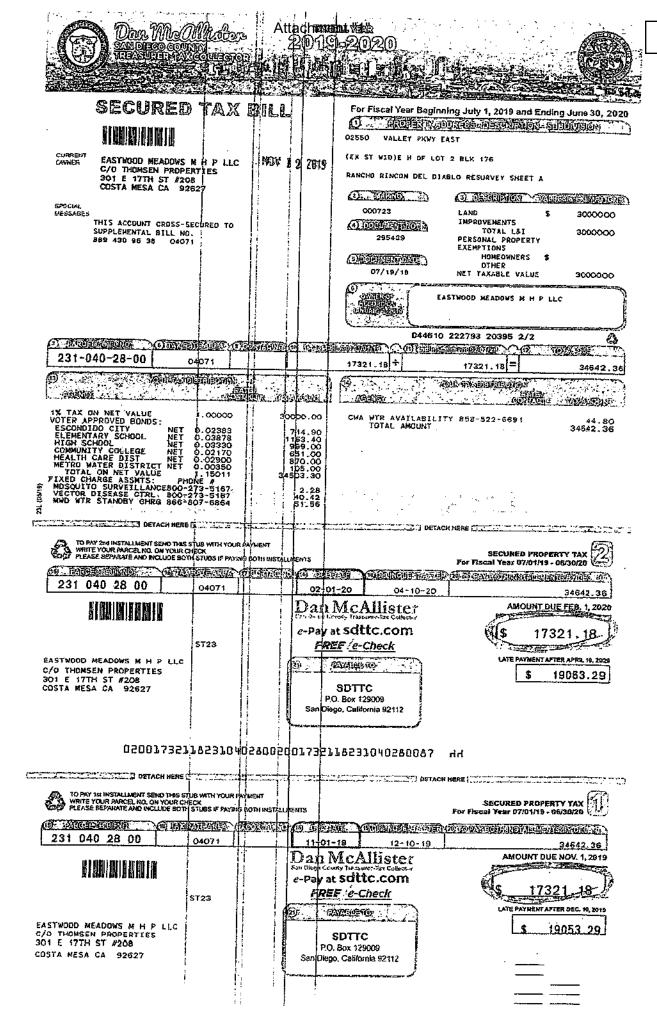
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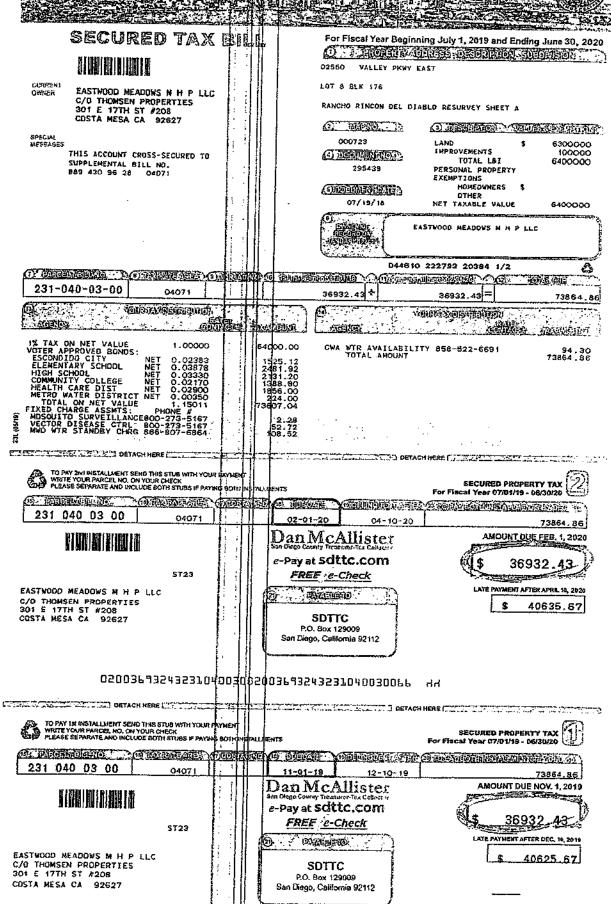
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HANSON JOHN V TRUST 01-11-78 ET AL

C/O MORILPARK WEST 430 S SAN DIMAS AVE SAN DIMAS CA 91773

SDTTC San Diego, California 92112





General Ledger Detail Report Detail Postings for Period 01 Thru 12 Ending 12/51/2017

Item6.

293 EASTWOOD MEADOWS MH COMMUNITY (293)

Account Numbe Period Date	Journal	Comments	Beg Balance	Debit			
5810-000 04 4/1/2017 04 4/1/2017 04 4/25/2017 12 12/1/2017 12 12/1/2017	AP-000114 AP-000114 AP-000122 AP-000187 AP-000187	Real Property Taxes San Diego County /IN: TAX17-04 San Diego County /IN: TAX17-23 San Diego County /IN: TAX17-32 San Diego County /IN: TAX1217- San Diego County /IN: TAX1217-	0.60	3,125.76 5,892.65 122.46 6,009.67 3,189.39	0.00 0.00 0.00 0.00 0.00	Net Change	3,125,76 9,018,41 9,140,87 15,150,54 18,339,93
		Report Total:	0.00	18,339.93	0.00	18,339.93	18,339.93
		Webort (Otal:	0.00	18,339.93	0.00	18,339,93	18,339.93

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G/L Date: 8/9/2022

Page: 1

User Logon: ac3

SEP 28 2016 PAY ONLINE www.sdtreastax.com

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HANSON JOHN V TRUST 01-11-78

C/O ESCONDIDO MOBILE PARK WEST TW 430 S SAN DIMAS AVE SAN DIMAS CA 81773

SPECIAL A4ESSAGES

OWNER MESSAGES

2016-2017 For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017 CONTRACTOR OF THE PROPERTY OF

02550 VALLEY PKWY EAST

(EX ST WID)E H OF LOT 2 BLK 176

RANCHO RINCON DEL DIABLO RESURVEY SHEET A Ch Impara 000723 LAND 217397 IMPROVEMENTS Car mercica 317547 TOTAL L&I 534944 949811 PERSONAL PROPERTY EXEMPTIONS OF THEORY HOMEOWNERS OTHER 12/24/01 NET TAXABLE VALUE 534944

HANSON JOHN V TRUST O: 1: 78 AND BLACKBURN CAROLINE

			10.00	A CONTRACTOR OF THE PROPERTY O
231-040-28-00	04071	STORING CONTROL	ற்கும் . ∰ 3125.76	291773 C60015 13007 1/1
AGENCY 1% TAX ON NET VALUE	Kontakaja kat Suok	RAVE TALVANDOVA		YOUR TAX DISTRIBUTION RATE TAX AMOUNT
VOTER APPROVED BOND ESCONDIDO CITY ELEMENTARY SCHOOL HIGH SCHOOL COMMUNITY COLLEGE HEALTH CARE DISTRI TOTAL ON NET VAL FIXED CHARGE ASSMTS MOSQUITO SURVEILLAI VECTOR DISEASE CTR. MWO WTR STANDBY CHI	NET 0.02876 NET 0.04152 NET 0.03083 NET 0.01757 NET 0.02350 CT NET 0.00350 UE 1.14568 : PHONE # NCE800-273-5167	5349.44 153.85 222.11 164.93 93.98 125.71 18.72 6128.74 2.28 24.14 51.56	CWA 1	NTR AVAILABILITY 858-522-6690 44.80 FOTAL AMOUNT 6251.52

SEP 28 2016 PAY ONLINE www.sdtreastax.com

CURRENT OWNER

HANSON JOHN V TRUST 01-11-78

ET AL

C/O MOBILPARK WEST 430 S SAN DIMAS AVE SAN DIMAS CA 91773

SPECIAL

MESSAGES

OWNER MESSAGES

Service Contract the Allianor Service Allianor 02550 VALLEY PKWY EAST

LOT 8 BLK 176

RANCHO RINCON DEL DIABLO RESURVEY SHEET A

EN IDIONA 000723

LAND IMPROVEMENTS CA: MENTOS

435020 573002 TOTAL L&I 1008022 PERSONAL PROPERTY **EXEMPTIONS**

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DTHER NET TAXABLE VALUE

For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

HOMEOWNERS

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231-040-03-00 04071 YOUR TAX DISTRIBUTION

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YOUR YAYOFT FIRUTION CWA WTR AVAILABILITY 858-522-6690 TOTAL AMOUNT

1% TAX ON NET VALUE 1.00000
VOTER APPROVED BONDS:
ESCONDIDO CITY NET 0.02876
ELEMENTARY SCHOOL NET 0.04152
HIGH SCHOOL NET 0.03083
COMMUNITY COLLEGE NET 0.0757
HEALTH CARE DIST NET 0.02350
METRO WATER DISTRICT NET 0.00350
TOTAL ON NET VALUE 1.14568
FIXED CHARGE ASSMTS: PHONE #
MOSQUITO SURVEILLANCE800-273-5167
VECTOR DISEASE CTRL 800-273-5167
MWD WTR STANDBY CHRG 866-807-6864 10080.22 289.95 418.54 310.77 177.10 236.88 35.28 11548.70 2.28 31.50 108.52

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PAY ONLINE www.sdtreastax.com

1 TAX BILL YEAR 2017/2018

FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 2 PROPERTY DESCRIPTION / LOCATION / LAST

PERSONAL PROPERTY/FIXTURES

2550 E VALLEY PKWY

LIEN DATE OWNER AS OF JANUARY 1

MOBILE PARKS WEST DBA EASTWOOD MEADOWS 430 S SAN DIMAS AVE SAN DIMAS CA

91773

SPECIAL MESSAGES O EN OLIMENT DATE:

04/06/2017

4 - ACCOUNT NO.

718-2924000 BARCEL NO.

231-040-28-00

6 DESCRIPTION VALUES&EXEMPTIONS LAND **IMPROVEMENTS** 657 TOTAL L&I 657 PERSONAL PROPERTY 10032 **EXEMPTIONS**

HOMEOWNERS OTHER NET TAXABLE VALUE

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DUE DATE

MAY 04, 2017

MAIL ID 10002 192 ENGRALE AND COMPANY OF THE OWN A Marie 2017-013231 004071 122.46 122.46 7011P TAY DISTRIBUTION STATE OF THE STATE OF SPECIAL NOTICE

AGENCY	I	IRIGUTION BASE RATE	TAX AMOUNT
1% TAX-PROPOSITION 13 VOTER APPROVED BONDED		1.00000	106.89
CITY	NET	0.02876	3.08
ELEM SCH	NET	0.04152	4.44
HIGH OR UNIF	NET	0.03083	3.30
COMMUNITY COLLEGE	NET	0.01757	1.87
SPECIAL DISTRICTS		0.02700	2.88
TOTAL ON NET VALUE		1.14568	122.46

TOTAL TAXES DUE 122.46

PERSONAL PROPERTY BILLS

The owner of personal property as of January 1 is responsible for paying the unsecured tax bill. If the owner sells or disposes of the personal property after January 1, the owner is still responsible for paying the entire tax. Taxes will not be prorated due to the sale or disposal of taxable personal property after January 1. For personal property sold before January 1 of the applicable tax year or for any current or future address changes, please complete and return the form located on the back of the payment stub.

TRANSFERRED BILLS

Escape and supplemental tax bills on real property where there has been a change of ownership prior to the enrollment of the tax bill are transferred to the unsecured tax roll. Payment of the unsecured bill is the responsibility of the former owner. Unpaid taxes on mobilehomes, possessory interests, and unitary tax bills (State Board of Equalization assessments) are transferred to the unsecured tax roll after June 30.

CORRECTED BILLS

Corrected bills may be issued for various reasons including but not limited to Assessment Appeals Board Application, Assessor's Stipulations, valuation errors, late exemption application or other reasons.

PENALTIES

If taxes are unpaid by the due date provided in the bill, payment of delinquent penalties, interest, and costs will be assessed as provided by law, and will be required to be paid in order to satisfy the lien for taxes. For a schedule of penalty posting dates, visit our website at www.sdfreastax.com and click on the "Tax Collection" link.

SECURED TAN BILL

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HANSON JOHN V TRUST 01-11-78 ET AL

C/O MOBILPARK WEST 430 S SAN DIMAS AVE SAN DIMAS CA 91773

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018 Annuas des Action significa-VALLEY PRWY EAST

LOT 8 BLK 176

OCT 2 2017

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RANCHO MINCON DEL DIABLO RESURVEY SHEET A

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The Company of the Company	1 HPROVEMENTS	584462
	TOTAL LE?	1028182
949774	PERSONAL PROPERTY	
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HANSON JOHN V TRUST OF IT 78 AND BLACKBURN CAROLINE

NET TAXABLE VALUE

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231-040-03-00 04071			73 200498 12512 1/1 6009.67	\$ 12019.34
1% TAX DN NET VALUE 1% TAX DN NET VALUE 1% TAX DN NET VALUE VOTER APPROVED BONDS: LSCONLIDG CITY ELEMENTARY SCHOOL NET 0.0216 HIGH SCHOOL NET 0.0318 COMMUNITY COLLEGE NET 0.0216 MEALTH CARE DIST NET 0.0216 METRO WATER DISTRICT NET 0.0036 TOTAL ON NET VALUE FIXED CHARGE ASSMTS: PHONE # MOSQUITO SURVEILLANCEBOO-273-516 VECTOR DISEASE CITEL 800-273-516 VECTOR DISEASE CITEL 800-273-516 MMD WIR STANDBY CHER 866-807-686	27. 72 14 419.91 33 327.28 30 211.08 0 215.91 0 35.98 1 11769.70	CWA WTR AVAILABIL TOTAL AMOUNT	2003	94.30 12019.34

DETACH HERE ELLER STATE OF THE TO PAY 2NJ INSTALLMENT SEND THIS STUB WITH YOUR PAYMENT WRITE YOUR PARCEL NO. ON YOUR CHECK PLEASE SEPARATE AND INCLUDE BOTH STUBS IF PAYING 60TH INSTALLMENTS

SECURED PROPERTY TAX For Fiscal Year 07/01/17 - 06/30/18

TO PAY BOTH INSTALLMENTS BY DEC. ID.

6620.63

@ 3 FARCEL I BILLING \$100 OF TAX PARE ARCA? GCORTAC NO. O. DUE DATE ? @ DELINGUENT AFTER 231 040 03 00 04071

Dan McAllister

02-01-18

04-10-18

12019.34

ST23

HANSON JOHN V TRUST 01-11-78

FT At

PAY ONLINE www.sdttc.com by FREE s-check

SDTTC

P.O. Box 129009 San Diego, California 92112

AMOUNT DUE FEB. 1, 2018 6009.67 LATE PAYMENT AFTER APRIL 10, 2016

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4	TO PAY IN INSTALLMENT SEND THIS STI

C/O MOBILPARK WEST 430 S SAN DIMAS AVE SAN DIMAS CA 91773

IB WITH YOUR PAYMENT PLEASE SEPARATE AND INCLUDE BOTH STUBS IF PAYING BOTH INSTALLMENTS

SECURED PROPERTY TAX For Fiscal Year 97/01/17 - 96/39/18

C STARLED BILLIO : TO CTAL PATE AREA 231 040 03 00 04071

COCONTAC NOT COMPUTED AN EAR OF CHILD VEHICLES YOU WAS DEFINED AND SERVICE OF THE CASE.

DETACH HERE!

Dan McAllister

12019.34 AMOUNT DUE NOV. 1, 2017

ST23

PAY ONLINE www.sdttc.com by FREE e-check

HANSON JOHN V TRUST 01-11-78 ET AL SOTTC P.O. Box 129009 Sen Diego, California 92112

6009. LATE PAYMENT AFTER DEC. 10, 2017

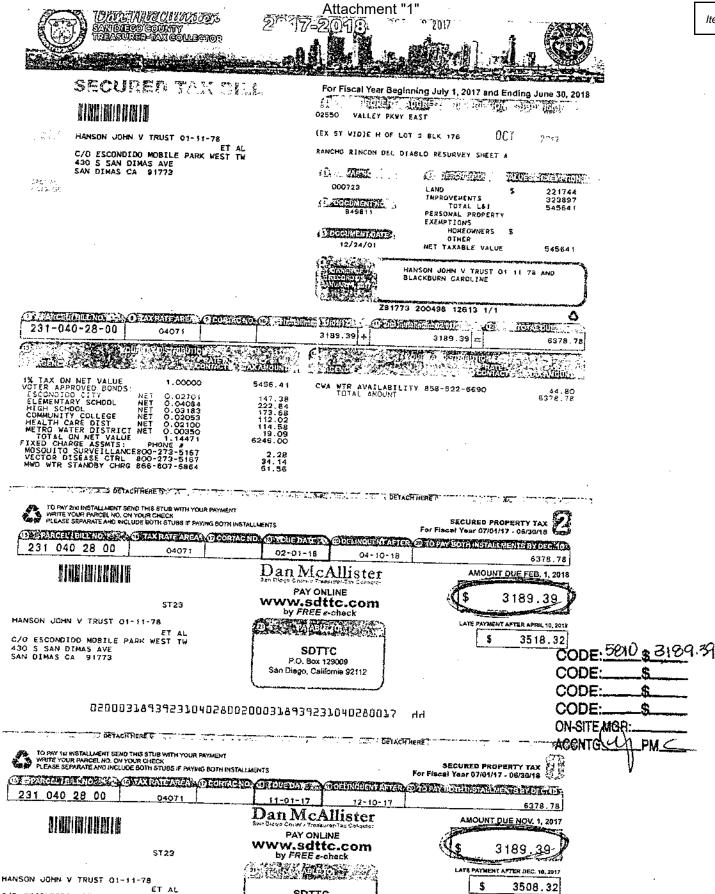
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ACCNTG/

C/O MORTI PARK WEST

430 S SAN DIMAS AVE SAN DIMAS CA 91773



SDTTC

P.O. Box 129009

San Diego, California 92112

ET AL

C/O ESCONDIDO MOBILE PARK WEST TW

430 S SAN DIMAS AVE

SAN DIMAS CA 91773

Attachment 4

293 EASTWOODHINEADOWS MH COMMUNITY

	PERIOD TO D	ATE	YEAR TO DA	ΪΈ
	ACTUAL	%	ACTUAL	%
REVENUE				
INCOME				
Base Rent Collected	73,836.09	84.2%	885,091.00	79.6
TOTAL INCOME	73,836.09	84.2%	885,091.00	79.6°
OTHER INCOME			•	
Extra Residents	150.00	0.2%	1,600.00	0.1°
Laundry	100.00	0.1%	1,749.00	0.29
Recycle	546.25	0.6%	6,891.94	0.69
R.V. Storage	160.00	0.2%	2,280.00	0.29
Gas	2,242.33	2.6%	41,567.20	3.79
Electric	5,654.27	6.5%	114,938.04	10.39
Water	121.55	0.1%	139.19	0.0%
Sewer	2,833.09	3.2%	33,696.45	3.0%
Trash	1,855.00	2.1%	22,420.74	2.0%
Other Income	143.64	0.2%	1,513.04	0.19
TOTAL OTHER INCOME	13,806.13	15.8%	226,795.60	20.49
TOTAL REVENUE	87,642.22	100.0%	1,111,886.60	100.0%
EXPENSE	·		.,,	100.07
PROPERTY MANAGEMENT				
Property Management Fee	2,593.36	3.0%	31,141.75	2.8%
MF - CEJ Management	421.15	0.5%	11,045.18	1.0%
TOTAL PROPERTY MANAGEMENT	3,014.51	3.4%	42,186.93	
ON-SITE MANAGEMENT	0,014.01	3.470	42,100.93	3.8%
Project Telephone/Ans. Service	788.49	0.9%	7,577.04	0.7%
Salaries	6,205.86	7.1%	74,269.09	6.7%
Payroll Taxes	474.75	0.5%	6,725.34	0.7%
Workers' Compensation	82.37	0.1%	7,015.91	0.6%
Group Insurance	101.41	0.1%	1,216.92	0.0%
Office Supplies-Equipment	578.13	0.7%	4,836.54	0.4%
Uniforms	0.00	0.0%	71.79	0.0%
Vehicle/Mileage Allowance	0.00	0.0%	90.95	0.0%
Credit Checks	0.00	0.0%	154.00	0.0%
Other	0.00	0.0%	66.25	0.0%
TOTAL ON-SITE MANAGEMENT	8,231.01	9.4%	102,023.83	9.2%
UTILITIES	3,20 173 1	0.470	102,025.05	3.270
Gas	1,778.08	2.0%	25,123.65	2.3%
Electric	7,756.86	8.9%	142,396.62	12.8%
Cable T.V.	44.67	0.1%	535.99	0.0%
Water	1,473.71	1.7%	16,921.16	1.5%
Sewer	2,926.11	3.3%	34,863.42	3.1%
Trash	2,598.59	3.0%	31,840.53	2.9%
Fire Service	0.00	0.0%	1,128.00	0.1%
Other	0.00	0.0%	25.80	0.0%
TOTAL UTILITIES	16,578.02	18.9%	252,835.17	22.7%
GROUNDS & LANDSCAPING	70,010104	70.070	202,000.17	44.1 /0
Contract Landscaping Service	930.00	1.1%	13,371.00	1.2%
Sprinkler System Repairs	0.00	0.0%	1,358.00	0.1%
Supplies and Materials	0.00	0.0%	709.06	0.1%
Tree Maintenance	2,005.00	2.3%	8,780.00	0.1%
TOTAL GROUNDS & LANDSCAPING	2,935.00	3.3%	24,218.06	2.2%
	4,000,00	0.070	<u>-</u> -7,4.10.00	2.270

293 EASTWOOD MEADOWS MH COMMUNITY

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	%	ACTUAL	%
BUILDINGS - GENERAL				
Pest Control	75.00	0.1%	975.00	0.1%
Janitorial Supplies	0.00	0.0%	329.06	0.0%
Appliance & Equipment Repairs	105.00	0.1%	2,608.59	0.2%
Supplies and Materials	706.42	0.8%	13,040.29	1.2%
TOTAL BUILDINGS - GENERAL	886,42	1.0%	16,952.94	1.5%
RENTAL UNITS EXPENSE		0.001	240.47	0.00/
Janitorial Services	0.00	0.0%	243.47	0.0%
TOTAL RENTAL UNITS EXPENSE	0.00	0.0%	243.47	0.0%
POOL / JACUZZI		0.507	# 00F 00	0 =0/
Pool/Jacuzzi Service Contract	400.00	0.5%	5,865.00	0.5%
Pool/Jacuzzi Repairs	726.00	0.8%	926.00	0.1%
Pool/Jacuzzi Supplies & Matl"s	0.00	0.0%	684.00	0.1%
TOTAL POOL / JACUZZI	1,126.00	1.3%	7,475.00	0.7%
UTILITIES	0.00	0.0%	177.36	0.0%
Streets/Ground/Bldg. Light Rep	0.00 458.00	0.0%	10,587.33	1.0%
Electrical System Repairs	0.00	0.5%	6,199.16	0.6%
Plumbing Repairs	0.00	0.0%	594.00	0.0%
Air Conditioning/Heating	0.00	0.0%	1,596.16	0.1%
Cable TV/Master Antenna	811,00	0.0%	12,198.17	1.1%
Gas System Repair			31,352,18	2.8%
TOTAL UTILITIES	1,269.00	1.4%	31,352.10	2.670
PKG, WALKS, STREETS, PATIOS	176.25	0.2%	1,691.28	0.2%
Sweeping Service	0.00	0.0%	26,925.00	2.4%
Driveways	176.25	0.2%	28,616.28	2.6%
TOTAL PKG, WALKS, STREETS, PATIOS	176.25	0.276	20,010.20	2.07
VEHICLE REPAIR & MAINT.	20.00	0.0%	569.21	0.1%
Vehicle Repairs & Maint.	0.00	0.0%	4,638.28	0.4%
Golf Cart /Repairs TOTAL VEHICLE REPAIR & MAINT.	20.00	0.0%	5,207.49	0.5%
· • · · · · · · · · · · · · · · · · · ·		7.3%	114,065.42	10.3%
TOTAL REPAIRS & MAINTENANCE	6,412.67	1.370	114,005.42	10.570
ADVERTISING	0.00	0.0%	1,500.00	0.1%
Tenant Activities				0.1%
TOTAL ADVERTISING	0.00	0.0%	1,500.00	0.1%
OTHER EXPENSES	1,957.00	2.2%	2,928.05	0.3%
Business Licenses/Permits	214.20	0.2%	397.10	0.0%
Legal Expenses	490,68	0.6%	6,052.20	0.5%
Accounting & Data Processing	0.00	0.0%	1,851.15	0.2%
Dues and Subscriptions	495,00	0.6%	5,940.00	0.5%
Patrol Service	0.00	0.0%	3,580.00	0.3%
CPA	0.00	0.0%	78.22	0.0%
Education & Seminars	0.00	0.0%	879.99	0.1%
Signs	925.00	1.1%	11,100.00	1.0%
Accounting - CEJ Mgmt	32,941.67	37.6%	53,716.60	4.8%
Land Lease - J. Hanson	32,941.67	37.6%	53,716.60	4.8%
Land Lease - C. Blackburn	16,594.00	18.9%	16,594.00	1.5%
Depreciation Expense	86,559.22	98.8%	156,833.91	14.1%
TOTAL OTHER EXPENSES	00,009.22	90.076	190,000,01	17.170

293 EASTWOOD, MEADOWS MH COMMUNITY

FOR THE TWELVE PERIOD(s) ENDED DECEMBER 31, 2017

Item6.

	PERIOD TO DATE		YEAR TO DATE	
TAXES	ACTUAL	%	ACTUAL	%
Real Property Taxes Franchise Tax Board	9,199.06	10.5%	18,339.93	1.65
TOTAL TAXES	9,199.06	10.5%	800.00 19,139.93	0.19
INSURANCE	0,100.00	10.070	10,100.00	1.75
Property & Gen. Liability Ins.	208.84	0.2%	8,932.69	0.8%
TOTAL INSURANCE	208.84	0.2%	8,932.69	0.89
TOTAL OPERATING EXPENSES	130,203.33	-148.6%	697,517.88	-62.7%
NET OPERATING INCOME	-42,561.11	48.56%	414,368.72	-37.27%
DEBT SERVICE TOTAL DEBT SERVICE MAJOR REPAIRS / REPLACEMENT	0.00	0.0%	0.00	0.0%
Other	0.00	0.0%	2,500.00	0.2%
TOTAL MAJOR REPAIRS / REPLACEMENT CAPITAL EXPENDITURES	0.00	0.0%	2,500.00	0.29
TOTAL CAPITAL EXPENDITURES	0.00	0.0%	0.00	0.0%
Net Income (Loss)	-42,561.11	-48.6%	411,868.72	37.0%

293 EASTWOOD MEADOWS MH COMMUNITY

ACTUAL % ACTUAL % REVENUE INCOME Base Rent Collected 77,123.80 85.2% 902,049.66 78.
INCOME
Base Rent Collected 77 123 80 85 2% 902 049 66 78
TOTAL INCOME 77,123.80 85.2% 902,049.66 78.
OTHER INCOME
Extra Residents 100.00 0.1% 2,089.80 0.1
Laundry 120.00 0.1% 2,285.00 0.1
Recycle 546.25 0.6% 6,658.82 0.6
R.V. Storage 240.00 0.3% 2,720.00 0.3
Gas 2,002.54 2.2% 35,811.53 3,
Electric 5,328.80 5.9% 130,238.62 11.4
Water 189.97 0.2% 2,132.17 0.3
Sewer 2,922.95 3.2% 35,534.91 3.1
Trash 1,855.00 2.0% 23,298.69 2.0
Other Income 80.85 0.1% 1,397.85 0.1
TOTAL OTHER INCOME 13,386.36 14.8% 242,167.39 21.3
TOTAL REVENUE 90,510.16 100.0% 1,144,217.05 100.0
EXPENSE
PROPERTY MANAGEMENT
Property Management Fee 2,711.93 3.0% 31,946.88 2.8
MF - CEJ Management 565.88 0.6% 11,997.70 1.0
TOTAL PROPERTY MANAGEMENT 3,277.81 3.6% 43,944.58 3.8
ON-SITE MANAGEMENT
Project Telephone/Ans. Service 685.32 0.8% 8,599.98 0.8
Salaries 5,821.40 6.4% 83,354.60 7.3
Payroll Taxes 445.34 0.5% 8,075.39 0.7
Workers' Compensation 430.68 0.5% 6,118.44 0.5
Group Insurance 0.00 0.0% 101.41 0.0
Office Supplies-Equipment 367.18 0.4% 11,403.70 1.0
Computer System 52.50 0.1% 52.50 0.0
Credit Checks 0.00 0.0% 108.75 0.0
Other 0.00 0.0% 77.25 0.0
TOTAL ON-SITE MANAGEMENT 7,802.42 8.6% 117,892.02 10.3
UTILITIES
Gas 2,246.57 2.5% 17,924.17 1.6
Electric 7,868.17 8.7% 157,450.24 13.8
Cable T.V. 26.20 0.0% 1,071.58 0.1
Water 6,055.48 6.7% 31,516.95 2.8
Sewer 3,069.66 3.4% 37,156.02 3.2
Trash 2,679.12 3.0% 32,868.06 2.9
Fire Service 0.00 0.0% 428.73 0.0
TOTAL UTILITIES 21,945.20 24.2% 278,415.75 24.3
GROUNDS & LANDSCAPING
Contract Landscaping Service 1,133.00 1.3% 12,924.00 1.1
Sod & Planting-Materials Only 0.00 0.0% 474.00 0.0
Supplies and Materials 0.00 0.0% 2,059.67 0.2
Tree Maintenance 0.00 0.0% 13,920.00 1.2
TOTAL GROUNDS & LANDSCAPING 1,133.00 1.3% 29,377.67 2.6

293 EASTWOOD: MELADIOWS MH COMMUNITY

INCOME STATEMENT

	PERIOD TO DA	PERIOD TO DATE		YEAR TO DATE	
DIM DINOS CENEDAS	ACTUAL	%	ACTUAL	%	
BUILDINGS - GENERAL Carpet/Flooring					
Pest Control	0.00	0.0%	450.00	0.0	
Janitorial Supplies	75.00	0.1%	900.00	0.1	
Appliance & Equipment Repairs	0.00	0.0%	99.99	0.0°	
Supplies and Materials	105.00	0.1%	633.78	0.11	
TOTAL BUILDINGS - GENERAL	0.00	0.0%	9,452.46	0.8	
	180.00	0.2%	11,536.23	1.0°	
RENTAL UNITS EXPENSE Janitorial Services					
	0.00	0.0%	540.00	20.0	
TOTAL RENTAL UNITS EXPENSE	0.00	0.0%	540.00	0.09	
POOL / JACUZZI					
Pool/Jacuzzi Service Contract	600.00	0.7%	9,636.00	0.8%	
Pool/Jacuzzi Repairs	0.00	0.0%	3,889.00	0.39	
Pool/Jacuzzi Supplies & Matl"s	0.00	0.0%	40.00	0.0%	
TOTAL POOL / JACUZZI	600.00	0.7%	13,565.00	1.2%	
UTILITIES			·		
Electrical System Repairs	0.00	0.0%	1,977.13	0.2%	
Plumbing Repairs	0.00	0.0%	13,549.14	1.29	
Air Conditioning/Heating	0.00	0.0%	602.99	0.19	
Sewer Repairs & Maintenance	0.00	0.0%	6,530.00	0.6%	
Gas System Repair	0.00	0.0%	2,187.40	0.2%	
Fire Hydrant Testing	0.00	0.0%	89.68	0.0%	
Back Flow Devices	0.00	0.0%	19,188.50	1.7%	
TOTAL UTILITIES	0.00	0.0%	44,124.84	3.9%	
PKG, WALKS, STREETS, PATIOS					
Sweeping Service	0.00	0.0%	2,361.61	0.2%	
Driveways	0.00	0.0%	14,450.00	1.3%	
TOTAL PKG, WALKS, STREETS, PATIOS	0.00	0.0%	16,811.61	1.5%	
VEHICLE REPAIR & MAINT.			•		
Vehicle Repairs & Maint.	0.00	0.0%	813.09	0.1%	
Park Owned Coach	0.00	0.0%	85.00	0.0%	
Golf Cart /Repairs	0.00	0.0%	541.40	0.0%	
TOTAL VEHICLE REPAIR & MAINT.	0.00	0.0%	1,439.49	0.1%	
TOTAL REPAIRS & MAINTENANCE	1,913.00	2.1%	117,394.84	10.3%	
ADVERTISING	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*** 170	111,007.07	10.0 /0	
Tenant Activities	0.00	0.0%	251.68	0.00/	
TOTAL ADVERTISING	0.00			0.0%	
	0.00	0.0%	251.68	0.0%	

293 EASTWOOD THE FADOWS MH COMMUNITY INCOME STATEMENT

	PERIOD TO D	DATE	YEAR TO DA	ATE
OT!	ACTUAL.	%	ACTUAL	%
OTHER EXPENSES				
Business Licenses/Permits	1,955.00	2.2%	3,645.93	0.3
Interest	0.00	0.0%	15.23	0.0
Legal Expenses	0.00	0.0%	2,270.88	0.2
Accounting & Data Processing	488.56	0.5%	6,591.59	0.6
Dues and Subscriptions	0.00	0.0%	2,109.15	0.2
Donations Retro Consider	0.00	0.0%	2,580.00	0.2
Patrol Service CPA	495,00	0.5%	6,126.50	0.5
	0.00	0.0%	2,900.00	0.3^{t}
Education & Seminars	0.00	0.0%	66.24	0.0
Appraisal Fees	. 0.00	0.0%	2,500.00	0.2
Signs	0.00	0.0%	318.22	0.0
Accounting - CEJ Mgmt	925.00	1.0%	11,100.00	1.09
Land Lease - J. Hanson	0.00	0.0%	15,109.04	1,3 ^c
Land Lease - C. Blackburn	0.00	0.0%	15,109.04	1.39
Land Lease - Eastwood Meadows MHP, LLC	68,173.61	75.3%	79,505.39	6.99
Other	0.00	0.0%	1,245.00	0.19
Depreciation Expense	17,604.00	19.4%	17,604.00	1.5%
TOTAL OTHER EXPENSES	89,641.17	99.0%	168,796.21	14.89
TAXES			, , , , , , , , ,	, , , ,
Real Property Taxes	9,351.00	10.3%	18,550.06	1.6%
Franchise Tax Board	0.00	0.0%	800.00	0.19
TOTAL TAXES	9,351.00	10.3%	19,350.06	1.7%
INSURANCE	• • • • • • • • • • • • • • • • • • • •	, , , , ,	70,000,00	1.7
Property & Gen. Liability Ins.	8,392.00	9.3%	9,044.83	0.8%
TOTAL INSURANCE	8,392.00	9.3%	9,044.83	0.8%
TOTAL OPERATING EXPENSES	142,322.60	-157.2%	755,089.97	-66.0%
NET OPERATING INCOME	-51,812.44	57.24%	389,127.08	-34.01%
DEBT SERVICE				04.01 X
TOTAL DEBT SERVICE	0.00	0.0%	0.00	0.0%
MAJOR REPAIRS / REPLACEMENT	0.00	0.070	0.00	0.0%
Landscaping	0.00	0.0%	1,354.00	0.1%
Plumbing	0.00	0.0%	95.00	0.0%
TOTAL MAJOR REPAIRS / REPLACEMENT	0.00	0.0%	1,449.00	
CAPITAL EXPENDITURES		0.076	1,449.00	0.1%
Utilities	0.00	0.0%	1,613.27	0.1%
TOTAL CAPITAL EXPENDITURES	0.00	0.0%	1,613.27	0.1%
Net Income (Loss)	EA 042 A4	£7.00/	202.004.04	
HOLINOUNG (E039)	-51,812.44	-57.2%	386,064.81	33.7%

293 EASTWOOD MEADOWS MH COMMUNITY

Item6.

INCOME STATEMENT

	PERIOD TO DA	TE	YEAR TO DA	ATE
	ACTUAL	%	ACTUAL	%
REVENUE				
INCOME				
Base Rent Collected	79,601.78	82.2%	941,182.30	79.21
TOTAL INCOME	79,601.78	82.2%	941,182.30	79.2°
OTHER INCOME				
Extra Residents	100.00	0.1%	1 420 20	0.46
Laundry	94.78	0.1%	1,138.39 3,388.77	0.1° 0.3°
Recycle	551.93	0.6%	6,609.31	0.69
R.V. Storage	240.00	0.2%	2,880.00	0.29
Gas	2,640.40	2.7%	40,021.12	3.4°,
Electric	6,794.85	7.0%	121,516.07	10.29
Water	353.41	0.4%	2,912.61	0.29
Sewer	4,527.81	4.7%	43,818.25	3.79
Trash	1,874.29	1.9%	22,479.13	1.9%
Cable T.V.	0.00	0.0%	-0.10	0.0%
Other income	86.23	0.1%	2,446.92	0.29
TOTAL OTHER INCOME	17,263.70	17.8%	247,210.47	20.8%
TOTAL REVENUE	96,865.48	100.0%	1,188,392.77	100.0%
EXPENSE	55,555.15	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,700,002.77	100.07
PROPERTY MANAGEMENT				
Property Management Fee	2,797.78	2.9%	33,112.37	2.8%
MF - CEJ Management	711.45	0.7%	12,765.13	1.19
TOTAL PROPERTY MANAGEMENT	3,509.23	3.6%	45,877.50	3.9%
ON-SITE MANAGEMENT	3,222.24		70,017.00	0.07
B :: (T)				
Project Telephone/Ans. Service	308.33	0.3%	6,148.59	0.5%
Internet Service	85.61	0.1%	315.56	0.0%
Salaries Payroll Taxes	5,845.00	6.0%	72,588.42	6.1%
•	474.81	0.5%	6,447.45	0.5%
Workers' Compensation Office Supplies-Equipment	426.17	0.4%	4,642.55	0.4%
Computer System	51.38	0.1%	4,596.05	0.4%
Credit Checks	52.50	0.1%	630.00	0.1%
Other	0.00	0.0%	139.00	0.0%
TOTAL ON-SITE MANAGEMENT	0.00	0.0%	77.25	0.0%
	7,243.80	7.5%	95,584.87	8.0%
UTILITIES				
Gas	2,690.72	2.8%	24,613.68	2.1%
Electric	10,029.82	10.4%	143,034.41	12.0%
Cable T.V.	62.33	0.1%	749.38	0.1%
Water	6,493.94	6.7%	70,553.54	5.9%
Sewer	4,609.26	4.8%	48,464.31	4.1%
Trash	105.32	0.1%	33,276.53	2.8%
Fire Service	0.00	0.0%	390.00	0.0%
TOTAL UTILITIES	23,991.39	24.8%	321,081.85	27.0%
GROUNDS & LANDSCAPING				
Contract Landscaping Service	1,548.00	1.6%	13 105 00	100 07
Sod & Planting-Materials Only	0.00	0.0%	13,185.00	108 %
555 & Flanking-materials Only	0.00	U.U /0	352.00	0.0%

Sprinkler System Repairs Tree Maintenance	Attachment "1"	0.00 0.00	0.0% 0.0%	826. <i>Ita</i>	em6. 1.0'
TOTAL GROUNDS & LANDSCAPING		1,548.00	1.6%	25,901.00	2.2
BUILDINGS - GENERAL		.,		20,501.00	<u>د</u> . <u>د</u>
Pest Control		75.00	0.1%	900.00	0.14
Janitorial Supplies		0.00	0.0%	1,998.05	0.2
Appliance & Equipment Repairs		0.00	0.0%	3,641.66	0.3
Supplies and Materials		0.00	0.0%	1,280.19	0.19
Other		1,454.98	1.5%	2,034.98	0.29
TOTAL BUILDINGS - GENERAL		1,529.98	1.6%	9,854.88	0.89
RENTAL UNITS EXPENSE		,	·		0.0,
TOTAL RENTAL UNITS EXPENSE	- 	0.00	0.0%	0.00	0.0%
POOL / JACUZZI					
Pool/Jacuzzi Service Contract		400.00	0.4%	7,858.00	0.7%
Pool/Jacuzzi Repairs		0.00	0.0%	345.00	0.0%
Pool Furniture		0.00	0.0%	3,051.50	0.3%
Pool/Jacuzzi Supplies & Matl"s	<u></u>	0.00	0.0%	164.00	0.0%
TOTAL POOL / JACUZZ! UTILITIES		400.00	0.4%	11,418.50	1.0%
		2.22	5.6 04		
Electrical System Repairs Plumbing Repairs		0.00	0.0%	3,553.50	0.3%
Sewer Repairs & Maintenance		246.50	0.3%	7,863.22	0.7%
Gas System Repair		0.00	0.0%	810.00	0.1%
TOTAL UTILITIES		811.00	0.8%	3,632.70	0.3%
PKG, WALKS, STREETS, PATIOS		1,057.50	1.1%	15,859.42	1.3%
Sweeping Service		191.45	0.2%	2,288.28	0.2%
Driveways		0.00	0.0%	14,850.00	1.2%
TOTAL PKG, WALKS, STREETS, PATIOS	<u></u>	191.45	0.2%	17,138.28	1.4%
VEHICLE REPAIR & MAINT.		131.40	0.270	17,130.20	1.476
Vehicle Repairs & Maint.		0.00	0.0%	85.00	0.0%
Golf Cart /Repairs		0.00	0.0%	434.45	0.0%
TOTAL VEHICLE REPAIR & MAINT.		0.00	0.0%	519.45	0.0%
TOTAL REPAIRS & MAINTENANCE		4,726.93	4.9%	80,691.53	6.8%
ADVERTISING					
TOTAL ADVERTISING		0.00	0.0%	0.00	0.0%
OTHER EXPENSES					
Business Licenses/Permits		2,340.00	2.4%	3,805.68	0.3%
Legal Expenses		0.00	0.0%	55,98	0.0%
Accounting & Data Processing		490.61	0.5%	6,908.35	0.6%
Dues and Subscriptions		0.00	0.0%	2,109.15	0.2%
Patrol Service		705.00	0.7%	8,880.00	0.7%
CPA		0.00	0.0%	3,336.00	0.3%
Education & Seminars		0.00	0.0%	533.46	0.0%
Signs Association CE Mant		45.02	0.0%	-182.81	0.0%
Accounting - CEJ Mgmt		925.00	1.0%	11,100.00	0.9%
Land Lease - Eastwood Meadows MHP, LLC Depreciation Expense		72,264.75	74.6%	113,814.61	9.6%
·	***************************************	18,591.00	19.2%	18,591.00	1.6%
TOTAL OTHER EXPENSES TAXES		95,361.38	98.4%	168,951.42	14.2%
		E 4 0 5 0 0 4	E0.004		109
Real Property Taxes		54,253.61	56.0%	148,216.12	12.5%

Personal Property Taxes Franchise Tax Board TOTAL TAXES INSURANCE	Attachment "1"	0.00 0.00 54,253.61	0.0% 0.0% 56.0%	117 36 800 /te	0.¢ em6. 0.1
Property & Gen. Liability Ins.		8,175.87	8.4%	8,806.43	0.7
TOTAL INSURANCE		8,175.87	8.4%	8,806,43	0.7
TOTAL OPERATING EXPENSES		197,262.21	-203.6%	870,127.08	-73.2
NET OPERATING INCOME DEBT SERVICE		-100,396.73	103.65%	318,265.69	-26.78
TOTAL DEBT SERVICE MAJOR REPAIRS / REPLACEMENT		0.00	0.0%	0.00	0.0
Gas Systems		0.00	0.0%	5,521.84	0.5°
TOTAL MAJOR REPAIRS / REPLACEMENT CAPITAL EXPENDITURES		0.00	0.0%	5,521.84	0.5°,
TOTAL CAPITAL EXPENDITURES		0.00	0.0%	0.00	0.0%
Net Income (Loss)		-100,396.73	-103.6%	312,743.85	26.3%

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Item6.

INCOME STATEMENT

FOR THE TWELVE PERIOD(s) ENDED DECEMBER 31, 2020

	PERIOD TO DA		YEAR TO DATE		
	ACTUAL	%	ACTUAL	%	
REVENUE					
INCOME Base Rent Collected					
	79,453.02	77.1%	976,802,99	77.19	
TOTAL INCOME	79,453.02	77.1%	976,802.99	77.19	
OTHER INCOME					
Extra Residents	50.00	0.0%	1,000.00	0.1%	
Laundry	0.00	0.0%	678.21	0.19	
Recycle	4.37	0.0%	2,278.50	0.2%	
R.V. Storage	240.00	0.2%	2,880.00	0.2%	
Gas	2,655.94	2.6%	50,576.64	4.0%	
Electric	13,182.48	12.8%	142,898.90	11.39	
Water	425.53	0.4%	4,575.58	0.4%	
Sewer	4,677.50	4.5%	57,232.21	4.5%	
Trash	2,557.49	2.5%	28,360.17	2.2%	
Other Income	0.00	0.0%	647.12	0.1%	
Late Fees	-201.02	-0.2%	-1,013.86	-0.1%	
TOTAL OTHER INCOME	> 23,592.29	22.9%	290,113.47	22.9%	
TOTAL REVENUE	103,045.31	100.0%	1,266,916.46	100.0%	
EXPENSE			,,		
PROPERTY MANAGEMENT					
Property Management Fee	2,789.27	2.7%	34,461.39	2.7%	
MF - CEJ Management	735.26	0.7%	14,681.92	1.2%	
TOTAL PROPERTY MANAGEMENT	3,524.53	3.4%	49,143.31	3.9%	
ON-SITE MANAGEMENT			.,		
Project Telephone/Ans. Service	0.00	0.0%	3,758.16	0.3%	
Project Telephone - Answering Service	327.36	0.3%	327.36	0.0%	
Internet Service	94.88	0.1%	1,599.78	0.0%	
Salaries	4,148.13	4.0%	56,273.72	4.4%	
Payroll Taxes	317.33	0.3%	5,413.71	0.4%	
Workers' Compensation	292.85	0.3%	3,587.18	0.4%	
Office Supplies-Equipment	27.00	0.0%	3,549.69	0.3%	
Computer System	52.50	0.1%	2,017.45	0.3%	
Uniforms	0.00	0.0%	492.12	0.0%	
Credit Checks	0.00	0.0%	230.00	0.0%	
Other	0.00	0.0%	66.25	0.0%	
TOTAL ON-SITE MANAGEMENT	5,260.05	5.1%	77,315.42	6.1%	
UTILITIES	-,	******	77,010.42	Q. 170	
Gas	4,178.28	4.1%	27 026 76	2 20/	
Electric	12,048.03	11.7%	27,925.75	2.2%	
Cable T.V.	63.74	0.1%	176,116.21 2,115.05	13.9%	
Water	5,915.53	5.7%		0.2%	
Sewer	4,785.96	4.6%	76,860.35 57,752.68	6.1% 4.6%	
Trash	5,841.72	5.7%	38,461.05	4.6% 3.0%	
Fire Service	0.00	0.0%	300.50	3.0% 0.0%	
Other	0.00	0.0%	893.25 [D. 0 76	
TOTAL UTILITIES	32,833.26	31.9%	380,424.84	111 %	
	72,000.20	01.070	000,724.04 L		

GROUNDS & LANDSCAPING Fence and Wall Repairs	Attachment "1"	4.000.00			em6.
Contract Landscaping Service		4,600.00	4.5%	6,121.	D.5
Sod & Planting-Materials Only		1,208.00	1.2%	15,956.00	1.3
Sprinkler System Repairs		390.00	0.4%	454.00	0.0
Supplies and Materials		0.00	0.0%	435.00	0.0
Tree Maintenance		0.00	0.0%	576.77	0.0
Other		3,000.00	2.9%	20,200.00	1.6
		-201.02	-0.2%	-201.02	0.0
TOTAL GROUNDS & LANDSCAPING		8,996.98	8.7%	43,542.42	3.4
BUILDINGS - GENERAL					
Pest Control		78.00	0.1%	936.00	0.19
Janitorial Supplies		0.00	0.0%	224.09	0.09
Appliance & Equipment Repairs		0.00	0.0%	530.13	0.09
Supplies and Materials		431.93	0.4%	7,453.49	0.69
TOTAL BUILDINGS - GENERAL		509.93	0.5%	9,143.71	0.79
RENTAL UNITS EXPENSE					
Janitorial Services		0.00	0.0%	485.00	0.0%
TOTAL RENTAL UNITS EXPENSE	***************************************	0.00	0.0%	485.00	0.0%
POOL / JACUZZI					
Pool/Jacuzzi Service Contract		460.00	0.4%	6,433.00	0.5%
Pool/Jacuzzi Repairs		0.00	0.0%	1,578.00	0.1%
TOTAL POOL / JACUZZI		460.00	0.4%	8,011.00	0.6%
UTILITIES			0 . 170	3,011.00	0.07
Streets/Ground/Bldg. Light Rep		0.00	0.0%	660.00	0.1%
Electrical System Repairs		0.00	0.0%	1,263.03	0.1%
Plumbing Repairs		0.00	0.0%	1,206.00	0.1%
Air Conditioning/Heating		0.00	0.0%	172.00	0.0%
Sewer Repairs & Maintenance		0.00	0.0%	600.00	0.0%
Gas System Repair		0.00	0.0%	770.00	0.0%
Supplies and Materials		0.00	0.0%	283.00	0.0%
TOTAL UTILITIES		0.00	0.0%		
PKG, WALKS, STREETS, PATIOS		0.00	0.076	4,954.03	0.4%
Street Patching and Repairs		0.00	0.0%	201.02	0.0%
Sweeping Service		0.00	0.0%	1,999.63	0.0%
Driveways		0.00	0.0%	2,500.00	
TOTAL PKG, WALKS, STREETS, PATIOS					0.2%
VEHICLE REPAIR & MAINT.		0.00	0.0%	4,700.65	0.4%
Golf Cart /Repairs		0.00	0.0%	400.00	0.00/
TOTAL VEHICLE REPAIR & MAINT.		0.00	0.0%	408.28 408.28	0.0%
TOTAL REPAIRS & MAINTENANCE	u , ,	9,966.91	9.7%	71,245.09	5.6%
ADVERTISING				,	
Tenant Activities TOTAL ADVERTISING		0.00	0.0%	1,965.00	0.2%
OTHER EXPENSES		0.00	0.0%	1,965.00	0.2%
Business Licenses/Permits		2,334.00	2.3%	2,602.52	0.2%
Legal Expenses		0.00	0.0%	344.17	0.2 %
Accounting & Data Processing		501.64	0.5%	6,762.22	0.5%
Dues and Subscriptions		0.00	0.0%	1,335.15	0.5%
Patrol Service		705.00	0.7%	17,192.00	
CPA		0.00	0.7%	3,500.00	112
Education & Seminars		0.00	0.0%	_	
		0.00	0.070	523.57	0.0%

Attachment "1"	0.00	0.0%	1,800.0	1.19
Allacillient	0.00	0.0%	812.7 <i>l</i>	tem6. 19,
	925.00	0.9%	11,100.00	0.9%
	76,443.19	74.2%	117,993.05	9.3%
	18,535.00	18.0%	18,535.00	1.5%
 	99,443.83	96.5%	182,500.40	14.49
			·	
	71,255.95	69.2%	122,691.89	9.7%
	0.00	0.0%	265.08	0.0%
	0.00	0.0%	800.00	0.19
	71,255.95	69.2%	123,756.97	9.8%
	0.00	0.0%	745.41	0.1%
	0.00	0.0%	8,657.50	0.7%
	0.00	0.0%	111.16	0.0%
	0.00	0.0%	9,514.07	0.8%
	222,284.53	-215.7%	895,865.10	-70.7%
	-119,239.22	115.72%	371,051.36	-29.29%
	0.00	0.0%	0.00	0.0%
	0.00	0.0%	683.19	0.1%
	0.00	0.0%	683.19	0.1%
	0.00	0.0%	0.00	0.0%
	-119,239.22	-115.7%	370,368.17	29.2%
	Attachment "1"	0.00 925.00 76,443.19 18,535.00 99,443.83 71,255.95 0.00 0.00 71,255.95 0.00 0.00 0.00 222,284.53 -119,239.22 0.00 0.00 0.00 0.00	0.00 0.0% 925.00 0.9% 76,443.19 74.2% 18,535.00 18.0% 99,443.83 96.5% 71,255.95 69.2% 0.00 0.0% 0.00 0.0% 71,255.95 69.2% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0% 0.00 0.0%	0.00

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293 EASTWOOD MEADOWS MH COMMUNITY

INCOME STATEMENT

FOR THE TWELVE PERIOD(s) ENDED DECEMBER 31, 2021

PERIOD TO DATE YEAR TO DATE ACTUAL % ACTUAL % REVENUE INCOME Base Rent Collected 83,296.47 72.8% 997.854.04 76.0 TOTAL INCOME 83,296.47 72.8% 997,854.04 76.0 OTHER INCOME Laundry 167.06 0.1% 167.06 20.0 Recycle 0.00 0.0% 26.22 0.09 R.V. Storage 400.00 0.3% 3,619.61 0.3% Gas 3,853.61 3.4% 57,858.88 4.4% Electric 11,118.16 9.7% 155,312.91 11.89 Water 519.36 0.5% 5,755.99 0.4% Sewer 5,098.21 4.5% 58,215,14 4.49 Trash 3,351.53 2.9% 34,386,66 2.6% Late Fees 6,575.11 5.7% 0.00 0.0% TOTAL OTHER INCOME 31,083.04 27.2% 315,342.47 24.0% **TOTAL REVENUE** 114,379.51 100.0% 1,313,196.51 100.0% **EXPENSE** PROPERTY MANAGEMENT Property Management Fee 2,929,38 2.6% 35,082.03 2.7% MF - CEJ Management 1,142.82 1.0% 16,882.09 1.3% TOTAL PROPERTY MANAGEMENT 4.072.20 3.6% 51,964,12 4.0% **ON-SITE MANAGEMENT** Project Telephone/Ans. Service 148.74 0.1% 3,445.79 0.3% Project Telephone - Answering Service 252.52 0.2% 2,347,56 0.2% Internet Service 138.39 0.1% 883.11 0.1% Salaries 3,859.50 3.4% 46,088.40 3.5% Payroll Taxes 305.58 0.3% 3,897.87 0.3% Workers' Compensation 279.22 0.2% 2,967.28 0.2% Office Supplies-Equipment 390.07 0.3% 3,677.02 0.3% Computer System 72.50 0.1% 850,00 0.1% Credit Checks 34.50 0.0% 304.25 0.0% TOTAL ON-SITE MANAGEMENT 5,481.02 4.8% 64,461.28 4.9% UTILITIES Gas 3,623.91 3.2% 2.4% 31,987.84 Electric 25,105.61 21.9% 177,027.99 13.5% Cable T.V. 199.99 0.2% 1,958.59 0.1% Water 6,060.62 5.3% 78,224,02 6.0% Sewer 5,200.69 4.5% 64,578.62 4.9% Trash 3,404.59 3.0% 37,837.04 2.9% TOTAL UTILITIES 43,595.41 38.1% 391,614,10 29.8% **GROUNDS & LANDSCAPING** Fence and Wall Repairs 75.00 0.1% 1,525.00 0.1% Contract Landscaping Service 2,916.00 2.5% 17,250.77 1.3% Sod & Planting-Materials Only 120.00 0.1% 120.00 Sprinkler System Repairs 180.00 0.2% 114 180.00 Supplies and Materials 0.00 0.0%

Item6.

3,260,34

0.2%

Tree Maintenance	Attachment <u>"1"</u>	12,000.00	10.5%	33,338.Q <u>n</u>	
TOTAL GROUNDS & LANDSCAPING	Attacriment —	15,291.00	13.4%	55,674.1	tem6. 2%
BUILDINGS - GENERAL				<u> </u>	
Pest Control		78.00	0.1%	936.00	0.1%
Appliance & Equipment Repairs		0.00	0.0%	365.00	0.0%
Supplies and Materials		520.23	0.5%	6,627.67	0.5%
TOTAL BUILDINGS - GENERAL		598.23	0.5%	7,928.67	0.6%
RENTAL UNITS EXPENSE					
TOTAL RENTAL UNITS EXPENSE		0.00	0.0%	0.00	0.0%
POOL / JACUZZI					
Pool/Jacuzzi Service Contract		735.00	0.6%	10,635.00	0.8%
TOTAL POOL / JACUZZI		735.00	0.6%	10,635.00	0.8%
UTILITIES					
Electrical System Repairs		0.00	0.0%	2,032.24	0.2%
Plumbing Repairs		2,100.00	1.8%	3,035.44	0.2%
Air Conditioning/Heating		0.00	0.0%	800.00	0.1%
Gas System Repair		0.00	0.0%	1,481.07	0.1%
Other		220.00	0.2%	220.00	0.0%
TOTAL UTILITIES		2,320.00	2.0%	7,568.75	0.6%
PKG, WALKS, STREETS, PATIOS					
Street Patching and Repairs		0.00	0.0%	199,430.00	15.2%
Sweeping Service		599.46	0.5%	2,528.64	0.2%
Driveways		0.00	0.0%	13,450.00	1.0%
Other		0.00	0.0%	250.00	0.0%
TOTAL PKG, WALKS, STREETS, PATIOS		599.46	0.5%	215,658.64	16.4%
VEHICLE REPAIR & MAINT.					
Vehicle Repairs & Maint.		0.00	0.0%	30.00	0.0%
Park Owned Coach		0.00	0.0%	2,048.98	0.2%
Golf Cart /Repairs		0.00	0.0%	2,308.48	0.2%
TOTAL VEHICLE REPAIR & MAINT.		0.00	0.0%	4,387.46	0.3%
TOTAL REPAIRS & MAINTENANCE		19,543.69	17.1%	301,852.63	23.0%
ADVERTISING					
TOTAL ADVERTISING		0.00	0.0%	0.00	0.0%
OTHER EXPENSES					
Business Licenses/Permits		2,344.00	2.0%	2,868.57	0.2%
Legal Expenses		0.00	0.0%	50.00	0.0%
Accounting & Data Processing		531.16 0.00	0.5% 0.0%	6,806.49	0.5% 0.6%
Rent Control Fees		0.00	0.0%	7,800.00 1,335.15	0.5%
Dues and Subscriptions Patrol Service		705.00	0.6%	8,460.00	0.1%
CPA		0.00	0.0%	8,000.00	0.6%
Education & Seminars		0.00	0.0%	15.35	0.0%
Signs		0.00	0.0%	263.46	0.0%
Accounting - CEJ Mgmt		925.00	0.8%	11,100.00	0.8%
Land Lease - Eastwood Meadows MHP, LLC		80,972.15	70.8%	122,522.01	9.3%
Depreciation Expense		34,472.00	30.1%	34,472.00	2.6%
TOTAL OTHER EXPENSES		119,949.31	104.9%	203,693.03	15.5%
TAXES					
				_	
Real Property Taxes		55,924.31	48.9%	111,522.69	115 %

Franchise Tax Board		0.00	0.0%	800.00	0.1°
TOTAL TAXES	Attachment "1"	55,924.31	48.9%	112,458. /t	em6. 1.6°
INSURANCE				112,100.	emo.
Property & Gen. Liability Ins.		9,325.00	8.2%	9,325.00	0.79
Tenant Discrimination		0.00	0.0%	811.74	0.19
Employment Practices		0.00	0.0%	165.63	0.09
TOTAL INSURANCE	 	9,325.00	8.2%	10,302.37	0.8%
TOTAL OPERATING EXPENSES		257,890.94	-225.5%	1,136,345.77	-86.5%
NET OPERATING INCOME DEBT SERVICE		-143,511.43	125.47%	176,850.74	-13.47%
TOTAL DEBT SERVICE MAJOR REPAIRS / REPLACEMENT		0.00	0.0%	0.00	0.0%
TOTAL MAJOR REPAIRS / REPLACEMENT CAPITAL EXPENDITURES		0.00	0.0%	0.00	0.0%
TOTAL CAPITAL EXPENDITURES	,	0.00	0.0%	0.00	0.0%
Net Income (Loss)		-143,511.43	-125.5%	176,850.74	13.5%

Attachment 5

REAL ESTATE APPRAISAL REPORT

EASTWOOD MEADOWS MH COMMUNITY 2550 E. VALLEY PARKWAY ESCONDIDO, SAN DIEGO CO., CA AS OF SEPTEMBER 1, 2020

PREPARED FOR:

BESSIRE AND CASENHISER, INC.

JOHN P. NEET, MAI

APPRAISAL & CONSULTING SERVICES FOR MANUFACTURED HOUSING COMMUNITIES AND RV PARKS

September 28, 2020

Mr. Keith Casenhiser Bessire and Casenhiser, Inc. 430 S. San Dimas Avenue San Dimas, CA 91773

Re: Eastwood Meadows MH Community, 2550 E. Valley Parkway, Escondido, San Diego Co., CA

Mr. Casenhiser:

As requested and authorized, I have appraised the captioned property for the purposes of expressing my opinion of its market rental value as defined herein. The interests appraised are those of the Fee Simple estate.

As a result of my investigation and analysis, it is my conclusion that the market value of the subject property, as is, as of September 1, 2020, and subject to the assumptions, certification, and limiting conditions stated herein, was

ONE THOUSAND TWO HUNDRED SEVENTY DOLLARS PER MONTH \$1,270.00/MONTH

This is based on the current expense sharing basis. This appraisal and report is intended to comply with the following standards and agreements: ESR

- The Scope of Work agreement between the appraiser and the client
- The Standards of Professional Practice and Code of Ethics of the Appraisal Institute
- The Uniform Standards of Professional Appraisal Practice (USPAP)

This letter is part of the attached appraisal report which contains descriptions of the subject property, factual data, and my analysis of that data upon which the value conclusion is predicated in line with the scope of work agreed to. A summary of the scope of work is included on Page 6. Please refer to the limiting conditions, certification, and assumptions contained on Pages 9 through 11. The purpose, function, and intended use of this appraisal are described on Page 5.

Respectfully submitted,

John P. Neet, MAI

California General Appraisal Certificate No. AG003494; Certified through 3/14/2022

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ADDENDA

Provided Rent Roll Engagement Authorization Appraiser Qualifications (CV)

Summary of Facts & Conclusions

LOCATION AND FEATURES						
LOCATION:	2550 E Valley Pkwy, Escondido					
	San Diego County, CA					
CENSUS TRACT:	202.10/2					
ASSESSORS PARCEL IDENTIFICATION:	231-040-03-00	231-040-28-00				
RECORD DATES:	Effective Date of Appraisal-	July 1, 2020				
SITE AREA:	13.91	Acres				
	605,920	SF				
PRINCIPAL IMPROVEMENTS:	Number of Units (Total)-	129				
	Unit Breakdown-	129 MH Homesites				
	Year Built-	1971				
	Amenities and Service-	Recreation Center, service kitchen, game rooms, billiards room, pool, playground, ca wash				
	Other Facilities-	Laundry, Car Wash				
	Quality Rating-	Good				
	Overall Condition Rating-	Good				
	Remaining Economic Life-	75				
AGE RESTRICTION:	Unrestricted Age					
INTEREST CONSIDERED:	Fee Simple Leased Fee					
VALUE CONCLUSIONS		As-Is (Current Conditions)				
NCOME & RATES:						
MH Sites Market Rental Rate (/Unit/Mo.)		\$0.00				
MH Sites Avg. Contract Rental Rate (/Unit/Mo.)		\$627.92				
CONTRIBUTORY VALUE OF NON REALTY ITEMS:		Nominal				

Property Identification

The property that is the subject of this report are the individual mobile/manufactured home sites located in a mobile home park located at 2550 E. Valley Parkway, Escondido, San Diego County, California. A precise legal description was not available, but the property is sufficiently identified for appraisal purposes by the physical address and assessor's parcel numbers.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the subject property as defined on the Definitions page below.

Property Rights

The purpose of this appraisal is to estimate the market rental value, as defined herein¹, of the **Fee Simple** interest in the individual sites in the subject property subject to the current rental contracts.

Intended Use

It is my understanding that this appraisal is to be used to used in conjunction with a discretionary rent increase application to be made to the City of Esconidido for the subject property. The use of this appraisal is invalid for any other purpose.

Client and Intended Users

This report is intended for use only by Bessire and Casenhiser, Inc. There are no other clients.

Intended users of the appraisal report include the named client, the clients experts and counsel for the purpose stated above. The City of Escondido is also an intended user for the sole purpose of considering the discretionary rent increase application and for no other purpose.

Use of the report by others not named above is not intended by the appraiser or the client.

Scope of Work

The scope of this appraisal assignment involved the inspection of the subject property by John P. Neet, MAI, interviews with the property owner and responsible parties, the collection and analysis of pertinent market data and other information, and the completion of the valuation analysis contained herein. John P. Neet, MAI collected factual data utilized herein. John P. Neet, MAI, completed the appraisal analysis and the opinions stated herein are solely those of John P. Neet, MAI. The data collected and considered as well as the process of my reasoning is described throughout the report. This appraisal process meets the requirements of USPAP Standard No. 1. This appraisal is intended to be a Complete Appraisal under

¹ The "interest appraised" is often determined by the client, especially in assignments completed for lenders. The reader should be aware that the market for this property type generally relies on contract rather than market income. This often leads to confusion based on the definitions required by the client as a part of the scope of work. The terms fee simple, fee simple subject to existing rental contracts, and leased fee are often redefined to recognize the nuances of a market that relies heavily on contract or historic income for projections but utilizes short term rental contracts (month-to-month) as the basis of the landlord-tenant relationship.

generally accepted standards of appraisal, although this is not a USPAP defined term. This report is intended to be an Appraisal Report prepared in conformance with USPAP Standard 2-2 (a) The scope of work agreement between the appraiser and client is included in the Addenda.

Unit Type Conventions Used

The subject, like a number of properties of this type, has income producing <u>units</u> that are comprised of a variety of types. These may include <u>mobile/manufactured home sites</u>, <u>recreational vehicle sites</u>, <u>site-built units</u> (apartments, detached residences), or <u>commercial units</u>. Analysis of these various types of units requires the units to sometimes be analyzed as individual components and sometimes as the total number of units. In this report, the term <u>units</u> speaks to the aggregate number, while descriptions or analysis of the individual unit types considers only the number of units included in the specific category. In the subject property, there are 129 mobile/manufactured home sites. This results in a total of 129 income producing units.

By industry convention, other income producing land divisions (such as rustic or group campsites or vehicle storage spaces) are not included in the total number of units as described above.

The reader should also understand that the allocation of sites to capacity categories (singlewide, doublewide or multisection) is based on information provided by the owner or manager of the property for the following reasons:

- There is no accepted definition of the size of site necessary to accommodate a two-section manufactured home. For the common arrangement with tandem parking spaces on one side of the home, the site would have to be 14' to 15' wider than the home. This would indicate a minimum width of 38'-40' as necessary for the current industry standard 24' wide home (or 34'-35' for 20' wide homes). The size necessary to accommodate a specified home width can also be reduced by parking rearrangement to place the parking spaces in front of the units or off the individual site. Also, manufactured homes may be custom built to fit on a specified size of site.
- In most parks, the site boundaries are not legally defined by recordation or other method. Site boundaries are sometimes adjusted to accommodate homes of different sizes.
- The size of home that a particular site will accommodate may also be determined by the placement of the utility pedestal on the site or by local setback requirements.

The relative importance of this issue is location dependent in that the demand for affordable family housing in urban markets to fulfill the demands of families increases demand for larger homes, and in urban it is common to find communities that were developed in the 1950's and 1960's when smaller homes and homesites were the norm.

This is not a significant issue in this appraisal.

Appraisal Record Dates

The appraisal record dates are stated in the Summary of Facts and Conclusions on Page 3.

Property Ownership

According to documents available to the appraiser, as of the date of the appraisal, the owner of the subject property was Eastwood Meadows MHP LLC.

Recent Property History

The existing primary improvements were reportedly constructed in 1971 according to public records.

There are ongoing rental transactions involving the individual homesites in the subject property. Recent transactions are reported below.

_	Space No.	Date of Transaction	Rental Rate					
-	76	Jul-20	\$840					
	71	Apr-20	\$840					
	33	Apr-20	\$840					
	54	Feb-20	\$820					
	46	Aug-19	\$580					

Source: Property Manager

No other transactions regarding the subject property are known.

Exposure Time

Exposure time is defined as that period of time that the subject is offered for rent prior to rental of the site at the market rental value estimated in this appraisal. Exposure time, by definition, predates the appraisal date stated above. A reasonable projection requires the assumption that the property is properly priced and positions, professionally marketed, and has transferrable occupancy rights.

The market rental value estimated herein is based on an exposure time of 6 months or less, which appears to be a reasonable conclusion based on the data considered.

Personal Property

No personal property is considered in the market rental value appraisal.

Appraiser Qualifications

The principal appraiser holds general appraiser certificates in this and other states, and is the holder of the MAI designation, indicating the base qualifications needed to appraise properties of this level of complexity. As pertaining to this property type, the principal appraiser has performed valuation and counseling assignments involving over 7,000 manufactured housing communities, mobile home parks and RV parks, and as a result of this experience is qualified to complete this valuation assignment. Please refer to the appraiser's qualification statement in the Addenda.

Assumptions & Limiting Conditions

The Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute requires the appraiser to "clearly and unequivocally set forth all facts, assumptions, and conditions upon which the appraisal is based." In compliance with this requirement, and to assist the reader in interpreting this report, the general assumptions and limiting conditions are set forth as follows:

General Assumptions

- The information furnished by others is believed to be reliable, however, no warranty is given for its
 accuracy. Any income and expense records relating to the subject property that has been provided is
 assumed to be accurate as presented.
- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title
 considerations. No opinion as to the validity of the title is rendered. Title is assumed to be good and
 marketable, free and clear of all liens and encumbrances, easements and restrictions, except those
 specifically discussed in the report.
- It is assumed that the property is under responsible ownership and competent management.
- All engineering is assumed to be correct. The illustrative material in this report is included only to assist
 the reader in visualizing the property.
- It is assumed that there are no hidden or unapparent conditions of the property, the subsoil, or structures
 that render it more or less valuable. No responsibility is assumed for such conditions or for arranging
 the engineering studies that may be required to discover such conditions.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
- It is assumed that all zoning and use regulations and restrictions have been complied with, unless non-conformity is stated, defined, and considered in the appraisal report.
- It is assumed that all licenses, certificates of occupancy, consents or other legislative or administrative authority from any national, state, or local government or private entity or organization have been or can be obtained for any use upon which the value estimate contained in this report is based. Information regarding zoning, entitlements, land use issues, non-conformities, local rebuilding policies, and other legal restrictions is obtained from public records or by short interviews with municipal representatives. The scope of this appraisal does not include an in-depth document search or review. The future ability of the property to continue to be utilized for the purposes outlined in the appraisal or to be rebuilt to its current use and specification may be affected by changes in governmental policy or regulation, or by interpretations of existing rules. For greater clarity and understanding of the municipal policies and regulations that affect the subject property, or for assurances as to the future ability of the property to be used for any particular purpose, consultation with legal professionals is recommended.
- It is assumed that the utilization of land and improvements is within the boundaries or property lines of the land described and that there is no trespass or encroachment except as noted in the report.
- No opinion is expressed as to the value of the subsurface oil, gas, or mineral rights or whether the
 property is subject to surface entry for the exploration or removal of such materials, except as expressly
 stated.
- No opinion is expressed for matters that require legal, engineering, or other specialized knowledge beyond that customarily employed by real estate appraisers.
- I am not required to give further consultation, testimony, or to be in attendance in court with reference to the property in question unless arrangements have been previously made. The client is notified that

- any such further consultation, testimony, or attendance in court will be at my discretion and will be predicated upon the payment of an additional fee.
- No testing or inquiry was made regarding the existence of lead-based paint, asbestos containing
 materials, or termite infestation or damage. These areas are beyond the appraiser's expertise.
 Consultation with appropriate experts is recommended.
- No consideration has been given to the value of any personal property located upon the subject property, except as otherwise stated in the report.
- The plans and specifications, upon which this valuation is predicated, are assumed to show the intent
 of the builder, but I assume no responsibility for the correctness, or for any undisclosed modifications.
- The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short term supply and demand factors, and a continuing stable economy. These forecasts are therefore subject to changes with future conditions.
- The issue of compliance with the ADA (Americans with Disabilities Act) is beyond the scope of this appraisal. It is my recommendation that the client retain the services of a qualified expert in the field of ADA compliance to determine if the property conforms to the requirements of the ADA, and to determine the impact of noncompliance upon the use and utility of the subject improvements. The appraiser assumes the compliance of the subject property to the ADA, as such knowledge is beyond my knowledge and expertise.
- Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl's, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did I become aware of such during the inspection. I have no knowledge of the existence of such materials on or in the property unless otherwise stated. I am not qualified to test such substances or conditions. It is recommended that the client consult with an environmental hazard expert before making any decision regarding this property. The value estimated is predicated upon the assumption that there is no such condition on or in the property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise of knowledge required to discover them. The appraiser is not an expert in the field of hazardous materials. This appraisal does not constitute an expert inspection of the property for environmental or health hazards. The only way to be certain as to the condition of the property with respect to "environmental hazards" is to have an expert in the field inspect the property. This appraisal should not be relied upon as to whether environmental hazards exist on or near the property. It is the appraiser's recommendation that a Phase 1 Environmental Assessment be obtained on this or any other property prior to making any monetary decision involving the property to determine the potential for environmental hazards.

General Limiting Conditions

The distribution, if any, of the total valuation in this report between land and improvements applies only
under the stated program of utilization. The separate allocations for land and buildings must not be used in
conjunction with any other appraisal and are invalid if so used.

Extraordinary Assumptions

Information regarding zoning, entitlements, land use issues, non-conformities, local rebuilding policies, and other legal restrictions is obtained from public records or by short interviews with municipal representatives. The scope of this appraisal does not include an in-depth document search or review. The future ability of the property to continue to be utilized for the purposes outlined in the appraisal or to be rebuilt to its current use and specification may be affected by changes in governmental policy or regulation, or by interpretations of existing rules. For greater clarity and understanding of the municipal policies and regulations that affect the subject property, or for assurances as to the future ability of the property to be used for any particular purpose, consultation with legal professionals is recommended.

The use of extraordinary assumptions in the analysis might have affected the appraisal results.

Hypothetical Conditions

None.

Other Notices

• The appraisal has been prepared using a variety of available software, including Microsoft Word, Microsoft Excel, Adobe Acrobat, Nuance PDFMaker Pro and Argus. The reader should be aware that the calculating conventions regarding rounding iterations used by Excel and Argus differ from that of other software and handheld calculators. As a result, attempts to verify the mathematical calculations using other devices and software may yield slightly different results than stated herein.

Definitions²

Market Value³- The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they considers their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As-Is-Estimate of market value in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the appraisal date.

Fee Simple- An absolute fee; a fee without limitations to any particular class of heirs, or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation; an inheritable estate.

Leased Fee- An ownership interest, held by a landlord, with the right of use and occupancy conveyed by lease to others; usually consists of the right to receive rent and the right to possession of the property following the expiration of the lease.

Leasehold- A property held under the tenure of a lease. The right of use and occupancy of real property by virtue of a lease agreement; the right of a lessee to use and enjoy real estate for a stated term and upon certain conditions, such as payment of rent.

Transfer Rental Rate-Rental rate charged to new tenant purchasing existing, tenant owned home in park.

New Move-In Rate-Rental rate charged for space that is vacant or for new unit being moved in to park, or for a home purchased from park ownership or a related entity (COH).

Manufactured Home-Factory built home, constructed since 1974 in compliance with regulations promulgated by the United States Department of Housing and Urban Development (HUD); also known as a HUD code home.

Mobile Home-Factory built home, constructed prior to the 1974 HUD code requirement.

RV (Recreational Vehicle)-One of several alternative units designed for vacation use; includes Class A RV's (bus chassis), Class C RV's (van chassis), trailers (designed to be pulled behind powered vehicle), and park model RV's (see below).

Park Model RV-RV unit designed for permanent or semi-permanent placement; resembles a HUD code home in appearance, but is less than 400 SF in size, and is not in compliance with HUD code. Also known as Park Model Trailer.

Community (Company) Owned Home (COH)-A manufactured, mobile, or trailer owned by the owner of the property or a related entity that is either held for rental purposes or is offered for sale. Alternative term: POC (Park-Owned Coach).

Use Value-The value a specific property has for a specific use. In estimating use value, the appraiser focuses on the value the real estate contributes to the enterprise of which it is a part, without regard to the highest and best use of the property or the monetary amount that might be realized from its sale. In the MHP/MHC context, Use Value is based upon the amount of debt that the property could support under 501C3 corporation management and ownership.

² Definitions from the Appraisal of Real Estate, 13th Edition published by the Appraisal Institute and paraphrased and other sources.

³ Source: Office of Controller of the Currency (OCC), 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Def. (g), FIRREA Title XI, Section 34.42 (f); and Federal Deposit Insurance Corporation (FDIC) Final Rules, 12, CFR Part 323.2(f))

Certification

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting
 of a predetermined value or direction in value that favors the cause of a client, the amount of the value
 opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to
 the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, the Uniform Standards of Appraisal Practice (USPAP), and if applicable, the requirements of Title XI of FIRREA (Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989).
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its
 duly authorized representatives.
- As of the date of this report I, have completed continuing education program of the Appraisal Institute.
- As required by Title XI, 34.44 (a)(10), the following statement is included: The appraisal assignment was <u>not</u> based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The requirements of the competency provision of USPAP are met for the purposes of this appraisal assignment.
- I have performed valuation related services as an appraiser or in other capacity regarding the property
 that is the subject of this report within the three-year period immediately preceding acceptance of this
 assignment.



California General Appraisal Certificate No. AG003494; Certified through 3/14/2022

Regional Economic Conditions

The following excerpt from the Federal Reserve Board "Beige Book⁴" provides a current overview of the overall economic condition of the western United States:

Summary of Economic Activity

Economic activity in the Twelfth District expanded slightly on balance during the reporting period of July through mid-August. Employment levels increased marginally, but hiring was curtailed by firms' cost-containing efforts. Wages were generally stable, as was price inflation. Sales of retail goods rose slightly, while conditions in the consumer and business services sectors remained precarious. Manufacturing activity increased modestly. Weak conditions persisted in the agriculture sector. Residential real estate activity increased at a brisk pace, while activity in the commercial market picked up a bit. Lending activity ticked up further.

Employment and Wages

Employment levels increased marginally on net, but many employers curtailed hiring efforts to control costs in the challenging economic environment. Some metal and wood manufacturing facilities returned to operating full-time and added workers due to increased demand. A large transportation and logistics services provider increased entry-level job recruiting but froze manager searches. Most health-care and financial services providers noted restrictions on new hiring and overall flat employment levels, though a payment-processing firm in the Pacific Northwest reported actively hiring for several positions. Restaurants increased staffing modestly over the reporting period, but the tourism and entertainment industries noted persistently low employment levels. Some manufacturers expressed difficulties in finding skilled labor. Contacts in the agriculture sector also noted dwindling availability of immigrant workers, reducing the supply of unskilled labor. A few employers reported increased use of flexible schedules, or in some cases absenteeism, due to concerns about COVID-19 exposure, childcare, or schooling alternatives.

Wages remained flat overall. Most employers reported unchanged wages over the reporting period, partially due to cost containment efforts and uncertainty. In California and Oregon, wages at the bottom of the distribution saw a slight increase due to the implementation of new minimum wage regulations in July. Building materials manufacturers in California and the Pacific Northwest reported reinstating cost-of-living wage adjustments, retracting previous wage cuts, or offering widespread wage increases due to a brisk increase in demand. Conversely, some retailers eliminated hazard pay bonuses for their employees.

Prices

Inflation remained stable over the reporting period, on balance. Increased demand for logistics and transportation services resulted in additional surcharges designed to offset the cost of volume increases and greater dispersion of routes. Similarly, prices for metal products and building supplies strengthened on the back of recent additional demand. Food prices continued to climb at grocery stores, but prices declined slightly at restaurants and retail stores in an attempt to spur business. Some financial and business services providers either reduced or eliminated some types of fees because of lower demand. Contacts in other sectors such as health care, utilities, and machine supplies and repairs reported little to no changes in prices.

Retail Trade and Services

Retail sales rose slightly over the past six weeks, following a large bump in May and June when restrictions on nonessential businesses initially eased. Foot traffic to brick-and-mortar establishments decreased only slightly from end-June levels, while growth in e-commerce remained robust. Demand for do-it-yourself home materials soared, and sales of some specialty goods, for example bicycles and pet products, were on par with those from a year ago. Auto dealers reported continued high demand and lean inventories for both new and used vehicles, especially light trucks and SUVs. Retailers in some other sectors, such as

⁴ Prepared at the Federal Reserve Bank based on information collected before September 2, 2020. This document summarizes comments received from businesses and other contacts outside the Federal Reserve and is not a representation of the views of Federal Reserve officials.

apparel, mentioned reduced sales, operating hours, and capacity utilization, attributing the cutbacks to increases in COVID-19 cases and adherence to social-distancing guidelines.

Conditions in the consumer and business services sectors remained precarious. Sales remained strong in select markets, including logistics and delivery services, meeting technologies, and tax preparations. However, the bulk of food service, travel, and hospitality providers continued to operate at a fraction of their capacities and saw the bump in sales in late spring reversed during the current reporting period. Restaurants that have been able to continue operations reported weak sales, reduced seating, and dire prospects for the immediate future. Some have adapted by exclusively offering take-out service and operating straight from their kitchens. Air travel remained subdued with one airport in Southern California welcoming only 9 percent of its typical pre-pandemic monthly level for domestic passengers and virtually no international arrivals. Hoteliers in Southern California, Washington, and Hawaii reported lower booking volumes and occupancy rates, though those in Southern California performed somewhat better compared with the rest of the District. Demand for nonurgent legal services, elective health procedures, and live event-based entertainment remained soft, as clients socially distanced and postponed discretionary expenditures.

Manufacturing

Manufacturing activity increased modestly over the reporting period, but remains considerably below pre-pandemic levels. Demand for recycled metals and finished steel products strengthened as auto production and construction continued to pick up, though capacity utilization rates remained at about three-quarters of their year-ago levels. Building materials manufacturers have also benefited from increased construction activity, with a wood product manufacturer in the Pacific Northwest reporting many sawmills returning to normal working hours or even overtime. Energy usage by manufacturers across the District also rebounded, while a renewable energy equipment producer in California mentioned pent-up demand for its domestic output. Some manufacturers reported more challenging conditions depending on industry, raw material availability, and severity of supply chain disruptions.

Agriculture and Resource-Related Industries

Conditions in the agriculture sector remained weak overall. Yields and quality of grain, fruit, and nut crops were high. In the Mountain West, bumper wheat crops contributed to already bulging inventories from previous harvests. General production and distribution were constrained by COVID-19-related supply chain disruptions and additional expenses incurred to adhere to social-distancing guidelines at farms and processing centers. Domestic demand remained mixed overall, but sales of grapes, apples, and cherries to grocery stores and lumber to retailers and contractors increased notably over the reporting period. Export demand was weak, with producers in California and the Pacific Northwest highlighting poor sales to Asian markets across a variety of products, including nuts and lumber.

Real Estate and Construction

Residential construction activity increased at a brisk pace, supported by the low interest rate environment. Contacts reported increased demand for new single and multifamily homes in most areas, which helped boost permit issuance across the District. Existing inventories remained low, and prices climbed further as many buyers placed competing bids on desired homes. Workers continued to seek opportunities to move away from major metropolitan areas as some jobs become more conducive to teleworking. In the Mountain West and Pacific Northwest, homebuilders reported having trouble keeping up with demand, and pointed to the increasing costs of building materials and supply chain disruptions as their main constraints. Some parts of California saw less building activity and delayed permit issuance, as many local government offices remained closed.

Activity in the commercial real estate market picked up slightly, on net. Demand for new office space and hotel rooms remained soft, diverting construction into other commercial sectors. Existing commercial projects resumed, and new demand for industrial and warehouse space kept permitting high relative to pandemic-induced lows. A contact in Utah reported large investments in commercial properties including an airport, a convention venue, and an office tower.

Financial Institutions

Overall lending activity ticked up further. Contacts noted a shift in loan demand toward home mortgages,

Attachment "1"

Item6.

JOHN P. NEET, MAI

auto loans, and standard commercial loans as PPP activity wound down. Bankers reported that new and refinanced mortgages drove the bulk of business over the reporting period, as households took advantage of low interest rates. Loans to agricultural businesses were weak, but demand from builders was robust. Bankers highlighted solid liquidity conditions and strong capital positions as well as double-digit increases for deposits in some areas. Some contacts noted a decline in lending standards, which reduced credit quality and could increase delinquencies in the coming months. A contact in Arizona reported limited service hours due to COVID-19-related precautions, delaying deliveries of financial services.

San Diego County Descriptions

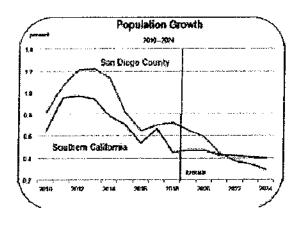
The following County economic forecast was prepared by the California Department of Transportation.

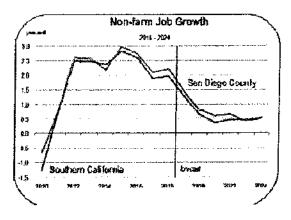
Forecast Summary

- 21,600 non-farm jobs will be created in San Diego County during 2019. Over the following five years, an average of 11,300 new jobs per year are expected.
- Employment growth will be led by four sectors; professional services, leisure services, education and healthcare, and government. This group will account for 96 percent of net job creation through 2024.
- · Job losses are expected in construction and manufacturing.
- The unemployment rate averaged 3.3 percent in 2018, and is not expected to change in 2019, In 2020, it may begin to rise.
- The population is expanding more quickly than broader Southern California.
- Housing production is just barely keeping pace with population growth. Over the forecast period, most new units will be in multifamily buildings, rather than stand alone single-family houses.

