



CITY COUNCIL

Pedro "Pete" M. Sanchez, Mayor
Lori Wilson, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Michael A. Segala

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, APRIL 5, 2016
7:00 P.M.**

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 740)
(Next City Council Res. No. 2 016 – 19)
Next Suisun City Council Acting as Successor Agency Res. No. SA2016 – 02)
(Next Housing Authority Res. No. HA2016 – 01)

ROLL CALL

Council / Board Members
Pledge of Allegiance
Invocation

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers
2. City Manager/Executive Director/Staff

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Recognition of Cheryl Avery, Andrew McCabe and Mark Zorich for Completing Field Training Officer Program; and Victoria Hill and Danielle Lindberg for Completing Dispatch Training Program - (Mattos).
4. Presentation of Certificate of Appreciation to Master Officer Walter Walker, Police Office, in recognition of over Thirteen Years of Service to the City of Suisun City – (Mattos).
5. Presentation of Plaque to Retired Recreation and Community Services Director Mick Jessop in Appreciation of Twenty-Four Years of Service to the City of Suisun City.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

6. Council Adoption of Resolution No. 2016 - ____: Accepting the 2015 Annual Progress Report of the Suisun City General Plan and Housing Element – (Garben).
7. Council Adoption of Resolution No. 2016 - ____: Approving an Extension of the Approved Tentative Subdivision Map Application No. TSM07-02, for an 80-Unit Subdivision located at 4505 Olive Avenue – (Garben).
8. Council Adoption of Resolution No. 2016-____: Approving and Accepting the Transfer and Dedication of Property on Railroad Avenue (Portion of APN# 0037-130-010) – (McSorley).

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on March 22, 2016 and March 29, 2016 – (Hobson).

GENERAL BUSINESS**Housing Authority**

10. Housing Authority Adoption of Resolution No. HA 2016-____: Authorizing the Execution of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park, LLC for the Transfer of Approximately 8.29 Acres Located Adjacent to the Sunset Shopping Center East of Sunset Avenue, North of Highway 12 (Solano County Assessor's Parcel Numbers 0173-390-160 and 180) – (Garben).

PUBLIC HEARINGS**ADJOURNMENT**

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

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AGENDA TRANSMITTAL

MEETING DATE: April 5, 2016

CITY AGENDA ITEM: Council Adoption of Resolution No. 2016 - ____: Accepting the 2015 Annual Progress Report of the Suisun City General Plan and Housing Element.

FISCAL IMPACT: There would be no fiscal impact associated with adoption of the proposed Resolution. Failure to adopt the Resolution could result in the loss of future grant funding.

BACKGROUND: An Annual Report is required for all General Plans and Housing Elements under California Government Code Section 65400(b), which states “the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs....”

On March 29, 2016, the Planning Commission received and reviewed the annual plan for the General Plan and Housing Element, respectively, and unanimously recommended the City Council accept the Annual Progress Report for the General Plan and Housing Element, and forward the reports to the State of California to fulfill the City’s annual report obligation for calendar year 2015.

STAFF REPORT: The General Plan represents Suisun City’s future vision of the City in the year 2035. The Plan identifies the general location for future land uses, including residential, commercial, and industrial areas, and desired population and building densities throughout the community. The Plan states future goals for each of the eight elements of the General Plan.

The Annual Progress Reports on the Suisun City General Plan and on the Housing Element have been prepared in response to the California Government Code Section 65400(b). The reports describe the City’s progress in implementing the policies and programs of the General Plan and Housing Element, respectively, during calendar year 2015, and include the City’s progress on providing its share of the Regional Housing Needs Allocation. This report is the 1st Annual Report since the City Council adopted the 2035 General Plan Update and the 2015-2023 Housing Element in May 2015.

General Plan Progress Report

This Progress Report is organized by topic areas based on the City’s General Plan Elements including:

- Community Character and Design
- Land Use
- Transportation
- Economic Development
- Housing
- Open Space and Conservation
- Community Facilities and Services
- Public Health and Safety.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

John Kearns, Associate Planner
 Jason Garben, Development Services Director
 Suzanne Bragdon, City Manager

The Annual Progress Report for the General Plan, covering CY 2015, is attached. Highlights, including projects completed and/or underway that support the implementation of the General Plan are noted below, by element. The Progress Report provides more detail for each noted activity.

