

# Agenda

MEETING OF THE MOBILE HOME RENT REVIEW COMMISSION

**SPECIAL MOBILE HOME RENT REVIEW COMMISSION MEETING**  
**TUESDAY, APRIL 26, 2022, 4:00 PM**  
**City Council Chambers**  
**1 Civic Center Drive**  
**San Marcos, CA 92069**

**Meeting Link:** To join the meeting from your computer, tablet or smartphone click here- <https://meet.goto.com/725898909> or call 877-309-2073 and enter access code 725-898-909. Audience members are required to keep your microphone on mute or off and camera off during the meeting.

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**Public Comment:** Public Comments for this meeting are limited items NOT listed on the Agenda. The City Council is prohibited by state law from taking action on any item not on the agenda.

**Agendas:** Agenda materials are available for public inspection at the time materials or documents are distributed to the Rent Review Commission. Agenda related documents can be obtained at the City Clerk Department located on the second floor of City Hall, 1 Civic Center Drive, San Marcos, during normal business hours or visit the City's website at [www.san-marcos.net](http://www.san-marcos.net) as time permits.

## CALL TO ORDER

## ROLL CALL

## PUBLIC COMMENT (Items not on the agenda.)

## RENT REVIEW HEARING

### 1. SAN MARCOS MOBILE ESTATES MOBILEHOME PARK RENT REVIEW PETITION FOR PROPOSED RENT INCREASE

*Recommendation: Conduct Hearing*

## ADJOURNMENT

## AFFIDAVIT OF POSTING

STATE OF CALIFORNIA     )  
COUNTY OF SAN DIEGO   ) ss.  
CITY OF SAN MARCOS     )

I, Phillip Scollick, City Clerk of the City of San Marcos, hereby certify that I caused the posting of this agenda in the glass display case at the north entrance of City Hall and on the City's website on Friday, April 22, 2022, at 5:30 pm.

Phillip Scollick, City Clerk

**From:**  
**To:** [Scollick, Phil](#)  
**Subject:** RE: SMME Rent Increase Response  
**Date:** Wednesday, April 20, 2022 9:32:21 AM  
**Attachments:** [image001.png](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Phil,

Thank you for checking. No, the HOA's last submittal before the hearing was a settlement proposal which it had copied the City on, and I have responded directly to Mr. Mosher.



**Thomas W. Casparian**  
Member | Cozen O'Connor

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**From:** Scollick, Phil <PScollick@san-marcos.net>  
**Sent:** Wednesday, April 20, 2022 7:37 AM  
**To:** Casparian, Thomas <tCasparian@cozen.com>  
**Subject:** SMME Rent Increase Response

**\*\*EXTERNAL SENDER\*\***

Thomas,

Did the owners have any response materials to submit? They were due yesterday. Please advise as soon as possible.

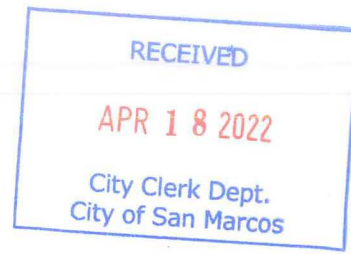
Thank you.

Phil



**PHILLIP SCOLLICK** | City Clerk/Business Process Director  
City of San Marcos | 1 Civic Center Drive, San Marcos CA 92069  
**T:** (760) 744-1050 x3105  
[pscollick@san-marcos.net](mailto:pscollick@san-marcos.net) | <http://www.san-marcos.net>  
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**SMME HOA**  
**RENT INCREASE APPLICATION**  
**RESPONSE #3**

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## Final Statement to San Marcos Rent Review Commission

The original decision by the Rent Review Commission was based on All Streets being replaced. The revision now states that only some areas will be replaced.

This is a material fact that influenced their decision to allow the 90% of requested rent increase with a until all streets were replaced and approved by city personnel. 20% holdback. We believe the City's Rent Review Commission has the right to know this. As Councilmember Walton noted on several occasions, the purpose of the higher increase was to ensure the Streets would be completely replaced. They would not see our residents come back every two weeks about this. Mr. Casparian has requested the City Consultant review this because the one Bid they produced has a dollar amount similar the budgeted amount.

We request that Dr. Baar review our Rebuttal evidence showing the maintenance problems here, the reason we are at this Hearing. Also, to look at a 75% CPI comparison as asked of him during the first hearing on 4-12-2022. Oceanside, one of our Sister Cities in North County has a Rent Review Ordinance created at the same time San Marcos, with a 75% CPI cap.

We request that the 2.6% rent increase paid to date and not spent on the streets, approximately \$100,000 to date, be deducted from the \$270,000 street repair, replacement, and seal bid, to fairly address the impact on the owner. The actual amount can be calculated using the 2019 Rent increase calculations the owner submitted to the City of San Marcos. Also, that we will be paying that increase for the life of the park.

This year the change in CPI was 6%. Take the  $6\% - 2.6\% = 3.4\%$  Increase this year. For last year, add 75% or 2.1% CPI change. ( $2.1\% \times .75 = 1.575\%$  or 1.6%).  
Add  $3.4\% + 1.6\% = 5\%$  rent increase.

At our Rent Review Hearing most of the cross examination by the Rent Review Commission was of the owner's representative. The evidence they exposed in cross examination showed that the owner's representative had not visited the park, knew very little about day-to-day operations and was relying on written statements given to him. The cross examination of the City Engineer revealed that the City Inspection was limited both in scope and in time. The inspection did not address all the health and safety issues. The cross examination of the statement by Julie Mascari exposed inaccuracies.

Instead of rewarding the owners for negligence and lack of maintenance over time, we ask that you reconsider using the consultants 90% of CPI recommendation. Many cities cap the CPI increase at 75%. Oceanside is one of these. Their rent control ordinance was also created in 1985. This limitation stems from factors not affecting the owners of Mobilehome parks in comparison to the residents. When questioned as to why the City consultant did not include a comparable 75% CPI cap calculation, he mentioned that the cap usually comes up in cases where they requested more than the CPI increase. Our case hinges on the maintenance of the park. As is noted in the ordinance,

"If the Commission finds that a Mobilehome park owner fails to provide or reduces the level of the amenities, facilities, maintenance, improvements or services, as established by any conditional use permit, special use permit or other land use approval or zoning or building ordinance, or if the owner fails to comply with the duties established by Section 798.87 of the

California Civil Code, then the Commission may deny a proposed rent increase, decrease the rent, or conditionally approve the rent increase upon such terms and conditions as the Commission deems reasonably necessary to insure compliance with the Mobilehome park owner's duties and obligations." the lack of maintenance lack of proper care of a Mobilehome Park is the reason to either:

As noted by Council Member Randy Walton, the streets would have to be replaced sometime in the future. Except for the fact that if the streets had been properly maintained and repairs made in 2019 as agreed; the streets would not have deteriorated to the extent they have. These streets should have lasted another 10-15 maybe 20 years with a proper slurry sealing and repairs.