Job Growth

- Growth was very strong in 2018, but will be slower in 2019 and could turn negative if the economy falls into recession before the year 2024,
- 2018 growth was most prominent in leisure services, education and healthcare, professional business services, and construction.
- Between 2012 and 2018, non-farm job growth averaged 2.5 percent per year.

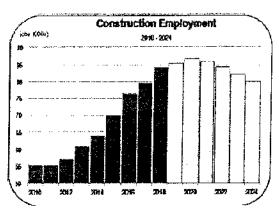




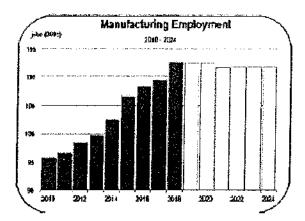
- Between 2018 and 2024, growth is expected to average 0.7 percent.
- Approximately 21,600 non-farm jobs will be created during 2019.
- Through 2024, an average of 11,300 new non-farm wage and salary jobs per year are forecast, with a rising number of informal or self-employed workers,

Construction Employment

- · 2,700 construction jobs were created last year.
- Most of the county's construction workers are deployed to residential, retail, and hatel projects in downtown San Diego. A large number are also working on the Otay Ranch project in Chula Vista, and a number of North County residential projects.



⁵ Source: CA Dept. of Transportation; http://www.doi.ca.gov/hq/tpp/offices/eab/socio_economic_files/2018/Full_Report_2019 pdf



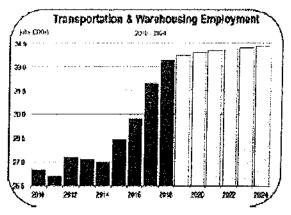
 Jobs may be lost during the forecast period as housing production tapers off, and as investment in new non-residential structures plateaus.

Manufacturing Employment

- The manufacturing sector expanded quickly in 2018.
- Breweries (in the beverage manufacturing industry) created 600 jobs last year.
- San Diego County has more than 100 breweries that employ 2,900 workers,
- . In 2018, lots of jobs were also created at:
 - Aerospace and navigational equipment manufacturers (1,400 jobs)
 - Manufacturers of pharmaceuticals and medical equipment (1,000 jobs)
- Not all firms created jobs. Layoffs were heavy at:
 - Qualcomm (1,369 layoffs)
 - General Dynamics NASSCO (1,493 layoffs)
 - Tyson Foods (590 layoffs)
- The layoffs at General Dynamics NASSCO contributed to 1,200 jobs lost in the shipbuilding sector, which tends to fluctuate as military contracts are awarded and completed.
- It is very likely that manufacturing employment has peaked for the current economic cycle.

Transportation and Warehousing Employment

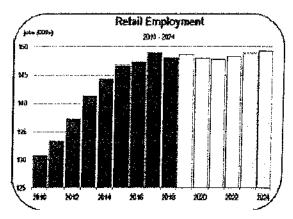
 This industry expanded incredibly rapidly in 2018, generating 2,300 new jobs,

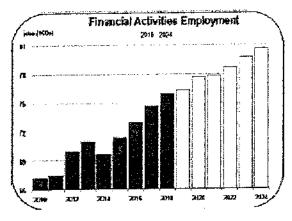


- Some of the gains were at San Diego International Airport and its many contractors and suppliers.
- Hundreds of jobs were also created at cargo trucking companies, which move goods from the factory to the warehouse, and from the warehouse to the consumer.
- Job growth will be slower in 2019 and and could turn negative in 2020 or 2021.

Retail Trade Employment

- . The retail sector lost 800 jobs in 2018,
- There were very few mass layoffs. Sears and Shoe Metro were the only companies to lay off more than 50 workers at once.
- 169 layoffs have already been planned for 2019, and more should follow. So far, Best Buy is expected to lay off 74 workers in La Mesa, and Charlotte Russe will lay off 85 workers in San Diego.



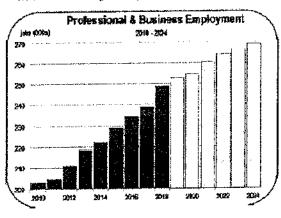


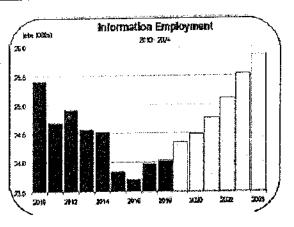
Financial Activities Employment

- The finance industry added 1,300 jobs in 2018.
- Local banks and credit unions are still losing jobs, but insurance companies and real estate firms are expanding.
- The future of the U.S health insurance landscape is unknown, and legislative changes could influence job growth in the health insurance portion of this industry.

Professional and Business Services Employment

- · Growth accelerated in this sector last year.
- More than 1,500 jobs were created at engineering companies, almost 3,000 jobs were generated by staffing agencies and back office support firms, and another 3,000 jobs were gained at TT consulting companies.
- In 2019 and 2020 this sector should continue to grow faster than the broader San Diego County labor market,



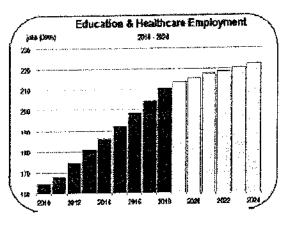


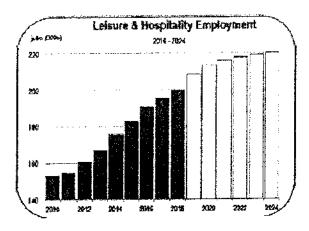
Information Employment

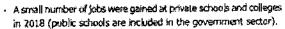
- Employment levels in this sector were unchanged in 2018.
- The information sector is comprised of newspapers, software publishers, telecommunications firms, and data service companies (i.e. web hosting and cloud storage).
- The software and data sectors should expand over the forecast period, outweighing job losses at newspapers and telecom firms.

Private Education and Healthcare Employment

- The healthcare industry continues to generate a large number of jobs.
- Gains have been concentrated in doctors' offices, residential care facilities, hospitals, and organizations that provide services to the elderly and people with disabilities.
- There were a few layoffs at Scripps Health and Tri-City Healthcare, but layoffs in this sector have been minimal.





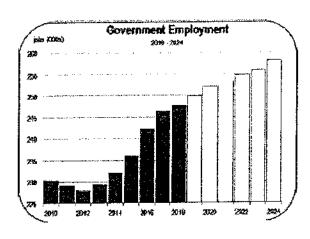


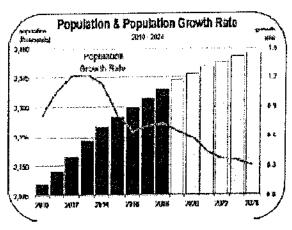
Leisure and Hospitality Employment

- Restaurants generated 2,500 new jobs in 2018.
- Last year more than 130 new restaurants opened across the country.
- 500 jobs were also added to gyms and fitness centers. Only 100 were created at hotals.
- After several years of disappointing attendance, visitation to Sea World rebounded in 2018, rising 5 percent.

Government Employment

 In 2018, most public job creation was at community colleges and state universities (+1,100 jobs) and at Indian Casinos, which are classified in the government sector (+1,300 jobs).

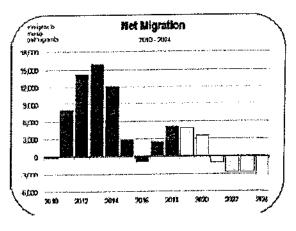


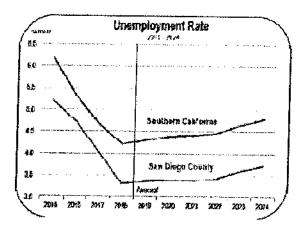


- The Department of Defense expanded by only 100 jobs. Local public schools lost 500 jobs.
- Future gains will be driven by population growth, public budgetary conditions, and the DOD budget.

Population Growth

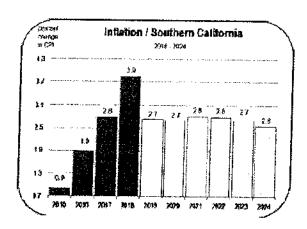
- The San Diego County population is now growing more quickly than most of California.
- An estimated 5,000 net migrants entered the county last year, leading to faster overall population growth.
- Over the forecast period, net migration will turn negative, and an average of 275 net migrants will exit the county each year.
- Population growth will average 0,5 percent per year, and the county will surpass 3,4 million people during the forecast period.





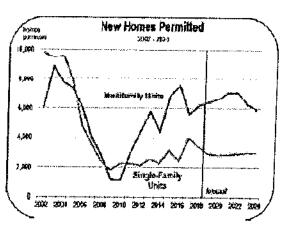
Unemployment and Inflation Rates

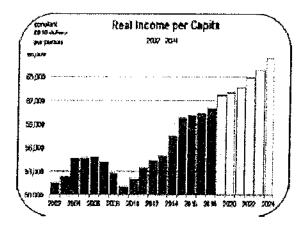
- The unemployment rate in San Diego County averaged 3.3 percent in 2018, which is lower than the composite rate for Southern California, Unemployment will remain at 3.3 percent in 2019,
- After 2019, the unemployment rate may deteriorate, but with an unemployment rate of just 3.4 percent, the job market will still be very tight,
- Inflation accelerated in 2018 as home prices and energy costs increased across Southern California.
- In 2019 and 2020, inflation is expected to be within a range of 2.5 percent and 3 percent,

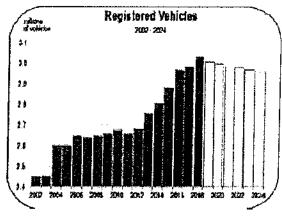


New Housing Production

- Housing production is barely keeping pace with population growth and housing affordability is becoming an issue. Many households now spend more than 35% of their income on rent and mortgage payments, and some spend significantly more,
- Home prices and rental rates are rising faster than incomes, which will cause affordability to deteriorate further.
- From 2013 to 2018, an average of 9,000 new homes were started per year in San Diego County. Housing production is forecast to average 9,500 homes per year from 2019 to 2024.
- If housing production is as high as expected, home prices will begin to appreciate at slower rates.
- Multifamily units (apartments) will continue to be the dominant form of new housing over the near term,
- There are almost 49,000 homes in the San Diego County development pipeline. Prominent areas for development will be:
 - Chula Vista (14,000 units)
 - Downtown (11,000 units)
 - · San Marcos (6,000 units)
 - Mission Valley (5,000 units)
 - North County (3,000 units)
 - Valley Center (2,000 units)
 - Escondido (2,000 units)
- The primary Chula Vista project is Otay Ranch, a master planned community on 23,000 acres. In addition to 12,000 new homes, it will contain 5 million square feet of commercial space.







Income per Capita

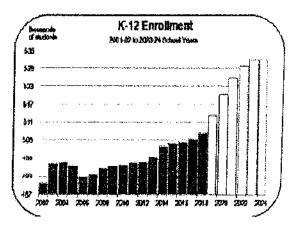
- Income per capita in 2018 was \$61,100, which is above the Southern California average of \$57,200.
- Over the last six years, inflation-adjusted incomes have risen at an average rate of 2.0 percent per year, which is faster than the Southern California average of 1,6 percent per year,
- Over the next six years, inflation-adjusted incomes are expected to rise by approximately 1.7 percent per year in San Diego County, which will be similar to the average across Southern California.
- In San Diego County, total income levels are expected to increase more quickly than other parts of Southern California, but the population will also grow at slightly faster rates, leading to identical increases in income per capita.

Registered Vehicles

- There were 3,03 million registered vehicles in San Diego County in 2018.
- By 2024, it is expected that the county will have approximately 2.95 million registered vehicles.

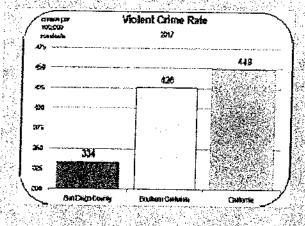
Public School Enrollment

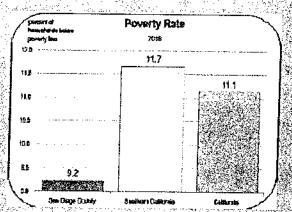
- In San Diego County, approximately 507,600 students were enrolled in K-12 public schools during the 2017-2018 school year.
- By 2024, there are expected to be 531,700 K-12 students in the county.
- Errollment is expected to increase because the population aged 5 to 17 is expected to rise rapidly, Between 2018 and 2024, this cohort could grow by 37,000 individuals.

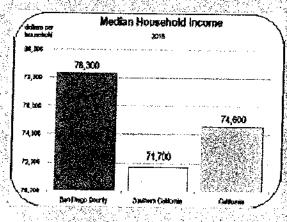


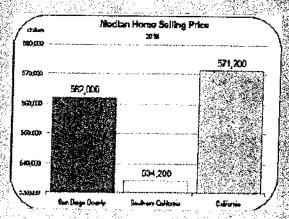
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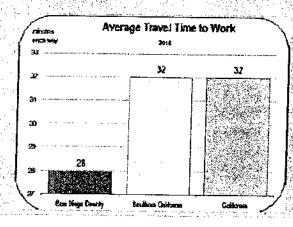
Socioeconomic Indicators

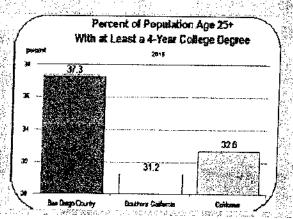












Community Description

Community Location- The subject property is located in the City of Escondido in north San Diego County. This location is 31 miles north of the central business district of San Diego and 105 miles southeast of Los Angeles. Surrounding cities and communities include San Marcos to the west; Rancho Bernardo and Poway to the south, Valley Center to the northeast with pockets of unincorporated county areas in all directions.

Community Population-The current population of Escondido is 151,969. This represents a 5% increase from the 2010-reported population of 144,464 and a 12% increase from the 2000 reported population of 133,875. The future trend of population growth is expected to be increasing in the near future based on historic population trends.

Transportation- Access to the regional transportation system is provided by the 1-15 and SR-78 Freeways, which pass through the city and provide for excellent commuter and industry transportation. Commuter and Amtrak rail services are currently available in Oceanside, the site of an Amtrak terminal serving the "Californian" route between San Diego and Los Angeles. Bus transportation is available through the North County Transportation District.

Economic Base and Trends- Services to local residents comprise the bulk of Escondido's economic base. Major employers include Escondido Union School District, The City of Escondido, Palomar Medical Center, Nordstrom Inc., North County Times (newspaper publishing), Pacific Pride Baking Co., and Home Depot, Inc. The city is also home to many small businesses and serves as a bedroom community to San Diego city and county.

Employment Trends-According to published records, the following trends are noted:

Employment and Unemployment Rate								
Jurisdiction:	diction: Escondido,							
	Jun-20	Change	Jun-19					
Labor Force:	68,660	-0.9%	69,258					
Employed Persons:	5 9 ,617	-12.4%	67,005					
Unemployed Persons:	9,043	75.1%	2,253					
Unemployment Rate:	13.20%	75.0%	3.30%					

Source: Bureau of Labor Standards

This data indicates that the employment picture is suffering from the negative impacts of the COVID 19 induced recession as the current level of unemployment is roughly 3 times the level reported in 2019.

Residential Development Trends-Reported building permit totals for the community are reported as follows.

Escondido, CA	2018	2019	2020	
Single Family	20	34	27	
Two Family	2	0	0	
3-4 Family	7	0		
Five Units or More	189	11	0	
Total	218	45	27 5	
Months in Partial Year:	2020			
Source: U.S. Census Bureau				

In this community, the greatest level of recent residential development activity has been noted in the detached residences. Year to date reported permits indicate the continuation of the trends of the past couple of years, but at a slower pace, especially in the development of multifamily reidences.

Neighborhood Description

Neighborhood Location-The subject is located in the northeastern portion of the city of Escondido, approximately 2.5 miles east of the CBD and government center. Neighborhood boundaries are generally fluid in this part of the city, but in general include the entire city of Escondido, as well as surrounding cities and unincorporated county areas. Mobile home parks competitive to the subject are found in other neighborhoods and market areas.

Transportation-The neighborhood is served by the I-5 and SH78 Freeways, which are located west and northwestfrom the subject. Scheduled bus service is available in the immediate neighborhood of the subject.

Neighborhood Land Uses-This is predominantly a mixed use neighborhood, with land uses consisting of residential uses, neighborhood service commercial including convenience shopping and neighborhood.. Residential uses include several multifamily developments and mobile home parks.

Trends-Overall development within the neighborhood is currently static, with no significant residential changes at this time. The neighborhood is essentially fully built out.

Neighborhood Demographics-According to information provided by the Census Bureau, this is a moderate-income neighborhood. The specific demographic data are shown in the following charts:

NEIGHBORHOOD INCOME CHARACTERISTICS				
Moderate				
\$67,699				
\$92,700				
73%				
17%				

Neighborhood Housing Supply-The characteristics of the neighborhood housing supply are shown in the following chart, based on data from the U.S. Census Bureau.

NEIGHBORHOOD HOUSING CHARACTERISTICS				
Total Housing Units	1,681			
1-4 Family Units	1,389			
Median Age of Housing (Years)	31			
Owner Occupied Units	782			
Renter Occupied Units	826			
Percentage Owner Occupied	47%			

Housing Prices-Public information sources report the following housing price trends for apartments and single-family residences in the subject market area:

Apartment Rental Rate Ranges							
R	Rate Range						
\$1,480	to	\$3,885					
\$1,765	to	\$4,108					
\$1,995	to	\$3,400					
ow							
Median Housing P	rices						
\$545,000							
\$532,000	Change:	2%					
	\$1,480 \$1,765 \$1,995 ow Median Housing P	Rate Range					

Adjacent Land Uses-The subject is surrounded by a variety of land uses, including:

- · North-Single family residences, multifamily residences
- · South-Valley Parkway, a thoroghfare, with a mixture of commercial and multifamily uses beyond
- · East-Mobile home park
- · West-Equipment yard, multifamily residences

The surrounding development appears compatible with the present use of the subject.

California Market Overview & Analysis

Manufactured Home Shipment Trends

Shipments of new manufactured homes are not a significant consideration in the valuation of mobile home parks. Investors rely on cash flow from existing tenants, not sales of new homes, to determine investment desirability and price. Sales of new manufactured homes do tend to show directional trends over the long term, and for this reason provide some level of insight into future industry-wide trends.

Shipments of new manufactured homes have reversed the downward trend that began before the turn of the century, with significant increases in the past three years, although sales have leveled in the most recent year. The following table reflects all shipments of all manufactured homes, not just placements on leased homesites. The Manufactured Housing Institute estimates that only approximately 34% of manufactured homes are placed in manufactured home communities, with 66% placed on fee owned homesites and acreage. However, the balance has been shifting with the ratio of new homes placed in communities increasing steadily from 26% in 2011. This is a significant change and is the result of two market influences.

- The most significant years of MH sales were in the late 1970's and early 1980's. Homes built in that era are becoming physically and functionally obsolete, and there is a trend of replacement occurring in markets where the housing economics are supportive.
- There is a growing trend to place new manufactured homes on vacant homesites in MH communities and to rent the homes, rather than to sell the homes to space tenants. This offers faster absorption of new units than the sale of the homes in most cases.. This trend is expected to accelerate in some markets, but imposition of rent control for rental homes in some jurisdictions may limit the attractiveness of this approach as one of the primary reasons for renting homes has been the ability to bypass homesite rent controls.

Relative to new construction of site-built homes, manufactured homes remain small part of the total single-family housing market. With manufactured home shipments decreasing from 12.3% of total single-family home starts in 2015 to 6% in 2019, it appears that the cost benefits of factory built housing is not affecting the trend. Even with the growth in industry production noted below, site-built housing continues to outpace manufactured housing growth.

Shipments to State:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
California	1,569	1,420	1,380	1,442	2,160	2,575	2,956	2,778	3,681	3,988	3,890
US Total	49,717	50,046	51,618	51,401	60,210	64,344	70,519	81,169	92,891	95,555	94,615

After doubling in the period from 2009 to 2017, sales have flattened in the past 3 years. There are a number of barriers to the placement of manufactured homes on residential homesites, and there have been few land lease homesites created in the past 30 years in this state, resulting in limited opportunities to place new homes.

Multisection homes dominate the market in California, as shown in the following table with sales figures from 2018⁶:

Area	Single Section	Share	Multi-Section	Share	Total
United States	42,930	45%	51,685	55%	94,615
Pacific & SW States ⁷	1,654	17%	8,345	83%	9,999
California	510	13%	3,380	87%	3,890

⁶ Source: United States Census Bureau, Manufactured Housing Institute

⁷ California, Washington, Oregon, Arizona, Nevada

There is a shift in attitudes, reflected in the sales. Single section homes increased market share in through 2018, following years of declining market share. The change was significant from 2016 to 2018, with market share for single section homes increasing from 48% to 50% nationally, from 14% to 17% in the Pacific States, and from 12% to 18% in California, but has fallen back in 2019. This trend is likely the result of several influences, including affordability, improved design and space utilization in the SW homes, and increased demand from both homebuyers and community owners (for rentals) in urban areas where there are many older communities of high density and smaller homesites. The reversal in the past year may be the result of a return to historic relationships or might have been a singularity.

Manufactured homes remain a less costly alternative to site-built homes. In 2018 (the most recent year available), the typical cost of a manufactured home (national basis) was \$51.26/SF for a multisection home, approximately one-half of the reported construction cost for a site-built residence, which was \$107.18/SF. This explains the continued popularity of manufactured homes as an alternative to site built homes where cost is a significant issue. However, the cost saving benefits for the consumer disappear when manufactured homes are sited on leased land, and the interest rate differentials between conventional, real estate mortgages and chattel mortgages take up the difference, and the savings in construction costs are not able to be passed along to the consumer in the form of lower housing payments. This may change in the next few years as there is growing pressure being placed on the housing finance GSE's to provide affordable financing for manufactured homes comparable to site-built housing. The GSE's have responded by adopting plans under a "duty to serve" mandate to expand lending opportunities for manufactured housing.

These trends are not a significant consideration in the investment market being considered in this appraisal. While it may seem counter-intuitive to outsiders, investors also recognize that while new homes improve the physical appearance of the park, they also increase risk by a modest amount since newer homes tend to have higher monthly mortgage payments (limiting the tenant's ability to pay higher site rents) and introduce a somewhat greater risk of foreclosure by the lender, potentially resulting in added capital expenditures to purchase the home to keep it from being removed from the park by a foreclosing lender.

Rent Controls in California

Rent controls affecting manufactured housing communities are common in the state of California and are found in more than 100 different jurisdictions in the state. Each ordinance is unique. Characteristics of rent control ordinances generally address the following areas of operations:

- Annual rent increases are often limited to no more than 50% to 100% of the change in the local CPI index, but in some jurisdictions, park owners are required to seek approval through a public hearing process for any amount of increase. Alternatively, there are a few ordinances that do not limit increases but allow tenants to challenge proposed increases in rent. Both state and federal courts have allowed cities and counties wide latitude in these limitations.
- Increases in rent upon a change in tenancy are allowed under some, limited under a few, and forbidden under many ordinances. Some ordinances allow the park more leeway in increasing rents when spaces become physically vacant. In high housing cost areas, the ability to transfer rent control advantages to a successor tenant has allowed departing residents to self mobile/manufactured homes for prices reflecting the creation of a quasi-leasehold interest. Both California and federal courts have upheld ordinances that allow full or partial vacancy or transfer control of rental rates.

⁸ Source: U. S. Census Bureau

⁹ This is usually noted in the sales prices of new manufactured homes and used mobile homes. New manufactured homes rarely cost a consumer more than \$60,000 (single section home) to \$100,000 (high-end two section home) delivered and set-up. When sales prices of older mobile homes are reported at near this level or above, or when new manufactured homes are reported to sell for prices far above the retail price range noted above, it becomes apparent that an additional interest has been created.

- Long-term leases are generally exempt from rent controls under state law. Spaces constructed after 1990 are exempt from rent controls as well under state law.
- Most ordinances have a process for park owners to request increases based on the need to make
 capital improvements, the cost of unexpected and major repairs, and inadequate return on
 investment. Park owners report varying results when utilizing these appeal processes.

There are other controls that are subtler than actual ordinances, but impact the ability to increase rents as well. In some cities, park owners have reached agreements with local authorities to voluntarily limit increases in rent in exchange for the city's promise not to impose a rent control ordinance. In some regions of the state, rent controls are nearly universal, and many park owners in cities that are surrounded by other cities with controls will often moderate increases to limit the potential for an ordinance to be imposed. It is not uncommon to find rental rates in cities without rent controls to be similar to adjacent cities with rent controls due to this chilling effect caused by the threat of rent control.

A consensus of investor attitudes towards rent controls are stated as generally negative, but based on reviews of sales, impacts on overall capitalization rates and other projected rates of return are limited. There are several reasons for this, including:

- Submarket rents and the creation of quasi-leasehold interest limit the potential for vacancy and collection loss, resulting in slightly lesser downside investment risk at the cost of normal, housing cost inflation based upside.
- Submarket rents create distant and ephemeral upside potential. The particular ordinance may not allow that potential to be achieved at this time, but future court and/or political decisions may result in significant potential increases. Some owners become experts in working within the ordinance (usually by purchasing homes from departing tenants) to bring rents to market levels.
- Sales prices of mobile home parks are negatively impacted to the degree that rents are restricted. In many instances this reduces asking prices to levels that appear to be a relative bargain in comparison to perceived pricing relationships.

Analyzing the impact of rent controls within the appraisal context presents some valuation issues. Market participants generally rely on contract rather than market rents, but do consider upside potential. Estimating true market rent, defined as the rent that would result in an open negotiation between landlord and tenant, becomes effectively impossible if there are no transactions that meet this definition.

Rent controls are likely to remain a contentious issue in this market for the foreseeable future and will have a continuing impact on the market as the potential for rent controls exists in virtually any part of the state.

For jurisdictions that do not currently have rent controls, California has implemented a statewide rent control scheme (AB 1482) that will take effect on January 1, 2020. Rent increases will be limited to one annual increase that is no more than the sum of the percentage change in the applicable CPI plus 5%, with a total cap of 10%. Controls are lifted on a change in tenancy. The state law will not preempt local ordinances. Mobile home parks and rented mobile homes in parks are specifically exempted from this state law.

The City of Escondido maintains a rent control ordinance covering mobile home parks.

Community/Company Ownership of Homes (COH)

The holding of park owned homes for rental purposes has been a minor trend for a number of years, owing to necessity (purchase of homes from departing tenants to keep homes from being removed from the park, limited financing for tenant purchases), rent control strategies in California (sites may be subject to rent controls, homes are generally not), and generation of additional income for the ownership. In the past 3-5 years, operators in some markets have embarked on a strategy of having both tenant owned and tenant rented homes in parks. The newer trend is the result of more recent influences, including increasing demand

from potential residents who perceive rental apartments as a competitive choice (instead of single family residences), a severely constricted market for third party financing of mobile and manufactured homes, and concerns among park owners regarding the manner in which banking reform laws (primarily Dodd-Frank and SAFE Act) restricts the ability of the park owner to act as lender of purchase money funds for mobile homes.

This trend originated with owners who are largely financed by private equity (due to lesser restrictions on usage of borrowed or invested capital) but has extended to well-capitalized individual owners. Owners with limited equity and cash found it difficult to follow this trend due to the amount of capital tied up in the homes. There are two significant challenges to this trend. First, the ownership of rental homes ties up capital that cannot be financed within the real estate financing and second, lenders have tended to look negatively at parks with more than a very few park owned rentals. This is beginning to change as some lenders are beginning to understand that the flexibility of this practice helps to improve the financial performance in well managed communities. Lenders fear that in future disputes with the borrower, borrower control over a significant number of homes in the community will result in lender concessions to the borrower downstream that would not otherwise be agreed to. At this time, lenders and the MHC industry are trying to find ways to alleviate these concerns, generally by the use of some yet-to-be-devised security agreement.

Market conditions will continue to encourage this trend in situations where it provides strong, positive income generation in spite of the concern of lenders. Some unregulated lenders (primarily conduits and private equity) are beginning to recognize this as a legitimate market trend, but combinations of real and personal property, release issues, and difficulty in adapting underwriting standards to this practice will continue to restrict this process, as well as the inability of owners to recognize the positive factors in this trend.

The impact of significant numbers of community owned rentals varies from market to market and the market reaction is different in different market segments.

- In general, the effect is muted for the large properties attractive to institutional buyers (REITS, equity funded groups) and in areas of strong rent control in California. In the former instance, the providers of financing are not affected by banking regulations, and in the latter, the COH rentals supersede rent control. In many markets, the operation of rental COH is seen as a part of the overall operation as rentals offer generally faster absorption than sales of homes, and renters are transitioned into owners over time. In this segment, the homes are generally newer, and maintenance costs are moderate.
- In the mid-market segments, the reliance of owners on regulated lenders (GSE's, banks, life insurance companies) see a more significant potential impact, as these lenders will not consider the COH rentals as loan collateral, and in these properties the contribution to income may be significant. In some instances, the park and the COH are sold as a single package, but this has become rarer as the market has generally concluded that any negative impacts should be placed on the price of the COH units rather than on the real estate. In many sales transactions today, the COH (and notes on sold mobile homes) are purchased in a separate, undisclosed and unrecorded transaction. Operationally, the homes in these communities tend to be older and acquired though abandonment or in settlement of debt for unpaid rent. As such, rehab and maintenance costs tend to be significant and consume a significant portion of the marginal income earned from the COH rental.
- In the lower priced segments of the MHC market, the older and smaller homes that populate these
 communities have nominal value as COH rentals and tend to be sold for nominal prices. In operation,
 the COH in these communities tend to be minimally profitable but provide an income stream to the
 park in markets where the tenants cannot afford to purchase homes costing more than a few thousand
 dollars.

In transactions occurring throughout the western United States, the few transactions that have include a significant number of COH in a combined real and personal property transaction have seen impacts that fall into a range of near zero to 100 basis points in the overall capitalization rate, but these transactions are

limited as the market has tended to bifurcate the sales into component parts as this has become a more significant part of the market.

In the next 1-3 years, substantial changes in this segment of park ownership and management will occur as a result of a number of trends and megatrends that have already begun to take shape, primarily due to concerns for the market's ability to provide affordable and livable housing in urban market areas, increased availability of borrowed capital to leverage ownership of homes, and unmet demand for housing products that fall in between multifamily and single family rentals in terms of pricing and amenities.

There is no longer a single COH driven market, as was the case in the past. COH rentals are fragmenting into a number of submarkets and categories, driven by local market conditions, supply of housing stock in and out of the MHC, and individual property characteristics. The holding of COH for rentals will be a significant issue in marketing properties and the valuation and evaluation of developments going forward. Market fragmentation has generally led to the creation of the following categories of COH usage by MHC owners and managers:

- Intentional Placement of New and Used Homes-In markets where there are vacant homesites, the quickest way to fill and occupy vacant sites is with the installation of rental units. This is a trend that is rapidly gaining strength in many markets. Demand for rental housing continues to be strong, and manufactured housing offers to tenants the best components of apartment and rental SFR's. In many markets, new and nearly new manufactured homes offer some of the benefits of SFR rentals (lack of common walls, some outdoor space, convenient parking) with the benefits of apartment rentals (lower rental rates, project security, recreational amenities). The strength of the demand side has been well known for the past decade or so, but on the supply side the difficulties of leverage and the need to reimagine the on-site management function are only now being addressed in a positive manner that increases the financial feasibility of this practice.
- <u>Defense Against Rent Controls</u>- In California, the more than 100 rent control ordinances generally place limits on increases in space rent, but do not address home rentals. The rental of a home and site combination effectively allows for the charging of market space rent during the duration of the home rental term, and by use of leases and other tools, may take the site out of the rent control regime for the future. This generally involves the rental of a home that is already placed in the community, as homes in rent-controlled jurisdictions often sell for higher prices making it uneconomic for older homes to be pulled and replaced with new homes.
- Rental of Older, Unsalable Homes-In many market areas, there is limited demand for the purchase of used manufactured or mobile homes for a variety of reasons, mostly attributable to poor financing choices for the resident and the regulatory issues that come with park or owner carried loans. Because this market segment is driven by affordability at the lower end of the housing cost spectrum, this practice does not upgrade the park population and often creates resentment with the remaining homeowners.
- Rent-to-Own, Park Financing-A common practice for decades involves the sale of the home to the resident tenant based on a 'contract for title" in which title is transferred from the park to the resident when the park carried note is paid off. Confusion over the application of loan regulations and compliance issues to the small (\$10,000-\$20,000) loans that characterize this financing have made it less attractive to park owners. In addition, buyers tend to heavily discount the notes that much be purchased alongside the real estate as these notes cannot be included in the purchase price of the real estate and financed conventionally.
- Bulk Rentals-A small segment, but one that is used in lease-up situations, is the rental of homesites or
 homes to an affordable housing provider who will use government housing funds (Section 8, etc.) to
 subsidize the rentals. This is a very small segment, and usually involves the rental of homesites, but in
 some cases park owners supply the rental homes to the non-profit housing provider.

The trend of rental homes in parks will continue to be a dynamic issue, and in all likelihood and expanding issue as well. At this point in time, some CMBS lenders are making package loans on the real estate (MHC) and the personal property (homes), and both of the GSE's have been working on lending programs to include the homes as well, but these have not yet been rolled out. Home manufacturers are providing financing for these units to the park under specific program guidelines that allow for good leverage, and greater numbers of operators are using these programs.

COVID-19-During March through September of 2020, conversations have been held with several of the most significant acquirers of MHC properties in the western United States. Interviewees include Jeff Fisher (IPI), Elias Weiner (Boa Vida), Alan Yagdari (Skyline Real Estate), and Eric Rollain (Follett, USA) and others who desire to remain confidential in their responses. Operators of multi-park non-profit owners have also been surveyed. The consensus of interviewees is that MHC properties are likely to have lower collection loss issues during the economic downturn due to the prevalent business model in which the tenant is also a homeowner, and looking forward, the affordability of MHC's relative to other residential properties, and the ability of the resident to "control their own space" for those who are less attracted to high density multifamily developments in the post pandemic era. Specific informational points are reported as follows.

- Interviews with management sources have indicated that rent collections during the April to September time periods reflected modest increases in delayed collections, if any at all. Most operators interviewed indicated that there was high expectation of strong collections in April as this was before the mass layoffs. Collections continue to be strong, with 98% to 100% of expected collections reported by virtually all operators surveyed. Interviewees indicate that only a handful of tenants have asked for rent abeyance or forgiveness due to the economic response to the pandemic. A more realistic test will be for the collections in the latter part of the year as the various subsidies run out. However, to this point the operators interviewed remain confident that these losses will be seen in the short term only, and unless there is a repeat spike later in the year, the condition is thought to be characterized by months rather than years.
- A survey of MHC owners by NorthMarq in the first two weeks of April 2020 indicated that 86.7% of the survey respondents collected rents "as usual" in April, with 13% reporting that incentives were offered to qualified tenants, or that rent collections were delayed. Approximately 87% of the respondents indicated an expectation that rent changes over the near term will range from a 5% decline to a 10% increase, with the majority (67%) projecting no change. In looking forward, participants who self-identified as sellers expect that overall rates will be in the Sub-4% to 5.5% range (54% of respondents) while the self-identified buyers were a little more conservative with only 40% reporting expected OAR's in the 4.5%-5.5% range. Bear in mind that this is a national survey, and historically we have seen more aggressive purchase metrics in the west.
- A number of MHC operators have been interviewed in publications. An interview of Sam Landy (President, CEO of UMH Properties) reported in an interview with Patrick Revere at MHInsider magazine that UMH (115 communities, 18,000 sites) received 86.6% of April 1 rents within the first week of the month. The Revere article stated that many of the operators reported 90% or higher collections during the first week of the month.
- A number of significant operators of MHC portfolios have been interviewed as to collection results each month through the September. The portfolios cover a wide spectrum from affordable housing providers to high quality age-restricted properties. Operators interviewed include professional management companies, owners, and non-profits. Overall, rent collection rates have been in the range of 98-99% of expectations, which is similar to pre-pandemic rates. Factors unique to the industry (tenant ownership of homes, long term residency) have been credited along with the various stimulus packages and support from the federal government that trickles to the tenants.

As of the appraisal date, the future picture is slightly unclear. Owners are relatively confident of near total collection of rents but are concerned in the short term for over-levered properties and parks with high

population of rental homes. There is some concern that a second wave and an accompanying shutdown in the later part of the year may reduce collections is there is a lack of government financial support. Investment market conditions are seen as being flat in the near term, and while the pace of sales fell in the spring, as lenders came online in the early summer, deals began to be processed and are now being completed. Metrics from current sales and escrows do not reflect discounting. Short term outlooks remain slightly concerned, but long term outlooks are more bullish.

Local Market Characteristics

According to the Census Bureau, the following mix of housing is found in the local market area.

Housing Types an	d Reported Occup	ancy Levels (ACS)
Jurisdiction:		Escondido city, California
Total Housing Units:		53,516
Occupied (per ACS): Occupancy Rate (per		51,439
ACS):		96.10%
Housing Mix:	Number	Penetration

Housing Mix:	Number	Penetration
Detached SFR:	25,068	46.8%
Attached SFR:	3,507	6.6%
Multifamily Residences:	19,547	36.5%
Mobile Home:	5,1 9 6	9.7%
Boat, RV, Etc.	198	0.4%

Source: U. S. Census Bureau

By comparison, the market penetration for the United States is reported to be 6.6% and for the state of California, the market penetration for mobile homes is 3.9%

The rent survey conducted for this appraisal reveals the following rental rate and occupancy data regarding the properties that are considered most comparable to the subject.

Local Marke	t Summary
Spaces Surveyed:	856
Vacant Spaces:	2
Occupancy Rate:	100%
High Rent:	\$1,395.00
Low Rent:	\$325.00
Median Rent	\$675.00

The rent survey conducted for this appraisal reveals that local market conditions are strong. Reported vacancies are negligible indicating strong demand for affordable housing in this market. The parks surveyed report a moderate range of rental rates. This moderate range is the result of management policies, tenant appeal, and to some degree, rent controls.. The trend of rental rates is considered to be increasing, based on reports from managers that annual increases approximating or exceeding CPI increases are being imposed.

Market Positioning of Subject-The mobile home park market does not exist in a vacuum, and potential resident will choose from alternative housing types (detached residences, rental apartments) as well. Most residents select mobile home parks as an option due to affordability. In general, living in a mobile home park must be more affordable than living in an owned detached residence and cost competitive to apartments of similar size and utility in order for sufficient demand to exist. In this market area, the relationship involving the purchase of a new manufactured home or older mobile home suggests the following:

- The typical household will find the purchase of a detached residence to be generally unaffordable. This
 price/income relationship determines the manner in which market participants will perceive the
 alternatives of apartment or land lease housing.
- New manufactured homes on leased land have a lower monthly housing cost relative to detached
 residences. Generally, a significant price advantage is necessary to support strong demand for new
 manufactured housing on leased homesites. In this market, the difference is significant. This indicates
 that new manufactured homes on leased land will likely have good demand in the market.
- Typically priced used mobile homes have a low monthly housing cost as compared to detached residences and a low monthly housing cost relative to apartment rentals. This indicates that demand for used mobile homes should be strong.

These relationships suggest that there is likely to be moderate demand for new manufactured homes and strong demand for older mobile homes on rented or leased home sites, a finding that is confirmed by interviews with local managers conducted during the local market survey.

Site Description

Comments:

Location- South of Wanek Rd, East of N. Citrus Ave and North of Valley

Pkwy

Size- 13.91 Acres Source: Assessors Records

605,920 SF

Dimensions- Refer to Map Exhibits in Addenda

Shape- Irregular Topography- Level

Drainage- Appears adequate, but dry weather conditions were present and

drainage performance could not be determined.

Utilities Supplied to Site-Public Service Available Connected Provider/Source SDG&E Electricity: Yes Yes Natural Gas: Yes Yes SDG&E Yes Yes Escondido Water Water: Sewer: Yes Yes City of Escondido

The utility service is presumed to be adequate to serve the

highest and best use of the site.

Street Access- The site has access from Valley Parkway

Flood Hazard Zone- X
Seismic Zone Designation (USGS)- 4
Alquist Priolo Zone (California) No

Zoning

Jurisdiction:

City of Escondido

Current Zoning Designation:

R-T

Permitted Uses Under Zoning:

Mobile Home Park, Other Residential and Recreational

Uses

Intended Use Policy Under Zoning:

The mobilehome residential (R-T) zone is established to provide a mobilehome park setting for family life in single-family detached mobilehomes. No land shall be classified into this zone where such classification would create an R-T zone area of less than four hundred thousand

(400,000) square feet.

Conformity of Current Use:

Mobile Home Parks are permitted in the R-T district with a

conditional use permit.

Allowable Density Under Zoning:

Not Stated

Specific Use Requirements

For Manufactured Housing Communities:

Maximum Density-

Not Stated

Min. Development Site Size-

9.200

acres SF

Minimum Individual Site Size-

3,000

Not Stated

Maximum Building Height-C.U.P. Requirement-

Yes

Parking Requirement (Home Sites)-

2 per unit

Parking Requirement (Guest)-

1 per 10 units for recration center, laundry, and other

parking.

Description of Improvements

Overview

Project Type: Mobile Home Park

Total Number of Sites: 129
Number of Other Dwelling Units: 0
Total Number of Units: 129
Density (du/acre): 9.27
Year Constructed: 1971
Overall Quality: Good

Amenities: Recreation Center, service kitchen, game rooms, billiards

room, pool, playground, car wash

Perimeter Fencing Materials: Concrete Block & Wood

Security Gates: None
Interior Street Surface: Asphalt

Curbing: Concrete Roll-Up

Laundry Facilities: 1
No. of Washers: 5
No. of Dryers: 3

Utilities & Metering

Electricity: Submetered

Electric Service to Sites: 100 Amp Service Reported

Solar PV Array: No.

Natural Gas: Submetered
Water: Unmetered
Sewer: Not Metered

Mobile/Manufactured Home Sites

Typical Widths: 45' to 47'
Typical Depths: 60' to 90'

Singlewide Sites 0
Multisection Sites: 129

Source of Classification: Property Owner/Manager

Total 129

Note: There is no universally accepted definition of the minimum size to accommodate a multisection or doublewide mobile or manufactured home. In the typical configuration, which places a tandem carport on side of the home, the site would have to be 14'-15' wider than the home, or approximately 34-35' wide for a 20' wide two-section home or 38-40' wide for a 24' wide two section home. These are the most common sizes, but some older multisection homes are as narrow as 16' and newer units may be as wide as 26'. In high housing cost areas, new homes are sometimes custom built to accommodate unusual site sizes. Some parks feature deeper sites (80'-100'), which allows the parking to be placed in front of the home, reducing the minimum width to 28'-30' for multisection homes. In some cases, the placement of the utility hook-ups may dictate the size of the home that will fit on a given site.

Mobile/Manufactured Homes and RV's

Vacant Sites 0
Travel Trailers/RV's 0
Park Model Units 0
Single Section Units 10
Multi-Section Units 119
Total Occupied Sites 129

MH Age Range, Predominant: 1971 to 2019, 40 years

Typical Price of Used MH: \$90,000 Typical Price of New MH: \$190,000

Parking

Spaces on Individual Sites:2Guest Parking Spaces:24Total Parking Spaces:282Vehicle Storage Spaces:6

Storage Type: Fenced & Locked

No. Stg. Spaces Currently Occupied: 6

Physical and Functional Ratings

Physical Condition Rating: Good

Comments: Improvements are well maintained

Functional Utility: Good

Age Restrictions: Unrestricted Age

Rules Enforcement: Good. No significant deferred maintenance or other negative

issues noted on individual homesites.

Highest and Best Use

A primary consideration in estimating the market value of a property is the highest and best use of that property. Highest and best use, as applied in this appraisal, is defined as follows:

"The reasonably probable and legal use of the vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity" ¹⁰

The market value of a property, whether vacant or improved, is based upon the assumption that potential buyers will pay prices that reflect the most profitable use of that property. The existing improvements may or may not represent the highest and best use of the site. For this reason, I have considered the highest and best use of the site both as vacant, and as currently improved.

The extent of the highest and best use analysis is contingent upon several factors, including the potential for a change in the current land use, economic or other conditions that might encourage or discourage such a change in land use, and the considerations made by market participants in the establishment of value for the property type considered. Highest and best use is seldom a consideration in the valuation of manufactured housing communities. Many properties are found on sites that were given use-exclusive zoning after the development of the property to discourage conversion. This limits the ability to determine legally permissible uses outside of this genre. The closure of a manufactured housing community is an expense, and potentially high risk enterprise, and it is seldom contemplated by most market participants. As a result, the Highest and Best Use analysis employed in this appraisal is limited in its scope due to the relative unimportance of its considerations to the valuation. This does not limit the scope of the appraisal.

The determination of the highest and best use of a property is based on an analysis of the subject property, the neighborhood, and the community. Considered are the history, development trends, zoning, and current market conditions relating to the property and its environment.

The four primary criteria that determine highest and best use are as follows:

- 1) Physically Possible,
- 2) Legally Permissible,
- 3) Financially Feasible, and
- 4) Maximally Productive.

As Vacant

Legally Permissible-Uses falling into this category include virtually all uses that are not prohibited under the current land use regulations (zoning and general plan). Uses of a low density residential nature are permitted under the current zoning classification and general plan designation. Uses not allowed under the current land use regulations include high density residential uses, commercial and industrial uses. The individual mobile home sites in the subject property, which are the subject of this market rental valuation, are likely prohibited from being improved by residential structures other than mobile or manufactured homes.

Physically Possible-The physical characteristics of the site make the site adaptable to a variety of uses. Physically possible uses include a wide variety of land uses, including virtually any use that could be accommodated on a site of the subject's size. There are no significant physical impediments to development

¹⁰ Source: The Dictionary of Real Estate Appraisal Fifth Edition, Published by the Appraisal Institute, 2010

that are immediately recognizable. Physical constraints do not significantly narrow the list of uses from the first category.

Financially Feasible- Several tools may be utilized to determine uses that are financially feasible. A detailed highest and best use study would typically establish feasibility comparing cost and value of several legally permissible and physically possible uses. The completion of such a study is beyond the scope of this appraisal, and is not considered especially relevant to the valuation of the subject, as the site is currently improved.

For the purposes of this analysis, the following information is considered in the establishment of financial feasibility.

- The mobile/manufactured homes in the subject are well occupied, and there are no reported vacant sites.
- There is ongoing market activity involving the sale transfer of mobile homes in the park between departing and incoming tenants.

This indicates that the market considers current improvement of the individual sites by the purchase or placement of a mobile or manufactured home to be financially feasible.

Maximum Productivity-A limited scope review of the financially feasible alternatives indicates that the most feasible alternative is rent the individual sites to park residents, both existing and incoming.

While a detailed highest and best use study is beyond the scope of this assignment, it is my preliminary opinion that development of the individual sites in the subject with modern mobile or manufactured homes would most likely reflect the highest and best use of the sites.

Valuation Process

Appraisers typically utilize one or more of the three generally accepted appraisal techniques to develop a reasonable opinion of value. Essentially, the three approaches to value adapt the principle of substitution, reasoning that a reasonable and prudent purchaser will not pay more for a property than the cost of acquiring a substitute, whether the substitute be constructed, purchased as built, or consisting of a different type of investment vehicle. The three approaches are:

Cost Approach- The reproduction or replacement cost new of the improvements is estimated and reduced by the various forms of obsolescence (physical deterioration, functional obsolescence, and economic or external obsolescence). The depreciated reproduction cost of the improvements is added to the estimated market value of the site, as though vacant and able to be put to its highest and best use, to estimate the market value of the property. In most cases, this approach is only marginally useful, and is not typically employed as a primary tool by most market participants. It is useful in the valuation of relatively new improvements that conform to the highest and best use of the site if vacant. This approach is not useful in analyzing rental value, except in a market dominated by new development of alternatives to the subject, which is not the case here.

Income Approach- This approach measures value from the standpoint of an investor rather than a user. It is the measure of the present worth of the future income (property income from rental and eventual sale) expected from the subject property. The net income is capitalized, generally using a market derived overall rate, to arrive at an indicated market value for the property. An alternative application of this approach is the use of a discounted cash flow, in which the net rental income and the eventual sales price of the property are projected and considered as individual cash flows, discounted at a rate that recognizes the cost of capital, and the risk and illiquidity of a real property investment. The net present value of the periodic cash flows represents the market value of the property as derived by this approach. This approach is most widely used by investors active in long term leased investments or multi-tenant properties. This is not an applicable approach for this analysis.

Comparison Approach- This technique compares the subject property to other, similar properties that have recently sold. Comparison may be on a physical basis, such as price per square foot or unit, or on an income producing potential basis, such as by use of a gross or net income multiplier. Physical comparisons are not typically given much weight by the investor market (for leased or multi-tenant properties) but are considered relevant by the owner-user market (for single tenant properties). By the same token, income-based comparisons are a form of secondary analysis widely used by investors, but virtually ignored by the owner-user market. The applicability of this approach is highly dependent upon the market in which the property competes, as well as the quality and quantity of market data available for comparison.

For rental valuation, the most applicable methodology is to use the Comparison Approach to compare the actual and offering rates, and the reported trends of rental rates, in competing properties.

MHC Market Rental Survey

The following chart summarizes the findings of the market survey. Quantitative adjustments are made for the differences in the provision of utilities and other services, while differences in quality, appeal, amenities, and other qualitative differences are discussed in the context of local market conditions.

Source of Data-The data reported above was obtained from telephonic or in-person interviews with park management personnel during the months of August and September 2020, as well as information obtained from the City of Escondido..

Comparable Rental Data

PAPK NARAE	t (Subject)	7	m	-				
TARK SAIVIE	Eastwood	Pondozora		ĺ	2	9	 - 	
	Meadows MHD	PANTONIO :	Greencrest MHP	Greentree ME	Westwinds MHP	Moonday	1	8
	distance of the second	Moollehome				HIM MORBINGING	Casa de Amigos	Sundance
ADDRESS, CITY	4	Yer A						Estates
	2000 E Valley	1575 W. Valley	541 W 15th	1203 6 1951.				
	Pkwy, Escondido	Pkwy Fscondido		1201 3. Hale Ave,	1411-1415 S.	900 Howard Ave	1763 147	•
		ODIDIOSE G.	Ave., Escondido	Escondido	Pine St	To a contract of		2250 N.
NO. SPACES	9				Fernandial	Opiniones	Citricado Pkwy,	Broadway,
APPROX AGE	129	104	130	ř	Catondiag		Escondido	Cerondido
300.000.000	49	X T		104	99	46	000	Chining
AGE RESTRICTION	Unrectricted Age		n.		45	: £	007	88
SINGLEWIDE SPACES (%)	ייי כיפוריפת אולפ	Unrestricted Age	Unrestricted Age	Unrestricted Age		7 6	20	43
SAME EVALLATE PARTY AND	860	%0	13%		Universitated Age	Unrestricted Age	Age Restricted	And Doors
SACRETURE CIVILA (%)	%	80	25.5	85	55%	***	790	Age Nestricted
OCCUPANCY	9001	2	200	% 6	Z00Z		g S	%0
FEATURES & AMENITOR	100%	100%	100%	1000	200	88	2%	760
COLLEGE CONTROLLINGS	Pool, Clubhouse.	Pool Clubbouse	1 1000	%OOT .	100%	100%	1000	20
	Plantomy		root, Ciubhouse	Pool, Clubhouse.	Clubbouse Pool		100%	100%
	raystourd,			Shifflohound	001,000000	Crubitouse, Pool	Pool, Spa,	Pool Sea
WEHICLE CTORAGE FOR	Balliards			DIROCOLLING			Clubbonse	
LINCLE STURAGE PEE	50.00	00 365					1	CINDADUSE
RENTAL RATES:		00.000	A/A	\$50.00	N/A	9000		
RENT RANGE-LOW	1					230.00	NA NA	NA
COLUMN TO MAN THE PERSON	\$331.25	\$450,00	00 3055	1				
HOLE-BONGE TO SEE	\$840.00	\$1 180.00	00:0704	\$356.00	\$325.00	\$575.00	00 3100	
APPROX. AVG. RENT	\$627.93	44,400.00	\$650.00	\$825.00	\$695.00	OC CALL	00.0700	
TRANSFER RATE-LOW	40.000	2850.00	\$525.00	\$612.00	00 000	00.0000	5875.00	
TRANSFER PATE DIGG	9300.00	\$1,250.00	\$595.00	\$ 750.00	00000	5615.00	\$693.00	\$1.012.36
	\$840.00	\$1,250.00	00 303	37.30.00	\$675.00	\$650.00	\$675.00	40,444
MEN MIDVE-IN RATE-LOW	\$580.00	51 250 00	00.0200	\$800.00	\$725.00	\$650.00	20.5.00	51,595.00
NEW MOVE-IN RATE-HIGH	\$840.00	0.000	\$595.00	\$750.00	\$675.00	00.0000	00.4/84	\$1,395.00
LESSOR PAID SERVICES		\$1,250.00	\$625.00	\$800.00	4776 00	00000	\$675.00	\$1,395.00
ADJUSTMENT	water	None	None	Mone	27.53.00	\$650.00	\$875.00	\$1,395,00
	\$0.00	\$20.00	50000	MONE	None	None	accN	00.000(= 4
SERVICE ADJUSTED RATES:			240,00	\$20.00	\$2.00	\$20.00	0000	ISM.
RENT RANGE-LOW	2001 25	: 4				00.00	520.00	.\$40.00
RENT RANGE LICE	5331.25	\$470,00	\$345.00	00 000	•			
HOUL-104 MOROW	\$840,00	\$1,200.00	\$5.50.00	00,000	5327,00	\$595.00	00 5695	
ATTROA. AVG. REN	\$627.92	\$870.00	00000	>845.00	\$697.00	\$670.00	00000	
TRANSFER RATE-LOW	\$580.00	00.0000	5545.00	\$632.00	\$632.00	00 100	00.000	
TRANSFER RATE-HIGH	1040.00	\$1,270.00	\$615,00	\$770.00	6677.00	90,4504	\$713.00	\$972.35
NEW MOVE-IN PATE 1 ON	00.040¢	\$1,270.00	\$645.00	00 000	70.7704	26/0.00	\$695.00	\$1.355.00
MONTH WORLD TO THE THE THE THE THE THE THE THE THE THE	\$580.00	\$1,270.00	\$61E 00	2070700	\$727.00	\$670.00	\$895.00	00.000.00
NEW MICHELIN KATE-HIGH	\$840.00	41 20 00	00.0700	\$770.00	\$677.00	5670.00	00,000	51,355.00
RENTAL AGREEMENT		77,270,00	\$645.00	\$820,00	\$727.00	00.020	2695.00	\$1,355.00
INCREASES		MtM, 5yr, 10 yr.	MtM, 5yr, 10 yr.	MtM S.V.	LALL C.	30/0/U	\$895.00	\$1,355.00
		No recent	Annually in July	00/11/2006	INITIAL SYL, 10 YE.	MtM, 1 yr lease	MtM. Lease	MIN 1000
BENT CONTROL		increase	78-48	07/1 11:0/2:0	Annualiy in Jan	No recent	3.4% in 1/20	DED 114
	City of Escondido	City of Escondido	0/1-0/2 1 1 1 1 1 1 1 1 1 1	i	3%	increase	07/7	£
CUALITY	9000	Opinion in the	City of Escondido	City of Escondido	City of Escondido	City of Secondary		
CONDITION	poog	0000	Average	Good	Average	מחוחשמים בי ליים	City of Escondido	City of Escondido
2019 AVG. RENT PER ESCONDIDO	6613 03	DOOD	Good	Good	poor	9000	Good	Good
	\$0.2100	\$852.29	\$519.48	\$613.00		D005	Good	Good
				2012.UU	\$630.23	\$481.93	\$673.68	\$4 012 2F
							10.5	

File No. 20-098/Eastwood Meadows/Escondido, CA/ Bessire and Casenhiser, Inc.

Comments on Data-All comparisons are from the subject's immediate market area, and all are subject tto the City of Escondido rent control ordinance.

The rent control ordinance, as the result of a court decision, allows rents to be negotiated between an incoming tenant and the park management, but the City of Escondido has established rules and guidelines that discourage such negotiations, which limit the reliance that may be placed on recent rental transactions to indicate market rental transactions. The ordinance freezes rents at the level of January 1, 1986 and increases are only allowed under the ordinance if approved by the City. The rent increase approval process includes the filling of a "long form" application and a \$5,800 application fee, a review of the application by city staff and an inspection of the property for code violations, and a public hearing process. The rent control board is given a narrow range of considerations that can be made before an increase (or no increase) is determined. The City has also provided a so-called "short form" application that allows the park to increase rent to the lower of 8% or 90% of the increase in the CPI for all tenants, although the City is allowed to determine that a lesser amount is appropriate. However, in order for the park owner to use the short-form application, the park cannot increase rent in a tenant to tenant transaction by more than 8% of the average rent in the park or 8% of the rent charged to the outgoing tenant. There is also a maximum rent that can be charged for controlled space, which is currently \$950/month. The "short form" process has been popular, and according to the City website, 185 applications have been approved.

The importance of this information in estimating market rent for mobile home parks in Escondido is that the rental rates resulting from transactions cannot be considered as market rental transactions for determining market rent if the the short form restrictions determine the rent for incoming tenants.

Qualitative Considerations-The survey includes both all age and age restricted communities. Unlike design specific apartments, mobile home parks designated as senior parks do not have design restrictions that differ from all age parks, and in the City of Escondido, a number of formerly "55+" communities have been converted to all-age parks.

Of the parks surveyed, only Rental Data Nos. 2 and 8 charging rents that exceed the thresholds, and there have been transactions reported that have reached as high as \$1,180/month in Data No. 2 and \$1,365 in Data No. 8. The average rent in these parks is less, in the \$850 to \$1,000 range, but the average is pushed to a lower level by the large number of homesites that have not turned over. All of the remaining properties report incoming rent that falls into the "short form" restrictions.

If the amount of rent allowed to be charged is determined by a formula such as is required for the short form application, the rents that result from such a transaction can only be considered as indications of the lower level of market rents. The incoming tenant is able to accept or reject the predermined rent, while the owner is only allowed to accept the lower rent level allowed. The consequence of not accepting the formula determined rent is the loss of near automatic CPI based increases for the remainder of the homesites. As a result, in this market the market rental rate for the subject must fall between the higher of the formulaic increases and the rents charged to incoming tenantes in Rental Data Nos. 2 and 8.

The comparable rental data suggests a market rental rate in the range of \$895 (Data No. 7) to \$1,200 (Data No. 2) based on the preponderance of evidence taken from the survey. This includes the adjustment for water provided by the park owner in the subject.

¹¹ According to the City of Escondido, the average "long form" application contains 3,132 pages indicating the onerous nature of the process.

Recent Transactions in Subject-The most recent rental transactions that have been reported 12 in the subject include the following:

Space No.	Date of Transaction	Rental Rate
76	Jul-20	\$840
71	Apr-20	\$840
33	Apr-20	\$840
54	Feb-20	\$820
46	Aug-19	\$580

Source: Property Manager

These transactions were reported under the "short form" limitations and and are considered indicative of the lower limit of market rents for the reasons stated. These transactions indicate that market rents for the subject are at least \$840/month. This is lower than the indications provided by Data No. 2.

Market Rental Rates-Based on this market data and analysis, I have concluded that a market rental rate opinion of \$1,020.00 per month is appropriate for the subject.

¹² Data reported by owner and confirmed with available information from provided rent roll. Independent review of rental agreement not made.

Appendix 1- Current Rent Roll

Space Count	Site Nos.	Phys. Occ. Site	сон	Rented COH	Provided Rent Roll	Physically Occupied	Income Producing	Site Rentals Only (No ; COH)	Comments	PGI from Site Rents (Current)
Totals	129	129	1	1	\$81,214	\$81,214	\$81,214	\$80,374		\$81,214
1	1	1			\$666.84	\$656.84	\$666.84	\$666.84		\$666.84
2	2	1			\$687.38	\$687.38	\$687.38	\$687.38		\$687.38
3	3	1			\$401.39	\$401.39	\$401.39	\$401.39		\$401.39
4	4	1			\$784.83	\$784.83	\$784.83	\$784.83		\$784.83
5	5	1			\$733.81	\$733.81	\$733.81	\$733.81		\$733.81
6	6	1			\$395.35	\$395.35	\$395.35	\$395.35		\$395.35
7	7	1			\$758.89	\$758.89	\$758.89	\$758.89		\$758.89
8	8	1			\$554.64	\$554.64	\$554.64	\$554.64		\$554.64
9	9	1			\$380.30	\$380.30	\$380.30	\$380.30		\$380.30
10	10	1			\$600.55	\$600.55	\$600.55	\$600.55		\$600.55
11	11	1			\$705.48	\$705.48	\$705.48	\$705.48		\$705.48
12	12	1			\$526.58	\$526.58	\$526.58	\$526.58		\$526.58
13	13	1			\$721.00	\$721.00	\$721.00	\$721.00		\$721.00
14	14	1			\$580.14	\$580.14	\$580.14	\$580.14		\$580.14
15	15	1			\$549.54	\$549.54	\$549.54	\$549.54		\$\$49.54
15	16	1			\$380.30	\$380.30	\$380.30	\$380.30		\$380.30
17	17	1			\$677.03	\$677.03	\$677.03	\$677.03		\$677.03
18	18	1			\$818.40	\$818.40	\$818.40	\$818.40		\$818.40
19	19	1			\$732.31	\$732.31	\$732.31	\$732.31		\$732.31
20	20	1			\$728.76	\$728.76	\$728.76	\$728.76		\$728.76
21	21	1			\$381.86	\$381.86	\$381.86	\$381.86		\$381.86
22	22	1			\$396.91	\$396.91	\$396.91	\$396.91		\$396.91
23	23	1			\$526.58	\$526.58	\$526.58	\$526.58		\$526.58
24	24	1			\$727.38	\$727.38	\$727.38	\$727.38		\$727.38
25	25	1			\$806.73	\$806.73	\$806.73	\$806.73		\$806.73
26	26	1			\$615.83	\$615.83	\$615.83	\$615.83		\$615.83
27	27	1			\$734.01	\$734.01	\$734.01	\$734.01		\$734.01
28	28	1			\$703.51	\$703.51	\$703.51	\$703.51		\$703.51
29	29	1			\$378.79	\$378.79	\$378.79	\$378.79		\$378.79
30	30	1			\$705.83	\$705.83	\$705.83	\$705.83		\$705.83
31	31	1			\$526.58	\$526.58	\$526.58	\$526.58		\$526.58
32	32	1			\$715.40	\$715.40	\$715.40	\$715.40		\$715.40
33	33	1			\$840.00	\$840.00	\$840.00	\$840.00		\$840.00
34	34	1			\$766.50	\$766.50	\$766.50	\$766.50		\$766.50
35	35	1			\$651.55	\$ 6 51.55	\$651.55	\$651.55		\$651.55
36	36	1			\$546.98	\$546.98	\$546.98	\$546.98		\$\$46.98
37	37	1			\$718-20	\$718.20	\$718.20	\$718.20		\$718.20
38	38	1			\$740.95	\$740.95	\$740.95	\$740.95		\$740.95
39	39	1			\$820.80	\$820.80	\$820.80	\$820.80		\$820.80
40	40	1			\$677.04	\$677.04	\$677.04	\$677.04		\$677.04
41	41	1			\$721.47	\$721.47	\$721.47	\$721.47		\$721.47
42	4 2	1			\$536.79	\$536.79	\$536.79	\$536.79		\$536.79
43	43	1			\$626.03	\$626.03	\$626.03	\$626.03		\$626.03
44	44	1			\$727.92	\$727.92	\$727.92	\$727.92		\$727.92
45	45	1			\$729.53	\$729.53	\$729.53	\$729.53		\$729.53
45	46	1			\$580.14	\$580.14	\$580.14	\$580.14	Dealer	\$580.14
47	47	1			\$703.74	\$703.74	5703.74	\$703.74		\$703.74
48	48	1			\$655.63	\$656.63	\$656.63	\$656.63		\$656.63
	49	1			\$766.50	\$766.50	\$766.50	\$766.50		\$766.50
50	50	1			\$365.23	\$365.23	\$365.23	\$365.23		\$365.23

51	51	1	¢	377.26	\$377.26	\$377.26	\$377.26	\$377.26
52	52	1			\$410.42	\$410.42	\$410.42	\$410.42
53	53	1			\$700.00	\$700.00	\$700.00	\$700.00
54	54	1			\$820.00	\$820.00	\$820.00	\$820.00
55	5 5	1			\$641.34	\$641.34	\$641.34	\$641.34
56	56	1	\$		5776.72	\$776.72	\$776.72	\$776.72
57	57	1	\$	706.91	3706.91	\$706.91	\$706.91	\$706.91
58	58	1	\$:	04.67	704.67	\$704.67	\$704.67	\$704.67
59	59	1	\$7	00.00	700.00	\$700.00	\$700.00	\$700.00
60	60	1	\$!	57.19	557.19	\$557.19	\$557.19	\$557.19
61	61	1	\$7	41.77	741.77	\$741.77	\$741.77	\$7.41.77
62	62	1	\$3	69.77	369.77	\$369.77	\$369.77	\$369.77
63	63	1			740.95	\$740.95	\$740. 9 5	\$740.95
64	64	1			689.07	\$689.07	\$689.07	\$689.07
65	65	1			533.74	\$533.74	\$533.74	\$533.74
66	66	1			651.55	\$651.55	\$651.55	\$651.55
67	67	1			813.60	\$813.60	\$813.60	\$813.60
68	68	1			840.00	\$840.00		\$840.00
69	69	1			389.34	\$389.34	\$389.34	\$389.34
70	70	1			383.97	\$383.97	\$383.97	\$383.97
71	71	1			840.00	\$840.00	\$840.00	\$840.00
72	72	1			756.75	\$756.75	\$7\$6.75	\$756.75
73	73	1			586.62	\$586.62	\$586.62	\$586.62
74	74	1	· ·		689.07	\$689.07	\$689.07	\$689.07
75 20	75 20	1			600.55	\$600.55	\$600.55	\$600.55
76	76	1 1			840.00	\$840.00	\$840.00	\$840.00
77 78	77 78	1			592.52	\$692.52	\$692.52	\$692.52
79	79 79	1			715.25 584.30	\$715.25 \$684.30	\$715.25 \$684.30	\$715.25
80	80	1			526.03	\$626.03	\$626.03	\$684.30 \$626.03
81	81	1			750.67	\$750.67	\$750.67	\$750.67
82	82	1			753.94	\$753.94	\$753.94	\$750.67 \$753.94
83	83	1			52.61	\$752.61	\$752.61	\$752.61
84	84	1			80.30	\$380.30	\$380.30	\$380.30
85	85	1			10.35	\$710.35	\$710.35	\$710.35
86	86	1			86.33	\$386.33	\$386.33	\$386.33
87	87	1			56.18	\$756.18	\$756.18	\$756.18
88	88	1			84.78	\$384.78	\$384.78	\$384.78
89	89	1	\$37	0.25 \$3	70.25	\$370.25	\$370.25	\$370.25
90	90	1	\$82	0.00 \$8	20.00	\$820.00	\$820.00	\$820.00
91	91	1	\$54	9.54 \$5	49.54	\$549.54	\$549.54	\$549.54
92	92	1	\$71	2.55 \$7	12.55	\$712.55	\$712.55	\$712.55
93	93	1	\$71	5.40 \$7	15.40	\$715.40	\$715.40	\$715.40
94	94	1	\$72	2.18 \$7	22.18	\$722.18	\$722.18	\$722,18
95	95	1	\$79	7.69 \$7	97.69	\$797.69	\$797.69	\$797.69
96	96	1	\$80	3.19 \$8	08.19	\$808.19	\$808.19	\$808.19
97	97	1	\$73	3.63 \$7	33.63	\$733.63	\$733.63	\$733.63
98	98	1	\$70		09.21	\$709.21	\$709.21	\$709.21
99	99	1	\$33:		31.25	\$331.25	\$331.25	\$331. 25
100	100	1	\$75		53.39	\$753.39	\$753.39	\$753.39
101	101	1	\$63:		31.14	\$631.14	\$631.14	\$631.14
102	102	1	\$377		77.29	\$377.29	\$377.29	\$377.29
103	103	1	\$534		34.66	\$534.66	\$534.66	\$534.66
104	104	1	\$792		2.73		\$792.73	\$792.73
105	105	1	\$371				\$371.27	\$371.27
106	106	1	\$387				\$387.10	\$387.10
107	107	1	\$718				\$718.58	\$718.58
108 109	108 109	1	\$386 \$590				\$386.29 \$590.34	\$386.29
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110	110	1	\$386.33	\$386.33	èsos na	d206.22	
111	111	1	\$800.00		\$386.33	\$386.33	\$386.33
112	112	1		\$800.00	\$800.00	\$800.00	\$800.00
113			\$384.83	\$384.83	\$384.83	\$384.83	\$384.83
	113	1	\$800.00	\$800.00	\$800.00	\$800.00	\$800,00
114	114	1	\$686.94	\$686.94	\$686.94	\$686.94	\$686.94
115	115	1	\$362.20	\$362.20	\$362.20	\$362.20	\$362.20
116	116	1	\$590.34	\$590.34	\$590.34	\$590.34	\$590.34
117	117	1	\$752.68	\$752.68	\$752.68	\$752.68	
118	118	1	\$566.36	\$566.36	\$566.36	\$566.36	\$752.68
119	119	1	\$734.58	\$734.58	\$734.58	\$734.58	\$566.36
120	120	1	\$800.00	\$800.00	\$800.00		\$734.58
121	121	1	\$715.40	\$715.40		\$800.00	\$800.00
122	122	1			\$715.40	\$715.40	\$715.40
123	123	1	\$407.38	\$407.38	\$407.38	\$407.38	\$407.38
		-	\$766.50	\$766.50	\$766.50	\$766.50	\$766.50
124	124	1	\$701.01	\$701.01	\$701.01	\$701.01	\$701.01
125	125	1	\$488.81	\$488.81	\$488.81	\$488.81	\$488.81
126	126	1	\$370. 77	\$370.77	\$370.77	\$370.77	\$370.77
127	127	1	\$742.76	\$742.76	\$742.76	\$742.76	
128	128	1	\$395.34	\$395.34	\$395.34	\$395.34	\$742.76
129	129	1	\$715.40	\$715.40	\$715.40	\$715.40	\$395.34
			41.251.13	ψ, 13.40	\$1.4.D.140	⊋/13.4Ų	\$715.40

ADDENDA

PROVIDED RENT ROLL

Eastwood Meadows 2550 E. Valley Parkway

Page 1 Of 5	Ď												
\$705.63 8340.00	24.6	のはないないのできるから			\$1.75 \$1.75	:							
\$840,00		1	\$0.00	\$20.31	\$217 GB	\$705.83	22 x bacc		- 2			,	
	5.00	12-May-90	\$0,00	250.31	Conse	40,42			COVE POSS	5000	wanud Konero		The second section
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	88	23-24-1B	\$0.00	******	-	in Applement of the		25 Th	**************************************	***************************************	JOINT SIGNATURE		27 27
\$727,38 \$840,00	\$0.00 S7	10000		3	\$368 AA	5808.73	\$1,195,73	\$0,00	27,001,145		の最初の野科学の利用を対象にあっています。	MI Resident Occupied	26 2g
\$840.00	,	TO MADE AND	\$0.00	\$20.31	81 2215	\$727.38	2004 GG		がある。	40 00 000 000 000 000 000 000 000 000 0	Kawka Demara		67
::	8	17-Jag-99	\$0.00	*20,31	- Pro- 100				-\$804 BB	\$0,00	- Martin Lastanede		74.
\$396.91 \$820.00	\$0.00	Ph/CC-88	40000		3	\$526 AA	\$651.34	\$0,00	-\$651.34	40.00			24 24
0010964		The projection of	2	\$6 34 34	\$84.29	\$396.91	3501,42	00.00	一人 一人 一人 一人 一人 一人 一人 一人 一人 一人 一人 一人 一人 一		Robert Ructus	MT. Resident Occupied	52 57
	\$2.50	27-May-93	\$0.00	\$20,31	AC12,04				CARDEAS	50.00	Can Abby	ý.,	
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\$732,31 \$840,00			3	52071	5123.14	\$728,75	\$972.21	90,50		· · · · · · · · · · · · · · · · · · ·	Modelien Kanneth	1	21 21
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Eastwood Meadows 2550 E. Valley Parkway Escondido CA

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AUTHORIZATION

APPRAISAL & CONSULTING SERVICES FOR MANUFACTURED HOUSING COMMUNITIES AND RV PARKS

July 14, 2020

Mr. Keith Casenhiser Bessire and Casenhiser, Inc. 430 S. San Dimas Ave. San Dimas, CA 91773

Re:

Eastwood Meadows MH Community, 2550 E Valley Parkway, Escondido, CA Escondido MHP West, 2700 E. Valley Parkway, Escondido, CA

Mr. Casenhiser:

I am pleased to submit a proposal to provide the following consulting services regarding the captioned property:

Scope of Work:

To provide the following analysis and opinions for support of a discretionary rent increase application for the subject property:

Market rent survey and opinion of appropriately supported rent under rules
and ordinances of Escondido, CA for the purposes of establishing appropriate
rent for Long Form Application for rent increase. Separate reports issued for
each property.

Timing:

Within 15 working days of receiving requested information (see below).

Appraisal Fee:

\$4,500 to be paid upon completion. Client agrees that unpaid amounts more than 30 days past due will be charged interest at the maximum rate permitted by applicable law. Note that this fee only applies to the scope of work described above, and additional work will be governed by the attached Consulting Agreement or separate authorization. This fee does not include attendance or testimonies, and does not include review of reports prepared by other parties.

Requested Information:

- a) Rent Roll applicable to date of request.
- Name and phone number of contact person for additional information requests.
- c) Any information that you believe should be considered in the analysis.

Please call if any of the above requested information is not readily available. If you have any questions, please call me at 951-461-7755. A signed copy of this agreement may be faxed to me at 951-346-3558 or emailed to appraisals@johnneet.com to initiate file set up. I look forward to working with you in this appraisal assignment.

Sincerely,

John P. Neet, MAI

Accepted by:

Date 7/16/2020

APPRAISAL & CONSULTING SERVICES FOR MANUFACTURED HOUSING COMMUNITIES AND RV PARKS

MARKET RENTAL VALUE APPRAISAL-SCOPE OF WORK

The normal scope of work for a complete market rental value appraisal consists of the following tasks and analyses.

Physical Inspections

The property will be inspected by a member of the firm as identified in the Certification statement in the appraisal who is qualified to complete an approisal inspection. The inspection will include a visit to the neighborhood to determine current land use and economic trends, and a site visit. The inspection of the site will be sufficiently thorough to describe the subject site and improvements to the extent necessary for an appraisal assignment. This inspection will only include areas of the site and improvements that are immediately accessible, and will not include areas that are not normally accessible to the public. An appraisal inspection is not synonymous with a physical needs assessment; code compliance inspection, mechanical inspection, or other inspection typically conducted by engineers or licensed inspectors. Properties considered as comparable market data points will be viewed by a member of the

Research

The scope of the research will be determined by the appraiser and will be sufficient to support appraisal conclusions. Current market conditions in the geographic market area and in the market specific to the existing development and use will be investigated. Other areas of inquiry will include: 1) significant legal restrictions on the use or income generating ability of the property, 2) sufficient rental data to support an estimate of market rental rates for the subject, and 3) sufficient comparable sales data regarding mobile homes in the subject and other parks necessary to support conclusions regarding property rights transferred from the property owner to the tenant under any rent contrischeme that might be present. The selection of and the quantity of market data points considered will be the responsibility of the appraiser.

Analysis and Projections

The analysis will be sufficiently detailed to support the conclusions of the analysis. The analysis will be based largely on the property survey methodology as outlined in the Uniform Standards of Professional Appraisal Practice (USPAP) and The Appraisal of Real Estate. 12th Edition Published by the Appraisal Institute. The value indications reached by the applicable approaches will be reconciled into an estimate of market rental value.

Issued Report of Appraisal Analysis and Conclusions

The appraisal report will be written in per the requirements of USPAP Standard 2 for "self contained", "summary", or "restricted" reports as determined by agreement between the appraiser and client. A "restricted use" appraisal report will be authorized for the clients use only, and may not be distributed to persons other than the client.

Accepted by (Client Signature) Let / (agent Date 7/16/2020

PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into as of the dates set forth at the end of this Agreement by and between John P. Neet, MAI (hereinafter "Consultant") and Bessire & Casenhiser, Inc. (hereinafter "Client"). If the client is an attorney or firm, and the party responsible for payment of fees is another person or entity, both parties must sign.

Matter: Long form rent increase application for Eastwood Meadows and Mobileparks West

1. RETENTION

- 1.1 Consultant will be available to commence work for a Client upon receipt of a retainer.
- 1.2 Consultant agrees not to work for any other person or party involved in this case on matters relating to this case for two weeks after he is verbally retained, or upon acceptance of the retainer set forth below. Should the two weeks lapse without receipt of a retainer, Consultant is free to accept work from any other party.

2. SERVICES TO BE PERFORMED

- 2.1 Consultant agrees to perform consulting and/or expert witness services as requested by Client and in connection with such services agrees to perform such investigation, document review, studies and research so as to be able to consult with Client and/or advise Client as an expert witness with respect to Consultant's findings. Consultant agrees to verbally report his facts, conclusions and findings to Client and, if desired by Client, Consultant will prepare a written report and cause it to be sent or delivered to client. Consultant also agrees to assist in trial preparation and to testify as an expert witness in those areas in which he is qualified.
- 2.2 The full scope of Consultant's work will be determined as the matter proceeds, and will be subject to the needs and requests of Client. Consultant and Client agree that Consultant will be performing services to this Agreement as an Independent Contractor.
- 2.3 Upon request, Consultant will provide an estimate of the time and costs it will take to perform the work outlined by the Client. If it becomes apparent to Consultant that he will need to exceed the estimates provided to complete his work, he will provide Client with a revised estimate and shall proceed only after being granted permission by Client.

3. CONFIDENTIALITY

3.1 Consultant agrees to retain all non-public information obtained from Client as confidential and agrees not to release or discuss any of such information unless Consultant has obtained the prior consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

4. COMPENSATION

- 4.1 Fees are billed to the Client by the tenth of an hour with a minimum charge of .2 of an hour as follows:
- 4.1.1 Travel time at <u>TWO HUNDRED FIFTY dollars (\$250.00) per hour.</u> (Not charged for appearances in San Diego or Riverside Counties).
- 4.1.2 Testimony or appearance at public hearing, trial or deposition or other at <u>THREE HUNDRED FIFTY</u> dollars (\$350) per hour. This rate applies to time spent waiting to testify as well as actual time testifying. There is no reduction in hourly rate if testimony on a specific day is cancelled or postponed.
- 4.1.3 All other work including research, report preparation and telephone calls, <u>TWO HUNDRED FIFTY</u> dollars (\$250) per hour.
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from Consultant's office until the time of return.

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- 4.4 A minimum retainer of \$1,000.00 is charged for each case. This amount is a non-refundable minimum fee charged. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.
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- 4.6.1 Attendance at a deposition either to assist client or to testify as an expert witness \$1,000.00.
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- 4.8 Certain professional work will be completed on a "fixed-fee" basis, with the fee disclosed to the client in a separate "scope of work" agreement, and hourly rates will not be charged for that portion of the work.

5. EXPENSES

- 5.1 Travel and miscellaneous expenses are charged at cost plus ten percent. No travel expense other than time is charged in the local 6 county Southern California area.
- 5.2 Travel will be performed by the most economical means compatible with the Client's time constraints.
- 5.3 Client may avoid the 10% surcharge on expenses by furnishing travel and lodging which is billed directly to Client by the carrier or hotel.

6. BILLINGS

- 6.1 Invoices will be tendered after the end of each month. A detailed breakdown is furnished itemizing each charge for the month. Billings from the previous month not paid will be noted as, "Previous Balance". Payments made out to John P. Neet are due 15 days after the invoice date. Late charges at the rate of 1.5% per month will be added to bills not paid within 30 days.
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- 7.1 This Agreement may be terminated by Client upon 15 days written notice for any reason. Upon termination of Consultants services by Client, Client shall immediately pay all fees and expenses incurred by Consultant, subject to receipt of an appropriate bill.
- 7.2 Consultant may terminate this Agreement upon fifteen (15) days written notice if payments are not made within 60 days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

8. DISPUTE RESOLUTION

8.1 The parties agree that any action which is required to be filed to enforce the terms of this Agreement may be filed in Riverside County, State of California but this shall not preclude either party from bringing an action in any other county which represents the proper venue for such an action.
8.2 in the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the Client agrees to pay reasonable attorney's fees and all costs and expenses incurred by Consultant including collection costs, provided that Consultant is the prevailing party in said matter either by settlement, litigation or otherwise.

9. GOVERNING LAW

9.1 All actions arising out of the performance of this Agreement shall be governed by the laws of the State of California.

The parties do hereby execute this Agreement on the date set forth below.

Date	John P. Neet, Consultant
Date- Kal	Client Signature
- Date -	

PROFESSIONAL SERVICES AGREEMENT

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	John P. Neet, Consultant
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Date	

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Item6.

PROFESSIONAL QUALIFICATIONS/CURRICULUM VITAE

PRCFESSIONAL QUALIFICATIONS JOHN P. NEET, MAI

LICENSES AND MEMBERSHIPS:

Appraisal Institute

Member-Designation No. 7728; currently certified under the Appraisal Institute's mandatory continuing education requirements Licensed Real Estate Appraiser

California Certified General Appraiser No. AG003494, Certified through 3/14/2022

Arizona Certified General Appraiser No. 31052, Certified through 4/30/2021

Nevada Certified General Appraiser No. A.0004661-CG Certified through 5/31/2021

Oregon Certified General Appraiser No. C001020, Certified through 3/31/2022

Washington Certified General Appraiser No. 1102053, Certified through 3/14/2022

Idaho Certified General Appraiser No. CGA-3435, Certified through 3/14/2021

Colorado Certified General Appraiser No. CG100047400, Certified through 12/31/2020

Texas Certified General Appraiser No. TX 1380441G, Certified through 5/31/2021

Temporary Certifications Obtained in New Mexico, Minnesota, Utah, South Dakota, Wisconsin

Licensed Real Estate Broker

Texas Brokers License No. 322708 (Inactive)

EXPERIENCE:

1988-Present

John P. Neet, MAI, Real Estate Appraiser & Consultant

Owner of firm specializing in valuation and consultation with a primary concentration on manufactured housing communities, mobile home parks, and RV parks, leasehold and quasi-leasehold valuations, public acquisition valuations, valuations for rated and un-rated bond issues and resident conversions, MHC & RVP subdivisions, expert testimony, and appraisal review. Non-appraisal experience includes cash flow projections, rent control financial analysis and consultancy, market studies and analysis, and financial performance analysis for manufactured housing communities and RV parks. Qualified as an expert in United States District Court, in state courts in Orange, Riverside, San Diego, and San Bernardino Counties in California and Federal Bankruptcy Courts in California, Texas, and Nevada.

1981-1987

Terrence F. Wood & Co. Corpus Christi, Texas

Appraisal and review of all property types; special emphasis on income producing, development, and resort properties; expert testimony in bankruptcy and foreclosure proceedings. Qualified as expert in district courts and Federal Bankruptcy Courts.

1978-1980

Home Savings and Loan Los Angeles, California

Chief Appraiser, Conventional Loans-Manager in charge of training and review of appraisal staff.

Staff Appraiser-valuation of single and multi-family properties.

EDUCATION:

CALIFORNIA STATE UNIVERSITY AT NORTHRIDGE

Business Administration

APPRAISAL INSTITUTE

Courses 101, 102, and 201 (SREA)

Courses 1-A, 1-B, 2-1, 2-2, 2-3 (AIREA)

Courses 410, 420, 700 (AI)

INTERNATIONAL RIGHT OF WAY ASSOCIATION

Easement Valuation

RECENT SEMINARS:

USPAP Updates, FIRREA Requirements, Standards of Professional Practice Updates, Litigation Practices, Green Buildings & Wind/Solar Power in Real Estate Applications, HP12-C Seminar, Land Regulations, Easement Valuations, Retail Market, Limited Appraisals and Report Writing, Annual Regional Economic Forecast Workshops & Seminars, Manufactured Housing Community Law Seminars and Operations seminars, Regression Analysis, Condominium Conversions, Highest & Best Use Analysis.



Business, Consumer Services & Housing Agency **BUREAU OF REAL ESTATE APPRAISERS** REAL ESTATE APPRAISER LICENSE

John P. Neet

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER:

AG 003494

Effective Date: Date Expires:

March 15, 2020

March 14, 2022

3051167

Item6.

2023 ANNUAL PERMIT TO OPERATE

PERMIT NO. 0023-05 DATED: 2/8/2023

CITY OF ESCONDIDO - CODE COMPLIANCE **ENFORCEMENT AGENCY**

AMENDED

PARK ID NO.
37-0797

Park Name and Address

Eastwood Meadows Mobile

CONDITIONA L USES:

Home Park
2550 E. Valley Pkwy.
Escondido, CA 92027

INC. or UNC.	MOBILEHOME LOTS WITH DRAINS	RECREATIONAL VEHICLE LOTS WITH DRAINS	LOTS WITHOUT DRAINS	TOTAL LOTS
INC				129

Permit to Operate Fee	\$140.00
129 Spaces @ \$10.00	\$1,290.00
Annual State Fee	\$400.00
Park Maint. 129 @ \$4.00	\$516.00

OWNER:

Bart Thomsen Eastwood Meadows MHP, LLC 301 E. 17th St., Ste. 208 Costa Mesa, CA 92627

> THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS SUBJECT TO SUSPENSION OR REVOCATION AS PROVIDED THEREIN. THIS PERMIT IS NOT TRANSFERABLE. THE ENFORCEMENT AGENCY SHALL BE NOTIFIED WITHIN 30 DAYS OF ANY CHANGE OF NAME. OWNERSHIP, OR OPERATOR.