- **Community Character and Design Element**
 - Downtown Waterfront Specific Plan Update (underway).
 - Title 18 “Zoning” comprehensive update (underway).
- **Land Use Element**
 - Downtown Waterfront Specific Plan Update (underway).
 - Title 18 “Zoning” comprehensive update (underway).
- **Transportation**
 - Improvements to Highway 12 and Walters Road (completed).
 - Improvements to Walters Road and Pintail Drive (completed).
 - Railroad Avenue Extension planning (environmental, underway).
 - Peterson Road Improvements, West of Walters (completed).
 - Walters to Travis Air Force Base South Gate (completed).
- **Economic Development**
 - Walmart opening (completed).
 - Downtown Waterfront Specific Plan Update (underway).
 - Moving Solano Forward (MSF) (underway).
- **Housing Element**
 - New Housing Element adopted and certified, May 2015.
- **Open Space and Conservation**
 - Habitat Conservation Plan (HCP) DEIR issued for review.
- **Community Facilities and Services**
 - Lawler Ranch Park Phase II (nearing completion).
 - Train Depot Renovation (underway).
- **Public Health and Safety**
 - Local Hazard Mitigation Plan (nearing completion).
 - Travis Airport Land Use Compatibility Plan (completed).
 - Flood control projects (completed).

In addition to these programs and projects, a number of development projects have been submitted for processing, review and/or approval. These projects address both housing and economic development interests and include:

- Zephyr Estates Development (housing with small neighborhood commercial component).
- Revision of PUD for Grey Hawk Development (housing).
- Derting Self Storage (economic development).

In addition to these projects, staff has worked diligently with Main Street West partners to resolve outstanding issues with the State Department of Finance relative to the dissolution of redevelopment, so that housing and commercial development can begin in earnest in the Waterfront District PDA. Applications have likewise been received for two major development projects in the City's eastern sphere of influence: one includes a mix of industrial and commercial; and the other a church campus including office, banquet and senior housing uses.

The Annual Progress Report of the General Plan, which is attached, will be submitted to the Governor's Office of Planning and Research upon acceptance by the City Council.

Housing Element Progress Report

The Annual Progress Report for the Housing Element is attached. It identifies the status of the following goals:

- Ensure Availability of Sites to Accommodate City's Housing Needs.
- Preserve Stock of Existing Housing.
- Plan and Encourage Development of Housing to Meet Needs of Special Populations.
- Encourage Energy Conservation.

Within each goal, there are a number of policies and programs identified, including the status and accomplishments achieved within CY 2015. Upon Acceptance by the City Council, the Annual Progress Report for the Housing Element will be submitted to Housing and Community Development.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2016-____: Accepting the 2015 Annual Progress Report of the Suisun City General Plan and Housing Element.

ATTACHMENTS:

1. Resolution No. 2016 - ____: Accepting the 2015 Annual Progress Report of the Suisun City General Plan and Housing Element.
 - a. Annual General Plan Progress Report, CY 2015.
 - b. Annual Housing Element Progress Report, CY 2015.

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RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE 2015 ANNUAL PROGRESS REPORT OF THE SUISUN CITY
GENERAL PLAN AND HOUSING ELEMENT**

WHEREAS, on May 5, 2015, the City Council adopted the 2035 General Plan Update and on May 19, 2015, the City Council adopted the 2015-2023 Housing Element; and

WHEREAS, an Annual Report is required for all General Plans by California Government Code Section 65400(b), which states “the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs...”; and

WHEREAS, staff has presented the Annual Report on the General Plan for 2015 to the City Council, and the City Council has reviewed said Annual Report; and

WHEREAS, the Annual Report is not considered a project under the provisions of the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City that based on its review, the City Council accepts the 2015 Annual Report on the Suisun City General Plan (Exhibit A) and Housing Element (Exhibit B); and

BE IT FURTHER RESOLVED that the record of proceedings shall be located at the City Manager’s Office, and that the City Clerk shall be the custodian of such documents.