Utility upgrades are needed for the safety and security of our community. Park management should have made sure San Marcos Mobile Estates is included in the CPUC Mobilehome Park Utility Upgrade Program. The Utility Upgrade Program began in 2015. We have continually asked about our inclusion on the CPUC's list. We asked Jana Wiemann, Parklane Development and Management Corporation's attorney and on-site management. With SDG&E's help we found that our Mobilehome Park is not on CPUC's list. To lessen the impact on the residents and park management, the timing of the street replacement and utility upgrade should be coordinated together. This will lessen the dollar impact on the owners. The CPUC has a mechanism where they will reimburse the owners for costs incurred in completing this upgrade.

**We are once again requesting that in making your final determination; you consider the verbal contract entered between Katherine Robinson and the HOA in 2019 to seal the streets. An increase which has generated more than \$40,000 per year and will continue to do so for the life of the park**

The validity of a verbal contract has been repeatedly questioned by members of the City of San Marcos Rent Review Commission.

**An agreement is when two or more people all come to a similar understanding whereas a contract is defined as a legally enforceable agreement between two parties.** With only a few exemptions there is no requirement that an agreement be written before it would be enforced as a contract. However, the court will look to see if all the elements of a contract are present before determining a contract exist.

### **Elements of a Contract**

#### **Offer**

The offering party presents to the other party that they will give something or do something or refrain from doing something in exchange for something or refraining from something from the other party

#### **Acceptance**

The offer was agreed upon as is and clearly and unambiguously accepted by the other party the acceptance must exactly match the offer if any terms are added deleted or changed this becomes a rejection and a counteroffer

### **Consideration**

The heart and subject of a contract consideration exists if both sides will receive a benefit and an obligation anything short of both sides receiving a benefit and incurring an obligation then there is no consideration and no contract

### **Competency**

Both parties must be over 18 and of sound mind

### **Legality**

The subject of the contract must be legal before a court will recognize it and enforce it

### **Verbal versus Written Contract**

If the elements of a contract are written and signed by all parties, then it's enforceable. If they are discussed and verbally agreed upon, that's a contract as well. So what's the difference? The most obvious is with a written contract, the terms are spelled out and recorded in the document making it easier to determine the terms.

### **Non-Written Evidence of a Contract**

A verbal contract is also called a **parol** contract. The word **parol** means given or expressed verbally, and historically; the courts have recognized parol contracts as valid if the terms can be determined. This can be done by the actions of the parties. If both behaved like a contract existed, then that conduct can be used to indicate current terms.

We have proven a Verbal Contract exists between Kathryn Robinson and John Mosher, who was representing the San Marcos Mobile Estates HOA, to seal the streets in exchange for a 2.6% rent increase in 2019.

### **Unjust Enrichment**

Unjust enrichment occurs when Party A confers a benefit upon Party B without Party A receiving the proper restitution required by law. This typically occurs in a contractual agreement when Party A fulfills his/her part of the agreement and Party B does not fulfill his/her part of the agreement.

In preparation for the 2019 rent increase negotiations, attorney Jana Wiemann and John Mosher drove around the park. We started by looking at the damaged retaining wall at Space 181. We then drove around the corner stopping at the bottom end of Calle Pacifico. At that point Jana Wiemann got out and took pictures of the alligating in the asphalt street. At that time that alligating section was probably no more than 10' by 10 '. Now the entire street shows signs of alligating. Park management chose to patch a few areas of the asphalt streets instead sealing them in 2019 as agreed. Instead of taking care of the streets as promised, potholes began to show up in different locations. Those potholes have been left to grow now for three years and four months. We now have complete sections where it's necessary to completely remove the street down to the base and install a brand-new street

During opposing counsel's presentation, he stated that residents wait until a rent increase is requested to bring up their concerns. This is the same argument we've heard from attorney Jana Wiemann over the years. This is not true. We have a mechanism for submitting our concerns. There are Work Request, Resident Complaint forms and Incident Report forms we have used for

many years. These forms were created by Jana Wiemann. Since our 2019 negotiations when we agree to a 2.6% increase to make our streets safe to walk on, these forms have not been accepted by On-site Management. During last year's negotiations we brought this up. It was agreed upon by Kathryn Robinson, Jana Wiemann and Julie Mascari the current office manager, that these forms would once again be accepted. Thereby creating the paper trail needed to track what's happening in the park.

This has not occurred. We are now a year and four months later from that point and they still refuse to accept these forms. By limiting the input from residents, park management has created a situation where we must readdress items, they did not acknowledge each year, at the time of a requested rent increase.

This has been forced upon us by park management. This is not our choice. We seniors know better than to wait until things have fallen apart to fix them. We go to the office, we call Julie, we do everything we can to try and take care of problems, difficulties, whatever is occurring to alleviate that problem.

In the Owner's submission, and the rebuttal arguments both by the owner and on site manager Julie Mascari, inaccuracies were exposed during cross examination. We requested backup financial information for expenses; so that the San Marcos Mobilehome Rent Review Commission would have a more accurate basis on which to make their decision. None of this information has been provided or acknowledged.

In the owner's initial submission, they say there are 267 Spaces, street sweeping and patrol service. There are only 264 spaces and no street sweeping service here. Most of us have never seen one in the park. Maintenance personnel are the ones who clean the streets. The security in the park has always been a paramount concern of the residents. By checking with the Sheriff's Department, you will find that our area has been affected by the transients in the area. Our park has been used as a pass through to get up to the church back on the corner of La Moree. We have had to request extra patrols from the sheriffs to help us. Our residents have banded together and created a neighborhood watch program where we patrol the park. The owners have reminded us each time we've talked about security that there was never security included in our original leases. We have no security gate. There was a Security Service that would come evenings on the weekends for a little while. As the owners noted in their rebuttal response, that service ended last year. The owners have stated in their submittals that they have had a Security Service here for over 10 years. We have asked for a copy of the contract as verification of this fact, as we residents have not seen this occur over this period of time.

This year due to supply chain restrictions difficulties that have occurred because of the global COVID-19 pandemic, the change in CPI rose to the highest in over 40 years. Again, this year with supply constraints and the war in Ukraine, the CPI has increased dramatically. Since the early 2000s the owners have agreed to increases of less than full CPI. Whenever the CPI reached or you exceeded 3%, is when the residents have asked for a reduction in the requested rent increase. The owners have negotiated in good faith and have reached agreements with us every time. In totaling the amounts over these years, you will find that even though other cities have capped the CPI at 75%, we have actually paid a higher percentage over that time.