POST IN A CONSPICUOUS PLACE

THIS PERMIT EXPIRES DECEMBER 31, 2023 HCD 503B (7/04)

Crystal Bembry

From:

Chad

Sent:

Thursday, July 6, 2023 7:09 PM

To:

Dominique Clark

Cc: Subject:

Eric W. Bunge; Tara Matthews; Keith; Margaret; Crystal Bembry; Holly Nelson Re: Eastwood Meadows - Income & Expense Documentation - Update 5.18.23

Thank you!

Sent from my iPhone

On Jul 6, 2023, at 6:46 PM, Dominique Clark <dclark@webrsg.com> wrote:

Hi Chad,

As Holly mentioned in her 6/27 email, she is out of the office until July 18th. However, I was able to confirm with other City staff today that changing the applicant name to Bessire & Casenhiser would be fine since it would match the manager listed on the Permit to Operate.

Thank you,

Dominique Clark

<image001.png>

714.316.2143 (Direct) California DRE License #01989248

From: Chad <chad@bessire-casenhiser.com>
Date: Wednesday, July 5, 2023 at 4:44 PM

To: Holly Nelson hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org, Dominique Clark hnelson@escondido.org<

Cc: Eric W. Bunge <ebunge@escondido.org>, Tara Matthews <tmatthews@webrsg.com>, Keith <kcasen@bessire-casenhiser.com>, Margaret <margaret@bessire-casenhiser.com>, Crystal

Bembry <cbembry@bessire-casenhiser.com>

Subject: RE: Eastwood Meadows - Income & Expense Documentation - Update 5.18.23

Good afternoon. Considering the information you noted below and the fact that we have been managing the property for many years, would it be acceptable to simply change the applicant name to Bessire & Casenhiser?

Either Keith Casenhiser or I have been the applicant on every short form application for the last 20 years and this has not been an issue.

Please let me know.

Thank you.

Chad Casenhiser

Vice President of Operations
DRE #01705695

<image002.jpg>
BESSIRE AND CASENHISER, INC.

manufactured housing management and investments

430 S. San Dimas Ave. San Dimas, CA 91773

Office #: (909) 594-0501, ext. 36

Email: <u>chad@bessire-casenhiser.com</u>

<image003.jpg>

From: Holly Nelson hnelson@escondido.org

Sent: Tuesday, June 27, 2023 9:32 AM

To: Chad <chad@bessire-casenhiser.com>; 'Dominique Clark' <dclark@webrsg.com>

Cc: Eric W. Bunge <ebunge@escondido.org>; 'Tara Matthews' <tmatthews@webrsg.com>; Keith <kcasen@bessire-casenhiser.com>; Margaret <margaret@bessire-casenhiser.com>; Crystal Bembry

<cbembry@bessire-casenhiser.com>

Subject: RE: Eastwood Meadows - Income & Expense Documentation - Update 5.18.23

Hi Chad,

The City's rent control ordinance defines "Owner" as: "the owner or operator of a mobilehomepark or an agent or representative authorized to act on said owner's or operator's behalf in connection with the maintenance or operation of such park." EMC 29-101. An "owner" can file a rent increase application. EMC 29-104.

If Escondido Mobilepark West Two is leasing the property and is acting as the operator of the mobilehome park, then yes, they would fit the definition of "owner" contained in the City's code, and can submit the rent increase application.

In reviewing the Permit to Operate, the mobilehome park lists "BESSIRE AND CASENHISER" as the manager, and they are the ones who seem to be handling the application, so it would seem that they are authorized to act on the operator's behalf.

Can you please provide the City with documentation that reflects the relationship between Escondido Mobilepark West Two and Eastwood Meadows Mobilehome Park LLC (that could be a copy of the lease or whatever other document they have that reflects that relationship), <u>and</u> documentation that shows that Escondido Mobilepark West Two has authority to operate the park (since the current Permit to Operate only mentions Eastwood Meadows Mobilehome Park LLC)?

Thank you, Holly

<image004.jpg>

Holly Nelson, LCSW
Housing & Neighborhood Services Manager
City Manager's Office | City of Escondido

Direct: 760-839-4518

Item6.

Attachment "1"

www.escondido.org

Confidentiality Statement: This communication contains information that may be confidential, and it may also be legally privileged or otherwise exempt from required disclosure. If you are not the intended recipient, please do not read, distribute or copy this communication and please delete the message from your computer.

From: Holly Nelson

Sent: Monday, June 26, 2023 12:06 PM

To: 'Chad' < chad@bessire-casenhiser.com; Dominique Clark < dclark@webrsg.com>

Cc: Eric W. Bunge < ebunge@escondido.org; Tara Matthews < tmatthews@webrsg.com; Keith < kcasen@bessire-casenhiser.com; Crystal Bembry

<cbembry@bessire-casenhiser.com>

Subject: RE: Eastwood Meadows - Income & Expense Documentation - Update 5.18.23

Hi Chad,

We are looking into this matter, but hope to have an answer for you soon.

Thank you, Holly

<image004.jpg>

Holly Nelson, LCSW
Housing & Neighborhood Services Manager
City Manager's Office | City of Escondido
Direct: 760-839-4518
www.escondido.org

Confidentiality Statement: This communication contains information that may be confidential, and it may also be legally privileged or otherwise exempt from required disclosure. If you are not the intended recipient, please do not read, distribute or copy this communication and please delete the message from your computer.

From: Chad <chad@bessire-casenhiser.com>

Sent: Friday, June 23, 2023 2:00 PM

To: Dominique Clark < dclark@webrsg.com>

Cc: Eric W. Bunge < ebunge@escondido.org; Tara Matthews < tmatthews@webrsg.com; Keith < kcasen@bessire-casenhiser.com; Holly Nelson

<hnelson@escondido.org>; Crystal Bembry <cbembry@bessire-casenhiser.com>

Subject: Re: Eastwood Meadows - Income & Expense Documentation - Update 5.18.23

is there any update on how we should handle this? I would really like to get this completed since we are going on two years since we started this process.

Sent from my iPhone

On Jun 21, 2023, at 12:33 PM, Dominique Clark < dclark@webrsg.com > wrote:

Understood, thank you. We'll be in touch soon.

Dominique Clark

DATE:

July 17, 2023

TO:

City of Escondido

FROM:

Chad Casenhiser

SUBJECT:

Eastwood Meadows — Rent Increase Application (Water Meter

Explanation)

On your response to our latest submission of the long-form rent increase application, you requested clarification on the number of water meters installed and the number of residents being charged for water at the end of 2021. Please be advised that, to date, we have installed water meters on 48 homes and 26 of those homes are being charged for water. Of those 26 being charged for water, 20 of them were being charged at the end of 2021. Please see the attached list for those being charged.

It is our intention to continue installing water meters on a quarterly basis until all homes have a water meter. However, please note that we will not begin charging those with meters until there is a turnover. If we decide to start charging existing tenants for water we understand that we will need to reduce the rent for those residents at that time.

If you have any questions, please contact me.

CC/cb EM: Rent Increase: AFTCE - Water Meter Explanation

cc: 40-03A



Water 15 Maria Carmen Sanchez Ledesma Resident Occupied 8/16/2021 20170 20911 741 \$15.05 1000 Gels Image: Completed Sanchez Ledesma 18 Walter Symons Resident Symons 5/3/2019 16498 15653 155 \$8.74 Image: Completed Symons 25 Kawka Demare Occupied 3/23/2018 107415 109496 2081 \$29.51 Image: Completed Symons 29 Aubrile Hopkins 6/29/2021 11324 11815 491 \$12.36 Image: Completed Symons 33 Cristobal Baulista Resident Application of Cocupied Symons 3/26/2020 47439 48908 1469 \$22.91	1000 Gals, 1000 Gals
Symons Occupied Symons Occ	
Demara Occupied	
Hopkins. Occupied	1000 Gals
	1000 Gels
Annual Anachas	1000 Gals
Water 34 Jaret Resident 8/8/2017 38098 33608 510 \$12.56 Jones Occupied	1000 Gals
Water 39 Lucia Resident 7/29/2022 28934 29378 2444 \$33.21 Gudino Occupied Delgado	1990 Gals
(`) Water 46 Vince Resident 9/30/2020 9324 9460 196 \$8.52 Urbina Occupied	1006 Gals
() Water 49 Sentiago Résident 9/1/2017 48972 49671 599 \$14.60 Rocha Occupied	1000 Gals
Water 64 Adelina Resident 2/1/2020 20827 21351 524 \$12.71 Perez Occupled	1000 Gals
Waler 56 Fefix Resident 8/1/2017 46591 47060 469 \$12.12 Sanchez Occupied	1000 Geis
☐ Water 67 Della Resident 4/18/2022 19425 19667 262 \$9,89 Villegas Occupied Porfirio	1000 Gais
Water 71 Javier Resident 4/8/2020 Urquidez Occupied	1000 Gais
Water 72 Febi Résident 8/24/2022 7489 7936 447 \$11.89 Magana Occupled	1000 Gals
Water 76 Januar Resident 7/1/2020 40844 43232 2385 \$32.73 Henry Occupied	1000 Gals
	1000 Gals
	1000 Gals
Water 95 slephen Resident 6/1/2018 9060 9137 77 \$7.88 courts Occupied	1000 Gels
	1000 Gals
Water 98 Jose C Resident 3/23/2023 Y 16222 17430 1208 \$20.10 Zamora Occupied	1000 Gals
Water 104 Jose Resident 4/1/2018 21387 21534 147 \$8.65 Ramirez Occupied Resident 4/1/2018 21387 21534 147 \$8.65 Resident 4/1/2018 21387 21534 Resident 4/1/2018 21387 21534 Resident 4/1/2018 21387 Resident 4/1/2018 21387 Resident 4/1/2018 21387 Resident 4/1/2018 R	1900 Gals
	1000 Gais
Water 111 Gloris Resident 9/12/2019 29551 30657 1106 \$18.99 Ambriz Occupied	1000 Gais
Water 113 Silbiano Resident 6/6/2022 15460 15837 377 \$11.12 Lemus Occupied Leal	1000 Gais
Water 120 erlc Resident 10/24/2019 15307 15684 357 \$10.91 lopez Occupied	1000 Gals
[B] Weter 123 LUISA Resident 6/11/2021 19833 20115 283 \$10.11 M. Occupied RODRIQUEZ	1000 Gals

OCCUPIED - SET TO NO BILL - NO RESULTS



DATE:

August 11, 2023

TO:

City of Escondido

FROM:

Chad Casenhiser

SUBJECT:

Eastwood Meadows — Rent Increase Application – Long-Term Lease

Execution

SPACE #	CURRENT RENT	LEASE EXECUTED DATE	EXPIRATION DATE OF LONG-TERM LEASE
5	\$852.14	12/1/2019	11/30/2024
18	\$958.18	6/3/2019	5/31/2024
54	\$955.29	2/7/2019	1/31/2025
59	\$800.41	8/1/2019	7/31/2024
64	\$787.91	8/1/2019	7/31/2024
74	\$787.91	9/1/2019	8/31/2024
81	\$865.73	1/1/2019	12/31/2024
82	\$871.25	5/1/2019	4/30/2024
90	\$955.29	2/1/2020	1/31/2025
94	\$838.63	12/1/2019	11/30/2024
111	\$914.76	9/12/2019	9/11/2024
119	\$847.18	1/1/2020	12/31/2025
120	\$915.04	10/24/2019	9/30/2024
127	\$858.33	5/1/2019	4/30/2024

If you have any questions, please contact me.

CC/cb

EM: Rent Increase: AFTCE - Long-Term Lease Execution

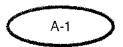
CC:

40-03A

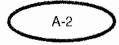


Timeline of Application

Date	Action	Days Since Previous Action	Notes
9/17/2021	City receives Original Application.	N/A	Notes
			Primary issues noted: Insufficient documentation of increase in water costs; additional information needed about capital improvement expenditures and property tax
10/14/2021	City issues Incomplete Letter #1.	27	expenses
10/21/2021	Applicant responds to Incomplete Letter #1.	7	Primary issues noted: Water expenses
11/18/2021	City issues Incomplete Letter #2.	28	reported by the Applicant were overstated due to including costs for both Eastwood Meadows and Mobile Park West
			In Revised Application #1, the Applicant reported significantly lower water expenses due to City staff pointing out that the Original Application included water expenses for both
2/18/2022	Applicant submits Revised Application #1.	92	Eastwood Meadows and Mobile Park West.
2/24/2022	City retains RSG to review application.	6	
4/6/2022	Applicant submits payment to City for RSG fees.	41	The City staff lead for the Application transitioned from Belinda Rojas to Holly Nelson after Ms. Rojas last day with the City on 4/6/2022.
5/25/2022	RSG issues Incomplete Letter #3.	49	Primary issues noted: Year-end financial statements and invoice and proof of payment for each reported expenses needed for the base year (2017) and the final year of RSG's analysis (2020 or 2021)
6(4)(2002	City, RSG, and Applicant representatives meet via Zoom to discuss Incomplete Letter #3. Following the Zoom meeting, the Applicant emailed the City and RSG year-end financial statements for 2017 to	7	
6/1/2022	2021.	7	Incomplete Letter #4 superseded Incomplete Letter #3, based on the discussion in the 6/1/2022 Zoom meeting. Primary issues noted: Invoice and proof of payment for each 2017 and 2021 expense in
6/9/2022	RSG issues Incomplete Letter #4.	8	10 specified expense categories in which expenses (1) increased more than inflation between 2017 and 2021 and (2) increased more than \$5,000 between 2017 and 2021
	Applicant responds to incomplete Letter #4.	36	
7/22/2022	RSG issues Incomplete Letter #5.	7	Primary issues noted: Several discrepancies between the total expenses reported on the 2017 and 2021 year-end financial statements and the invoices provided
8/18/2022	Applicant responds to Incomplete Letter #5.	27	
9/16/2022	RSG issues Incomplete Letter #6.		Primary issues noted: Additional information needed about the 2017 and 2021 utility income and expenses and capital improvement expenses; duplicate expenses



		Days Since	
Date	Action	Previous Action	Notes
10/19/2022	Applicant responds to incomplete Letter #6.	33	
44/40/2022	RSG notifies Applicant that the application is now	20	
11/18/2022	complete.	30	
44/00/0000	RSG notifies Applicant that the hearing is tentatively		
11/23/2022	scheduled for 1/11/23.	5	
[RSG emails Applicant about discrepancies in		
1	Application re: the number of spaces affected by the proposed rent increase and the number of long-		
12/6/2022		13	
12/0/2022	term leases exempt from the City's Ordinance. Applicant notifies RSG that they would like to	1.0	
•	increase the number of spaces affected by the		
12/9/2022	proposed rent increase.	2	
12/8/2022	City notifies Applicant that revising the application	4	
İ	requires a new 30-day review period to deem the		
12/14/2022	application complete.	6	
12/14/2022	Application complete. Applicant notifies City and RSG that they are		
	withdrawing Revised Application #1 and that a		
12/15/2022	revised application is forthcoming.	1	
12/10/2022	revised application is to the onling.		In Revised Application #2, the Applicant
			increases the number of spaces affected by
l .			the proposed increase from 81 to 95 and
			reduces the number of spaces subject to a
1/9/2023	Applicant submits Revised Application #2.	25	long-term lease from 43 to 24.
17372023	Applicant submits revised Application #2.	20	Primary issues noted: Reimbursements
		:	were owed to five households that the
			Applicant had stated were exempt from rent
	:		control that were subject to rent control due
			to executing their long-term leases after
1/30/2023	RSG issues Incomplete Letter #7,	21	2/13/2020
			In Revised Application #3, the Applicant
İ			increases the number of spaces affected by
2/3/2023	Applicant submits Revised Application #3.	4	the proposed increase from 95 to 100.
	RSG emails Applicant clarifying questions about		
3/3/2023	Revised Application #3.	28	
3/6/2023	Applicant responds to RSG's clarifying questions.	3	
			Primary issues noted: Discrepancies
			between information provided in the
			Application and the 2022 Mobilehome Park
			Annual Rent Control Survey provided for the
3/24/2023	RSG issues Incomplete Letter #8.	18	Park
4/17/2023	Applicant responds to Incomplete Letter #8.	24	
	RSG emails Applicant clarifying questions about		
5/17/2023	their response to incomplete Letter #8.	30	
5/18/2023	Applicant responds to RSG's clarifying questions.	1	
			Primary issues noted: Final corrections
			needed to the Application to prepare it for
			public viewing (e.g., correction of park
			owner name, completion of blank sections,
			final versions of 2017 and 2021 year-end
6/14/2023	RSG issues Incomplete Letter #9,	27	financial statements)
			In Revised Application #4, the Applicant
			increases the number of spaces affected by
			the proposed increase from 100 to 104 and
			reduces the number of spaces subject to a
7/24/2023	Applicant submits Revised Application #4.	40	long-term lease from 24 to 15.



		Days Since	
Date	Action	Previous Action	Notes
			Primary issues noted: Additional corrections needed to the Application to prepare it for public viewing (e.g., corrections to the total
			property lax and water expenses reported; corrected 2021 year-end financial
8/7/2023	RSG issues Incomplete Letter #10.	14	statements)
	Applicant emails electronic version of Revised		
8/11/2023	Application #5 for City/RSG's preliminary review.	4	
	RSG emails Applicant about one minor correction		
	needed to Revised Application #5 and two additional		
8/18/2023	invoices needed.	7	
	Applicant emails updated electronic version of		
	Revised Application #5 for City/RSG's preliminary		
8/21/2023	review.	3	
	RSG notifies Applicant that electronic version of		
	Revised Application #5 needs no further		
8/24/2023	corrections.	3	
			In Revised Application #5, the Applicant increases the number of spaces affected by
			the proposed increase from 104 to 105 and
	Applicant submits hard copy of Revised Application		reduces the number of spaces subject to a
8/28/2023	#5. <u></u>	44	long-term lease from 15 to 14.
	RSG notifies Applicant that the application is now		
8/28/2023	complete.	00	
]		The 60-day deadline for the Board to hold a
			hearing was October 27, 2023. The City
			initially scheduled the hearing on October
			25, 2023, which was before the deadline.
			However, the Applicant had a scheduling
			conflict on October 25, 2023, and requested
			via an email dated September 14, 2023, that
			the hearing be postponed to November 1,
11/1/2023	Board holds hearing.	65	2023.
TOTAL		775	

Item6.



Housing & Neighborhood Services Division 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4841

September 19, 2023

Resident
Eastwood Meadows Mobilehome Park
2550 E. Valley Parkway
Escondido, CA 92027

Re: Notice of Eastwood Meadows Mobilehome Park's Long-Form Rent Increase Application and 30-day Comment Period

Dear Resident:

A long-form application was submitted to the City of Escondido on September 17, 2021 by Eastwood Meadows Mobilehome Park ("Park") requesting a rent increase. The application has been reviewed and determined to be complete on August 28, 2023. The Park is requesting an increase of up to \$200 per space, per month not to exceed the maximum space rent of \$1,012. There are 104 spaces impacted by this request. The City hired a third-party consultant, RSG, to evaluate the Park's financial statements from 2017 – 2021 and provide a recommendation.

You are receiving this letter, because in accordance with Section 1 of the City's Mobilehome Rent Review Board Guidelines, all affected residents have a right to review the application, any supporting documents and submit a written comment during the thirty (30) day comment period. The application and all supporting documents are available at your Park's Office, the City's website at https://escondido.org/pending-applications, and the Housing Division's front counter at City Hall on Monday – Friday from 8 a.m. to 5:30 p.m.

Please provide any written responses/comments related to the application to Danielle Lopez, City of Escondido, Housing and Neighborhood Services Division, 201 North Broadway, Escondido, CA 92025, or dmlopez@escondido.org All written comments must be received by the City by October 19, 2023.

<u>City staff and RSG will hold an in-person meeting on Monday, October 9 at 6:00 p.m. in the Park Clubhouse</u>. Please feel free to attend this meeting and ask any questions you have regarding the hearing process or discuss any concerns. A resident representative will be chosen at this meeting. This designated representative will be given an opportunity to speak on behalf of the affected tenants at the rent review board public hearing.

The Mobilehome Rent Review Board will consider the long-form application at the public hearing held on November 1, 2023 at 5 p.m., at the City Council Chambers, 201 North Broadway, Escondido. If you wish to present information or speak to the Board about the request, you may fill out a speaker's slip available in the lobby of the Council Chambers and give it to the City Clerk. If you are protesting the long-form application, you should register in the lobby prior to the opening of the public hearing.

If you have any questions, please call 760-839-4518 or email me at dmlopez@escondido.org

Sincerely,

Danielle Lopez Housing & Neighborhood Services

Page 2

19 de septiembre de 2023

Residente

Eastwood Meadows Mobilehome Park

Re: Notificación de la solicitud de aumento de alquiler a largo plazo de Eastwood Meadows Mobilehome Park y período de comentarios de 30 días

Estimado residente:

El 17 de septiembre de 2021, Eastwood Meadows Mobilehome Park ("Parque") presentó una solicitud de formato largo a la Ciudad de Escondido solicitando un aumento de renta. La solicitud ha sido revisada y se determinó que estaba completa el 28 de agosto de 2023. El Parque está solicitando un aumento de hasta \$200 por espacio, por mes que no excedería la renta máxima de \$1,012 por espacio. Hay 104 espacios afectados por esta solicitud. La Ciudad contrató a un consultor externo, RSG, para evaluar los estados financieros del Parque de 2017 a 2021 y proporcionar una recomendación.

Usted está recibiendo esta carta, porque de acuerdo con la Sección 1 de las Directrices de la Junta de Revisión de Alquiler de Casas Móviles de la Ciudad, todos los residentes afectados tienen derecho a revisar la solicitud, los documentos de apoyo, y presentar un comentario por escrito durante el período de treinta (30) días de comentarios. La aplicación y todos los documentos de apoyo están disponibles en la Oficina de su Parque, el sitio web de la Ciudad en https://escondido.org/pending-applications, y el mostrador de la División de Vivienda en el ayuntamiento de la ciudad de lunes a viernes de 8 a.m. a 5:30 p.m.

Por favor proporcione cualquier respuesta/comentario por escrito relacionado con la solicitud a Danielle Lopez, City of Escondido, Housing and Neighborhood Services Division, 201 North Broadway, Escondido, CA 92025, o dmlopez@escondido.org. Todos los comentarios por escrito deben ser recibidos por la Ciudad antes del 19 de octubre de 2023.

El personal de la ciudad y RSG tendrán una reunión en persona el lunes 9 de octubre a las 6:00 p.m. en la Casa Club del Parque. Por favor, no dude en asistir a esta reunión y hacer cualquier pregunta que tenga sobre el proceso de audiencia o discutir cualquier preocupación. En esta reunión se elegirá a un representante de los residentes. Este representante designado tendrá la oportunidad de hablar en nombre de los inquilinos afectados en la audiencia pública de la junta de revisión de alquileres.

La Junta de Revisión de Alquiler de Casas Móviles considerará la solicitud de forma larga en la audiencia pública que se llevará a cabo el 1 de noviembre de 2023 a las 5 p.m., en las Cámaras del Consejo de la Ciudad, 201 North Broadway, Escondido. Si desea presentar información o hablar con un representante sobre la solicitud, puede llenar un formulario de hablante disponible en el pasillo de las Cámaras del Concejo y entregarlo al secretario municipal. Si protesta contra la solicitud de forma larga, deberá inscribirse en el recibidor por la entrada antes del inicio de la audiencia pública.

Si tiene alguna pregunta, llame al 760-839-4518 o envíeme un correo electrónico a dmlopez@escondido.org.

Atentamente.

Danielle López Vivienda y Servicios Urbanos

Item6.



Housing & Neighborhood Services 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4841

October 23, 2023

2550 E. Valley Parkway Escondido, CA 92027

RESIDENT NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Escondido, sitting as the Mobilehome Rent Review Board, will hold a public hearing to consider the following item:

A long-form rental increase application for Eastwood Meadows

A copy of the application is available for review at https://www.escondido.org/pending-applications, Eastwood Meadows Mobilehome Park Office or the Housing & Neighborhood Services Division at City Hall, 201 N. Broadway. A copy of the staff report will be available at the Housing counter five days prior to the hearing date.

A public hearing is scheduled for <u>November 1, 2023, at 5 p.m.</u> in the City Council Chambers, 201 N. Broadway, Escondido, CA 92025 to determine whether or not a rent increase will be granted for your park.

If you are protesting the long-form application, you should register in the foyer prior to the opening of the public hearing. The purpose of the hearing is for the Rent Review Board to obtain input from the owner and tenants about why an increase should or should not be granted. If you challenge the decision of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Rent Review Board at or prior to the public hearing.

You may also submit your feedback to Danielle Lopez at dmlopez@escondido.org or call 760-839-4518 and this information will be included in the City Council presentation.

At the hearing, the Rent Review Board may make a determination about the rent increase or they may request additional information from the owner or tenants. If additional information is requested, a new hearing will be scheduled. If an increase is granted, the owner must notify you in writing of the amount of the increase at least (90) days before the increase goes into effect.

Sincerely,

Danielle Lopez

Danielle Lopez

Interim Housing & Neighborhood Services Manager

23 de octubre del 2023

2550 E. Valley Parkway Escondido, CA 92027

AVISO PARA RESIDENTES DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Concejo Municipal de la Ciudad de Escondido, siendo la Comisión Evaluadora que Revisan las Rentas de Casas Móviles, tendrá una audiencia pública para considerar el siguiente punto:

La aplicación de forma-larga de aumento de renta para Eastwood Meadows

Una copia de la aplicación está disponible para revisión en https://www.escondido.org/pending-applications, la oficina de Eastwood Meadows Mobilehome Park o División de Vivienda y Servicios al Vecindario en el Ayuntamiento, 201 N. Broadway. Una copia del reporte del personal estará disponible en el mostrador de la División de Vivienda cinco días antes de la fecha de la audiencia.

Una audiencia pública está programada para el <u>1 de noviembre del 2023 a las 5 p.m.</u> en la Sala Consistorial del Concejo Municipal, 201 N. Broadway, Escondido, CA 92025 para determinar si se otorgará o no un aumento de renta para su parque.

Si usted está protestando esta aplicación de forma-larga, debe registrarse en el vestíbulo antes de que comience la audiencia pública. El propósito de la audiencia es que la Comisión Evaluadora que Revisa las Rentas obtenga información del propietario y los inquilinos sobre por qué se debe o no se debe otorgar un aumento. Si impugna la decisión de la Comisión Evaluadora ante la corte, puede quedar limitado a proponer solo aquellos asuntos que usted u otra persona haya propuesto en la audiencia pública descrita en este aviso, o en la correspondencia escrita entregada a la Comisión Evaluadora que Revisa las Rentas durante o antes de la audiencia pública.

También puede enviar sus comentarios a Danielle Lopez a dmlopez@escondido.org o llamar al 760-839-4518 y está información se incluirá en la presentación al Concejo Municipal.

En la audiencia, la Comisión Evaluadora de Revisión de Rentas puede tomar una determinación sobre el aumento de renta o pueden solicitar información adicional del propietario y / o inquilinos antes de tomar una decisión. Si se solicita información adicional, se programará una nueva audiencia. Si se concede un aumento, el propietario debe notificarle por escrito de la cantidad del aumento al menos (90) días antes de que el aumento entre en vigencia.

Sinceramente,

Danielle Lopez,

Danielle Lopez

Gerente de Vivienda y Servicios al Vecindario (Interina)



17872 GILLETTE AVE. SUITE 350 IRVINE, CA 92614 714 541 4585 INFO@WEBRSG.COM WEBRSG.COM

Via Electronic Mail

To: Mobilehome Park Rental Review Board

CITY OF ESCONDIDO

From: Tara Matthews, Principal

Dominique Clark, Director

RSG, INC.

Date: September 21, 2023

SUBJECT: EASTWOOD MEADOWS LONG-FORM RENT INCREASE ANALYSIS

On September 17, 2021, City of Escondido ("City") staff received a Long-Form Mobilehome Park Application for Space Rent Increase ("Original Application") for Eastwood Meadows ("Park"), an all-age mobilehome park with 129 spaces located at 2550 E. Valley Parkway, Escondido, CA 92027. On August 28, 2023, City staff received a final revised version of the Original Application ("Application"). In the Application and supplemental documents submitted by the Park owner (and/or representatives of the Park owner) ("Applicant"), the Applicant requested a rent increase ranging from \$12.23 to \$200.00 per month for 105 of the 115 rent-controlled spaces in the Park. The Applicant is not requesting a rent increase for the remaining 10 rent-controlled spaces – 9 of which are currently charged rents of \$890.00 or more and 1 of which is occupied by a park-owned mobilehome.

Based on a review of the City's Mobilehome Rent Control Ordinance (City of Escondido Municipal Code Chapter 29, Article 5) ("Ordinance") and Mobilehome Rent Review Board Guidelines ("Guidelines"), as well as the documents submitted by the Applicant, RSG calculates the following just, fair, and reasonable rent increases for the Park:

- <u>Permanent Increase:</u> \$34.48 per space per month for the 105 spaces included in the Application. Note that this amount exceeds the Applicant's request for three spaces (25, 95, and 104). Thus, RSG recommends that the Board approve a permanent rent increase of <u>up to</u> \$34.48.
- <u>Temporary Increase for Capital Improvements:</u> \$10.57 per space per month for a period of 15 years, or 180 months for the 115 rent-controlled spaces in the Park. RSG

recommends that the Board consider requiring the Applicant to itemize this capital improvement rent increase separately on the monthly resident billing statements. Note that the calculation of this rent increase accounts for all 129 spaces in the Park (all of which benefit from the capital improvements) but the Board has the authority to approve rent increases for only the 115 rent-controlled spaces.

This memo details the following:

- 1. Overview of the application processes for mobilehome park rent increases in Escondido;
- 2. Background information about the Park:
- 3. Summary of the Applicant's rent increase request;
- 4. Timeline of processing the Application;
- 5. RSG's analysis of the 11 factors to be considered by the Mobilehome Park Rental Review Board ("Board") in determining just, fair, and reasonable rent increases, pursuant to Section 29-104(g) of the Ordinance;
- 6. The methodology for calculating just, fair, and reasonable rent increases for long-form rent increase applications;
- 7. RSG's calculation of a just, fair, and reasonable permanent rent increase; and
- 8. RSG's calculation of a just, fair, and reasonable temporary rent increase as reimbursement for capital improvement expenditures.

APPLICATION PROCESSES FOR MOBILEHOME PARK RENT INCREASES IN ESCONDIDO

Short-Form Application Process

Owners of mobilehome parks in Escondido may request a rent increase using the "short-form" application process if (1) it has been at least one year since the last rent increase application was deemed complete and (2) the park owner's request applies to 100% of rent-controlled spaces in the park. In a short-form application, a park owner may request an increase of the lesser of 90% of the increase in the Consumer Price Index ("CPI") since the last rent increase granted by the Board, or 8%. The Board must presume that a rent increase of up to 90% of the increase in the CPI since the last rent increase granted by the Board is a just, fair, and reasonable increase. However, the Board may consider other factors at the request of either the park owner or the affected residents in determining that a lesser increase is just, fair, and reasonable.

Pursuant to Section 12 of the Guidelines, a park owner cannot submit a short-form application in the following two scenarios:

- 1. It has been more than two years since the last rent increase was granted by the Board; or
- 2. The Board has determined that the park owner increased space rents upon the closure of an in-place transfer or other conveyance of a rent-controlled mobilehome beyond the limits detailed in Section 12(M) of the Guidelines ("vacancy control"). In this scenario, the park owner cannot use the short-form application process for five years.

Long-Form Application Process

The alternative to the short-form application process is the long-form application process. Any park owner can submit a long-form application if it has been at least one year since the last rent increase application was deemed complete. Typically, a park owner utilizes the long-form application process when they are ineligible for the short-form application process and/or they are requesting a rent increase that is higher than the amount allowable through the short-form process (the lesser of 90% of the increase in the CPI since the last rent increase granted by the Board or 8%). The City last processed a long-form application in 2016 for Sundance Mobilehome Park.

While the Board typically considers only CPI in the short-form application process, the Board must consider at least 11 factors in the long-form process. Section 29-104(g) of the Ordinance states that the Board must consider the following 11 factors, in addition to any other factors it considers relevant, in determining just, fair, and reasonable rent increases requested via the long-form application process:

- 1. Changes in the CPI for All Urban Consumers in the San Diego Metropolitan Area published by the U.S. Bureau of Labor Statistics;
- 2. The rent lawfully charged for comparable mobilehome spaces in the City;
- The length of time since the last hearing and final determination by the Board on a rent increase application (or the last rent increase if no previous rent increase application has been made);
- 4. The completion of any capital improvements or rehabilitation work related to the mobilehome space(s) specified in the rent increase application, and the cost thereof, including such items of cost, including materials, labor, construction interest, permit fees, and other items as the Board deems appropriate;
- 5. Changes in property taxes or other taxes related to the subject mobilehome park;

- 6. Changes in the rent paid by the applicant for the lease of the land on which the subject mobilehome park is located;
- 7. Changes in the utility charges for the subject mobilehome park paid by the applicant and the extent, if any, of reimbursement from the tenants.
- 8. Changes in reasonable operating and maintenance expenses;
- 9. The need for repairs caused by circumstances other than ordinary wear and tear;
- 10. The amount and quality of services provided by the applicant to the affected tenant; and
- 11. Any existing written lease lawfully entered into between the applicant and the affected tenants.

Rent Increase Process for Reimbursement of Capital Improvement Expenditures

Pursuant to Section 8 of the Guidelines, park owners may submit to the City a rent increase application that is based in part or entirely on the cost of capital improvements and/or rehabilitation work. Section 29-101(b) of the Ordinance defines a capital improvement as "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs." Section 29-104(h) of the Ordinance requires that a rent increase granted by the Board as a result of one or more capital improvements be temporary so as not to continue beyond the time necessary for reasonable amortization of the cost of the improvement, including interest. Section 8(b) of the Guidelines further clarifies that a reasonable amortization period is commensurate with the expected life of the improvement based on standard depreciation tables used to determine tax deductions.

BACKGROUND ON EASTWOOD MEADOWS

Overview of Park

Eastwood Meadows is an all-age mobilehome park located at 2550 E. Valley Parkway, Escondido, CA 92027. The Park has 129 spaces, which are currently occupied by 119 double-wide mobilehomes and 10 single-wide mobilehomes. The Park's amenities include a recreation building with an office, exercise room, and kitchen; a laundry building with coin-operated washing machines and dryers; a car wash area; a swimming pool; and a playground.

The following section details the billing structure for Park utilities as reported by the Applicant:

- <u>Trash:</u> Residents are billed by the Park. They are charged a monthly flat fee based on the
 trash company's rates and the master bill from the company. In 2021, the fee was \$26.39
 per space per month.
- <u>Gas:</u> Residents are billed by the Park based on their individual meter readings. Note that
 the rates charged to the residents are approved by the California Public Utilities
 Commission ("CPUC"), which regulates natural gas utility rates and services provided by
 the natural gas supplier (San Diego Gas & Electric Company, or "SDG&E"). The CPUC
 allows rates to include a differential to be collected from Park residents that is to be used
 for system maintenance.
- <u>Electricity:</u> Eastwood Meadows is adjacent to another mobilehome park owned by the Applicant called Mobile Park West. The two parks are billed together for electricity, sewer, and water. For electricity, management allocates one-third of the cost to Eastwood Meadows and two-thirds to Mobile Park West based on the master meter bill, but Eastwood Meadows residents are sub-metered and billed by the Park based on their individual meter readings.
- Sewer: Residents are billed by the Park. They are billed a fee that varies from month to month, but each resident is billed the same amount based on that month's master bill divided by the number of spaces in the Park. As mentioned above, Eastwood Meadows and Mobile Park West are billed together for electricity, sewer, and water. For sewer, management allocates 29% of the cost to Eastwood Meadows and 71% to Mobile Park West based on the number of spaces in each community.
- Water: As mentioned above, Eastwood Meadows and Mobile Park West are billed together for electricity, sewer, and water. For water, management allocates 29% of the cost to Eastwood Meadows and 71% to Mobile Park West based on the number of spaces in each community. Historically, water had not been sub-metered and billed to residents. However, the Applicant is in the process of installing water meters to bill residents based on their usage. Upon turnover of spaces, new residents are being charged based on usage. As a result, only newer residents are being charged for water and the cost of water is still included in the rent for most residents.

Last Rent Increase for Park

The Application is the fourteenth application for a rent increase filed for the Park since the Ordinance was implemented in 1988. The last rent increase application for the Park was a short-form application deemed complete in April 2018. The applicant requested a rent increase based on 75% of the change in the CPI between December 31, 2015, and December 31, 2017, or 3.57% (an average of \$17.58 per space). On June 6, 2018, the Board adopted Resolution No. RRB 2018-06 to approve the applicant's rent increase as requested.

APPLICANT'S RENT INCREASE REQUEST

In the Application, the Applicant proposes to increase rents for 105 of the 129 spaces in the Park. The Applicant's proposed monthly rent increase varies by space and is equal to the lesser of (a) \$200.00 or (b) the amount needed to increase the rent to \$890.00. Based on the Application, the Applicant's rent increase request is based upon various factors, including the following:

- The change in CPI since the last Board-approved rent increase for the Park;
- The length of time since the Board last approved a rent increase for the Park;
- Capital improvement expenditures incurred in 2021;
- The increase in property taxes following the sale of the land in 2018;
- · The recent increase in water costs; and
- A September 2020 appraisal that supports a market space rent value of \$1,270.00 per month.

The 24 spaces for which the Applicant is <u>not</u> requesting a rent increase include the following three types of spaces:

- 14 spaces that are subject to leases longer than 12 months ("long-term leases");
- 9 spaces that are rent-controlled but already have rents at or above \$890.00; and
- 1 space that is rent-controlled but occupied by a park-owned mobilehome (Space 68).

Pursuant to California Civil Code Section 798.17, households subject to a long-term lease are not subject to the Ordinance if the lease was executed prior to February 13, 2020, and has not yet expired. According to the Applicant, the households occupying the 14 spaces shown in Table 1 executed long-term leases prior to February 2013, 2020 that have not yet expired. Thus, the Applicant believes that these 14 spaces are exempt from the Ordinance.

Table 1: 14 Spaces Subject to Long-Term Leases Executed Prior to February 13, 2020

	Rent as of	Date of Execution of	Date of Expiration of
Space	8/11/2023 ¹	Long-Term Lease ²	Long-Term Lease ¹
5	\$852.14	12/1/2019	11/30/2024
18	\$958.18	6/3/2019	5/31/2024
54	\$955.29	2/7/2020	1/31/2025
59	\$800.41	8/1/2019	7/31/2024
64	\$787.91	8/1/2019	7/31/2024
74	\$787.91	9/1/2019	8/31/2024
81	\$865.73	1/1/2019	12/31/2024
82	\$871.25	5/1/2019	4/30/2024
90	\$955.29	2/1/2020	1/31/2025
94	\$838.63	12/1/2019	11/30/2024
111	\$914.76	9/12/2019	9/11/2024
119	\$847.18	1/1/2020	12/31/2025
120	\$915.04	10/24/2019	9/30/2024
127	\$858.33	5/1/2019	4/30/2024

¹ Source: Application

Table 2 shows the nine spaces that are subject to the Ordinance that already have rents of \$890.00 or more.

² Source: Park's Mobilehome Park Annual Rent Control Survey submitted to the City for the July 1, 2021 through June 30, 2022 period

Table 2: Nine Spaces Subject to Ordinance with Rents of \$890 or More

	Rent as of
Space	8/28/2023 ¹
2	\$890.00
15	\$890.00
29	\$890.00
39	\$950.00
67	\$950.00
88	\$890.00
108	\$961.20
113	\$935.75
123	\$890.00

¹ Source: Application

TIMELINE OF APPLICATION

Initially, the Applicant submitted a short-form application to the City in 2021. However, City staff ultimately determined that the Applicant was not eligible for the short-form application process, because rents for several spaces in the Park had been increased beyond the allowable 8% following in-place transfers. As stated above, Section 12(M) of the Guidelines states that a park owner agrees to not use the short-form application process for five years if the Board determines that the park owner increased space rent beyond 8% upon the closure of an in-place transfer. This disallowance prompted the Applicant to file a long-form application.

The Applicant first filed the long-form application on September 17, 2021. The length of time from the submission of the Original Application on September 17, 2021 to the Board hearing on the Application on November 1, 2023 was 2 years and 45 days, or 775 days. Exhibit A shows a detailed breakdown of the 775 days, based on RSG's records. In the 775-day period, RSG issued 10 letters deeming the materials submitted by the Applicant incomplete ("Incomplete Letters") and the Applicant submitted a revised application five times. Table 3 summarizes the issues noted in each of the 10 Incomplete Letters.

Table 3: Issues Noted in Letters Deeming Application Incomplete

Incomplete					
Letter#	Date	Primary Issues Noted			
		Insufficient documentation of increase in water costs; additional information needed			
1	10/14/2021	about capital improvement expenditures and property tax expenses			
		Water expenses reported by the Applicant were overstated due to including costs for			
2	11/18/2021	both Eastwood Meadows and Mobile Park West			
	2	/18/2022: APPLICANT SUBMITS REVISED APPLICATION #1			
		Year-end financial statements and invoice and proof of payment for each reported			
		expenses needed for the base year (2017) and the final year of RSG's analysis (2020			
3	5/25/2022	or 2021)			
		Invoice and proof of payment needed for each 2017 and 2021 expense in 10 specified			
		expense categories in which expenses (1) increased more than inflation between 2017			
		and 2021 and (2) increased more than \$5,000 between 2017 and 2021 (this request			
		superseded the request in Incomplete Letter #4 for an invoice and proof of payment for			
4	6/9/2022	all base year and current year expenses)			
		Several discrepancies between the total expenses reported on the 2017 and 2021 year-			
5	7/22/2022	end financial statements and the invoices provided			
		Additional information needed about the 2017 and 2021 utility income and expenses and			
6	9/16/2022	capital improvement expenses; duplicate expenses			
	11/18/2022: RSG DEEMS REVISED APPLICATION #1 COMPLETE				
		5/2022: APPLICANT WITHDRAWS REVISED APPLICATION #1			
1/9/2023: APPLICANT SUBMITS REVISED APPLICATION #2					
		Reimbursements were owed to five households that the Applicant had stated were			
		exempt from rent control that were subject to rent control due to executing their long-			
7		term leases after 2/13/2020			
		2/3/2023: APPLICANT SUBMITS REVISED APPLICATION #3			
		Discrepancies between information provided in the Application and the 2022			
8	3/24/2023	Mobilehome Park Annual Rent Control Survey provided for the Park			
		Final corrections needed to the Application to prepare it for public viewing (e.g.,			
		correction of park owner name, completion of blank sections, final versions of 2017 and			
9		2021 year-end financial statements)			
	7	/24/2023: APPLICANT SUBMITS REVISED APPLICATION #4			
		Additional corrections needed to the Application to prepare it for public viewing (e.g.,			
		corrections to the total property tax and water expenses reported; corrected 2021 year-			
10	8/7/2023	end financial statements)			
		/28/2023: APPLICANT SUBMITS REVISED APPLICATION #5			
8/28/2023: RSG DEEMS REVISED APPLICATION #5 COMPLETE					

Note that, on November 18, 2022, RSG notified the Applicant that the first revised version of the application ("Revised Application #1") was deemed complete. On November 23, 2022, RSG notified the Applicant that a Board hearing on the application was tentatively scheduled for January 11, 2023. The City then notified residents in a letter dated December 8, 2022 that (1) the application had been deemed complete, (2) a resident meeting was scheduled on December 19,

2022, (3) written comments were due from residents by January 7, 2023, and (4) 86 spaces in the Park would be impacted by the Applicant's request for a rent increase of up to \$200.00. However, as RSG was preparing our memo in advance of the January 11, 2023 hearing, we noticed inconsistencies in Revised Application #1 about the number of spaces affected by the proposed rent increase and the number of long-term leases exempt from the City's Ordinance. On December 6, 2022, RSG contacted the Applicant about these inconsistencies, which ultimately led to the Applicant withdrawing Revised Application #1 on December 15, 2022, and submitting additional revisions. The City notified residents in a letter dated December 15, 2022 of the withdrawal and the cancellation of the December 19, 2022 resident meeting.

Pursuant to Section 29-104(e) of the Ordinance, the Board is required to hold a hearing on a long-form rent increase application within 60 days after the application is deemed complete. If the hearing is held past the 60-day deadline, the Board must approve a temporary rent increase to compensate the applicant for the delay. RSG deemed the final version of the Application complete on August 28, 2023. Thus, the 60-day deadline for the Board to hold a hearing is October 27, 2023. The City initially scheduled the hearing on October 25, 2023, which was before the deadline. However, the Applicant had a scheduling conflict on October 25, 2023, and requested via an email dated September 14, 2023, that the hearing be postponed to November 1, 2023. The City granted this request. Because the delay of hearing was due to the Applicant's request, RSG believes a temporary rent increase to compensate the Applicant for the delay is not needed.

ANALYSIS OF FACTORS FOR DETERMINING JUST, FAIR, AND REASONABLE RENT INCREASES

The following section details RSG's analysis of the 11 factors to be considered by the Board in determining just, fair, and reasonable rent increases, pursuant to Section 29-104(g) of the Ordinance.

Analysis of the 11 factors requires first determining a base year and current year for the purposes of the Application. Section 10(K) of the Guidelines states that, "in its evaluation of information submitted to support a rent increase application, the Board may consider information, facts and circumstances arising since the last application for a rent increase was deemed complete." Based on City records, the last rent increase application for the Park was deemed complete in April 2018. That application resulted in an increase approved by the Board on June 6, 2018, based on 75% of the change in the CPI between December 2015 and December 31, 2017. Thus, RSG considers 2017 to be the appropriate base year.

The final year of the analysis is typically the most recently completed calendar year as of the date when the application was submitted. The Original Application was submitted in 2021, which would result in a current year of 2020. However, in our March 25, 2022 letter deeming Revised Application #1 incomplete ("Incomplete Letter #3"), RSG provided the Applicant the option to update the base year to 2021. The Applicant provided RSG the back-up documentation for 2021 expenses, so RSG considers 2021 to be the appropriate current year.

Factor No. 1: Changes in the CPI for All Urban Consumers in San Diego Metropolitan Area published by the U.S. Bureau of Labor Statistics.

The CPI is the most widely used measure of inflation. As previously mentioned, the last rent increase application for the Park was a short-form application that resulted in an increase approved on June 6, 2018, based on 75% of the change in the CPI between December 31, 2015, and December 31, 2017. In calculating that rent increase, City staff utilized the CPI figure for the San Diego-Carlsbad Metropolitan Area (on a 1982-84 base) for the second half of 2017 (284.464) to reflect the CPI as of December 31, 2017. Accordingly, RSG used 284.464 as the base year CPI for the purposes of this Application.

For the current year CPI, RSG used the CPI figure for the San Diego-Carlsbad Metropolitan Area (on a 1982-84 base) for the second half of 2021 (325.241) to reflect the CPI as of December 31, 2021 (see Exhibit B for CPI data).¹

Based on the above information, the percent change in the CPI relevant to this Application is calculated as follows:

Current Year CPI (2021) = 325.241 Base Year CPI (2017) = 284.464 Difference in CPI = 40.777

Therefore:

40.777 (difference in CPI) x 100 14.335% (Percent change in the CPI) 284.464 (Base Year CPI)

Section 7 of the Guidelines states the following requirement for long-form rent increase applications: "the Board shall take into account no more than 60% of increases in the CPI which portion of the CPI shall include costs properly associated with the operation of a mobilehome park

¹ Note that RSG used the CPI figures for the second half of 2017 and the second half of 2021 rather than the full years of 2017 to 2021 to be consistent with the City's practices.

(such as property taxes, fuel, and utilities)." Accordingly, 60% of the 14.335% change in CPI between the base year CPI and current year CPI is **8.601%**.

Factor No. 2: The rent lawfully charged for comparable mobilehome spaces in the City of Escondido.

Based on information published on the City's website, the City has 19 mobilehome parks with rent-controlled spaces. Among the 19 parks, the average space rent for rent-controlled resident-owned mobilehomes at each park ranged from \$315.80 to \$843.30 as of July 1, 2021. Eastwood Meadows' average was \$591.37, which was the eighth highest of the 19 parks. In other words, 7 parks had a higher average rent, and 11 parks had a lower average rent.

Factor No. 3: The length of time since either the last hearing and final determination by the Board on a rent increase application or the last rent increase if no previous rent increase application has been made.

The Board last granted a rent increase to Eastwood Meadows at the Board's meeting on June 6, 2018, which is approximately 5 years and 5 months prior to the November 1, 2023 hearing on this Application.

Factor No. 4: The completion of any capital improvements or rehabilitation work related to the mobilehome space(s) specified in the rent increase application, and the cost thereof, including such items of cost, including materials, labor, construction interest, permit fees, and other items as the Board deems appropriate.

The 2021 Park expenses reported by the Applicant include \$199,430.00 of expenses incurred for asphalt resurfacing, sealing, and re-striping. RSG considers these expenditures to meet the definition of a capital improvement provided in Section 29-101 of the Ordinance. Pursuant to Section 29-104(h) of the Ordinance, RSG recommends that the Board exclude these expenses from the calculation of the permanent rent increase and approve a separate temporary rent increase that does not continue beyond the time necessary for reasonable amortization of the cost of those improvements, including interest. Later in this memo, RSG calculates the just, fair, and reasonable temporary rent increase warranted to reimburse the Applicant for these capital improvement expenses.

Factor No. 5: Changes in property taxes or other taxes related to the subject mobilehome park.

The land on which the Park is located was sold to new owners in September 2018, triggering property reassessment. As a result, the Park's property taxes increased significantly. As shown in Table 4, property taxes increased \$93,183 (or 508.1%) between 2017 and 2021. According to the Applicant, even though the Applicant leases the land on which the Park is located, the Applicant is responsible for all operations and expenses, including property taxes.

Table 4: Change in Property Taxes (2017 to 2021)

	2017	2021	Ch	ange (\$)	Change (%)
Property Taxes	\$ 18,340	\$ 111,523	\$	93,183	508.1%

Factor No. 6: Changes in the rent paid by the applicant for the lease of the land on which the subject mobilehome park is located.

As shown in Table 5, the land lease for the Park increased \$15,089 (or 14.0%) between 2017 and 2021.

Table 5: Change in Land Lease Payments (2017 to 2021)

	2017	2021	Change (\$)	Change (%)
Land Lease	\$ 107,433	\$ 122,522	\$ 15,089	14.0%

Factor No. 7: Changes in the utility charges for the subject mobilehome park paid by the applicant and the extent, if any, of reimbursement from the tenants.

Table 6 shows the changes in utilities paid for the Park between 2017 and 2021. The amounts shown are net of reimbursements from residents. Note that gas usage is shown as \$0 in 2017 and 2021, because the Applicant reported income from residents that exceeded expenses for both years. RSG considers it reasonable that the amount collected from residents for gas usage exceeds the amount of expenses billed by the gas company (although RSG cannot confirm whether the residents were charged the correct rates). As stated previously, SDG&E supplies natural gas to the Park. The CPUC, which regulates natural gas utility rates and services provided by SDG&E, allows rates to include a differential to be collected from Park residents that is to be used for system maintenance.

Also note that the cost of water in the Park has increased significantly between 2017 and 2021. As stated by the City's Interim Director of Utilities, prior to approximately five years ago, the Park's water meter was buried in a vault and was not able to be read for many years. During that period, the City assumed a conservative water usage for billing purposes. Approximately five years ago, City staff worked closely with Park management to raise the water meter above ground and replace it with a new meter. Since the new water meter was installed, it has become clear that the water usage assumed for billing purposes while the previous meter could not be read was significantly less than the actual water usage during that time. Thus, the Park was significantly underbilled for many years and has experienced in a significant increase in water bills now that the meter can be read.

Table 6: Change in Utility Costs Net of Resident Reimbursements (2017 to 2021)

	2017*	2021*	Ch	ange (\$)	Change (%)
Electricity (Common Areas)	\$ 27,395	\$ 4,883	\$	(22,512)	-82.2%
Sewer (Common Areas)	\$ 1,167	\$ 1,821	\$	654	56.1%
Gas	\$ -	\$ -	\$	-	-
Water	\$ 16,782	\$ 67,519	\$	50,737	302.3%
Trash Collection	\$ 9,217	\$ 3,450	\$	(5,767)	-62.6%

^{*}Amounts shown are <u>net</u> of reimbursement from residents.

Factor No. 8: Changes in reasonable operating and maintenance expenses.

As shown as Table 7, operating expenses increased a total of \$114,339 (or 24.1%) between 2017 and 2021. It should be noted that property taxes, land lease payments, and utility costs (which have just been reviewed above) are again included in these figures for comparison purposes to show the total increases and decreases in Park operating expenses by expense category.

Table 7: Change in Park Operating Expenses (2017 to 2021)

			Change (\$)	Change (%)
	<u>2017*</u>	<u>2021*</u>	2017 to 2021	2017 to 2021
Property Management	\$42,187	\$51,964	\$9,777	23.2%
On-site Management	\$102,024	\$64,461	(\$37,563)	-36.8%
Gas	\$0	\$0	\$0	-
Electric (Common Area)	\$27,395	\$4,883	(\$22,512)	-82.2%
Cable TV	\$536	\$1,959	\$1,423	265.4%
Water	\$16,782	\$67,519	\$50,737	302.3%
Sewer	\$1,167	\$1,821	\$654	56.1%
Trash	\$9,217	\$3,450	(\$5,767)	-62.6%
Grounds & Landscaping	\$24,218	\$55,674	\$31,456	129.9%
Buildings - General	\$16,953	\$7,929	(\$9,024)	-53.2%
Pool/Jacuzzi	\$7,475	\$10,635	\$3,160	42.3%
Utilities Repair	\$19,154	\$6,088	(\$13,066)	-68.2%
Streets & Driveways	\$28,616	\$16,229	(\$12,388)	-43.3%
Vehicle Repair & Maintenance	\$5,207	\$4,387	(\$820)	-15.7%
Business Licenses/Permits	\$2,928	\$2,869	(\$59)	-2.0%
Legal Expenses	\$397	\$50	(\$347)	-87.4%
Accounting, Data Processing & CPA	\$20,732	\$25,906	\$5,174	25.0%
Rent Control Fees	\$0	\$7,800	\$7,800	-
Security Guard Service	\$5,940	\$8,460	\$2,520	42.4%
Land Lease	\$107,433	\$122,522	\$15,089	14.0%
Depreciation	\$0	\$0	\$0	-
Real & Personal Property Taxes	\$18,340	\$111,658	\$93,318	508.8%
Franchise Tax Board	\$800	\$800	\$0	0.0%
Property & General Liability Insurance	\$8,933	\$9,325	\$392	4.4%
Miscellaneous	\$8,207	\$2,591	(\$5,615)	-68.4%
TOTAL	\$474,641	\$588,981	\$114,339	24.1%

*Yellow highlighting denotes that RSG disallowed or amended some expenses in the category. See Exhibit C for details.

The major expense <u>increases</u> (above \$10,000) were in the following four categories: property taxes, water, grounds and landscaping, and land lease payments. The major expense <u>decreases</u> (above \$10,000) were in the following four categories: on-site management, electricity for common areas, utilities repair, and street and driveway maintenance.

Per RSG's request, the Applicant provided 2017 and 2021 year-end financial statements, as well as an invoice for all expense categories that (1) increased more than the rate of inflation between 2017 and 2021 and (2) increased more than \$5,000 between 2017 and 2021. Please refer to Exhibit C for a list of adjustments RSG made to the expense amounts reported by the Applicant

based on our review of the year-end financial statements and invoices provided. Note that the 2017 and 2021 year-end financial statements are provided in Exhibit 4 to the Application.

Factor No. 9: The need for repairs caused by circumstances other than ordinary wear and tear.

To RSG's knowledge, no repairs were caused by circumstances other than ordinary wear and tear.

Factor No. 10: The amount and quality of services provided by the applicant to the affected tenant.

Pursuant to Section 1 of the Guidelines, the City's Code Compliance Division must inspect the common areas of the park and submit a report concerning the condition of the facilities prior to the Board hearing on the Application. The report includes a summary of any past violations and corrective actions. This report is provided as an attachment to the staff report for the Board hearing on the Application.

Factor No. 11: Any existing written lease lawfully entered into between the applicant and the affected tenant.

To RSG's knowledge, there are no issues related to leases between the Applicant and the residents of the 105 rent-controlled spaces.

Additional Factors: Change in rental income.

Section 29-104(g) permits the Board to consider "any other factors it considers relevant" in addition to the above 11 factors. The additional factor that RSG has considered relevant in our analysis is the increase in rental income between 2017 and 2021. As shown in Table 8, Park rent increase increased \$112,763 (or 12.7%) between 2017 and 2021, thus offsetting 98.6% of the increase in operating expenses during that period.

Table 8: Change in Park Rental Income (2017 to 2021)

	2017	2021	Ch	ange (\$)	Change (%)
Rental Income	\$ 885,091	\$ 997,854	\$	112,763	12.7%

METHODOLOGY FOR CALCULATING JUST, FAIR, AND REASONABLE RENT INCREASES FOR LONG-FORM RENT INCREASE APPLICATIONS

For several previous long-form rent increase applications, the City retained Dr. Kenneth Baar to provide an expert analysis of each application pursuant to the criteria set forth in the Ordinance. To calculate the just, fair, and reasonable rent increases for each of those applications, Dr. Baar used the Maintenance of Net Operating Income ("MNOI") methodology. In his report for the last long-form application processed by the City for the Sundance Mobilehome Park in 2016, Dr. Baar stated the following about the MNOI methodology: "Since the mid-1990's, the Escondido Rent Board has usually used an MNOI standard in order to determine allowable rents and the courts have upheld the use of this type of standard. Under the MNOI standard, park owners have a right to rent increases that cover operating cost increases and provide growth in net operating income indexed by an inflation factor." Additionally, Dr. Baar states, "While the Escondido ordinance does not set forth a specific fair return standard, the criteria set forth in the Escondido ordinance support the use of an MNOI standard. A prominent commonality among the criteria [...] is that they relate to increases in park operating expenses and inflation (the Consumer Price Index), factors which are central under the MNOI standard."

City staff requested that RSG continue the use of the MNOI methodology to calculate the just, fair, and reasonable rent increase for this Application. The MNOI methodology entails the following steps:

• STEP 1: Determine the net operating income ("NOI") in the base year ("Base Year NOI"). Typically, the NOI of a business is revenue less operating expenses. However, for the purpose of this Application, RSG calculates NOI as the Park's <u>rental</u> revenue minus the Park's operating expenses. RSG excludes from the calculation Park income other than rental revenue so that the change in the other income has no impact on the amount of the just, fair, and reasonable rent increase. This methodology prevents a decrease in late fees from resulting in a higher rent increase, for example. Thus, RSG calculates the Base Year NOI as rental income in the base year less operating expenses in the base year.



• STEP 2: Increase the Base Year NOI by the income from the last Board-approved rent increase to determine the Adjusted Base Year NOI. To ensure that the Applicant maintains the Park NOI achieved after the last rent increase that the Board determined to be just, fair, and reasonable, the Adjusted Base Year NOI is the sum of the Base Year NOI (from Step 1 above) and the income generated from the last Board-approved rent increase.



• STEP 3: Calculate the Fair Current Year NOI. The Fair Current Year NOI is the amount of NOI that the park owner would need to receive in the current year to maintain the NOI achieved after the last Board-approved rent increase, adjusted for 60% of inflation. The Fair Current Year NOI is equal to the Adjusted Base Year NOI (from Step 2 above) multiplied by the sum of 1 and 60% of the change in CPI between the base year and the current year, per Section 7 of the Guidelines.



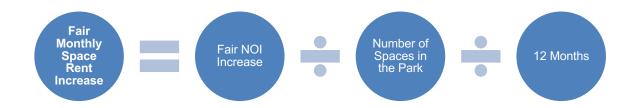
• STEP 4: Calculate the Actual Current Year NOI. The Actual Current Year NOI is equal to the rental income in the current year less operating expenses in the current year.



• STEP 5: Calculate the Fair NOI Increase. The Fair NOI Increase is the increase in the Actual Current Year NOI needed (if any) to achieve the Fair Current Year NOI from Step 3. It is a simple calculation of the Fair Current Year NOI (from Step 3 above) less the Actual Current Year NOI (from Step 4 above).



• STEP 6: Calculate the Fair Monthly Space Rent Increase. The Fair Monthly Space Rent Increase is the monthly rent increase amount per space warranted for the park (if any) to ensure the park owner receives the Fair Current Year NOI (from Step 3 above). It is calculated as the Fair NOI Increase (from Step 5 above) divided by the number of spaces in the park and 12 months.



RSG CALCULATION OF JUST, FAIR, AND REASONABLE PERMANENT RENT INCREASE

Based on the MNOI methodology outlined above, RSG calculates a just, fair, and reasonable permanent rent increase of \$34.48. RSG's calculation is as follows:

Step 1: Determine the Base Year NOI

As previously mentioned, RSG considers the appropriate base year for this Application to be 2017, because the last rent increase approved for the Park in 2018 was based on the change in CPI through December 2017. As shown in Table 9, RSG calculates a Base Year NOI of \$410,449.68. Note that Table 7 above shows the breakdown of the 2017 operating expenses.

Table 9: Calculation of Base Year NOI

2017 Rental Income	\$ 885,091.00
2017 Operating Expenses	\$ (474,641.32)
Base Year NOI	\$ 410,449.68

Step 2: Determine the Adjusted Base Year NOI

As shown in Table 10, RSG calculates an Adjusted Base Year NOI of \$425,638.80. Note that the calculation of the annual income generated from the last Board-approved rent increase is based on information in the staff report for the last rent increase approved for the Park in 2018. According to the staff report, the Board approved an average monthly rent increase of \$17.58 for 72 spaces in the Park (\$17.58 average monthly rent increase * 72 spaces * 12 months = \$15,189.12).

Table 10: Calculation of Adjusted Base Year NOI

Base Year NOI	\$410,449.68
Annual Income from 2018 Rent Increase	\$ 15,189.12
Adjusted 2017 Base Year NOI	\$425,638.80

Step 3: Calculate the Fair Current Year NOI

As detailed above in the section about the analysis of the 11 factors (see Factor No. 1), 60% of the change in CPI between 2017 and 2021 is 8.601%. Multiplying the \$425,638.80 Adjusted Base Year NOI (see Step 2) by the sum of 100% and 8.601% (or 1.08601) results in a Fair Current Year NOI of **\$462,247.99**.

Step 4: Calculate the Actual Current Year NOI

As previously mentioned, the current year for the purposes of this Application is 2021. As shown in Table 11, RSG calculates an Actual Current Year NOI of **\$408,873.34**. Note that Table 7 above shows the breakdown of the 2021 operating expenses.

Table 11: Calculation of Actual Current Year NOI

2021 Rental Income	\$ 997,854.04
2021 Operating Expenses	\$ (588,980.70)
Actual Current Year NOI	\$ 408,873.34

Step 5: Calculate the Fair NOI Increase

As shown in Table 12, RSG calculates a Fair NOI Increase of \$53,374.65 based on the difference between the Fair Current Year NOI (see Step 3) and the Actual Current Year NOI (see Step 4).

Table 12: Calculation of Fair NOI Increase

Fair Current Year NOI	\$ 462,247.99
Actual Current Year NOI	\$ (408,873.34)
Fair NOI Increase	\$ 53,374.65

Step 6: Calculate the Fair Monthly Space Rent Increase

RSG divided the Fair NOI Increase of \$53,374.65 (see Step 5) by the 129 spaces in the Park and 12 months to calculate a Fair Monthly Space Increase of \$34.48 per space per month. Table 13 summarizes all six steps of RSG's calculation of the just, fair, and reasonable permanent rent increase. Note that the calculation accounts for all 129 spaces in the Park even though the Applicant requested a rent increase for only 105 spaces. RSG's calculation is based on the equal distribution of the impact of the change in inflation and Park operating expenses among all spaces in a park, regardless of the number of spaces impacted by the Applicant's rent increase request, the number of spaces subject to the Ordinance, and the current rent of each space. The Applicant has chosen on their own accord not to increase the rents of 10 rent-controlled spaces. For the 14 spaces not subject to the Ordinance, the Applicant has the right to increase those rents via their lease agreements with each of those households.

Table 13: RSG's Calculation of Just, Fair, and Reasonable Permanent Rent Increase

Calculation of Adjusted Base Year NOI	
(A) Base Year NOI (2017):	\$410,449.68
(B) Income from Last Board-Approved Rent Increase (approved on June 6, 2018)	\$15,189.12
(C) Adjusted Base Year NOI (2017) (A + B)	\$425,638.80
Calculation of Fair Current Year NOI	
(D) Base Year CPI (2017 HALF2):	284.464
(E) Current Year CPI (2021 HALF2):	325.241
(F) % Change Between Base Year CPI (D) & Current Year CPI (E):	14.335%
(G) Percentage of CPI Attributed to Costs Related to Operation of Mobilehome Park	60.000%
(H) Adjusted % Change Between Base Year & Current Year CPI (F * G):	8.601%
(I) FAIR CURRENT YEAR NOI (C * (100% + H)):	\$462,247.99
Calculation of Fair NOI Increase	
(I) Fair Current Year NOI:	\$462,247.99
(J) Actual Current Year NOI:	\$408,873.34
(K) FAIR NOI INCREASE (I - J):	\$53,374.65
Fair Monthly Space Rent Increase	
(K) Fair NOI Increase:	\$53,374.65
(L) Number of Spaces in Park:	129
(M) Number of Months in Year:	12

RSG CALCULATION OF JUST, FAIR, AND REASONABLE TEMPORARY RENT INCREASE AS REIMBURSEMENT FOR CAPITAL IMPROVEMENT EXPENDITURES

In addition to a \$34.48 permanent rent increase, RSG determined that a temporary rent increase is warranted to reimburse the Applicant for \$199,430.00 of 2021 capital improvement expenditures related to asphalt resurfacing, sealing, and re-striping. Pursuant to Section 29-104(h) of the Ordinance and Section 8(b) of the Guidelines, any capital improvement expenditure must be amortized based on the expected life of the improvement based on standard depreciation tables used to determine tax deductions. Based on the U.S. Internal Revenue Service ("IRS") Publication 946, which details how to depreciate property for income tax purposes, RSG determined that an appropriate amortization period for road improvements is 15 years. Additionally, Section 29-104(h) of the Ordinance states that amortization of the cost of the improvement should include interest. RSG assumed that a reasonable interest rate to apply to the capital improvement expenditures in the Application would be the 30-year fixed interest rate on home mortgages as of the date of the submission of the Original Application on September 17, 2021, which was 2.86%².

The total amount of principal and interest owed on \$199,430.00 at 2.86% over 15 years is a total of \$245,490.96, or \$16,366.06 per year, which is equal to \$10.57 per space per month for 15 years. Note that the calculation accounts for all 129 spaces in the Park even though the Board has the authority to approve rent increases for only the 115 rent-controlled spaces. The Applicant has the right to recover the remaining reimbursable amount from the 14 spaces that are not subject to rent control via the lease agreements that the Applicant has with each of those households. Assuming the Applicant provides the required 90-day notice of this capital improvement rent increase on December 1, 2023, the capital improvement rent increase would be collected over the period of March 2024 to February 2039.

EXHIBITS

- A. Timeline of Application (Pages to A-1 to A-3)
- B. CPI & Freddie Mac Data Relevant to the Application (Pages B-1 to B-3)
- C. Report of 2017 and 2021 Expenses Removed or Amended by RSG (Pages C-1 to C-6)

² RSG used the interest rate published by the Federal Home Loan Mortgage Corporation ("Freddie Mac") in its Primary Mortgage Market Survey ("PMMS"). See Exhibit B for Freddie Mac data.

Exhibit A: Timeline of Application

		Days Since	
Date	Action	Previous Action	Notes
9/17/2021	City receives Original Application.	N/A	
			Primary issues noted: Insufficient documentation of increase in water costs; additional information needed about capital improvement expenditures and property tax
10/14/2021	City issues Incomplete Letter #1.	27	expenses
10/21/2021	Applicant responds to Incomplete Letter #1.	7	
11/18/2021	City issues Incomplete Letter #2.	28	Primary issues noted: Water expenses reported by the Applicant were overstated due to including costs for both Eastwood Meadows and Mobile Park West
2/18/2022	Applicant submits Revised Application #1.	92	In Revised Application #1, the Applicant reported significantly lower water expenses due to City staff pointing out that the Original Application included water expenses for both Eastwood Meadows and Mobile Park West.
2/24/2022	City retains RSG to review application.	6	
4/6/2022	Applicant submits payment to City for RSG fees.	41	
			The City staff lead for the Application transitioned from Belinda Rojas to Holly Nelson after Ms. Rojas' last day with the City on 4/6/2022. Primary issues noted: Year-end financial
			statements and invoice and proof of
			payment for each reported expenses
E/2E/2022	DSC inques Incomplete Letter #2	49	needed for the base year (2017) and the
5/25/2022	RSG issues Incomplete Letter #3. City, RSG, and Applicant representatives meet via Zoom to discuss Incomplete Letter #3. Following the Zoom meeting, the Applicant emailed the City and RSG year-end financial statements for 2017 to		final year of RSG's analysis (2020 or 2021)
6/1/2022	2021.	7	
			Incomplete Letter #4 superseded Incomplete Letter #3, based on the discussion in the 6/1/2022 Zoom meeting.
			Primary issues noted: Invoice and proof of payment for each 2017 and 2021 expense in 10 specified expense categories in which expenses (1) increased more than inflation between 2017 and 2021 and (2) increased
6/9/2022	RSG issues Incomplete Letter #4.	8	more than \$5,000 between 2017 and 2021
7/15/2022 7/22/2022	Applicant responds to Incomplete Letter #4. RSG issues Incomplete Letter #5.	36 7	Primary issues noted: Several discrepancies between the total expenses reported on the 2017 and 2021 year-end financial statements and the invoices provided
8/18/2022	Applicant responds to Incomplete Letter #5.	27	
9/16/2022	RSG issues Incomplete Letter #6.	29	Primary issues noted: Additional information needed about the 2017 and 2021 utility income and expenses and capital improvement expenses; duplicate expenses
01 1012022	prod bodos moompiete Letter #0.	23	Improvement expenses, auplicate expenses

			_
		Days Since	
Date	Action	Previous Action	Notes
10/19/2022	Applicant responds to Incomplete Letter #6.	33	
	RSG notifies Applicant that the application is now		
11/18/2022	complete.	30	
	RSG notifies Applicant that the hearing is tentatively		
11/23/2022	scheduled for 1/11/23.	5	
	RSG emails Applicant about discrepancies in		
	Application re: the number of spaces affected by		
	the proposed rent increase and the number of long-		
12/6/2022	term leases exempt from the City's Ordinance.	13	
	Applicant notifies RSG that they would like to		
	increase the number of spaces affected by the		
12/8/2022	proposed rent increase.	2	
	City notifies Applicant that revising the application		
	requires a new 30-day review period to deem the		
12/14/2022	application complete.	6	
	Applicant notifies City and RSG that they are		
	withdrawing Revised Application #1 and that a		
12/15/2022	revised application is forthcoming.	1	
			In Revised Application #2, the Applicant
			increases the number of spaces affected by
			the proposed increase from 81 to 95 and
			reduces the number of spaces subject to a
1/9/2023	Applicant submits Revised Application #2.	25	long-term lease from 43 to 24.
			Primary issues noted: Reimbursements
			were owed to five households that the
			Applicant had stated were exempt from rent
			control that were subject to rent control due
			to executing their long-term leases after
1/30/2023	RSG issues Incomplete Letter #7.	21	2/13/2020
	,		In Revised Application #3, the Applicant
			increases the number of spaces affected by
2/3/2023	Applicant submits Revised Application #3.	4	the proposed increase from 95 to 100.
	RSG emails Applicant clarifying questions about		
3/3/2023	Revised Application #3.	28	
3/6/2023	Applicant responds to RSG's clarifying questions.	3	
			Primary issues noted: Discrepancies
			between information provided in the
			Application and the 2022 Mobilehome Park
			Annual Rent Control Survey provided for the
3/24/2023	RSG issues Incomplete Letter #8.	18	Park
4/17/2023	Applicant responds to Incomplete Letter #8.	24	
	RSG emails Applicant clarifying questions about		
5/17/2023	their response to Incomplete Letter #8.	30	
5/18/2023	Applicant responds to RSG's clarifying questions.	1	
37.37.2020	Transfer de la constant de la consta		Primary issues noted: Final corrections
			needed to the Application to prepare it for
			public viewing (e.g., correction of park
			owner name, completion of blank sections,
			final versions of 2017 and 2021 year-end
6/14/2023	RSG issues Incomplete Letter #9.	27	financial statements)
5/ 1 -1 /2020	1100 loddod incomplete Letter #0.	<u> </u>	In Revised Application #4, the Applicant
			increases the number of spaces affected by
			the proposed increase from 100 to 104 and
			reduces the number of spaces subject to a
7/2//2022	Applicant submits Revised Application #4	40	
7/24/2023	Applicant submits Revised Application #4.	40	long-term lease from 24 to 15.

		Days Since	
Date	Action	Previous Action	Notes
			Primary issues noted: Additional corrections
			needed to the Application to prepare it for
			public viewing (e.g., corrections to the total
			property tax and water expenses reported;
			corrected 2021 year-end financial
8/7/2023	RSG issues Incomplete Letter #10.	14	statements)
	Applicant emails electronic version of Revised		
8/11/2023	Application #5 for City/RSG's preliminary review.	4	
	RSG emails Applicant about one minor correction		
	needed to Revised Application #5 and two additional		
8/18/2023	invoices needed.	7	
	Applicant emails updated electronic version of		
	Revised Application #5 for City/RSG's preliminary		
8/21/2023	review.	3	
	RSG notifies Applicant that electronic version of		
	Revised Application #5 needs no further		
8/24/2023	corrections.	3	
			In Revised Application #5, the Applicant
			increases the number of spaces affected by
			the proposed increase from 104 to 105 and
	Applicant submits hard copy of Revised Application		reduces the number of spaces subject to a
8/28/2023	#5.	4	long-term lease from 15 to 14.
	RSG notifies Applicant that the application is now		
8/28/2023	complete.	0	
			The 60-day deadline for the Board to hold a
			hearing was October 27, 2023. The City
			initially scheduled the hearing on October
			25, 2023, which was before the deadline.
			However, the Applicant had a scheduling
			conflict on October 25, 2023, and requested
			via an email dated September 14, 2023, that
			the hearing be postponed to November 1,
11/1/2023	Board holds hearing.	65	2023.
TOTAL		775	

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49ESA0
Not Seasonally Adjusted

Series Title: All items in San Diego-Carlsbad, CA, all urban

Area: San Diego-Carlsbad, CA

 Item:
 All items

 Base Period:
 1982-84=100

 Years:
 2013 to 2023

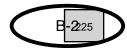
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013													260.317	258.955	261.679
2014													265.145	265.251	265.039
2015													269.436	267.346	271.526
2016													274.732	272.628	276.837
2017											285.961		283.012	281.561	284.464
2018	288.331		290.810		289.243		295.185		295.883		293.858		292.547	290.076	295.018
2019	295.761		297.226		300.303		299.333		301.033		301.520		299.433	298.147	300.718
2020	302.564		302.589		301.317		305.611		304.443		306.334		303.932	302.040	305.823
2021	307.688		315.035		317.141		323.906		324.138		326.422		319.761	314.282	325.241
2022	332.990		339.852		343.502		347.462		350.721		348.145		344.416	339.886	348.945
2023	354.453		358.026		361.339		362.412							358.515	

https://data.bls.gov/timeseries/CUURS49ESA0?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true



Attachment "5" PRIMARY MORTGAGE MARKET SURVEY® Summary page with all rate types - U.S. averages

	U.S.	30 yr	U.S.	15 yr	U.S.	5/1 ARM		30 yr FRM/
Week	30 yr FRM	fees & points	15 yr FRM	fees & points	5/1 ARM	fees & points	5/1 ARM margin	5/1 ARM spread
1/7/21	2.65	0.70	2.16	0.60	2.75	0.30	2.75	-0.10
1/14/21	2.79	0.70	2.23	0.70	3.12	0.40	2.75	-0.33
1/21/21	2.77	0.70	2.21	0.60	2.80	0.40	2.75	-0.03
1/28/21	2.73	0.70	2.20	0.60	2.80	0.30	2.75	-0.07
2/4/21	2.73	0.70	2.21	0.60	2.78	0.30	2.75	-0.05
2/11/21	2.73	0.70	2.19	0.60	2.79	0.20	2.75	-0.06
2/18/21	2.81	0.70	2.21	0.70	2.77	0.20	2.75	0.04
2/25/21	2.97	0.60	2.34	0.60	2.99	0.10	2.75	-0.02
3/4/21	3.02	0.60	2.34	0.70	2.73	0.30	2.75	0.29
3/11/21	3.05	0.60	2.38	0.60	2.77	0.30	2.75	0.28
3/18/21	3.09	0.70	2.40	0.70	2.79	0.30	2.75	0.30
3/25/21	3.17	0.70	2.45	0.60	2.84	0.20	2.75	0.33
4/1/21	3.18	0.70	2.45	0.60	2.84	0.30	2.75	0.34
4/8/21	3.13	0.70	2.42	0.60	2.92	0.10	2.75	0.21
4/15/21	3.04	0.70	2.35	0.70	2.80	0.40	2.75	0.24
4/22/21	2.97	0.70	2.29	0.60	2.83	0.30	2.75	0.14
4/29/21	2.98	0.70	2.31	0.70	2.64	0.30	2.75	0.34
5/6/21	2.96	0.60	2.30	0.60	2.70	0.30	2.75	0.26
5/13/21	2.94	0.70	2.26	0.60	2.59	0.30	2.75	0.35
5/20/21	3.00	0.60	2.29	0.70	2.59	0.30	2.75	0.41
5/27/21	2.95	0.70	2.27	0.60	2.59	0.20	2.75	0.36
6/3/21	2.99	0.60	2.27	0.60	2.64	0.20	2.75	0.35
6/10/21	2.96	0.70	2.23	0.60	2.55	0.20	2.75	0.41
6/17/21	2.93	0.70	2.24	0.60	2.52	0.30	2.75	0.41
6/24/21	3.02	0.70	2.34	0.70	2.53	0.30	2.75	0.49
7/1/21	2.98	0.60	2.26	0.70	2.54	0.30	2.75	0.44
7/8/21	2.90	0.60	2.20	0.70	2.52	0.20	2.75	0.38
7/15/21	2.88	0.70	2.22	0.60	2.47	0.30	2.75	0.41
7/22/21	2.78	0.70	2.12	0.70	2.49	0.40	2.75	0.29
7/29/21	2.80	0.70	2.10	0.70	2.45	0.30	2.75	0.35
8/5/21	2.77	0.60	2.10	0.60	2.40	0.40	2.75	0.37
8/12/21	2.87	0.70	2.15	0.70	2.44	0.30	2.75	0.43
8/19/21	2.86	0.70	2.16	0.60	2.43	0.30	2.75	0.43
8/26/21	2.87	0.60	2.17	0.60	2.42	0.20	2.75	0.45
9/2/21	2.87	0.60	2.18	0.60	2.43	0.30	2.75	0.44
9/9/21	2.88	0.70	2.19	0.60	2.42	0.30	2.75	0.46
9/16/21	2.86	0.70	2.12	0.60	2.51	0.10	2.75	0.35
9/23/21	2.88	0.70	2.15	0.60	2.43	0.30	2.75	0.45
9/30/21	3.01	0.70	2.28	0.60	2.48	0.30	2.75	0.53
10/7/21	2.99	0.70	2.23	0.70	2.52	0.30	2.75	0.47
10/14/21	3.05	0.70	2.30	0.70	2.55	0.20	2.75	0.50
10/21/21	3.09	0.70	2.33	0.70	2.54	0.30	2.75	0.55
10/28/21	3.14	0.70	2.37	0.70	2.56	0.30	2.75	0.58
11/4/21	3.09	0.70	2.35	0.60	2.54	0.30	2.75	0.55
11/10/21	2.98	0.70	2.27	0.60	2.53	0.40	2.75	0.45
11/18/21	3.10	0.70	2.39	0.60	2.49	0.30	2.75	0.61
11/24/21	3.10	0.70	2.42	0.70	2.47	0.30	2.75	0.63
12/2/21	3.11	0.60	2.39	0.60	2.49	0.30	2.75	0.62
12/9/21	3.10	0.70	2.38	0.70	2.45	0.30	2.75	0.65



12/16/21	3.12	0.60	2.34	Attachmer	nt "5 ^{2.45}	0.30	2.75	0.67
12/23/21								0.68
12/30/21	3.11	0.70	2.33	0.70	2.41	0.50	2.75	0.70

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Source: https://www.freddiemac.com/pmms

Item6.

Exhibit C: Explanation of RSG Adjustments to Expenses Included in Application

2017 EXPENSES

- 1. Gas. Decreased \$25,123.65. The Applicant reports \$25,123.65 of 2017 gas expenses, all of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. The Applicant states that Park residents are billed by the Park for gas based on their individual meter readings. For gas usage in 2017, the Applicant reported \$41,567.20 of income from residents, which exceeds the \$25,123.65 of expenses. Since the Applicant was already reimbursed by the Park residents for more than 100% of the 2017 gas expenses, RSG excludes 100% of the gas expenses from the rent increase calculation. Note that RSG considers it reasonable that the amount of income collected from residents for 2017 gas usage exceeds the amount of expenses billed by the gas company (although RSG cannot confirm whether the residents were charged the correct rates). San Diego Gas & Electric Company ("SDG&E") supplies natural gas to the Park. The California Public Utilities Commission ("CPUC"), which regulates natural gas utility rates and services provided by SDG&E, allows rates to include a differential to be collected from Park residents that are to be used for system maintenance.
- 2. <u>Gas System Repair.</u> <u>Decreased \$12,198.17.</u> The Applicant reports \$12,198.17 of 2017 gas system repair expenses, all of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. As stated in the previous bullet point, the amount of income collected from residents for 2017 gas usage exceeds the amount of expenses billed by the gas company. The differential is to be used for system maintenance, such as the \$12,198.17 of 2017 gas system repair expenses.
- 3. <u>Electricity. Decreased \$114,938.04.</u> The Applicant reports \$142,396.62 of 2017 electricity expenses, \$114,938.04 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. The Applicant states that Park residents are billed by the Park for electricity based on their individual meter readings. For electricity usage in 2017, the Applicant reported \$114,938.04 of income from residents and stated that the remaining expenses were electricity costs for common areas. RSG excluded from the rent increase calculation the \$114,938.04 of electricity expenses that was already reimbursed by the Park residents.
- 4. <u>Electricity. Decreased \$63.74.</u> While the Applicant reports \$142,396.62 of 2017 electricity expenses, RSG calculates that the expenses totaled \$142,332.88 (\$63.74 lower) based on the bills that the Applicant provided to RSG. RSG excluded from the rent increase calculation the unsubstantiated amount of \$63.74. The table below shows a breakdown of RSG's calculation of the \$142,332.88 total.

Billing Period/ Expense Description	Total Invoiced Amount	Percentage Allocated to Eastwood Meadows	Amount Allocated to Eastwood Meadows
December 6, 2016 to January 6, 2017	\$27,634.61	33.3%	\$9,211.54
Fee for Pre-arranged Outage	\$1,465.00	100.0%	\$1,465.00
January 6, 2017 to February 6, 2017	\$25,707.61	33.3%	\$8,569.20

February 6, 2017 to March 8, 2017	\$21,423.96	33.3%	\$7,141.32
March 8, 2017 to April 6, 2017	\$7,718.71	33.3%	\$2,572.90
April 6, 2017 to May 8, 2017	\$24,056.16	33.3%	\$8,018.72
May 8, 2017 to June 7, 2017	\$25,105.11	33.3%	\$8,368.37
Cost of New Meters	\$1,067.67	100.0%	\$1,067.67
June 7, 2017 to July 7, 2017	\$56,119.15	33.3%	\$18,706.38
July 7, 2017 to August 7, 2017	\$85,460.02	33.3%	\$28,486.67
August 7, 2017 to September 6, 2017	\$71,071.01	33.3%	\$23,690.34
September 6, 2017 to October 5, 2017	\$21,311.19	33.3%	\$7,103.73
October 5, 2017 to November 3, 2017	\$30,522.82	33.3%	\$10,174.27
November 3, 2017 to December 5, 2017	\$23,270.28	33.3%	\$7,756.76
TOTAL	\$421,933.30		\$142,332.88

- 5. Water. Decreased \$139.19. The Applicant reports \$16,921.16 of 2017 water expenses, \$139.19 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. The Applicant states that only a small number of Park residents had water meters in 2017 and were billed based on their individual meter readings. For the remaining Park residents (which were the majority), the cost of water was included in their base rent. For water usage in 2017, the Applicant reported \$139.19 of income from residents. RSG excluded from the rent increase calculation the \$139.19 of water expenses that was already reimbursed by Park residents.
- 6. <u>Sewer.</u> <u>Decreased \$33,696.45.</u> The Applicant reports \$34,863.42 of 2017 sewer expenses, \$33,696.45 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. For sewer in 2017, the Applicant reported \$33,696.45 of income from residents. RSG excluded from the rent increase calculation the \$33,696.45 of sewer expenses that was already reimbursed by the Park residents.
- 7. <u>Trash. Decreased \$22,420.74.</u> The Applicant reports \$31,840.53 of 2017 trash expenses, \$22,420.74 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted because the Applicant reported \$22,420.74 of income from residents for trash in 2017. RSG excluded from the rent increase calculation the \$22,420.74 of trash expenses that was already reimbursed by the Park residents.
- 8. <u>Trash. Decreased \$202.58.</u> RSG disallowed \$202.58 because the amount of 2017 trash expenses reported by the Applicant included two duplicate expenses in the amount of \$202.58, each related to a 2/28/2017 Escondido Disposal Inc. invoice.
- 9. <u>Depreciation.</u> <u>Decreased \$16,594.00.</u> RSG disallowed \$16,594.00 of depreciation based on the standard practice of excluding depreciation from calculations of just, fair, and

reasonable rent increases for mobilehome parks due to depreciation being a non-cash expense. The ordinances of some communities (City of Oceanside for example) expressly prohibit the inclusion of depreciation in calculations of just, fair, and reasonable rent increases for mobilehome parks.