PASSED AND ADOPTED by the following vote at a regular meeting of the City Council of the City of Suisun City duly held on the 5th day of April 2016:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 5th day of April 2016.

Linda Hobson, CMC
City Clerk

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2015 ANNUAL GENERAL PLAN PROGRESS REPORT

City or County Name:

City of Suisun City

Mailing Address:

701 Civic Center Boulevard
Suisun City, CA 94585

Contact Person:

John Kearns
Associate Planner

Phone:

(707)-421-7335

Fax:

(707)-429-3758

E-mail:

jkearns@suisun.com

Reporting Period by Calendar Year:

From January 1, 2015 to December 31, 2015

Submitted to:

Governor's Office of Planning and Research
P.O. Box 3044

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INTRODUCTION AND PURPOSE OF THE ANNUAL REPORT

An Annual Report is required for all General Plans by California Government Code Section 65400(b), which states “the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs....”

The General Plan represents Suisun City’s future vision of the City in the year 2035. The Plan identifies the general location for future land uses, including residential, commercial, and industrial areas, and desired population and building densities throughout the community. The Plan states future goals for Community Character and Design, Land Use, Transportation, Economic Development, Housing, Open Space and Conservation, Community Facilities and Services, and Public Health and Safety.

The report describes the City’s progress in implementing the policies and programs of the General Plan, as well as the City’s progress on providing its share of the Regional Housing Needs Allocation. The report is divided into topic areas based on the City’s General Plan Elements.

This is the 1st Annual Report prepared by the Development Services Department since the adoption of the 2035 General Plan in 2015. For further information or additional copies of the Report, please contact:

John Kearns, Associate Planner
City of Suisun City
Development Services Department
701 Civic Center Blvd.
Suisun City, CA 94585
707-421-7335
jkearns@suisun.com

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Below is a brief description of projects that the City has begun or completed during CY 2015 that assisted in implementing both the 2035 General Plan and 2015-2023 Housing Element:

Community Character and Design Element

Downtown Waterfront Specific Plan Update (underway). Staff and the consulting team continued to work on updating the Downtown Waterfront Specific Plan. As a part of this plan, the design guidelines will be updated for both the commercial and residential land uses.

Title 18 “Zoning” Comprehensive Update (underway). Staff and the consulting team continued to work on updating Title 18 “Zoning”. The update will improve the many aspects of the planning process including better direction on urban design to the Public.

Land Use Element

Downtown Waterfront Specific Plan Update (underway). Staff and the consulting team continued to work on an update to the 1999 Downtown Waterfront Specific Plan. This includes community workshops and public outreach. This update is expected to improve land use compatibility, as well as react to the demographics of the region.

Title 18 “Zoning” Comprehensive Update (underway). Following the May 2015 adoptions of both the 2035 General Plan and 2015-2023 Housing Elements, staff and the consulting team began to work on comprehensive revisions to Title 18 “Zoning” to make it consistent with the other applicable documents and also to make it more user-friendly.

Transportation

Improvements to Highway 12 and Walters Road (completed). Work completed in 2015 included extending the inner left eastbound turn pocket, lane configuration changes to Lawler Ranch Parkway and Highway 12 and traffic signal modifications to improve circulation.

Improvements to Walters Road and Pintail Drive (completed). In general, the project includes installing a traffic signal system, replacing concrete curb, gutter, sidewalk and pedestrian ramps; providing pavement striping and marking; installing signs; overlaying the pavement, and other various items of work.

Railroad Avenue Extension planning (environmental, underway). Staff and the consultant continued to plan and undertake environmental work on the Railroad Avenue Extension (Marina Boulevard to Main Street) project. The project will increase connectivity to the downtown area as well as improving circulation in the area.

Petersen Road Improvements, West of Walters (completed). From Fulmar Drive to Walters Road the roadway was widened and the existing pavement received an overlay. Landscaping and sound walls were installed on both the north and south sides.

Walters to Travis Air Force Base South Gate (completed). Roadway was widened and pavement was reconstructed. A Class I bikeway was installed on north side of roadway from Four Seasons Self Storage to Lambrecht Sports Complex. As a result of the roadway widening, a truck stacking lane was created on the south side.