During last year's negotiations for the request of 2.1%, we again asked when they would take care of the streets. Why, when they committed to do this in exchange for a 2.6% increase in 2019, hasn't this been done. The response was that they spent a lot of money patching the streets. As we have noted this patching did not include all the affected areas at that time and no sealing of the streets to prevent further damage was performed.

### **January 13, 2022, Joint Park tour with Jana Wiemann**

Where is her original report?

We have three statements by residents who attended and participated.

The park tour started at the clubhouse where the damaged furniture is, yet none of it was noted.

The street damage was dismissed as an item that a bid would be taken on later in the year.

The multiple holes in the street were ignored. Instead of noting the hazardous conditions and patching those holes right away, they have been left to grow in size. Just as they have been ignored for three years.

The question is Why? Who has benefited from the lack of street maintenance?

### **Drainage**

Space 51 whose driveway floods during rainstorms was visited. Jana mentioned a French drain was needed. This is not included in the submittal by Thomas Casparian. Why not, it has been a problem the resident has requested help with for 8 years.

### **Driveways**

In the bid to repair, replace and seal the streets, which driveways have been included to be sealed to prevent further deterioration?

Most of the driveways are concrete, while those on Spaces 201 to 267 are asphalt. Many of these have an asphalt layer that is barely 1/2 an inch thick. The same can be said for Linda Vista Street, where it is crumbling.

### **Streets**

Which sections/Streets are to be completely replaced?

Which sections are to be repaired and sealed?

Which sections of concrete gutter are to be replaced?

What other concrete areas are being replaced?

### **Julie Mascari's statement**

# 12. Clubhouse Generator (Item #6)

"I cannot remember the last time there was any SDG&E planned power outages".

SDG&E had a scheduled outage for pole replacement on April 23, 2021; that Julie sent out notices to all park residents on Monday for the outage on Friday that week.

### **Management**

During last year's rent negotiations, the owners said they would update their statement to new residents about responsibilities. Instead of telling residents they are responsible for everything on their space, it's supposed to be updated to match but the Mobile Home Residency Law. This is a simple adjustment. Simply copy the Mobilehome Residency Law wording and put that in place of the section that tells residents they are responsible for everything.

This updated statement has not been created and given to residents to clarify responsibilities. Accept Work Request, Resident Complaint and Incident Report forms as agreed in last year's negotiations.

Post current Utility Prices as required by the MRL and City Ordinance.

Signup for CPUC Utility Upgrade Program.

ADA accessibility.

Respond to email requests.

### **Retaining Walls**

When will the retaining wall on Space 72 be installed? Why wasn't a new permit request submitted to complete this retaining wall when the error was discovered at the time the footings were being dug on Space 71?

Where is last year's assessment of retaining walls needed or areas of concern to watch?

### **City Inspection**

Limited in scope and time

Did not include problems readily seen daily.

The city inspection only noted 3 potholes, yet there are multiple street areas that have multiple holes as well as other major areas that are falling apart and have debris fields.

While inspecting the pool area the damaged step was not noted.

None of the asphalt driveways that have holes in them, have grass growing out of them, have upraised areas due to tree roots were noted during the city inspection.

The inspection stated that all there were only surface cracks and no other problems.

Their pictures did not show all the driveways.

The ones excluded are the ones that we have produced pictures of and noted for needing replacement or repairs prior to sealing them for protection from further deterioration.

### **Oceanside**

The City of Oceanside inspects their Mobilehome parks when Rent Increases are requested by Park Owners. This year, 8 parks did not pass inspection and no rent increase was granted. Their Manufactured Home Fair Practices Commission did approve some limited rent rises (3.9%) after those parks passed inspection.

Their Inspector might be helpful in assessing San Marcos Mobile Estates.

The City of San Marcos would benefit from an inspection system like that of Oceanside. Before any Mobilehome Park Owner is granted a rent increase, the Mobilehome Park is inspected. If it has not been properly maintained, no increase is granted. This takes responsibility off the residents for questioning why a Park Owner has not performed standard maintenance every year.

### **Escondido/Imperial Escondido Mobile Estates**

Imperial Escondido Mobile Estates in Escondido is owned by Centinela Investments Inc. and managed by Parklane Development and Management Corporation. The same as San Marcos Mobile Estates. Escondido also has a 75% CPI cap, like Oceanside does. Included in Exhibit 1 is information from residents of Imperial Escondido Mobile Estates about their rent increases.

In the owner's submittal it was noted that John Mosher was not a party to the park tour with Jana Wiemann. For health reasons I had to step back from the President position of the HOA. I recruited other park residents with similar knowledge to become active on our HOA board.

I was brought up in the church. My father was a Baptist Minister when I was growing up. I was taught Honesty, Compassion and Caring. When I read the responses by the owners and their representatives to issues raised by our residents, I experienced a physical reaction. I spent the last day of November of 2021 and the beginning of December at Palomar Hospital with chest pains. I suffered a Heart Attack in October of 2008. They put me on new heart meds in December. When I read the responses from Attorney Jana Wiemann from last year's negotiations, the dismissal of our residents' concerns in the submittal for the rent increase, as well as the statement by the current office on-site office manager Julie, I feel my heart begins to race. I must stop reading and force myself to think about something else to calm my body down.

This year, many members of our current HOA Board as well as residents, have joined together as a Rent Review Committee. There are more than ten residents working together to craft our submittals and responses.

Currently the increase proposed by the City's Consultant would cause an extreme financial hardship for many of our senior residents. The resultant space rent increase is double the Social Security net increase. With the difficult financial times we all face forecasted to last a few more years before FED policy decisions trigger a recession.

We respectfully request a review of our submittals and inclusion of this submittal in making a reassessment of the requested rent increase.

#### Verification of Applicant

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and if called upon to testify as a witness I can and will do so competently to the same effect."