TOTAL 2017 EXPENSES REPORTED BY APPLICANT:\$700,017.88TOTAL ADJUSTMENTS BY RSG:(\$225,376.56)TOTAL ADJUSTED 2017 EXPENSES PER RSG:\$474,641.32

2021 EXPENSES

1. <u>Gas. Decreased \$31,987.84.</u> The Applicant reports \$31,987.84 of 2021 gas expenses, all of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. The Applicant states that Park residents are billed by the Park for gas based on their individual meter readings. For gas usage in 2021, the Applicant reported \$57,858.88 of income from residents, which exceeds the \$31,987.84 of expenses. Since the Applicant was already reimbursed by the Park residents for more than 100% of the 2017 gas expenses, RSG excludes 100% of the gas expenses from the rent increase calculation. Note that RSG considers it reasonable that the amount of income collected from residents for 2021 gas usage exceeds the amount of expenses billed by the gas company (although RSG cannot confirm whether the residents were charged the correct rates). SDG&E supplies natural gas to the Park. The CPUC, which regulates natural gas utility rates and services provided by SDG&E, allows rates to include a differential to be collected from Park residents that are to be used for system maintenance.

RSG notes that we recategorized \$1,368.80 from the Water expense category to the Gas category (more details are provided under #4 below), which increases the total 2021 gas expenses to \$33,356.64. However, this increased amount is still less than the \$57,858.88 of income collected from residents for 2021 gas usage.

- 2. <u>Gas System Repair.</u> <u>Decreased \$1,481.07.</u> The Applicant reports \$1,481.07 of 2021 gas system repair expenses, all of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. As stated in the previous bullet point, the amount of income collected from residents for 2021 gas usage exceeds the amount of expenses billed by the gas company. The differential is to be used for system maintenance, such as the \$1,481.07 of 2021 gas system repair expenses.
- 3. <u>Electricity. Decreased \$155,312.91.</u> The Applicant reports \$177,027.99 of 2021 electricity expenses, \$155,312.91 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. The Applicant states that Park residents are billed by the Park for electricity based on their individual meter readings. For electricity usage in 2017, the Applicant reported \$155,312.91 of income from residents and stated that the remaining expenses were electricity costs for common areas. RSG excluded from the rent increase calculation the \$155,312.91 of electricity expenses that was already reimbursed by the Park residents.
- Electricity. Decreased \$16,832.39. While the Applicant reports \$177,027.99 of 2017 electricity expenses, RSG calculates that the expenses totaled \$160,195.60 (\$16,832.39 lower) based on the bills that the Applicant provided to RSG. RSG excluded from the rent

increase calculation the unsubstantiated amount of \$16,832.39. The table below shows a breakdown of RSG's calculation of the \$160,195.60 total.

Billing Period/ Expense Description	Total Invoiced Amount	Percentage Allocated to Eastwood Meadows	Amount Allocated to Eastwood Meadows
Dec 6, 2020 to Jan 6, 2021	\$40,050.03	33.3%	\$13,350.01
Jan 6, 2021 to Feb 4, 2021	\$34,152.94	33.3%	\$11,384.31
Feb 4, 2021 to Mar 8, 2021	\$39,430.19	33.3%	\$13,143.40
Mar 8, 2021 to Apr 9, 2021	\$38,781.06	33.3%	\$12,927.02
Apr 9, 2021 to May 7, 2021	\$35,643.06	33.3%	\$11,881.02
May 8, 2021 to June 8, 2021	\$40,769.02	33.3%	\$13,589.67
June 9, 2021 to Jul 8, 2021	\$58,092.80	33.3%	\$19,364.27
July 9, 2021 to Aug 7, 2021	\$50,574.81	33.3%	\$16,858.27
Aug 7, 2021 to Sep 7, 2021	\$48,157.90	33.3%	\$16,052.63
Sep 8, 2021 to Oct 6, 2021	\$58,854.42	33.3%	\$19,618.14
Oct 7, 2021 to Nov 5, 2021	\$36,080.57	33.3%	\$12,026.86
TOTAL	\$480,586.80		\$160,195.60

- 5. Water. Decreased \$5,755.99. The Applicant reports \$78,224.02 of 2021 water expenses, \$5,755.99 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted because of reimbursement already received from Park residents. The Applicant states that only a small number of Park residents had water meters in 2021 and were billed based on their individual meter readings. For the remaining Park residents (which were the majority), the cost of water was included in their base rent. For water usage in 2021, the Applicant reported \$5,755.99 of income from residents. RSG excluded from the rent increase calculation the \$5,755.99 of water expenses that was already reimbursed by Park residents.
- 6. Water. Decreased \$1,368.80. RSG recategorized \$1,368.80 from the Water expense category to the Gas category. The water expenses include a Pacific States Utility Company invoice dated 3/05/2021 for \$2,099.46, which includes \$1,152.00 for gas meters, \$613.92 for water meters, \$196.68 for shipping, and \$136.86 for sales taxes. RSG reclassified the gas meters expense of \$1,152.00 to the Gas expense category. RSG also split the shipping expense and sales taxes between the Water and Gas expense categories in proportion to the cost of the meters (35% for Water \$116.74; 65% for Gas \$216.80).

- 7. Water. Increased \$901.87. For the City of Escondido invoice due November 5, 2021, the Applicant categorized 29% of the \$3,109.89 of "Water Service" expenses (\$901.87) to the Eastwood Meadows Sewer expense category. RSG recategorized this expense to the Water expense category.
- 8. Water. Decreased \$4,481.79. RSG disallowed \$4,481.79 because the amount of 2021 water expenses reported by the Applicant included two duplicate expenses in the amount of \$4,481.79 each related to a 7/29/2021 and 8/30/2021 City of Escondido invoices.
- 9. <u>Sewer.</u> <u>Decreased \$58,215.14.</u> The Applicant reports \$64,578.62 of 2017 sewer expenses, \$58,215.14 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. For sewer in 2021, the Applicant reported \$58,215.14 of income from residents. RSG excluded from the rent increase calculation the \$58,215.14 of sewer expenses that was already reimbursed by the Park residents.
- 10. <u>Sewer. Decreased \$901.87.</u> For the City of Escondido invoice due November 5, 2021, the Applicant categorized 29% of the \$3,109.89 of "Water Service" expenses (\$901.87) to the Eastwood Meadows Sewer expense category. RSG recategorized this expense to the Water expense category.
- 11. <u>Sewer.</u> <u>Decreased \$3,640.48.</u> RSG disallowed \$3,640.48 because the amount of 2021 sewer expenses reported by the Applicant included two duplicate expenses in the amount of \$4,481.79 each related to a 7/29/2021 and 8/30/2021 City of Escondido invoices.
- 12. <u>Trash. Decreased \$34,386.66.</u> The Applicant reports \$37,837.04 of 2021 trash expenses, \$34,386.66 of which RSG disallows from the calculation of the just, fair, and reasonable rent increase warranted. For trash in 2021, the Applicant reported \$34,386.66 of income from residents. RSG excluded from the rent increase calculation the \$34,386.66 of trash expenses that was already reimbursed by the Park residents.
- 13. <u>Street Patching & Repairs.</u> <u>Decreased \$199,430.00.</u> The Applicant reports \$199,430.00 of 2021 street patching and repairs expenses, all of which RSG disallows from the calculation of the permanent just, fair, and reasonable rent increase warranted. The expenses are for asphalt replacement, sealcoating, and re-striping, which RSG considers to be capital improvement expenses. Section 29-101 of the City of Escondido's Mobilehome Rent Control Ordinance defines capital improvements as "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs." Pursuant to Section 29-104(h) of the Ordinance, RSG excluded these expenses from the calculation of the permanent rent increase and recommends that the Mobilehome Park Rental Review Board approve a separate temporary rent increase that does not continue beyond the time necessary for reasonable amortization of the cost of those improvements.
- 14. <u>Depreciation.</u> <u>Decreased \$34,472.00.</u> RSG disallowed \$34,472.00 of depreciation based on the standard practice of excluding depreciation from calculations of just, fair, and reasonable rent increases for mobilehome parks due to depreciation being a non-cash expense. The ordinances of some communities (City of Oceanside for example) expressly prohibit the inclusion of depreciation in calculations of just, fair, and reasonable rent increases for mobilehome parks.

TOTAL 2021 EXPENSES REPORTED BY APPLICANT: \$1,136,345.77

TOTAL ADJUSTMENTS BY RSG: (\$547,365.07)

TOTAL ADJUSTED 2021 EXPENSES PER RSG: \$588,980.70



DATE:

October 10, 2023

TO:

HONORABLE CHAIRMAN AND MEMBERS OF THE RENT

CONTROL BOARD

FROM:

MONICA PINAGLIA, CODE COMPLIANCE SUPERVISOR

SUBJECT:

EASTWOOD MEADOWS MHP- RENT CONTROL

Eastwood Meadows Mobile Home Park was inspected on October 10, 2023 with the lighting inspection conducted the prior evening. The code compliance inspection is required as part of the mobile home park's rent control application process. There were seven general park violations and no lighting violations found and noted in the attached inspection report.

The resident meeting was held on October 9, 2023 and was attended by sixty-nine residents, four park management staff, three city employees and one consultant. There were no code case issues brought forth in the resident meeting.

Cc: Christopher W. McKinney – Deputy City Manager

Danielle Lopez - Manager of the Housing and Neighborhood Services Division



October 10, 2023

MOBILEHOME PARK RENT CONTROL CODE ENFORCEMENT INSPECTION REPORT

Park Name:

Eastwood Meadows Mobile Home Park

C/O Manager Gisela Balderas

2550 E. Valley Parkway Escondido, CA. 92027

Park Owner:

Bessire & Casenhiser Inc.

C/o Mikhail Murray 430 S. Dimas Ave San Dimas CA 91773

Park Manager:

Gisela Balderas

Phone:

(760) 747-5437

Inspection Date:

10-10-2023

Inspector:

Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

- 1. There are overgrown tree branches encroaching into the roadway located at space numbers 38,57 & 66. 25 CCR 1608 (J)
- The fire hydrant located at space 36 does not have the required fire lane curb
 painting requirements. (ESC Fire Department Prevention Standards) and CVC
 Code 2500.1

Eastwood Meadows Mobile Home Park October 10, 2023 Rent Control Inspection Report Page 2

- 3. The fire lane in front of the club house does not have the required fire lane curb painting requirements. (ESC Fire Department Prevention Standards) and CVC Code 2500.1
- 4. The exit signs in the club house do not meet the minimum height requirement of 6'8 inches. CBC 1013 & 1003.3.1
- 5. There are portions of the park's exterior wood fence that are in disrepair located behind spaces 121, 122, 124 127 & 128. 25 CCR 1102(a);
- 6. There is a portion of block wall that is missing and is in disrepair located behind space 121. 25 CCR 1102(a);
- 7. There is a portion of fencing that is missing and is in disrepair located behind space 126. 25 CCR 1102(a);

Areas of the park requiring illumination per 25 CCR 1108:

(Lighting Inspection conducted the evening of 10-9-2023)

1. No lighting violations were found.

Item6.



Code Enforcement Division 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4650 Fax: 760-432-6819

October 23, 2023

Eastwood Meadows Mobile Home Park C/O Manager- Gisela Balderas 2550 E Valley Parkway Escondido CA 92027

Bessire & Casenhiser Inc. C/O Mikhail Murray 430 S. Dimas Ave San Dimas, CA 91773

Dear Sirs/Madams,

This notice is to formally advise you that the violations that were noted during the rent control inspection on October 10, 2023 have been corrected.

We appreciate having the parks cooperation during this process. Our mutual efforts are important in maintaining safe and healthy parks in our city. Please feel free to contact me if you have any questions.

Sincerely,

Monica Pinaglia

Code Compliance Manager

CC: Christopher W. McKinney – Deputy City Manager
Danielle Lopez – Housing & Neighborhood Services Manager



STAFF REPORT

November 1, 2023 File Number 0250-55

SUBJECT

TOW COMPANY APPEALS HEARING

DEPARTMENT

POLICE DEPARTMENT

RECOMMENDATION

Request the City Council approve Resolution Nos. 2023-138 and 2023-139 denying the appeals of Quality East County Inc./Quality Towing East Quality Towing ("Quality Towing") and Tow and Transport Inc./Roadway Towing & Recovery ("Roadway Towing") challenging their non-selection for a City towing contract.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

FISCAL ANALYSIS

No fiscal impact.

PREVIOUS ACTION

On June 21, 2023, the City Council adopted Resolution No. 2023-75 authorizing the Mayor to execute Police Tow Service contracts with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing, Inc. to provide police tow services for the City of Escondido.

BACKGROUND

Under contract with the City, local tow companies provide Police towing, impound and referral services. Police tows and impounds include towing of vehicles at the direction of the Police Department where the consent of the vehicle owner is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department. Referral tows include vehicles towed by the Police Department at the request of the vehicle owner. The previous contracts expired on June 30, 2023.

In April 2023, City staff requested proposals from local companies for a new contract to begin on July 1, 2023 (Attachment "1"). Proposals were due on May 11, 2023, and six companies responded to the City's



CITY of ESCONDIDO

STAFF REPORT

request, including Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; Johnathan's Towing, Inc.; Quality Towing; and Roadway Towing.

Quality East County, Inc. dba Quality Towing submitted their responsive application on May 8, 2023 (Attachment "2") and Tow & Transport Inc., dba Roadway Towing and Recovery submitted their responsive application on April 13, 2023 (Attachment "3"). Upon receipt of the responses, the Police Department established a multi-disciplinary inspection team represented by City personnel. This team conducted on-site inspections, financial record review, and evaluated submittals to determine compliance with the RFP documents. On-site inspections included evaluation of tow companies buildings and lots, and a review of vehicles listed against specific criteria listed in the RFP. All proposals were evaluated in strict accordance with the evaluation criteria set forth in the RFP.

Based on the inspections and review of the information submitted, the following companies entered into contracts with the City of Escondido:

- Al's Towing, Inc.
- A-Z Enterprises, Inc.
- Allied Gardens Towing, Inc.
- Johnathan's Towing, Inc.

The RFP include criteria and a points system to help the City select the tow companies best able to meet the services required by the City. The four selected vendors scored above 97 points. Quality Towing and Roadway scored 67 and 62 points respectively.

Escondido Municipal Code Chapter 27 provides the process to select towing companies. The municipal code authorizes the chief of police, when selecting a company or companies to provide towing services, to consider a company's proposed quality of service, potential income to the city, the length and nature of the applicant's experience, the applicant's financial responsibility, and any other factor which will safeguard the public interest. RFP No. 23-17 initiated the selection process for towing vendors effective July 1, 2023 and provided prospective vendors with information and requirements to enable the vendor to meet City standards. RFP responses deviating in any way from the requirements and submission formats may be declared non-responsive at the City's discretion. The RFP General Conditions read in part:

6. Inaccuracies or Misinterpretations: Subject to the City's sole discretion, the City may terminate a prospective vendor from the RFP process or terminate any agreement with the Prospective vendor if the City determines that said Prospective vendor has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.

9. Right to Reject Proposal.: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or combination of



CITY of ESCONDIDO

STAFF REPORT

items. The City is not obligated to explain or justify its selection or rejection of any Prospective vendor.

14. City Provisions to Prevail: The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful vendor shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

On June 22, 2023, the Escondido Police Chief wrote to the non-selected vendors and provided the inspection details (Attachments "5" and "6"). On June 28 and 29, 2023, both Quality Towing and Roadway appealed the decision. The appeal letters are attached to this Staff Report as Attachments "7" and "8".

Although the City's understanding that consideration of information provided after submission deadline is not appropriate, no new information provided contradicted the information obtained by the Chief of Police during the inspection and selection process. Quality Towing's June 28,2023, 110 page letter (Attachment "9") emphasized the many areas of compliance with City requirements but failed to address the lack of information or the facility shortfalls identified during the site inspection.

In his appeal, President of Roadway Towing, Frank Khati, has asked for an independent review of the inspection. The City's process does not provide for such a remedy. On the day of the City inspection, the Roadway Towing facility did not meet the City standards and Roadway Towing could not provide the inspectors with information required and listed in the RFP.

However, the Chief of Police individually interviewed each member of the inspection team and reviewed all available documents. Based on the evidence that was provided, the Escondido Chief of Police remains convinced that he selected the best four vendors, and the Quality Towing and Roadway Towing did not meet all of the City's objective and subjection evaluation criteria.

If approved by your action today, additional contracts will not be offered to Quality Towing or Roadway Towing.

RESOLUTIONS

- a. Resolution No. 2023-138
- Resolution No. 2023-139



CITY of ESCONDIDO

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ATTACHMENTS

- a. Attachment "1 Notice of Request for Proposals ("RFP") No. 232-17 Police Tow, Impound, and Referral Tow Services dated April 12, 2023.
 - a. EXHIBIT A to RFP No. 23-17 Police Tow, Impound, and Referral Tow Services, Sample Two Service Agreement [please combine with item a]
- b. Attachment "2" Quality East County, Inc. dba Quality Towing RFP Application dated May 8, 2023.
- c. Attachment "3" –Tow & Transport Inc., dba Roadway Towing and Recovery RFP Application dated April 13, 2023.
- d. Attachment "4" Mattia Law letter dated June 21, 2023, Re: Notice of Request for Proposals ("RFP") No. 23-17 Police Tow, Impound and Referral Tow Services on behalf of Quality East County, Inc. [Recommend link because of graphics and photos.
- e. Attachment "5" Escondido Police Chief letter to Quality East County Inc. dated June 22, 2023
- f. Attachment "6" Escondido Police Chief letter to Tow & Tow Transport dated June 22, 2023
- g. Attachment "7" Application to Appeal a Decision to the City Council, Applicant Quality East County Inc. dated June 28, 2023
- h. Attachment "8" Application to Appeal a Decision to the City Council, Applicant Frank Khati, dated June 27, 2023.
- Attachment "9" –Quality Towing, Quality East County, Inc, letter dated June 28, 2023 re Appeal Letter RFP No. 23-17 _ Police Tow, Impound, and Referral Tow Services dated June 28, 2023

RESOLUTION NO. 2023-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING THE APPEAL OF QUALITY EAST COUNTY INC./QUALITY TOWING

WHEREAS, Escondido Municipal Code Chapter 27, Towing Services, provides a process for the Escondido Police Department to provide a fair and impartial means of selecting towing companies to provide such services to the police department; and

WHEREAS, Escondido Municipal Code Section 27-3 gives the Escondido Police Chief the discretion to select a company or companies to provide towing service; and

WHEREAS, on April 12, 2023, the City of Escondido released Request For Proposal ("RFP") No. 23-17 asking for qualified vendors to submit proposals to provide police tow, impound, and referral tow services for the City of Escondido; and

WHEREAS, RFP No. 23-17 included a sample towing contract with 25 pages of subjective and objective standards for potential vendors to meet, and evaluation criteria to help the City select tow companies that will be able to meet or exceed the services required by the City; and

WHEREAS, RFP No. 23-17 includes a City reservation of the right to accept or reject any and all proposals and the City has sole discretion to terminate a vendor from the process if it made a misstatement, misrepresentation, or inaccurate information occurs; and

WHEREAS, the City of Escondido received six timely submissions in response to RFP No. 23-17 by the May 11, 2023 deadline; and

WHEREAS, the Escondido Police Department conducted site inspections at each facility and evaluated each proposal based on the criteria listed in the RFP No. 23-17; and

WHEREAS, using the criteria in the RFP the Escondido Police Chief selected the following four vendors: A-Z Enterprises, Inc., Allied Gardens Towing, Al's Towing, and Johnathan's Towing; and

WHEREAS, the Escondido City Council authorized four tow contracts for vendors recommended by the Escondido Chief of Police on June 21, 2023; and

WHEREAS, Quality East County Inc. / Quality Towing filed a timely appeal of the contract decision with the City Clerk on June 28, 2023; and

WHEREAS, the City Council has reviewed the Escondido Police Department's reasons for non-selection of Quality East County Inc./Quality Towing, the administrative record, the appellant's evidence, and the testimony presented, and finds that the Escondido Chief of Police complied with Escondido Municipal Code Section 27-3 and did not abuse his discretion when he did not select Quality East County Inc./Quality Towing to provide towing services.

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

- 1. That the above recitations are true.
- 2. That the City Council denies the Quality East County Inc./Quality Towing appeal.

RESOLUTION NO. 2023-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING THE APPEAL OF TOW AND TRANSPORT, INC./ ROADWAY TOWING

WHEREAS, Escondido Municipal Code Chapter 27, Towing Services, provides a process for the Escondido Police Department to provide a fair and impartial means of selecting towing companies to provide such services to the police department; and

WHEREAS, Escondido Municipal Code Section 27-3 gives the Escondido Police Chief the discretion to select a company or companies to provide towing services; and

WHEREAS, on April 12, 2023, the City of Escondido released Request For Proposal ("RFP") No. 23-17 asking for qualified vendors to submit proposals to provide police tow, impound, and referral tow services for the City of Escondido; and

WHEREAS, RFP No. 23-17 included a sample towing contract with 25 pages of subjective and objective standards for potential vendors to meet, and evaluation criteria to help the City select tow companies that will be able to meet or exceed the services required by the City; and

WHEREAS, RFP No. 23-17 includes a City reservation of the right to accept or reject any and all proposals and the City has sole discretion to terminate a vendor from the process if it made a misstatement, misrepresentation, or inaccurate information occurs; and

WHEREAS, the City of Escondido received six timely submissions in response to RFP No. 23-17 by the May 11, 2023 deadline; and

WHEREAS, the Escondido Police Department conducted site inspections at each facility and evaluated each proposal based on the criteria listed in the RFP No. 23-17; and

WHEREAS, using the criteria in the RFP, the Escondido Police Chief selected the following four vendors: A-Z Enterprises, Inc., Allied Gardens Towing, Al's Towing, and Johnathan's Towing; and

WHEREAS, the Escondido City Council authorized four tow contracts for vendors recommended by the Escondido Chief of Police on June 21, 2023; and

WHEREAS, Frank Khati for filed a timely appeal of the contract decision for Tow And Transport, Inc./Roadway Towing with the City Clerk on June 29, 2023; and

WHEREAS, the City Council has reviewed the Escondido Police Department's reasons for non-selection of Tow And Transport, Inc./Roadway Towing and the administrative record and the testimony presented, and find that the Escondido Chief of Police complied with Escondido Municipal Code Section 27-3 and did not abuse his discretion when he did not select Tow And Transport, Inc./Roadway Towing to provide towing services.

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

- 1. That the above recitations are true.
- 2. That the City Council denies the Tow And Transport, Inc./Roadway Towing appeal.



Edward Varso Chief of Police 1163 N. Centre City Parkway Escondido, CA 92026 Phone: 760-839-4721 Fax: 760-745-3432

REQUEST FOR PROPOSALS

April 12, 2023

RE: Notice of Request for Proposals ("RFP") No. 23-17 – Police Tow, Impound, and Referral Tow Services

Notice is hereby given that the City of Escondido a California municipal corporation ("City") is seeking proposals from qualified vendors to provide police tow, impound, and referral tow services for the City on a rotational basis.

Prospective vendors shall provide one original and five copies of the proposal for the evaluation team to review **no later than 2 p.m. on May 11, 2023** (Submission Deadline). **Any proposals received after the Submission Deadline will not be accepted and will be returned unopened to the bidder**. There will be no public opening of the proposals. Proposal should be treated as confidential until contract is awarded or recommended for award. Proposals shall be submitted in a sealed envelope or package clearly addressed as follows:

City Clerk
Attn: SEALED PROPOSAL No.23-17- Police Tow, Impound, and Referral Tow Services
201 N. Broadway
Escondido, CA 92025

Questions concerning this RFP must be submitted solely via email to Barbara MarLett, Project Manager at bmarlett@escondido.org no later than 2 p.m. on April 21, 2023 ("Questions Deadline"). Emails concerning this RFP should state the following in the subject line: b "RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services." Any questions or comments received after the Questions Deadline will be disregarded. Any communication regarding or relating to this RFP with any City employee or official other than Barbara MarLett is strictly prohibited. A summary of questions from prospective bidders and City responses will be posted on the City's website at www.escondido.org by 2 p.m. on April 27, 2023.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to accept or reject any or all proposals for any reason it deems necessary and to waive defects or irregularities in any proposal at its sole discretion. This Request for Proposal does not commit the City of Escondido to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Edward Varso Chief of Police

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City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 2

Introduction

The City is seeking proposals from qualified vendors to provide police tow, impound, and referral tow services for the City on a rotational basis. The services shall be performed in accordance with the Draft Tow Services Agreement, which is attached to this RFP as **Exhibit A** and incorporated herein by this reference. The City is seeking a three-year contract, beginning July 1, 2023 and ending June 30, 2026. Upon satisfactory performance by the vendor and mutual agreement by both parties, the City shall have the option to extend the initial three-year term for two additional one-year periods.

Background

The City of Escondido encompasses 36.53 square miles and has a population of approximately 151,000 residents. Incorporated in 1888, Escondido is a full-service city that employs the council/manager form of government. Escondido is located in northeastern San Diego County. Escondido is widely recognized as a leader for its community programs, financial management and economic development. Escondido is rich in cultural, economic and geographic diversity. Currently, the Police Department initiates approximately 2,800 police tows and impounds per fiscal year and approximately 800 referral tows per fiscal year.

The City shall evaluate only those responses to this RFP that precisely conform to each of the requirements and submission formats described herein. Responses deviating in any way from the requirements and submission formats may be declared non-responsive at the City's discretion.

Estimated RFP Schedule

The following timeline is the City's best estimate for the RFP process and is not binding on the City.

RFP Released April 12, 2023

Questions Deadline April 21, 2023

City Answers Posted April 27, 2023

Submission Deadline May 11, 2023

Site Inspections May 22-26, 2023

Contract Approval by City Council June 21, 2023

City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 3

Scope of Work

See the Scope of Work included in Exhibit A for further information regarding the services.

Site Inspections of Towing Facilities

Prior to contract award, the City will conduct on-site inspections of each bidder's business facilities.

Proposal Format

Proposals shall be typed or word-processed and shall meet the following submission criteria:

- Font or type-face of not less than 11 points;
- Bound only by staples; and
- Submitted under the signature of an individual authorized to bind the performance of the applicant.

Proposal Content

Proposals must clearly and concisely state the following information, in order as listed below:

Cover Letter:

A cover letter introducing the company and the individual who will be the contact person. This letter shall briefly state the vendor's understanding of the work to be performed, and a description of how the company is qualified to perform this contract. The statement shall also confirm the vendor's understanding and agreement with no exceptions to the standards of conduct and operation including, but not limited to "referral tows", "on-demand tows", "Police Tows", "Impounds", and other provisions as defined in the Draft Tow Services Agreement in "Exhibit A"

Vendor Background and Experience:

- Describe your company's experience in providing the type of services within the past three
 years that are similar to the Scope of Services delineated in this RFP. The Tow Company
 responding to this RFP must clearly demonstrate that it has been a corporation in good
 standing and has been in the towing and impound business for at least three years and has
 record keeping systems in place, proper vehicle storage capacity and the required equipment
 consistent with contract requirements;
- 2. Company name, address, local phone number and storage (tow yard) physical location;
- 3. A brief company/corporate history:
- 4. Type of business (i.e., corporation, partnership, etc.);
- 5. Applicable corporate, partnership and/or shareholders' agreements including any amendments thereto and any other documents and/or state filings, that relate to the existence, good standing and ownership of the business described in number (1) above;
- 6. Name and phone numbers of three corporate or agency references that can attest to the quality of services provided by the company; and
- 7. Single local point-of-contact in authority for all issues, such as complaints, contract issues, etc., related to the provision of towing and impound services for the City. A list of each public and private agency your company currently contracts with to provide similar services, including a contact person for reference

Financial Stability:

- 1. A copy of quarterly financial statements and cash flow statements (audited if available) for the company for the past two years.
- Pending litigations in which the business or its owners is/are a plaintiff or defendant;
- 3. A list of any active claims against any other public entity in San Diego County; and
- 4. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.

City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 4

Project Plan:

- 1. Describe the company's approach to fulfill the Scope of Work as defined herein and requirements of Exhibit A;
- 2. Describe the company's policies and procedures for proper towing and impounding services;
- 3. Describe the company's standards for quality service; and
- 4. Describe the company's policies and procedures for handling complaints from the public. Provide the number of complaints received from the public during the last year.

Facilities and Equipment:

- 1. Provide a list and a short description of the equipment proposed to be used in the performance of services including, but not limited to vehicles and radio equipment;
- 2. Describe the company's storage facilities to be utilized in the performance of services; and
- 3. Provide detailed description of the facilities' security.

Certification Form:

A representative with authority to bind the company shall sign and return the Authorized Company Representative Certification Form, which is attached to this RFP as **Exhibit B** and incorporated herein by this reference.

Other Information:

Additional information or data exceeding the minimum qualifications that the respondent would like the City to consider should be communicated at the end of the proposal.

Proposal Submission Fee

A fee of \$2,500 must accompany the proposal made payable to the City of Escondido. If a Tow Company is awarded a contract for a position on the Police Rotation, the fee will be applied to the first payment required under the contract resulting from this RFP. If a Tow Company's proposal does not result in the award of a contract, the fee will be refunded in full within 45 days following the City's notice of decision not to award the contract. In calculating this fee, the City has determined Tow Companies that are awarded contracts on the Police Rotation will bear the expense of all investigations and evaluations that occur during the RFP process.

Evaluation Process

Proposals will be screened and evaluated by an Evaluation Team established by the Chief of Police to determine a firm's ability to meet or exceed the services required by the City. The evaluation process will include review of the proposal and site visits by the Escondido Police Departments Evaluation Team. Final recommendations from the Police Department will be subject to approval by the City Manager and City Council.

Each proposal and site inspection will be evaluated on a "complies/does not comply" basis to all the requirements contained in this RFP and its accompanying exhibits, attachments, or other documents described or incorporated herein

City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 5

The evaluation process is intended to help the City select Tow Companies that will be able to meet or exceed the services required by the City. Other relevant criteria that may contribute to the selection process include but are not limited to the following:

Criteria	Points
Company's past performance including, but not limited to the following: City's past experience with Company's contract performance; Prior responsiveness to the Police Department and community concerns; Customer service and quality control standards; Company's code violations including, but not limited to moving violations known to City's Police Department; Other agency references for the Applicant Complaints from the community regarding the Applicant	25
Ability to fulfill the service required	35
Adequacy of equipment and facilities	35
Company's financial stability	5

Tow License Fee

It is the intent of the City to collect a Tow License Fee from each firm, to be apportioned equally among qualified vendors desiring to tow police impounds and referrals. The fee is \$100,000 annually per vendor (calculation based on four vendors). The Tow License Fee is payable quarterly, on the first day of July, October, January and April.

Communications with the City

Communication with City employees other than the Project Manager is prohibited, and no City employee or representative other than the City's Project Manager is authorized to provide any information or respond to any questions regarding this RFP. Prospective vendors may contact the Project Manager solely via e-mail.

Right to Submitted Material

This RFP does not commit the City of Escondido to award a contract, to pay any costs incurred in the preparation of a contract or proposal, or to procure or contract for, any services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified vendors, or to amend, cancel (in part or in whole) this RFP if it is in the City's best interest to do so. All proposals, reports and data submitted to the City shall become the property of the City of Escondido and may not be returned.

City of Escondido

RFP No. 23-17 - Police Tow, Impound, and Referral Tow Services

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General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification and requirements detailed in this RFP (including the following General Provisions) are subject to all provisions of the Ordinances of the City of Escondido.

In submitting a proposal in response to this RFP, each prospective vendor agrees to the following general terms and conditions:

- Public Information: The City reserves the right to retain all proposals submitted and to use any
 ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in
 response to this RFP indicates the prospective vendor's acceptance of all terms and conditions
 contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically
 stated otherwise.
- 2. Confidential Information: Any information deemed confidential or proprietary should be clearly identified by the prospective vendor as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
- 3. Addendums: The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
- 4. Proposal Preparation Cost: The City is not obligated to reimburse any prospective vendor for expenses incurred in preparing proposals in response to this RFP. All Prospective vendors shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
- 5. Withdrawal of Proposal: A prospective vendor may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.
- 6. Inaccuracies or Misinterpretations: Subject to the City's sole discretion, the City may terminate a prospective vendor from the RFP process or terminate any agreement with the Prospective vendor if the City determines that said Prospective vendor has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
- 7. Business License: The successful vendor shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit A.
- 8. Signature: All proposals shall be signed in the name of the prospective vendor and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
- 9. Right to Reject Proposal: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any Prospective vendor. All proposals submitted in response to this RFP shall immediately become property of the City.

City of Escondido

RFP No. 23-17 - Police Tow, Impound, and Referral Tow Services

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- 10. Right to Conduct Personal Interviews: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective vendors prior to selection.
- 11. Right to Request Additional Information: Prospective vendors shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective vendors as it deems appropriate.
- 12. Right to Determine Financial Responsibility and Viability: The City reserves the right to request information pertaining to the financial stability of a prospective vendor to allow an appraisal of a prospective vendor's current financial condition.
- 13. Understanding the Services to be Performed: By submitting a proposal in response to this RFP, each prospective vendor certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective vendor understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit A.
- 14. City Provisions to Prevail: The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful vendor shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.
- 15. Equal Employment Opportunity: The vendor awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the vendor and be in effect during the performance of any agreement resulting from this RFP.
- 16. Public Services Agreement: Vendors submitting a proposal in response to this RFP shall be prepared to use the City's standard contract form (Exhibit A) rather than its own contract form. Services may not commence until Agreement for services is executed.
- 17. Insurance Requirements: The successful vendor must have insurance in accordance with the requirements listed in Exhibit A.

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City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 8

EXHIBIT ACITY OF ESCONDIDO DRAFT TOW SERVICES AGREEMENT DRAFT

EXHIBIT A

to RFP No. 23-17 - Police Tow, Impound, and Referral Tow Services

Sample Two Service Agreement



CITY OF ESCONDIDO TOW SERVICES AGREEMENT

This Tow Service Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO

a California municipal corporation

201 N. Broadway Escondido, CA 92025

Attn: [name of primary City staff contact]

760-xxx-xxxx ("CITY")

And: [Name]

[Entity Type: e.g., "a California corporation"]

[Street address]
[City, state, zip code]
Attn: [name of contact]
[telephone number]
("TOW COMPANY").

(The CITY and TOW COMPANY each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

- 1. <u>Description of Services:</u> TOW COMPANY will furnish all of the services described in <u>Attachment A</u>. Attachment A is attached hereto and incorporated by reference.
- 2. <u>Compensation:</u> The TOW COMPANY will pay the CITY an annual license fee of [\$Dollar Amount] payable in four equal portions due on the first day of July, October, January and April during the term of this Agreement. The Compensation is calculated as the total licensing fee of \$400,000 for the program, divided by the total number of tow companies providing services. If the number of tow companies is reduced during the Term, the Compensation stated in this section shall be recalculated based on the foregoing formula at the time the number of tow companies is reduced.
- 3. <u>Term and Time of Performance:</u> Services pursuant to this Agreement shall commence on July 1, 2023. The term of this Agreement shall be from the Effective Date through June 30, 2026 ("Initial Term"). Upon satisfactory performance by the TOW COMPANY and mutual

agreement by both Parties, the City shall have the option to extend the Initial Term for two additional one-year periods.

4. <u>Performance:</u> TOW COMPANY must faithfully perform in a proficient manner, to the satisfaction of CITY, all the work or services provided in the Description of Services.

5. <u>Insurance Requirements</u>.

- a. TOW COMPANY shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by TOW COMPANY, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) Commercial General Liability. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) Automobile Liability. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) Workers' Compensation. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If TOW COMPANY maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by TOW COMPANY.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) Acceptability of Insurers. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) Additional Insured Status. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) Primary Coverage. TOW COMPANY's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of TOW COMPANY's insurance and shall not contribute with it.

- (4) Notice of Cancellation. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
- (5) Subcontractors. If applicable, TOW COMPANY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and TOW COMPANY shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
- (6) Waiver of Subrogation. TOW COMPANY hereby grants to the CITY a waiver of any right to subrogation that any insurer of TOW COMPANY may acquire against the CITY by virtue of the payment of any loss under such insurance. TOW COMPANY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the TOW COMPANY, its agents, representatives, employees and subcontractors.
- (7) Self-Insurance. TOW COMPANY may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. TOW COMPANY shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, TOW COMPANY's (i) net worth and (ii) reserves for payment of claims of liability against TOW COMPANY are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. TOW COMPANY's utilization of self-insurance shall not in any way limit the liabilities assumed by TOW COMPANY pursuant to this Agreement.
- (8) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY.
- c. Verification of Coverage. At the time TOW COMPANY executes this Agreement, TOW COMPANY shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. Special Risks or Circumstances. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. No Limitation of Obligations. The insurance requirements in this Agreement, including the types and limits of insurance coverage TOW COMPANY must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by TOW COMPANY pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that TOW COMPANY fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order TOW COMPANY to stop work under

- this Agreement and/or withhold any payment that becomes due to TOW COMPANY until TOW COMPANY demonstrates compliance with the insurance requirements in this Agreement.
- 6. <u>Indemnification:</u> TOW COMPANY (which in this paragraph 7 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CITY from all claims, lawsuits, damages, judgments, loss, liability, costs or expenses, including attorneys' fees, for any of the following:
 - a. Any personal injuries, property damage or death that TOW COMPANY may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by CITY, or from any dangerous condition of public property;
 - b. Any injury or death which results or increases by any action taken to medically treat any agent, employee, representative or subcontractor of TOW COMPANY; or
 - c. Any claim of liability arising out of the negligence or any acts or omissions of any agent, employee, representative or subcontractor of TOW COMPANY in the performance of this Agreement.
- 7. <u>Assignment, Delegation, Subcontracting</u>: The services of TOW COMPANY are personal to CITY, and TOW COMPANY may not assign, delegate, or subcontract any interest in this Agreement without written approval from CITY. A controlling interest in the TOW COMPANY may not be sold to, merged with, or dissolved into another company or legal entity without the advance written approval of CITY, which shall not be unreasonably withheld.
- 8. <u>Independent Contractor</u>: TOW COMPANY is CITY's independent contractor, and no express or implied agency or employment relationship is created by this Agreement. TOW COMPANY'S agents, employees, and representatives shall not be entitled to any benefits to which CITY employees are entitled.
- 9. <u>Merger Clause</u>: This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
- 10. <u>Anti-Waiver Clause</u>: None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
- 11. <u>Severability</u>: The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
- 12. <u>Choice of Law</u>: This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the Superior Court of California, County of San Diego, North County Judicial Division, located in Vista, California.
- 13. <u>Multiple Copies of Agreement/Counterparts</u>: Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on

- file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
- 14. <u>Provisions Cumulative</u>: The foregoing provisions are cumulative and are in addition to, and not in limitation of, any other rights or remedies available to CITY.
- 15. <u>Notices to Parties</u>: Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party:

TOW COMPANY:	<u>CITY</u> :	
	Escondido Police & Fire Headquarters 1163 N. Centre City Parkway	
	Escondido, CA 92026	
	Attn: Tow Coordinator	
	760-839-4792	

- 16. <u>Business License</u>: The TOW COMPANY will be required to obtain a City of Escondido Business License prior to execution of this Agreement.
- 17. E-Verify Participation: TOW COMPANY agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within 30 days of the execution of this Agreement to confirm employment eligibility of all of TOW COMPANY'S potential new hires. TOW COMPANY agrees and understands that E-Verify enrollment requires TOW COMPANY to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by TOW COMPANY is grounds for DHS' termination of TOW COMPANY'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for CITY'S immediate termination of this Agreement.
- 18. <u>Performance Bond</u>: TOW COMPANY must post a performance bond, with a company approved by CITY, in the amount of \$25,000, renewable each year, to assure TOW COMPANY's faithful performance of the terms and conditions of this Agreement and any subsequent agreement to provide services for CITY. This may take the form of a bond executed by a surety company authorized to do business in the state of California, an endorsed Certificate of Deposit, or a money order or certified check drawn on a solvent bank subject to the satisfaction of CITY's City Attorney. A faithful performance bond form is attached hereto as <u>Attachment B</u> and incorporated herein by this reference.
- 19. <u>Termination of Agreement by the City</u>:
 - a. If the City determines that the TOW COMPANY has failed to fulfill in a timely and proper manner TOW COMPANY's obligations under this Agreement, or that the TOW COMPANY violated any of the covenants, agreements or stipulations of this Agreement, the CITY may terminate this Agreement immediately. TOW COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of termination, not to exceed the amounts payable hereunder, and less any damages caused CITY by TOW COMPANY's breach.
 - b. The CITY may terminate the Agreement without cause at any time by providing at least 60 days advance written notice prior to termination. If the Agreement is terminated by

- CITY as provided in this paragraph, TOW COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the effective date of such termination, but shall not be entitled to receive compensation for damages, lost profits, or other expectation interests.
- 20. <u>Termination of Agreement by TOW COMPANY</u>: TOW COMPANY may terminate this Agreement without cause by providing at least 90 days advance written notice to CITY and TOW COMPANY shall forfeit the entirety of the license fees paid prior to the termination. TOW COMPANY agrees that CITY reserves the right to add a new company to provide services if any tow company terminates pursuant to the provisions of this paragraph.
- 21. Tow Company Errors and Omissions: In the event that CITY determines that the TOW COMPANY's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors, omissions, TOW COMPANY shall reimburse CITY for additional expenses incurred by the CITY. Nothing herein is intended to limit CITY's rights under other provisions of this agreement.
- 22. Ownership, Publication, Reproduction and Use of Material: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of CITY. No such materials or properties produced in whole or in part under such an agreement shall be subject to private use, copyrights or patent rights by TOW COMPANY in the United States or in any other country without the express written consent of CITY. CITY shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under such an agreement.
- 23. <u>Tow Company Not Authorized to Represent CITY</u>: Unless specifically authorized in writing by CITY, TOW COMPANY shall have no authority to act as CITY's agent to bind CITY to any contractual agreements whatsoever.
- 24. <u>Promise Not to Acquire Conflicting Interests</u>: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that TOW COMPANY will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Political Reform Act.
- 25. <u>Duty to Advise of Conflicting Interests</u>: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that the TOW COMPANY will immediately advise CITY if TOW COMPANY learns of an economic interest of TOW COMPANY which may result in a conflict of interest for the purpose of the Political Reform Act, and regulations promulgated there under. If necessary, CITY will provide a referral to independent legal counsel who can assist the TOW COMPANY with determinations regarding possible conflicts of interest.
- 26. Specific Warranties Against Economic Interests: TOW COMPANY warrants and represents that neither TOW COMPANY, nor TOW COMPANY's immediate family members, nor TOW COMPANY's employees or agents presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of CITY-initiated towing and impound services.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

	CITY OF ESCONDIDO
Date:	Dane White Mayor
	TOW COMPANY
Date:	Signature
	Name and Title (please print)
(The above sig	gnatures must be notarized)
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY MICHAEL R. McGUINNESS, City Attorney	
Ву:	_

Attachment A to Tow Services Agreement

Description of Services

1. Tow Services

TOW COMPANY will provide tow services as described herein. The right of any individual involved in a non-criminal traffic collision to call the tow company of their own choosing shall not be infringed upon except in those cases where an unnecessary delay in removing the motor vehicle will, in the opinion of the investigating Peace Officer, diminish public safety or in cases where the individual is incapacitated and unable to make a decision.

2. Rotation

CITY will establish a weekly rotation of companies providing tow services ("Rotation"). Each tow company participating will receive allocations of like periods in sequence in accordance with a schedule developed by the CITY.

3. Tow License Fee

CITY shall retain the right to impose alternative forms of taxes and/or fees in the event that the tow license fees are no longer assessable due to a subsequent change in federal, state or local law.

4. Definitions

- a. "<u>Case Numbers</u>" means case numbers assigned by the CITY when a tow is initiated by the Police Department.
- b. "Manager" means an employee or an Owner of TOW COMPANY that manages operations and is invested with a certain amount of discretion and independent judgment.
- c. "Owner" means any person owning a controlling interest in TOW COMPANY.
- d. "Operator" means an Owner or employees of TOW COMPANY whom operate a tow truck.
- e. "Police Initiated Tows" means the towing of vehicles at the direction of the Police Department where the consent of the vehicle owner to tow the vehicle is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department.
- f. "Referral Tows" means the towing of a vehicle by the Police Department at the request of the vehicle owner.
- g. "Securely Transport" means making sure that the vehicle's front wheels are secured on a wheel lift correctly and/or all four tires are chained/secured on a car carrier.

h. "Tow Truck Inspection Guide" shall mean the Tow Truck Inspection Guide CHP 234B.

5. Tow Company Requirements

- a. TOW COMPANY shall comply with all provisions of the California Labor Code, and all applicable federal, state, and local laws.
- b. TOW COMPANY shall be responsible for all acts of their employees while those employees are performing services for CITY.
- c. TOW COMPANY shall have a minimum of three verifiable year's for-hire towing experience in order to qualify for the Rotation. Either an owner or a full time Manager continually employed by TOW COMPANY must possess three verifiable years for-hire tow experience, as an owner, principal or full time Manager. Verification of eligibility shall be determined by the CITY. A change in Manager shall suspend the Agreement until a subsequent Manager is hired and the CITY verifies the Manager's prior for-hire towing experience.
- d. TOW COMPANY shall require all new owners, Operators and Manager's involved in the physical act of providing towing services be fingerprinted (via Live Scan) for the purpose of a criminal background check.
- e. TOW COMPANY shall notify the CITY immediately upon a Manager's or Operator's separation from the company.
- f. Any TOW COMPANY Owner, Manager or Operator who separates from the TOW COMPANY, in excess of one year, shall be fingerprinted for the purposes of conducting a criminal history regardless of prior criminal history clearances.
- g. TOW COMPANY shall maintain a current list of Operators.
- h. TOW COMPANY shall have a Carrier Identification (CA) number and a valid Motor Carrier Property ("MCP") permit. The MCP documentation shall be provided to the CITY. Expiration of a TOW COMPANY'S MCP and/or suspension of the MCP pursuant to Section 34623 CVC, shall result in the immediate suspension of the TOW COMPANY, as well as additional disciplinary action which may be imposed by the CITY.
- i. TOW COMPANY and its employees are independent contractors and are not agents or employees of CITY. It is acknowledged that an Operator's performance and demeanor may reflect either positively or negatively on CITY. Accordingly, TOW COMPANY employees must refrain from acts of misconduct including but not limited to:
 - 1. Rude or discourteous behavior;
 - 2. Lack of service or refusal to provide service to the public;
 - Any act of sexual harassment or sexual impropriety;

- 4. Unsafe driving practices;
- 5. Exhibiting any objective symptoms of alcohol or drug intoxication or abuse; and
- 6. Failure to report any violation of the terms of the Agreement.
- f. TOW COMPANY shall ensure Operators responding to calls for service are competent and have completed all training programs required in Section 7 below.
- g. TOW COMPANY shall maintain enrollment in a controlled substance and alcohol testing ("CSAT") program and shall ensure each Operator participates in the program. TOW COMPANY shall notify CITY if an Operator receives a positive result on any substance abuse or alcohol testing.
- h. TOW COMPANY shall notify the CITY of any arrest and/or conviction of an Operator, Manager or owner prior to the beginning of the next on duty Rotation. Failure to make notification may be cause for disciplinary action.
- i. TOW COMPANY shall provide Operators with uniform attire that consists, at a minimum, of a collared shirt. The collared shirt shall conspicuously identify the TOW COMPANY. Additionally, the shirt shall have the first initial and last name of the Operator embroidered above the right breast pocket. The company-issued uniform shall be kept clean and in good repair.
- j. TOW COMPANY must establish a training policy and procedures for Operators that encounter vehicles with potential blood borne pathogens. This includes a checklist of equipment to be on each tow truck and at the storage facility.
- k. TOW COMPANY shall courteously provide any information required by claimant to effect the release of the impounded vehicle including: confirming that a particular vehicle is in TOW COMPANY's possession, directions to the location of the vehicle, the method of securing its release, documentation required, applicable charges and fees required to be paid and terms of payment.
- TOW COMPANY shall efficiently process claimants' requests so that legitimate and appropriate requests for the release of stored or impounded vehicles are completed within one hour of the time a claimant arrives at the TOW COMPANY's business office/storage yard.
- m. All invoices for towing and impounds shall be clearly itemized by charge or fee type and must include Case Numbers to track billing. Disputes associated with Police Initiated Tows that cannot be satisfactorily resolved by the parties involved shall be adjudicated by CITY. At times there will be releases stating "Bill at CITY Rate." TOW COMPANY agrees that this CITY Rate is one-half of the tow rate plus \$2 per day for storage.
- o. TOW COMPANY employees shall not be offered nor accept gratuities pursuant to CVC Section 12110(a).
- p. The CITY may inspect all TOW COMPANY records relating to compliance with this Agreement without notice during normal business hours. TOW COMPANY shall

permit the CITY to make copies of business records at their place of business or remove business records for the purpose of reproduction. The CITY shall provide a receipt for any record(s) removed from the place of business.

q. TOW COMPANY shall maintain business records for a period of three years, plus the current term of this Agreement and make them available for inspection.

6. Charges and Fees

- a. TOW COMPANY shall be authorized to, and responsible for, collecting applicable towing and impound charges prior to releasing a vehicle.
- b. A complete schedule of the maximum charges and fees that contracted TOW COMPANY is authorized to collect from consumers for towing/storage and referral services rendered under the Agreement is attached hereto as Attachment C and incorporated herein by this reference. Rates may be reviewed annually by CITY for possible changes to the rates on the fee schedule.
- c. Attachment C shall be posted in a conspicuous place at all locations where TOW COMPANY does business and in every tow truck for consumer viewing. This posting shall also include all instructions necessary for consumers to affect an afterhours vehicle release.

7. Tow Truck Operators

- a. Operators shall be at least 18 years old and shall posses the proper class of license and endorsements for the towed and towing vehicle.
- b. Operators shall have on their person a CITY issued identification badge at all times when performing a service required under this agreement. The identification badge shall bear the Operator's name and picture. Each Operator will have a training and background check completed by the City of Escondido Police Department prior to issuance of a badge.
- c. Operators shall be properly trained and qualified to perform all work undertaken by or assigned to them. TOW COMPANY shall develop a base line Operator qualification sheet for new Operators. The qualification sheet shall be completed prior to the Operator going into service alone. Each Operator must initially complete a certified California Tow Truck Association ("CTTA") course or equivalent [not American Automobile Association ("AAA")] and must submit certification of training every five years. TOW COMPANY must provide CITY with all current training received by each Operator.
- d. All Operators and Managers shall enroll and successfully complete the Pull Notice Program through the Department of Motor Vehicles. Enrollment of Operators is the responsibility of TOW COMPANY and must occur before an Operator may receive a CITY issued identification badge. Pull Notices shall be kept on file and be made available upon request of the CITY.
- e. Each medium/heavy duty Operator must initially complete a certified CTTA, WreckMasters or equivalent course (not AAA) certifying them as a medium or heavy

duty tow truck Operator and must submit certification of training every five years. Medical exam must be kept current according to DMV standards in order to operate a medium or heavy duty tow truck.

- f. Operators must wear their respective uniform and a CITY issued identification badge. Non-employees of TOW COMPANY may not respond to a CITY call for service under this Agreement.
- g. Operators shall maintain a professional standard of personal appearance and hygiene and shall wear appropriate personal protective and safety equipment.

8. Tow Trucks

TOW COMPANY shall maintain all applicable and valid permits for each tow truck in service. TOW COMPANY must maintain documentation on file that demonstrates that all tow trucks in its fleet have passed a California Highway Patrol ("CHP") tow truck safety inspection in the last twelve months. Copies of the inspection sheets must be provided to the CITY within five days of the inspection.

- a. Tow trucks not passing inspections or meeting the requirements of this Agreement will immediately be removed from Rotation. Tow trucks will return to Rotation once they have passed a re-inspection by the original inspecting agency.
- b. TOW COMPANY must own and operate a minimum of five trucks including:
 - 1. Two Class A Wheel lifts rated at 14,500 Gross Vehicle Weight ("GVW") with twin cable hydraulic boom rated at one ton or greater;
 - 2. Two Rollback rated at 19,501 GVW;
 - 3. One Medium Duty Wheel lift with a GVWR of at least 33,000 pounds with twin cable hydraulic boom rated at one ton or greater. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. All Class B tow trucks with a GVWR of less than 33,000 pounds currently approved by CHP and owned by the same TOW COMPANY shall remain on the rotation tow list until June 30, 2026;
 - 4. TOW COMPANY may maintain a three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle;
 - Tow trucks demonstrating a functional equivalency to any or all of the requirements listed above may be substituted upon receipt of written approval by CITY.
- c. Each truck shall have a maximum 8,000 pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of 50 feet of cable;

- d. Each truck shall be equipped with lighting systems as required by California Vehicle Code ("CVC") Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110;
- e. TOW COMPANY shall maintain three sets of dollies for use by tow trucks providing services to CITY. CITY requires that each tow truck carry its own set of dollies. TOW COMPANY shall have a front wheel motorcycle dolly that must be stored at their yard and not off-site.
- f. Additional Equipment. Tow trucks must be equipped with the miscellaneous equipment required by CVC Section 27700 and have on file a current Tow Truck Inspection Guide certificate of compliance issued by the California Highway Patrol. Each truck must also be equipped with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches and metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical type), utility flood lamps, portable red taillights and stoplight for towed vehicles, equipment for opening locked vehicles, safety snubber chains and a trash can with absorbent material (i.e. Socks, pads, organic material) and a miscellaneous accident debris box. Hand tools shall remain with each authorized Tow Truck and not be dependent on Operator's personal tool box. Equipment shall not be borrowed from another truck in order to pass inspection.
- g. Safety Chains: Safety chains shall be rated at no less than the rating specified by the original equipment manufacturer. Two safety chains shall be used for each vehicle being towed. The safety chains will be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps. Vehicles being transported on slide back carriers shall be secured by four tie down chains or straps independent of the winch or loading cable. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.
- h. Identification: Each truck responding to requests for Police Initiated Tows shall, on both sides of the vehicle, conspicuously bear the company name, local address and local phone number(s) in lettering that complies with CVC Section 27907.
- i. Radio Communications: Each truck responding to requests for Police Initiated Tows shall be equipped with radio communications equipment capable of effecting twoway radio communications between the truck and the TOW COMPANY's dispatching operation. Citizens band radios shall not be used to meet this requirement.
- Inspection Guide: TOW COMPANY must provide a completed Tow Truck Inspection Guide completed by the California Highway Patrol or authorized CITY official for each tow truck.
- k. Each tow truck responding to a request for Police Initiated Tows shall be well maintained and clean on the exterior and interior and should reflect a professional image.

9. Vehicle Storage & Office Hours

Each TOW COMPANY must have and maintain exclusive use of a storage yard and business office facility. The business office and storage facility must be located in the same location, be a reasonable distance from public transportation, and be within CITY limits. No secondary yards will be allowed for storage. All business records of the TOW COMPANY relating to the awarded contract shall be maintained at the business office location and should include the length of time the storage yard and business office has been operational at that location.

- a. TOW COMPANY'S place of business shall have a sign which clearly identifies it to the public as a tow service. Business hours shall be posted in plain view to the public. Place of business shall be sufficiently staffed to allow customers to talk faceto-face with a TOW COMPANY'S owner, Manager or employee during normal business hours.
- b. TOW COMPANY shall keep business hours from at least 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- c. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
- d. Storage facilities must comply with the following:
 - i. Minimum Storage Space: The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows.
 - ii. TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public.
 - iii. The storage yard must be completely enclosed with a six foot high security fence with poles that are no further apart than eight feet wide and embedded in concrete. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.
 - iv. Vehicles and their contents must be kept safe from pilfering in the storage lot and must be screened from view from street level. All vehicles towed or stored pursuant to this Agreement must be kept within the confines of the storage lot.
 - v. The storage yard should be comprised of a surface that remains free from mud, pools of water, debris or other elements that would be harmful to stored vehicles

- or persons viewing the vehicles. Examples of an acceptable surface would be concrete, asphaltic concrete, or a similarly durable surface.
- vi. Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids.
- vii. The first area will be at least 400 square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat.
- viii. The second area shall be at least 600 square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids.
- ix. TOW COMPANY shall have on file a written policy and method of hazardous waste recovery and disposition approved by the Escondido Fire Department.
- x. The tow yard shall have available a forklift capable of lifting and positioning vehicles onto the inspection pad, and/or in the Sea-Containers.
- xi. There must be adequate lighting, and all yard and office construction must comply with applicable laws including, but not limited to, building codes, fire codes and zoning regulations. The following minimum lighting standards per 10,000 square feet apply unless local zoning or other regulations dictate increased or diminished lighting requirements:
- xii. Four 300 Watt incandescent medium-wide flood lights;
- xiii. Three 300 Watt quartz halogen lights;
- xiv. Additional storage space must be lighted at the above ratio. Storage yards with less than 10,000 square feet must meet the above minimums. TOW COMPANY must meet all municipal code requirements for lighting; and
- xv. The storage yard shall have commercial grade 24-hour video surveillance coverage of all storage areas and access points, shall retain 60 days of video and shall have a commercial alarm system.

10. Stored Vehicles

a. During regular business hours, TOW COMPANY shall, except as restrained in paragraph 10.b. below, make vehicles stored at the request of CITY available to the vehicle's registered owner or a person who can be verified to be the registered owner's agent, for the purpose of removing property from the vehicle. TOW COMPANY must also allow insurance agents, insurance adjusters, or representatives of an automotive repair business access for the purpose of estimating or appraising damages. An employee of TOW COMPANY shall escort and be on scene during the removal of property or during an insurance inspection.

b. Vehicles impounded by CITY for investigative purposes shall be held separately in a secured non-public area on TOW COMPANY's property until the vehicle is released by order of the CITY. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed by CITY. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by a representative of TOW COMPANY and the Peace Officer or Evidence Technician removing such property.

11. Response Times

TOW COMPANY shall respond to calls 24 hours per day, seven days per week and must respond to calls for service from within the City limits (unless there is a request for a medium or heavy-duty truck that has to respond from a greater distance). The responding tow truck must arrive with the appropriate equipment at the requested location within the City of Escondido within 30 minutes and daily response time shall average 20 minutes or less. CITY shall identify the appropriate equipment during the initial call for service. Response time is computed from the time the police dispatcher notifies TOW COMPANY until the tow truck arrives on scene. TOW COMPANY may inform the police dispatcher within five minutes of the initial call for service if, for any reason, it cannot respond within the required 30-minute limit. If notified within five minutes of the originating request for service, dispatcher will contact the next TOW COMPANY on the rotation. Unless TOW COMPANY contacts the police dispatcher within five minutes to waive the call for service, a failure to respond to a towing call within 30 minutes or to exceeding the 20-minute average response time for any day, shall be grounds for disciplinary action.

12. On-Scene Duties

Upon arriving on-scene to remove any of the vehicles, TOW COMPANY's Operators shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:

- a. Operators shall make every reasonable effort to comply with direction provided by the officer-in-charge.
- b. Operators shall always wear their reflective safety vest. An Operator arriving at the scene, providing service or towing a vehicle must display an oscillating, flashing or rotating amber light. No other color may be used. The emergency light must be discernible from the front and back of the truck for at least 500 feet.
- c. Operators shall be responsible for verifying the peace officer's damage assessment for each vehicle towed as a police impound, and shall sign the CHP 180 form.
- d. Operators shall be responsible for removing and appropriately disposing of collision-related debris from the public right-of-way at the time of the tow to ensure public safety. Additionally, if manual street sweeping is needed, TOW COMPANY is to provide this service.
- e. Operators may make any emergency alterations reasonably required to safely move and/or tow vehicles.

- f. Operators shall carry and provide Customer Satisfaction/Complaint Forms to customers upon request.
- g. Operators shall not photograph or otherwise electronically record any accident or crime scene without the expressed permission of the CITY.
- h. After removing a vehicle from the public right-of-way or private property, Operators shall securely transport that vehicle.

13. Collateral Services

- a. TOW COMPANY shall, at the request of CITY, move, tow away and impound motor vehicles which are, under the authority of the California Vehicle Code or Escondido Municipal Code, declared by CITY to be: illegally parked, abandoned, involved in a traffic collision and constitute an obstruction of traffic, involve Operator negligence, we impounded pursuant to a lawful arrest and/or have some other evidentiary value
- b. The Operator engaged to remove a disabled vehicle from the scene of an accident shall remove all liquid, glass and debris deposited upon the roadway as a result of the incident involving the disabled vehicle that is to be towed.
- c. CITY may occasionally require the removal of inoperable CITY vehicles within CITY limits and tow such vehicles to the appropriate CITY facility. Such services will be provided by TOW COMPANY at no charge for vehicles similar to a one-ton pickup and smaller. TOW COMPANY shall charge CITY a fixed rate for larger vehicles, as determined by the Escondido City Council.
- d. TOW COMPANY, at CITY's request, shall remove and impound up to 10 vehicles per week from private property or from the public right-of-way, which are declared abandoned by CITY. Such services will be provided at no cost to CITY. CITY will make reasonable attempts to remove abandoned vehicles between the hours of 6 a.m. and 10 p.m.
- e. TOW COMPANY shall respond to a non-injury accident scene to clean-up debris from the vehicles on scene.

14. Reporting Requirements

- a. TOW COMPANY shall keep and maintain records of each vehicle towed at the request of the CITY for the duration of the contract period. These records shall be recorded on a monthly rotation report ("Monthly Report") in a form and manner approved by the CITY.
- c. CITY shall have the right to inspect and audit, without prior notification, TOW COMPANY records at reasonable times during normal working hours to determine compliance with these record-keeping requirements.
- c. TOW COMPANY shall submit the Monthly Reports to the CITY no later than the fifteenth day of each month. Monthly Reports shall cover services rendered during the preceding month. Vehicles being held over from the previous month must be

included on the Monthly Report as part of the inventory until such time as the vehicle is subject to a lien, released or junked.

d. TOW COMPANY shall submit a quarterly financial report to the CITY on October 1st, January 1st, April 1st and July 1st of each quarter through the term of the Agreement ("Quarterly Report"). The report submitted on July 15th each year shall also include an annual summary of all items reported for the previous fiscal year. Quarterly Reports must be in a computer-generated format acceptable to CITY.

15. Audit and Inspection of Records

TOW COMPANY shall, during normal business hours, make all records, equipment and storage facilities available for periodic, unscheduled inspection by CITY. Records shall include TOW COMPANY's financial statements.

16. Negligent Vehicle Impound Program ("NVIP") Fees

The CITY will be responsible for collection of NVIP fees.

17. Insurance

In addition to the insurance requirements addressed separately in this Agreement, TOW COMPANY shall maintain minimum insurance at the following levels:

- a. Uninsured Motorist Legal minimum, combined single limit.
- b. On-hook Coverage / Cargo Insuring the vehicle in tow with limits based on the size of the tow truck.
 - 1. Class A tow truck \$50,000;
 - 2. Class B tow truck \$ 100,000;
 - 3. Class C tow truck \$ 200,000; and
 - 4. Class D tow truck \$ 250,000.
- c. Garage Liability Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
- d. Garage Keeper's Liability Shall be the same as on-hook coverage for vehicles in the care, custody and control of the TOW COMPANY in the storage yard.
- e. Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B and C shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

18. Impounded Vehicles

- a. TOW COMPANY shall provide vehicle release services on a twenty-four-hours-aday, seven-days-per-week basis. Any vehicle release effected outside the hours of 8 a.m. to 5 p.m. Monday through Friday (including legal holidays), is subject to the after-hours release fee contained in the CITY Council approved Fee Schedule.
- b. TOW COMPANY shall not release any vehicle impounded as the result of a Police Initiated Tow unless the claimant presents a valid, CITY-issued Vehicle Release Form, current registration, proof of insurance and an Impound Vehicle Payment Receipt. The CITY will determine which impounded vehicles require such releases. TOW COMPANY is responsible and liable for the release of any vehicle without a Vehicle Release Form. All vehicle lien sales must fully comply with California Civil Code Section 3072, and this agreement. In addition to any other provision of state or local law, TOW COMPANY agrees to comply with the following the lien sale of any vehicle:
 - 1. Remove and destroy the vehicles' license plates by cutting them in two pieces.
 - 2. Within five days of the sale, submit a completed "Notice of Release of Liability" form to the Department of Motor Vehicles.
 - 3. Within 10 days of the sale, submit the two pieces of the destroyed plates to the CITY along with the copy of the "Notice of Release of Liability" form for each destroyed plate.
- c. If TOW COMPANY fails to perform any provision of paragraph 17.b. above, TOW COMPANY shall be liable to CITY in the amount of \$500 per violation.
- d. Repair and Alteration of Impounded Vehicles. TOW COMPANY shall not make any repairs or alterations of vehicles in their possession without the express written authorization of the vehicle's registered owner, the registered owner's insurance carrier or a verifiable agent of the owner or insurance carrier unless necessary to tow the vehicle.
- e. Damage to Vehicle While in TOW COMPANY's Possession. CITY will provide a California Highway Patrol 180 Impound and Storage forms to Operators for police tows and impounds. TOW COMPANY shall be responsible for any damage occurring to the vehicle while in its sole possession and, therefore, damage not recorded on the CHP 180 damage assessment will be considered TOW COMPANY's responsibility. TOW COMPANY shall indemnify CITY for any and claims or lawsuits pertaining to damage which occurs to the vehicle after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows.
- f. Loss of Property While in TOW COMPANY's Possession. TOW COMPANY shall be responsible for all property belonging to that vehicle as identified by the content inventory and the CHP 180 form. Loss of property which occurs after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows will be the sole and undisputed responsibility of TOW COMPANY.

19. Complaint Procedure

- a. All Customer Satisfaction/Complaint Forms as well as any other verbal or written complaints received by TOW COMPANY or initiated by CITY will be forwarded to the Traffic Sergeant of the Escondido Police Department Traffic Bureau and shall be investigated in a fair and impartial manner.
- b. The Traffic Sergeant or his/her designee will review, investigate, and adjudicate all complaints regarding Police Initiated Tows, related disputes, and customer complaints regarding the quality of service being provided by TOW COMPANY as measured by compliance with the terms and conditions of this Agreement, when appropriate.
 - TOW COMPANY shall cooperate with the Escondido Police Department investigators during the course of an investigation. Should the filing of criminal charges be a possibility, the Escondido Police Department shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
 - 2. At the conclusion of the investigation of the complaint, applicable parties will be notified in writing of the outcome and any disciplinary action to be taken, notwithstanding any limitations on the release of such information pursuant to California Penal Code sections §§ 832.5, 832.7, and 832.8, et seq. and California Evidence Code §§ 1043 through 1047.

20. Disciplinary Action

The CITY's Chief of Police may take disciplinary action against a TOW COMPANY for violations of this Agreement. TOW COMPANY agrees that failure by the any member of their respective organization, or their agent, to comply with the terms and conditions of this Agreement shall be cause for disciplinary action. Violations of this Agreement will be investigated and a disposition determined by the Chief of Police or his/her designee.

- a. The following will be used as a guide for action against an Operator for minor violations investigated and verified as true:
 - 1. 1st Violation Written Reprimand
 - 2. 2nd Violation Within 12 Consecutive Months 1 to 30 day rotation suspension
 - 3. 3rd Violation Within 12 Consecutive Months 1 to 60 day rotation suspension
 - 4. 4th Violation Within 12 Consecutive Months 1 to 90 day rotation suspension or termination for cause.
- b. CITY's Chief of Police may suspend any Operator or TOW COMPANY if in his or her judgment the Operator or TOW COMPANY's conduct poses a danger to public safety, or there is evidence of criminal conduct, or if such conduct constitutes a gross violation of the terms and conditions of this Agreement. The suspension would remain in effect until the investigation is completed and a final disposition is reached. Dispositions may include termination of Agreement.
- c. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front

axle weight rating ("FAWR"), rear axle weight rating ("RAWR"), maximum tire weight ratings, or not maintaining 50% of the tow truck's laden front axle weight on the front axle when in tow.

- d. Any conviction of an employee of the TOW COMPANY involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude shall be cause for suspension or removal of an an employee, or denial of an Operator's application, or termination of the Agreement.
- e. A TOW COMPANY shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the TOW COMPANY'S possession.
- f. A violation of the equipment requirement, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the CITY has inspected the equipment and concluded the TOW COMPANY is in compliance.
- g. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit ("MCSU") shall be cause for suspension. The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the CITY.
- h. Allowing an incompetent Operator to respond to a call shall be cause for disciplinary action of the TOW COMPANY.

21. Appeals

All actions involving this Agreement may be appealed to CITY's Chief of Police within ten business days of written notification of disciplinary action. If requested, CITY shall schedule a hearing as soon as practical. When an appeal is filed, CITY shall make a determination whether to stay any disciplinary action based on the issues, facts and severity of the underlying violation. The hearing shall be conducted by the Chief of Police or his designee and the TOW COMPANY shall be entitled to present testimony and all relevant facts. Except for rules of privilege or other constitutional rights, the California rules of evidence may be used when considering introduction of any evidence. The decision of CITY's Chief of Police may be appealed to the CITY's City Manager within ten business days after written notification of the decision of CITY's Chief of Police. The City Manager or his designee may schedule a second hearing or may review the administrative record before reaching a decision. The decision of CITY's City Manager is final, and there is no further administrative remedy available. Failure to file a written appeal within ten days of notification, shall constitute a waiver of all appeal rights and the decision is final.

22. <u>CITY Department Errors and Omissions</u>

When any vehicle has been ordered towed by CITY and it is established that the tow was in error through a mistake of fact, TOW COMPANY shall release the vehicle to its registered owner or another legitimate claimant at no cost. If an error by CITY results in

a vehicle being stored longer than it can reasonably be determined that it should have been, TOW COMPANY shall release the vehicle to the claimant, and bill the claimant only those storage charges that would have accrued if no error had occurred. In the case of erroneous towing, TOW COMPANY shall charge CITY 50% of the Basic Tow rate. In the case of erroneous extended storage, TOW COMPANY shall charge CITY \$2.00 per day for storage charges beyond the claimant's responsibility. However, if CITY can reasonably establish that the circumstances resulting in the error were beyond the control of CITY, neither CITY nor the claimant shall be liable for such charges.



Attachment B to Tow Service Agreement Faithful Performance Bond

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and [Tow Company/Principal], a [Entity Type] ("Principal"), have entered into that certain Tow Service Agreement dated [Effective Date of Agreement] ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to provide police tow, impound, and referral tow services for the City on a rotational basis

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and ______, a ______ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of twenty-five thousand dollars and zero cents (\$25,000), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHERE	OF, this instrument has b	een duly executed by the	Principal and
Surety above named, as of this	s day of	, 20 .	

	Bv:	
Name of Principal	,	Signature of Person Signing on Behalf of Principal
Address of Principal		Name of Person Signing on Behalf of Principal
		Title of Person Signing on Behalf of Principal
	By:	
Name of Surety		Signature of Person Signing on Behalf of Surety
Address of Surety		Name of Person Signing on Behalf of Surety
		Title of Person Signing on Behalf of Surety
(ACKNOWLEDGMENTS OF EXECUTION	N BY F	PRINCIPALS AND SURETY MUST BE ATTACHED.)
APPROVED AS TO FORM:		
OFFICE OF THE CITY ATTORNEY MICHAEL R. MCGUINNESS, City Attorney		
BY:	-	

Attachment C to Tow Service Agreement

Tow Fee Schedule Fiscal Year 2023-2024

Basic Tow*	\$ 245.00
Medium Duty**	\$ 280.00
Heavy Duty	\$ 345.00
Labor Rate per Hour – Basic***	\$ 160.00
Labor Rate per Hour – Medium	\$ 200.00
Labor Rate per Hour – Heavy	\$ 245.00
After Hour Gate Fee	\$ 120.00
Outside Storage – Daily	\$ 65.00
Inside Storage – Daily	\$ 70.00
Police Tows to Junk	\$ 38.00
City Vehicles w/in County****	\$ 140.00
Negligent Vehicle Impound Fee	\$ 180.00
Stolen Vehicle Recovery Fee Release to	\$ 140.00 per vehicle
Responsible Official or Agent – Impound Fee	
Stolen Vehicle Recovery Fee Release to	\$ 10.00
Responsible Official or Agent – Storage Fee (per day)	

^{*}Basic Tow Fee is for first hour of service.

^{**} Medium Tow Fee is for vehicles one ton and over.

***Labor per hours is for the hours following the basic tow.

****City Fee for vehicles over one ton in city limits, and any tow outside city limits.

City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 9

EXHIBIT B

to RFP No. 23-17 - Police Tow, Impound, and Referral Tow Services

Authorized Company Representative Certification

	d submitting a proposal in response to the Cit e Tow, Impound, and Referral Tow Services ((referred to herein as	
exhibits, attachments, or othe exception or deviation from t	ptance of all the requirements contained in the er documents described or incorporated therein the requirements of the RFP must be clearly in the requirements of the RFP must be clearly in the requirements of the RFP must be clearly in the requirements of the RFP must be clearly in the requirements.	RFP and the accompanying n. Any proposed or intended
the items completed by Tow 0 and conditions of the RFP. Talse statements in the inform	the undersigned, on behalf of Tow Company Company in response to the RFP and have rev The undersigned further agrees that if there a mation submitted by Tow Company in responsal and elect not to consider Tow Company fo	viewed and agree to all terms re any misrepresentations or se to the RFP, the City may
requirements, and provisions	ehalf of Tow Company, that Tow Company of the RFP, and that all resolutions or other row Company to enter into this RFP and the r	actions have been taken to
Date:	Representative's Signature	
	Ttoproodinative e eignature	
	Representative's Name (please print)	
	Representative's Title	
	(Tow Company Name, Address & Phone)	

(THE ABOVE SIGNATURE MUST BE NOTARIZED)

Police Tow, Impound, and Referral Tow Services Proposal

From Quality East County, Inc. dba Quality Towing

for RFP No. 23-27

City of Escondido, California



ORIGINAL

Bidding Contractor

Quality East County, Inc. dba Quality Towing

Corporate Office & Primary Operations Storage Yard

☑ 520 N Quince St, Unit 11, Escondido, CA 92025

2 760-306-5076

Website: www.qualitytowing.net



Officers

Sunan Alsadik / Vice President



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RFP No. 23-17 Police Tow, Impound and Referral Tow Services

Quality East County Towing, Inc. Proposal



Section 04 - Facilities and Equipment

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Exhibits

Exhibit B -

- Signed & Notarized Authorized Company Representative Certification
- RFP No. 23-17, Page 5
- RFP No. 23-17, Page 7 (Signed & Notarized)
- Exhibit 1.6 Reference Letters
- Exhibit 2.1 Financial Statements
- Exhibit 3.0 Business Management Organization
- Exhibit 3.2 Tow Truck Drivers Certifications
- Exhibit 3.4.12 Sample Invoice
- Exhibit 3.4.13 Business Licenses and Permits
- Exhibit 3.4.14 Insurances
- Exhibit 4.1 Storage Yard
- Exhibit 4.2 Tow Trucks
- Exhibit 4.5 Computer Infrastructure

COVER LETTER

Sunan Alsadik

Vice President Quality East County, Inc Dba Quality Towing & Recovery 520 N Quince St, Unit 11 Escondido, CA 92025

May 08, 2023



Re: RFP 23-17 Police Tow, Impound and Referral Tow Services

To the City of Escondido,

Quality East County, Inc dba Quality Towing is please to submit this response to your Request for Proposals to provide towing and impound services for the City of Escondido Police Department. This response to the proposal has been carefully reviewed and it is intended to meet or exceed all the requirements of the RFP. Quality Towing is confident that it can execute, perform any towing and storage related function with the highest level of service and quality.

We are interested in becoming the licensed "Vehicle Towing & Impound Service" provider for the City of Escondido. Quality Towing understands the work to be performed and agreed with no exceptions to the standards of conduct and operation including but not limited to "referral tows", on demand tows, and Police tows". Quality Towing is very much qualified to become the licensed Vehicle Impound Service Provider for the Escondido Police Department because we have proven our service for years on the following:

Impound Capacity

Quality Towing Impound yard has the capacity to hold more than 120 vehicles at any given time. Our yard is exclusive for Police initiated tows.

State of the Art Computer & Internet Infrastructure

Quality Towing pride itself of the most advance, sophisticated, and automated Dispatch software (Tow Book Management Software), our trained dispatch executives utilize this software to record and captures all significant information of

QUALIT Item7.

the client and vehicle. Quality Towing provides Sonim hardcase Verizon powered phone that has a pre-installed tow book application, google maps, waze maps, to our Tow drivers to accept and clear calls every time the roadside assist service is completed. All our computers have virus and malware protection software, and we have broadband Internet with speeds of more than 1,000 Mbps per second. Our computers have both Microsoft Internet Explorer version 11 or higher and Google Chrome 110.0. The multiple screen setups will allow both the ADS and IMS web applications to be open and visible at the same time.

Rapid Response

Quality response times are rapid, averaging <u>15-20</u> minutes per call. Quality Towing's rapid response reduces the time City agent waits for a truck to clear the scene freeing the agent to respond to other calls sooner. This is a direct benefit to the City's efficiency and citizen safety.

We respond rapidly because our fleet is large, and our yards are within close range to each other within or near these the city areas for towing. Our Dispatch truly understands the "sense of urgency" and goes above and beyond to ensure our customers are accurately and effectively receiving our services in a timely manner.

Equipment Fully Qualified

Quality Towing is fully qualified as per the RFP and the City's Scope of Work Manual, the authority which lists all requirements and specifications an offeror must have to qualify with no waivers, exceptions, or other cut-outs for anything less than what is listed. Quality Towing meets or exceeds all requirements and specifications including every truck listed as required.

Capacity for Towing

Quality Towing maintains a fleet of $\underline{12}$ (Twelve) light duty tow trucks and 2 (Two) Medium Duty Tow Trucks. <u>Eight</u> ($\underline{8}$) of these trucks are utilized on any given 24-hour day, 7days per week. Our $\underline{8}$ light duty trucks carry an average of $\underline{70}$ calls per 24-hour day, or $\underline{2000}$ calls per month. Currently, by placing the full fleet of Light Duty trucks into 24-hour rotation, Quality Towing has its capacity to tow $\underline{3000}$ calls per month.

Green Fleet

With Quality Towing, the City of Escondido will comply with the County of San Diego's Clean Air Act and Federal Water Pollution Control Act because the entirety of Quality Towing's fleet is green.

Specialized Equipment

Quality Towing also possesses additional equipment with the capacity to respond to every kind of tow, from light duty to low rise flatbeds to clear bridges and overhands.



Maintenance

Quality Towing's drivers have a mandatory requirement to submit a vehicle inspection report before and after each shift. Quality has a master mechanic that checks the trucks weekly unless the need arises before then. Quality Towing has the safest tow fleet on the road.

Diverse, Professional and Courteous Staff

In compliance with the City's Equal Opportunity employment policies, 94% of Quality Towing's employees are minorities. Quality Towing does not discriminate based on race, gender, religion, national origin, ethnicity, sexual orientation, age, disability; or any other form of unlawful discrimination in its solicitation, selection, hiring or treatment of employees.

Authorized Signature

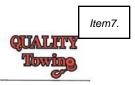
The persons authorized to sign for and make representations for Quaity Towing is Sunan Alsadik, Vice President, who can be reached at 520 N Quince St, Unit 11, Escondido, CA 92025 with telephone numbers CP (619) 922-2281.

We hope you will find our proposal comprehensive and with your acceptance and approval.

Respectfully,

Sunan Alsadik, Vice President,

Quality Towing



SECTION 1.0 VENDOR BACKGROUND AND EXPERIENCE

1. Past Experience/Conduct

Quality Towing has well over the minimum of four (4) verifiable years' for-hire towing experience. We provide everything from a basic roadside service to light and medium duty towing services. Quality Towing provides towing and impound services to all of County of San Diego (CHP, Agero, AAA etc).

Quality Towing's owner shall comply with all background investigations along with additional inquiries required by the City of Escondido Police Department.

- 1.2.1 Since inception including the past four (4) years, Quality Towing owner, officers have never been found to have violated or been penalized for any federal, state, or local law in performance of a contract, including but not limited to laws regarding health and safety, public safety, labor and employment, wages and hours, and licensing laws that affect employees both administrative and rank and files.
- 1.2.2 Since inception over the past four (4) years, Quality Towing owner, officers have never been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or government entity.
- 1.2.3 Since inception including the past four (4) years, Quality Towing owners, executives, managers have never been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract.

2. Company Information

QUALITY EAST COUNTY, INC dba QUALITY TOWING

520 N Quince St, Unit 11 Escondido, CA 92025 Phone: 760-306-5076

3. Company History

Quality East County, Inc. dba Quality Towing or QUALITY, is a local minority owned and operated company that provides towing and impound services to all of County of San Diego and has been in business for 4 years. We currently employ 27 employees consisting of Managers, Rank & File employees, and Drivers. We provide government and private agencies and automobile club with a full range of towing services including, but not limited to, tows utilizing our 100% "Green" fleet of light-duty trucks and medium duty trucks fully equipped with sophisticated towing equipment.

Quality has pride itself to deliver it promise by averaging a 15-20 minute per call rapid response time that reduces the city agent wait for trucks to clear the scene freeing the agent to respond to other calls sooner, a direct benefit to the City's

Proposal, Page 1 of 19

Quality East County Towing, Inc. Proposal



efficiency and citizens safety. We respond rapidly because our fleet is large, and our yards are within close range to each other within or near these the city areas for towing. Our Dispatch truly understands the "sense of urgency" and goes above and beyond to ensure our customers are accurately and effectively receiving our services in a timely manner.

4. Type of Business

Quality East County, Inc. dba Quality Towing is under a S-Corporation

5. Corporate Standing

Quality East County, Inc dba Quality Towing as corporation is in good standing and since inception including the past four (4) years, Quality Towing owner, officers have never been found to have violated or been penalized for any federal, state, or local law in performance of a contract, including but not limited to laws regarding health and safety, public safety, labor and employment, wages and hours, and licensing laws that affect employees both administrative and rank and files. Owner, officers have never been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or government entity. Owners, executives, managers have never been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract.

6. References

1. California Highway Patrol - Oceanside

435 La Tortuga Dr. Vista, CA 92081 Kenneth Lagree 760-643-3400 July 2019 to Present Value - \$300,000.00

We respond to calls and provide valuable community service by offering roadside assistance, towing and storage to California Highway Patrol (Escondido, San Marcos, Valley Center & Fallbrook).

2. Automobile Club of Southern California

800 La Terraza Blvd Suite #310 Escondido, CA 92025 Robert Will 760-740-5253 May 2019 to Present Value - \$1,800,000

We respond to calls and provide valuable community service by offering roadside assistance and towing to AAA of Southern California. (Escondido & Fallbrook)



3. AGERO

400 River's Edge Drive, Medford MA 02155 Jeff Rasmussen 310-357-6035 May 2019 to Present Value - \$600,000

We respond to calls and provide valuable community service by offering roadside assistance and towing services to customers who belong to all of the major car club companies that AGERO works with.

7. Point of Contact

Sunan Alsadik

CFO / Vice President

520 N Quince St, Unit 11 Escondido, CA 92025 Phone: 619-922-2281

Email Address: Sunan@qualitytowing.net

SECTION 2.0 COMPANY FINANCIAL STABILITY

1. Copies of the financial statements for the past two years are attached as (Exhibit 2.1)

Year 2021

Year 2022

- 2. Quality Towing since inception including the past four (4) years, has no pending litigations in which business or its owners is/are plaintiff or defendant.
- 3. Quality Towing has no active claims against any other public entity in San Diego County.
- **4.** Quality Towing as business and its owners since inception including the past four (4) years has never filed for bankruptcy protection while operating under towing service contracts.

Quality East County Towing, Inc. Proposal



SECTION 3.0 - PROJECT PLAN

Our Team

Quality Towing's expertise and resources go well beyond towing vehicles. Quality offers complete 24-hour services in the storage of vehicles, evidence holds, dispatch, record and accounting management, lien sale processing and public auctions all of which will be required in the performance of this contract. Quality is one of the largest tow providers in the county that manages each aspect with proven systems and procedures. We can offer all these services because of our well-trained and experienced personnel.