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Economic Development

Walmart opening (completed). Approved by the City Council in 2008, the grand opening for the project took place in March 2015. The project consists of 180,000 square feet of retail space as well as a site for a pad building to the west.

Downtown Waterfront Specific Plan Update (underway). Staff continued working on the Downtown Waterfront Specific Plan Update which includes programs to strengthen the economic viability of the area. A major addition to the 1999 Plan is the inclusion of the property at the northeast corner of Highway 12 and Marina Boulevard which is seen as a key economic development opportunity to the City.

Moving Solano Forward (MSF) (underway). As part of an ongoing strategy to grow and diversify Solano County's economy, Solano County accessed federal sources to fund Moving Solano Forward, Phase I and Moving Solano Forward, Phase II, which focuses on implementing recommendations from Phase I. The Solano Economic Development Corporation will lead Phase II. Coordination and collaboration has already begun in 2016.

Housing Element

New Housing Element adopted and certified, May 2015. In May 2015, the City adopted a new Housing Element for 2014-2022. The Housing Element is the City's overall policy guide for housing development, including affordable and special needs housing. The new Housing Element includes a new Regional Housing Needs Allocation (RHNA) developed in cooperation with other Solano County jurisdictions. The 2014-2022 RHNA is a slight decrease of the past 2007-2014 RHNA reflecting the increased emphasis on infill development near job centers in the central Bay Area. The California Department of Housing and Community Development (HCD) certified the element.

Open Space and Conservation

Habitat Conservation Plan (HCP) DEIR issued for review. The Solano County Water Agency (SCWA) is the lead agency for this multi-jurisdiction habitat conservation plan. The City's partners include Fairfield, Vallejo, Vacaville, U.S. Fish and Wildlife, and California Department of Fish and Wildlife.

During 2015, work continued on the EIR/EIS, with submittal of the draft to the federal government in late 2015. The U.S. Fish and Wildlife staff is currently reviewing the draft EIR/EIS. Completion is anticipated in 2016.

Community Facilities and Services

Lawler Ranch Park Phase II (nearing completion). The City's contractor began work in late 2015. The project improvements include constructing a basketball court (half court), dog areas, and concrete pathways, mow band and seat wall; installing site furnishings, sail shades, drinking fountains, decomposed granite paving, plastic header boards, rubberized play area surfacing, drinking fountains, chain link fencing, metal fencing and gates, street lighting, and irrigation; hydroseeding turfgrass; and planting trees and shrubs; as well as completing the incidentals which include but are not limited to construction surveys, clearing and grubbing, grading and providing erosion control measures. Work is expected to be completed in Spring 2016.

[Type text]

Train Depot Renovation (underway). The design consultant under the leadership of the Building/Public Works Department prepared construction drawings for renovations to the Train Depot as well as access improvements. Construction is expected to be completed in Spring 2016.

Public Health and Safety

Local Hazard Mitigation Plan (nearing completion). Staff and the consulting team have continued to work on the Local Hazard Mitigation Plan. State, tribal, and local governments engage in hazard mitigation planning to identify natural hazards that impact them, identify strategies and activities to reduce any losses from those hazards, and establish a coordinated approach to implementing the plan, taking advantage of a wide range of resources. Developing hazard mitigation plans enables state, tribal, and local governments to:

- Increase education and awareness around threats, hazards, and vulnerabilities.
- Identify long-term strategies for risk reduction that are agreed upon by stakeholders and the public.
- Identify cost effective mitigation actions, focusing resources on the greatest risks and vulnerabilities.

Ultimately, hazard mitigation planning enables action to reduce loss of life and property, lessening the impact of disasters.

Travis Airport Land Use Compatibility Plan (completed). City staff participated in the update to the Travis Air Force Base Land Use Compatibility Plan in 2015. The plan was updated in late 2015. New additions to the updated plan include Wildlife Hazard Areas and more specific standards on alternative energy (wind turbines and solar energy).

Flood control projects (completed). Staff completed routine removal of vegetation to ensure proper functioning and operation of channel runoff, existing water control facilities, or other structures necessary for public health, safety and benefit. The following activities took place in 2015: spraying, mowing/weed eating, debris removal, and limb pruning.