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John Mosher SMME HOA

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Date

# EXHIBIT “1”

## List of Items

1. Streets repair and replacement
  - a. Concrete curb and gutters repair and replacement
  - b. Upraised gutter on both side of Space 52 driveway
  - c. Landscape and tree debris (Linda Vista)
  - d. Check on SDG&E street work required to upgrade SMME Utility system prior to Street repair and replacement
  - e. Street replacement
2. Driveways
  - a. Inspect 50 driveways noted by residents
  - b. Asphalt driveways that need replacement
    - i. Spaces 203, 209, 231, 233, 237, 239, 260, 262, 265
  - c. Asphalt driveways that need repair or replacement
    - i. Spaces 204, 216, 218, 219, 220, 241, 242
  - d. Asphalt driveways that need slurry seal
  - e. Cement cracks, trip hazard for walkers (residents in space 103 & 169)
  - f. Space 193 concrete driveway repair
  - g. Driveway at space 106
3. Retaining walls
  - a. Existing leaning (space 185-186) & cracking walls (space 181, 261, 264)
  - b. Promised retaining walls (space 46, 72)
  - c. Assessment of banks that need retaining walls
    - i. Complete hillside behind homes on El Mirador
    - ii. Complete hillside on both side of Lago Marcos
    - iii. Complete hillside on Linda Vista (Behind spaces on Sierra Vista
    - iv. Fence line behind homes on San Juan Way that border neighboring park
      1. Spaces 108-117 bank eroding under fence
    - v. Inspect areas between homes for potential retaining walls or repair existing barriers consisting of wood, rock, or block walls.
4. Landscaping
  - a. Get bid on tree trimming all aspects
    - i. Year around contract
    - ii. Trim palm trees when flowering to prevent debris problems
    - iii. Pine trees
    - iv. Cedar, fruit and other trees
5. Electrical/Utilities
  - a. Upgrade Utility system
  - b. Recertification of Utility Meters and replacement of defective ones
  - c. Obtain current bid on Generator for clubhouse

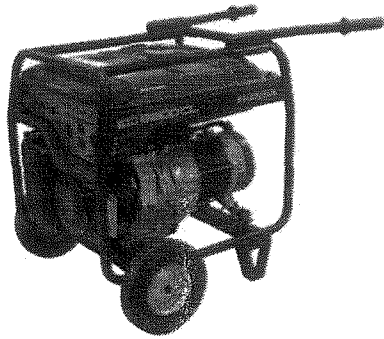
6. Drainage, sewage
  - a. Driveways
    - i. French drains for space 48, 51,52
  - b. Sewage spillage in yards
  - c. Debris on Linda Vista and San Juan Way
7. Clubhouse
  - a. Update the office door to be ADA code complaint so that disabled residents in powered wheelchairs can access the office
  - b. Repair broken furniture
  - c. Repair broken window in Women's restroom
  - d. Post current Utility prices
8. Pool and Jacuzzi
  - a. Make ADA compliant
  - b. Repair /resurface inside of Jacuzzi
  - c. Pool cover needed to save electricity and keep ducks out of pool
  - d. Pool and Jacuzzi deck drainage
  - e. Repair damaged pool coping
9. Park management
  - a. Get Julie the professional training she needs.
    - i. Computer classes
    - ii. Property management classes
    - iii. Mobile home property management
      1. Please research and work with her to schedule this training
      2. City might have a training program she can be a part of
  - b. Make office door ADA code compliant
  - c. Accepted Work Orders and Complaint forms and Incident forms as intended
  - d. Walk Park using resident input from November 2021 to address resident concerns
10. Security
  - a. Locks on pool and laundry
  - b. Security on site

**From:** John Mosher

**Sent:** Monday, April 19, 2021 2:31 PM

**To:**

**Subject:** Honda Power Equipment 6500 Watt Generator Rental EG6500CLAT-WK-653161 - The Home Depot



Honda Power Equipment 6500 Watt Generator Rental  
EG6500CLAT-WK-653161 - The Home Depot

Rent a 6500 Watt Generator Rental from one of our over 1,200 THD rental locations. Call your local store for same day pickup availability.

<https://www.homedepot.com/p/rental/Honda-Power-Equipment-6500-Watt-Generator-EG6500CLAT-WK-653161/309004501>

Sent from Mail for Windows 10

Hi Julie,

This is a portable generator that can take care of the Clubhouse. The prices are \$87 a day, \$348 a week(3 day discount).

The Home Depot in San Marcos has two available right now.

The SMME HOA would like to Share in the cost of renting one; to make sure all residents have access to some electrical power on Friday April 23, 2021.

Thanks for working together on this. Using the Park's Maintenance Crew to take care of the Generator.

Sincerely,

John R Mosher

SMME HOA President

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**From:** John Mosher  
**Sent:** Thursday, October 7, 2021 1:21 PM  
**To:**  
**Subject:** Trim berries/nuts on Palm Trees

Hi Julie,

Please contact the owners about trimming the berries/nuts on the Palm Trees. A number of residents have asked for help with the problems created when they fall on their roofs and fill their gutters. I mentioned these concerns in my correspondence with Jana in January.

Thanks for your help in taking care this problem.

Sincerely,

John R Mosher

Sent from Mail for Windows



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**From:** John Mosher

**Sent:** Tuesday, March 15, 2022 3:32 PM

**To:**

**Cc:** Flip Bollinger; Harris, Sean

**Subject:** Original Master lease and CC&R's for San Marcos Mobile Estates

Hello Julie and Thomas,

In response to questions raised during our Park tour yesterday with San Marcos Mayor Rebecca Jones:

1. Please send us a copy of the Original Master Lease agreement for San Marcos Mobile Estates. The original CC&R's – Covenants, Conditions & Restrictions for this development.
2. Please send us a copy of the Defined duties for the Maintenance Crews and other subcontractors who perform services here in our Community.

Thanks for your assistance with this matter,

Sincerely,

John R Mosher

Sent from Mail for Windows

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**From:** John Mosher  
**Sent:** Tuesday, March 15, 2022 3:51 PM  
**To:** ; Casparian, Thomas  
**Cc:** Flip Bollinger; Harris, Sean  
**Subject:** Mobile Home Park Utility Upgrade Program

Hello Julie and Thomas,  
Since 2018 we have been asking Park Management about their participation in the CPUC's Mobile Home Park Utility Upgrade Program.  
Where is our Park on the list? When does SDG&E plane to Upgrade our Park and takeover the system?

We are requesting this information again.

The timing of the upgrade and the replacement of the streets is critical.

The repair of the streets is critical.

Thanks for your assistance,

Sincerely,

John R Mosher

Sent from Mail for Windows



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## Mobile Home Communities in Oceanside

1 message

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**Janene Shepherd**

Wed, Apr 13, 2022 at 2:10 PM

To:

Cc: Ryan Keim

Hi Marlene and John –

Here is a link to Oceanside website page on our Mobile Home communities that has additional helpful links to additional information:

<https://www.ci.oceanside.ca.us/gov/ns/housing/mobile/default.asp>

I hope this helps – not sure the news broadcast you saw was entirely correct – our Manufactured Home Fair Practices Commission did approve some limited rent rises (3.9%) after these parks passed inspection but for 8 parks that didn't pass, no rental increase at this time and one park was not approved – this on April 7, 2022.

Best regards, Janene

Janene Shepherd

Aide to Deputy Mayor Ryan Keim

City of Oceanside



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## Proposed rent increase settlement

1 message

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Tim Sheahan

Mon, Apr 18, 2022 at 1:07 PM

To: 'John Mosher'

Just received the following from Chris McNabb, who led the last cycle of negotiations at Imperial:

Yes you can share the information I sent you.