To achieve performance levels as mentioned in the proposal, these are following personnel occupying key management position and will be directly managing the day-to-day operation of City of Escondido Police Department Towing and Impounding Services. Functional responsibilities were outlined on this proposal "Plan Management". Organizational Chart as a structure of operation to support the proposal if ever awarded to Quality Towing. (See Exhibit 3.0 Business Management Organization

1. President / CEO	Susanne Alsadik
2. Vice President / General Manger	Sunan Alsadik
3. Director	Rodi Mikha
4. Accounting	Mira Pollante
5. Office Manager	Revan Tamaru
6. Dispatch Manager	Baydaa Sabah
7. Mechanics Manager	Kevin Dinha
8. Dispatch Executives/Release Agent	Lisette Villa/Fadi Matti/Even Polis/Elijah Sindi
9. Drivers	Tow Drivers

3.1 Tow Company's Business Operations

- Quality Towing have signs in plain site that demonstrate who we are and that the 3.1.1 services we provide are towing and road services.
- Quality Towing will have hours of operations in plain view for the public. The sign has letters which are clearly visible to the public from the street and will be visible at night.
- Ouality Towing will have a sign in plain view displaying "City of Escondido City-3.1.3 Initiated Tow and Storage Rates" This posting will also include all instructions necessary for consumers to obtain an after-hours vehicle release.
- Quality Towing confirms that there will be adequate employees and staff that a customer can speak face-to-face with during business hours. Quality Towing has a bilingual release agent able to accommodate English and Spanish speaking customers.
- 3.1.5 Quality Towing hours of business open to public and the city will be from 8:00 am

Quality East County Towing, Inc. Proposal



until 5:00 pm Monday through Friday, except on City observed holidays which are New Year's Day, Martin Luther King Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

- 3.1.6 Quality Towing understands that although the office can be closed for one hour a day for lunch, an alternative number will be posted alongside a sign that reflects a lunch closure so that the customer will be able to speak with a live agent immediately.
- 3.1.7 Quality Towing currently has and will maintain a City of Escondido Business License. (See Exhibit "3.4.13" Business Permits and Licenses)
- 3.1.8 Quality Towing currently has and will maintain a valid Motor Carrier Property (MCP) permit and will be sure to keep up-to-date at all times. (See Exhibit "3.4.13" Business Permits and Licenses.

3.2 Tow Truck Driver Certifications

- 3.2.1 Quality Towing will and have all proper documentation of completion for a training program within the past four (4) years for each individual tow truck driver readily available upon submission of the proposal. (See Exhibit "3.0" Business Management Organization)
- 3.2.2 Quality Towing corroborates that all tow truck operators are at least 18 years of age and possess the proper class of license and endorsements for the towed and towing vehicles.

3.3 Tow Truck Driver Uniform, Appearance and Safety Garments

- 3.3.1 Quality Towing employees sign a contract acknowledging that there is a zero-tolerance policy when it is pertaining to proper work attire. Every employee is in proper and identifiable uniforms during the entirety of their shifts.
 - Quality Towing drivers are all required to wear an identifiable uniform with the company logo (left) and drivers name (right). Drivers wear Red/Blue shirts with blue pants.
- 3.3.2 Quality Towing employees sign a contract acknowledging that there is a zero-tolerance policy when it is pertaining to maintaining a professional image.

All drivers are furnished with collared shirts bearing the company name and logo and are required to always maintain a professional appearance, including all employees under training.

Quality Tow truck drivers shall represent a professional image. An unacceptable representation would include unbathed, excessively dirty/torn uniform, body art, visible body piercing, etc. The uniforms described above are kept clean and in great condition. Uniforms that become worn stained or not acceptable to Quality Towing's uniform expectations will be replaced.



3.3.3 Quality Towing employees sign a contract acknowledging that there is a zero-tolerance policy when it is pertaining to wearing appropriate safety warning garments that are in accordance with Code of Title 8, Section 1598 CCR.

Concurrently, Quality Towing Drivers are required to always wear during working hours a "Face mask/Face Shield" as OSHA compliance. These mask/shield helps driver to stay safe and protected from COVID 19 virus.

Quality Towing Drivers are required to observe OSHA compliance health protocols during encounters with customers and co-workers. They are required to frequently sanitize their hands before and after encounters with clients and co-workers.

Quality Tow truck drivers wear appropriate safety warning garments (e.g. vests, jackets, shirts, retro reflective clothing) during daylight and hours of darkness in accordance with Code of Title 8, Section 1598 CCR. Some of the required uniform components also included work gloves, work boots and reflective vest for PPE safety.

3.4 Scope of Services

3.4.1 Response to City Calls

Quality's response times are **rapid**, averaging **15-20 minutes per call**. QUALITY'S rapid response reduces the time City agent waits for a truck to clear the scene freeing the agent to respond to other calls sooner. This is a direct benefit to the City's efficiency and citizen safety.

We respond rapidly because our fleet is large, and our yards are within close range to each other within or near these the city areas for towing. Our Dispatch truly understands the "sense of urgency" and goes above and beyond to ensure our customers are accurately and effectively receiving our services in a timely manner. QUALITY will meet or beat the response times required in the RFP.

3.4.1.1 Quality Towing finds there to be no excuse not to be on point in meeting all specifications listed within the Proposal. We are not like any ordinary towing company because we always push our limits in a safe and acceptable manner. Quality Towing is unquestionably ready to uphold any response time requested. We are indomitable in the succor we deliver to everyone. For both west and east of Interstate I-15, Quality will uphold its commitment of 15 minutes rapid response time.

RFP No. 23-17 Police Tow, Impound and Referral Tow Services

Quality East County Towing, Inc. Proposal



- **3.4.1.2** Quality Towing understands and agrees with the City that the tow truck driver should respond with a properly equipped tow truck of the class required to tow the vehicle and perform requested service.
- 3.4.1.3 Quality Towing can guarantee that the City dispatch will be made aware if we are unable to respond or unable to meet the maximum response time through Quality's central dispatch command center manned 7 days a week 24 hours a day.
- **3.4.1.4** Quality Towing harmonizes with the City that only the tow truck personnel and equipment requested shall respond to a City call and the only exception is if an approved rotation tow truck personnel is being accompanied by a trainee.
- 3.4.1.5 Quality Towing coincides with the City that a tow truck driver shall not respond to a City call assigned to another tow company or re-assign a call to another tow company. Quality Towing also comprehends that it is forbidden to "jump calls" unless specially called by a citizen and approved by the on-scene officer.

3.4.2 Removing Motor Vehicles

Quality Towing concurs with, at the request of the City, to move, tow away, and impound motor vehicles under the authority of the California Vehicle Code or Escondido Municipal Code, declared by the City to be illegally parked, abandoned, have been involved in a traffic collision, or constitute an obstruction of traffic due to mechanical failure or operator negligence or arrest. Quality Towing is also in correspondence with the services being required 24 hours a day, seven (7) days a week during our rotation period. Quality Towing shall perform all towing and recovery operations in the safest and most expedient manner possible.

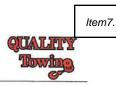
3.4.3 Inoperable City Vehicles

Quality Towing understands that we may be required to remove inoperable City vehicles from the public right-of-way and tow them to an appropriate City facility and that providing such services to the city will be at the rate of \$140.00 per tow.

Quality Towing also understands that the City's Police Department may require response of us to assist with the changing of flat tires, jump starts and/or unlocking vehicles and that such providing such services to the city will be at the rate of \$65 per occurrence.

3.4.4 On-Scene Duties

Quality Towing understands upon arriving on-scene, the employees shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:



3.4.4.1 Quality Towing shall make every reasonable effort to comply with directions provided by the officer-in-charge.

Upon arriving at the scene of a tow, our drivers will first make contact with the requesting Authorized EPD agent/officer employee in order to determine what services are being requested.

Quality Towing drivers will advise the officer if for any reason they are unable to do so. In addition, each of our drivers is provided with specific training on how to approach the scene, designed to develop their listening skills and to increase their awareness of the agent's/officer's and the public's safety.

Quality Towing drivers shall always wear safety towing uniform when they arrived on the scene.

3.4.4.2 Quality Towing shall be responsible for making an accurate damage assessment for each vehicle towed and recording said damage assessment on the City approved forms and signed by the authorized Quality Towing employee.

As we currently do for all our other contracts, prior to towing the vehicle, the tow operator will assess the vehicle's condition and note any damage to City's approved forms, which will be signed by the tow operator. Authorized EPD Agent impounding vehicles complete an impound authorization form which authorizes the vehicles removal and notes the vehicle's condition. This form is signed by the Authorized EPD Agent and the Quality tow operator at the time of impound.

3.4.4.3 Quality Towing shall be responsible for making an accurate content inventory for each vehicle towed and recording said vehicle's inventory on City approved forms and signed by an authorized Quality Towing employee.

In addition to this, our tow operators will also complete our own" Stored Vehicle Condition and Authorization Report". We understand the importance of this step and train our drivers to take it seriously; to protect the EPD, Company and Community

Quality Towing operator will make an accurate content inventory and record all items on EPD's approved form which he or she will sign. This procedure occurs at the same time in very much the same manner as the prior section on condition of the vehicle. This is currently being done and will continue to be done.

3.4.4.4 Quality Towing shall be responsible for removing and appropriately disposing of collision-related debris, including broken glass, from the public right-of-way to ensure public safety.

Each of our trucks is equipped with a broom, shovel and trash can in order to accomplish this task. We understand, to ensure public safety, our drivers will be

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Quality East County Towing, Inc. Proposal



responsible for removing and appropriately disposing of collision-related debris from the public right-of-ways. This is currently a part of our work with the California Highway Patrol as well as all our other private motor club contracts such as Agero, AAA etc.

3.4.4.5 Quality Towing understands that we may make emergency alterations reasonably required to safely move and/or tow vehicles.

Safety at Quality Towing is our #1 concern. Our fleet represents these attributes and is well equipped to make alterations. We will generally be able to tow vehicles without altering them. However, if the vehicle is in such a condition that it is not safe to move, our tow operators are trained to and make reasonable emergency alterations so that it may be safely moved. Generally, the alterations that we make consist of tying the vehicle or the load down, removing loose parts, or moving axles to a safe position to transport the vehicle.

3.4.5 Vehicle Impounds

Quality Towing understands that subsequent to removing a vehicle from the public right-of-way or private property, we shall securely impound the vehicle.

Impounded vehicles will be securely stored at our Escondido facility located at 520 N Ouince St. <u>Unit 11, Escondido, CA 92025</u>, as the primary storage facility. Our location is fully enclosed by a secure fence, has security lighting and video surveillance. In addition to physical protection, our release personnel are trained in the handling and safekeeping of impounded vehicles. They are familiar with security issues as well as concerns regarding the condition of the vehicle. Impounded vehicles will not be left in unsecured areas at any time.

Quality Towing shall, except as restrained for evidence hold make vehicles stored at the request of the City available to the vehicle's registered owner or a person who can be verified to be the registered owner's agent, for the purpose of removing property from the vehicle. Quality Towing will also allow insurance agents, insurance adjusters, or representatives of an automotive repair business access for the purpose of estimating or appraising damages. Our trained releasing staffs shall escort and will be on the scene during the removal of any property or during an insurance inspection.

Quality Towing understands that impounded vehicles by the City for investigative purposes shall be contained in a lock and secured nonpublic evidence hold area or the locked Sea-Containers until the vehicle is released by order of the City. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed by the City. Quality Towing's trained releasing agents will record and document the inventory content removed and shall be signed by both Quality Towing releasing agent and the Peace Officer or Evidence Technician.



3.4.6 Collection of Negligent Vehicle Impound Fees.

It is the sole commitment of Quality Towing to ensure that Negligent Vehicle Impound Fees (NVIF) must be paid by the vehicle owner in person to the Escondido Police Department prior to release of any vehicle. Quality Towing commits to the City of Escondido that no impounded vehicle will be released unless the NVIF is paid to the city.

3.4.7 Release of Impound Vehicles

Quality Towing is in compliance with the City regulation that we are to provide vehicle release services 24 hours a day, seven (7) days a week and that any vehicle released outside of the normal business hours of 8:00am to 5:00pm Monday through Friday, is subject to the after-hours release fee contained in the City approved Fee Schedule (Attachment "C"- Tow Fee Schedule).

Quality Towing also understands that vehicles subject to NVIF must not be released unless the vehicle's owner/agent is in possession of a paid receipt for NVIF from the Escondido Police Department. Lastly, Quality Towing comprehends that a release of any NVIF vehicles without the receipt will be billed to us at the current NVIF rate contained in the City's Master Fee Schedule (currently \$180).

3.4.8 Tow Rates

- **3.4.8.1** Quality Towing assents that the rate for towing will be computed from portal to portal when a vehicle is towed to the storage yard.
- 3.4.8.2 Quality Towing understands and agrees that the time expended, for towing a vehicle back to the storage yard shall be charged at a rate not to exceed the labor rate indicated in the City approved Fee Schedule (Attachment "C"-Tow Fee Schedule), and that a clear, itemized and detailed explanation of any additional service that is caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) of the CVC.
- **3.4.8.3** Quality Towing understands and agrees that there shall be no additional charge for mileage or a dolly charge.
- 3.4.8.4 Quality Towing understands and agrees that we may charge a fee for vehicle releases outside of our normal business hours (after 5:00 pm and holidays) as indicated in the City approved Fee Schedule (Attachment "C"-Tow Fee Schedule).
- **3.4.8.5** Quality Towing understands and agrees that we shall base charges for the class of the vehicle being towed or serviced regardless of the class of tow truck used.



- 3.4.8.6 Quality Towing understands and agrees that there will be no additional transportation charges, mileage, or other reimbursable expenses allowed except for the City's approved Fee Schedule (Attachment "C" Tow Fee Schedule).
- 3.4.8.7 Quality Towing understands and agrees that the City's tow and impound requirements are indeterminate. Quality is aware that the quantities may vary depending on need. Quality understands and agrees to waive any variations in tow and impound requirements and hold prices, terms, and conditions firm for the duration of the agreements.
- 3.4.8.8 Quality Towing understands that all invoices for towing and impounds shall be clearly itemized by charge or fee type and must include Case Numbers to track billing. Our Dispatch software can itemize all these tows and impound information and fees. In case of dispute associated with Police Initiated tows that cannot be satisfactorily resolve by parties involve that will be adjudicated by the City. Releases stating, "Bill at City Rate". Quality agrees that this City Rate is one-half of the tow rate plus \$2.00 per day for storage.

3.4.9 Storage Fees

Quality Towing recognizes that a vehicle stored/impounded 24 hours or less shall be charged no more than one day of storage and if a vehicle is released from storage after 24 hours has elapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof. Quality Towing shall charge storage fees appropriately determined by the class of vehicle that was towed.

3.4.10 Access to Stored Vehicles

Quality Towing consents to make vehicles stored at the request of the City available to that registered owner, a person who can verified to be the registered owner's agent, insurance agents, insurance adjusters, or representatives of automotive repair businesses for the purpose of estimating or appraising damages during business hours.

3.4.11 Evidentiary Vehicle Security

Quality Towing understands that vehicles impounded by the City for investigative purposes shall be held in maximally secured, non-public areas of the contractor's property until the vehicle is released by order of the City.

Quality Towing operator shall not remove any property or other contents of such vehicles held for evidentiary other than a Peace Officer or Evidence Technician employed by the City.



Quality Towing operator shall record any removed content of inventory and the content inventory form shall be dated and signed by a representative of the Quality Towing operator and the Peace Officer or Evidence Technician removing such property. Evidentiary or investigative tows requested by the City shall be charged at a rate of \$245 per tow and a maximum storage rate of \$70 per day.

Quality Towing shall furnish a report to the City on all stored evidentiary vehicles each month detailing which cars are being held for evidence and the length of time the car has been held. Quality Towing understands and agrees that failure to provide a detailed report shall relieve the City from the responsibility to pay storage fees for these vehicles.

3.4.12 Business Records

Quality Towing understands that we shall maintain records for all tow and impound services at our place of service.

Quality Towing keeps and maintains data and records through our automated dispatch software called "Tow Book Management" for all the tow services furnished, this includes. These records are available for audit by the City of Escondido Police Department at any time with or without notice.

3.4.12.1 Quality Towing is fully aware that all the records shall include: date of tow; license plate number and vehicle identification number; time of tow we arrived on-scene; and the fees and charges levied against the vehicle and disposition thereof.

Invoicing (See Exhibit "3.4.12"—Sample Invoice)

Quality Towing Invoices include:

- 1. vehicle description
- 2. type of service
- service start time.
- 4. service end time
- 5. location of service call
- 6. itemized cost of towing and storage
- 3.4.12.2 Quality Towing understands that our place of business shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's records of duty status, and non-City tows.

Lien Sale

Quality Towing maintains data of all vehicles sold at lien sale:

7. information regarding all liens against vehicle sold.



- 8. funds received because of the sale.
- 9. sale date
- 10. purchaser name; address; and telephone number
- 11. amount of sale proceeds
- 12. signed and dated by authorized personnel.
- **3.4.12.3** Quality Towing understands that the City may inspect all company records relating to compliance of contract award without notice during normal business hours.

Complete Business Records

These records are available for audit by the City Escondido Police Department at any time with or without notice.

- 13. operating statements
- 14. financial statements (will be available upon request to be part of exhibit)
- 15. personnel
- 16. payroll
- 17. insurance
- 18. applicable operating authorities
- 19. lien sale actions
- 20. licensing
- 21. tow services requested by the public.
- **3.4.12.4** Quality Towing agrees and shall permit the City to make copies of business records at our place of business, at no cost to the City.
- **3.4.12.5** Quality Towing understands that we shall maintain business records for a period of four (4) years and shall make them available for inspection.
- 3.4.13 Business Licenses and Permits (See Exhibit "3.4.13" Business Permits & Licenses)

Quality Towing is fully licensed.

- a. City of Escondido Business License to Operate
- b. DMV Motor Carrier Permit Business License
- 3.4.14 Insurance (See Exhibit "3.4.14" Proof of Insurance Coverages COI)

Quality Towing represents that it and its agents, staff and sub-consultants employed by it in connection with the services required to be performed, are protected against the risk of loss by



the following insurance coverage, as shown in Exhibit 2 in the following categories, and to the limits specified, policies of which are issued by Admitted California Insurance Companies that have a A.M. Best's Rating of "A, Class V" or better, or shall meet with the approval of the City of National City.

- **3.4.14.1** Garage Keeper's Legal Liability or Commercial General Liability Insurance coverage attached in Exhibit "3.4.14"
 - ➤ Benchmark Insurance Company
- 3.4.14.2 Automobile Liability Insurance and Additional Insured attached in Exhibit "3".
 - > Benchmark Insurance Company
- **3.4.14.3** Worker's Compensation/Employer's Liability and Waiver of Subrogation attached in Exhibit "3.4.14".
 - ➤ ICW Group Insurance Company
- **3.4.14.4** Certificates of Insurance. Quality Towing shall provide proof of coverage required, prior to the commencement of services, by delivery of Certificates of Insurance demonstrating same, and further indicating that the policies may not be canceled without at least thirty (30) days written notice to the Additional Insured.
- 3.4.14.5 Policy Endorsements required.

3.5 Complaint Policies and Procedures

- 3.5.1 Quality Towing is committed to ensuring that any person or organization using our services or affected by our operations have the right to file a complaint and have their concerns addressed and resolved. Quality Towing always aims to undertake our work in a way which is professional, practical, and positive. We view complaints as learning opportunity to improve our operations, team members, and overall services to the public.
- 3.5.2 Quality Towing Complaint Policy is:
 - Provide an accessible complaint procedure and system for anyone to be able to have a complaint filed.
 - Ensure that all complaints are investigated fairly and in a timely manner.
 - Keep the individual or organization informed of the ongoing complaint progress.
 - Ensure that all complaints are, whenever possible, resolved.
- 3.5.3 To file a complaint an individual or organization is directed to submit a complaint via email to Sunan@qualitytowing.net and provided his work phone number 619-922-2281.

Quality East County Towing, Inc. Proposal



- 3.5.4 The complaint will be investigated internally by Quality Towing management and a response will be made to the complainant in a timely manner.
- 3.5.5 All complaints from the public will be addressed with proper due diligence and appropriate action will be taken on any Quality Towing staff members that caused the complaint.
- 3.5.6 Quality Towing has had and resolved roughly 15 complaints ranging from vehicle damages to improper staff conduct in the past year.

SECTION 4.0 - FACILITIES AND EQUIPMENT

4.1 Storage Yard

- 4.1.1 Our primary yard/storage is approximately 1.0 mile from the City of Escondido Police Department, it is exactly located at 520 N Ouince St Unit 11. Escondido. CA 92025 (See Exhibit 4.1 "Storage/Yard")
- 4.1.2 Quality Towing is conveniently located in a reasonable distance from public transportation and within the City limits. Escondido Transit Center is only 0.3 mile away from our location and approximately a 6 minutes' walk. In both corners of the street, you will find bus stop serving N Quince St and Washington as well as N Quince St and Norlak Ave respectively.
- **4.1.1** Our primary yard/storage is minimum of 20,000 square feet and can accommodate more than 120 vehicles. Our yard is exclusive for Police initiated tows.
- **4.1.5** Quality Towing yard has two Sea-Container that is completely locked down, no access to any Quality Towing employees, designated for evidence hold of vehicles under investigation.
- 4.1.6 Quality Towing storage facility meets the City's guidelines pertaining to the security of an enclosed six-foot high fence fully secured by a lockable gate. The storage yard has security alarms and intrusion sensors that provide immediate notification. The yard has commercial grade 24 hour video surveillance coverage of all storage areas and access points, videos are cloud based and can be retrieved anytime. The storage yard is well lit and equipped with sufficient lighting to detect unauthorized entrance after dark. All vehicles are stored in marked spaces and vehicles are properly tagged for easy identification.
- **4.1.7** Quality Towing storage facility is in conformance with the applicable City zoning and building codes and are permitted as such.

All areas of our storage yard open to vehicular traffic are paved. The tow yard is continuously cleaned of all debris and trash. Combustible waste and hazardous debris are carefully and safely contained and stored. The storage yard has adequate construction of drainage systems to allow for proper drainage of water to the public drainage system.



4.1.8 Quality Towing storage yard is currently in full service.

4.2 Tow Truck Requirements

4.2.1 Quality Towing has a diverse fleet of over 20 trucks and vehicles which adhere to or exceed the provisions set forth in RFQ. These include but are not limited to light-duty wheel lifts, sub-garage trucks, medium duty rollbacks and service units.

Quality Towing equips and maintains our fleet in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the CCR, the specifications contained in this proposal, and in a manner consistent with industry standard and practices.

Quality is offering the City of Escondido a total of 14 tow trucks with different classes that will fulfill the requirement of the RFQ. (See Exhibit "4.2" – List of Truck Fleets)

- **4.2.1.1** Quality Towing has **two** (2) Class A (Light Duty) Wheel Lift tow trucks which have a manufacturer's gross vehicle weight rating (GVWR) of at least 19,500.
- **4.2.1.2** Quality Towing has **ten** (10) Class (Light Duty Flatbed) tow trucks which have a manufacturer's gross vehicle weight rating (GVWR) of at least 25,500.
- 4.2.1.3 Quality Towing one (1) Class B (Medium Duty) Wheel Lift. A tow truck which has a manufacturer's gross vehicle weight rating (GVWR) of at least 26,000 and is equipped with air brakes and a tractor protection valve or device and is capable of providing and maintaining continuous air to the towed vehicle.
- **4.2.1.4** Quality Towing **one** (1) Class B (Medium Duty) Wheel Lift. A tow truck which has a manufacturer's gross vehicle weight rating (GVWR) of at least 33,000 and is equipped with air brakes and a tractor protection valve or device and is capable of providing and maintaining continuous air to the towed vehicle.
- 4.2.2 Quality Towing has a diverse fleet of 20 trucks and vehicles. These include but are not limited to service trucks, light-duty wheel lifts, sub- garage trucks, medium duty rollbacks and heavy-duty big rigs. We are offering one (2) Light Duty Wheel Lift, fifteen (10) Light Duty Flatbeds, and two (2) Medium Duty Wheel Lift. Currently, by placing the full fleet of Light Duty trucks into 24-hour rotation, Quality Towing has its capacity to tow to 2,000 calls per month and can do 500 tows per month for the City of Escondido.

Quality East County Towing, Inc. Proposal



With Quality Towing, the City of Escondido will comply with the County of San Diego's Clean air Act and Federal Water Pollution Control Act because the entirety of Quality Towing's fleet is "GREEN" and AFV compliance. We believe Quality Towing is one of the companies responding with an entirely green fleet.

4.3 Tow Truck Equipment & Outfitting

QUALITY is fully qualified as per the RFP and the City's Scope of Work Manual, the authority which lists all requirements and specifications an offeror must have in order to qualify with no waivers, exceptions or other cut-outs for anything less than what is listed. QUALITY Towing meets or exceeds all requirements and specifications including every truck listed as required.

- **4.3.1** Quality Towing tow trucks all come equipped with an operational winch that is power-driven in both directions and equipped with an adequate braking system.
- 4.3.2 Quality Towing tow trucks all come equipped with a lighting system as required by California Vehicle Code (CVC) Sections 24605, 24606 and 25253. Each truck is also equipped with utility lamp lighting systems that comply with CVC Section 25110.
- **4.3.3** Quality Towing tow trucks all carry the miscellaneous equipment required by CVC Section 27700. Quality Towing does maintain well over the minimum required set of dollies for use by tow trucks providing services to the City.
- 4.3.4 Quality Towing and has its own specialized laser label and sticker maker used to customize and print all its tow and service trucks signage. All Quality's tow trucks conspicuously bear the company name, address, and phone number(s) in lettering both side of the trucks that complies with CVC Section 27907.

4.4 Tow Truck Maintenance

Quality Towing recognizes the mandate that each truck responding to requests for City-initiated tow and impound services shall be well maintained and clean on the exterior and interior and reflects the clean image of the City.

4.4.1 Quality Towing apprehends that at the City's discretion, shall conduct inspections without notice of all tow trucks utilized on the City rotation calls. (See Exhibit "4.2" – Approved CHP 234B)

To make sure the safety towing services are safe, Quality's drivers have a mandatory requirement to submit a vehicle inspection report before and after each and every shift. Quality has a chief mechanic that checks the trucks weekly unless the need arises before then. Quality Towing believes we have one, if not the safest tow fleet on the road.



4.5 Computer and Network Infrastructure

Quality Towing tow truck operators all have access to constant communication between them and the dispatcher. See (*Exhibit 4.5 Computer and Network*)

4.5.1 Computer & Internet Infrastructures

All our monitors are a minimum 27" and have a minimum resolution of 1920 x 1080. In addition, most of our workstations have a 2 to 4 monitor setup to ensure efficiency. All our computers are working on a Windows operating system with Window 11. All our computers have a minimum of 16GB of RAM.

In addition, all our computers have virus and malware protection software, and we have broadband Internet with speeds of more than 1,000 Mbps per second. Our computers have both Microsoft Internet Explorer version 11 or higher and Google Chrome 113.0. The multiple screen setups will allow for multi-tasking capabilities between different software and technologies we utilize.

4.5.2 Towbook Management

Quality Towing pride itself of the most advance, sophisticated, and automated Dispatch software (Towbook Management Software), our trained dispatch executives utilize this software to record and captures all significant information of the client and vehicle.

Additionally, Quality Towing website http://www.qualitytowing.net features 'vehicle search' functionality where customers can enter their vehicle information. The system will then provide the exact impounding location of their vehicle, directions, and the reason for impounding.



Quality East County Towing, Inc. Proposal



4.5.3 Dedicated Phone Lines/ Sonim (Verizon Smart Phones)

Quality Towing has a dedicated phone number with multi line telephone system using Yealink T46G and Hybrid IP-PBX system, to ensure our lines are not busy and always answered at maximum of 3 rings.

Quality Towing has **Sonim** hardcase Verizon powered phone that has a pre-installed tow book application, google maps, waze maps, to our Tow drivers to accept and clear calls every time the roadside assist service is completed. It provides the driver with the company phone numbers to communicate with customers, dispatch and be able to communicate via text and message and allows dispatch to be able to communicate with the driver in more than one way of communication method.

Quality Towing has company emails to allow communication between the City of Escondido Police Dispatch department and our company. Our drivers also carry smartphones that allow them to login to the system and upload pictures. Quality Towing provides smart phones to our Tow drivers for efficient communication. To facilitate accurate recording of services, Driver's use phones to call Quality and coordinate with dispatch. Drivers are also allowed to text their messages in the event they can't call the dispatch department.

4.5.4 Web Fleet (Truck GPS & Dual Facing Dashcams)

Quality Towing has Web Fleet GPS live tracking and dual facing cameras installed in all vehicles utilized by the company. GPS monitors location, driving speed with 10 seconds intervals. Also, Quality Towing has a history of each truck archive movements, location data. Live GPS data allows for management and dispatch to accurately track and locate each unit while dispatching. This ensures dispatchers can track, locate, and dispatch the nearest available tow or service truck in a live dispatching scenario for ETA efficiency.

Quality Towing's entire fleet has front and rear facing Dash Cams. The dash cams are connected via Web Fleet network that allows Quality Towing to view the dash cams in a "live feed". Dash cams are for the safety of the drivers, customers, and passersby. The dash cam will notify Quality Towing of any unsafe driving behavior such as using cellphone while driving, harsh braking, harsh turning, speeding, no seat belt, and Quality Towing is able to ensure that the drivers are following local and federal driving rules.



Proposal, Page 19 of 19

City of Escondido RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services Page 9

EXHIBIT B

to RFP No. 23-17 - Police Tow, Impound, and Referral Tow Services

Authorized Company Representative Certification

In signing this certification and submitting a proposal in response to the City of Escondido's Request for Proposals No. 23-17 – Police Tow, Impound, and Referral Tow Services (referred to herein as "RFP"), QUALITY EAST COUNTY, INC DBA Quality Towing (referred to herein as "Tow Company") and its representative express acceptance of all the requirements contained in the RFP and the accompanying exhibits, attachments, or other documents described or incorporated therein. Any proposed or intended exception or deviation from the requirements of the RFP must be clearly identified and initialed by the Tow Company Representative in Tow Company's proposal.

In executing this certification, the undersigned, on behalf of Tow Company, agree that I have reviewed the items completed by Tow Company in response to the RFP and have reviewed and agree to all terms and conditions of the RFP. The undersigned further agrees that if there are any misrepresentations or false statements in the information submitted by Tow Company in response to the RFP, the City may reject Tow Company's proposal and elect not to consider Tow Company for Police Rotation.

Undersigned certifies, on behalf of Tow Company, that Tow Company understands all information, requirements, and provisions of the RFP, and that all resolutions or other actions have been taken to enable the undersigned and Tow Company-to-enter-into this RFP and the resulting contract.

Date: ^{05/10/2023}	Representative's Signature	
	SUNAN ALSADIK	
	Representative's Name (please print)	
	VICE PRESIDENT	
	Representative's Title	
	QUALITY EAST COUNTY, INC DBA QUALITY TOWING	
	520 N QUINCE ST, UNIT 11, ESCONDIDO, CA 92025 (760-306-5076)	
	(Tow Company Name, Address & Phone)	

(THE ABOVE SIGNATURE MUST BE NOTARIZED)

Note: For Netary, See Attached CA All

Purpose Ack. For SUMAN A ALSADIK

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of SAN DIEGO	W07 KARY
On OS - 10 - 2023 before me, _	MEHUL. U RAWAL (P.BUS) (insert name and title of the officer) ALSADIK
	(insert name and title of the officer)
personally appearedSUNAW_A	ALSADIK
who proved to me on the basis of satisfactory ev	ridence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	MEHUL V. RAWAL Notary Public - California San Diego County Commission # 2441819
Signature 1 M.V. Rown	(Seal)

- file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
- 14. <u>Provisions Cumulative</u>: The foregoing provisions are cumulative and are in addition to, and not in limitation of, any other rights or remedies available to CITY.
- 15. Notices to Parties: Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party:

TOW COMPANY:

Quality East County Inc, DBA Quality Towing

520 North Quince St #11

Escondido, CA 92025

760-306-5076

CITY:

Escondido Police & Fire Headquarters 1163 N. Centre City Parkway Escondido, CA 92026 Attn: Tow Coordinator 760-839-4792

- Business License: The TOW COMPANY will be required to obtain a City of Escondido Business License prior to execution of this Agreement.
- 17. E-Verify Participation: TOW COMPANY agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within 30 days of the execution of this Agreement to confirm employment eligibility of all of TOW COMPANY'S potential new hires. TOW COMPANY agrees and understands that E-Verify enrollment requires TOW COMPANY to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by TOW COMPANY is grounds for DHS' termination of TOW COMPANY'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for CITY'S immediate termination of this Agreement.
- 18. Performance Bond: TOW COMPANY must post a performance bond, with a company approved by CITY, in the amount of \$25,000, renewable each year, to assure TOW COMPANY's faithful performance of the terms and conditions of this Agreement and any subsequent agreement to provide services for CITY. This may take the form of a bond executed by a surety company authorized to do business in the state of California, an endorsed Certificate of Deposit, or a money order or certified check drawn on a solvent bank subject to the satisfaction of CITY's City Attorney. A faithful performance bond form is attached hereto as Attachment B and incorporated herein by this reference.
- 19. Termination of Agreement by the City:
 - a. If the City determines that the TOW COMPANY has failed to fulfill in a timely and proper manner TOW COMPANY's obligations under this Agreement, or that the TOW COMPANY violated any of the covenants, agreements or stipulations of this Agreement, the CITY may terminate this Agreement immediately. TOW COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of termination, not to exceed the amounts payable hereunder, and less any damages caused CITY by TOW COMPANY's breach.
 - b. The CITY may terminate the Agreement without cause at any time by providing at least 60 days advance written notice prior to termination. If the Agreement is terminated by

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

	CITY OF ESCONDIDO
Date:	Dane White
	Mayor
	TOW COMPANY
Date: 05/11/2023	
produce decides	Signature
	Sunan Alsadik / Vice President
	Name and Title (please print)
Note: For Notary, See Attached CA All	ve signatures must be notarized)
Purpose Ack. For SUNAN A AL.	SADIK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

MICHAEL R. McGuinness, City Attorney

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.
State of California County of 5AN DIEGO ONTARY
on 05-11. 2023 before me, MEHVL, V, RAWAL (RBYC) (insert name and title of the officer)
(insert name and title of the officer)
personally appeared SUNAN A ALSADIK ———
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. MEHUL V. RAWAL Notary Public - California San Diego County
Signature (Seal)

May 9, 2023

Quality Towing 520 N Quince Street Escondido, CA 92025

To whom it may concern:

Quality Towing & Recovery has been in contract and good standing with the Automobile Club of Southern California since 2019. Quality Towing is a responsible and reliable tow company that provides outstanding service to our members in San Diego County. The Automobile Club is looking forward to future growth with this Contractor. Please view this letter as our highest recommendation for Quality Towing & Recovery.

If you have any questions regarding this matter please feel free to contact me anytime.

Sincerely,

Robert Will

Supervisor

Contract Station Relations

San Diego

(760) 740-5253

(619) 890-0511

Administrative Offices: P.O. Box 25001, Santa Ana, CA 92799-5001 Headquarters: 2601 S. Figueroa, Los Angeles, CA 90007-3294

Auto Club Enterprises provides service to more than 14 million members









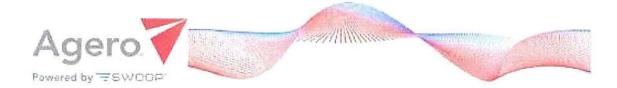












TO: Whom it May Concern

RE: Rodi Mikha, Quality Towing

FROM: Jeff Rasmussen, Senior Manager, Field Operations

Greetings!

This letter is in reference to Rodi Mikha and his company Quality Towing in San Diego, CA. Quality Towing is a service provider in good standing and has been a long-term participant in the Agero Network of independent Service Providers.

If you have any specific questions, please do not hesitate to contact me!

JEFF RASMUSSEN

Senior Manager, Field Operations

Agero, Inc

400 River's Edge Drive Medford, MA 02155 310-357-6035 - Cell

Agero.

Powered by #SWOOP

5:32 PM 05/09/23 Cash Basis

Quality East County, Inc

Balance Sheet

As of December 31, 2022



	Dec 31, 22
ASSETS Current Assets Checking/Savings BA-7824 Chase-9607	
Total Checking/Savings	
Other Current Assets Loan Receivable	
Total Other Current Assets	
Total Current Assets	
Fixed Assets 1. TOW Trucks	
2. Officer Car	
2. Accumulated Depreciation	
Total Fixed Assets	
TOTAL ASSETS	
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Payroll Liabilities	
Sales Tax Payable	
Total Other Current Liabilities	
Total Current Liabilities	
Long Term Liabilities SBA Loan	
TRUCK LOANS	
Total Long Term Liabilities	
Total Liabilities	
Equity Contributions/Distributions	
Retained Earnings Net Income	
Total Equity	
TOTAL LIABILITIES & EQUITY	

Page 1
No assurance provided on these financial statements

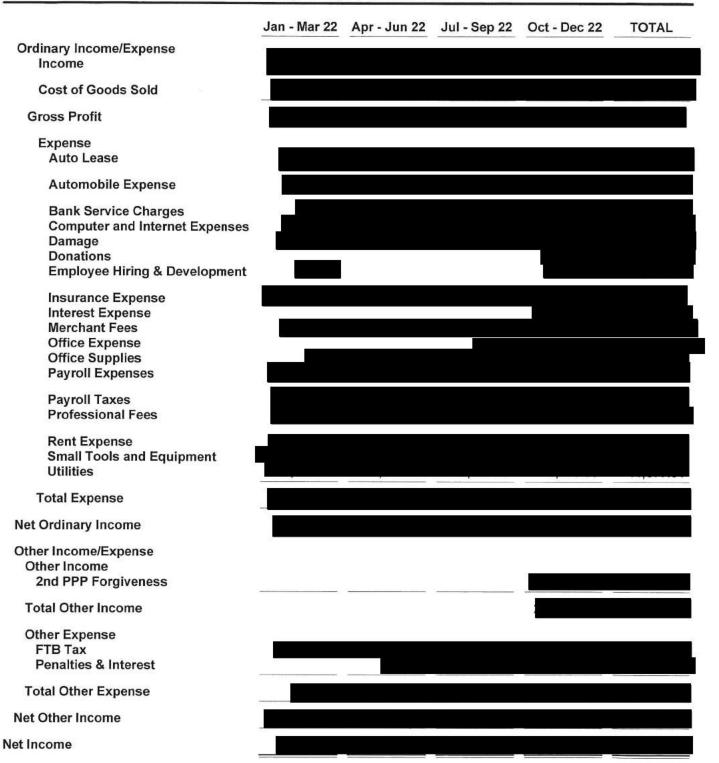
5:30 PM 05/09/23 Cash Basis

Quality East County, Inc



January through December 2022





5:32 PM 05/09/23 Cash Basis

Quality East County, Inc

Balance Sheet

As of December 31, 2021



	Dec 31, 21
ASSETS Current Assets Checking/Savings BA-7824 Chase-9607 FCB-4072	
Total Checking/Savings	
Other Current Assets Loan Receivable	
Total Other Current Assets	
Total Current Assets	
Fixed Assets 1. TOW Trucks	
2. Accumulated Depreciation	
Total Fixed Assets	
TOTAL ASSETS	
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Payroll Liabilities	
Sales Tax Payable	
Total Other Current Liabilities	
Total Current Liabilities	
Long Term Liabilities SBA Loan	
TRUCK LOANS	
Total Long Term Liabilities	
Total Liabilities	
Equity Contributions/Distributions	
Retained Earnings Net Income	
Total Equity	
TOTAL LIABILITIES & EQUITY	

Page 1
No assurance provided on these financial statements

Item7.

5:33 PM 05/09/23 Cash Basis

Quality East County, Inc

Profit & Loss

January through December 2021



	Jan - Mar 21	Apr - Jun 21	Jul - Sep 21	Oct - Dec 21	TOTAL
Ordinary Income/Expense Income					
Towing Income Battery Sales					
Total Income					
Cost of Goods Sold Advance Charges Battery Purchase Cars Fuel Truck Maintenance Costs					
Total COGS					
Gross Profit					
Expense Advertising & Marketing Auto Lease Automobile Expense Bank Service Charges Business Licenses and Permits Computer and Internet Expenses Damage Employee Hiring & Development					
Gift & Presents GPS & Camera Insurance Expense Interest Expense Meals and Entertainment Merchant Fees Payroll Expenses					
Payroll Taxes Professional Fees					
Rent Expense Repairs and Maintenance Small Tools and Equipment Uniforms Utilities					
Total Expense	The same of the sa				
Net Ordinary Income					
Other Income/Expense Other Income 1st PPP Loan Forgiveness					
Total Other Income					
Other Expense FTB Tax Penalties & Interest					
Total Other Expense					
Net Other Income					
Net Income					

Page 1

No assurance provided on these financial statements



Quality East County, Inc dba Quality Towing

Business Management Organizational CHART

for the City of Escondido

RFP No - 23-17 Police Tow, Impound and Referral Tow Services

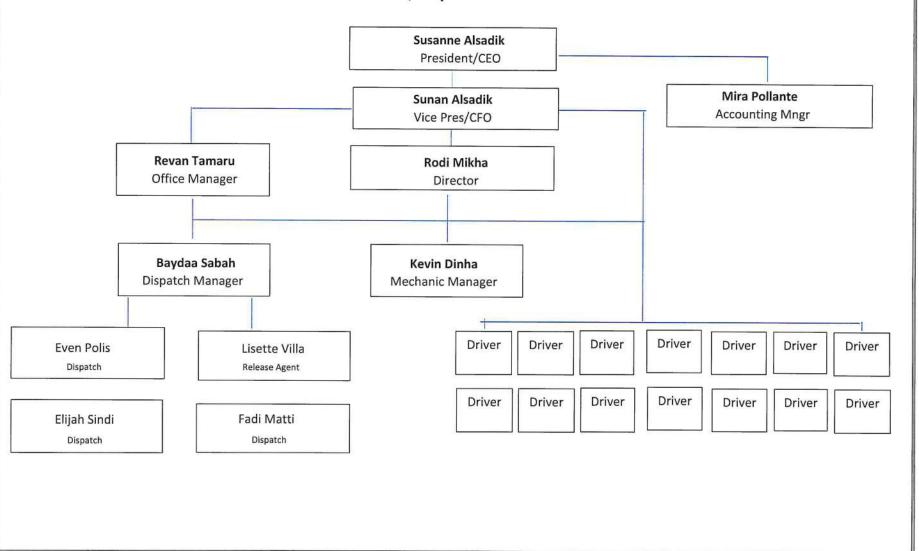




EXHIBIT 3.0 MANAGEMENT ORGANIZATION STAFFS QUALIFICATION AND EXPERIENCE

These are the following personnel occupying key management position and will be directly managing the day-to-day operation of City of Escondido Police Department Towing and Impounding Services. Functional responsibilities outlined in this proposed Plan Management. Organizational Chart as a structure of operation to support the proposal if ever awarded to Quality Towing. (See Exhibit "3.0" Business Management Organization)

President	Susanne Alsadik			
Vice President	Sunan Alsadik			
Director	Rodi Mikha			
Accounting Manager	Mira Pollante			
Operations Manager	Revan Tamaru			
Dispatch Manager	Baydaa Sabah			
Mechanic Manager	Kevin Dinha			
Dispatch Executives/Release Agents	Lisette Villa/Fadi matti/Even Polis/Elijah Sindi			
Drivers	Tow Drivers			

KEY PERSONNEL FUNTIONAL DUTIES & RESPONSIBILITIES

Susanne Alsadik - CEO

Susanne is responsible for making major corporate decisions, managing overall operations, and setting the company's strategic direction. They are accountable to the board of directors or stakeholders of the company and are often the public face of the organization.

Sunan Alsadik - General Manager

Sunan has been the Manager/Supervisor for Quality Towing for 4 years. He has been a biggest part of the success of Quality Towing operation. His major responsibility in the



company is making sure that all his drivers are fully equipped, trained and ready before they are sent out to drive.

Sunan makes sure that all pertinent documents such as truck permits, registrations and driver's certifications are all current. His knowledge of vehicle inspection preparation is exemplary. He prepares trucks for CHP inspections and has been approved for many years. Sunan will spearhead the operational aspect of this project. He will be the head coordinator for the Escondido Police Department with regards to drivers and trucks.

Rodi Mikha - Director

Rodi had worked on various similar contracts including government agencies (CHP/SDPD/Sheriff/), and motor clubs (Agero, Farmers, Allstate, AA of Southern California).

Rodi's involvement in any project Quality Towing must contract with is the acquisition of the required "Trucks & Equipment". Rodi ensures that the fleet of trucks & equipment to be used is ready before the commencement of the contract following through the specified timeline for all mobilization schedules set forth for each contracted project.

Rodi made sure that Quality Towing has substantial and current State and Federal Insurance coverages required to operate the towing and impound services such as workers compensation, general liability, automobile liability, garage keepers and on hook.

Mira Pollante - Accounting Manager

With 32 years of experience, Mira was a former CFO of Nike contracted Manufacturing handling 6 corporations with 12,000 employees. In 1999 she migrated to Singapore with her family and work with the same capacity to a Korean electronic manufacturing corporation. After 7 years she and the whole family decided to migrate to USA and work as a Senior/Accountant/Auditor in a public accounting firm in San Diego. She also managed a CPA firm in downtown San Diego whose majority of its client are Towing companies. She helped multiple clients to set up their towing systems, organized their operations allowing clients to grow their business. She has rigorous experience in government towing contract billing. Mira handles all Invoicing/Billing with similar projects like Chula Vista PD, El Cajon PD, Sheriff PD, and CHP. With her exemplary attention to detail, her dispatch billing to other similar projects commended her for her professionalism and accurate and timely billing. She will be handling the billing for this City of Escondido Police Department project and will make sure that all documentations are properly recorded and kept for each SD command's review and audit She will be in charge in billing and liaise with City of Escondido (Police Department) regarding billings and payments.



Revan Tamaru - Office/Operations Manager

Revan has been in business for 7 years. He is the Hiring Manager for Quality Towing, and with the current model of our hiring process, we pride ourselves on the excellent selection of employees. Revan strictly implemented our protocols for hiring which streamlined the selection of candidates to work for Quality Towing. Revan's responsibility is to recruit, he will also provide coaching, counseling and feedback to staff and drivers. Revan will monitor daily operations and will enforce organizational policies and procedures set forth that were properly adhered to by all City of Escondido Police Department contract team members.

Baydaa Sabah - Dispatch Manager

For over 4 years now Baydaa has been dispatching drivers/trucks for vehicle orders. Communicate with customers to verify vehicle ownership documentation and confirm schedule vehicle pick up. Monitor and update vehicle orders in the system. Answer incoming calls related to dispatch and customer service.

What makes a good dispatch supervisor? Baydaa is, A good dispatcher must be able to coordinate trip schedules, manage routes, and handle calls and requests from operators, third-party vendors, and their supervisors. Baydaa trained dispatch executive to make decisions confidently and have the knowledge to support them. Superior communication skills are essential as a towing dispatcher.

Kevin Dinha – Mechanic Manager

Is the maintenance supervisor for Quality Towing. He evaluates and assesses the performance of the truck that requires parts replacements and maintenance. Kevin makes sure that our trucks are always in "excellent condition" before they hit the road.

TOW OPERATOR/DRIVER INFORMATION

CHP 234F			Instructions: Please type or print cle	arly Form	must he	filled out cor	mnletely ·		
OPERATOR/D	RIVER FU	ILL NAME (FIRST, MIDDL		sarry. T Citi	must be	mied out coi	Tipletely.	DATE OF BIRTH	
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DRIVER LICE				STATE		TION DATE	LICENSE CLASS	ENDORSEMENTS	
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MEDICAL CER	357.0		MEDICAL CERTIFICATE EXPIRATION DATE		1			OHOL TESTING) PRO	RAM?
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Class A:	11	Class B:	Class C:	Class D:	*8				
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TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 2-13) OPI 061				
Instructions: Please type	or print clearly. Form r	nust be filled out com	pletely.	
OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) RODI MIKHA				DATE OF BIRTH
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)		- Jan		
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STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS				
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COMPANY NAME		CLASSIFICATION		· · · · · · · · · · · · · · · · · · ·
QUALITY TOWING & RECOVERY	OWNE			
DRIVER LICENSE NUMBER D1962806	STATE	07/12/2023	C C	ENDORSEMENTS
MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRAT				HOL TESTING) PROGRAM?
YES V NO	✓ YES	☐ NO		
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE F				
Class A: 20 Class B: Class C: OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	Class D:	ADDINED DATE BEEN CON	N/CTED OF A MIC	POTATE A HOD OD TEL ONYO
VES NO	YES	NO NO	IVICTED OF A MIS	SDEMEANOR OR FELONY?
IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELDNY CONVICTIO (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.			NVICTIONS AND	LOCATIONS WHERE THEY OCCURRED
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certify the above information is true and correct, and The Operator and Driver are advised that giving fa	alse information to	a peace officer, e		
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OPERATOR'S/OWNER'S SIGNATURE				DATE
				04-06-9099
TOW DRIVER'S SIGNATURE				DATE
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RECEIVING OFFICER'S NAME		ID NUMBER	1	DATE LOG LOG
B. STROMER		20751	(DATE 4- 86.22 DATE 6/29/12
FOR CHP USE ONLY:		L		
APPROVED DISAPPROVED				
If an individual is not approved, provide tow operator with a written r	reason for the action an	d attach a copy of the	reason to this	s form.
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CHP 234F (Rev. 2-13) OPI 061	<u></u>		571	- VO
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COMPANY NAME		JOB TITLE/CLASSIFICATION	, x	<u> </u>
QUALITY TOWING		MANAGER		
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YES NO	RUCK OPERATOR/DRIVER IN THE FOLLOWING	YES NO		Že
Class A: 3 Class B:	Class C:	Class D:		
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TOW-OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 2-13) OPI 061 Instructions: Please type or print clearly. Form must be filled out completely. OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH LISETTE HERNANDEZ VILLA LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS COMPANY NAME JOB TITLE/CLASSIFICATION **QUALITY TOWING** RELEASE AGENT DRIVER LICENSE NUMBER EXPIRATION DATE STATE LICENSE CLASS ENDORSEMENTS E2969297 CA 03/14/2026 MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? YES 0 YES NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class A: Class B; Class D: OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? YES NO YES ~

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF ALL CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

 The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31. A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of the CHP 234F.

OPERATOR'S/OWNER'S SIGNATURE		DATE
	2	04-06-2022
TOW DRIVER'S SIGNATURE		H/6/2022
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
B. STROMER	20254	6(29/22
FOR CHP USE ONLY:		

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

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TOW OPERATOR/DRIVER INFORMATION

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DRIVER LICENSE NUMBER					ION DATE	LICENSE CLASS	ENDORSEMENTS	
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MEDICAL CERTI		MEDICAL CERTIFICATE EXPIRATION DATE				CSAT (DRUG /ALC	OHOL TESTING) PROGRAM	17
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TOWNDRAFFOR	O'ALLETING.						09-00-	2028
TOWDRIVER'S STENATURE							04-06- DATE 04/01 DATE 6/29/	6/202
RECEIVING OFF	ICER'S NAME	U G/M/II/		ID NUMB	ER		DATE	DIDO
'/	B. STRO	ner			2025	4	Ce 129 1	12
FOR CHP USE O	ONLY:							
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If an individua	al is not approved, provi	de tow operator with a written reason for t		and attach	a copy of t	he reason to thi	s form.	*
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STATE OF CALIFORNIA HIGHWAY PATROL

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TOW TRUCK DRIVER					
OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?					
YES V NO NS OF LAW VIOLATED, DATES OF ALL CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED					
IRRED					

I certify the above information is true and correct, and no omissions have been made.

The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a
misdemeanor pursuant to Vehicle Code Sections 20 and 31. A failure to disclose any felony and/or misdemeanor
convictions shall be cause for denial of the CHP 234F.

OPERATOR'S/OWNER'S SIGNATURE	DATE		
		04-06-2022	
ACH MW A.		on/0/1/22	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE	
B. STRONER	20254	6/29/22	
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FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

CHP 234F (Rev. 2-13) OPI 061		1	1.
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QUALITY TOWING		TOW TRUCK OPERATOR	
RIVER LICENSE NUMBER			NSE CLASS ENDORSEMENTS
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IEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE		DRUG /ALCOHOL TESTING) PROGRAM?
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4	A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING	G CHP CLASSES: Class D:	
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If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (F	Rev. 2-13) OPI 061					
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	TOWING			RUCK DRIVER	THOSHES OF VED	ENDORSEMENTS
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CITY, COUNTY	, STATE, COUNTRY). USE ADDIT	IONAL PAGES IF NECESSARY.				
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convic	ctions shall be cause t	for denial of the CHP 234F.				
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						04-06-2028 04-07-22
OW DRIVER'S	SIGNATURE	_			****	DATE
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FOR CHP USE	ONLY:					
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OPERATOR/DRIVER FULL NAME (FIRST, MIC	Instructions: Please type or print cle	ariy. Form	must be tilled ou	t completely.	DATE OF BIRTH
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STATES LIVED IN, EXCLUDING CALIFORNIA,	DURING LAST SEVEN (7) YEARS		V.S		
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COMPANY NAME			CLASSIFICATION	E-410	
QUALITY TOWING		25,01277000 0	RUCK DRIV		
DRIVER LICENSE NUMBER		STATE	EXPIRATION DATE		ENDORSEMENTS
Y2951722	MEDICAL OFFICIAL EVOLUTION DATE	CA	09/18/2024	C	OLIGI TEATING BROOKING
MEDICAL CERTIFICATE YES NO	MEDICAL CERTIFICATE EXPIRATION DATE	The Assessment			OHOL TESTING) PROGRAM?
	/TRUCK OPERATOR/DRIVER IN THE FOLLOWING C		<u> П ио</u>	<u> </u>	***
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OPERATOR/DRIVER PRESENTLY ENROLLED		OPERATO	R/DRIVER EVER BEE	N CONVICTED OF A M	SDEMEANOR OR FELONY?
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I certify the above information	is true and correct, and no omiss	sions have	e been made.		
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	are advised that giving false inform Vehicle Code Sections 20 and 3				
	e for denial of the CHP 234F.				
OPERATOR'S/OWNER'S SIGNATURE					DATE
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					04-06-202 DATE
TOW DRIVER'S SIGNATURE					DATE
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FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

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STATE OF CALIFORNIA

PEARTMENT'OF CALIFORNIA HIGHWAY PATROL

	Instructions: Please type or print clear	arly. Form n	nust be fi	illed out co	mpletely.		
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COMPANY NAME		JOB TITLE/	CLASSIFICA	ATION			
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TOW OPERATOR/DRIVER INFOR	RMATION
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CHP 234F (Rev. 2-13) OPI 061		and f
Instructions: Please type or print cle	early. Form must be filled out completely.	
PERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)		DATE OF BIRTH
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LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)		
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STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS		
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COMPANY NAME	JOB TITLE/CLASSIFICATION	
QUALITY TOWING	TOW TRUCK DRIVER	
DRIVER LICENSE NUMBER	STATE EXPIRATION DATE LICENSE CL	ASS ENDORSEMENTS
D1311585	CA 03/06/2025 C	
MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /	ALCOHOL TESTING) PROGRAM?
YES V NO	YES NO	70 -
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING C	HP CLASSES:	44 /4.
Class A: 2 Class B: Class C:	Class D:	
DPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF	A MISDEMEANOR OR FELONY?
YES NO	YES V NO	3.27
F YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTION CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.	NS OF LAW VIOLATED, DATES OF ALL CONVICTIONS	AND LOCATIONS WHERE THEY OCCURRED
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PERATOR'S/OWNER'S SIGNATURE		DATE
		04-06-2022 DATE
OW DRIVER'S STONATURE		DATE
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W W		P4-95-2022
ECEIVING OFFICER'S NAME	ID NUMBER	DATE
B. STROMER	20254	6/29/27
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an individual is not approved, provide tow operator with a written reason for t	he action and attach a copy of the reason to	this form.
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TOW OPERATOR/DRIVER INFORMATION CHP 234F (Rev. 2-13) OPI 061 Instructions: Please type or print clearly. Form must be filled out completely. OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH KYLE NICHOLAS DARNELL LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS COMPANY NAME JOB TITLE/CLASSIFICATION **QUALITY TOWING** TOW TRUCK DRIVER DRIVER LICENSE NUMBER STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS D3472407 12/28/2024 CA MEDICAL CERTIFICATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? MEDICAL CERTIFICATE EXPIRATION DATE YES V V YES NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class B: Class D: Class C: OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? V YES NO YES V NO IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF ALL CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY. I certify the above information is true and correct, and no omissions have been made. The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31. A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of the CHP 234F. OPERATOR'S/OWNER'S SIGNATUR 7.22

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

ID NUMBER

20254

Instructions: Please type of OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	a point alamake Casar	amortatali.	
OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	r print clearly. Form must be filled out c		
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COMPANY NAME	JOB TITLE/CLASSIFICATION		
QUALITY TOWING	TOW TRUCK DRIVER	`	
DRIVER LICENSE NUMBER	STATE EXPIRATION DATE	LICENSE CLASS ENDORSEMENTS	•
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MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION YES NO		N CSAT (DRUG /ALCOHOL TESTING) PR	CGRAM?
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOL	V YES NO	**	
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OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN O	CONVICTED OF A MISDEMEANOR OR F	ELONY?
✓ YES NO	☐ YES ☑ NO		
IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELDNY CONVICTIONS (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.	S, SECTIONS OF LAW VIOLATED, DATES OF ALL	CONVICTIONS AND LOCATIONS WHER	RE THEY OCCURRED
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PERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	ictions. Flease type of print de	arry. Porm	must be illed out co	impletely.	DATE OF BIRTH
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CHP 234F (Rev. 2-13) OPI 061	Ž.					
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OPERATOR/DRIVER FULL NAME (FIRST, MIDI	DLE, LAST)				DATE OF BIRTH	
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COMPANY NAME		JOB TITLE	/CLASSIFICATION			
QUALITY TOWING		TOW 1	RUCK OPERAT	OR		
DRIVER LICENSE NUMBER		STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS	
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DATE

DY-06-2022

DATE

6/29/22

OPERATOR'S/OWNER'S SIGNATURE

ID NUMBER 20254

FOR CHP USE ONLY:

APPROVED

DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.



Account

Quality Towing

520 N Quince St # 11, Escondido CA 92025

Phone: (760) 480-9600



Printed 5/10/2023

Released To XXX SMITH - OWNER 14XX FALLXXXX XX ESCONDIDO CA 92027

Invoice # 23-0510-58286 Reason for Impound 22651 (O) - EXPIRED REGISTRATION

Call # 58286 **VIN Number** XXXXXXXXXXXX53414 Stock # 14498427 Model 2015 BMW 3 Series (White)

Purchase Order # 99844 Drivable Yes ESCONDIDO POLICE DEPARTMENT No Keys

Date/Time Requested 5/9/2023 2:00 PM 675 E Lincoln Ave, Escondido, CA 92026 Towed from

QUALITY TOWING ESCONDIDO Date/Time Dispatched 5/9/2023 2:01 PM Stored at Date/Time Arrived to scene 5/9/2023 2:15 PM

520 N QUINCE ST SUITE #11, ESCONDIDO CA 92025

Police Hold

Date/Time Completed: 5/9/2023 3:11 PM Date/Time Impounded: 5/9/2023 3:11 PM Driver Kyle Darnell - Truck FLATBED - 10

Date/Time Released: 5/10/2023 3:00 PM

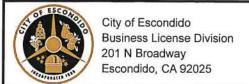
Days Held in Impound 1 days

	A		
Storage charges	Quantity	Price	Line Total
(Storage - Storage Fees) Impounds/Storage: Daily Impound Rate	1	\$65.00	\$65.00
Towing charges	Quantity	Price	Line Total
(Towing) EPD - BASIC TOW	1	\$245.00	\$245.00
	Storage	Towing Subtotal - Storage Fees Subtotal	\$245.00 \$65.00
		Subtotal Taxes Grand Total	\$310.00 \$0.00 \$310.00
Cash payment (F	Ref # LIS/SUNAN[TB:R])	Amount Due: of \$310.00 applied	\$0.00 / Pa on 5/10/202

I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein. I have seen the vehicle and am aware of the condition that the vehicle is in. I am agreeing to accept the vehicle in the condition that it is in and any damages apparent on the vehicle will be my responsibility after regaining/transferring possession from the Quality Towing employee to myself or the approved mechanical facility unless otherwise noted. If it is the case that my vehicle is currently in the possession of the Quality Towing Impound Facility, my signature will prove that I have read the clause above and acknowledge that after removing the vehicle from this impound facility, I assume all responsibility and am releasing Quality Towing of any and all responsibility. I am also aware that any sale made to me, if any, including but not limited to, battery installations, over miles, storage fees, etc. are non-negotiable, final and no refund shall be made unless in the event that Quality Towing has acknowledged a clerical error.

Signature:	Date:
	CA# 502554 USDOT: 2983622

Upon request, you are entitled to receive a copy of the Towing and Storage Fees and Access Notice



CITY OF ESCONDIDO **BUSINESS LICENSE CERTIFICATE**

Quality Towing 520 N Quince St. Unit 11 Escondido, CA 92025

Business License No:

200520

Expiration Date: Business Type:

03/31/2024 SERVICE

Ownership:

CORPORATION

IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- · Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice. Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- · Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- · Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.
- · Pursuant to California state law AB 1607 and Civil Code Section 51.6(g), the City is concurrently providing you with a notice regarding prohibitions on gender-based discrimination and related posting requirements for your business on the following pages.

Thank you for doing business in the City of Escondido!

FOLD OR DETACH HERE FOR DISPLAY

BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not consititute a permit to operate a business in violation of any law or ordinance.

Business License Number:

200520

Business

Quality Towing

Name:

520 N Quince St, Unit 11

Business Location:

Escondido, CA 92025

Business Phone:

7607458635

Owner/

Rodi Mikha

Officer:

NPDES:



CITY OF ESCONDIDO

201 N Broadway Escondido, CA 92025 (760) 839-4659

Expiration Date:

03/31/2024 NAICS#: 488410 - Motor Vehicle Towing

SIC#: 7549 -

Automotive Services, Not

Elsewhere Classified

Conditions/Remarks:



DISA Drug and Alcohol-Free Workplace Program

Enrollment Verification Certificate

This letter is being issued on 05/10/2023 for Quality East County Inc. DBA Quality Towing. Client ID: 19116, as certification of enrollment in DISA's DOT drug and alcohol testing program. DISA, as administrator of the program, certifies that the program is designed to maintain a drug and alcohol-free workplace per the stipulations of the monitoring agency and is following DOT modes, Part 40:

* FMCSA- 49 CFR part 382

This program imposes ongoing requirements upon the client to maintain program compliance. This certificate is provided to confirm the client's enrollment only. This certificate does not certify Quality East County Inc. DBA Quality Towing's compliance with the terms of their program as of any date. The client's program activity can be verified through the DISA360 system, or by contacting DISA Transportation Compliance by phone at (833) DISA-DTC / 347-2382 or by email at DTCCS@disa.com.

Certificate Generated By:

DISA Transportation Compliance, Client Services 10900 Corporate Centre Dr., Suite 250 Houston, TX 77041

QUALEAS-01

Item7.



CERTIFICATE OF LIABILITY INSURANCE

5/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCED AND THE CERTIFICATE HOLDER

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

Rubii 5075			COIL	tificate holder in lieu of suc					
5075	UCER				CONTACT Jeff Ack		FAV		
	n Insurance Agency, Inc. Shoreham Place Suite 100			(PHONE (A/C, No, Ext): (858) 457-5720 FAX (A/C, No E-MAIL ADDRESS: jeff@rubininsurance.com				
San L	Diego, CA 92122			Ā		Souri-Control Control			
					Annual Company of the		RDING COVERAGE		NAIC#
					INSURER A : Benchn	nark Insura	ince Company		41394
INSUR	ED			<u> 1</u>	INSURER B :				
	QUALITY EAST COUNTY IN	С		11	INSURER C:				
	520 N QUINCE ST STE 11 Escondido, CA 92025			_II	INSURER D :				
	Escolidido, CA 92025			II.	INSURER E :				
				ı	INSURER F:				
				E NUMBER:			REVISION NUMBER		
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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	i i	LIMITS	
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,	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	4,000,000
	X POLICY PRO-					1	PRODUCTS - COMP/OP A		2,000,000
	OTHER:					3	TROBUSTO COMITOT A	s	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	ANY AUTO	x	х	BIC-WS-CA-00969-00	7/28/2022	7/28/2023	BODILY INJURY (Per persi		
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ĝ	NY PROPRIETOR/PARTNER/EXECUTIVE SFFICER/MEMBER EXCLUDED?	N/A				9	E.L. EACH ACCIDENT	S	
lf.	ves, describe under						E.L. DISEASE - EA EMPLO		
	ÉSCRIPTION OF OPERATIONS below Garagekeepers			BIC-WS-CA-00969-00	7/28/2022	7/28/2023	E.L. DISEASE - POLICY LI Ded \$500/2500	MIT S	450.000
1.	On-Hook/Cargo			BIC-WS-IM-00969-00	7/28/2022				150,000
A	ni-nook/cargo			BIC-M2-1M-00868-00	112812022	7/28/2023	Ded \$2500		100,000

City of Escondido, A California Municipal Corporation 201 N Broadway Escondido, CA 92025

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Of achmen II

ACORD 25 (2016/03)

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POLICY NUMBER: BIC-WS-GL-00969-00

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):

SCHEDULE

City of Escondido, A California Municipal Corporation and its officials, officers, agents, e volunteers	mployees, and

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BIC-WS-GL-00969-00

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Escondido, A California Municipal Corporation and its officials, officers, agents, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER: BIC-WS-GL-00969-00

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

City of Escondido, A California Municipal Corporation and its officials, officers, agents, employees, and volunteers

Location(s) of Covered Operations:

All Operations

Description of Work Performed for the Additional Insured:

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location(s) designated in the Schedule, but only for occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.

- B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:
 - This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. The following is added to 4.a. of Other Insurance of Section IV Commercial General Liability Conditions:

If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule.

All other terms and conditions of this policy remain unchanged.

L803 (06/07)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured						
QUALITY EAST COUNTY INC						
F. J	D.P. M. L.					
Endorsement Effective	Policy Number					

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

City of Escondido, A California Municipal Corporation and its officials, officers, agents, employees, and volunteers

- A. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury ", "property damage", or " personal and advertising injury" caused, in whole or in part, by:
 - Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

arising out of use of a covered "auto" in your business when such use is pursuant to a written contract or agreement between you and the additional insured.

- B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply: This insurance does not apply to:
 - 1. "Bodily injury" or "property damage" arising out of the maintenance of a covered "auto" by the additional insured;
 - 2. "Bodily injury" or "property damage" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement; and
 - Any "accident" which takes place after the contract or agreement between you and the additional insured is terminated.
- C. The insurance provided under this endorsement is excess over any other valid and collectible insurance available to the additional insured, unless you have agreed in a written contract or agreement for this insurance to apply on a primary or non-contributory basis.

All Other Terms and Conditions Remain Unchanged.

POLICY NUMBER: BIC-WS-CA-00969-00

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: QUALITY EAST COUNTY INC

Endorsement Effective Date: 05/10/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Escondido, A California Municipal Corporation and its officials, officers, agents, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

QUALEAS-01

Item7.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2023

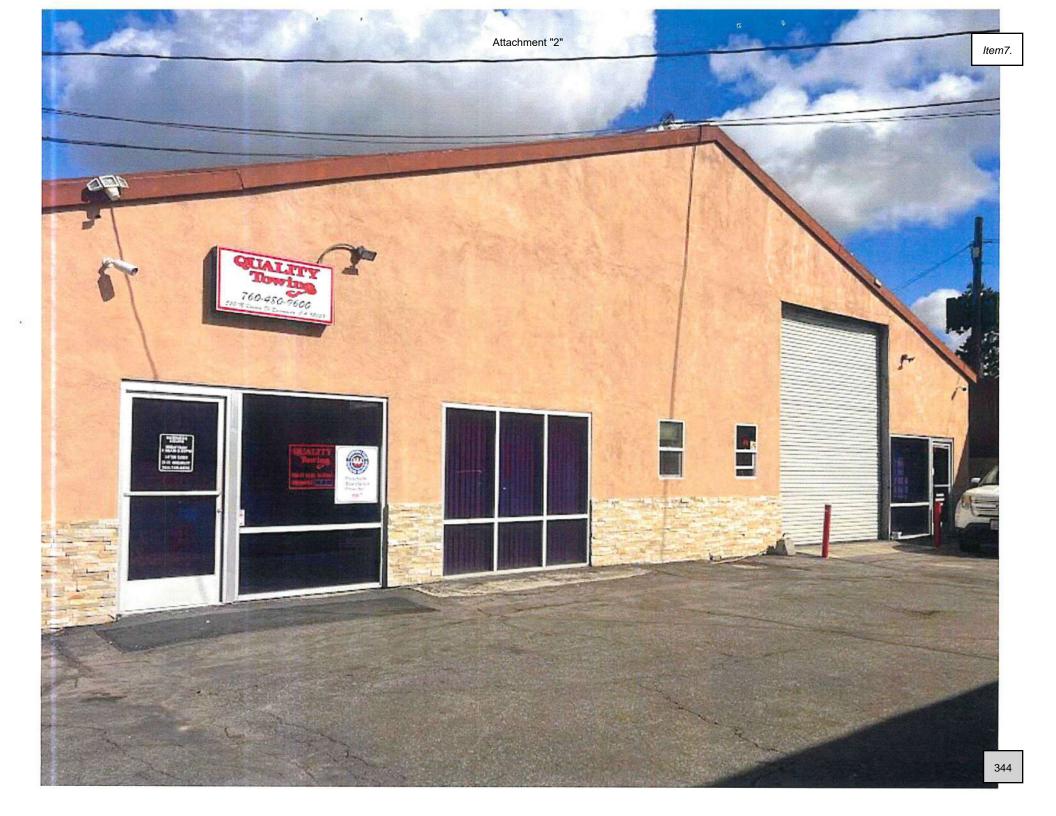
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

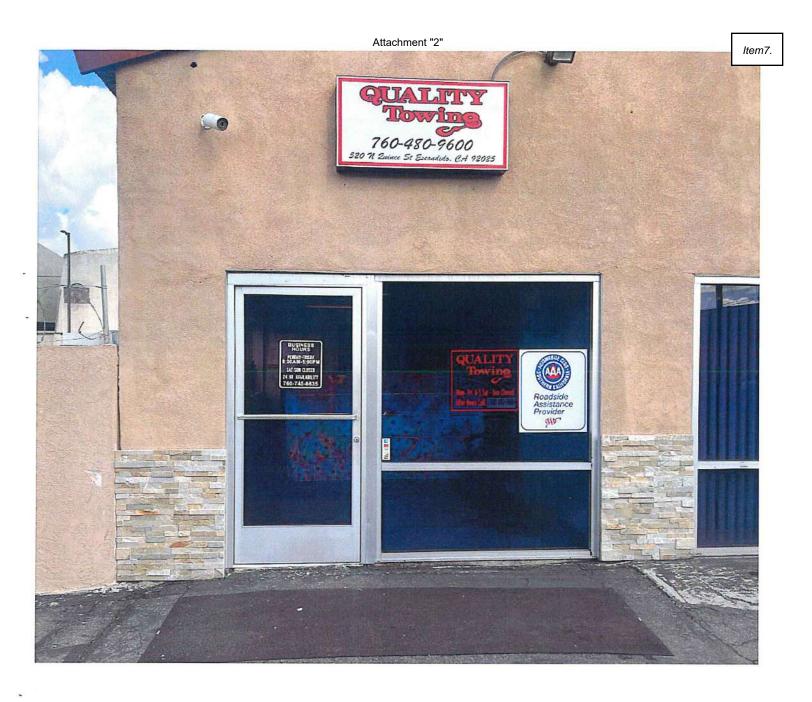
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0757776 CONTACT NAME: HUB International Insurance Services Inc. PHONE (A/C, No, Ext): (858) 373-6900 FAX (A/C, No): (858) 373-6897 9855 Scranton Road Suite 100 San Diego, CA 92121 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Insurance Company of the West 27847 INSURED INSURER B: Quality East County, Inc. INSURER C: 520 N Quince St INSURER D Escondido, CA 92028 INSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE **OCCUR** S MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT POLICY PRODUCTS - COMP/OP AGG | \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) HIRED AUTOS ONLY NON-OWNED UMBRELLALIAR OCCUR EACH OCCURRENCE S **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE 5057592 02 10/1/2022 10/1/2023 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CITY OF ESCONDIDO a California Municipal Corporation 201 N Broadway

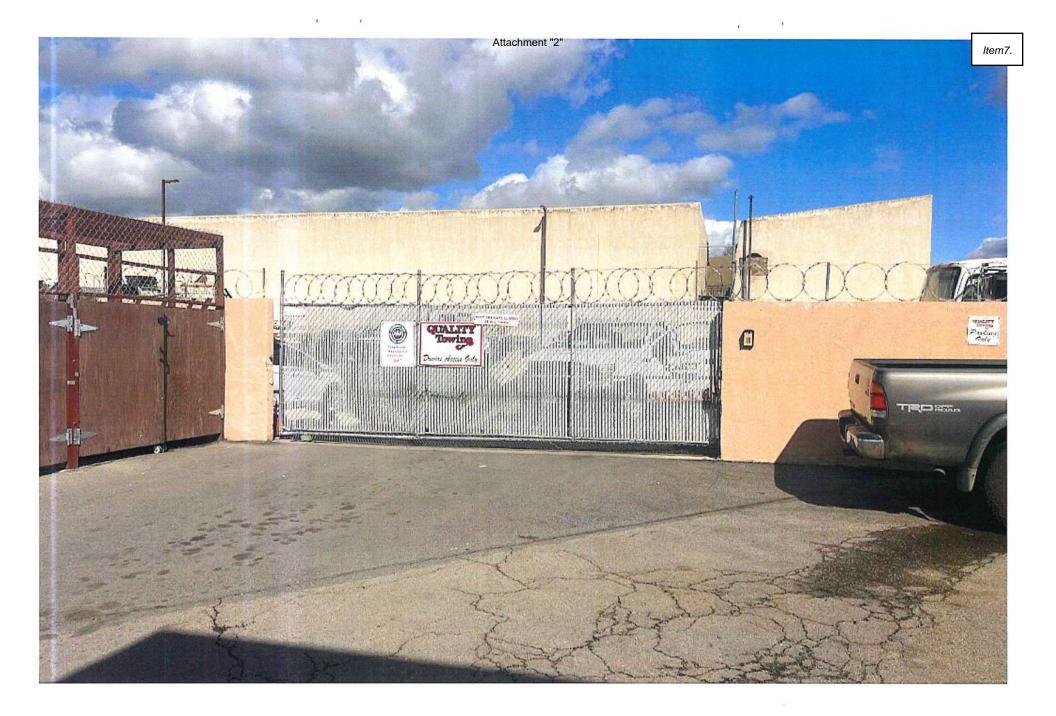
Escondido, CA 92025

ACORE

AUTHORIZED REPRESENTATIVE







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1	Minimum 14,000 Pound GVWR Chassis	<u> </u>	Tow Sling "Minimum" 3,000 Pounds (if equipped)				
-	4-Ton Boom Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks				
-		-	Two (2) Safety Chains 5/16" Alloy or OEM Specifications				
_	One 4-Ton Snatch Block	-	Wheel Lift Rating - Extended 3,000 Pounds				
	Tow Dolly (with wheel tie down straps)		Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)				
	Steering Wheel Securement Device	-	TWO (2) Crossbeams, (1) 4 A4 A60 and (1) 4 A4 A40 (Minimum)				
	100' 3/8" 6 x 19 Wire Rope or OEM Specifications		The state of the second state of the second state of the second state of the second state of the second second				
	CLASS A CA	AR C	ARRIER				
	Minimum 19,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratcher				
T	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Ramping Material				
	Loading Bridle with J/T Hooks		The state of the s				
1/	CLASS A CAR CAR	RIEF	R TWO VEHICLE				
T	Minimum 23,500 Pound GVWR Chassis	V	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchet				
1	Loading Bridle with J/T Hooks	4	2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh				
1	50' 3/8" 6 x 19 Wire Rope or OEM Specifications	1	Adequate Crossbeams or Ramping Material				
1	Alloy/OEM Spec & Wheel Straps - Towed Vehicle	\Box					
13.73	CLA	SSE					
T	Minimum 33,000 Pound GVWR Chassis		Axle Covers/Caps				
+	16-Ton Boom Rating		Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)				
-	150' 7/16" 6 x 19 Wire Rope or OEM Specifications	\vdash	Two (2) - 4"x6"x48" Crossbeams (minimum)				
-	150 7/16 6 X 19 WITE ROPE OF OFTM Specifications	-	Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks				
1	Safety Chains 1/2" Alloy or OEM Specifications	-	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended				
	Two 8-Ton Snatch Blocks		Under Lift/Fork Adapters w/Tie-Down Straps or Chains				
	Air Brakes or Hydraulic W/Air Hookup Package						
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders				
T	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)				
	CLASS B CA	AR C	ARRIER				
Ť	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or OEM Specifications				
+	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle				
+	Loading Bridle with J/T Hooks		Adequate Cross Beams or Ramping Material				
╁	Steering Wheel Securement Device						
500	CLA	55 (
19 6	Minimum 52,000 Pound GVWR Chassis	T	Tow Chains 5/8" Grade 70 or OEM Specifications				
-		\vdash	Two (2) 4"x6"x48" Crossbeams (Minimum)				
_	25-Ton Boom Rating	-	Pintle Hook				
_	200' 5/8" 6x19 Wire Rope or OEM Specifications	-	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended				
	Two (2) Safety Chains 5/8" Alloy or OEM Specifications	-	Under Lift/Fork Adapters w/Tie-Down Straps or Chains				
	Two 12-Ton Snatch Blocks	\vdash					
	Air Brakes W/Air Hookup Package	1	Aluminum Tow Angles (Minimum 2)				
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders				
Т	Steering Wheel Securement Device		Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)				
1	Axle Covers/Caps .		Tow Sling 12,000 Pound Rating (if equipped)				
1	CLA	SSI					
T	Minimum 54,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications				
+	35-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)				
+	250' 3/4" 6x19 Wire Rope or OEM Specifications	\vdash	Pintle Hook				
+	Two (2) Safety Chains 5/8" Alloy or OEM Specifications	+	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended				
+	Two 12-Ton Snatch Blocks	+	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)				
-	Air Darles M/Air Health Docks	+	Aluminum Tow Angles (Minimum 2)				
-	Air Brakes W/Air Hookup Package	\vdash	Safety Tie-Down Chains and Binders				
┸	Air Hoses and Fittings	-					
	Steering Wheel Securement Device	-	Tow Sling with 20,000 Pound Rating (if equipped)				
	Axle Cover/Caps	1, 1	Under Lift / Fork Adapters w/Tie-Down Straps or Chains				
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	License Pla			24601 CVC	1	Ho	orn			27000 CVC
V	Stop Lamps			24603 CVC	V	Ex	haust Systen	n		27150 CVC
>>>	Extension L			24605 CVC	1		el Cap			27155 CVC
~		nps (1969+)		24606 CVC	~		e Tread			27465 CVC
1	Reflectors,			24607 CVC	M	Fe	nders/Mud G	uards		27600 CVC
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		or Paper Towels	Minimum)		-			Classes A and B)		
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Page 1 of	2			Destroy Previ	ious Ed	ditions			m	Cha224B 0440 add

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Steering Wheel Securement Device Tow Sling with 20,000 Pound Rating (if equal Axle Cover/Caps Under Lift / Fork Adapters w/Tie-Down Strategy (MLC) CALCULATIONS (Refer to HPM 81:2, Chapter 7, Annual Annual Capacity)					
Axie Cover/Caps Under Lift / Fork Adapters w/Tie-Down Stra MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2, Chapter 7, Ann	Air Hoses and Fittings		1	Safety He-Down	O Chains and Dinders
MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2, Chapter 7, Ann			-	Tow Sling with 2	Adapters w(Tie Daws Strang or Chains
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THE COUNTY OF THE STATE OF THE	MAXIMUM LIFTING CAPAC	ITY (MLC) CALCULAT	ION	IS (Refer to HP	M 81.2, Chapter 7, Annex B)
			1.775	Production of Market 1819	The second secon
FORMULA	RMI II A	10	_	<u> </u>	
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CLASS OF VEHICLE BASED ON THE MLC

ARE	A NUMBER .	COMPANY	1		-		CA NUMBER	DOT NUMBER	LEGEND	
650)	QUALITY TOWING	ì	X 3			CA502554		P = Pass) =====
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\	Headlights			24400 CVC	1		findshleld			26700 CVC
1	Beam Indic			24408 CVC	1		indshield Wip	ers		26706 CVC
	Tail Lamps			24600 CVC	1		irrors			. 26709 CVC
7	License Pla			24601 CVC		H	orn			27000 CVC
1	Stop Lamp			24603 CVC			khaust Systen	n		27150 CVC
	Extension I			24605 CVC			uel Cap			27155 CVC
7		mps (1969+)		24606 CVC			re Tread			27465 CVC
	Reflectors,			24607 CVC	N		enders/Mud G	luards		27600 CVC
-		Front and Side (1968+		24608 CVC			oom			27700 CVC
1	Turn Signal			24951 CVC	1		novel			27700 CVC
1		Lamps (>80" Wide)		25100 CVC		Fi	re Extinguishe	er 4B, C Rating		27700 CVC
1	Amber War			25253 CVC			afety Chains			29004 CVC
1		evices (Reflectors)		25300 CVC		Si	gns	<u> </u>		27907 CVC
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100000	Flashlight		Kil Astralia (1992)	SERVICE AN	DO	THER	EQUIPMENT	学生是,是《福德》	Wednesday and the	
1		ar (Large Pry Bar)					draulic Jack	×		
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		or Paper Towels	i wiii iirriurii)		-			Classes A and B)		· · · · · ·
1		ck Communications (C	ell phones / 2 wa	v radio)			otorcycle Stra		-1 D)	
1	Approved F	uel Containers (Classe	e Δ and R) if corr	ied	1		ool Kit	r (Classes B, C, ar	na D)	
7	Booster Bat	tery or Hot Box	o realid by it can	ieu	<		eflective Safet	h. Attiro		
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1	Controls La			W2	1		rottle Control			
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1	Wheel Lift A						ble Sheaves	1110000, Valvoo		
N	Body and To	owing Equipment Mour	nting Bolts		1		covery Chain	<u> </u>		
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R. PAYTUN 16/77

4/12/23

511					FICATIONS (By Class)
		CLA			
P	F		Р	F	
		Minimum 14,000 Pound GVWR Chassis		\perp	Tow Sling "Minimum" 3,000 Pounds (if equipped)
		4-Ton Boom Rating			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
_		One 4-Ton Snatch Block			Two (2) Safety Chains 5/16" Alloy or OEM Specifications
		Tow Dolly (with wheel tie down straps)			Wheel Lift Rating - Extended 3,000 Pounds
		Steering Wheel Securement Device			Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
_		100' 3/8" 6 x 19 Wire Rope or OEM Specifications			
5		CLASS A CA	R	CAR	RIER
1		Minimum 19,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
-		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Ramping Material
	- 15	Loading Bridle with J/T Hooks			
4.00	144	CLASS A CAR CAR	RIE	R T	WO VEHICLE
1	2016	Minimum 23,500 Pound GVWR Chassis	1		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
_		Loading Bridle with J/T Hooks	/	J	2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
1		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	1	1.	Adequate Crossbeams or Ramping Material
7		Alloy/OEM Spec & Wheel Straps - Towed Vehicle			
13	2-268	CLA	SS	B	
1-17	2	Minimum 33,000 Pound GVWR Chassis		T	Axle Covers/Caps
-	-	16-Ton Boom Rating	-	+	Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
-		150' 7/16" 6 x 19 Wire Rope or OEM Specifications	-		Two (2) - 4"x6"x48" Crossbeams (minimum)
_		Safety Chains 1/2" Alloy or OEM Specifications	_		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
_	_	Two 8-Ton Snatch Blocks		+	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
_		Air Brakes or Hydraulic W/Air Hookup Package	-	+	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
			-	\vdash	Safety Tie-Down Chains and Binders
_		Air Hoses and Fittings	-	\vdash	Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device	7-0		Aldminum Tow Angles (winimum 2)
1		CLASS B CA	NK.	CAR	4 Safety Chains 5/16" Grade 70 or OEM Specifications
		Minimum 33,000 Pound GVWR Chassis	_	\vdash	4 Safety Chains 5/10 Grade 70 of OLIVI Specifications
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	_		2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
		Loading Bridle with J/T Hooks		\Box	Adequate Cross Beams or Ramping Material
		Steering Wheel Securement Device		1	
100	4	CLA	SS	C	
		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
-		25-Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Two (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
_		Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
	-	Air Hoses and Fittings			Safety Tie-Down Chains and Binders
-		Steering Wheel Securement Device			Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
-		Axle Covers/Caps		\vdash	Tow Sling 12,000 Pound Rating (if equipped)
199 .1	G: 49	CIA	SS	D.	
1345	Crack	Minimum 54,000 Pound GVWR Chassis	Ť		Tow Chains 5/8" Grade 70 or OEM Specifications
_	-	35-Ton Boom Rating	\vdash	11	Two (2) 4"x6"x48" Crossbeams (Minimum)
700	-	250' 3/4" 6x19 Wire Rope or OEM Specifications	\vdash		Pintle Hook
_	-	Two (2) Safety Chains 5/8" Alloy or OEM Specifications	-	+	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
_	L	Two (2) Salety Criains 5/6 Alloy of OLM Specifications	\vdash	+ 1	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
		Two 12-Ton Snatch Blocks	\vdash	+-1	Aluminum Tow Angles (Minimum 2)
		Air Brakes W/Air Hookup Package	-		Safety Tie-Down Chains and Binders
_		Air Hoses and Fittings	-	-	Tow Sling with 20,000 Pound Rating (if equipped)
		Steering Wheel Securement Device	-	-	Under Lift / Fork Adapters w/Tie-Down Straps or Chains
_		Axle Cover/Caps		View 1 Setu	Under Litt / Pork Adapters w/ ne-bown Straps of Chains
		MAXIMUM LIFTING CAPACITY (MLC) CALCULA	۱Ť۱	ION	THE PART OF THE PA
FR	TNC	AXLE WEIGHT (FAW), UNLADEN WHEEL BASE (WB), IN INCHES			OVER HANG (OH), IN INCHES
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 5-17) OPI 061