In addition to these programs and projects, a number of development projects have been submitted for processing, review and/or approval. These projects address both housing and economic development interests and include:

- Zephyr Estates Development (housing with small neighborhood commercial component).
- Revision of PUD for Grey Hawk Development (housing).
- Derting Self Storage (economic development).

In addition to these projects, staff has worked diligently with Main Street West partners to resolve outstanding issues with the State Department of Finance relative to the dissolution of redevelopment, so that housing and commercial development can begin in earnest in the Waterfront District PDA. Applications have likewise been received for two major development projects in the City's eastern sphere of influence; one includes a mix of industrial and commercial and the other a Church Campus including office, banquet and senior housing uses.

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

ANNUAL HOUSING ELEMENT PROGRESS REPORT

City or County Name:

City of Suisun City

Mailing Address:

701 Civic Center Boulevard
Suisun City, CA 94585

Contact Person:

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Reporting Period by Calendar Year:

From January 1, 2015 to December 31, 2015

Submitted to:

Department of Housing and Community Development
Division of Housing Policy Development
P.O. Box 952053
Sacramento, CA 94252-2053

-and-

Governor's Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Suisun City
Reporting Period 1-Jan-15 - 31-Dec-15

Table A
Annual Building Activity Report
Very Low-, Low-, and Moderate-Income Units and Mixed-Income Multifamily Projects

| 1 Project Identifier (may be APN No., project name or address) | 2 Unit Category | 3 Tenure R=Renter O=Owner | 4 Affordability by Household Incomes | | | | 5 Total Units per Project | 6 Housing with Financial Assistance and/or Deed Restrictions | | 8 Housing without Financial Assistance or Deed Restrictions |
|--|-----------------------|------------------------------------|---|----------------|---------------------|------------------------------|------------------------------------|--|--|--|
| | | | Very Low- Income | Low- Income | Moderate- Income | Above Moderate- Income | | Assistance Programs for Each Development See Instructions | Deed Restricted Units See Instructions | |
| | | | 0 | 0 | 0 | 0 | 0 | | | |
| | | | 0 | 0 | 0 | 0 | 0 | | | |
| | | | 0 | 0 | 0 | 0 | 0 | | | |
| (9) Total of Above Moderate from Table A2 | | | | | | | | | | |
| (10) Total by income units (Field 5) Table A | | | | | | | | | | |
| | | | | | | | 0 | | | |

Table A2
Annual building Activity Report Summary for Above Moderate-Income Units
 (not including those units reported on Table A)

| No. of Units Permitted for Above Moderate | Single Family | 2 – 4 Units | 5+ Units | Second Unit | Mobile Homes | Total |
|---|---------------|-------------|----------|-------------|--------------|-------|
| | 8 | 0 | 0 | 0 | 0 | 0 |