1. I have lived here 12 years and have had only 2 rent increases. We typically negotiate 2 to 3 years where there will be no rent increases. The park has chosen to hold off longer.

2. Over the last 10 years there have only been 2 rent increases. You can see the last one took into consideration the recent water and sewer increases that were affecting everyone. I would suggest you discuss the impact COVID had on everyone and the current gas and food increases.

3. I am aware of the recent laws. Thank you.

When the laws are past that is one thing. Enforcing is another. Our park managers are not part of the mrls so are not up to speed on changes.

4. When homes are sold at Imperial the new resident's rents are increased to the going rate for mobile home rents. If the selling client had a rent for \$350.00 it can be increased to the going rate at the time of sale. The current rate is around \$680.00 for new residents..

5. We considered a % for rent increases. We took into account factors like the recent water and sewer charges that were levied at that time, the demographics of the park etc.

6. When we did the inspection for the city, I had people from the park send me their complaints either by email, mail box or phone. I got a few valid responses which we addressed with the city or the park itself. We also had a licensed contractor go with us for the physical inspection of the park.. He pointed out code violations which had been ignored for many years at the park including handicap access, termite and dry wood rot on the patio cover, illegal use of pvc pipe for electrical wiring instead of proper electrical conduit etc. Needless to say this did not make us very popular when the city put these violations in writing and the park had to clear the violations before they could implement a rent increase.. Another tidbit is the ratio of garage bins to residents and the number of times the sanitation company comes per week for pick

up. We had extra garbage so we were able to get more garbage bins and increase the pick up.

I hope this helps. Let me know if you have any other questions. The rent increase was 3 years ago so I am a little foggy on some of the details.

Regards,

Chris

**Christine McNabb**  
**REALTOR®**  
**Windermere Real Estate**  
**Cal BRE# 01317250**

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**From:** John Mosher  
**Sent:** Monday, April 18, 2022 12:59 PM  
**To:** Tim Sheahan  
**Subject:** RE: Proposed rent increase settlement

April 12, 2022

**Thomas W. Casparian, Esq.**

**VIA E-MAIL (PSCOLICK@SAN-MARCOS.NET)**

Mobile Home Rent Review Commission  
c/o Phillip Scollick, City Clerk  
1 Civic Center Drive  
San Marcos, CA 92069

**Re: San Marcos Mobile Estates Rent Review Petition for Proposed Rent Increase  
Continued Hearing: April 12, 2022**

Dear Mayor Jones and Members of the Mobile Home Rent Review Commission:

I write to clarify and correct statements I made previously to the Commission and to the HOA, although I do not believe they should impact the Commission's prior deliberations.

The estimated \$270,000 for street repairs is not for a complete remove and replace of all the streets in San Marcos Mobile Estates ("SMME"), as I had believed. Although that was the Owners' original intent, upon inspection by J.B. Bostick Company, Inc. ("Bostick"), they were advised that not all of the streets need replacement or overlay. Instead, Bostick recommended extensive but not total street replacement. This is shown by the attached letter from Dave Thomas, Project Manager at Bostick, together with the attached detailed proposal and site map.

The cost of the street repairs is actually more than the estimated figure provided to the Commission of \$270,000. Given that the Commission's prior compromise offer to the Owners, and Dr. Baar's calculation of a potential rent holdback, were based on the \$270,000 estimate, the corrected description of the extent of the proposed work should not impact the Commission's prior offer of compromise. It is very important to note that the street repairs and replacement will be far more extensive than the few potholes observed and noted by the City Inspector in its Report to the Commission, which also advised that the streets were in good shape and did not need a full replacement. However, it is nevertheless very important for me to correct the record before further deliberations by the Commission, and I apologize for my misunderstanding.

To be clear going forward: the street repairs and replacement the Owners will agree to perform is as described in the attached proposal. Once completed, the City Inspector may inspect and confirm the work was properly done, that it has corrected all problem areas, and that the Park's street are in very good condition.

LEGAL\57507209\1

Sincerely,

COZEN O'CONNOR

By: Thomas W. Casparian, Esq.

Attachment



**BOSTICK COMPANY, INC.**

**ASPHALT PAVING CONTRACTORS LICENSE #341573**  
2870 EAST LA CRESTA, ANAHEIM, CALIFORNIA 92806

1 (800) 246-PAVE  
Fax (714) 238-2142

**TO:** Parklane Development and Management Corp.  
74998 Country Club Drive #220-A  
Palm Desert, CA 92260  
ATTN: Eugene Robinson

**DATE:** February 18, 2022

**PHONE:**

**EMAIL:**

**EMAIL:**

**EMAIL:**

**JOB ADDRESS:** San Marcos Mobile Estates, 1145 Barham Dr., San Marcos CA 92078

Dear Eugene,

I'm writing you this letter to assure you that the concrete and asphalt work proposed for San Marcos Mobile Estates is all that is needed at this time. Not all of the streets need replacement or overlay. Due to the past history of how well you have maintained the streets over the years, most of the streets are in decent shape and only need patching, crack seal, and sealcoat.

Enclosed is the Estimate/Contract and map of the proposed concrete and asphalt repair areas. The streets in this park have five or more years of life left and will not need full replacement for approximately 10 years. A full replacement will cost approximately two million dollars.

I hope this answers any questions you might have and please feel free to contact me should you have any additional questions.

Dave Thomas  
Estimator/Project Manager 1986 to present

Encls: Estimate/Contract, map





## Estimate / Contract

**ASPHALT PAVING CONTRACTORS LICENSE #341573**

2870 EAST LA CRESTA, ANAHEIM, CALIFORNIA 92806

Telephone: (800) 246-PAVE Fax: (714) 238-2142

Date	Proposal #	Estimator
2/18/2022	23382	Dave

Bid To	Job Address
Parklane Development and Management Corp 74998 Country Club Drive #220-A Palm Desert, CA 92260	San Marcos ME 1145 Barham Drive San Marcos, CA 92078

Description	Total
<b>CONCRETE:</b> 1. Remove and replace 25' of 3' wide and 16' of 4' wide concrete flow line. 2. New concrete to be 7" thick 3250 with (2) #4 rebar. 3. Patch back to new concrete with hot asphalt.	5,280.00
<b>REMOVE/REPLACE &amp; FORTA-FI OVERLAY WITH 2": ONE MOVE</b> 1. Remove approx. 21,881 SF of asphalt with Petromat and underlying dirt to a depth of 6" in (28) areas. 2. Dump fees are included for Petromat fabric and underlying dirt. 3. Grind edges of streets 4' wide in overlay areas. 4. Broom sweep and clean asphalt surface. 5. Apply "NO-TRACK" tack coat to prepared asphalt surface. 6. Install a 2" average hot asphalt using FORTA-FI fibers to approx. 45,198 SF, roll and compact. 7. Stripe all areas back to original layout. Edges tapered to existing and water drainage maintained as best as possible.	227,875.00
<b>CRACKSEAL:</b> 1. Clean and apply hot rubberized crackseal material to existing expansion cracks 1/2" and larger. <i>No guarantee on recurrence of cracks and/or vegetation.</i>	18,380.00
<b>SEAL COATING: THREE MOVES</b> 1. Clean existing asphalt of miscellaneous dirt & debris. 2. All large movable objects to be moved by customer prior to our arrival. 3. Apply ONE coat of GUARDTOP to approx. 280,559 SF. 4. Restripe parking stalls and restencil back to original layout.	31,830.00
<b>OPTION:</b> 1. To apply a second coat of Guardtop. <b>ADD: \$12,300.00</b>	

Thank you for considering our company for your asphalt repair program.