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	NUMBER	COMPANY	-				CA NUMBER	DOT NUMBER	LEGEND	- 100 m
650		QUALITY TOWIN					CA502554	2983622	P = Pass	F = Fail
YEAR		MAKE	MODEL	LICENSE NUM	BER		VIN			
202		FREIGHTLINER	M2 .	56770V2			1FVACWF0	C8LHLC9809		
GVWF	3	EQUIPMENT TYPE (CHECK)) .						
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1	Current F	Registration		4000 CVC	1		Parking Brake		TOTAL TOTAL STREET, ST	26451 CVC
`	Headligh			24400 CVC			Windshield	E		26700 CVC
	Beam Inc			24408 CVC			Windshield Wip	ers	•	26706 CVC
1	Tail Lam			24600 CVC			Mirrors			26709 CVC
		Plate Lamp		24601 CVC			Horn			27000 CVC
	Stop Lam			24603 CVC			Exhaust System	n '		27150 CVC
4	Extension			24605 CVC			Fuel Cap			27155 CVC
-		amps (1969+)		24606 CVC)		Tire Tread			27465 CVC
+	Reflectors	s, Rear s, Front and Side (1968		24607 CVC	-	_	Fenders/Mud G	Guards		27600 CVC
1	Turn Sign)+)	24608 CVC	1		Broom			27700 CVC
-		e Lamps (>80" Wide)		24951 CVC	1		Shovel			27700 CVC
		arning Lights		25100 CVC		-	Fire Extinguishe	er 4B, C Rating		27700 CVC
		Devices (Reflectors)		25253 CVC	-		Safety Chains			29004 CVC
+	Service B			25300 CVC			Signs			27907 CVC
生政物	- OCIVICE D	A The state of	Charles Meditions	26311 CVC	ID O	TÜE	D COLUDNENT	o tekn firskantata nesessist	All 1 and Tendence of the Bay	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
	Flashlight	and the state of t	Saturber (Saksis)	SERVICE AN		INE	K EQUIPMENT Hydraulic Jack	1.10.2 (1.10.2)	Carlo Till Hely	日本政治、发生日本
	Wrecking	Bar (Large Pry Bar)	-		1		Tire Changing E	Caulament		
	Six (6) 30	-Minute Flares or 6 Ref	lectorized Cor	nes Min 12" Ht		-	Pubbor Mollet /	Hub Cap Tool (Cla	anna A and D)	
	Trash Car	ns & Absorbent (4 Gallo	n Minimum)	103, WIII. 12 TIL.				Classes A and B)	asses A and B)	
		s or Paper Towels	211 Will Initiatily				Motorcycle Stra			
1	Shop to T	ruck Communications (Cell phones /	2-way radio)		\dashv	Sledge Hamme	r (Classes B, C, ar	od DV	
1	Approved	Fuel Containers (Class	ses A and B) if	carried			Tool Kit	(Classes B, C, al	id D)	
	Booster B	attery or Hot Box		Carried			Reflective Safet	ν Attiro		
	3. 经通道		48157885F33	TOWI	NG E	QUI	PMENT		resident The Misk of	etarskirtike (koloni
1	Manufactu	urer Rating Plates		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	V	7.70	Wrecker Contro	ls	ar maneur parizone acres	strin skiller ister
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		Boom Assembly						, Hoses, Valves		TOTAL TOTAL SECTION
\		Assembly			1		Cable Sheaves			
\	Body and	Towing Equipment Mo	unting Bolts		1		Recovery Chain			
_		ting: 3,000 E	Boom Capacity	<i>/</i> :						
7.5		第四次,1000年,1000	17 Carlot of 500	WHEE	LL	ĘΤ	图数 136 台上15	ZXISTORAK	N 11 WIA 102 A	CONTRACTOR OF THE
_	Pivot Pin						'L" Arms			
7		Tie Down Safety Strap	s or Chains				Claw			
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1000		Assembly (Check for b	ent inner tube	s)			Sling Pads			
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL TOW TRUCK INSPECTION GUIDE

CHP 234B	(RAV	5-17)	OPI	061	

11.0	atri		ASS A	CIFICATIONS (By Class)
P	E 1	The compact of the section of the se		
-	-	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
+		4-Ton Boom Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	-	One 4-Ton Snatch Block		Two (2) Safety Chains 5/16" Alloy or OEM Specifications
-	4	Tow Dolly (with wheel tie down straps)		Wheel Lift Rating - Extended 3,000 Pounds
-	_	Steering Wheel Securement Device	_	Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
_	_	100' 3/8" 6 x 19 Wire Rope or OEM Specifications	-	1.00 (2) 5.155
75.50	PCS	100 3/8" 6 X 19 WILE ROPE OF OLIVI SPECIFICATIONS	CARCA	ARRIER
	1	Minimum 19,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
-	_	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Ramping Material
4	_	Loading Bridle with J/T Hooks	-	Adoquate or occurrence or temping
MANUE T	754	CLASS A CAR CA	DDIED	TWOVEHIOLE
3.7		CLASS A CAR OF	KRIEK	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
\	_	Minimum 23,500 Pound GVWR Chassis		2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
\		Loading Bridle with J/T Hooks	-	Adequate Crossbeams or Ramping Material
1		50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate 01055beath5 of Tramping Material
>		Alloy/OEM Spec & Wheel Straps - Towed Vehicle	1000	
		Cl	ASS B	Axle Covers/Caps
		Minimum 33,000 Pound GVWR Chassis		Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
		16-Ton Boom Rating		Truck Hitch/Tow Bai With 7,000 Found (Nating (if equipped)
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications	_ - -	Two (2) - 4"x6"x48" Crossbeams (minimum) Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 Will 31 Hooks
		Two 8-Ton Snatch Blocks	\rightarrow	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
		Air Brakes or Hydraulic W/Air Hookup Package		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
1		Air Hoses and Fittings		Safety Tie-Down Chains and Binders
\top	_	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
79.8	217	CLASS B	CARCA	ARRIER
	6,5	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16 Grade 70 of Octor Specifications
+	-	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
+	-	Loading Bridle with J/T Hooks		Adequate Cross Beams or Ramping Material
\dashv		Steering Wheel Securement Device		
430	100	C	LASS C	
8-1-5-2	457	Minimum 52,000 Pound GVWR Chassis	111	Tow Chains 5/8" Grade 70 or OEM Specifications
+	-	25-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)
-	_	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
+	_	Two (2) Safety Chains 5/8" Alloy or OEM Specifications	_	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
-	-	Two 12-Ton Snatch Blocks	-	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
+	_	Air Brakes W/Air Hookup Package	-	Aluminum Tow Angles (Minimum 2)
-	_			Safety Tie-Down Chains and Binders
_	_	Air Hoses and Fittings		Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
1		Steering Wheel Securement Device	+	Tow Sling 12,000 Pound Rating (if equipped)
	_	Axle Covers/Caps	L L	
			LASS D	Tow Chains 5/8" Grade 70 or OEM Specifications
		Minimum 54,000 Pound GVWR Chassis	\rightarrow	Two (2) 4"x6"x48" Crossbeams (Minimum)
		35-Ton Boom Rating		
		250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 10,000 Pounds Extended
	Т	Two 12-Ton Snatch Blocks		Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
		Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
		Air Hoses and Fittings		Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device		Tow Sling with 20,000 Pound Rating (if equipped)
7		Axle Cover/Caps		Under Lift / Fork Adapters w/Tie-Down Straps or Chains
		MAXIMUM LIFTING CAPACITY (MLC) CALCU	ILATIO	NS (Refer to HPM 81.2, Chapter 7, Annex B)
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	NUMBER	COMPANY	-				CA NUMBER	DOT NUMBER	LEGEND	
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GVWR		EQUIPMENT TYPE (CHECK)								
26,0		CONVENTION	HVG N ati dation				HITCH	WHEEL LIFT	☐ CAR (CARRIER
陰影	的物质等		REQ	UIREMENTS	FOR	ALL	CLASSES			
	TV v v v v v v v v v v v v v v v v v v v		CALIFO	RNIA VEHICLE	COL	DE RE	QUIREMENT	'S		
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V		Registration	02/24	4000 CVC	V	Pa	arking Brake			26451 CVC
1	Headlight			24400 CVC			/indshield			26700 CVC
7	Beam Ind			24408 CVC			indshield Wip	ers .		26706 CVC
1/	Tail Lamp			24600 CVC	V/		irrors			26709 CVC
1		Plate Lamp		24601 CVC	V/		orn			27000 CVC
\mathcal{L}	Stop Lam Extension			24603 CVC			khaust Syster	n		27150 CVC
		amps (1969+)		24605 CVC	1/		uel Cap			27155 CVC
1	Reflectors			24606 CVC	1/		re Tread			27465 CVC
<u>\</u>		s, Front and Side (1968		24607 CVC			enders/Mud G	luards		27600 CVC
1	Turn Sign		17)	24608 CVC	V/		oom			27700 CVC
'/		Lamps (>80" Wide)		24951 CVC 25100 CVC	1/		novel	4B 0 B #		27700 CVC
V		arning Lights			1/	FII	re Extinguishe	er 4B, C Rating		27700 CVC
1		Devices (Reflectors)		25253 CVC 25300 CVC	1		afety Chains			29004 CVC
V	Service Br	rakes		26311 CVC	+	Si	gns			27907 CVC
7.5			\$1,02500 SPVV 14	SERVICE AN	TO OT	HED	EOUIDMENT/	SETTING PARTS STORY	PACESTAL STATES	CHEST HAVE BEEN AND ALL LICENS
VII	Flashlight	Color Carlos	S AT A BOOK ST. CONT. S. S. S. S.	- OLIVIOLAII	1	H	/draulic Jack	deback Algorithm	30 30 名为基础	公司是一届的
V		Bar (Large Pry Bar)			+		re Changing I	Equipment		
V		Minute Flares or 6 Ref	lectorized Cone	s Min 12" Ht				Hub Cap Tool (Cl	acces A and B)	
$\sqrt{}$		ns & Absorbent (4 Gallo		0, 1411111 12 110	-	10	ckout Tools (Classes A and B)	asses A and b)	
		s or Paper Towels	THE INTERNATION OF THE PARTY		+		otorcycle Stra			
	Shop to Tr	ruck Communications (Cell phones / 2-	-way radio)	+			r (Classes B, C, a	nd D)	
	Approved	Fuel Containers (Class	ses A and B) if c	arried		To	nol Kit	W. 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10		
	-Booster Ba	attery or Hot Box				Re	eflective Safet	v Attire		
Z	为的特别是1	attery or Hot Box	CAST AND N	TOWI	NG E	QUIPN	MENT /	ler.	TO A CONTROL PROCESSOR	STRATEMENT S
v ,	Manufactu	irer Rating Plates		2000-000	1	W	recker Contro	ls	A SA CONTRACTOR OF A SANSANDERS	Charles and the second of the second
V/	Controls L				1			(if Equipped)		
V		loom Assembly			V			, Hoses, Valves		
1	Wheel Lift	Assembly			V		ble Sheaves		N .	
/	Body and	Towing Equipment Moi ing: ル E	unting Bolts		V	Re	covery Chair	V		
V	Winch Rat	ing: ILL E	Boom Capacity:	24h						
10				WHEE	L LIF	T 🦾	自由于自己的证明。	种类型 数多型	THE PERSONAL PROPERTY.	96 8 X (#7)
/	Pivot Pin				V	"L"	' Arms			
<u> </u>		Tie Down Safety Strap	s or Chains			Cla	aw	-		
47-114	(6 % (S) -	And the second sector	Market Day	CONVE	OITV	VAL	不愿: 卷小器	VC#244######	。2015年12月1日	
attheory of	Tow Sling	Assembly (Check for b	ent inner tubes			Sli	ng Pads			
使制物			实态等决定是	CAR C	ARRI			170年19月1日 1800年19		\$- XXXXX00
-	Carrier Bed						d Safety Lock	(
-	Bed Hinge				\vdash	Sli	de Pads			100
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL TOW TRUCK INSPECTION GUIDE

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+	Tow Sling "Minimum" 3,000 Pounds (if equipped) Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks Two (2) Safety Chains 5/16" Alloy or OEM Specifications Wheel Lift Rating - Extended 3,000 Pounds Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum) ARRIER 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets Adequate Crossbeams or Ramping Material TWO VEHICLE 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets			
V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V	Tow Sling "Minimum" 3,000 Pounds (if equipped) Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks Two (2) Safety Chains 5/16" Alloy or OEM Specifications Wheel Lift Rating - Extended 3,000 Pounds Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum) ARRIER 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets Adequate Crossbeams or Ramping Material			
V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V/ V	Tow Sling "Minimum" 3,000 Pounds (if equipped) Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks Two (2) Safety Chains 5/16" Alloy or OEM Specifications Wheel Lift Rating - Extended 3,000 Pounds Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum) ARRIER 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets Adequate Crossbeams or Ramping Material			
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+	Two (2) Safety Chains 5/16" Alloy or OEM Specifications Wheel Lift Rating - Extended 3,000 Pounds Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minlmum) ARRIER 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets Adequate Crossbeams or Ramping Material			
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+	Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minlmum) ARRIER 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets Adequate Crossbeams or Ramping Material TWO VEHICLE			
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RIER	TWO VEHICLE 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets			
	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets			
	2 Safety Chains 5/16* Alloy/OEM Spec & Wheel Straps - Towed Veh			
-	Adequate Crossbeams or Ramping Material			
1				
20 D	Axle Covers/Caps Axle Covers/Caps Axle Covers/Caps			
33,0	T Avia Covers/Cans			
-	Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)			
	Two (2) - 4"x6"x48" Crossbeams (minimum)			
	TWO (2) - 4 XO X46 Crosspearis (illillinging)			
	Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks			
	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended			
	Under Lift/Fork Adapters w/Tle-Down Straps or Chains			
	Safety Tie-Down Chains and Binders			
	Aluminum Tow Angles (Minimum 2)			
D C	ARRIER			
T C	4 Safety Chains 5/16" Grade 70 or OEM Specifications			
-	2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle			
4	Adequate Cross Beams or Ramping Material			
	*			
SS C				
	Tow Chains 5/8" Grade 70 or OEW Specifications			
	Two (2) 4"x6"x48" Crossbeams (Minimum)			
	Pintle Hook			
\vdash	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended			
	Under Lift/Fork Adapters w/Tie-Down Straps or Chains			
-	Aluminum Tow Angles (Minimum 2)			
-	Safety Tie-Down Chains and Binders			
-	Touch Histor Tour Por 42 000 Pound Poting (if equipped)			
	Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)			
	Tow Sling 12,000 Pound Rating (if equipped)			
SS D				
	Tow Chains 5/8" Grade 70 or OEM Specifications			
	Two (2) 4"x6"x48" Crossbeams (Minimum)			
	Pintle Hook			
	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended			
	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)			
	Aluminum Tow Angles (Minimum 2)			
	Safety Tie-Down Chains and Binders			
	Tow Sling with 20,000 Pound Rating (if equipped)			
	Under Lift / Fork Adapters w/Tie-Down Straps or Chains			
ATIO	NS (Refer to HPM 81.2, Chapter 7, Annex B)			
	OVER HANG (OH), IN INCHES			
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550	ER	QUALITY TOWI	NG				CA NUMBER CA 502554	DOT NUMBER 2983622	LEGEND	
YEAR MAKE								2903022	P = Pass	F = Fall
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5,500		CONVENTIO	(A)	ERLIFT]TRU	СК НІТСН	WHEEL LIFT	⊠ CAR C	CARRIER
							L CLASSES		2207177 1980	
			CALIFO	RNIA VEHICLE	CC	DE	REQUIREMENT	'S		
			1	多數學是因的	P	F		建设成功 法。	107 5 S 1880 N. 30	Par et Di
	urrent Re	gistration	1/23	4000 CVC	1/		Parking Brake		1	26451 CV
	eadlights		<u> </u>	24400 CVC			Windshield			26700 CV
	eam Indic	ator		24408 CVC			Windshield Wip	ers		26706 CV
	ail Lamps			24600 CVC			Mirrors	5.		26709 CV
	cense Pla			24601 CVC			Horn ·			27000 CV
	top Lamps			24603 CVC			Exhaust Systen	1		27150 CV
	xtension L			24605 CVC			Fuel Cap	•		27155 CV
		nps (1969+)		24606 CVC			Tire Tread			27465 CV
	eflectors,		<u></u>	24607 CVC	Z	1	Fenders/Mud G	uards		27600 CV
		Front and Side (196	68+)	24608 CVC	1		Broom			27700 C\
	ırn Signal			24951 CVC			Shovel			27700 C\
		amps (>80" Wide)		25100 CVC	1/	1	Fire Extinguishe	er 4B, C Rating		27700 C\
		ning Lights		25253 CVC	4		Safety Chains			29004 CV
		vices (Reflectors)		25300 CVC	K	18	Signs A	1955		27907 CV
	ervice Bra		** (200 27 * 550 - 40 * 57	26311 CVC				,		
	St. 1 1 1 2 1 1		SANGGAR E	SERVICE AN	ID C	THE	REQUIPMENT	群都-外流波。	光型為《於國際》	如今日春
	ashlight				K		Hydraulic Jack			
		ar (Large Pry Bar)			/		Tire Changing E			
50	x (6) 30-IV	linute Flares or 6 R	eflectorized Cone	s, Min. 12" Ht.	1				Classes A and B)	
		& Absorbent (4 Ga	lon Minimum)		1			Classes A and B)	
		or Paper Towels			1		Motorcycle Stra			
Sn	op to Tru	ck Communications	(Cell phones / 2-	way radio)	1			r (Classes B, C, a	and D)	
, Ap	proved Fi	uel Containers (Cla	sses A and B) if c	arried	/		Tool Kit			
		tery or Hot Box	ATELS A SERVICE STATE OF THE	The Partie Colonia			Reflective Safet	y Attire		
75 (2)	ar er madao		CHARLES VILLE	TOW	NG				《《数》(《新版》)	需要要求
		r Rating Plates			4		Wrecker Contro			
	ntrols Lat				1		Throttle Control			
		om Assembly			/			, Hoses, Valves		
	heel Lift A				/		Cable Sheaves			N 9
Bo	dy and To	wing Equipment M		4	/	\perp	Recovery Chain			
wVVI	nch Ratin	g: <i>BK</i>	Boom Capacity:							
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	ot Pin		- 3		/		"L" Arms			
VVr	neel Lift Ti	e Down Safety Stra					Claw			11242. V
# 1940	- 37 38.	\$194.18 42 11 43 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	1 to 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CONVE	NTIC			G-96. 4.0Mot 11.3	是完了这个孩子会外	《各种线点数
10	w Sling A	ssembly (Check for	bent inner tubes)				Sling Pads			
14/	WEIGHT NEW			CAR C	ARF				的位于中国	
	rrier Bed	Frame			1		Bed Safety Lock			
	d Hinges						Slide Pads			
	ading Brid	le .		/ /	Ĺ					17.65
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL TOW TRUCK INSPECTION GUIDE

	NT SPECIFICATIONS (By Class) CLASS A
P F State of the s	
Minimum 14,000 Pound GVWR Chassis	Tow Silng "Minimum" 3,000 Pounds (if equipped)
4-Ton Boom Rating	Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
One 4-Ton Snatch Block	Two (2) Safety Chains 5/16" Alloy or OEM Specifications
Tow Dolly (with wheel tie down straps)	Wheel Lift Rating - Extended 3,000 Pounds
Steering Wheel Securement Device	Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
100' 3/8" 6 x 19 Wire Rope or OEM Specifications	
100 0/8 0 X 19 WHE HODE OF OLIVI OPCOME CHASE	A CAR CARRIER
Minimum 19,000 Pound GVWR Chassis	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratche
50' 3/8" 6 x 19 Wire Rope or OEM Specifications	Adequate Crossbeams or Ramping Material
Loading Bridle with J/T Hooks	/ / / / / / / / / / / / / / / / / / /
Class A CAD	CARRIER TWO VEHICLE
Minimum 23,500 Pound GVWR Chassis	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchet
	2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
Loading Bridle with J/T Hooks	Adequate Crossbeams or Ramping Material
50' 3/8" 6.x 19 Wire Rope or OEM Specifications	Adequate of coopeanie of Transping material
Alloy/OEM Spec & Wheel Straps - Towed Vehicle	
1	CLASS B Axle Covers/Caps
Minimum 33,000 Pound GVWR Chassis	Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
16-Ton Boom Rating	Two (2) - 4"x6"x48" Crossbeams (minimum)
150' 7/16" 6 x 19 Wire Rope or OEM Specifications	Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
Safety Chains 1/2" Alloy or OEM Specifications	10W Chains Willimmum 1/2 Grade 70 Will 31 Hooks
Two 8-Ton Snatch Blocks	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
Air Brakes or Hydraulic W/Air Hookup Package	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
Air Hoses and Fittings	Safety Tie-Down Chains and Binders
Steering Wheel Securement Device	Aluminum Tow Angles (Minimum 2)
CLASS	B CAR CARRIER
Minimum 33,000 Pound GVWR Chassis	4 Safety Chains 5/16" Grade 70 or OEM Specifications
50' 3/8" 6 x 19 Wire Rope or OEM Specifications	2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
Loading Bridle with J/T Hooks	Adequate Cross Beams or Ramping Material
Steering Wheel Securement Device	
Contract to the contract the contract to the c	CLASS C
Minimum 52,000 Pound GVWR Chassis	Tow Chains 5/8" Grade 70 or OEM Specifications
25-Ton Boom Rating	Two (2) 4"x6"x48" Crossbeams (Minimum)
200' 5/8" 6x19 Wire Rope or OEM Specifications	Pintle Hook
Two (2) Safety Chains 5/8" Alloy or OEM Specifications	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
Two 12-Ton Snatch Blocks	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
Air Brakes W/Air Hookup Package	Aluminum Tow Angles (Minimum 2)
Air Hoses and Fittings	Safety Tie-Down Chains and Binders
Steering Wheel Securement Device	Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
Axle Covers/Caps	Tow Sling 12,000 Pound Rating (if equipped)
Axie Covers/Caps	CLASS.D
Minimum 54,000 Pound GVWR Chassis	Tow Chains 5/8" Grade 70 or OEM Specifications
	Two (2) 4"x6"x48" Crossbeams (Minimum)
35-Ton Boom Rating	Pintle Hook
250' 3/4" 6x19 Wire Rope or OEM Specifications	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
Two (2) Safety Chains 5/8" Alloy or OEM Specifications	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
Two 12-Ton Snatch Blocks	
Air Brakes W/Air Hookup Package	Aluminum Tow Angles (Minimum 2)
Air Hoses and Fittings	Safety Tie-Down Chains and Binders
Steering Wheel Securement Device	Tow Sling with 20,000 Pound Rating (if equipped)
Axle Cover/Caps	Under Lift / Fork Adapters w/Tie-Down Straps or Chains
MAXIMUM LIFTING CAPACITY (MLC) CAL	CULATIONS (Refer to HPM 81.2, Chapter 7, Annex B)
RONT AXLE WEIGHT (FAW), UNLADEN WHEEL BASE (WB), IN IN	NCHES ; OVER HANG (OH), IN INCHES
DRMULA	
	-100
1/2 FAW: x WB:	÷ BY OH: = MLC:
ASS OF VEHICLE BASED ON THE MLC	

AREA NUMBER	COMPANY	IG.				CA NUMBER	DOT NUMBER	LEGEND	
650 YEAR	QUALITY TOWING MAKE MODEL LICENSE NUMBER MODEL NUMBER M				CA502554	2983622	P = Pass	F = Fall	
2020	FREIGHTLINER	M2	2 98995V2			VIN	CO 111 C0011		
SVWR	EQUIPMENT TYPE (CHECK					IFVACWE	C6LHLC9811		
25,500	CONVENTION		RLIFT	П	RUC	C HITCH	WHEEL LIFT	⊠ CAR C	ARRIER
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14855 Q 1000 N	发展的现在分词形式,可是不是是一个人的。		RNIA VEHICLE					20.000 ENAMED TO	的数据等的
FIGUR		CALIFO	Print Administration of the Control				8	alindroto, compressors es	s constair ages anne
	ent Registration	112	4000 CVC	1		arking Brake		RESERVED TO A PROPERTY	
	dlights	101	24400 CVC	H		Vindshield			26451 CV
	n Indicator		24408 CVC	1		Vindshield Wip	ore		26700 CV
	Lamps		24600 CVC	1		Virtustileia vvip	612		26706 CV 26709 CV
	nse Plate Lamp		24601 CVC	1		lorn			27000 CV
	Lamps		24603 CVC	/		xhaust Systen	n		27150 CV
Exte	nsion Lights		24605 CVC	/		uel Cap	9		27155 CV
Back	(up Lamps (1969+)		24606 CVC	1		ire Tread			27465 CV
	ectors, Rear		24607 CVC	/		enders/Mud G	uards		27600 CV
	ectors, Front and Side (1968	3+)	24608 CVC	17	В	room			27700 CV
	Signals		24951 CVC			hovel			27700 CV
	rance Lamps (>80" Wide)		25100 CVC	1			er 4B, C Rating	14	27700 CV
	er Warning Lights		25253 CVC	1		afety Chains			29004 CV
	ning Devices (Reflectors)		25300 CVC	1	S	igns			27907 CV
	Ice Brakes	The course of the second of th	26311 CVC-	-					
			SERVICE AN	D.OT			AND BUILDING	数数数据的工作	机物物源性
	nlight	•		/		ydraulic Jack			
Wrec	cking Bar (Large Pry Bar)			1		re Changing E			
SIX (6) 30-Minute Flares or 6 Re	flectorized Cone	s, Min. 12" Ht.	14	Rubber Mallet / Hub Cap Tool (Classes A and B)				
	h Cans & Absorbent (4 Gall		Lockout Tools (Classes A and B) Motorcycle Straps (Class A)						
	Rags or Paper Towels	(O-II -b / O		/					
	to Truck Communications oved Fuel Containers (Clas						r (Classes B, C, a	nd D)	
	ter Battery or Hot Box	ses A and b) ii c	arried	/		ool Kit	. A4:		
E-125 12/0/6/		3884/3000 AVENUE A	TOWN	IG E	OUID	eflective Safet	y Ature	TO PERSONAL PROPERTY	e e constituente au
Manu	Ifacturer Rating Plates	esta territare and expension	·		IA	recker Contro	le	SO UNICHE DESIGNA	ntest tracto
	rols Labeled								
	ker Boom Assembly			1	Throttle Control (if Equipped) Hydraulic Rams, Hoses, Valves				
	el Lift Assembly			1	Cable Sheaves				
Body	and Towing Equipment Mo	unting Bolts				ecovery Chain			
Wind	h Rating:	Boom Capacity:			1				
建制作域			WHEE	L LIF	J.	TO THE STATE OF	· AND AND AND AND AND AND AND AND AND AND	ELEROMONICO E	40. 森口寶. 唐
Pivot					"L	" Arms			A
² Whee	el Lift Tie Down Safety Strap	os or Chains	,		C	aw			
	· 在企业的企业的企业。	MARKIE GARREST	CONVEN	IOITI	NAL :	療為計畫線製品	· 数文点: A970	A CONTRACTOR OF THE	ATT THE
	Sling Assembly (Check for I	pent inner tubes)			SI	ing Pads			
		er gegrefere ar	CAR CA	ARRI			May or of Siland	。1997年,于其代明	建筑等
	er Bed Frame			1		ed Safety Lock	•		
	Hinges			1	SI	ide Pads			
	ng Bridle			/			4		
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PECTED BY (N.	AME & I.D. NUMBER)	20497	DATE	11	11	22 TOWOR	PER LOR'S SIGNATURE		
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e 1 of 2			Destroy Prev	lous E	Edition	is /	0		Chp234B 0419.
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TOW TRUCK INSPECTION GUIDE

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CLID	2245	/Day	E 47	ODL	061	

	TOW TRU	CK EQUIPMENT SP	ECI	FICATIONS (By Class)				
130000	2 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may 10 may	CLASS	S A					
PIF	F Carlon Company of Company	P	F					
	Minimum 14,000 Pound GVWR Chassis			l Tow Sling "Minimum" 3,000 Pounds (if equipped)				
-	4-Ton Boom Rating			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks				
_	One 4-Ton Snatch Block			Two (2) Safety Chains 5/16" Alloy or OEM Specifications				
-	Tow Dolly (with wheel tie down straps)		-	Wheel Lift Rating - Extended 3,000 Pounds				
+	Steering Wheel Securement Device		1	Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)				
-	100' 3/8" 6 x 19 Wire Rope or OEM Specific	ations						
electron o		CLASS A CAR	CAL	RRIER				
V/222	Minimum 19,000 Pound GVWR Chassis	T/	7	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets				
	50' 3/8" 6 x 19 Wire Rope or OEM Specifica	tions	-	Adequate Crossbeams or Ramping Material				
	Loading Bridle with J/T Hooks	10115	+	7 tabquate 5,555,5 and 5.				
4	Loading Bridle With 3/1 Hooks	CLASS A CAR CARRI	CO T	WO VEHICLE				
	Minimum 23,500 Pound GVWR Chassis	CLASS A CAR CARRIE	EK.I	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets				
	Minimum 23,500 Pound GVVVR Chassis		+	2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh				
3	Loading Bridle with J/T Hooks	0	+	Adequate Crossbeams or Ramping Material				
	50' 3/8" 6 x 19 Wire Rope or OEM Specifica	tions	+	Adequate Crosspeams of Kamping Material				
	Alloy/OEM Spec & Wheel Straps - Towed Ve	enicle	775	CONTRACTOR CONTRACTOR				
1000		CLASS	B					
	Minimum 33,000 Pound GVWR Chassis			Axle Covers/Caps				
	16-Ton Boom Rating			Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)				
	150' 7/16" 6 x 19 Wire Rope or OEM Specifi	cations		Two (2) - 4"x6"x48" Crossbeams (minimum)				
-	Safety Chains 1/2" Alloy or OEM Specification	ons		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks				
+	Two 8-Ton Snatch Blocks			Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended				
-	Air Brakes or Hydraulic W/Air Hookup Packa	age	+	Under Lift/Fork Adapters w/Tie-Down Straps or Chains				
- 10	Air Hoses and Fittings	.90	_	Safety Tie-Down Chains and Binders				
-	Steering Wheel Securement Device		+	Aluminum Tow Angles (Minimum 2)				
5 B 4	Steering wheel Securement Device	CLASS P.CAD	CAL	RRIER				
	Lati to 000 December OVAND Changing	CLASS D CAR	LOAI	4 Safety Chains 5/16" Grade 70 or OEM Specifications				
	Minimum 33,000 Pound GVWR Chassis	0	-	2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle				
	50' 3/8" 6 x 19 Wire Rope or OEM Specifica	tions	-	Adequate Cross Beams or Ramping Material				
	Loading Bridle with J/T Hooks		-	Adequate Cross Beams of Kamping Material				
	Steering Wheel Securement Device		1.					
1	The first the second of the second second second	CLASS	S C	LT-u Chaire FIGU Credo 70 or OEM Specifications				
	Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/6 Grade /0 of OEW Specifications				
	25-Ton Boom Rating	N.		Two (2) 4"x6"x48" Crossbeams (Minimum)				
	200'-5/8" 6x19 Wire Rope or OEM Specifica	tions		Pintle Hook				
_	Two (2) Safety Chains 5/8" Alloy or OEM Sp	pecifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended				
	Two 12-Ton Snatch Blocks			Under Lift/Fork Adapters w/Tie-Down Straps or Chains				
-	Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)				
	Air Hoses and Fittings		_	Safety Tie-Down Chains and Binders				
-	Steering Wheel Securement Device		\top	Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)				
	Axle Covers/Caps		1-	Tow Sling 12,000 Pound Rating (if equipped)				
10.134	Axie covers/caps	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	i n					
2012		AND AND AND AND AND AND AND AND AND AND	, U	Tow Chains 5/8" Grade 70 or OEM Specifications				
1	Minimum 54,000 Pound GVWR Chassis		-	Two (2) 4"x6"x48" Crossbeams (Minimum)				
	35-Ton Boom Rating	tions	-	Pintle Hook				
	250' 3/4" 6x19 Wire Rope or OEM Specifica	tions	-	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended				
	Two (2) Safety Chains 5/8" Alloy or OEM Sp	pecifications	_	Under Lift Rating - 32,000 Pounds / 10,000 Pounds Extended				
	Two 12-Ton Snatch Blocks		_	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)				
	Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)				
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders					
	Steering Wheel Securement Device			Tow Sling with 20,000 Pound Rating (if equipped)				
	Axle Cover/Caps			Under Lift / Fork Adapters w/Tie-Down Straps or Chains				
	MAXIMUM LIFTING CAPACITY		ION	IS (Refer to HPM 81.2, Chapter 7, Annex B)				
FRON	NT AXLE WEIGHT (FAW), UNLADEN W-	IEEL BASE (WB), IN INCHES		OVER HANG (OH), IN INCHES				
FORM	MULA			es es				
	A TOTAL			Y OH: = MLC:				
1/2	2 FAW: x WB:		- B	Y OH: = MLC:				
CLASS	SS OF VEHICLE BASED ON THE MLC							

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650	EA NUMBER COMPANY						CA NUMBER	DOT NUMBER	LEGEND	
		QUALITY TOWING	3				CA502554	2983622	(P = Pass)	F = Fail
EAR		MAKE	MODEL	LICENSE NUMB	ER		VIN			
2018		HINO	258LP	08830H2			5PVNJ8JN9	DJ4S53033		
WR		EQUIPMENT TYPE (CHECK AF			_			5	F1 92.00	
25,50	0	CONVENTIONA	L UNDERL	IFT	Ш	TRU	JCK HITCH	WHEEL LIFT	⊠ CAR C	ARRIER
4.000			REQUIE	REMENTS	FOF	èΔ	LL CLASSES	确心是否是未来		Water States
J. Garlian	odes parameter	STABILITY SHITTANE CONTRACTOR					REQUIREMEN		403.00030,00000000	000-0018904-000850
F	0.18.47			1991/1935					en de de la company	4. 11. 15. 15. 15.
	Current Re	gistration 4/2	3	4000 CVC	1	1	Parking Brake	ALM: NAME OF THE OWNER, THAT	April 1 m. of Parkage Village 18	26451 CVC
	Headlights			24400 CVC	1		Windshield			26700 CVC
	Beam India			24408 CVC	1		Windshield Windshield	pers		26706 CVC
	Tail Lamps			24600 CVC	/	1	Mirrors			26709 CVC
1	License Pla			24601 CVC	1/		Horn			27000 CVC
	Stop Lamp			24603 CVC	Z		Exhaust System	n		27150 CVC
1	Extension I			24605 CVC	1		Fuel Cap			27155 CVC
		mps (1969+)		24606 CVC	Z	,	Tire Tread	VIII	(00)	27465 CVC
	Reflectors,			24607 CVC	K,		Fenders/Mud C	Buards .		27600 CVC
		Front and Side (1968+		24608 CVC	K	Н	Broom			27700 CVC
1	Turn Signa			24951 CVC	K	H	Shovel	4D C D-"		27700 CVC
		Lamps (>80" Wide)	Commence of the Commence of th	25100 CVC	K,			er 4B, C Rating		27700 CVC
1	Amber vvai	ning Lights		25253 CVC	V.	\vdash	Safety Chains			29004 CVC
+		evices (Reflectors)		25300 CVC	1		Signs			27907 CVC
7.38500	Service Bra	ikes		26311 CVC	D 0	Til	D FOUDBLENT	Sec. 1985-19 (1984)	KON HEND DESPRES DIRECTO	trust decreases of goart
ΤÄ	Flashlight	Z (40 (N 940)0560/24(457)	ADROGRAM OF A SECTION	SERVICE AN	U	Inc		Person i diak dia		图
1		sar (Large Pry Bar)			1	-	Hydraulic Jack			
4-1		Minute Flares or 6 Refle	actorized Copes I	Min 10" LIt	4	\vdash	Tire Changing	⊑quipment ′ Hub Cap Tool (Cl:	ossos A === 1 D)	
N .		& Absorbent (4 Gallor		VIII. 12 FIL.	$^{\prime}$	\vdash		(Classes A and B)	asses A and B)	
+		or Paper Towels	ii wiiiiiiiiiiii			1	Motorcycle Stra			
4		uck Communications (Cell phones / 2 wa	v radio)	1	11		er (Classes B, C, ar	nd D)	
+		uel Containers (Classe			1	17	Tool Kit	(Classes D, C, al	IU D)	
4		ttery or Hot Box	os A and b) il can	ieu	1		Reflective Safe	ty Attiro		
Carin N	Booster Ba	ttery or not box	第 《元·286》第1198	TOWN	IG I	FOL	IDMENT	ty Attire	M ANGENERA CONT.	A46603.3
1 1	Manufactur	er Rating Plates	CO M. LONDING DATE.			V	Wrecker Contro	ile	tiz meta ane antigat, ne	
1	Controls La				1		Throttle Contro			
1		oom Assembly			/			s, Hoses, Valves		
1	Wheel Lift A				1		Cable Sheaves	5,110000, 101100		
1		owing Equipment Mou	inting Bolts				Recovery Chair			
1	Winch Ratin		oom Capacity:				110001011 011011		7	
	4 15 18 1	Was to be to the	被据的的概要的 。	WHEE	LL	IFT		6. (King of the 1866)	A Francisco Association	SECTION SOURCE
11	Pivot Pin		200 100 100 100 100	220 20 20 20 20 20 20 20 20 20 20 20 20			"L" Arms		ALLES TO SEE TO	1
1		Tie Down Safety Straps	s or Chains				Claw	1		
	State and		2.521 (#244 Sk	CONVEN	VTIC	ANC		如此成为沙虫	A MASING TO	14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		Assembly (Check for be	ent inner tubes)				Sling Pads		and the second	0.3385 40 0.755.3
	中型。使有	建设 体 医二十二十二	7 - 5 - 5 - 40 - 30 -	CAR CA	ARF	RIEF		electronic de la company	1.0000000000000000000000000000000000000	化工士等解码
1	Carrier Bed	Frame			/		Bed Safety Loc	k		
1	Bed Hinges	Carana and the second			7		Slide Pads	Security Control (November 2)		
1	Loading Bri	dle		, 11	5				13	
OMMEN	TS KIN	ORAG 1	SCHT5	10K KM			360-15-15-15-15-15-15-15-15-15-15-15-15-15-	1.ESE 1	DXNE.	00 2/21
	OCA L	A LA DANIE	10111	r A DEC	~	- 1	10/ ld	UNI 1	0012	10 1191
77	1001	MIN DAMKE	ND/ 1	1186		\mathbb{Z}_{-}	105 KM			
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SPECTE	D BY (NAME & I.	D. NUMBER)	107	DATE	= 1	c.f.	for Itowa	PERATOR'S SIGNATURE	\sim	
SPECTE	ED BY (NAME & I.	D. NUMBER) ZO	497	DATE	Cf	1/1	1/23 TOWE	PERATOR'S SIGNATURE	Q	*

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		TOW TRUCK EQUIPMENT CL/	ASS A	_	
PI	- 1400		P	F	
•		nimum 14,000 Pound GVWR Chassis			Tow Sling "Minimum" 3,000 Pounds (if equipped)
-		on Boom Rating		\neg	Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
+		e 4-Ton Snatch Block			Two (2) Safety Chains 5/16" Alloy or OEM Specifications
-	Tov	w Dolly (with wheel tie down straps)	\top		Wheel Lift Rating - Extended 3,000 Pounds
	Ste	ering Wheel Securement Device	\top		Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48" (Minimum)
-	100	0' 3/8" 6 x 19 Wire Rope or OEM Specifications	\Box		
12.00	ah an	CLASS A.C	AR C	AF	RRIER
7	Min	nimum 19,000 Pound GWWR Chassis	1		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
/		3/8" 6 x 19 Wire Rope or OEM Specifications	1		Adequate Crossbeams or Ramping Material
/	Loa	ading Bridle with J/T Hooks			
SER		GLASS A CAR CAF	RRIEF	R T	WO VEHICLE
	Min	nimum 23,500 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
		ading Bridle with J/T Hooks			2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
	50'	3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Ramping Material
	Allo	by/OEM Spec & Wheel Straps - Towed Vehicle			
	MARY.		ASS E	3 .	
T	Min	nimum 33,000 Pound GVWR Chassis			Axle Covers/Caps
		Ton Boom Rating			Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
		7/16" 6 x 19 Wire Rope or OEM Specifications			Two (2) - 4"x6"x48" Crossbeams (minimum)
	Saf	fety Chains 1/2" Alloy or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		o 8-Ton Snatch Blocks			Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
	Air	Brakes or Hydraulic W/Air Hookup Package			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	Аіг	Hoses and Fittings	-		Safety Tie-Down Chains and Binders
\neg	Ste	ering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
The second	1979	CLASS B C	AR C	AR	RRIER
	Min	nimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or OEM Specifications
\neg	50'	3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
		ading Bridle with J/T Hooks			Adequate Cross Beams or Ramping Material
\neg		ering Wheel Securement Device			
· Add	1.33	CLA	ASS C		CONTRACTOR AND AND AND AND AND AND AND AND AND AND
		nimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
\top	25-	Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)
	200	5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
	Two	o (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two	o 12-Ton Snatch Blocks			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air	Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
	Air	Hoses and Fittings	\Box		Safety Tie-Down Chains and Binders
	Ste	ering Wheel Securement Device	100		Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
		e Covers/Caps			Tow Sling 12,000 Pound Rating (if equipped)
7.3	0.003	CLA	ASS E)	
T	Min	nimum 54,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
\neg	35-	Ton Boom Rating	\Box		Two (2) 4"x6"x48" Crossbeams (Minimum)
	250	0' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
\neg	Two	o (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		o 12-Ton Snatch Blocks			Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
_		Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
		Hoses and Fittings			Safety Tie-Down Chains and Binders
		ering Wheel Securement Device		=8	Tow Sling with 20,000 Pound Rating (if equipped)
		e Cover/Cans			Under Lift / Fork Adapters w/Tie-Down Straps or Chains
		MAXIMUM LIFTING CAPACITY (MLC) CALCUL	A 18 - 18	N	S (Refer to HPM 81.2, Chapter 7, Annex B)
FRON	I AXLE \	WEIGHT (FAW), UNLADEN WHEEL BASE (WB), IN INCHES	DX		OTEN INTO (OT), IT INDIES
FORM	ULA				
1/2	FAW:	x WB:	÷	В	Y OH: = MLC:

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AREA NUMBER		COMPANY				CA NUMBER	DOT NUMBER	LEGEND	
650		QUALITY TOWING				CA502554	2983622	P = Pass	F = Fall
YEAR		MAKE	MODEL	LICENSE NUME	BERA. /	VIN			, , an
2017		DODGE	5500	SO162E2	378644	3C7WRMD	LXHG607688		
GVWR		EQUIPMENT TYPE (CHECK AP	PROPRIATE BOX)			1		-	
		CONVENTIONAL		LICT	-	OK LUTOU	DWIEL HET	[V] out o	ADDIED
19,500		□ COMA EM HOMAL	. UNDER	LIFI	□ IKU	CK HITCH	WHEEL LIFT	X CAR C	ARRIER
PARKER	松標		REOU	REMENTS	FOR AT	L CLASSES	AND SERVICE OF SERVICE	发音型的复数形式	化 等研究的
CONTRACTOR SERVICES	15.41.6	istanting which is a second				REQUIREMEN		there is the star of the star of	20mm(1)
PJF		/		GILLE TO			13	EGE, A DE PERSONAL N. V. S	THE LONG STATEMEN
110 40 1000 17100	AND ASSESSMENT	istration 03/2	\mathcal{L}	4000 CVC		Parking Brake	Militar edit. Zarak - 13 - 41.	e de la companya della companya della companya de la companya dell	The same of the sa
Head		Journal 6 7/	<i>T</i>	24400 CVC		Windshield			26451 CVC
	Indica	ator ·		24408 CVC		Windshield Windshield Windshield	oere		26700 CVC 26706 CVC
V Tail L		, , , , , , , , , , , , , , , , , , ,	**	24600 CVC		Mirrors	3013		26709 CVC
		te Lamp		24601 CVC		Horn		W	27000 CVC
	Lamps			24603 CVC		Exhaust System	m		27150 CVC
	sion Li			24605 CVC		Fuel Cap	***		27155 CVC
		ips (1969+)		24606 CVC		Tire Tread	(0 -0		27465 CVC
	ctors, F		-	24607 CVC		Fenders/Mud C	Guards	****	27600 CVC
		ront and Side (1968+)	24608 CVC		Broom			27700 CVC
	Signals			24951 CVC		Shovel	W		27700 CVC
		amps (>80" Wide)		25100 CVC			er 4B, C Rating		27700 CVC
		ning Lights		25253 CVC		Safety Chains			29004 CVC
		vices (Reflectors)		25300 CVC		Signs			27907 CVC
	e Brak			26311 CVC					21001 010
经基金的证据 3000000000000000000000000000000000000		HARRY STATE	动。拉尔第一数	SERVICE AN	ID OTHE	REQUIPMENT	AND SYLEGED AV	TV:3000 48000)	ENGLESCHEN
Flashi	light					Hydraulic Jack		ALC: 104 Sec. 11 (1982) 12:03	Committee Commit
		ar (Large Pry Bar)				Tire Changing			
V/ Six (6	30-M	inute Flares or 6 Refle	ctorized Cones,	Min. 12" Ht.			Hub Cap Tool (Cla	asses A and B)	
		& Absorbent (4 Gallon					(Classes A and B)		
Shop	Rags	or Paper Towels				Motorcycle Stra			- T.
		ck Communications (C			/	Sledge Hamme	er (Classes B, C, ar	nd D)	
		uel Containers (Classe	s A and B) if car	ried		Tool Kit			
Boost	er Batt	ery or Hot Box			V	Reflective Safe	ty Attire		
			别是在自由的特别。	TOW	NG EQUI	PMENT	Example 65-1	\$13:"你们的"\$P\$	在数1110-13
		r Rating Plates				Wrecker Contro	ols		
	ols Lab					Throttle Contro			
		om Assembly					s, Hoses, Valves		
		ssembly			1	Cable Sheaves			2.
Body a	and To	owing Equipment Mour	nting Bolts	1-1	V	Recovery Chai	n		
V Winch	Ratin	g: ► A Bo	om Capacity: /						
1				WHE	LLIFT	aradox inc		LINEAL NOOF	
// Pivot I						"L" Arms			
▼ Whee	Lift II	e Down Safety Straps				Claw	APAS PARAMETER NO. 11.	E	- Area and
	ten marin			CONVE			发生,数据数据。	多数对于主作的	
10W S	ling As	ssembly (Check for be				Sling Pads	a Tarana a Tarana a Marina a Marina	offiger et an annual services in the services	o motion expenses. I
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_ Ded II		llo.		¥		Slide Pads			
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INSPECTED BY (NA	NED	15443		LAI A	1.10.2	23	SECULIATIONS SIGNATURE		***
Page 1 of 2				Destroy Pro					•

CHP 234B (Rev. 5-17) OPI 061

Minimum 14,000 Pound GVWR Chassis 4-Ton Boom Rating One 4-Ton Snatch Block Tow Dolly (with wheel tie down straps) Steering Wheel Securement Device 100' 3/8" 6 x 19 Wire Rope or OEM Specifications	SS A	
Minimum 14,000 Pound GVWR Chassis 4-Ton Boom Rating One 4-Ton Snatch Block Tow Dolly (with wheel tie down straps) Steering Wheel Securement Device		Tow Sling "Minimum" 3,000 Pounds (if equipped)
4-Ton Boom Rating One 4-Ton Snatch Block Tow Dolly (with wheel tie down straps) Steering Wheel Securement Device		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
One 4-Ton Snatch Block Tow Dolly (with wheel tie down straps) Steering Wheel Securement Device		TOW CHAIRS WITHINGTH STO CHACE TO WITH ST FISCHS
Tow Dolly (with wheel tie down straps) Steering Wheel Securement Device	1 1	Two (2) Safety Chains 5/16" Alloy or OEM Specifications
Steering Wheel Securement Device		
	-	Wheel Lift Rating - Extended 3,000 Pounds
1 100' 3/8" 6 v 10 Wire Rone or OFM Specifications	1	Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
100 0/0 0 X 10 VVII C TOPE OF CELIVI OPCOMEDICATION		the state of the s
CĻASS A C	AR,C	ARRIER
Minimum 19,000 Pound GVWR Chassis 19.5 h	1/	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchet
50' 3/8" 6 x 19 Wire Rope or OEM Specifications	1	Adequate Crossbeams or Ramping Material
Loading Bridle with J/T Hooks		
CLASS A CAR CAR	RIER	TWO VEHICLE
Minimum 23,500 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
Loading Bridle with J/T Hooks		2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
		Adequate Crossbeams or Ramping Material
Allov/OEM Spec & Wheel Straps - Towed Vehicle	17.	
CITY	SS B	
Minimum 33 000 Pound GVAVR Chassis	T	Axle Covers/Caps .
		Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
150' 7/16" 6 v 10 Mire Pene or OEM Specifications	-	Two (2) - 4"x6"x48" Crossbeams (minimum)
	-	Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	-	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
	-	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	-	
		Safety Tie-Down Chains and Binders
Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	AR C	ARRIER
		4 Safety Chains 5/16" Grade 70 or OEM Specifications
		2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
Loading Bridle with J/T Hooks		Adequate Cross Beams or Ramping Material
Steering Wheel Securement Device		
CLA	SS C	
Minimum 52,000 Pound GVWR Chassis	TT	Tow Chains 5/8" Grade 70 or OEM Specifications
		Two (2) 4"x6"x48" Crossbeams (Minimum)
		Pintle Hook
		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	+	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	-	Aluminum Tow Angles (Minimum 2)
	++	Safety Tie-Down Chains and Binders
	-	Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
	+	Tow Sling 12,000 Pound Rating (if equipped)
	ISS D	the state of the s
	\vdash	Tow Chains 5/8" Grade 70 or OEM Specifications
35-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)
		Pintle Hook
Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
Two 12-Ton Snatch Blocks		Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
		Safety Tie-Down Chains and Binders
		Tow Sling with 20,000 Pound Rating (if equipped)
	1	Under Lift / Fork Adapters w/Tie-Down Straps or Chains
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		OVER HANG (OH), IN INCHES
AXLE WEIGHT (FAW), UNLADEN WHEEL BASE (WB), IN INCHES		OVER TANG (OIT), IN INCIDES
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∆\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	÷	BY OH: = MLC:
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications Alloy/OEM Spec & Wheel Straps - Towed Vehicle "CLA" Minimum 33,000 Pound GVWR Chassis 16-Ton Boom Rating 150' 7/16" 6 x 19 Wire Rope or OEM Specifications Safety Chains 1/2" Alloy or OEM Specifications Two 8-Ton Snatch Blocks Air Brakes or Hydraulic W/Air Hookup Package Air Hoses and Fittings Steering Wheel Securement Device "CLASS B C. Minimum 33,000 Pound GVWR Chassis 50' 3/8" 6 x 19 Wire Rope or OEM Specifications Loading Bridle with J/T Hooks Steering Wheel Securement Device "CLASS B C. Minimum 52,000 Pound GVWR Chassis 25-Ton Boom Rating 200' 5/8" 6x19 Wire Rope or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two 12-Ton Snatch Blocks Air Brakes W/Air Hookup Package Air Hoses and Fittings Steering Wheel Securement Device Axle Covers/Caps "CLA" Minimum 54,000 Pound GVWR Chassis 35-Ton Boom Rating 250' 3/4" 6x19 Wire Rope or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two 12-Ton Snatch Blocks Air Brakes W/Air Hookup Package Air Hoses and Fittings Steering Wheel Securement Device Axle Covers/Caps "MAXIMUM LIFTING CAPACITY (MLC) CALCUL AXLE WEIGHT (FAW), UNLADEN WHEEL BASE (WB), IN INCHES	50' 3/8" 6 x 19 Wire Rope or OEM Specifications Alloy/OEM Spec & Wheel Straps - Towed Vehicle CLIASS B Minimum 33,000 Pound GVWR Chassis 16-Ton Boom Rating 150' 7/16" 6 x 19 Wire Rope or OEM Specifications Safety Chains 1/2" Alloy or OEM Specifications Two 8-Ton Snatch Blocks Air Brakes or Hydraulic W/Air Hookup Package Air Hoses and Fittings Steering Wheel Securement Device CLIASS B CAR C. Minimum 33,000 Pound GWWR Chassis 50' 3/8" 6 x 19 Wire Rope or OEM Specifications Loading Bridle with J/T Hooks Steering Wheel Securement Device CLIASS C Minimum 52,000 Pound GWWR Chassis 25-Ton Boom Rating 200' 5/8" 6x19 Wire Rope or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two 12-Ton Snatch Blocks Air Brakes W/Air Hookup Package Air Hoses and Fittings Steering Wheel Securement Device Axle Covers/Caps CLIASS D Minimum 54,000 Pound GWWR Chassis 35-Ton Boom Rating 250' 3/4" 6x19 Wire Rope or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two (2) Safety Chains 5/8" Alloy or OEM Specifications Two 12-Ton Snatch Blocks Air Brakes W/Air Hookup Package Air Hoses and Fittings Steering Wheel Securement Device Axle Covers/Caps MAXIMUM LIFTING CAPACITY (MLC) CALCULATIO MAXIMUM LIFTING CAPACITY (MLC) CALCULATIO WHEEL BASE (WB), IN INCHES AW: WHEEL BASE (WB), IN INCHES

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 5-17) OPI 061

AREA NUMBER				_					N
650	COMPANY QUALITY TO	WING				CA NUMBER CA502554	2983622	LEGEND	
EAR	MAKE	MODEL	LICENSE NUMB	ER		VIN	2983022	P = Pass	F = Fall
017	HINO .	258LP	57420J2			5PVNJ8JN9)H4S52779		
WR	EQUIPMENT TYPE (C	HECK APPROPRIATE BOX)			5	17 17 18 18 18			
5,500	CONVEN	TIONAL UNDE	ERLIFT		☐TRUCK HITCH ☐WHEEL LIFT ☑CAR CA				RRIER
		REQ	UIREMENTS I	FO	OR ALL CLASSES				
Le bakera cado	NATIONAL PROPERTY.	CALIFO	RNIA VEHICLE	CC	DDE	REQUIREMENT	S		A
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Beam India			24400 CVC		-	Windshield Windshield Windshield			26700 CV
Tail Lamps			24600 CVC	K	+	Mirrors	bers		26706 CV
License Pl			24601 CVC	1	-	Horn			26709 CV0 27000 CV0
Stop Lamp			24603 CVC	1	1	Exhaust Syster	n		27150 CV
Extension			24605 CVC	17	1	Fuel Cap			27155 CV
	mps (1969+)		24606 CVC	1	1	Tire Tread			27465 CV
Reflectors,			24607 CVC	1	-	Fenders/Mud G	Guards		27600 CV
Reflectors,	Front and Side ((1968+)	24608 CVC	1		Broom			27700 CV
Turn Signa			24951 CVC	/		Shovel			27700 CV
Clearance	Lamps (>80" Wid	de)	25100 CVC	7	•	Fire Extinguish	er 4B, C Rating		27700 CV
Amber Wa	rning Lights		25253 CVC	/		Safety Chains			29004 CV
Warning D	evices (Reflector	s)	25300 CVC	/	1	Signs			27907 CV
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Flashlight		. C		/	1	Hydraulic Jack			122.4 122.7 12.4
Wrecking E	Bar (Large Pry Ba	ar)		/		Tire Changing I	Equipment		
Six (6) 30-1	Minute Flares or	6 Reflectorized Cone	s, Min. 12" Ht.	/			Hub Cap Tool (Cl	asses A and B)	
		Gallon Minimum)					Classes A and B)		
	or Paper Towels			/		Motorcycle Stra			His all the second
Shop to Tru	uck Communicati	ions (Cell phones / 2-	-way radio)	/			r (Classes B, C, ar	nd D)	
		Classes A and B) if o	arried			Tool Kit			
Booster Ba	ttery or Hot Box			1		Reflective Safe	ty Attire		
01,50352	以为4位的 对数据的	(C) 数据:基础/数	TOWIN	(G	EQL	JIPMENT	集员的经验	ustra entan	BANK HANG
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Controls La	Commence of the last war and the last wa			1		Throttle Control			
	oom Assembly			1			s, Hoses, Valves		
Wheel Lift A				1		Cable Sheaves		* '	
Body and T	owing Equipmen	nt Mounting Bolts		1		Recovery Chair	1		
Winch Ratio	ng: XK	Boom Capacity:							
	a Mr. Calenda A e	T. 225 Yes (b)	WHEE	LL	IFT	國際的政策的影響	的特色的影響的	4年7月2日初期	1990
Pivot Pin				1		"L" Arms			
Wheel Lift I		Straps or Chains		1		Claw			×
		er Mark and	CONVEN	ITIC	ANC	Light West and	建筑7566路 1867	湖水设置 医髓膜炎	
low Sling A	Assembly (Check	for bent inner tubes				Sling Pads			
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Carrier Bed				1		Bed Safety Loc	Κ		
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CHP 234B (Rev. 5-17) OPI 061	
[2] T. A. C. C. C. C. C. C. C. C. C. C. C. C. C.	SPECIFICATIONS (By Class)
	ASS A
PF	P F Tow Sling "Minimum" 3,000 Pounds (if equipped)
Minimum 14,000 Pound GVWR Chassis	Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
4-Ton Boom Rating	Two (2) Safety Chains 5/16" Alloy or OEM Specifications
One 4-Ton Snatch Block	Wheel Lift Rating - Extended 3,000 Pounds
Tow Dolly (with wheel tie down straps)	Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
Steering Wheel Securement Device	TWO (2) Clossbeams, (1) 4 A4 A00 and (1) 4 A4 A40 (Williams)
100' 3/8" 6 x 19 Wire Rope or OEM Specifications	
CLASS A C	AR CARRIER" 4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
Minimum 19,000 Pound GVWR Chassis	Adequate Crossbeams or Ramping Material
50' 3/8" 6 x 19 Wire Rope or OEM Specifications	Adequate crossbeams of reamping Material
Loading Bridle with J/T Hooks	
CLASS A CAR CAI	4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
Minimum 23,500 Pound GVWR Chassis	2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
Loading Bridle with J/T Hooks	Adequate Crossbeams or Ramping Material
50' 3/8" 6 x 19 Wire Rope or OEM Specifications	Adequate crossbeams of Namping Material
Alloy/OEM Spec & Wheel Straps - Towed Vehicle	
	ASS B
Minimum 33,000 Pound GVWR Chassis	Axle Covers/Caps Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
16-Ton Boom Rating	
150' 7/16" 6 x 19 Wire Rope or OEM Specifications	Two (2) - 4"x6"x48" Crossbeams (minimum) Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
Safety Chains 1/2" Alloy or OEM Specifications	10W Chains "Wilnimum" 1/2 Grade /0 Will 31 Flooks
Two 8-Ton Snatch Blocks	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
Air Brakes or Hydraulic W/Air Hookup Package	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
Air Hoses and Fittings	Safety Tie-Down Chains and Binders
Steering Wheel Securement Device	Aluminum Tow Angles (Minimum 2)
CLASS B C	CAR CARRIER
Minimum 33,000 Pound GVWR Chassis	1 4 Safety Chains 5/16" Grade 70 of OEW Specifications
50' 3/8" 6 x 19 Wire Rope or OEM Specifications	2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
Loading Bridle with J/T Hooks	Adequate Cross Beams or Ramping Material
Steering Wheel Securement Device	
CL	ASS C
Minimum 52,000 Pound GVWR Chassis	Tow Chains 5/8" Grade 70 or OEM Specifications
25-Ton Boom Rating	Two (2) 4"x6"x48" Crossbeams (Minimum)
200' 5/8" 6x19 Wire Rope or OEM Specifications	Pintle Hook
Two (2) Safety Chains 5/8" Alloy or OEM Specifications	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
Two 12-Ton Snatch Blocks	Under Lift/Fork Adapters w/Tie-Down Straps or Chains
Air Brakes W/Air Hookup Package	Aluminum Tow Angles (Minimum 2)
Air Hoses and Fittings	Safety Tie-Down Chains and Binders
Steering Wheel Securement Device	Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
Ayle Covers/Cans	Tow Sling 12,000 Pound Rating (if equipped)
CL	ASS D
Minimum 54,000 Pound GVWR Chassis	Tow Chains 5/8" Grade 70 or OEM Specifications
35-Ton Boom Rating	Two (2) 4"x6"x48" Crossbeams (Minimum)
250' 3/4" 6x19 Wire Rope or OEM Specifications	Pintle Hook
Two (2) Safety Chains 5/8" Alloy or OEM Specifications	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
Two 12-Ton Snatch Blocks	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
Air Brakes W/Air Hookup Package	Aluminum Tow Angles (Minimum 2)
Air Hoses and Fittings	Safety Tie-Down Chains and Binders
Steering Wheel Securement Device	Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift / Fork Adapters w/Tie-Down Straps or Chains
Axle Cover/Caps	WORK OF A WARRANT OF THE PROPERTY AND THE PROPERTY OF THE PROP
MAXIMUM LIFTING CAPACITY (MLC) CALCUL	ATIONS (Refer to HPM 81.2, Chapter 7, Annex B)
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FRONT AXLE WEIGHT (FAW), UNLADEN WHEEL BASE (WB), IN INCHES	S OVER HANG (OT), IN INCIDES
FORMULA	8
1/2 FAW: x WB:	÷ BY OH: = MLC:
CLASS OF VEHICLE BASED ON THE MLC	

CHP 234B (Rev. 5-17) OPI 061

	NUMBER	COMPANY	· ·			CA NUMBER	DOT NUMBER	LEGEND	
650		QUALITY TOWING				CA502554	2983622	P = Pass	F = Fall
YEAR	A 14 A	MAKE	MODEL	LICENSE NUME	ER	VIN			
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gwr 25,5		EQUIPMENT TYPE (CHECK A		LIFT	□TR	JCK HITCH	□WHEEL LIFT	⊠ CAR C	ARRIER
	general en grænning.		REÓLII	REMENTS:		LL CLASSES)/:V// - "#6/(35)
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	Headlights		-	24400 CVC	1	Windshield			26700 CVC
/	Beam India	cator		24408 CVC	1	Windshield Wip	ers		26706 CVC
1	Tail Lamps			24600 CVC	1	Mirrors			26709 CVC
4	License Pl			24601 CVC	/	Horn			27000 CVC
1	Stop Lamp			24603 CVC		Exhaust Syster	n		27150 CVC
1	Extension			24605 CVC	/	Fuel Cap		8	27155 CVC
		mps (1969+)		24606 CVC	1	Tire Tread		Ti i	27465 CVC
1	Reflectors,			24607 CVC		Fenders/Mud G	Guards		27600 CVC
7		Front and Side (1968-	+)	24608 CVC	14	Broom			27700 CVC
1	Turn Signa			24951 CVC	4	Shovel			27700 CVC
		Lamps (>80" Wide)		25100 CVC	1/	Fire Extinguishe	er 4B, C Rating		27700 CVC
-		rning Lights		25253 CVC	\vee	Safety Chains			29004 CVC
-		evices (Reflectors)		25300 CVC		Signs			27907 CVC
3857553	Service Bra		anar i Amerika sana, sera sa	26311 CVC	l l		CONCORD SAME TO SECURE AND A SECURE	Mary electronics and daily latter	
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-	Flashlight	Bar (Large Pry Bar)			1	Hydraulic Jack			
1		Minute Flares or 6 Refl	antarized Canas	Min 4011 LI4		Tire Changing I			-
0	Trach Con	s & Absorbent (4 Gallo	n Minimum)	IVIII. 12" Ht.	/,-	Rubber Mallet /	Hub Cap Tool (C	lasses A and B)	
-		or Paper Towels	n Minimum)	,	//	Lockout Tools (Classes A and B)	*	
1		uck Communications (Call phance / 2 w	nu radio)		Motorcycle Stra	ips (Class A)	15)	
1		uel Containers (Class				Tool Kit	r (Classes B, C, a	ina D)	
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7	Manufactur	er Rating Plates	#4 1 NO 10 CONT 1 1 1 1 1 1 20 1 1			Wrecker Contro			CAN SH
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		第 500		WHEE	L'LIFT	1435 4Z 3 CAR	SOMEN SECTION	- N. A. W. 1408	(数) 和(数) (5) (3)
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-	Г	Minimum 14,000 Pound GVWR Chassis	3203	Tow Sling "Minimum" 3,000 Pounds (if equipped)
+		4-Ton Boom Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
-	-	One 4-Ton Snatch Block		Two (2) Safety Chains 5/16" Alloy or OEM Specifications
-	\dashv	Tow Dolly (with wheel tie down straps)	-	Wheel Lift Rating - Extended 3,000 Pounds
+	-	Steering Wheel Securement Device		Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
-	-	100' 3/8" 6 x 19 Wire Rope or OEM Specifications		
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		150' 7/16" 6 x 19 Wire Rope or OEM Specifications	\rightarrow	Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks		Wheel Lift Rating - 10,000 Pounds Retracted 7 0,000 Pounds Extended
-		Air Brakes or Hydraulic W/Air Hookup Package		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings		Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
1		CLASS	B CAR CA	RRIER
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\dashv	-	Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
\dashv	-	Two 12-Ton Snatch Blocks		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
+	-	Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
+	-	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
+		Steering Wheel Securement Device		Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
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-	_	250' 3/4" 6x19 Wire Rope or OEM Specifications	-	Pintle Hook
-	_	Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
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_	_	Two 12-Ton Snatch Blocks		Aluminum Tow Angles (Minimum 2)
_		Air Brakes W/Air Hookup Package	-++	Safety Tie-Down Chains and Binders
	_	Air Hoses and Fittings		Tow Sling with 20,000 Pound Rating (if equipped)
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL TOW TRUCK INSPECTION GUIDE CHP 234B (Rev. 5-17) OPI 061

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		One 4-Ton Snatch Block			Two (2) Safety Chains 5/16" Alloy or OEM Specifications		
		Tow Dolly (with wheel tie down straps)			Wheel Lift Rating - Extended 3,000 Pounds		
200	-	Steering Wheel Securement Device			Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)		
-	-	100' 3/8" 6 x 19 Wire Rope or OFM Specifications					
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_		Minimum 33,000 Pound GVWR Chassis		+	Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)		
		16-Ton Boom Rating	-	+	Two (2) - 4"x6"x48" Crossbeams (minimum)		
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications	-		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks		
	_	Safety Chains 1/2" Alloy or OEM Specifications	-	-	Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended		
		Two 8-Ton Snatch Blocks	_	-	Under Lift/Fork Adapters w/Tie-Down Straps or Chains		
		Air Brakes or Hydraulic W/Air Hookup Package	L				
		Air Hoses and Fittings		_	Safety Tie-Down Chains and Binders		
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)		
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		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle		
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	-	25-Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)		
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			-	Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)			
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		Air Brakes W/Air Hookup Package	1	Aluminum Tow Angles (Minimum 2)			
		Air Hoses and Fittings		Safety Tie-Down Chains and Binders			
		Steering Wheel Securement Device			Tow Sling with 20,000 Pound Rating (if equipped)		
		Axle Cover/Caps			Under Lift / Fork Adapters w/Tie-Down Straps or Chains		
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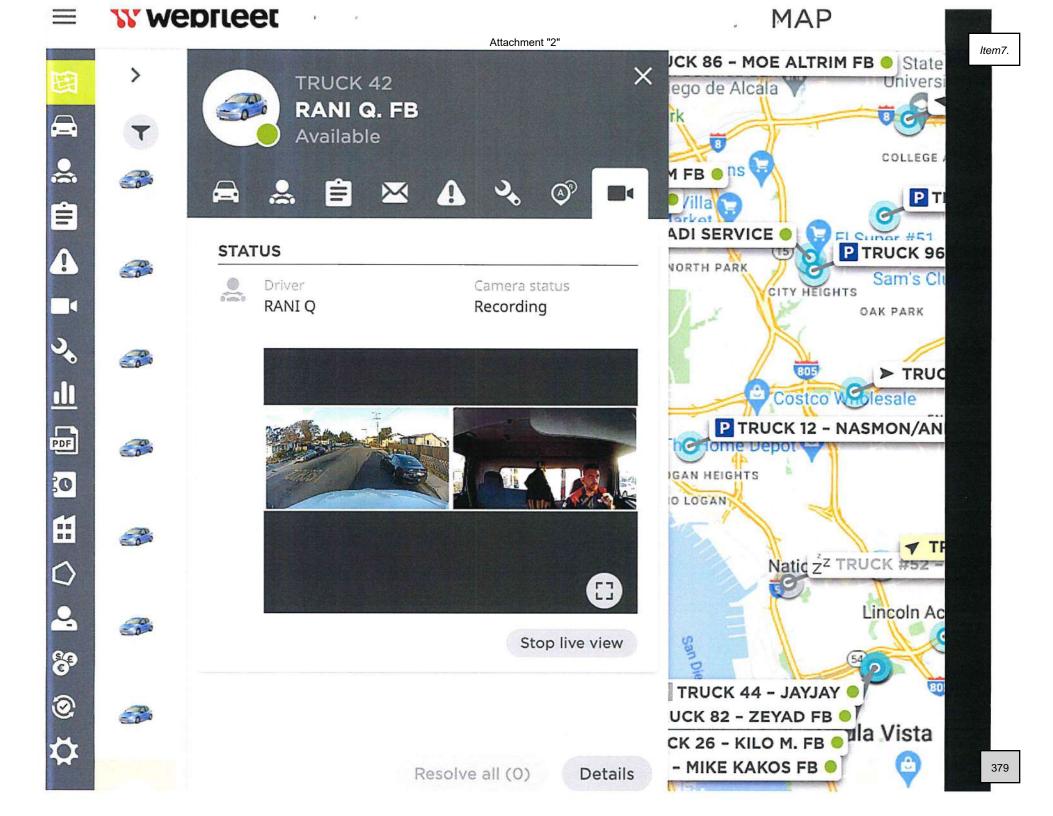


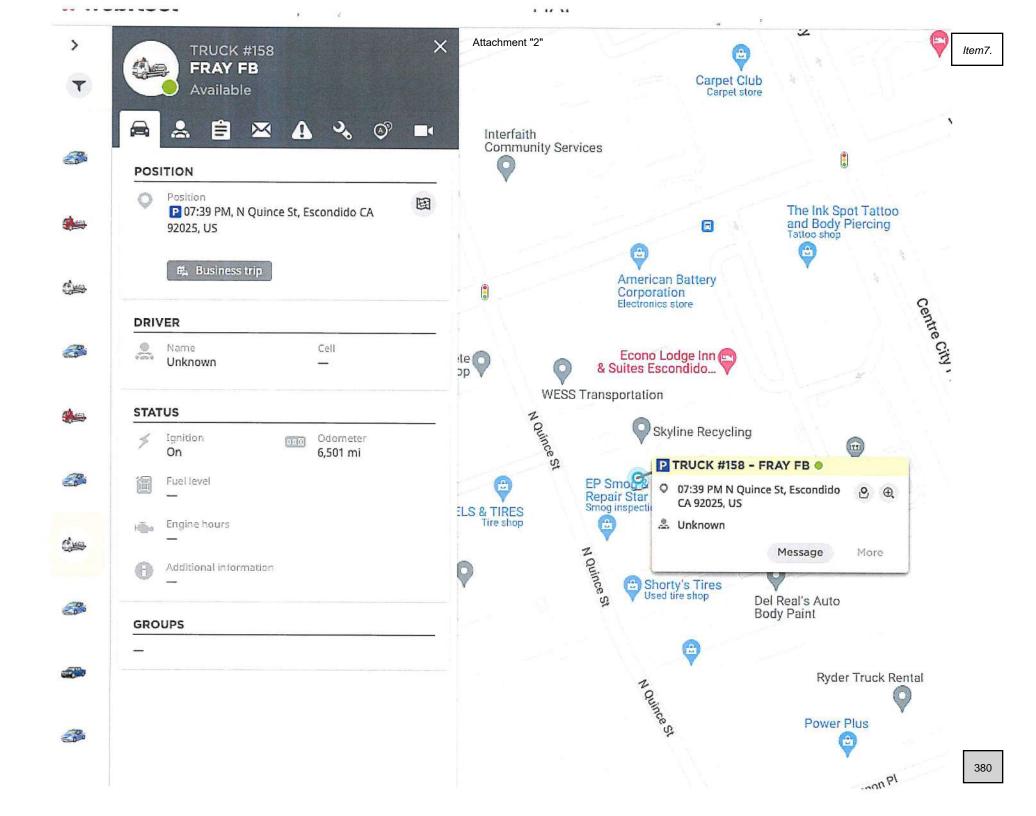


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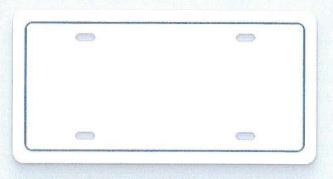




Quality Towing

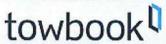
Please enter the license plate number or VIN number of your vehicle.

If you have any questions, please call us at (760) 480-9600.



Search Vehicles

POWERED BY



Quality Towing

Attachment "2"

Item7.

Please enter the license plate number or VIN number of your vehicle.

If you have any questions, please call us at (760) 480-9600.



Search Vehicles

Your vehicle has been found!

QUALITY TOWING ESCONDIDO

520 N QUINCE ST SUITE #11 ESCONDIDO, CA 92025 (760) 306-5076

NOTES

Hours of operations: Monday-Friday 8AM-5PM.

You must have proof of ownership, a vlid driver's license, and payment in full.

For More Information please visit:

https://www.qualitytowing.net/release-information/



IMPOUND DATE

VIN

Tuesday, May 9, 2023 @ 3:11 PM

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REASON

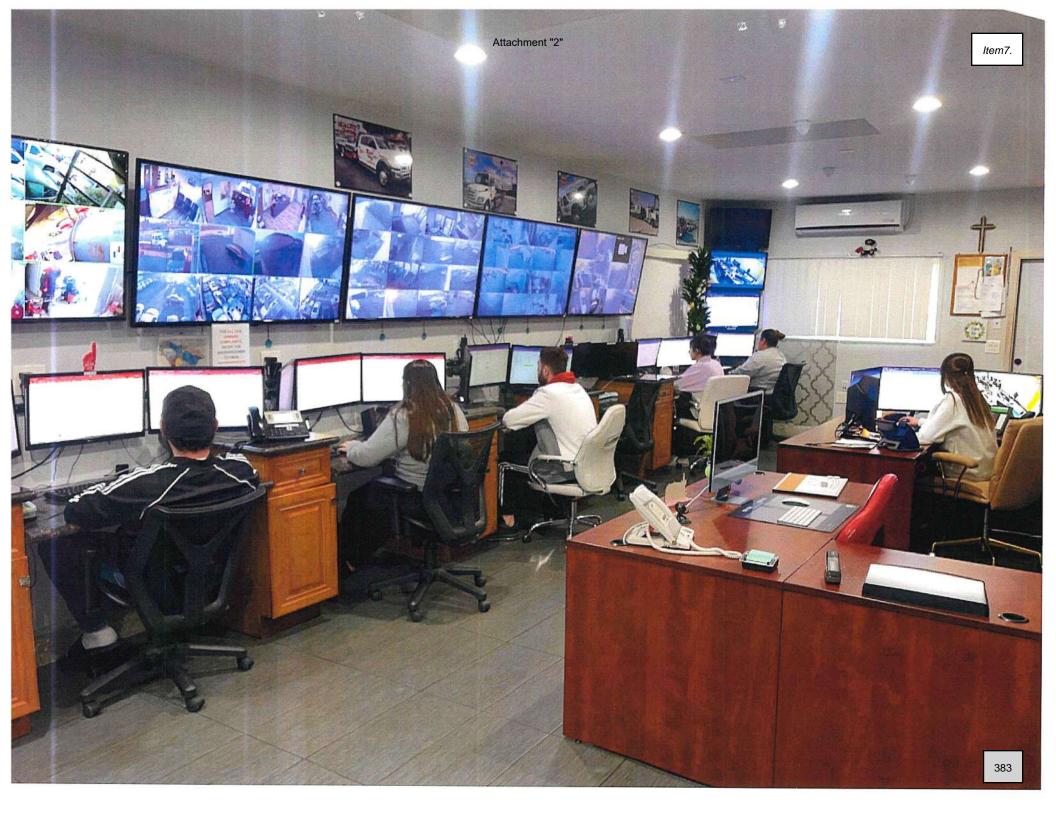
VEHICLE

22651 (0) - EXPIRED REGISTRATION

BMW 3 Series

TOWED FROM

675 E Lincoln Ave, Escondido, CA 92026



Roadway Towing & Recovery

4/13/2023

Escondido Police Department 1163 N. Centre City Pkwy. Escondido, CA 92026 P: (760)839-4721

RE: Request For Proposal #18-01-Towing and Impound Services

To Whom It May Concern:

Thank you for your interest in Roadway Towing & Recovery as a Tow and Impound Service Provider. Frank Khati, President of the Corporation, has been in the tow industry for 10+ years. Mr. Khati worked his way up from Dispatching, to a Tow Operator, and now owner of a very successful tow company. Tow & Transport, Inc. is contracted with California Highway Patrol (CHP), San Diego County Sheriff Department (SDSD), United Parcel Service (UPS), Insurance Agencies, and several small businesses in San Diego County.

In December 2013, Tow & Transport, Inc., dba Roadway Towing & Recovery opened with the hopes of expanding business further. Mr. Khati took full-ownership of the new corporation and grew the company further than he imagined. Roadway Towing & Recovery is also contracted with United Parcel Service (UPS), Insurance Agencies, several small businesses in San Diego County, and in the coming year will also be contracted with several law enforcement agencies. Mr. Khati and employees of Roadway Towing & Recovery are continuously expanding their education in the tow industry by attending seminars and classes related to towing and safety training. Our most recent accomplishment has been the purchase of a Rotator to assist with Salvage Recovery tow services.

Roadway Towing & Recovery understands and agrees with no exceptions to the standards of conduct and operation including, but not limited to "Referral Tows", "On-Demand Tows", "Police Tows", "Impounds", and other provisions as defined in the Draft Tow Services Agreement in "Exhibit A".

As requested, enclosed are our qualifications and additional supporting documents to support our proposal. We greatly appreciate the opportunity to submit our proposal and hope for a long-lasting and successful relationship with the Escondido Police Department and the City of Escondido. For any additional information, questions, concerns, please contact Frank Khati at (619)955-2955 or email RoadwayAutoTowing@Yahoo.Com. Mr. Khati is also available via mail at our P.O. Box 462707, Escondido, CA 92046.

Thank you for this great opportunity,

Frank Khati President

Roadway Towing & Recovery

Vendor Background and Experience:

1. Company Experience:

Tow & Transport, Inc., dba Roadway Towing & Recovery, began in December 2013 and is a Towing and Roadside Assistance company operating in the city of Escondido and San Diego County area.

Frank Khati, President of the Corporation, has been in the towing industry for 10+ years. Mr. Khati first started out as a dispatcher, then to a Service Technician, to a Light-Duty Tow Operator, to a Heavy-Duty Tow Operator, and now a proud owner of a very successful tow company. In 2007, Mr. Khati and his brothers put their combined knowledge of the automobile and tow industry together and began their first business, Khati Brothers Investments, Inc. With their collective knowledge and experience, they established a successful tow company. Mr. Khati later moved forward in the tow industry with Tow & Transport, Inc. Since then, the company has continued to excel and has become a leader in the towing and roadside assistance industry. Mr. Khati and his employees are continuously increasing their knowledge in the tow industry by attending seminars/classes on safety and new towing techniques. We understand how important it is to have experienced staff members who have the ability to meet our customer's needs.

With quality customer care for those seeking towing and roadside assistance, Roadway Towing has become a major provider for numerous insurance companies including one of the nation's largest automotive insurers. In addition, Roadway Towing is a provider for United Parcel Service (UPS), Rush Truck Center, and several small businesses in San Diego County. In the coming year, we will also be contracted with several law enforcement agencies. Roadway Towing moves forward as a business and continues to look at how best practices, technology, and resources can help us improve efficiencies and service delivery for our growing company.

Roadway Towing uses some of the top programs, trucks, and equipment available in the tow industry. We are currently operating with 20 units and are increasing our fleet; It is important to us that our vehicles are always clean and up-to-date. We have invested in one of the top internet and phone systems with Cox Communications. We are currently using a dispatch program called Towbook, and our trucks have GPS tracking thru Verizon. Our dispatch program allows us to see a driver's status, such as enroute to a customer, on-scene, towing, or clear. Our vehicle tracking system allows us to track our vehicles to the minute; it tracks location, speed, direction of driving, etc. All of our records are kept online and at our place of business, 1802 Don Lee Place, Escondido, CA 92029. To keep track of the vehicles stored at our facilities, we use a program called TOPS; TOPS allows us to see which location the vehicle is at, why it was impounded/stored, the date it was impounded/stored, which agency authorized the impound/storage, etc. Our storage facilities are gated, have proper lighting, and are monitored 24/7.

Here at Roadway Towing, we are confident the Escondido Police Department will be impressed with our record keeping systems, storage yard, equipment used, and professionalism.

Roadway Towing & Recovery

2. Company Information:

Corporate Name: Tow & Transport, Inc.

Do Business As Name: Roadway Towing & Recovery

Storage (Tow Yard) Physical Location: 1802 Don Lee Place, Escondido, CA 92029

Secondary Location: 723 Olive Avenue, Suite B, Vista, CA 92083

Third Location: 5975 Fairmount Avenue, San Diego, CA 92120

Mailing Address: P.O. Box 462707, Escondido, CA 92046

Phone: (760)747-3335

Fax: (760)747-3341

Email: RoadwayAutoTowing@yahoo.com

Roadway Towing & Recovery

3. Brief Company/Corporate History:

Tow & Transport, Inc. was established in December 2013 with the goal to play an important role in the towing and roadside assistance industry. Today, we have achieved that goal and are looking to expand the business further. We are currently servicing San Diego County and Northern San Diego. We currently have three storage facilities; one in the City of Escondido and the second in the City of Vista, and third in the City of San Diego. Roadway Towing began with a small fleet and has increased to 20+ tow trucks and service trucks.

Frank Khati, President of the Corporation, is very passionate and skilled in the towing industry. He specializes in all types of tows-light duty to heavy duty, recoveries, and roadside assistance. Mr. Khati is constantly expanding his knowledge learning new tips and tricks on towing, recoveries, and especially safety. Here at Roadway Towing, safety is very crucial. Mr. Khati is continuously passing his knowledge on to our staff to ensure that all of our drivers are performing at their best and that our customers are always satisfied.

Roadway Towing & Recovery

4. Type of Business:

S-Corporation

Tow & Transport, Inc.

Roadway Towing & Recovery

5. Corporate Agreements:

Please see following pages.







STATE OF CALIFORNIA Office of the Secretary of State STATEMENT OF INFORMATION CORPORATION

Officer Address

1802 DON LEE PLACE

ESCONDIDO, CA 92029

California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 653-3516 For Office Use Only

-FILED-

File No.: BA20230619665

Date Filed: 4/13/2023

Entity Details		
Corporation Name	TOW & TRANSPORT INC	
Entity No.	3628209	
Formed In	CALIFORNIA	
Street Address of Principal Office of Corporation		•
Principal Address	1802 DON LEE PLACE ESCONDIDO, CA 92029	
Mailing Address of Corporation		
Mailing Address	P.O. BOX 462707 ESCONDIDO, CA 92046	
Attention		
Street Address of California Office of Corporation		· .
Street Address of California Office	1802 DON LEE PLACE ESCONDIDO, CA 92029	
Officers		

Additional	Officers
------------	----------

Officer Name

FRANK KHATI

Officer Name	Officer Address	Position	Stated Position	
None Entered				

Directors

Director Name	Director Address
FRANK KHATI	1802 DON LEE PLACE ESCONDIDO, CA 92029

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name

FRANK KHATI

Agent Address

1802 DON LEE PLACE ESCONDIDO, CA 92029

Type of Business

Type of Business

TOWING

Email Notifications

Opt-in Email Notifications

No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.