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

| Enter Calendar Year starting with the first year of the RHNA allocation period. See Example. | RHNA Allocation by Income Level | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
|--|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------------------------------|--------------------------------------|
| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | | |
| Very Low | Deed Restricted | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 147 |
| | Non-deed Restricted | | | | | | | | | | | |
| Low | Deed Restricted | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 57 |
| | Non-deed Restricted | | | | | | | | | | | |
| Moderate | Deed Restricted | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 |
| | Non-deed Restricted | | | | | | | | | | | |
| Above Moderate | | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 233 |
| Total RHNA by COG. Enter allocation number: | | | | | | | | | | | 8 | 497 |
| Total Units ▲ ▲ ▲ | | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
|--|--|---|---|--|
| <p>GOAL 1: Provide housing opportunities for all segments of the community</p> <p>POLICY 1.A: Ensure that there are sites available to accommodate the City's housing needs.</p> | <p>Program 1.A.1: Plan for the construction of new housing according to ABAG's Regional Share. Continue to plan for and facilitate private construction of 505 dwelling units with the allocation shown in Table 1.A and the 108-unit shortfall from the 4th cycle Housing Element. To provide for the development of the City's allocation of 505 dwelling units and the 108-unit shortfall from the 4th cycle Housing Element, the City will complete the following actions:</p> <ul style="list-style-type: none"> The City will rezone one site to Mixed Use [APNs 0032-081-310, -050, -060, -070, and -320 and 0032-082-140] and one site to High Density Residential [APNs 0032-411-070, -080, -090, -100, and -110] to accommodate the 108-unit unaccommodated need from the 4th cycle Housing Element and 204-unit shortfall. The sites will allow a minimum of 20 and up to 45 units per acre by right. The City will also amend its R-H zone to require a minimum density of 20 units per acre by right without discretionary review. The City will rezone one site to Mixed Use [APNs 0032-042-120, -130, and -640] and one site to High Density Residential [APNs 0032-281-060, -130, and -110] to accommodate the 204-unit shortfall for this cycle as part of the Downtown/Waterfront Specific Plan update process currently under way. To help facilitate the development of small lots, the City will offer a lot consolidation program that offers progressively higher densities/intensities (above 30 units per acre) as an incentive to consolidate lots listed in Tables 33 and 39. The City will annually meet with local developers to discuss development opportunities and | <p>Community Development Department</p> | <p>The rezoning of two sites [APNs 0032-081-310, -050, -060, -070, and -320, 0032-082-140, and 0032-411-070, -080, -090, -100, and -110] to accommodate the 4th cycle shortfall will be completed by January 31, 2016. The rezoning of two sites [APNs 0032-042-120, -130, and -640, and 0032-281-060, -130, and -110] to meet the 5th cycle shortfall will be completed by May 31, 2016.</p> | <p>Ongoing. Both the Zoning Ordinance and Downtown Waterfront Specific Plan are to be updated in 2016.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
|--------|--|--------------------------|-----------|-----------------|
| | <p>incentives for lot consolidation to accommodate affordable housing units. As developers/owners approach the City interested in lot consolidation for the development of affordable housing, the City will offer the following incentives on a project-by-project basis:</p> <ul style="list-style-type: none"> • Allow affordable projects to exceed the maximum height limits; • Decrease setbacks; and/or • Reduce parking requirements. • The City will also consider deferring fees (when financially feasible) and concurrent/fast tracking of project application reviews to developers who provide affordable housing. The City has identified two groups of small sites that are suitable for consolidation. • The City will also provide regulatory and financial incentives listed in Program 1.C.1. including but not limited to financial assistance (based on availability of federal, state, local, and private housing funds), expedited development review, streamlined development application processing, modification of development requirements such as reduced parking standards for seniors, assisted care, and special needs housing on a case-by-case basis, and other incentives to be determined. | | | |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
|---|---|---|---|---|
| <p>POLICY 1.A: Ensure that there are sites available to accommodate the City's housing needs.</p> | <p>Program 1.A.2: The City will continue to work with Caltrans to ensure the transfer of the property or air-rights of the Caltrans park and ride site (site 3) to the City, by completing the following actions:</p> <ul style="list-style-type: none"> • The City will send a formal letter following up on conversations to Caltrans stating their formal interest in the development of the site as part of satisfying the City's lower-income RHNA. • The City will meet and negotiate with Caltrans regarding the acquisition of the property. • The City will amend the Downtown Waterfront Specific Plan to rezone the site to Mixed-Use and allow for the development of residential uses above parking. | <p>Community Development Department</p> | <p>The City will send a formal letter of interest to Caltrans by July 2015 and will negotiate with Caltrans on the transfer of the property and amend the Downtown/ Waterfront Specific Plan by May 31, 2016 or Program 1.A.3 will take effect.</p> | <p>The City has prepared a letter and will be engaging the State of California in the short-term.</p> |