**Total** \$283,365.00

**PAYMENT TERMS:**  
 - Payment due upon completion.  
 - Excludes permits and/or permit fees.  
 - Prices good for (30) days of submittal.  
 - By signing this Estimate/Contract, I/ We accept the JB Bostick Co., Inc. terms and conditions, listed separately.

Estimator Signature

Accepting Signature

Date:

## JB Bostick Company, Inc. Terms & Conditions

1). Warranty period: one-year industry standard on workmanship & material only. 2). In the event the invoice is not paid within 30 days, an interest charge of 1.5% per month will be added on all past-due invoices. Customer agrees to pay court costs and reasonable attorney fees in the event of default if this contract is turned over to an attorney for enforcement or collection. If all sums due are not paid prior to 20 days after completion of work for subcontracts or 50 days after completion of work for original (prime) contracts, J.B. Bostick Company, Inc. will pursue legal protection. 3). Under the "Mechanic's Lien" law (CA Code of Civil Procedures, Section 1181 et seq) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property can be sold by the court and the proceedings of the sale used to satisfy the indebtedness. This can happen if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid. 4). By signing this proposal, or acceptance of this proposal via email, text message, or verbally, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. 5). Errors and Omissions: J.B. Bostick Company, Inc. reserves the right to revise the contract, for a period of seven (7) days from the return, to our office, of the original contract, even though authorized by a J.B. Bostick Company, Inc. representative. 6). J.B. Bostick Company, Inc. must find the job site ready for commencement of work as we have scheduled with the Buyer. This includes, but is not limited to: A. All objects, grass weeds, vehicles, trash dumpsters, dirt, other contractors, debris, etc., must be removed prior to our arrival. B. All water for irrigation must be turned off (24) hours prior to the commencement of work and must remain off (48) hours after completion of work to allow for proper curing of materials. Pavement must be dry upon our arrival. C. All areas where work was performed must remain closed to foot and vehicular traffic for a minimum of (24) hours after completion. When adverse weather conditions exist, work areas are to remain closed for whatever length of time deemed necessary by J.B. Bostick Company, Inc., and so communicated to the Buyer. J.B. Bostick Company, Inc. cannot be responsible for the tracking of slurry seal coating, for any reason after application. D. The condition of the job site must be the same as when the job was bid. Any additional clean up or changes that alters our costs may be billed to Buyer as a valid additional charge. Any increases in square footage or work will be billed at unit cost established in contract. E. On removal and replacement of existing asphalt, if the existing asphalt thickness encountered is more than what is stated in our original contract, the customer will be invoiced accordingly for additional removal fees, dump charges and asphalt/aggregate base used plus ten percent overhead and five percent profit. F. If any unforeseen or subgrade condition problems occur, customer will be invoiced accordingly for additional labor, material, equipment, etc., required remedying subgrade problems. Material i.e. Petromat Paving Fabric, or other material may necessitate a cost increase. G. Any standing time or delays caused by ANY outside factor not under our direct control will be billed additionally at a rate to reflect our actual costs, plus ten percent overhead and five percent profit. H. All tenants, homeowners or otherwise interested parties must be notified by Buyer at least (72) hours prior to start of work. I. If, for any reason beyond the control of J.B. Bostick Company, Inc., an additional move-in should result, it will be invoiced as an add to this contract at a "TIME AND MATERIAL" basis. 7). J.B. Bostick Company, Inc. will not be responsible for the following: A. The guarantee of any crack filling as it may settle and re-crack even though applied to the best of our ability and installed to manufacturer's standards. After cracks have been filled, they will still show through any pavement coating. B. The guarantee of seal materials adhering to oil saturated spots or other substances (dirt/mud at planters, etc.) that cause the seal not to bind properly to the asphalt. The normal cleaning procedures, blowing with power speed blowers and brooms, prior to sealing does not include the removal of oil, mud or other impregnated asphalt. C. The guarantee of seal materials adhering properly to surfaces that cannot be cleaned satisfactorily by means of power blowers and brooms. D. Any damage resulting to the seal or asphalt if barricades are removed, or taken down, walked around or driven through by anyone other than a J.B. Bostick Company, Inc. representative prior to the time stipulated. E. Any damage to cars, concrete, shoes, clothing, carpets, etc., as a result of traversing asphalt prematurely. F. Any damage that is not the direct result of negligence or of willful misconduct on the part of J.B. Bostick Company, Inc. G. Any reflective cracking of any new asphalt patching or overlays due to pre-existing conditions such as poor or unstable base conditions, improper grades, underlying water problems, etc. H. Any pavement sinking or settling resulting from failure or settling of subgrade for any reason. No guarantees against asphalt sinking in asphalt patch back areas, due to sub-grade compaction by others. I. Any damage to underground utilities that are not installed to code, and not marked by Buyer prior to our arrival. J. Any plans, permits, licenses, drawings, inspections, tests, engineering, water supply, BMPs, and stormwater pollution prevention plans (SWPPP) or cost of them, unless outlined in the body of this contract. K. J.B. Bostick Company, Inc. cannot guarantee drainage on existing asphalt resurfaces, or new asphalt installation with less than 1% fall. 8). All expenses incurred by J.B. Bostick Company, Inc. in repairing any damage caused by others, shall be added to the original contract price and billed as additional. 9). J.B. Bostick Company, Inc. shall not be responsible for "power steering" or scuffmarks on asphalt or seal. This is a normal occurrence (especially in hot weather) and usually blends back and mends itself over time. 10). The Owner or Agent shall hold harmless J.B. Bostick Company, Inc. from any and all claims involving the property upon which work is to be performed, including property damage, bodily injury or death, or any other occurrence that is not the direct result of the sole negligence or willful misconduct of J.B. Bostick Company, Inc. 11). Curb Painting will continue to bubble, chip & peel if there are several layers of paint. Only light cleaning is included. Striping will match existing layout unless specifically requested. When re-using wheelstops, most will break upon removal. Any extra wheelstops installed will be charged extra. 12). New concrete is subject to cracking. Routine hairline cracking is not covered by the material and workmanship warranty. J.B. Bostick Company, Inc. is not responsible for graffiti markings in concrete once our crew has left the job site. 13). Net material tonnage may fluctuate +/- a tenth due to drainage issues, matching existing edges, existing pavement contour, grading by others, poor subgrade compaction and/or other pre-existing conditions. 14). J.B. Bostick Company, Inc. reserves the right to outsource/subcontract this project in part or in whole to qualified/approved vendors. 15). Arbitration: if at any time, any controversy arises between contractor and owner (or contractor and subcontractor if this document serves as a subcontract agreement) regarding anything pertaining to this agreement and which the parties hereto do not promptly adjust and determine, or which the owner's representatives or architect cannot decide to the satisfaction of both parties, then the written orders of the contractor to the owner (or subcontractor if this document serves as a subcontract agreement) shall be followed. The controversy shall be submitted to and determined by arbitration under the construction industry arbitration rules of the American Arbitration Association then pertaining and the parties here to agree to be bound by the award in such arbitration. Adjunct to the above, the protection of a mechanic's lien will not waive or operate to the exclusion of the right to arbitrate disputes. 16). Fraud Alert/Prevention: Under NO circumstance will JB Bostick Company, Inc. request for payments to be wired unless a previous ACH authorization form has been submitted, prior to commencement of this project. If you do not have such prior approval and have received an email requesting to have payments wired **STOP DO NOT WIRE** and call our office immediately at 714-238-2121. Note: If a fraudulent wire payment is made, you the customer are still responsible for any outstanding payments not received by JB Bostick Company, Inc..