Position(s)

Chief Executive Officer, Secretary, Chief Financial Officer

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature	
By signing, I affirm that the infor	mation herein is true and correct and that I am authorized by California law to sign.
Frank Khati	04/10/2022
· · · · · · · · · · · · · · · · · · ·	04/13/2023
Signature	Date



California Secretary of State

Business Programs Division 1500 11th Street, Sacramento, CA 95814

TOW & TRANSPORT INC P.O. BOX 462707 ESCONDIDO, CA 92046

Business Amendment Filing Approved

April 13, 2023

Entity Name: TOW & TRANSPORT INC

Entity Type: Stock Corporation - CA - General

Entity No.: 3628209

Document Type: Statement of Information

Document No.: BA20230619665

File Date: 04/13/2023

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to bizfileOnline.sos.ca.gov and enter the entity name or entity number in the Search module.

What's Next?

The most up to date records may be obtained by searching for the Entity Name or Entity Number in the Search module at **biz**fileOnline.sos.ca.gov.

For further assistance, contact us at (916) 657-5448 or visit bizfileOnline.sos.ca.gov.



Thank you for using <u>bizfile California</u>, the California Secretary of State's business portal for online filings, searches, business records, and additional resources.

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS TOW & TRANSPORT INC.

The Board of Directors of Tow & Transport Inc. a California Corporation (The "Board"), held a special meeting on 1/01/2016, at 1 :00AM pursuant to the following terms:

The undersigned individuals constituting the current Board of Tow & Transport Inc. hereby give their consent to the following meeting of the Board of Directors of said Corporation of said day at San Diego, California, and hereby give their written consent to all business that may come before said meeting.

The President and Secretary called the meeting and noted all Directors were present and read the Minutes.

RESIGNATION OF OFFICERS

NONE

ELECTION OF OFFICERS

The meeting then proceeded to the election of officers. The following were duly elected to the officers indicated after the names of each:

Frank Khati, President

Marina Aqrawi, Vice President

Frank Khati, Secretary

Frank Khati, Chief Financial Officer

Each officer so elected being present accepted his office, and thereafter, the President presided at the meeting as chairman, and the Secretary acted as Secretary of the meeting.

OTHER RESOLUTIONS

FURTHER RESOLVED: That the Board hereby authorizes and directs the President and Secretary to take all necessary action including the execution of new stock certificates to any new purchaser/issue pursuant to that certain Agreement of Purchase and Sale of Stock (The "Agreement") of even date, or to stamp "VOID" on any stock certificate that no longer accurately reflects the ownership interest of any issue.

FURTHER RESOLVED: That Board hereby authorizes the President of the corporation to execute a Statement of Information which shall be filed with the California Secretary of State as required by law. The Statement of Information shall list the newly elected officers and directors of the corporation.

The board of directors of Tow & Transport Inc. has determined that these actions are in the best interest of the corporation.

DATED: 1/01/2016

DATED: 1/01/2016

Frank Khati

Tow & Transport Inc.

Roadway Towing & Recovery

6. References:



G & R Auto & Truck Repair

Charlie Hoffa 1335 Simpson Way, Escondido, CA 92029 (760)746-3551 GRAutoTruck1@aol.com



United Parcel Service (UPS)

Chuck Goss 111 Bingham Dr., San Marcos, CA 92069 (760)752-4887 chuckgoss@ups.com



Rush Truck Center

Brad Hoerning 8464 Miramar Rd., San Diego, CA 92126 (858)586-2349 hoerningb@rushenterprises.com

Roadway Towing & Recovery

7. Single Local Point-Of-Contact:

Single local point-of-contact in authority for all issues, such as complaints, contract issues, etc. related to the provision of towing and impound services for the City is Frank Khati. Please see contact information below:

Frank Khati, President

Business: 1802 Don Lee Place, Escondido, CA 92029 Mailing: P.O. Box 462707, Escondido, CA 92046

Business Phone: (760)747-3335 Cell Phone: (619)955-2955

Email: RoadwayAutoTowing@yahoo.com

Roadway Towing & Recovery

Financial Stability:

1. Financial Statements and Cash Flow Statements:

Please see attached.

05/08/23 Cash Basis

Tow & Transport DBA Roadway Towing and Recovery Profit & Loss

January through December 2021

	Jan - Mar 21	Apr - Jun 21	Jul - Sep 21	Oct - Dec 21	TOTAL
Ordinary Income/Expense					
Income	7				
Towing Service Income Battery Sales	3				
Cash Back/Refunds	13				
Total Income					
Cost of Goods Sold	-				
Battery Purchases	(X) == 0.0				
Fuel	200				
Police Release Fees Advance Towing Charges					
Towing Sub-Contracting	2.00				2
Truck Maintenance					
Total COGS					Department of the Price
Gross Profit					
Expense					
Reconciliation Discrepancies	4				
Advertising and Promotion Auto & Truck Registration Fees					
Automobile Expense					
Bank Service Charges	92			2000	
Business Licenses and Permits	9949				
Computer and Internet Expenses	12				
Damages Dues & Subscription	3.6				
Employee Background Check					
GPS Tracking Services					
Insurance Expense					
Interest Expense	1				
Lien Cost	7 1				
Meals and Entertainment Merchant Account Fees	3				1
Office Expense					
Office Supplies					
Oil Recycling Fee					
Outside Services					
Parking & Toll Fees					
Postage & Delivery					
Professional Fees					
Rent Expense					
Repairs & Maintenance	7.1				
Small Tools and Equipment Software	2 100				
Telephone Expense	\$ =				
Travel Expense					
Truck Auto Lease					50
Uniforms	Î				C.S
Utilities			***************************************		
Total Expense					
Net Ordinary Income	93 .				
Other Income/Expense					
Other Income Truck Sales Proceeds	939 pone				
Interest Income					
Total Other Income					

Tow & Transport DBA Roadway Towing and Recovery Profit & Loss

05/08/23 Cash Basis

January through December 2021

	Jan - Mar 21	Apr - Jun 21	Jul - Sep 21	Oct - Dec 21	TOTAL
Other Expense Corp Tax					
Total Other Expense					
Net Other Income					
Net Income	TOTAL APPENDING A ALL MAN A STATE AND A ST				THE THE THREAT

05/08/23 Cash Basis

Income

Fuel

Corp Tax

Tow & Transport DBA Roadway Towing and Recovery Profit & Loss

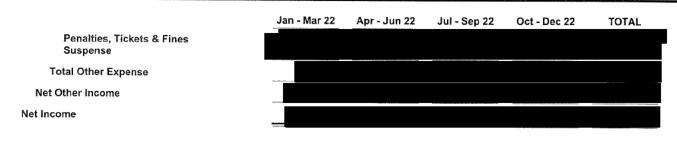
January through December 2022

Jan - Mar 22 Apr - Jun 22 Jul - Sep 22 Oct - Dec 22 TOTAL Ordinary Income/Expense **Towing Service Income** Battery Sales **Total Income** Cost of Goods Sold **Battery Purchases** Police Release Fees Advance Towing Charges **Towing Sub-Contracting** Truck Maintenance Total COGS **Gross Profit** Expense Advertising and Promotion Auto & Truck Registration Fees Bank Service Charges **Business Licenses and Permits** Computer and Internet Expenses Donation Dues & Subscription **Employee Background Check GPS Tracking Services** Insurance Expense Lien Cost Meals and Entertainment Merchant Account Fees Office Expense Office Supplies Oil Recycling Fee **Outside Services** Parking & Toll Fees Postage & Delivery Professional Fees Rent Expense Repairs & Maintenance Small Tools and Equipment Software Telephone Expense Travel Expense Truck Auto Lease Uniforms Utilities **Total Expense** Net Ordinary Income Other Income/Expense Other Income Interest Income **Total Other Income** Other Expense

Tow & Transport DBA Roadway Towing and Recovery Profit & Loss

05/08/23 Cash Basis

January through December 2022



Roadway Towing & Recovery

2. Pending Litigations:

None

Roadway Towing & Recovery

3. Active Claims Against Any Other Public Entity in San Diego County:

None

Roadway Towing & Recovery

4. <u>Businesses for which you or your business manager have filed for bankruptcy protection while operation under a towing service contract:</u>

None

Roadway Towing & Recovery

Project Plan:

Roadway Towing & Recovery is dedicated to working at a professional level. We are well-equipped in order to have the ability to handle all requests in the most effective and efficient manner possible. It is our goal to always fulfill the Scope of Work as defined in "Attachment A" and requirements of the Draft Service Agreement in "Exhibit A" that was provided. Mr. Khati and his staff has the experience and knowledge of how to provide service to the City of Escondido and the Escondido Police Department for responding to evidence scenes, impounds, and citizen request accidents.

We offer a variety of services such as emergency recovery with a rapid response time, off road and accident recovery in which a motored vehicle has been damaged or rendered permanently inoperative as the result of a collision or accident, removal of debris from highways and impact areas, vehicle impound, and in addition we also offer courtesy towing when needed.

Services that Roadway Towing & Recovery is proud to offer to our customers includes, but is not limited to:

- Flat-Bed Towing (Light-Duty and Medium-Duty)
- Wheel-Lift Towing (Light-Duty and Medium-Duty)
- Winch-Outs (Light-Duty and Medium-Duty)
- Landoll Service (Medium-Duty and Heavy-Duty)
- Motorcycle Towing
- Accident Recovery
- Long-Distance Transporting
- Abandoned Vehicle Recovery
- Lock-Outs
- Fuel Delivery
- Tire Changes
- Jump Starts
- Battery Installations
- 24/7 Roadside Assistance

When responding to an evidence scene, impound, or accident scene, Roadway Towing & Recovery's company policies and procedures for proper towing and impounding services are to always approach the Officer on scene first and wait for instructions. Once the Officer in charge has given the tow operator the authority to load the vehicle, the tow operator first inspects the vehicle prior to loading for any hazmat issues, or prior damages. If he/she does not see any problems that need to be addressed to the Officer on scene, the tow operator then loads the vehicle to the tow truck and properly straps the vehicle with a 4-point safety hook-up. After the vehicle is loaded on to the tow truck, the tow operator then cleans any debris, oil spills, etc. that is necessary to be cleaned prior to leaving the scene. Before leaving the scene, the tow operator gets confirmation from the Officer that he can leave the scene. The vehicle then comes to our storage facility and the tow operator unloads the vehicle in the appropriate

Roadway Towing & Recovery

Project Plan (Continued):

area. The tow operator then gives the office personnel the Officer's impound form as well as his/her call log the tow/impound. The office personnel then records the vehicle into our storage system called TOPS and files the paperwork in the appropriate file.

Roadway Towing & Recovery has high standards for quality service. Some of our high standards include, but are not limited to offering 24/7 assistance, reliability, servicing a wide area, having certified drivers, competitive pricing, and we offer all types of roadside assistance. We also update/replace our equipment every three years.

If and when a complaint is received, it is immediately forwarded to the management staff. If a complaint was received after-hours when a manager is not present, a message is then taken or an email is sent to management and management will contact the customer the following business day. Every complaint is taken seriously and management will get a statement from both the customer and the employee and investigate the complaint thoroughly. It is our main goal to not have any complaints and always make sure the customer is totally satisfied. If after investigating the complaint management finds our staff at fault, we will work with the customer to make sure they are completely satisfied at getting the issue at hand resolved. Depending on the issue at hand, Roadway Towing will take responsibility of the complaint without investigation just to make sure our customers are always satisfied. Thankfully, we have not had any complaints from the public.

Roadway Towing & Recovery

Facilities & Equipment:

Vehicles:

				<u> Type /</u>	<u>License</u>	
Year	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Class</u>	Plate #	<u>VIN</u>
2006	Landoll	Trailer	Car Carrier	D	4MJ8036	1LH435VH961A15069
2016	Dodge	Ram 5500	Car Carrier	Α	72869F2	3C7WRMDL2GG245435
2018	Hino	258	Car Carrier	Α	08065H2	5PVNJ8JN8J4S53041
2018	Hino	258	Car Carrier	А	08067H2	5PVNJ8JN5J4S53031
2018	Hino	258	Car Carrier	Α	63989V2	5PVNJ8JN7J4S53029
2018	Hino	258	Car Carrier	А	77888K2	5PVNJ8JNXJ4S53042
2018	Hino	258	Car Carrier	Α	88870K2	5PVNJ8JN6J4S53037
2019	Hino	258	Car Carrier	Α	8539152	5PVNJ8JN7K4S53761
2017	DODGE	RAM 5500	Wheel-Lift	Α	20751F2	3C7WRMAL4HG701134
2020	Hino	258	Car Carrier	Α	30649Y2	5PVNJ8JNXL5S54155
2020	Freightliner	M2	Under-Reach	В	87284Z2	1FVACYFE7LHKX3928
2020	Peterbilt	389	Under-Reach	D	66390V2	1NPXL49X8LD632862
2020	Hino	258	Car Carrier	Α	89757Y2	5PVNJ8JN7L4\$54068
2020	Hino	258	Car Carrier	A	87831Z2	5PVNJ8JN9L5S54261
2020	Dodge	RAM 4500	Wheel-Lift	Α	05001D3	3C7WRKALOLG143828
2020	Dodge	RAM 5500	Car Carrier	А	98654E3	3C7WRMDL1LG231830
2021	Hino	258	Car Carrier	А	87182E2	5PVNJ8AN7M5T50052
2022	Freightliner	M2	Car Carrier	А	38813K3	1FVACWFC1NHNE9022
2022	Freightliner	M2	Under-Reach	В	91903P3	1FVACXFC6NHNG7523
2022	Peterbilt	389	Under-Reach	D	EP14541	1NPXX4TX2ND792087
2023	Freightliner	M2	Car Carrier	Α	17338T3	1FVACWFC7PHUC8806

Radio Equipment:

- Trucks Equipped with Blue-Tooth Technology
- Smart Phones Equipped with Blue-Tooth Technology

Storage Facility:

Roadway Towing & Recovery's storage facility complies with all requirements as defined in "Attachment A" of "Exhibit A". Our storage yard and business office facility is located at 1802 Don Lee Place, Escondido, CA 92029. All of our business records are also available at our storage yard and business

Roadway Towing & Recovery

Facilities & Equipment (Continued):

office facility. Our sign, business hours, and phone number are posted in plain view to the public. We always have a staff member available to talk face-to-face with customers during normal business hours.

Our office is open Monday-Friday 8 A.M. to 5 P.M., closed from 12 P.M. to 1 P.M. for lunch. Our office is closed on state recognized holidays. We are available after hours and weekends by appointment. If we are closed for lunch and an immediate response is required, we have staff members available to assist.

Facility Security:

Roadway Towing & Recovery's facility is secured 24/7. There is always at least one (1) staff member at the facility. There are two (2) gates at our entrance; our main gate is always open during business hours, and both gates are always closed after business hours. Our high definition security cameras used operate 24/7 and retains sixty (60) days of video on the system. Our administrative staff has access to the video footage of our main gate entrance and storage yard 24/7. Our management staff has access to all video footage on their computers and cell phones, so they are able to view footage from home. Our commercial alarm system used is ADT Security Services.

ACKNOWLEDGMENT

A notary public or other officer completing this

certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On MAY 9, 2023 before me. A. Aziz, Notary Public
On MAY 9, 2023 before me, A. Aziz, Notary Public (insert name and title of the officer)
personally appeared FRANK SULAIMAN KHATI 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. A. AZIZ COMM #2331647 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm Expires August 14, 2624 (Seal)

Roadway Towing & Recovery

Other Information:

Roadway Towing & Recovery has proudly served the County of San Diego since December 2013 with the best customer care and service and hope to provide the same service to the Escondido Police Department and City of Escondido. We want you to know how important it is to us to have experienced staff who have the ability to meet our customers and client's needs. Our staff is highly trained and ready for all of your towing and recovery needs.

Thank you for your interest in Roadway Towing & Recovery, and for the opportunity to serve the Escondido Police Department and City of Escondido. We look forward to developing a long-lasting relationship and better serve our community.

Roadway Towing & Recovery

Proposal Submission Fee:



Item7.

MATTIA LAW A PROFESSIONAL LAW CORPORATION

3835 AVOCADO BLVD, SUITE 265 LA MESA, CALIFORNIA 91941 TELEPHONE (619) 795-6632 FACSIMILE (619) 795-6032 STEVE@MATTIALAW.COM WWW.MATTIALAW.COM

June 21, 2023

VIA E-MAIL:

Dane White - City Council Mayor
Consuelo Martinez - Councilmember District 1
Joe Garcia - Deputy Mayor District 2
Christian Garcia - Council Member District 3
Michael Morasco - Councilmember District 4
Ed Varso - Chief of Police
Lisa Rodelo - Deputy Director of Police Support Services
Craig E. Miller - Police Sergeant
Aaron S. Goldman - Police Projects Specialist
Barbara Marlett - Project Manager

Re: Notice of Request for Proposals ("RFP") No. 23-17 – Police Tow,

Impound and Referral Tow Services On behalf of Quality East County, Inc

Dear Honorable Mayor White, City Counsel Members, Chief Varso, police and city staff:

My office has been retained by Quality East County Inc ("Quality") regarding its proposal to provide tow, impound and referral tow services for the City of Escondido. Quality submitted its proposal, per the City's requirements and on time prior to the May 11, 2023, deadline. The proposal followed the requirements of RFP No. 23-17 as provided by the City of Escondido.

On or about June 19, 2023, Quality was sent a message that is proposal was denied due to not meeting the requirements of the RFP, specifically Attachment A to Tow Services Agreement, Description of Serves, No. 9 Vehicle Storage & Office hours, Section D. The denial did not mention which portion of Section D did not meet the requirements. This omission is important, because it did not allow Quality to clarify and understand what the denial was for. Notwithstanding the omission, we feel that Quality met all the requirements. Section D has 15 subsections, i-xv.

Without dismissing all stated subsections, it seems that subsections i-ii requirements have the most specific requirements, which have been met.

Subsection i, states:

i. Minimum Storage Space: The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles. This space is exclusive of other

storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows.

Quality's facility is approximately 20,429 square feet and is exclusive of other storage areas that are not Police Initiated Tows, as shown in the attached Exhibit A, site plan.

Subsection ii states:

ii. TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public.

As indicated on the Site Plan, Quality has one 10x20 sea container, two inside storage cages, and an inside storage facility capable of housing six total vehicles, two inside the evidence cages and four outside the cages, shown in the pictures labeled as Exhibit B.

The inspection was conducted on June 8, 2023, the inspection officers arrived at approximately 11:10am. Within five minutes of their arrival, they were alerted of an officer involved shooting. The officers were discussing the shooting situation while conducting their inspection. While I am not dismissing the emergency, the inspection could have been continued to another date, allowing for a full view of the premises in order for a proper report to be made. Although the situation was understandable, the inspection seemed to be rushed and Quality was likely suffered from such a short inspection. This is important because the Staff Report provided for the June 21, 2023, meeting states that an on-site inspection is one of the requirements, and it is fair to say that a proper inspection should occur when involving an important contract with the city.

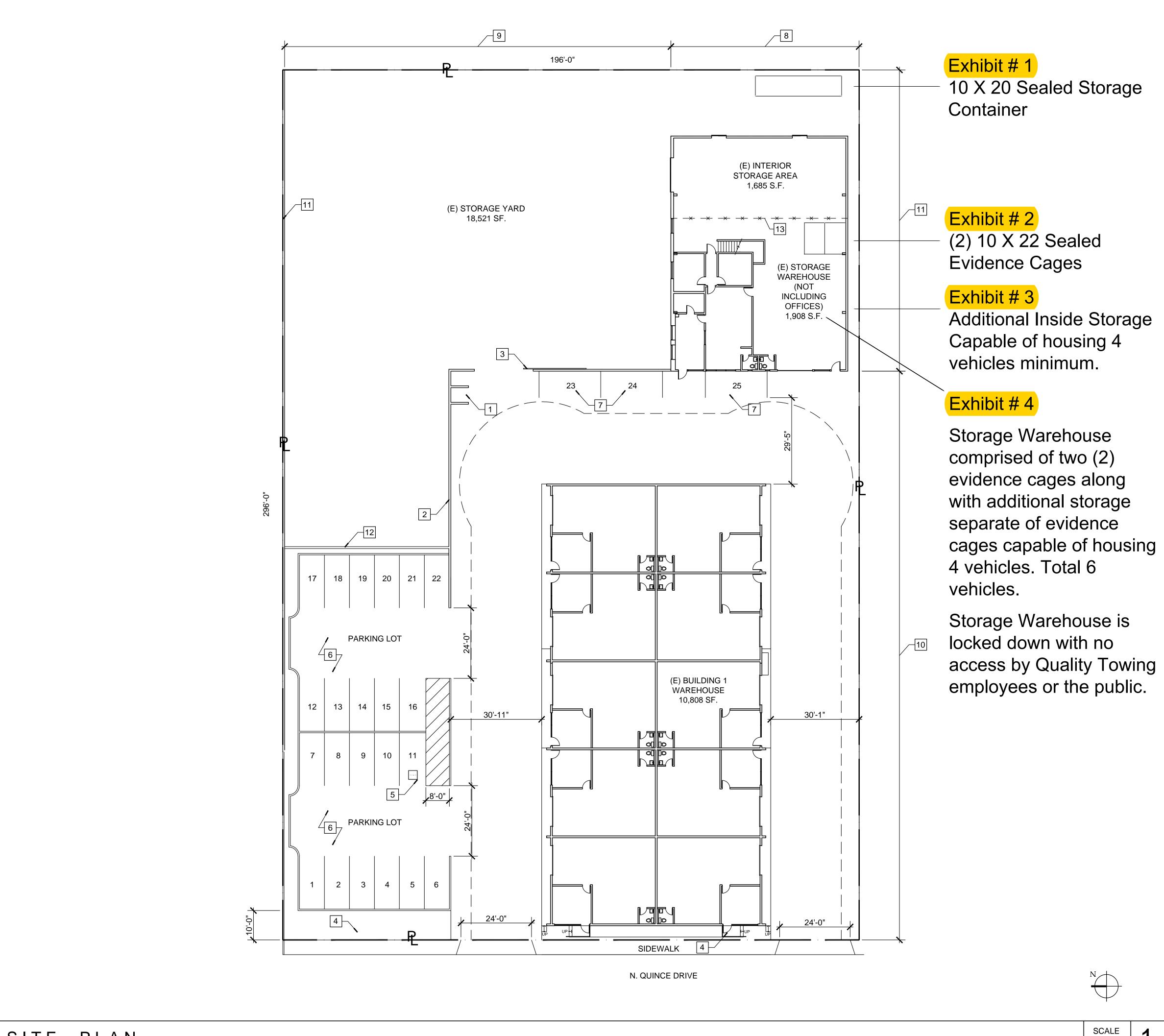
Quality has been in the towing business for several years and has contracts with various cities and insurance companies throughout California. Along with all the required space and equipment, Quality's knowledge and experience in the industry will be a great asset for all its towing service.

This is a formal request to add Quality East County Inc to the list of recommended towing companies to enter into contracts. If a determination that Quality is denied a contract, then I request the city provide my office with the necessary steps to submit an appeal. I appreciate your time on this matter and I am confident the city will agree with the contents of this letter and overturn the recommendation denying Quality's proposal.

Sincerely,

Steve S. Mattia, Esq.

EXHIBIT A



KEY NOTES

- 1 (N) COVERED TRASH ENCLOSURE
- 2 (E) 6'-0" HIGH FENCE
- 3 (E) 6'-0" HIGH GATE
- 4 (E) LANDSCAPING
- 5 (N) 9'-0" x 18'-0" ACCESSIBLE PARKING SPACE
- 6 (N) 8'-6" x 18'-0" PARKING SPACES
- 7 (N) 9'-0" x 22'-0" PARKING SPACES
- 8 (E) 6'-0" HIGH WOOD FENCE
- 9 (E) 6'-0" HIGH BRICK WALL
- 10 (E) STRUCTURE
- 11 (E) 6'-0" HIGH CHAIN LINK FENCE
- (N) 6'-0" HIGH FENCE TO MATCH (E)
- 13 CHAIN LINK FENCE FLOOR TO CEILING

PROJECT INFO

BUILDING & OUTSIDE STORAGE YARD SF:

10,808 SF. **BUILDING 1:**

6,030 SF. 16,838 SF. **BUILDING 2**:

TOTAL:

OUTSIDE STORAGE YARD: 18,521 SF.

PARKING:

BUILDING 1 10,808 WAREHOUSE 1 SPACE PER 800 SF. = 13 SPACES

BUILDING 2: 4,345 SF WAREHOUSE 1 SPACE PER 800 SF= 6 SPACES

> 1,685 SF WAREHOUSE 1 SPACE PER 800 SF= 2 SPACES

STORAGE YARD: 18,521 SF

1 SPACE PER 5,000 SF = 3 SPACES

TOTAL SPACES REQUIRED = 24 SPACES

TOTAL SPACES PROVIDED = 25 SPACES

NO FIRE SPRINKLERS

1/16"=1'-0"

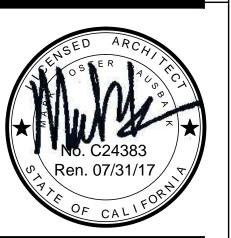
SCOPE OF WORK

- DEMOLISH EXISTING 6' BRICK WALLL SEPARATING PARKING FROM STORAGE YARD AND MOVE IT 60' TO NORTHEAST TO ACCOMMODATE 11 NEW PARKING SPACES.
- RE-STRIPE 11 NEW PARKINGS SPACES ADJACENT TO EXISTING PARKING, AS WELL AS 3 PARALLEL SPACES NEAR BUILDING 2.
- BUILDING 1 TO REMAIN UNCHANGED, NO EXTERIOR IMPROVEMENTS ON EITHER BUILDING.
- ADD CHAIN LINK FENCE IN BUILD 2 BETWEEN STORAGE AND WAREHOUSE
- RE-STABLISH A TOWING FACILITY WITH 20,206 SF OF STORAGE SPACE FOR CARS (18,521 SF OF OUTDOOR STORAGE AND 1,685 SF OF INDOOR STORAGE), FOR THE USE OF BUILDING 2 ONLY

m B A

mark BAUSBACK

ARCHITECT 3670 CLAIREMONT DRIVE SUITE 11 SAN DIEGO, CA 92117 858.623.0557



SHALL NOT OTHERWISE BE USED WITHOUT THE EXPRESS WRITTEN PURPOSE OF CONSTRUCTING THE SUBJECT PROJECT WILL BE FURNISHED TO AUTHORIZED PARTIES ONLY BY THE

REVISIONS **AS NOTED**

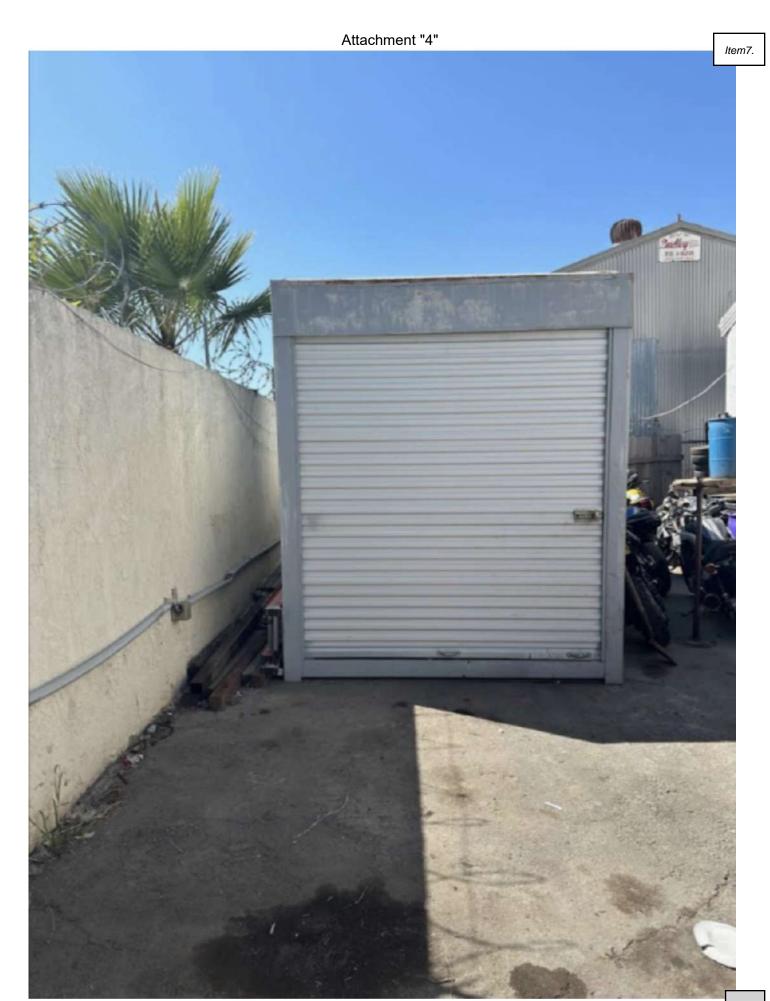
MOUNTAIN VIEW

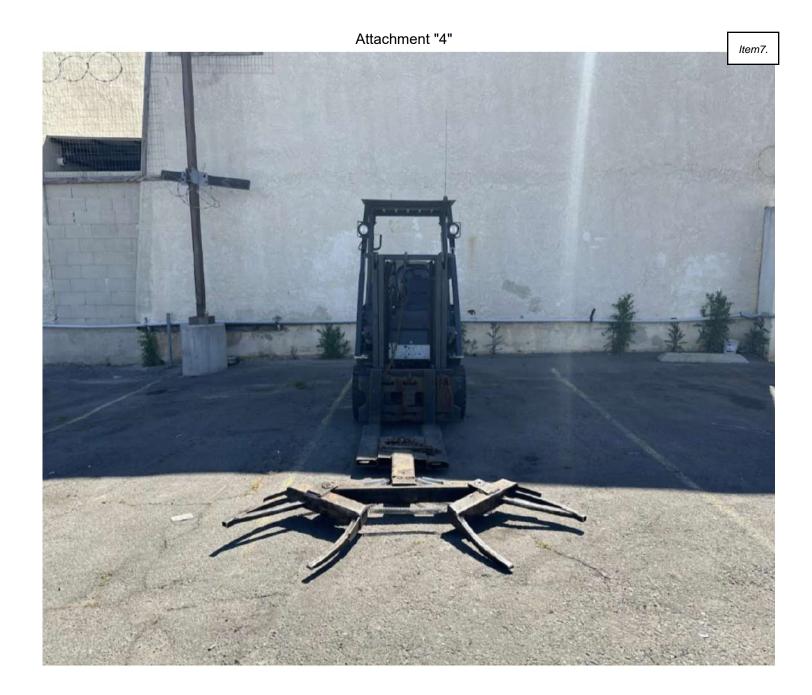
SP

EXHIBIT B









Edward Varso Chief of Police 1163 N. Centre City Parkway Escondido, CA 92026 Phone: 760-839-4706 evarso@escondido.org

June 22, 2023

Mr. Sunan Alsadik CFO/Vice President Quality East County, Inc. 520 N. Quince St. Unit 11 Escondido, CA 92025

Subject: Request for Proposal 23-17 – Inspection Details

A scheduled inspection of the Quality East County, Inc. Tow Yard, was performed on June 8, 2023. The following deficiencies were noted:

- RFP 23-17 required "Minimum Storage Space: The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows."
 - The tow yard measured 17,870 square feet with a storage space of 16,866 square feet for vehicle storage.
- RFP 23-17 required "TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public."
 - o There were only two inside storage spaces.
- RFP 23-17 required "Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids. The first area will be at least 400 square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat. The second area shall be at least 600 square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids."
 - There were two hazmat pads: the first hazmat area was 525 square feet and the second hazmat area was only 532 square feet.

As a result of these findings, Quality East County, Inc. did not meet the requirements of RFP 23-17. Please contact Lisa Rodelo, at lrodelo@escondido.org with any questions.

Sincerely,

Edward Varso Chief of Police

CC: Steve S. Mattia, Esq.

Edward Varso Chief of Police 1163 N. Centre City Parkway Escondido, CA 92026 Phone: 760-839-4706 evarso@escondido.org

June 22, 2023

Mr. Frank Khati, President Tow & Transport, Inc. 1802 Don Lee Place Escondido, CA 92029

Subject: Request for Proposal 23-17 – Inspection Details

A scheduled inspection of the Tow and Transportation, Inc. Tow Yard, was performed on June 8, 2023. The following deficiencies were noted:

- RFP 23-17 required "Minimum Storage Space: The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows."
- RFP 23-17 required "Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids. The first area will be at least 400 square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat. The second area shall be at least 600 square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids."
 - There were two hazmat pads: the first hazmat area was only 391 square feet and the second hazmat area was 647 square feet.

As a result of these findings, Tow and Transportation, Inc. did not meet the requirements of RFP 23-17. Please contact Lisa Rodelo, at Irodelo@escondido.org with any questions.

Sincerely,

Edward Varso Chief of Police





CITY OF ESCONDIDO City Clerk 201 North Broadway Escondido, CA 92025 (760) 839-4617 Fax: (760) 735-5782

31

APPLICATION TO APPEAL A DECISION TO THE CITY COUNCIL

Applicant: Quality East County Inc Mailing Address: 520 N QUINCE ST (Street)	Phone: (769306-5076
Mailing Address: 520 N QUINCE ST (Street)	Escandido 99025 (City) (Zip)
F-mail: Sunan Baya liter towing and	Fax:
Legal Owner: Sunan Alsadik Property Address: 520 N Quince ST Esq. (Subject of Assessor Parcel Number:	Phone: (619) 922 - 2281
Property Address: 520 N QUINCE ST ESC (Subject of	Appeal)
Assessor Parcel Number:	
Project Case Number (if appropriate): RFP No.	23-17
	No No
Justification for appeal (Use additional paper, if necessary)	
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Distribution:	
Planning Division City Manager	Signature of Applicant
City Clerk	06-28-2023
Applicant PD.	Date

MW/Forms/Appeal Application (Rev. 10/07)



CITY OF ESCONDIDO City Clerk 201 North Broadway Escondido, CA 92025 (760) 839-4617 Fax: (760) 735-5782

FOF	R CITY USE ONLY
	Application Code(s)
6 a 1 2 2	Fee (Non-Refundable)
1 1 1	Receipt No.
	Date Filed
	Council Hearing Date
	Planning Case File No.
	(if applicable)

APPLICATION TO APPEAL A DECISION TO THE CITY COUNCIL

Applicant: FRANK KHATI	Phone: (614) 455 - 2955
(Print)	57/200100 4200
Mailing Address: <u>1802 DoN LEE PLACE</u> (Street)	(City) (Zip)
E-mail: ROADWAY AUTO TOWNS EYAHOU. COM	Fax: (7 60) 747-3341
Legal Owner: LUGO FAMILY TRYST	Phone:
(Print)	
1 10port) / taarees	0100 CA 92029
Assessor Parcel Number: 228 351 09 ∞	ct of Appeal)
Project Case Number (if appropriate):	
Is legal owner aware of this application?	Yes No
Justification for appeal (Use additional paper, if necessary	ary):
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(SEE ATTAGLED)	
(200 13)12(185)	***************************************
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Distribution:/e Planning Division	Signature of Applicant
City Manager	112717022
City Clerk Other	61611 7065 Date
Applicant	
MW/Forms/Appeal Application (Rev. 10/07)	

Application to Appeal a Decision to the City Council

We are requesting an appeal on the denial of our Request for Proposals – RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services on Behalf of Roadway Towing 1802 Don Lee Place, Escondido CA 920297:53

While it is understood that all proposals are evaluated in strict accordance with the evaluation criteria as set forth in the RFP, we were advised our denial was based on not meeting the requirements set forth in:

Attachment A, Tow Services Agreement ~ Description of Services, No.9 Vehicle Storage & Office Hours, Section D (§ i - xv)

Given the scope of the requirements in Section D of Attachment A, it is difficult to believe that our facility failed all of the requirements as implied.

Our belief is that our facility met the requirements, and we are therefore requesting an independent review of our facilities as they pertain to the compliance with Section D, and after further review we request the denial be reversed.

Cordially,

Frank Khati



Quality East County, Inc

Dba Quality Towing & Recovery 520 N Quince St, Unit 11 Escondido, CA 92025

June 28, 2023

City Clerk's Office, City of Escondido

201 N Broadway, Escondido, CA 92025

Attention: Zack Beck, CMC, CPMC

City Clerk

RE: Appeal Letter

RFP No.23.17-Police Tow, Impound, and Referral Tow Services

Dear Mr. Beck,

In response to the feedback given by Deputy Director Rodelo via email dated June 20, 2023, at 10:17 PM, Quality Towing was advised that the reason for denial was due to the non-compliance with all of the requirements per RFP - Attachment A to Tow Services Agreement — Description of Services — No. 9 Vehicle Storage & Office Hours — Section D.

This letter is to challenge the decision made on our proposal for RFP 23-17. We strongly believe that Quality Towing is fully qualified and compliant with all of the requirements listed in the RFP - Attachment A to Tow Services Agreement – Description of Services – No. 9 Vehicle Storage & Office Hours – Section D.

The following attachments are the Exhibits to address each criterion:

Section i, Exhibit 1:

RFP States "The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles". Our outside and inside storage spaces makes it meet the minimum requirements by utilizing both inside and outside storage space.

Attachment "Site Plan"
We have 20,429 Square Feet.
Outside Storage = 18,521 SF.
Inside Storage = 1,908 SF.
Total Vehicle Storage Space = 20,429

Section ii, Exhibit 2:

We have an inside storage facility capable of housing 6 total vehicles, 2 inside the evidence cages and 4 outside the cages.

We have inside storage capable of storing vehicles inside the cages and outside the cages.

We have 1 (10X20) Sea Container.

We have 2 (inside storage cages)

Section iii, Exhibit 3:

The Entire yard is enclosed and closed off to the public.

Section iv, Exhibit 4:

All vehicles stored are kept inside the confines of the storage lot. All vehicles and their contents are kept safe from pilfering and screened from street level view.

Section v, Exhibit 5:

The storage yard's surface is free of mud, pools of water, debris, and other elements that would be harmful to stored vehicles or persons viewing the vehicles.

Section vi Exhibit 6:

We have a designated examination area / hazardous waste area.

Section vii, Exhibit 6:

Area to park two vehicles perpendicular to each other for inspection and/or overhead photography and it's flat.

Section viii, Exhibit 6:

Second area sufficient to hold 6 vehicles at any one time. Storage of vehicles leaking fluids.

Section ix, Exhibit 7:

Attached Quality Towing written policy for Hazardous Waste policies and procedures.

Section x, Exhibit 8:

Quality Towing has a forklift capable of moving and positioning vehicles onto inspection pad, and/or in the Sea Container and Evidence cages in the inside storage facility.

Section xi, Exhibit 9:

Lighting

Section xii, Exhibit 9:

Lighting

Section xiii, Exhibit 9:

Lighting

Section xiv, Exhibit 9:

Storage Yard Lighting

Section xv, Exhibit 9:

24-hour Video Surveillance

With all of these Exhibits provided, Quality Towing is trusting that the council will thoroughly review our appeal.

Regards,

Sunan Alsadik Vice President

1	Section i, Exhibit 1
2	Section ii, Exhibit 2
3	Section iii, Exhibit 3
4	Section iv, Exhibit 4
5	Section v. Exhibit 5
6	Sections vi. vii. viii. Exhibit 6
7	Section ix. Exhibit 7
8	Section x, Exhibit 8
9	Sections xi. xii. xiii. xiv. xv. Exhibit 9
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Attachment "9"	Item7.
	SECTION DIVIDER
	1

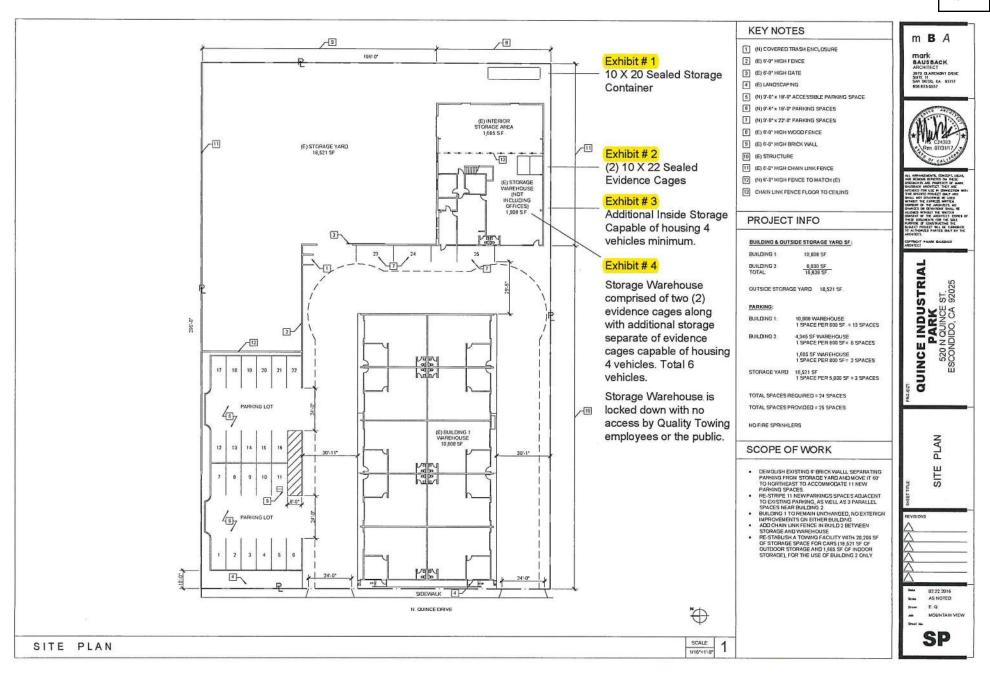
Exhibit 1.

Attachment A to Tow Service Agreement

No. 9 Vehicle Storage & Office Hours

Section d. i.

Minimum Storage Space: The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows.



Item7.

Exhibit 2.

Attachment A to Tow Service Agreement

No. 9 Vehicle Storage & Office Hours

Section d. ii.

TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public.









SECTION DIVIDER
3

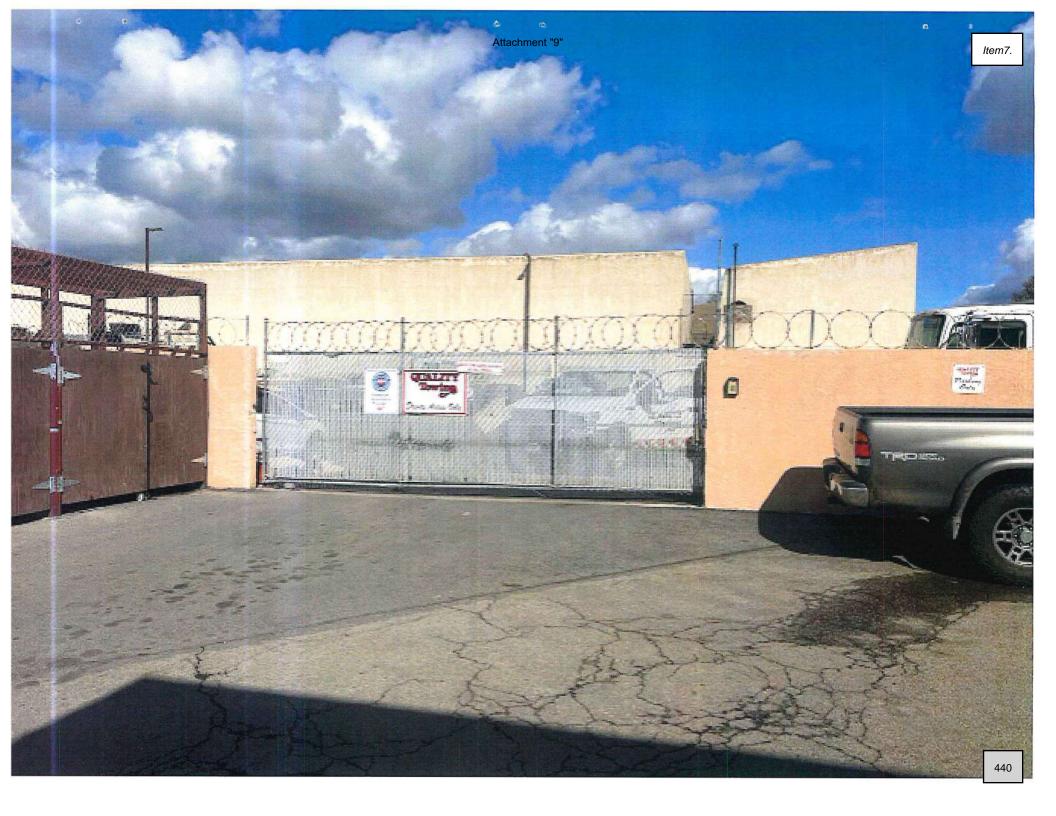
Exhibit 3.

Attachment A to Tow Service Agreement

No. 9 Vehicle Storage & Office Hours

Section d. iii.

The storage yard must be completely enclosed with a six foot high security fence with poles that are no further apart than eight feet wide and embedded in concrete. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.

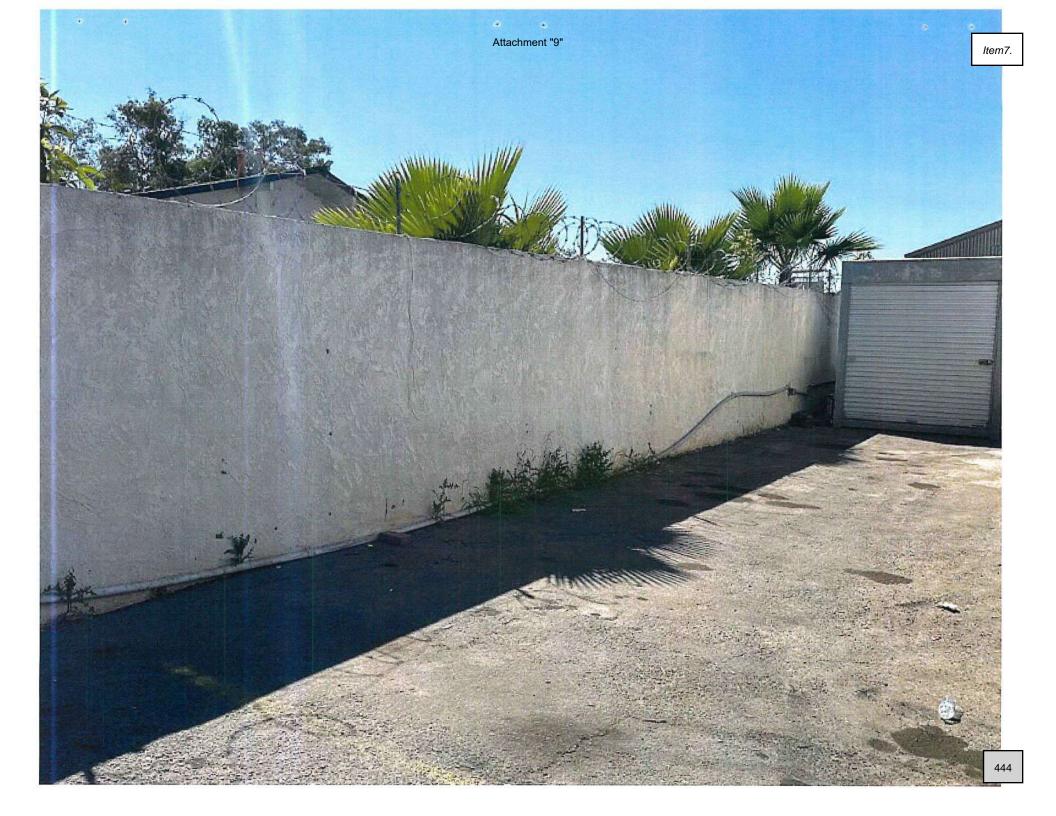


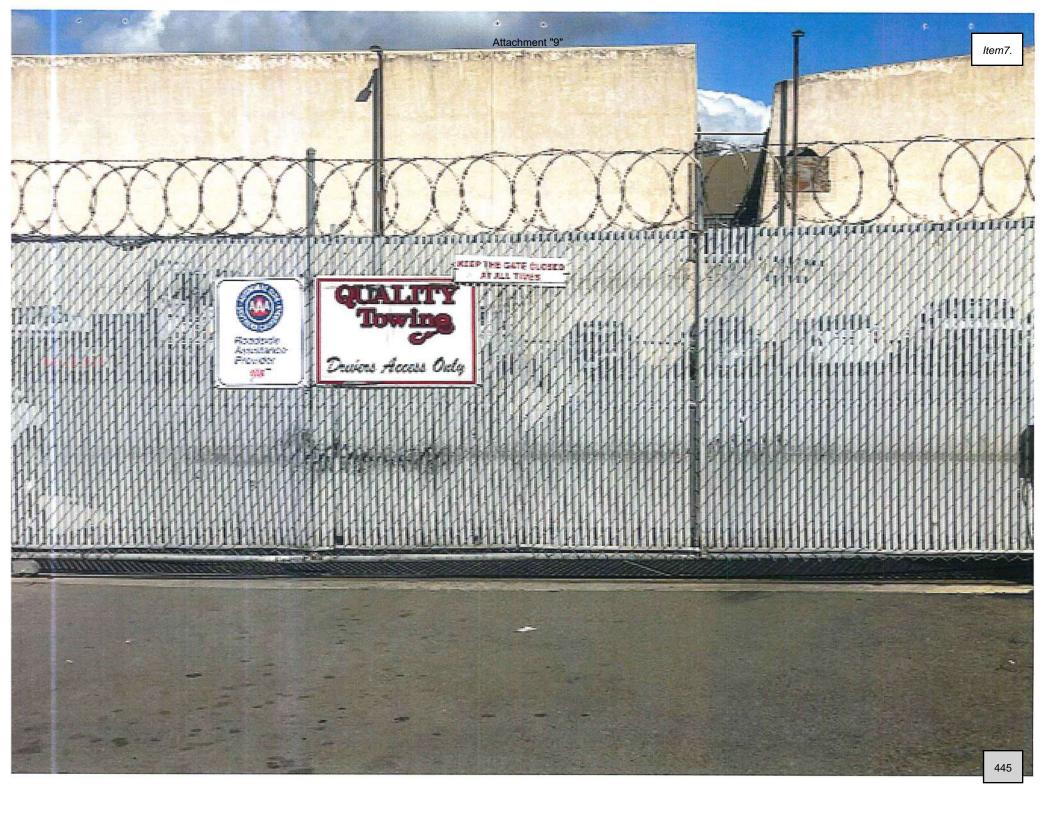


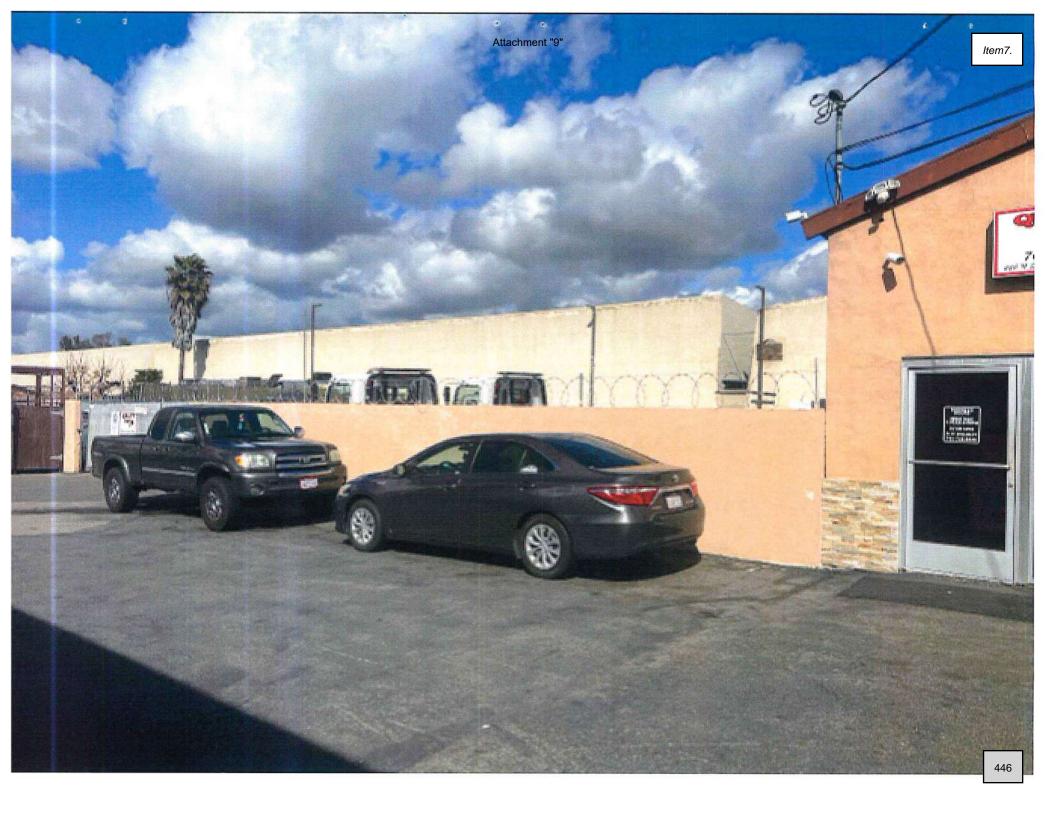


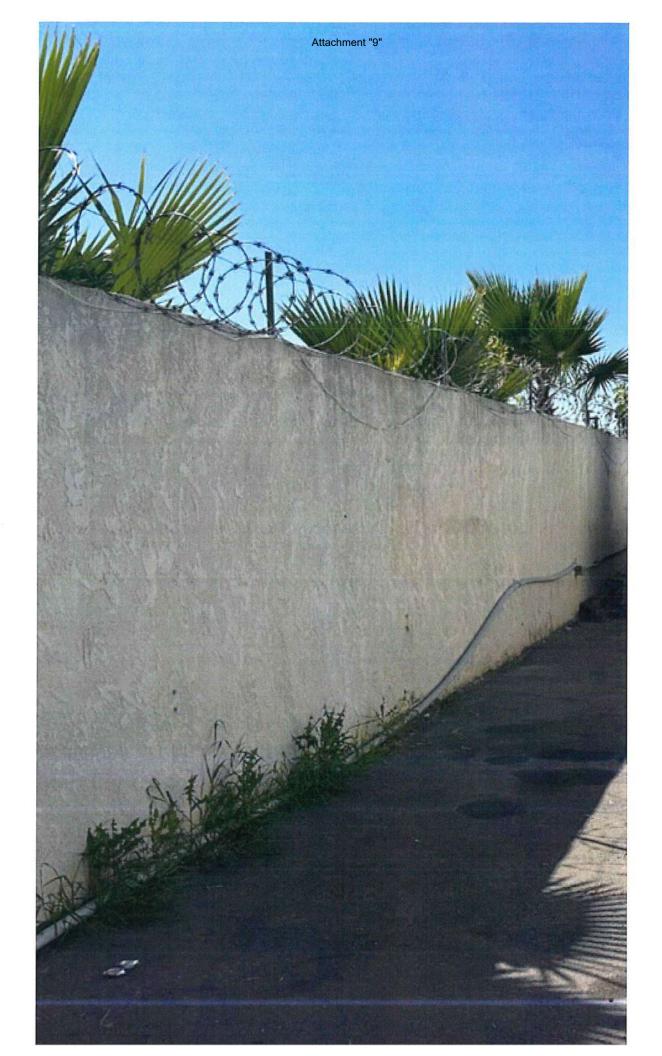












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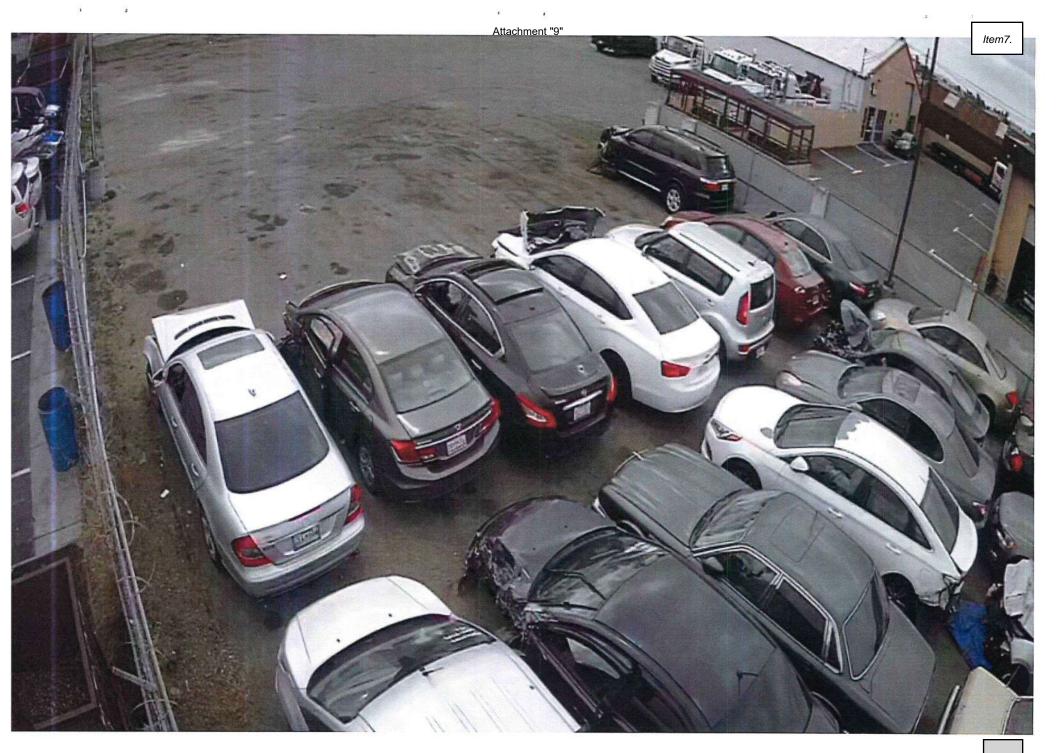
Exhibit 4.

Attachment A to Tow Service Agreement

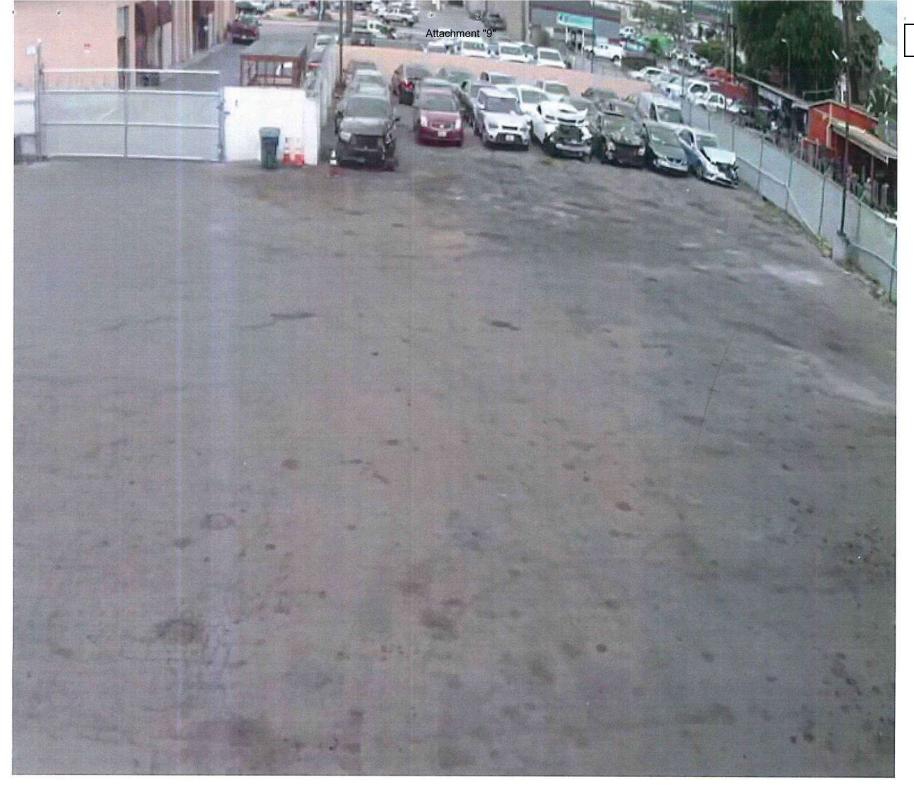
No. 9 Vehicle Storage & Office Hours

Section d. iv.

Vehicles and their contents must be kept safe from pilfering in the storage lot and must be screened from view from street level. All vehicles towed or stored pursuant to this Agreement must be kept within the confines of the storage lot.







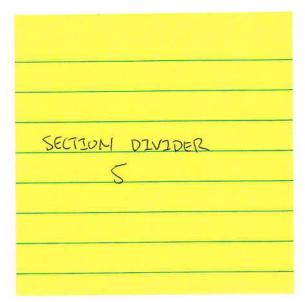


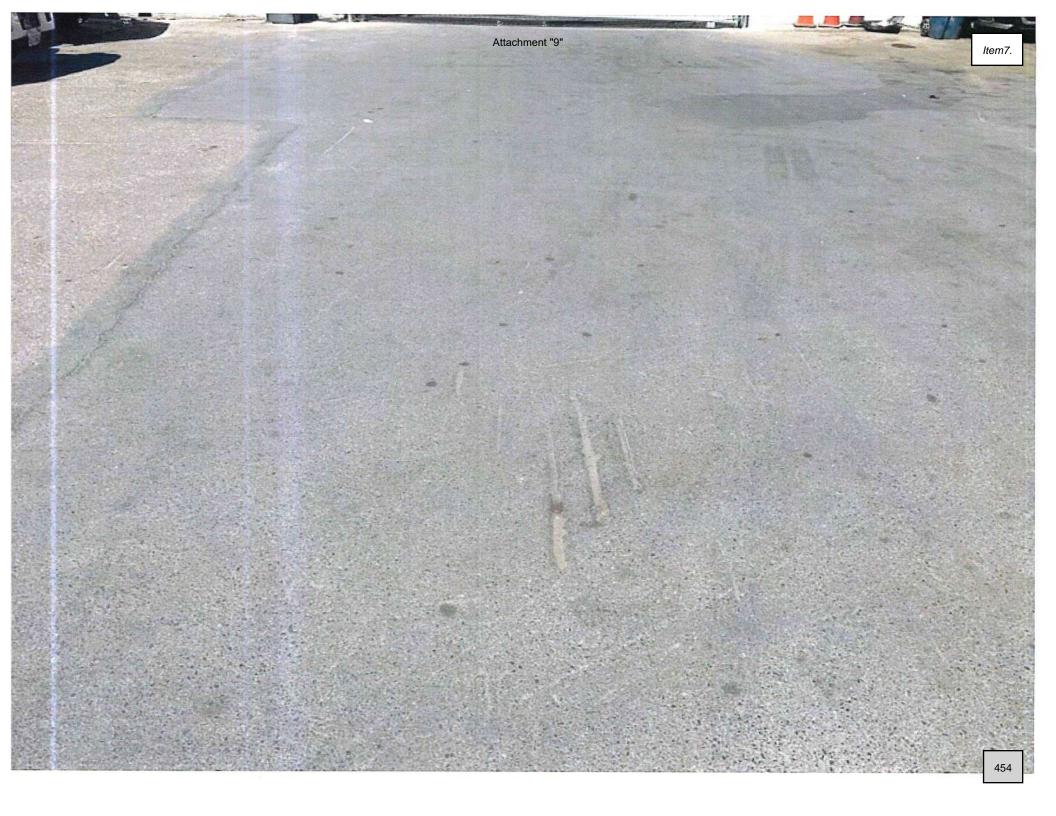
Exhibit 5.

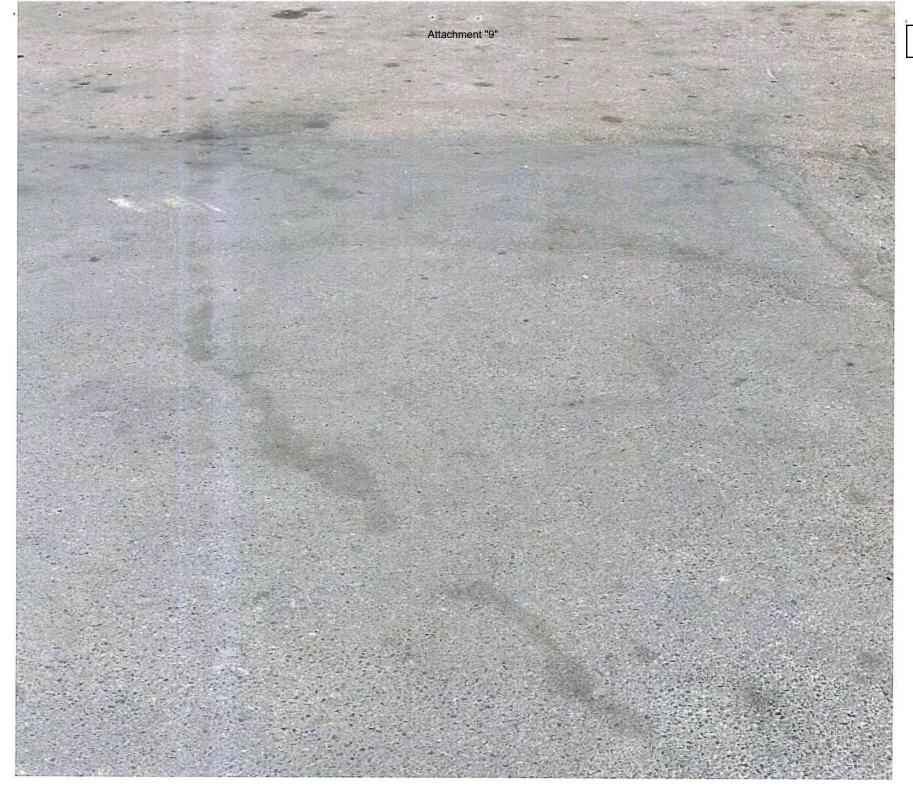
Attachment A to Tow Service Agreement

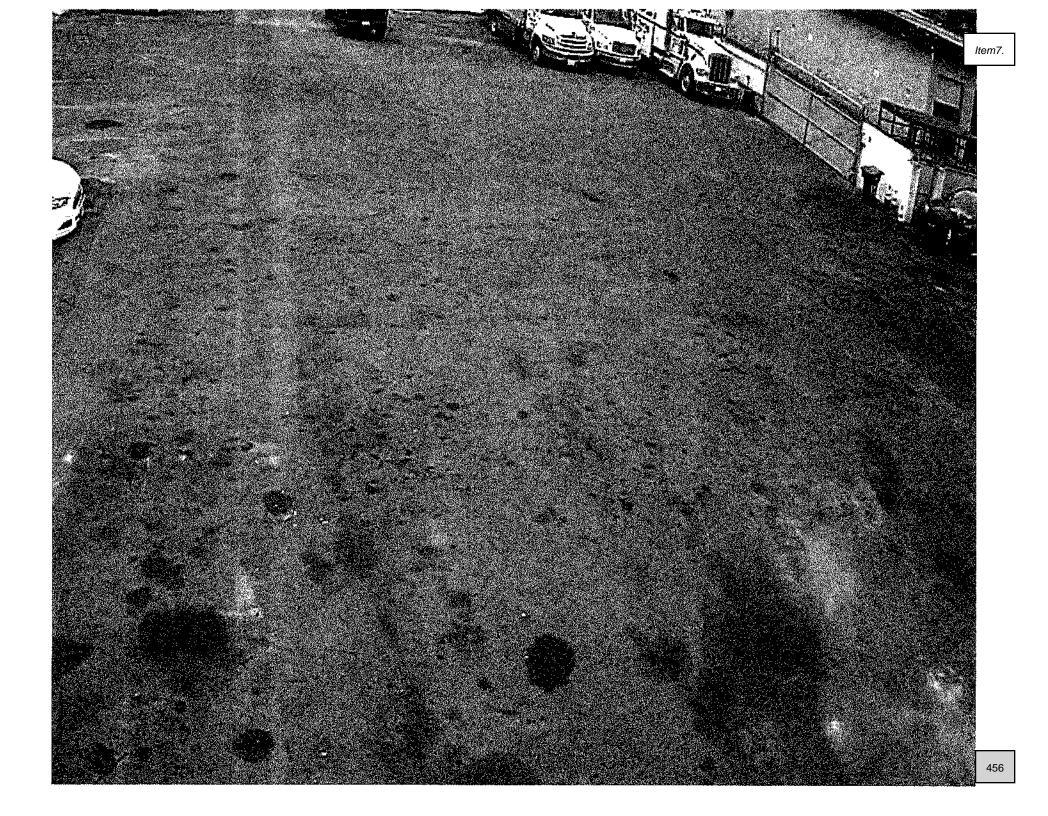
No. 9 Vehicle Storage & Office Hours

Section d. v.

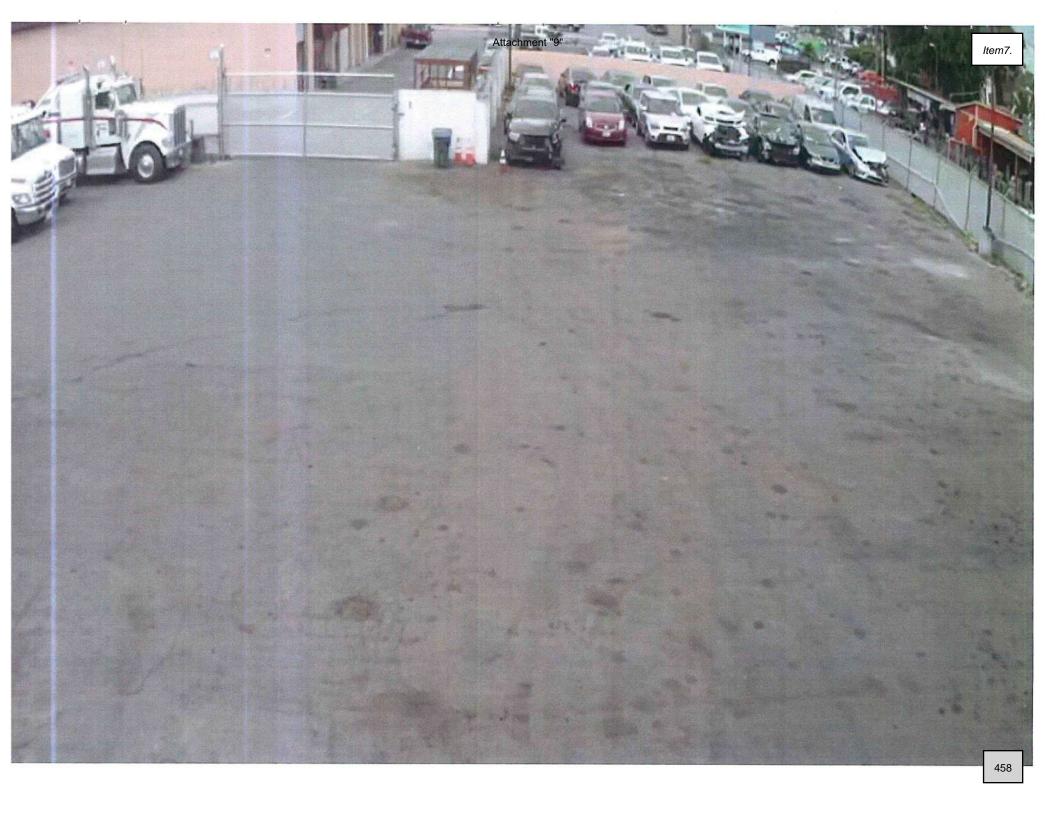
The storage yard should be comprised of a surface that remains free from mud, pools of water, debris or other elements that would be harmful to stored vehicles or persons viewing the vehicles. Examples of an acceptable surface would be concrete, asphaltic concrete, or a similarly durable surface.











SECTION DIVIDER
6

Exhibit 6.

Attachment A to Tow Service Agreement

No. 9 Vehicle Storage & Office Hours

Section d. vi.

Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids.

Section d. vii.

The first area will be at least 400 square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat.

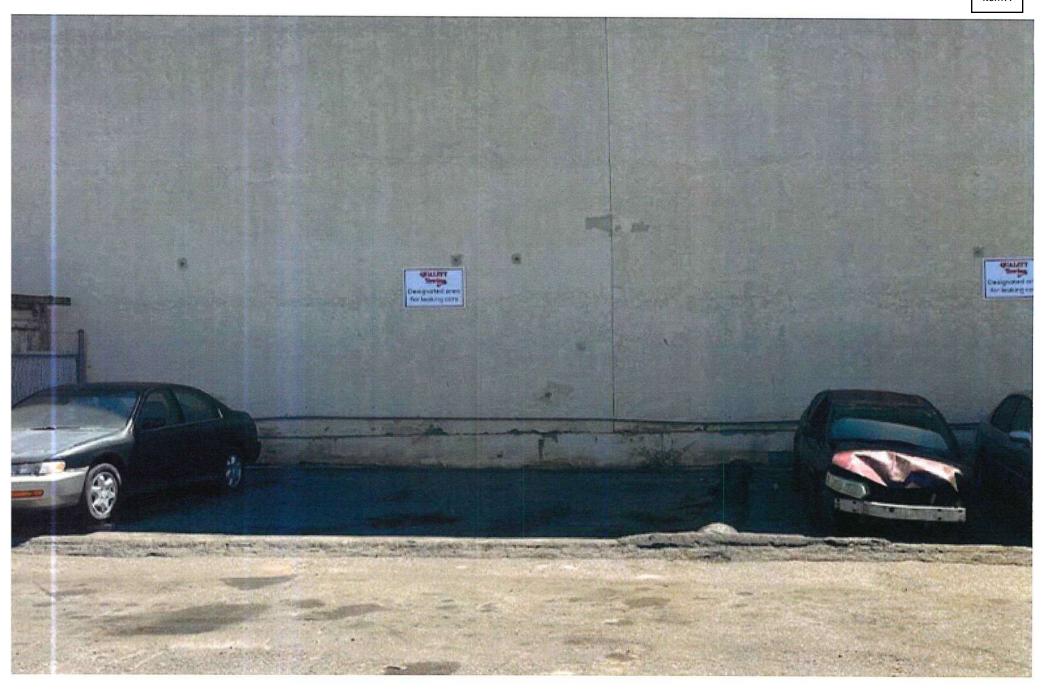
Section d. viii.

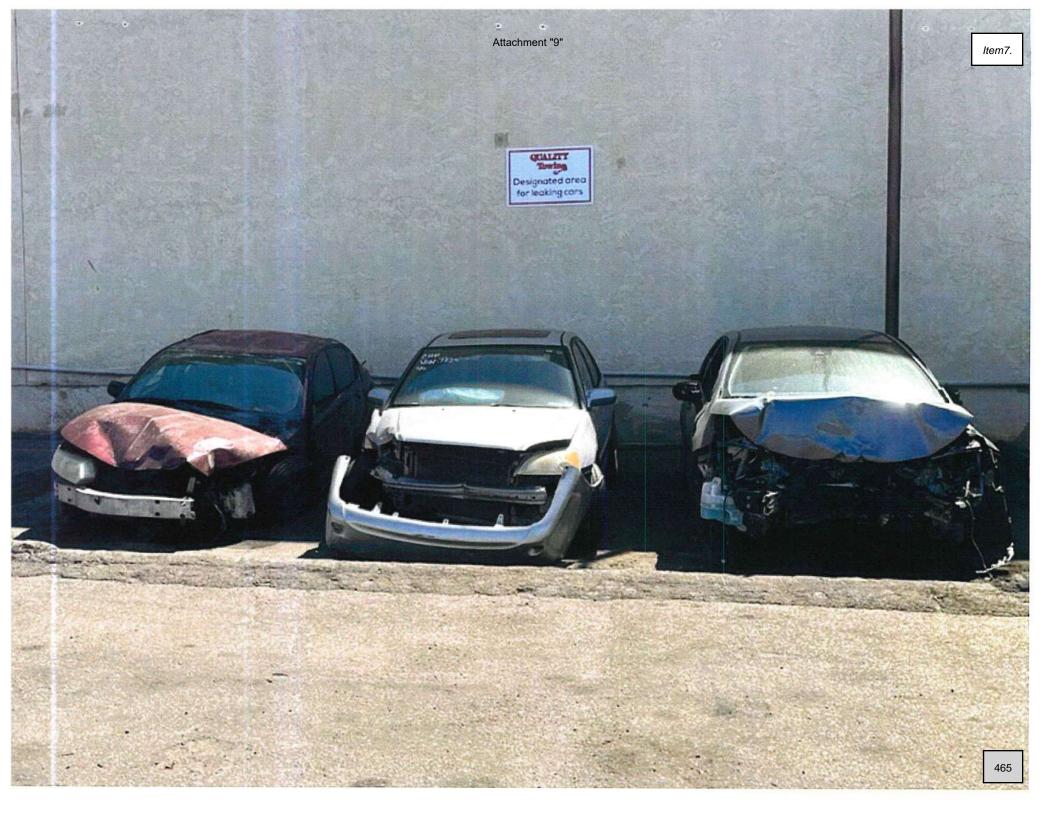
The second area shall be at least 600 square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids.

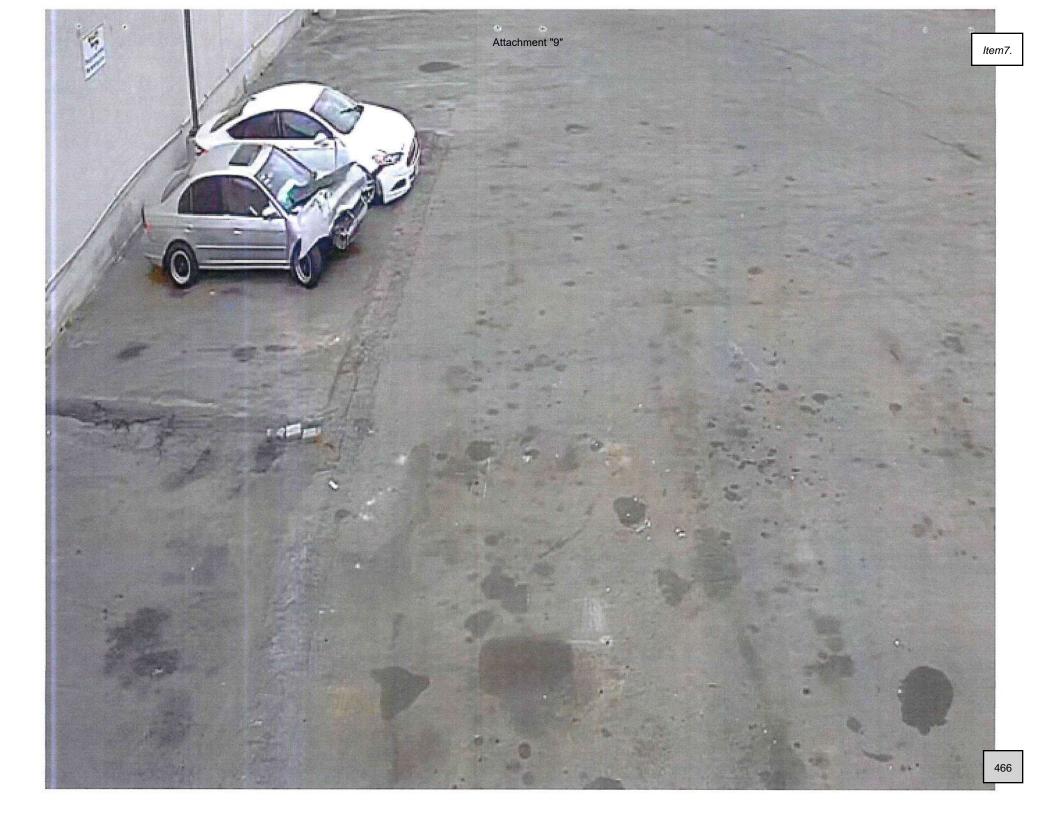


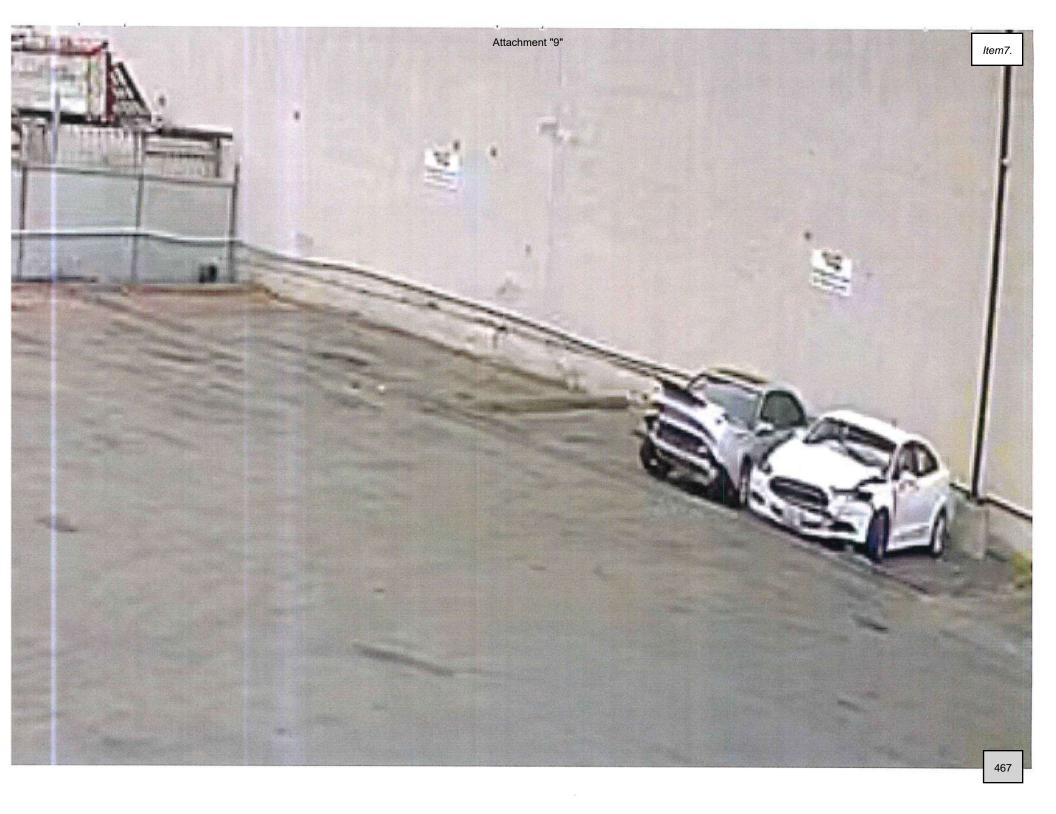












SECTION	DIVIDER
7	

Exhibit 7.

Attachment A to Tow Service Agreement

No. 9 Vehicle Storage & Office Hours

Section d. ix.

TOW COMPANY shall have on file a written policy and method of hazardous waste recovery and disposition approved by the Escondido Fire Department.

Case # F2019-0170



ESCONDIDO FIRE DEPARTMENT "9" Fire and Life Safety Inspection

1153 N. Centre City Parkway, Escondido, CA 92026 • Plone. (700) 839-5400 • E-mail. fire-dmin@escondido.org • Web. www.fire-escondido.org

Business Name: QUALITY TOWING Inspection Date: 10/12/22

Business Address: 520 N QUINCE ST, UNIT 11

Business Phone: 760 745 8635

Billing Contact: Sunan alsadik Billing E-Mail: Sunan@qualitytowing.net

Emergency Contact: Sunan alsadik Emergency Phone: 61992222281

Square Footage: 2500 # of Units: 1 Occupancy Type/Load: Resolved Date finit a. Permit required - Fire Department permit(s) required for operation(s); 2. FIRE DEPARTMENT ACCESS a. Key box maintenance - Provide current master keys for emergency access to all building areas b Address numbers - Must be in approved locations, contrasting color, and clearly legible from street and rear access door(s)
 c. Restore fire lane markings - Red curbs with white stencifed curb reading "NO PARKING - FIRE LANE" and signage every 50 feet d. Fire lane obstructions - Eliminate obstructions including parked vehicles for full required width & height 3 EXITS 8 Blocked exit ways - Exit doors, exit corridors, and aisles must remain free from obstructions and materials at all times b Exit doors - Remove thumb turn locks, slide balts, bars, padlocks and flush balts that are not automatic c. Exit doors must open in a single action with maximum of 15 lbs of pressure. d Locks and latches - Key-operated device allowed only on the main entrance with "DODR TO REMAIN UNLOCKED DURING BUSINESS HOURS' sign posted above exit in Group A (300 or less occupant load), B, F, M, S Exit doors shall be easily identifiable and shall not be concealed by curtains, decorations, or similar materials. 1. Exit doors must swing in the direction of travel if the occupant load is 50 or more g. Panic ext hardware – Required on doors serving an assembly area with an occupant load of 50 or more.
h. Exit signs – Required where more than one exit or exit access is required. Must be illuminated and visible from any direction of travel. 0. Emergency exit spring – Need to replace batteres for emergency lights illuminating aisles, comidors and exit stanways
 Cocupant load – An approved sign must be posted near the main exit of every assembly room with an occupant load of
 FIRE PROTECTION & FIRE ALARM SYSTEMS 5-year Certification Last Serviced a Service of Sprinkler System required - Annual Inspection 5-year Certification Last Serviced:
b Sprinkler heads - Maintain a minimum of 18" clearance below fire sprinkler head deflectors.
c Chain and lock control valves - All control valves must be secured with an approved chain and padiock or device. d. Unobstructed access shall be maintained to fire protection equipment at all times. Minimum clearance around hydrants is 3 feet. e. Sprinkler system - Replace damaged/missing components, deflectors, spare heads, head wrench, PIV wrench, and FDC caps.
 f. Spray booths shall be serviced every 6 months or upon discharge. Last Serviced. g Hood Extinguishing Systems shall be serviced every month(s) or upon discharge. Last Serviced:

h Carbon Monoxide Defectors shall be located outside of each separate steeping area and on every level.