4'x16'

3'x25'

**Concrete Replacement**

**R/R 21,881 SF 6" asphalt**

**O/L 45,198 SF 2" Forta-Fi asphalt**

Dave Thomas 2/18/22

JB Bostick Co Inc

2870 E. La Cresta Ave

Anaheim, Ca 92806

Fax 714-238-2142

**Subject:** FW: Proposed rent increase settlement  
**Attachments:** [Proposed Rent Increase Settlement 4122022.docx](#)

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**From:** John Mosher  
**Sent:** Tuesday, April 12, 2022 11:11 AM  
**To:** Casparian, Thomas ; Parklane Development and Management Corporation  
**Cc:** Jones, Rebecca <[RJones@san-marcos.net](mailto:RJones@san-marcos.net)>; Walton, Randy <[RWalton@san-marcos.net](mailto:RWalton@san-marcos.net)>; Musgrove, Ed <[EMusgrove@san-marcos.net](mailto:EMusgrove@san-marcos.net)>; Jenkins, Sharon <[SJenkins@san-marcos.net](mailto:SJenkins@san-marcos.net)>; Nuñez, Maria <[MNunez@san-marcos.net](mailto:MNunez@san-marcos.net)>; Griffin, Jack <[JGriffin@san-marcos.net](mailto:JGriffin@san-marcos.net)>; Scollick, Phil <[PScollick@san-marcos.net](mailto:PScollick@san-marcos.net)>; Flip Bollinger  
**Subject:** Proposed rent increase settlement

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Thomas,  
I am writing to respectfully request that the Owner's of San Marcos Mobile Estates review their requested rent increase.  
Currently the increase proposed by the City's Consultant would cause an extreme financial hardship for many of our senior residents. The resultant space rent increase is double the Social Security net increase. With the difficult financial times we all face forecasted to last a few more years before FED policy decisions trigger a recession.

I am asking you to compare your decisions about the rent increase for us, with your decisions on Imperial Mobilehome Park in Escondido. They were given a 3% increase and three years before another increase would be requested..

I have created a proposal that mirrors this. With the exception that I used the City Consultant's recommended amount to start with. I do this with a heavy heart knowing the impact on many of our seniors.

For the seniors with the limited income, I am requesting you consider a program to help those who will be adversely affected by a high rent increase. There are programs to model this after.

Again I respectful request your assistance with this.

Sincerely,

John R Mosher

Sent from [Mail](#) for Windows

## Proposed Rent Increase Settlement For San Marcos Mobile Estates

For 2021 and 2022, the current requested period:

$$8.21\% \times .75 = 6.2\%$$

$$8.21\% \times .9 = 7.4\%$$

Like our sister park Imperial in Escondido, who received a 3% rent increase with a promise not to come back for three years. We propose a higher than 75% increase to address all resident concerns over the next 2 years, through 2024. The next request for a rent increase would be 2025.

We agree to the 7.4% rent increase with no hold back beginning on our May 2022 billing.

1. 2% retroactive starting in February 2022
2. Full 7.4% to begin in May 2022

1. Streets repair and replacement
  - a. Concrete curb and gutters repair and replacement
  - b. Upraised gutter on both side of Space 52 driveway
  - c. Landscape and tree debris (Linda Vista)
  - d. Check on SDG&E street work required to upgrade SMME Utility system prior to Street repair and replacement
  - e. Street replacement
2. Driveways
  - a. Inspect 50 driveways noted by residents
  - b. Asphalt driveways that need replacement
    - i. Spaces 203, 209, 231, 233, 237, 239, 260, 262, 265
  - c. Asphalt driveways that need repair or replacement
    - i. Spaces 204, 216, 218, 219, 220, 241, 242
  - d. Asphalt driveways that need slurry seal
  - e. Cement cracks, trip hazard for walkers (residents in space 103 & 169)
  - f. Space 193 concrete driveway repair
  - g. Driveway at space 106
3. Retaining walls
  - a. Existing leaning (space 185-186) & cracking walls (space 181, 261, 264)
  - b. Promised retaining walls (space 46, 72)
  - c. Assessment of banks that need retaining walls
    - i. Complete hillside behind homes on El Mirador
    - ii. Complete hillside on both side of Lago Marcos
    - iii. Complete hillside on Linda Vista (Behind spaces on Sierra Vista)
    - iv. Fence line behind homes on San Juan Way that border neighboring park
      1. Spaces 108-117 bank eroding under fence

- v. Inspect areas between homes for potential retaining walls or repair existing barriers consisting of wood, rock, or block walls.
- 4. Landscaping
  - a. Get bid on tree trimming all aspects
    - i. Year around contract
    - ii. Trim palm trees when flowering to prevent debris problems
    - iii. Pine trees
    - iv. Cedar, fruit and other trees
- 5. Electrical/Utilities
  - a. Upgrade Utility system
  - b. Recertification of Utility Meters and replacement of defective ones
  - c. Obtain current bid on Generator for clubhouse
- 6. Drainage, sewage
  - a. Driveways
    - i. French drains for space 48, 51,52
  - b. Sewage spillage in yards
  - c. Debris on Linda Vista and San Juan Way
- 7. Clubhouse
  - a. Update the office door to be ADA code complaint so that disabled residents in powered wheelchairs can access the office
  - b. Repair broken furniture
  - c. Repair broken window in Women's restroom
  - d. Post current Utility prices
- 8. Pool and Jacuzzi
  - a. Make ADA compliant
  - b. Repair /resurface inside of Jacuzzi
  - c. Pool cover needed to save electricity and keep ducks out of pool
  - d. Pool and Jacuzzi deck drainage
  - e. Repair damaged pool coping
- 9. Park management
  - a. Get Julie the professional training she needs.
    - i. Computer classes
    - ii. Property management classes
    - iii. Mobile home property management
      - 1. Please research and work with her to schedule this training
      - 2. City might have a training program she can be a part of
  - b. Make office door ADA code compliant
  - c. Accepted work orders and complaint forms and incident forms as intended
  - d. Walk Park using resident input from November 2021 to address resident concerns
- 10. Security
  - a. Locks on pool and laundry
  - b. Security on site



# JOHN ROBERT MOSHER

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**Accountant, Project Planner and Manager with Utility, Municipal and Construction Expertise, Large amounts of Data manipulation, and Consulting**

## PROFESSIONAL EXPERIENCE

### **ACCOUNTING CONSULTANT      San Marcos      September 2009 – Current      Accounting, Finance & Tax Consulting**

Consulted for various individuals on accounting, finance and tax questions. Researched varied items using Excel, for questions that were asked. Kept updated through membership in the Institute of Management Accountants, Journals, CPA update for testing, Industry magazines, multiple specialized textbooks and online research. Performed analysis and reconciliation with system queries and reconciliation through system queries, research and investigation of reconciling items and resolution.

### **SEMPRA ENERGY, San Diego,      January 2003 – August 2009**

#### ***Project Planner, SDG&E***

**October 2005 – August 2009**

Planned all projects in service territory; worked with clients including the state and all municipalities for a cost conscious and timely completion. Used Excel and an ERP program for the planning work.

- Planned, designed, developed, coordinated and managed additions and modifications to company gas and electric facilities from onset through completion of project without step by step instructions.
- Prepared construction documents with safe, reliable and cost-effective designs that conformed to company and municipal standards, safety orders, and governmental regulations with Excel.
- Met with government agencies, clients, client representatives and other utilities in planning and coordinating additions and modifications to gas and electric infrastructure.
- Performed engineering calculations, conducted field investigations, determined system integrity and growth potential, managed costs, developed strategies to meet construction schedules, consulted on complex issues and negotiated agreements and costs responsibilities with little oversight.

### ***Staff Accountant, Sempra Global Parent      San Diego      July 2004 – October 2005***

Handled Sempra Global Parent & Sundry accounting on a daily, monthly and yearly basis.

- Reviewed and created journal entries in Hyperion, perform research and analysis.
- Worked with multiple companies and departments on all transactions using Excel applications.
- Created all tax and reporting documentation for all phases of company business using Excel.

### ***Staff Accountant, Sempra Solutions      San Diego      July 2003 – July 2004***

Oversaw all gas and electric commodity reconciliations on a daily, monthly and yearly basis.

- Reviewed and posted large amounts of data in Excel preparing for all commodity transactions.
- Research discrepancies using analysis through system queries, research to reconcile for month-end close.
- Analyze, interpret and communicate for month-end close and management reports as well as weekly staff meeting updates.

### ***Staff Accountant, Sempra Energy Parent      San Diego      January 2003 -      July 2003***

- Reviewed and created daily postings of all wire transfers, deposits and transactions.

- Worked with multiple companies and departments on all transactions using Excel applications.
- Assist in accounting and reporting activities, reporting documentation and special projects assigned.

**JOHN R. MOSHER**

**jrmosher@hotmail.com**

**Page Two**

**QUALCOMM INC.,  
2002**

**San Diego, CA**

**December**

***Global Business Consultant***

Served on a four person team responsible for providing benchmarks of the logistical aspects of creating new businesses in China.

- Researched China's emerging markets for potential business opportunities.
  - Compared competing companies and methods of transportation for shipping computer chips into China.
- Developed a presentation for Qualcomm providing the top five transportation companies doing business in China with current and future forecasts.

**COLLEGE OF BUSINESS, San Marcos, CA**

**November 2000 – March 2001**

***Graduate Program Assistant***

- Performed general office duties for new student intake, interactive communications and assistance.
- Coordinated special quarterly information sessions for potential new additions to the program.
- Worked with Admissions Office and multiple departments to expedite new student additions.

**STAR BUILDERS SUPPLY, San Marcos, CA**

**April 1997 – August 2000**

***Lumberyard Foreman***

- Oversaw all lumberyard operations, shipments and merchandise protection from the weather.
- Managed customer assistance and sales and responsible for merchandise inventory and control.

**PRIOR EXPERIENCE**

Prior to 1997 held progressively responsible construction project management and planning positions working with all municipalities for a successful and timely completion of all projects. Provided exceptional customer service to management, other departments and the public without oversight on my own.

**EDUCATION**

**Bachelor of Science in Business Administration, Cumma Sum Laude**

**Option in Accountancy**

California State University San Marcos

**Associate Degree in Accounting, Palomar College, Cumma Sum Laude**

**CERTIFICATIONS**

**Certificate in Accounting, Palomar College.**

**Certificate for Estimating** large municipal and construction projects. Manipulated large amounts of data.

**TRAINING**

**PROFESSIONAL DEVELOPMENT**

Currently studying the Army Corp of Engineers EM-385-1-1 Handbook. There is a 4-10 Hour Day training course available by GENI for complete EM-385-1-1 training for construction contracts with Army Corp etc. Member of Institute of Management Accountants in northern San Diego County.



Earned a Class B General Contractor's License in 1992, currently inactive.

### **COMPUTER SKILLS**

Microsoft Professional applications including Word, Excel, Access and PowerPoint, Hyperion, Lotus 123, SAP, Great Plains, Allegro, Excelergy, Eb, Word Perfect, Quatro Pro, Peachtree, Cabinet Ware and CAD programs.

**JOHN R. MOSHER**

**jrmosher@hotmail.com**

**Page Three**

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### **COMMUNITY ACTIVITIES**

Tutored math at the San Marcos Middle School while attending Palomar College.

CSUSM Accounting Society President in 2002.

IMA Board Member from 2002 through 2003 and 2010 through 2012.

Currently an IMA Chapter member.

### **LANGUAGES**

Studied Intermediate Spanish in College.