Maintenance, inspection, and testing of smoke/carbon monoxide detectors — A written record and all be maintained and submitted. Fire elarm system - Provide certification of proper fire alarm operation by qualified technician.

5. PORTABLE FIRE EXTINGUISHERS Last Serviced: a. Service Due - State Fire Marshal-licensed service is required annually and if discharged or tampered with. Last serviced mounted in a visible, accessible location. Maximum travel fire extinguisher(s) with a minimum rating of distance shall not exceed every 75 feet. c. Mounting extinguisher(s) less than 40-bs. The top of the fire extinguisher should not be more than 5 feet above the floor d. Provide K-type extinguisher(s) no greater than 30 feet from a heated combustible vegetable or animal olifats hazard. 6. ELECTRICAL a Extension cords shall not be a substitute for permanent wiring. Wring must not run through walls, doors, or under carpet
 b. Multi-plug adapter - Discontinue use. Provide permanent outlets. Exception - Powers Taps w/ built-in circuit breakers. Power cord maintenance - Shall be maintained without splicing, deterioration, or damage Replace missing or damaged components - Replace damaged or missing cover plates for outlets, light switches, and junction boxes. Circuit breaker panel blanks/unused openings - Provide circuit breaker blanks for missing breakers. f. Circuit breaker identification - Identify each circuit breaker in electrical panel. Label electric room doors.
g. Working space & clearance - Maintain min. 30" width, 36" depth, and 76" in height in front of electrical service equipment. Absternant of electrical hazard - Permanent electrical wiring must be repaired by a licensed electrician under permit. 7. GENERAL FIRE SAFETY a. Storage below ceiling in non-sprinklered buildings - Provide 24" of clearance below ceiling b. No combustible storage furnace/electrical rooms. No storage under stairs unless area is enclosed with 1 hr. construction, walls/ceiling c. Ignition sources - A minimum 36" clearance is required between heat-producing equipment and combustible storage d. Improve housekeeping - Maintain storage in a neat and orderly manner to minimize fire spread and facilitate control e. Dumpster - Prohibited in buildings: minimum 5 feet from combustible walls, eaves, or openings. f. Grease filter/hoods/ducts - Clean all grease collecting filters, hoods and ducts frequently to prevent grease accumulation. g. Secure compressed gas cylinders - Chain and secure compressed gas cylinders to a food object. h. Provide Sign(s): 8. FIRE-RESISTIVE BARRIERS Fire assemblies – Fire doors and smoke barriers must be self-closing and not be blocked or propped open to prevent from closing.
 B. Restore fire-resistive construction - Restore maintain any penetrations of walls and cellings to prevent the spread of fire. 9. FLAMMABLE AND COMBUSTIBLE LIQUIDS a Containers - Flammable liquids to be stored and dispensed in approved containers and clearly marked Containers – Ony rags, oily weste, paint rags, or senter materials must be kept in an approved self-closing metal container. c. Quantity limits for liquids storage/use – Permit required if frammable liquids exceed 5 pal inside, 10 gal outside DR if combustible liquids exceed >25 gal inside, >60 gal outside. Cannot exceed amounts shown in Table 5003.1.1(1) d Secondary containment - must be provided when the maximum allowable quantity in exceeded according to Table 5003.1.1(1) e. Provide an approved flammable liquids storage cabinet for liquids in excess of 10 gallons when used for maintenance and equipment 10. HAZARDOUS MATERIALS a. Provide data - Provide a list, in approved format, of hazardous material quantities stored and in use. MSDS required onsite 11. MISCELLANEOUS See attached inspection Report for more information (Prevention 24.0) a Describe in Corrections and Comments

CORRECTIONS & COMMENTS

No violations

Feiture to correct a hazard may result in legal action and/or business license suspension. An ediministrative fee will be charged for a failed re-inspection. This fee is in addition to any citation fines/court costs. A Fire Department representative will sign this form when all violations have been corrected.

Business Representative: (Print) Sunan alsadik (Signature)

Re-inspection Date (on or after)

Fire Dept. Clearance: (Print) Pat Keene (Signature)

Date: 10/12/22

470





FIRE DEPARTMENT

1163 N. Centre City Parkway Escondido, CA 92026

Phone: **760-839-5400** fireadmin@escondido.org www.fire.escondido.org



Quality East County Inc Quality Towing 520 North Quince St Escondido, CA 92025 Phone: (760) 306-5076

Storm Water Pollution Prevention

Motor Vehicle Yard

Driver's Hazmat
Procedures & Policy



Quality East County Inc Quality Towing 520 North Quince St Escondido, CA 92025 Phone: (760) 306-5076

Storm Water Pollution Prevention - Driver's Hazmat Procedures & Policy

Contents List:

- 1. Policy Statement
- 2. Storing Vehicles that Contain Fluids
- 3. Draining & Transferring Fluids
- 4. Fluid Containers
- 5. Fluid Storage Areas
- 6. Used Oil & Filters
- 7. Recovered Gasoline
- 8. Antifreeze
- 9. Solvents and Degreasers from Parts Washing
- 10. Spill Response
- 11. Lead Acid Batteries
- 12. Vehicle Refrigerants
- 13. Scrap Tires
- 14. Site Control/Inspection
- 15. Storm Water Management

1. POLICY STATEMENT



Quality East County Inc Quality Towing 520 North Quince St Escondido, CA 92025 Phone: (760) 306-5076

1. POLICY STATEMENT

The objective of our Storm Water Pollution Prevention (SWPPP) is to prevent surface and groundwater contamination. This SWPPP also aims to eliminate unpermitted non-storm water discharges, identify pollution sources, implement efficient BMPs, and to establish a monitoring program.

Our establishment operates as a towing and storage yard, housing vehicles involved in accidents and impounds from local law enforcement agencies such as the California Highway Patrol. Potential pollutants at our facility include waste absorbent materials, waste automotive fluids and vehicle battery inventory. These pollutants are stored in a designated hazmat area under a roof on containment pallets. All waste is properly labeled, sealed, and stored in 55-gallon drums. CleanTech Environmental company services our hazardous waste disposal.

All Quality Towing employees are aware of our Storm Water Pollution Prevention - Driver's Hazmat Procedures & Policy. All Quality Towing employees are trained and are given a copy of our manual to follow procedures implemented.

Inside Facility:

If a vehicle is leaking fluid while inside our storage facility it will be moved to the designated sealed hazmat pad to drain completely. We will use absorbent to absorb the leaking hazardous fluids and it will be swept and placed inside a clearly marked hazardous waste 55-gallon drum.

Outside Facility:

Quality Towing drivers are trained to handle leaking hazardous materials outside our facility such as encountering a vehicle involved in an accident leaking hazardous oils and fluids. All of the tow trucks carry absorbent that the driver will use to soak up any fluids and swept into the trash can each tow truck is equipped with. The hazardous waste collected will be properly disposed of in the clearly marked hazardous waste 55-gallon drum.

We've implemented the following guidelines to contain any hazardous waste ranging from battery acid leaks to vehicle engine oil leaks to prevent hazardous waste spillage and to protect the health of our customers and staff members.

2. Storing Vehicles that Contain Fluids



1.	Each end-of-life vehicle (ELV) at the facility is checked for leaks on a regular basis, at least weekly, starting when the vehicle first arrives at the facility and continuing until the vehicle is drained of all fluids.	YES	NO
2.	Drip pans are placed under leaking vehicles, where needed, to keep leaks off the ground.	YES	NO
3.	All ELVs that contain fluids are:		
	a. Stored in an upright position.	YES	NO
	b. Not stacked or piled on top of one another.	YES	NO
	c. Stored with enough clear space around each vehicle to allow access for regular leak checks, as well as leak containment and clean up when needed.	YES	NO



Storing vehicles in rows with plenty of aisle space allows the vehicles to be checked regularly for leaks.



Vehicles stored in brushy areas cannot be easily inspected for leaks.

Stacking vehicles that contain fluids can result in undetected leaks.





Always stop leaks before they spread.

Motor vehicle fluids of concern include:

- gasoline
- cliesel fue
- · motor of
- hrako fluid
- transmission fluid
- power steering fluid
- · antifreeze
- refrigerants
- battery acid



It's a good idea to clearly mark vehicles to show they have been fully drained.

3. Draining and Transferring Fluids



Part Contract		THE RESIDENCE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NA		THE RESERVE OF THE PERSON NAMED IN
1.	All work involving motor vehicle fluids—including draining fluids from vehicles and parts, dismantling parts that contain fluids, pouring fluids from container to container, and dispensing fluids from containers—is done:			
	a. Over a dry, impervious spill containment surface, such as a concrete pad.	YES	NO	
	b. Inside an enclosed structure during inclement weather.	YES	NO	
	c. Using drip pans and funnels, or mechanical pumps.	YES	NO	
2.	Motor vehicle fluids are never drained or transferred to or from containers over bare ground or outside in the rain and snow.	YES	NO	
3.	Recovered gasoline, if used to fuel vehicles and equipment at the facility, is dispensed to the vehicles and equipment over a concrete pad or other impervious spill containment surface only.	YES	NO	Not dispensed
4.	After cutting fuel lines, brake lines, and other fluid lines, the lines are plugged or crimped to stop leaks and drips.	YES	NO	Not cut
5.	When drained, gasoline, oil, antifreeze, and other vehicle fluids are stored separately in sealed, leak-tight containers. Gasoline, oil, and an-	YES	NO	



tifreeze are never mixed intentionally.

What is an "impervious spill containment surface"? It is a solid surface through which fluids cannot pass when spilled (for example, a concrete pad). The surface is typically sloped toward the middle, or there is a lip, curb, or wall around the outer edges to keep spilled fluids from running or seeping off the pad onto the ground. The pad must be free of cracks, holes, drains, and other openings. Wood, gravel or earthen surfaces are not considered impervious.

What's wrong with these pictures?



There is no impervious spill control surface (such as a concrete pad) under this dismantling rack to keep fluids from spilling on the ground.

The concrete pad under this dismantling rack is too small and there is no lip around the outer edge to stop spills from running off the pad.

When fluids spill on a wet pad, they contaminate the storm water that runs off the pad. Never drain fluids and handle fluid-containing parts out in the rain and snow.



Do not allow motor vehicle fluids to drain off the impervious surface onto the ground.



Put fluid-containing parts on a drip rack and let them drain into a drip pan or basin.



Never pour or dispense fuel over bare ground. Make sure vehicles and equipment are fueled over a concrete or other impervious surface only.



To prevent spills, use funnels to fill containers. When done, remove the funnel and cap the container.

4. Fluid Containers



1.	All tanks, drums, pails, and other containers used to store motor vehicle fluids are:	YES	
	a. In sound, leak-tight condition.		NO
	b. Clearly labeled to show the contents.	YES	NO
	c. Capped or closed tightly, except when fluids are being added or removed.	YES	NO
<u>.</u>	Drip pans are kept under all spigots, valves and pumps connected to tanks and other containers used to store motor vehicle fluids.	YES	NO



To prevent spills, keep fluid containers capped and closed. Also, do not overfill them.



Labeling containers reduces the chance of accidentally mixing different fluids together. Mixed fluids must be disposed of as a hazardous waste, which is costly.



Rusted, bulging, and dented containers are not safe for storing fluids.



Store fluids in clearly labeled containers that are in good condition. Remove funnels and cap the container when not in use.

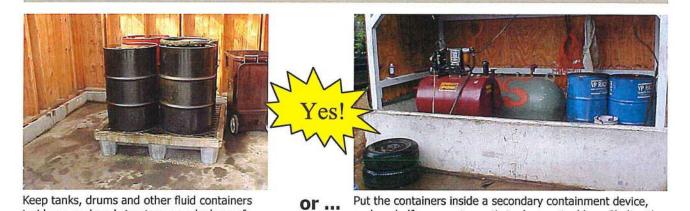
5. Fluid Storage Areas



1.	All containers of gasoline, oil, solvents and other flammable liquids —including tanks, drums, and pails — are stored in a fire safe manner.	YES	NO	
2.	All containers of gasoline, oil, solvents and other flammable liquids — including tanks, drums, and pails — are stored:			
	 Inside a ventilated enclosed structure — such as a ventilated building, box trailer, or storage shed — on a concrete or other impervious spill containment surface; AND/OR, 	YES	NO	N/A
	b. In an impervious secondary containment device — such as a concrete vault — that is sheltered by a roof or other covering to keep out rain and snow. The secondary containment device, even when filled with containers, has enough capacity to hold 110% of the volume of the largest container stored within.	YES	NO	
3.	If there are open drains in the area(s) where motor vehicle fluids or solvents are stored, the drains are connected either to a municipal sewer system (with written permission) or a holding tank registered with the N.H. Department of Environmental Services.	YES	NO	No drains
4.	All containers of motor vehicle fluids and solvents are stored where they can be easily inspected for leaks.	YES	NO	
5.	If stored outdoors, all containers of gasoline, oil, and solvents — including tanks, drums, and pails — are kept:	N/A—Never stored outdoo		d outdoors
	a. 50 feet or more from surface waters, catch basins and storm drains.	YES	NO	
	b. 75 feet or more from private wells.	YES	NO	
	c. Outside the protective radius of public water supplies. (Note: Typically, the protective radius measures 75-400 feet, depending on the type of public water system).	YES	NO	



Never store containers with fluids on the ground or out in the rain or snow.





inside an enclosed structure on a leak-proof

surface.

This tank bottom is not a good secondary containment device because it will not hold 110 percent of the volume of the largest container stored inside and will quickly fill with rain and melted snow.



such as half a concrete septic tank or a steel box. Shelter the

entire structure from precipitation.

Fluids can be stored inside a box trailer, provided it will contain leaks. Seal the floor and seams, and add a "lip" to the open end, such as the yellow one shown in this picture.

6. Used Oil and Filters



-				
1.	All used oil collected at the facility is either burned in a used oil furnace during cold weather to heat the facility and/or shipped to an authorized used oil marketer or hazardous waste treatment facility on a regular basis.	YES	NO	
2.	If the facility ships used oil off-site, transportation paperwork (bill of lading or manifest) documenting the destination is kept on file for at least three years and is available for inspection if requested.	YES	NO	N/A
3.	If the facility operates a used oil furnace, written notification has been submitted to DES on the required form and DES has issued an identification number to the facility.	YES	NO	N/A
4.	Tanks, drums, and other containers of used oil are clearly labeled as follows:			
	a. "Used Oil for Recycle," if suitable for recycling.	YES	NO	
	b. "Waste Oil" with a required hazardous waste label, if contaminated.	YES	NO	
5.	Used oil is never intentionally mixed with gasoline, antifreeze, solvents, or fluids from parts washers.	YES	NO	
6.	Used oil filters, when removed, are crushed or punctured and fully drained then recycled with other scrap metal at the facility, or disposed of at a permitted facility.	YES	NO	



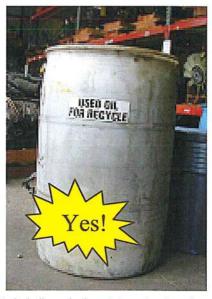


Completely drain (or crush) used oil filters and recycle them with other scrap metal.

Oil filters, if fully drained, can be recycled with other scrap metal. To fully drain a filter, puncture and place it over a drip rack at room temperature (or warmer) for 12 hours, or crush it over a drip pan.



Never dump used oil on the ground, or into drains, septic systems, wetlands, or water bodies. "You dump it, you drink it."



Label all used oil containers to show the contents.

If used oil is contaminated or not recycled, it must be labeled and managed as a bazardous waste.

7. Recovered Gasoline



1.	Tanks, drums, or other containers of recovered gasoline are labeled clearly as follows:		
	a. Gasoline that is still usable is labeled "Gasoline," "Good Gas" or similar.	YES	NO
-	b. Gasoline mixed with water that will be shipped to an authorized reclamation facility is labeled "Gas/Water Mixture for Recycle" or similar.	YES	NO
	c. Gasoline that is mixed with other fluids, or is no longer usable as fuel, is labeled "Bad Gas" and also has a proper hazardous waste label.	YES	NO
2.	Good gas is used to fuel vehicles and equipment.	YES	NO
3.	Bad gas is either shipped to a authorized reclamation facility as an off- specification commercial product (if a mixture of gas and water), or an authorized hazardous waste treatment or disposal facility (if no longer	YES	NO

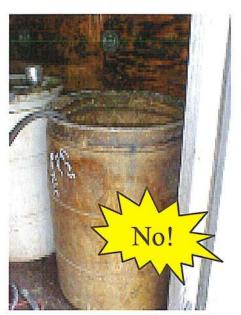


A self-contained portable gas pump, such as this "Gas Buggy," is a helpful tool. It pumps gasoline out of vehicle fuel tanks and into storage tanks and drums, effectively eliminating spills due to draining and pouring gas by hand.



Even though this tank is labeled clearly and sheltered by a roof as required, it is not correctly installed. It must also be placed inside a secondary containment device and be surrounded by a concrete refueling pad.

Mixing can be expensive!
Gasoline mixed with used oil,
antifreeze, lubricants, solvents,
or other fluids must be shipped
to an authorized hazardous
waste treatment or disposal
facility.



Storing gasoline in open containers is a fire and explosion hazard, in addition to being at risk for spills.



This gasoline storage tank is correctly installed inside secondary containment, sheltered by a roof, and surrounded by a concrete pad for controlling spills when dispensing gas from the storage tank into vehicles and equipment.



Never dump gasoline on the ground, or into drains, septic systems, wetlands or water bodies. "You dump it, you drink it!"

8. Antifreeze



1.	Tanks, drums, and other containers of recovered antifreeze are labeled clearly as follows:		
	a. Antifreeze that is still usable is labeled "Good Antifreeze" or "Used Antifreeze for Recycle," or similar.	YES	NO
	 b. Antifreeze that is no longer usable due to the presence of physical or chemical impurities or loss of original coolant properties is labeled "Waste Antifreeze" or "Universal Waste-Antifreeze." 	YES	NO
2.	Good antifreeze is distributed for reuse as antifreeze in other vehicles.	YES	NO
3.	Waste antifreeze is either shipped to a legitimate recycling facility and/ or recycled on-site by a mobile contractor or the facility operator using distillation or filtration equipment.	YES	NO



Never pour antifreeze on the ground, or into drains, septic systems, wetlands or surface waters. Always clean up spills immediately.

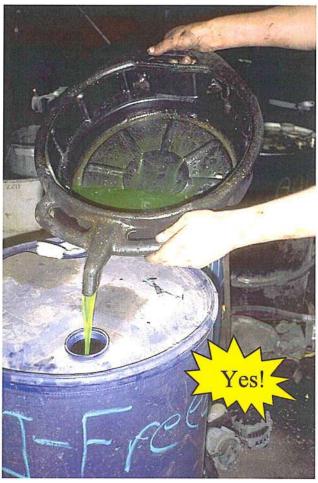
Antifreeze made with ethylene glycol is particularly dangerous because animals and children are attracted to its sweet flavor. Drinking ethylene glycol can cause coma or death.



Label containers of used antifreeze, to identify whether or not it is still usable. Good antifreeze can be sold or given away to customers.



Here, antifreeze is being filtered through a homemade filtering device, to remove particulate matter before reusing it in vehicles.



Keep used antifreeze separate from other motor vehicle fluids.

Mark each container of antifreeze with the date the antifreeze was first added. Reuse, recycle, or dispose of it within a year of that date.

9. Solvents and Degreasers from Parts Washing



 Spent solvents, degreasers, and sludge from parts washing are transported off-site by a registered hazardous waste transporter unless laboratory test results show the waste is non-hazardous.

YES NO

Spent solvents, degreasers, and sludge from parts washing that test non-hazardous are regularly shipped to a facility that is authorized to receive and treat the waste.

YES NO N/A

Solvents used to wash parts, including mineral spirits and kerosene, are never mixed with used oil to be burned, unless laboratory test results show the spent solvent is non-hazardous and can be burned.

YES NO



Solvent-based parts washer: The spent solvent must be picked up by an authorized hazardous waste transporter.



Aqueous (water based) parts washer: These units typically use the same water over and over again, and therefore can reduce the amount of hazardous waste generated by washing parts. Even so, the accumulated sludge must be handled as a hazardous waste, unless laboratory test results show it is non-hazardous.



NEVER dump solvents or degreasers down drains, on the ground, or into septic systems, wetlands, or water bodies. "You dump it, you drink it."

Instead of operating a parts washer, clean used

parts washer, clean used parts with a wire brush (or don't bother to clean them at all).



Mineral spirits, Stoddard solution, petroleum naphtha, gasoline, kerosene, or diesel fuel may be hazardous due to ignitability.

Other solvents may be toxic if they contain toluene, methyl ethyl ketone (MEK) or 1,1,1-trichloroethane.

Spent parts washer fluids may also be hazardous due to elevated metal content from oils and greases.



Store solvents in a fire safe manner.

10. Spill Response



1.	Spill kits are kept in all fluid handling and storage areas.	YES	NO
2.	Emergency contact and spill response information is posted in all areas where fluids are handled or stored.	YES	NO
3.	Spills and leaks are contained and cleaned up when discovered.	YES	NO
4.	Spills, leaks, or other discharges of gasoline and oil are reported immediately to the N.H. Department of Environmental Services when required.	YES	NO
5.	Employees are trained to contain spills and leaks.	YES	NO



Keep plenty of spill sorbent material on hand.

Spills and leaks of gasoline and oil must be reported whenever:

- 25 gallons or more are discharged to the land; or
- Any quantity is discharged to the land and the contamination is not cleaned up and properly disposed of immediately; or
- The discharge enters a surface water or groundwater; or
- A water supply well becomes contaminated as a result of the discharge, or
- The discharge results in the presence of vapors which pose an imminent threat to human health.





Take action to clean up spills and leaks when they happen. **Remember**: Even small spills or leaks must be reported to DES if they are not cleaned up right away.



Spill kits can be purchased already assembled or can be homemade.

Post the following information wherever fluids are handled or stored:

- Person at the facility in charge of spil response
- Procedure for cleaning up spills
- Telephone numbers for local police and fire departments; local hospital; State Police (603) 271-3636; Department of Environmental Services (603) 271-3644; Poison Control Center 1-800-222-1222; and Office of Emergency Management (603) 271-2231 or 1-800-852-3792.

Make Your Own Spill Kit

To make your own spill kit, put the following items in a large covered bucket, garbage can or drum:

- · Gloves
- Sorbent material such as "Speedy-Dri" or sorbent pads
- Wisk broom
- Squeegee
 - Dustpan
- Small shovel or scoop
- Heavy duty plastic bags
- And other useful items for containing spills and leaks.



Keep a spill kit near all area where fluids are handled or stored.



When oily, greasy, or fluid-containing parts are placed on the ground or get wet from rain and snow, the grease, oil, and other fluids can get into the soil or be washed away into nearby water bodies by rainfall and snowmelt.

Never put vehicle fuel tanks—even ones already drained—on the ground. It does not take much gasoline to contaminate soil and water.



Old school buses and box trailers can be used to store greasy oily parts under cover and off the ground. Make sure the floors are solid without holes or cracks.



Here is an economical way to store greasy oily parts off the ground and out of the rain.

After removing and completely draining the vehicle fuel tank, it is okay to put it inside the vehicle provided the vehicle is leak tight, dry, and ventilated.

QUALITY Towing

11. Lead Acid Batteries

1.	Batteries are removed from end-of-life vehicles for recycling.	YES	NO
2.	Batteries are stored in an upright position.	YES	NO
3.	Batteries are stored under cover to keep them dry.	YES	NO
4.	Batteries are stored over an impervious spill containment surface and are never stored over bare ground.	YES	NO
5.	Layers of stacked batteries are separated by cardboard or another non-conductive spacer to provide stability and prevent the terminal poles from puncturing the battery above.	YES	NO
6.	Upon discovery, cracked or leaking batteries are placed in a closed, leak proof, acid proof container—for example, a covered five gallon plastic bucket—with a neutralizing agent, such as baking soda, in the bottom.	YES	NO
7.	Batteries are sent to a reputable recycling facility on a regular basis.	YES	NO



Do not place lead acid batteries in the garbage. Do not incinerate batteries.

495



Cracked batteries should be placed inside a covered plastic container.



Clever idea! This simple battery storage box was made from an old truck bed.



Do not store batteries on bare ground or out in the weather.



These batteries are stored correctly on a pallet inside a storage shed with a concrete floor. Cardboard is used to separate each layer. When the pallet is full, it is shrink-wrapped for shipping to a recycler.

12. Vehicle Refrigerants



Refrigerants (chlorofluorocarbons, or CFCs, and R-134a) are chemicals used in automotive air conditioning and appliances

CFCs refer to the refrigerants R-12 and R-22 used in air conditioning units. They are a family of chemicals that are stable, non-flammable and non-corrosive. CFCs cannot be released to the atmosphere, because they contribute to ozone depletion.

1.	Soon after arrival, end-of-life vehicles are inspected to determine
	whether they are equipped with air conditioning systems that contain
	refrigerants.

YES NO

 Refrigerants in the air conditioning systems of end-of-life vehicles are evacuated, using U.S. Environmental Protection Agency approved equipment, and containerized for recycling.

YES NO

- 3. Written records are available at the facility documenting that refrigerants are managed according to federal requirements, including at least one of the following:
 - a. A copy of the owner's "Refrigerant Recovery/Recycling Device Acquisition Certification Form," as submitted to EPA as required

NO

of all facilities that have their own evacuation equipment; and/or

b. Invoices documenting contractor evacuation services; and/or

NO

c. Shipment records or invoices documenting where the owner sends recovered refrigerant to be recycled or reused.

YES NO

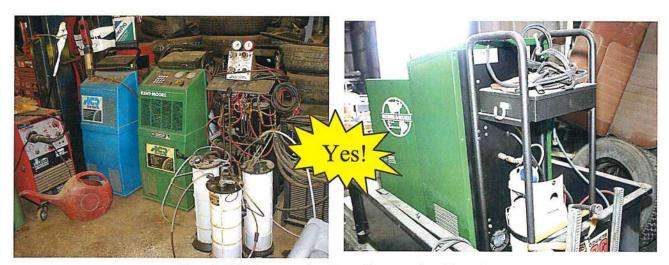
YES

YES



Vehicles should be marked to indicate the refrigerants have been removed.

It is illegal to knowingly vent refrigerants into the environment. There are stiff federal fines for doing so.



Use only USEPA approved equipment to evacuate refrigerants.



A facility that does not own the proper equipment to evacuate refrigerants can hire a mobile contractor to do it for them. This contractor travels from site to site performing this service.



13. Scrap Tires

1.	Scrap tires are removed on a regular basis to an authorized tire recycling or disposal facility.	YES	NO
2.	The number of scrap tires removed from the facility yearly typically equals or exceeds the number of scrap tires received yearly.	YES	NO
3.	Scrap tires, if stored on the ground, are in piles measuring no more than 25 feet across.	YES	NO
4.	Scrap tires, if stored on the ground, are in piles measuring no more than 15 feet high.	YES	NO
5.	Scrap tire piles, if any, are separated by 25 foot fire lanes.	YES	NO
6.	Scrap tire storage areas are accessible by fire fighting apparatus.	YES	NO
7.	Scrap tires are stored in a manner that keeps water from collecting inside the tire cavity.	YES	NO



Do not burn or bury waste tires.

Cover tires or leave them on the rims to prevent rain water from collecting inside the tire cavity where disease-carrying mosquito populations can then breed.

Citrus oil or baking soda can be used to kill the larvae of mosquitoes in water that collects in tires.



These tires are not being actively managed as required. They obviously have been here a long time.



Save time and money. Handle your tires once, by loading them direct into covered transfer containers.

To make stockpiles of tires more fire-safe, keep the piles small and separated by fire lanes. To prevent disease-carrying mosquitoes, cover the piles or find another way to keep water from accumulating inside the tire cavity.



Tire fires are serious and dangerous. They are hard to put out and cause air, soil and water pollution.

14. Site Control/Inspection



 The facility owner, or a person designated by the owner, inspects the facility at least weekly to identify potential problems such as leaks, spills, and improperly stored vehicles, fluids and parts.

YES NO

2. Problems are corrected in a timely manner.

YES NO

3. All processing and storage areas at the facility are accessible for inspection.

YES

NO



This site is so cluttered and unorganized it is difficult to inspect it for environmental, safety and health hazards.



Fencing and locked gates are a good way to control the dumping of unwanted materials and vehicles, as well as vandals that steal parts and cause leaks and spills.

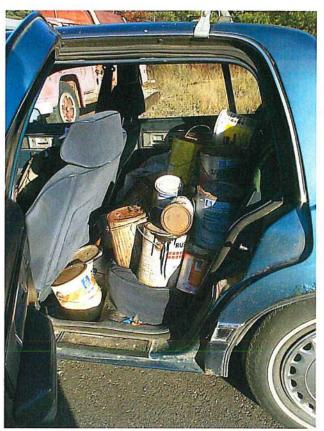
A well organized, uncluttered facility usually has fewer environmental contamination problems.



Serious and costly problems can be avoided by inspecting the facility on a regular basis to look for things that need correcting.



Making a list of the routine things that need to be done to every vehicle—in the order they should be done—helps to make work more efficient and reduce costly errors.



Incoming vehicles should be routinely checked for unwanted materials.



Warning signs and other postings are a good way to reduce errors and accidents at the facility.

15. Storm Water Management



1.	When it rains, there are no visible sheens on puddles or run-off.	YES	NO	
2.	Storm water flowing across the property is controlled to prevent erosion.	YES	NO	
3.	Storm water flowing across the property does not contact greasy, oily or fluid-containing parts.	YES	NO	
4.	Storm water flowing across the property does not flow through fluid storage areas.	YES	NO	
5.	The facility has obtained an EPA Storm Water Discharge Permit, if required.	YES	NO	N/A

Need Permit

An auto salvage yard must obtain a Storm Water Discharge Permit from the USEPA if storm water flows off the property through a pipe, ditch, swale, drain, or other such point source and drains into a surface water of the United States.

For assistance, contact the USEPA at (617) 918-1615









When storm water flows from a salvage yard property through a "point source" (such as a drain, culvert, ditch or swale as pictured above) into a surface water, the owner must obtain a federal storm water permit to monitor and control the quality of the storm water.







When it rains or snow melts at an auto salvage yard, the water that runs off can carry oils, fuels, antifreeze, metals and other contaminates off-site onto neighboring properties. Therefore, it is important to keep rain and snow melt from contacting fluids and greasy, oily parts.



It is important to control the amount of soil that runs off the property with storm water. Harmful pollutants can attach themselves to soil particles and flow off the property with storm water.

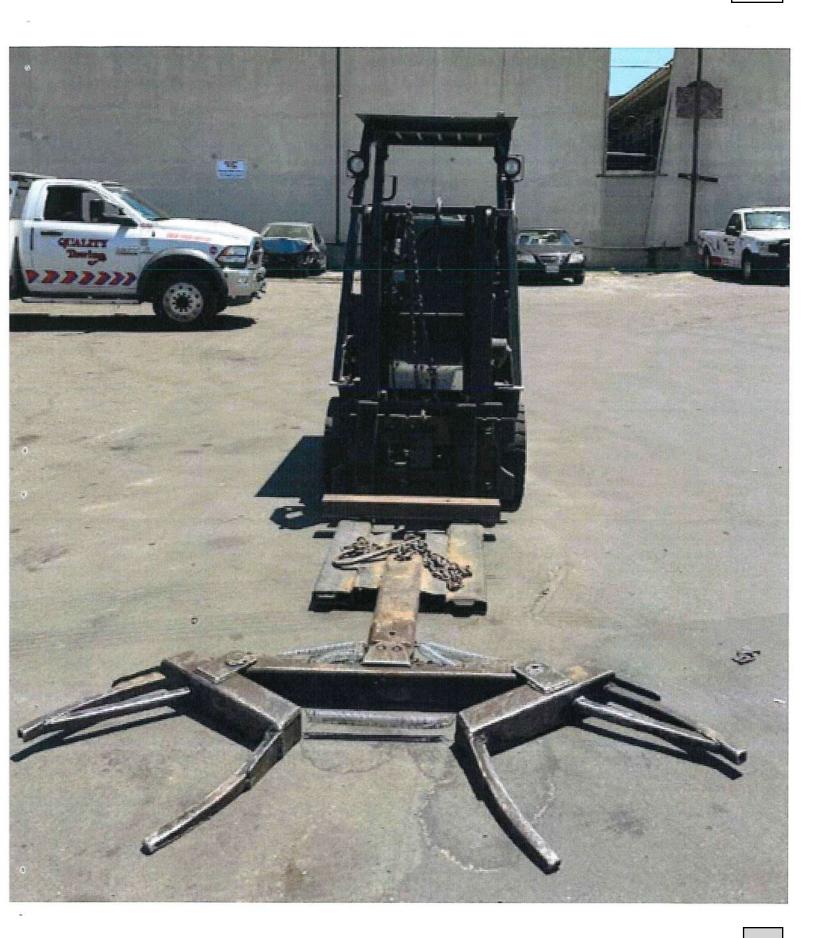
SECTION DIVLDER
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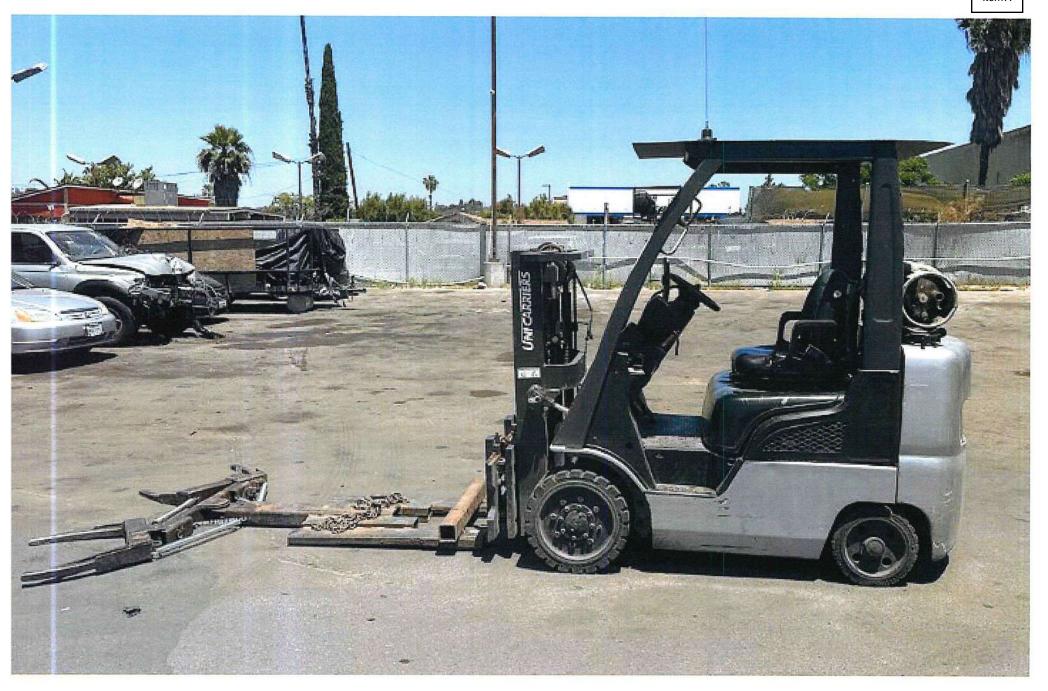
Exhibit 8.

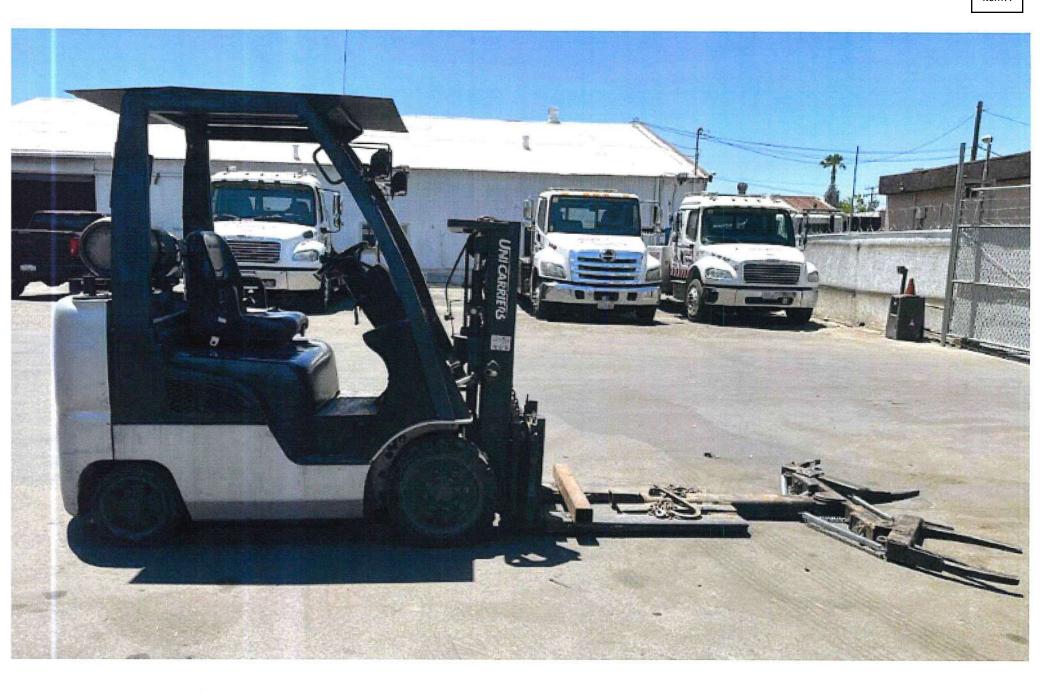
Attachment A to Tow Service Agreement No. 9 Vehicle Storage & Office Hours Section d. x.

The tow yard shall have available a forklift capable of lifting and positioning vehicles onto the inspection pad, and/or in the Sea-Containers.











SECTION DIVIDER

Exhibit 9.

Attachment A to Tow Service Agreement

No. 9 Vehicle Storage & Office Hours

Section d. xi.

There must be adequate lighting, and all yard and office construction must comply with applicable laws including, but not limited to, building codes, fire codes and zoning regulations. The following minimum lighting standards per 10,000 square feet apply unless local zoning or other regulations dictate increased or diminished lighting requirements:

Section d. xii.

Four 300 Watt incandescent medium-wide flood lights;

Section d. xiii.

Three 300 Watt quartz halogen lights;

Section d. xiv.

Additional storage space must be lighted at the above ratio. Storage yards with less than 10,000 square feet must meet the above minimums. TOW COMPANY must meet all municipal code requirements for lighting; and

Section d. xv.

The storage yard shall have commercial grade 24-hour video surveillance coverage of all storage areas and access points, shall retain 60 days of video and shall have a commercial alarm system.



EMPLOYEES
ONLY
BEYOND
THIS POINT

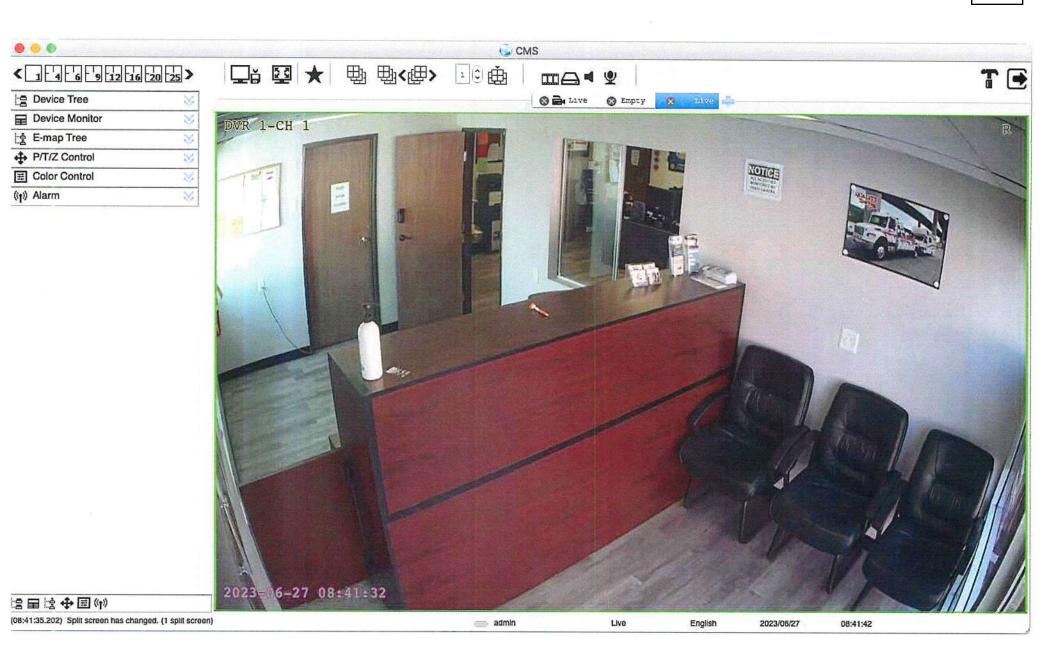
FIRE EXTINGUISHER

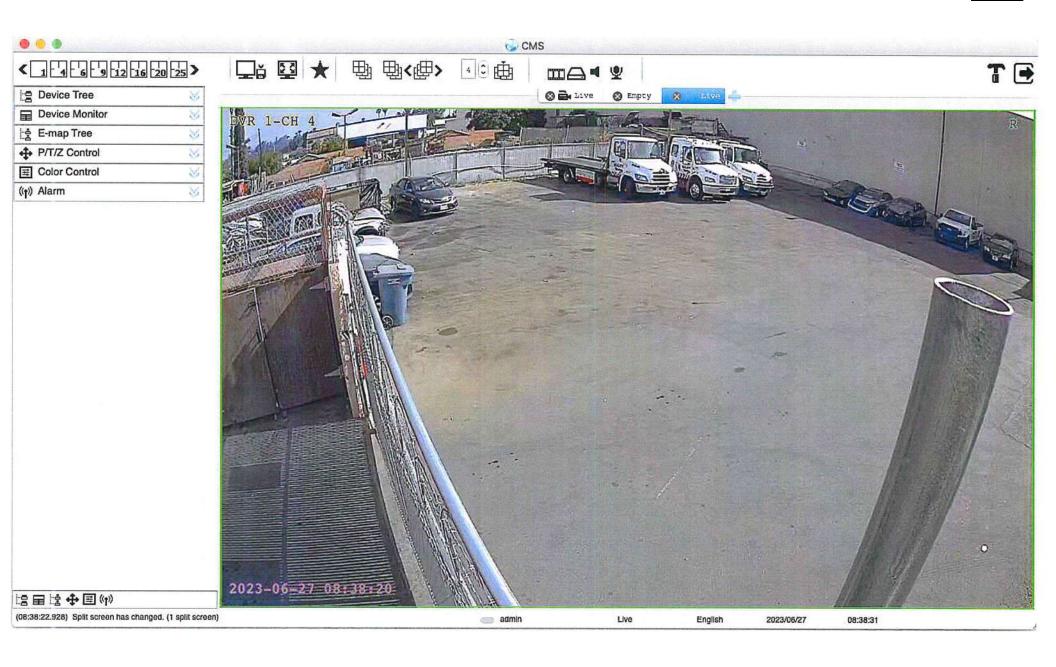


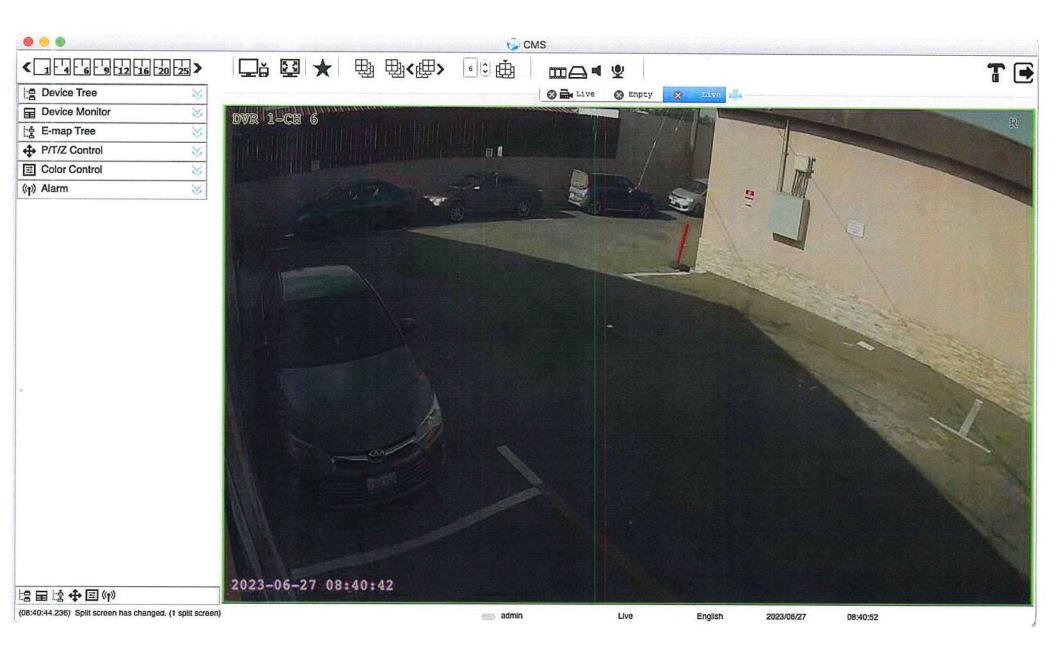


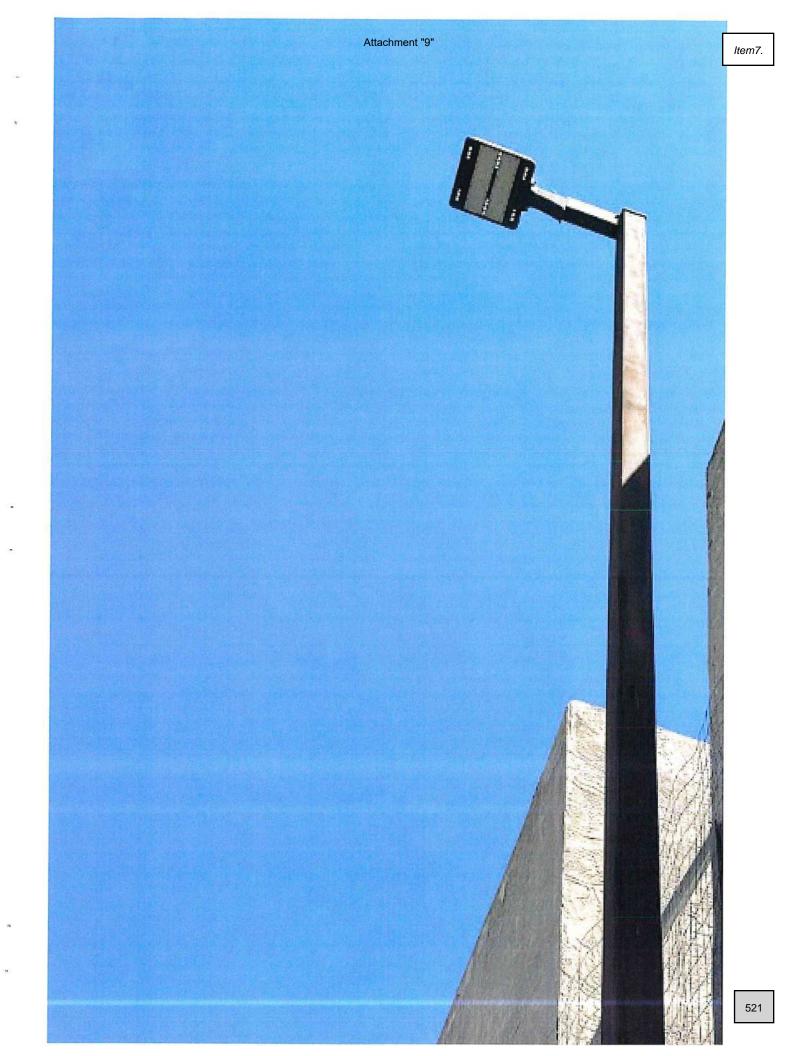


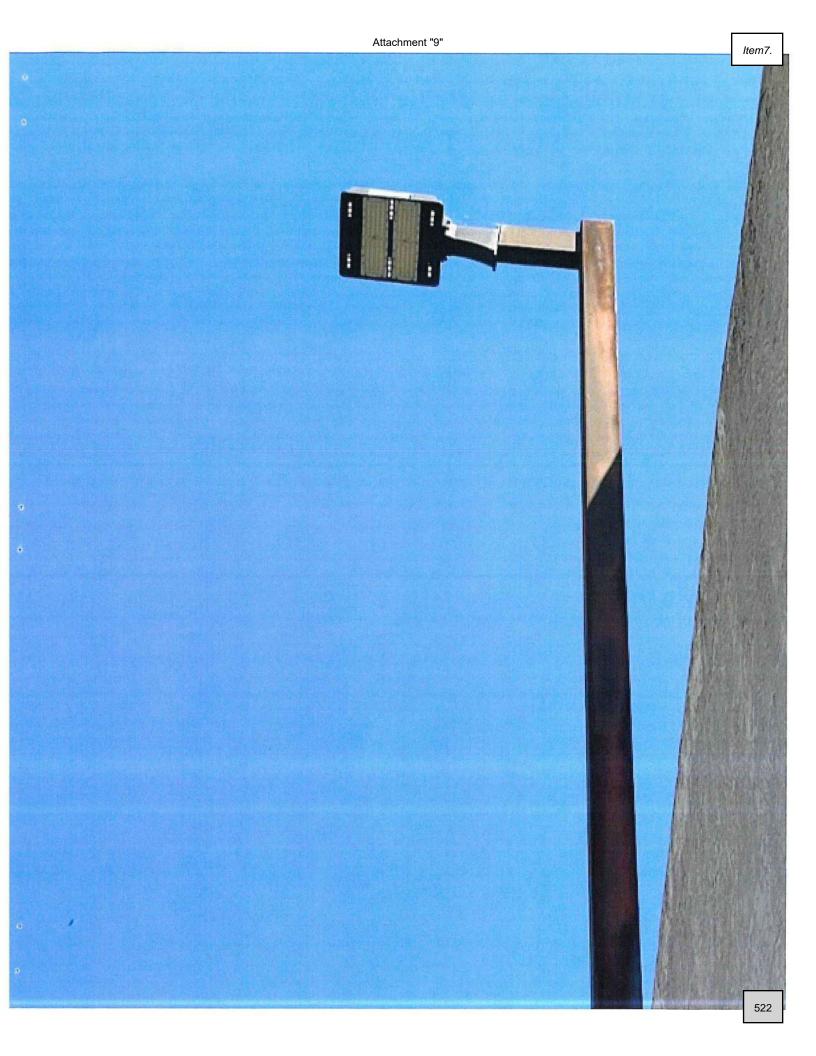






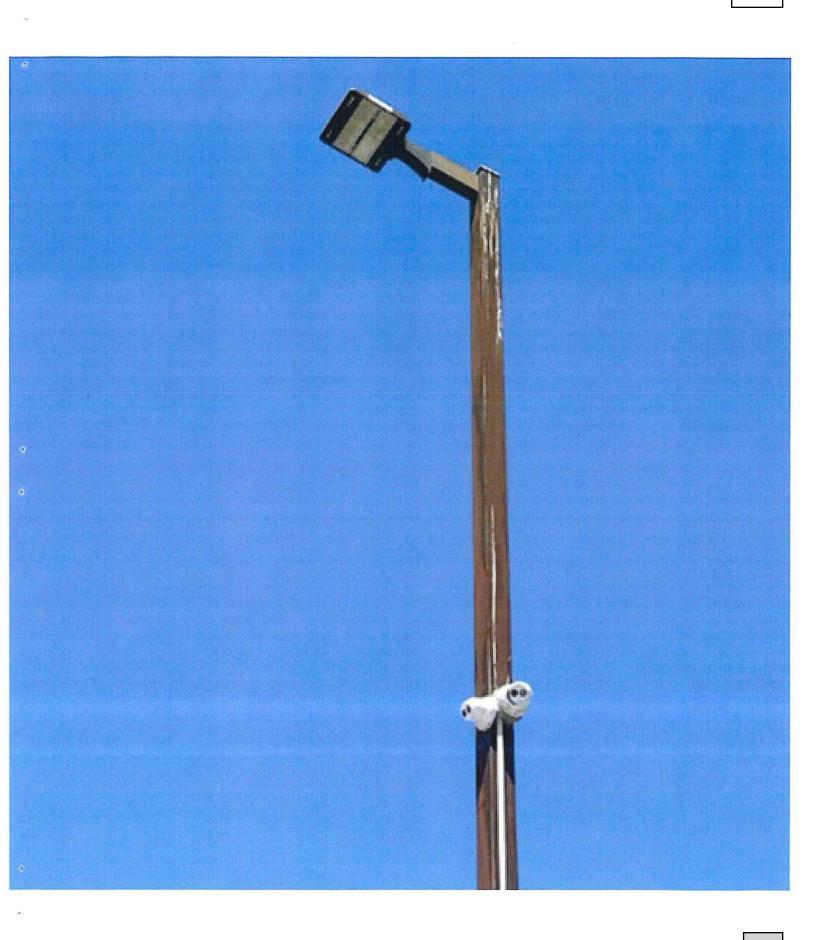








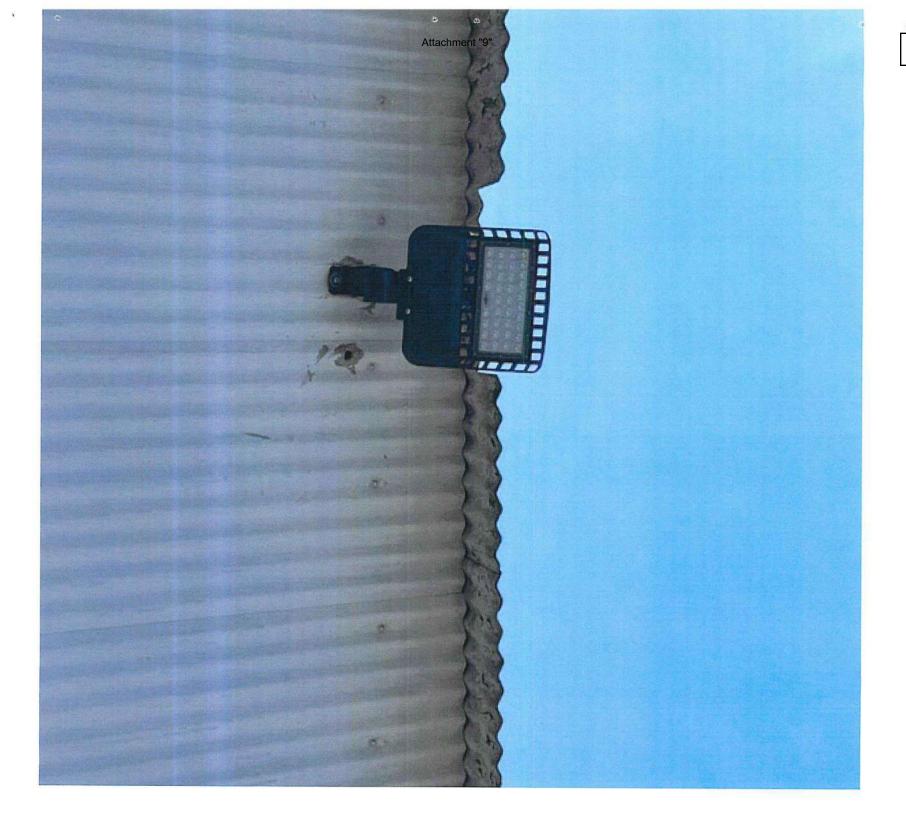
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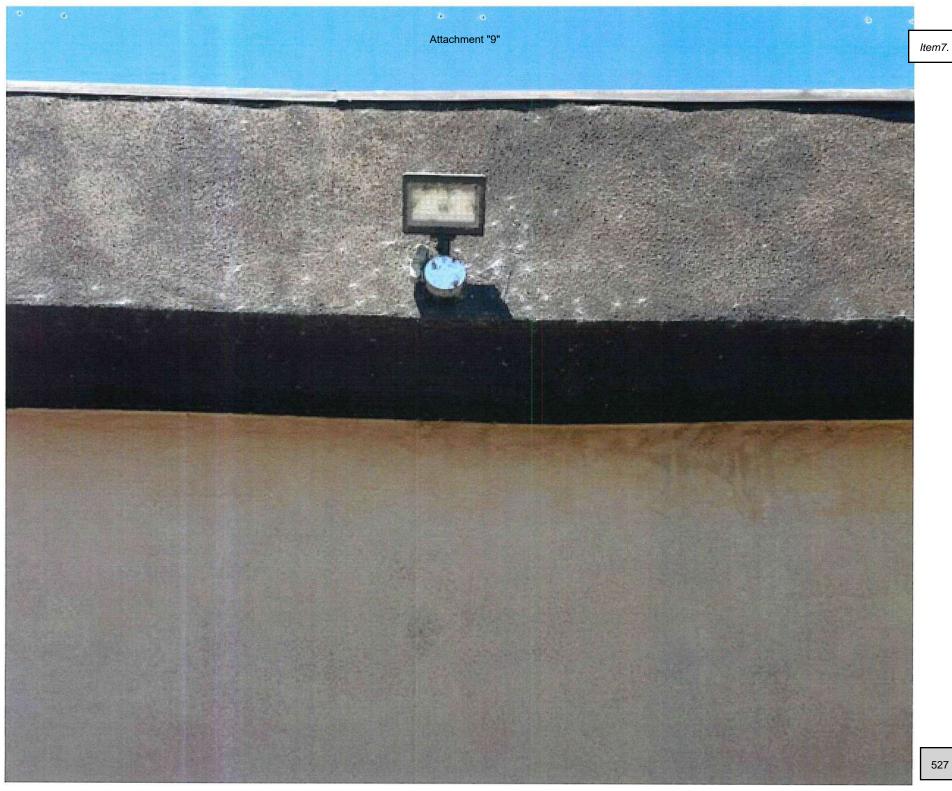


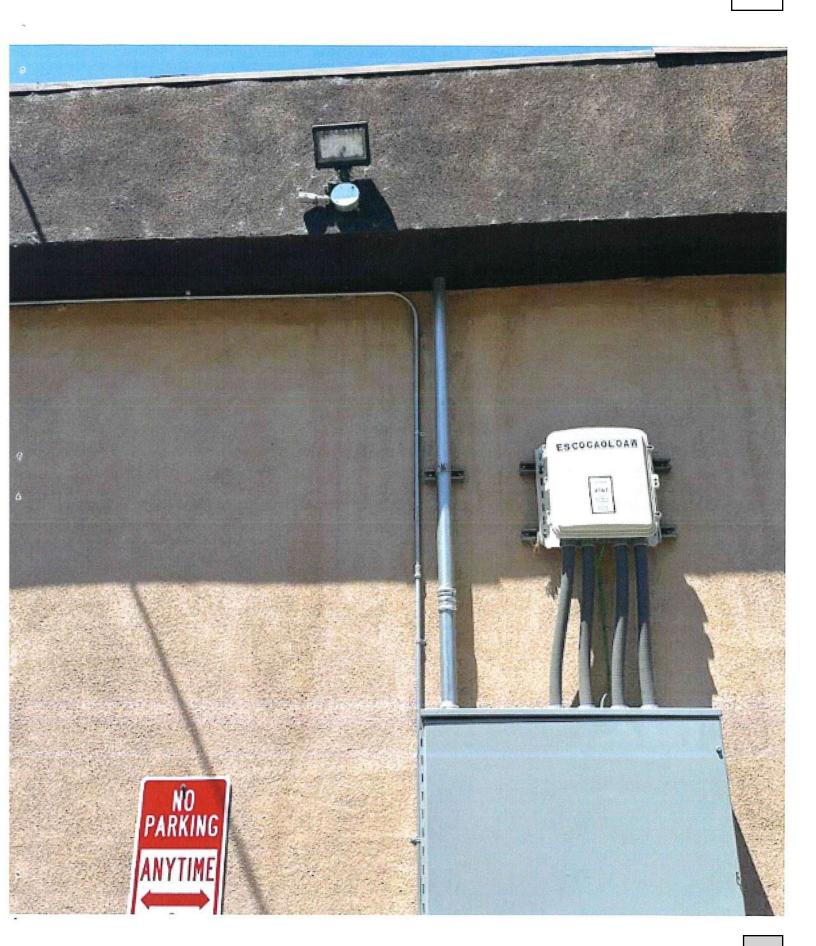


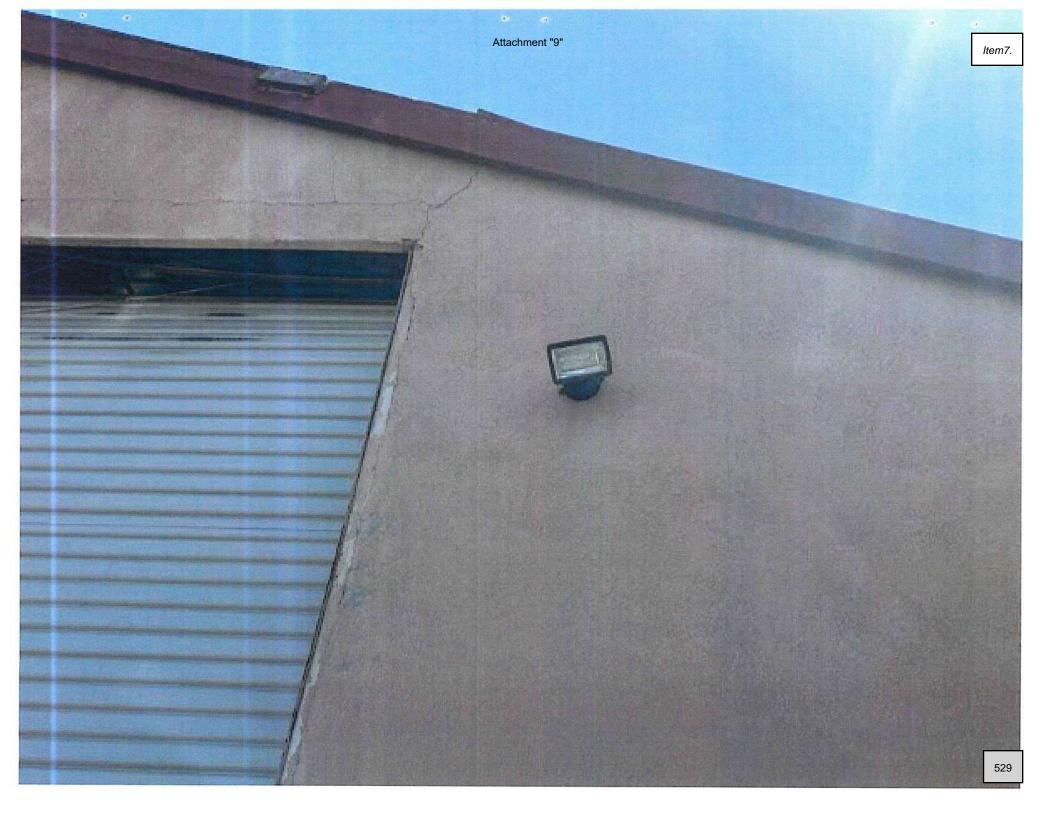


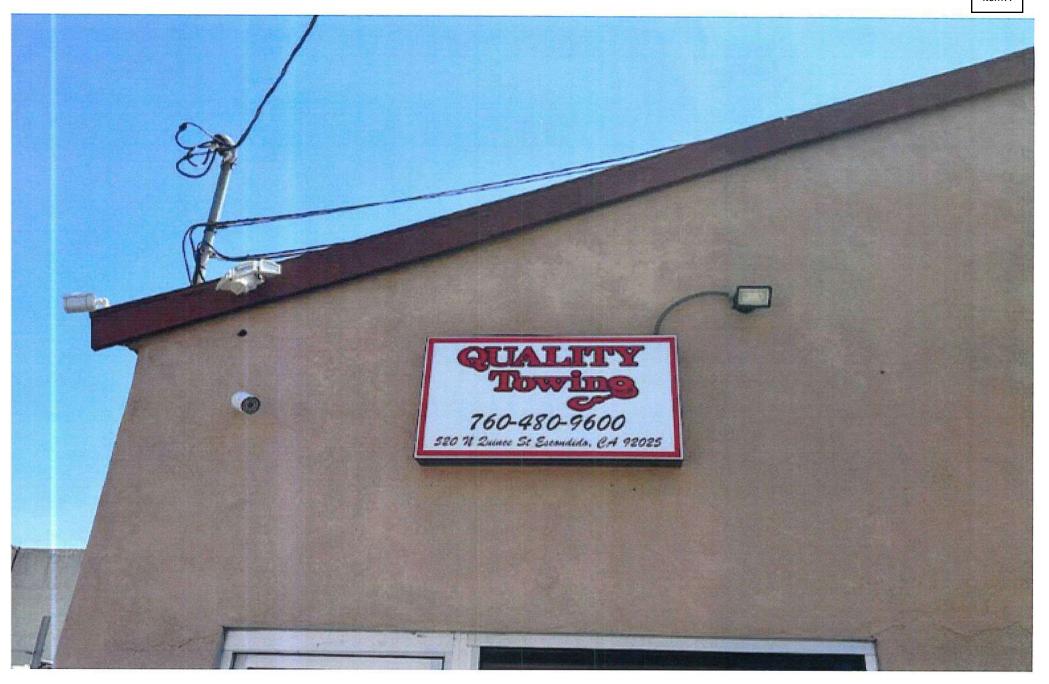


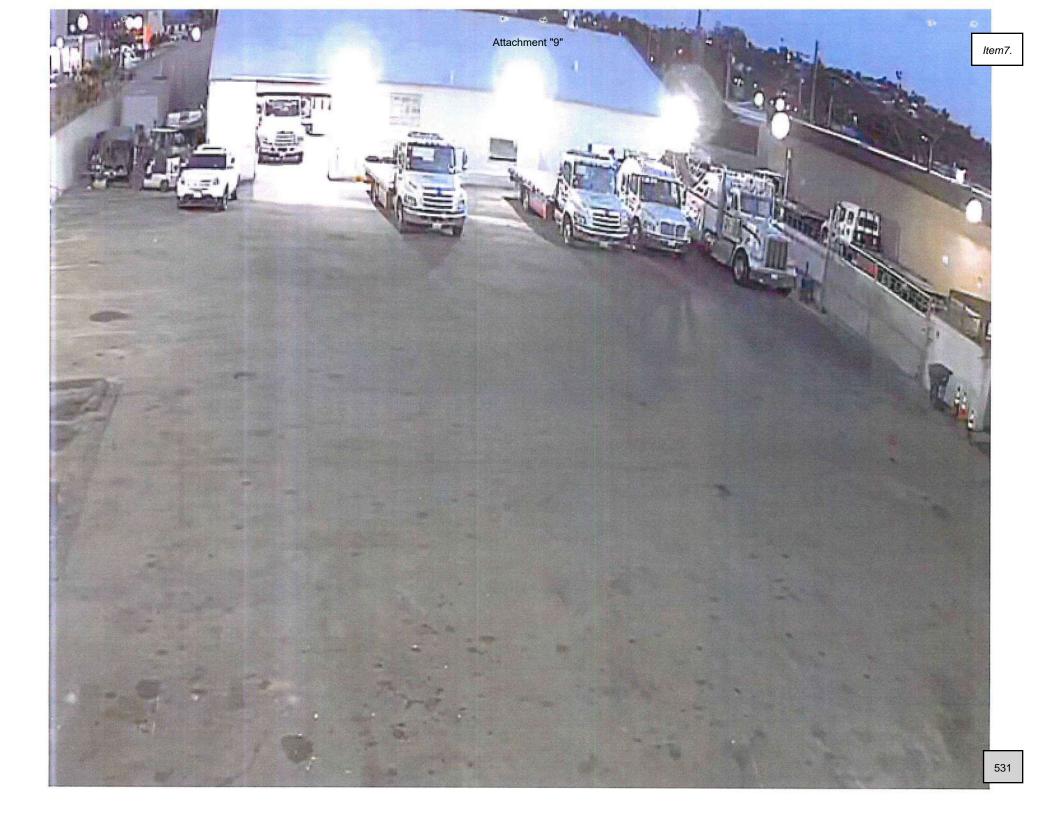




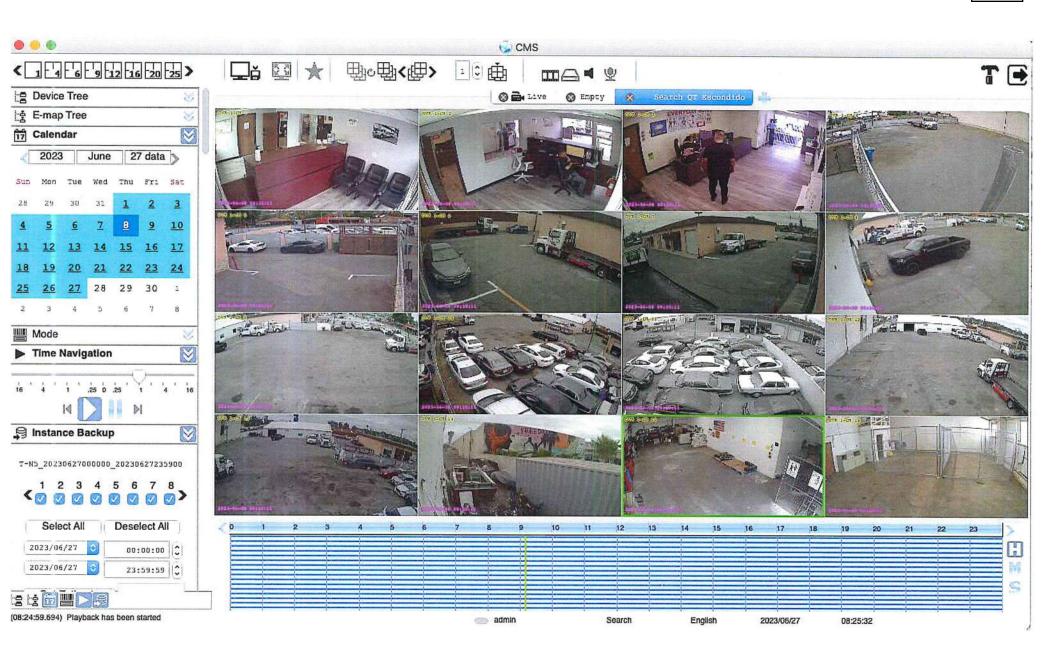


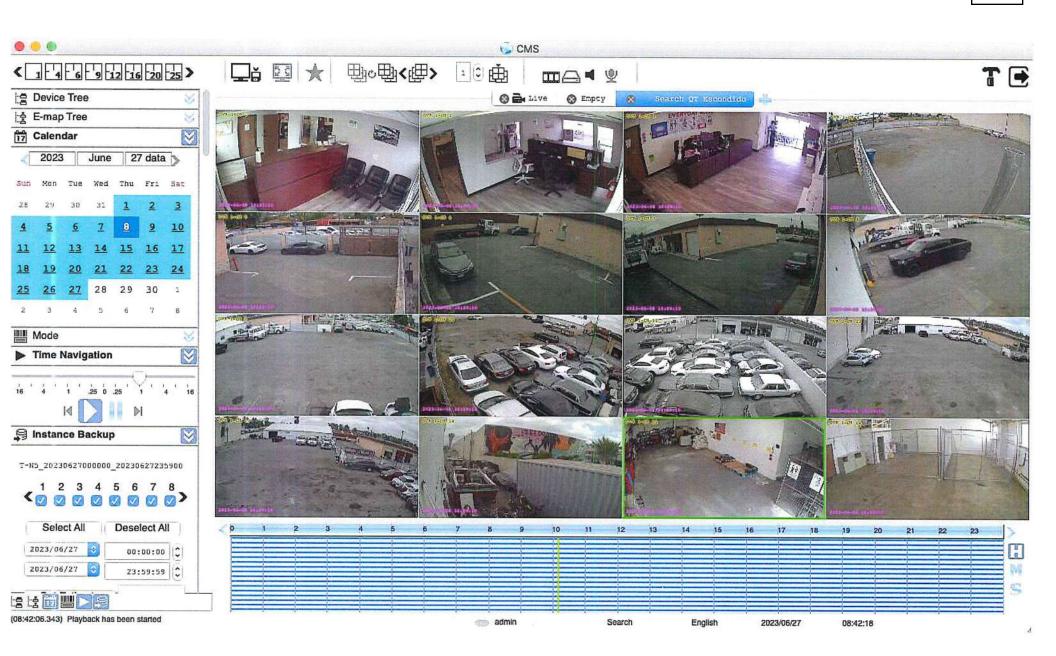


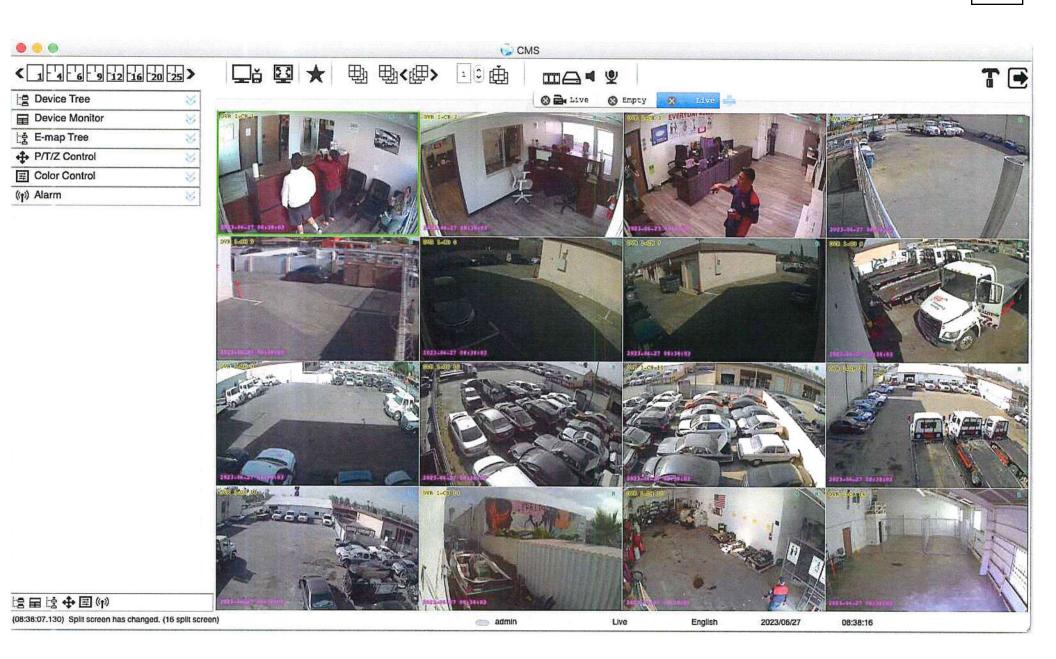














STAFF REPORT

November 1, 2023 File Number 0130-10

SUBJECT

APPOINTMENT OF AD HOC SUBCOMMITTEE TO ADDRESS THE CITY'S ON-GOING STRUCTURAL DEFICIT—

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council appoint an ad-hoc subcommittee to address City's on-going structural deficit.

Staff Recommendation: Approval (City Clerk's Office: Zack Beck)

Presenter: Zack Beck

BACKGROUND

The committee will explore long term cost curtailment strategies to address the City of Escondido's \$10 million structural deficit.

ATTACHMENTS

a. 2023/2024 Interagency and Subcommittee Appointment List



INTERAGENCY APPOINTMENTS

COUNCIL REPRESENTATIVE STAFF

01	AIR POLLUTION CONTROL	CONSUELO MARTINEZ	CHRISTOPHER MCKINNEY
02	CLEAN ENERGY ALLIANCE	JOE GARCIA CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
03	ESCONDIDO CREEK WATERSHED	JOE GARCIA Consuelo Martinez (Alternate)	ANGELA MORROW
04	LEAGUE OF CA CITIES	CHRISTIAN GARCIA JOE GARCIA (ALTERNATE)	SEAN MCGLYNN
05	NORTH COUNTY TRANSIT DISTRICT	JOE GARCIA DANE WHITE (ALTERNATE)	CHRISTOPHER MCKINNEY
06	REGIONAL SOLID WASTE ASSOC.	MIKE MORASCO DANE WHITE (ALTERNATE)	ANGELA MORROW
07	SANDAG	DANE WHITE Mike Morasco (Alternate) Joe Garcia (Second Alternate)	SEAN MCGLYNN
80	SD COUNTY WATER AUTHORITY	CONSUELO MARTINEZ DANE WHITE (ALTERNATE)	ANGELA MORROW
09	SAN DIEGUITO RIVERPARK JPA	CHRISTIAN GARCIA DANE WHITE (ALTERNATE)	JOANNA AXELROD
10	NORTH COUNTY DISPATCH JPA	JOE GARCIA MIKE MORASCO (ALTERNATE)	JOHN TENGER

CITY OF ESCONDIDO COUNCIL APPOINTMENTS

538



LOCAL SUBCOMMITTEES

COUNCIL REPRESENTATIVE STAFF

01	BOARDS AND COMMISSIONS	CONSUELO MARTINEZ DANE WHITE	ZACK BECK
02	BUDGET	CONSUELO MARTINEZ MIKE MORASCO	CHRISTINA HOLMES
03	CCAE	CONSUELO MARTINEZ JOE GARCIA	CHRISTOPHER MCKINNEY
04	DOWNTOWN PARKING	DANE WHITE CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
05	ECONOMIC DEVELOPMENT	DANE WHITE JOE GARCIA	JENNIFER SCHOENECK
06	HOMELESSNESS	DANE WHITE JOE GARCIA	CHRISTOPHER MCKINNEY
07	HOUSING	MIKE MORASCO CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
08	SCHOOLS	JOE GARCIA CHRISTIAN GARCIA	JENNIFER SCHOENECK
09	UTILITIES	CHRISTIAN GARCIA MIKE MORASCO	ANGELA MORROW

CITY OF ESCONDIDO COUNCIL APPOINTMENTS



STAFF REPORT

November 1, 2023 File Number 1080-65

SUBJECT

TRANSPORTATION PRIMER

DEPARTMENT

Development Services

RECOMMENDATION

It is requested that the City Council hold a workshop to discuss transportation in preparation for upcoming local and regional planning efforts.

Staff Recommendation: Receive and File (Chris McKinney, Interim Development Services Director/ Deputy City Manager and Julie Procopio, City Engineer)

Presenters: Chris McKinney, Interim Development Services Director/ Deputy City Manager and Julie Procopio, City Engineer

PREVIOUS ACTION

On July 19, 2023, the City Council approved a contract with Fehr & Peers to prepare a Comprehensive Active Transportation Strategy (CATS) and Mobility Element Update. The effort will also include a grantfunded community transportation needs assessment to evaluate opportunities for *microtransit*.

BACKGROUND

"Transportation" is commonly defined as the movement of goods and people, which, in a municipal government setting, usually includes a surface transportation system of infrastructure and equipment. Transportation affects almost every aspect of our lives. Transportation helps shape an area's economic health and quality of life; provides for the mobility of people and goods; provides access to services; and influences patterns of growth and economic activity.

There are a number of federal, state, regional and local agencies involved in the planning, construction, maintenance and operation of surface transportation. Notable agencies include Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Caltrans, California State Transit Agency (CalSTA), North County Transit District (NCTD), San Diego Association of Governments (SANDAG), Counties and Cities. Staff's presentation will outline the focus of these agencies and our key interaction points.

Some transportation agencies, including Caltrans, NCTD and the City of Escondido, are responsible for managing aspects of the transportation system within their respective jurisdictions. The area of



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jurisdiction, referred to as a public right of way, is reserved for public transportation purposes. Agencies responsible for regulating the public right of way may allow changes to the transportation facility, such as the addition of other uses consistent with the intended transportation use. These changes could include, for example, the installation of utilities, through an encroachment permit. Public utilities have the right to locate their facilities within certain public rights of way; however, the agency responsible for managing the right of way controls the time, place and manner of any encroachment.

As the agency responsible for managing local public streets, the City maintains control over local public right of way, including making decisions on lane configuration and improvements along the parkway, defined as the area between the curb line and the private property line. It is through an encroachment permit process that transportation improvements are reviewed, approved and implemented within City right of way.

TRANSPORTATION PLANNING:

According to FHWA, "The United States depends on a safe and efficient transportation system to strengthen communities, provide access to jobs, services, and centers of trade, and, retain and enhance our economic competitiveness in the global marketplace." The importance of the transportation system has been underscored by federal law setting requirements for transportation planning.

Transportation planning is a cooperative process designed to foster involvement by all users of the system, such as the business community, community groups, environmental organizations, the traveling public, freight operators, and the general public, through a proactive public participation process. Federal transportation planning law 23 USC 134(d)(1) designates Metropolitan Planning Organizations (MPO) as the responsible agency for transportation planning within designated metropolitan areas over 50,000 population. The designated MPO in San Diego is SANDAG. The scope of the planning process and the regional transportation plan (RTP) are outlined in the federal transportation planning law. In addition, this law includes the requirement that MPOs prepare a transportation improvement plan (TIP) that reflects the investment priorities established in the current RTP.

MOBILITY ELEMENT UPDATE:

While SANDAG is responsible for preparation of the RTP, transportation planning and land use decisions of local agencies form the basis for regional planning activities. Recognizing this, regional planning efforts begin at the local level and are based on each jurisdictions General Plan, including Land Use and Mobility Elements.

In November 2023, the first step of preparation of the CATS and Mobility Element Update will begin with community outreach with the goal of gaining an understanding of how the City's transportation system can better meet the needs of the community. An online tool has been developed to facilitate community feedback, as well as a series of in-person outreach meetings, and a social media presence.



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Development of the CATS and Mobility Element Update is expected to occur over the next 18-months, and will, in addition to outreach efforts described above, include a data collection and performance evaluation phase, a network development phase and project prioritization phase. The data collection phase will include evaluation of existing conditions of the City's transportation network, including an inventory of sidewalks, bike lanes and vehicle lanes, and performance of the system, such as measuring the current 'level of service' for each transportation mode. This data, along with community input, will help develop the network of transportation facilities that are needed to meet existing and projected demand. Finally, after receiving additional community input, the City Council will have information necessary to determine the prioritized list of transportation projects and programs.

This workshop is expected to be the first of several discussions with the City Council and the community on transportation priorities. The Mobility Element Update provides an opportunity to plan a transportation system that will improve the economic health and quality of life for the Escondido community.



11/8/2023 - NO MEETING (VETERAN'S DAY)

11/15/2023

CONSENT CALENDAR - (J. GOULART) - BID AWARD FOR RFB NO. 24-03 CENTRAL PLANT CHILLER NO. 3 REPLACEMENT PROJECT - Request the City Council adopt Resolution No. 2023-143, authorizing the Mayor to execute a Public Improvement Agreement with the lowest responsive bidder, A.O. Reed & Co.

CONSENT CALENDAR - (J. GOULART) - BID AWARD FOR RFB NO. 24-05 LIVE RAINBOW TROUT

Request the City Council adopt Resolution No. 2023-144, authorizing the Mayor to execute a Public Services Agreement with the lowest responsive bidder.

CONSENT CALENDAR - (C. MCKINNEY) - CONSULTING AGREEMENT FOR ON CALL ENGINEERING REVIEW SERVICES - It is requested that the City Council adopt Resolution 2023-141 authorizing the Mayor to execute on behalf of the City a consulting services agreement with HR Green Pacific Inc., for on call engineering review services for the Si Fi FiberCity project.

CONSENT CALENDAR - (A. MORROW) – ACCEPTANCE OF \$7,800 GRANT FOR WATER CONSERVATION OUTREACH MATERIALS - It is requested that the City Council adopt Resolution 2023-148 authorizing the Mayor to accept \$7,800 grant money from the Metropolitan Water District to purchase water conservation outreach materials to be distributed to the community.

CURRENT BUSINESS - (C. MCKINNEY) - COMMUNITY FACILITIES DISTRICT (CFD) 2020-01 (PUBLIC SERVICES) ANNUAL SPECIAL TAX LEVY - Request the City Council adopt Resolution No.2023-XX that will set the Special Tax Levy for Community Facilities District No. 2020-01 (Public Services) for Fiscal Year 2023/24.

PUBLIC HEARING - (C. MCKINNEY) - PL23-0176/ADM19-0032 VERMONT AVENUE APARTMENTS - It is requested that the City Council waive an existing condition of approval requiring funding ongoing operational costs of providing municipal services for an approved 44-unit apartment project.

CURRENT BUSINESS - (A. MORROW) - PROPOSED EDI RATE ADJUSTMENTS - Request the City Council adopt Resolution No. 2023-136, approving the requested annual residential and commercial solid waste and recycling rate adjustments, pursuant to the terms of the City's adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal.

CURRENT BUSINESS - (J. SCHOENECK) - SHORT-TERM RENTAL ORDINANCE

CURRENT BUSINESS - (D. WHITE) - COUNCIL RESOLUTION OJECTING TO ANY NEW TAXES, CHARGES OR FEES PROPOSED BY SANDAG ON MOTORISTS TO USE ALREADY BUILT LOCAL ROADS AND HIGHWAYS

CURRENT BUSINESS - (D. WHITE) - COUNCIL RESOLUTION OPPOSING THE REMOVAL OF PRIORITY TRANSIT LANES

CURRENT BUSINESS - (Z. BECK) - PUBLIC ART COMMISSION INTERVIEWS - Request the City Council interview applicants to fill an unscheduled vacancy on the Public Art Commission.

11/22/2023 - NO MEETING (THANKSGIVING)

11/29/2023 - NO MEETING