| <p>POLICY 1.A: Ensure that there are sites available to accommodate the City's housing needs.</p> | <p>Program 1.A.3: To ensure that adequate sites are available through the planning period to meet the City's Regional Housing Needs Allocation (RHNA), the City will continue to maintain an inventory of sites available and appropriate for residential development for households at all income levels. In keeping with state "no net loss" provisions (Government Code Section 65863), if development projects are approved at densities lower than anticipated in the sites inventory, the City will evaluate the availability of sites appropriate for lower-income housing and, if necessary, shall rezone sufficient sites to accommodate the RHNA.</p> | <p>Community Development Department</p> | <p>Ongoing, as projects are proposed.</p> | <p>This program is ongoing and the City expects the Zoning Ordinance and Downtown Waterfront Specific Plan to be updated in 2016.</p> |
| <p>POLICY 1.B: Encourage the construction of new housing units that offer a wide range of housing types to ensure that an adequate supply is</p> | <p>Program 1.B.1: As part of the process of assessing a proposed residential development, evaluate the potential to incorporate other uses within the project or in conjunction with the project, including but not limited to project-serving retail, job centers, or services such as child care.</p> | <p>Community Development Department</p> | <p>Ongoing</p> | <p>This program is ongoing.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>available to meet existing and future needs, and where appropriate, to encourage mixed-use development that brings housing together with retail opportunities, jobs, and services.</p> | | | | |
| <p>POLICY 1.C: The provision of a balanced inventory of housing in terms of unit type (e.g., single-family, multi-family), cost, and style will allow the City to fulfill a variety of housing needs.</p> | <p>PROGRAM 1.C.1: Annually review and update the City's inventory of properties that are suitable for redevelopment/reuse and continue to identify the potential number of additional dwelling units on such sites based on the age, condition, and density of existing land uses in relation to zoning or specific plan requirements. The City will continue to make the inventory available to interested residential developers via the City's website and through predevelopment meetings.</p> | <p>Community Development Department</p> | <p>Post the Housing Element on the City's website as soon as it is adopted (January 2015) and contact affordable housing developers annually to provide them with a list of vacant and underutilized sites for the development of affordable housing (also see Program 1.E.1).</p> | <p>The Housing Element has been posted on the website and the City will continue to engage affordable housing developers.</p> |
| <p>POLICY 1.C: The provision of a balanced inventory of housing in terms of unit type (e.g., single-family, multi-family), cost, and style will allow the City to fulfill a variety of</p> | <p>PROGRAM 1.C.2: Continue to provide regulatory and financial incentives to increase the probability that residences will be constructed in commercial zones, either as single-use projects or in mixed-use developments, particularly within the Downtown/Waterfront Specific Plan area. The City will offer the following regulatory and financial incentives including but not limited to assisting developers with securing additional financing (based on availability of federal, state, local, and private</p> | <p>Community Development Department</p> | <p>The City will continue to work with developers to provide regulatory incentives including fee deferrals and flexible development standards as projects are submitted to the</p> | <p>This program is on-going.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>housing needs.</p> | <p>housing funds), expedited development review, streamlined development application processing, modification of development requirements, such as reduced parking standards for seniors, assisted care, and special needs housing on a case-by-case basis, and other incentives to be determined.</p> | | <p>Community Development Department. The City will assist developers with securing additional financing as projects are submitted to the Community Development Department and funds are available.</p> | |
| <p>POLICY 1.D: Establish affordable housing goals for new development for the production of extremely low-, very low-, low-, moderate-, and above moderate-income housing in the city.</p> | <p>PROGRAM 1.D.1: Review and adopt, as appropriate a program requiring developers of residential development to either: (a) provide a percentage of their unit at a below-market rent or price; (b) pay a fee; or (c) propose alternative measure to meet their affordable housing requirements determined by an ordinance that will be drafted.</p> | <p>Community Development Department</p> | <p>The City will review and adopt, as appropriate an inclusionary housing ordinance within one year of adoption of Housing Element.</p> | <p>This program is on-going.</p> |
| <p>Policy 1.E: Apply for state, federal, and other programs for which the City would be the applicant, or a co-sponsor, and work with nonprofit and for-profit developers to make use of those programs directed to homebuilders.</p> | <p>PROGRAM 1.E.1: Provide financial incentives to make construction of affordable housing for extremely low-, very low-, low-, and moderate-income households economically feasible by applying for state and federal subsidies. The City will make use of all available programs for which it is eligible to apply and for which eligible projects have been identified. The City will assist nonprofit housing corporations and for-profit developers in applying for state and federal funds for eligible projects (i.e., HOME Program and Community Block Development Grants).</p> | <p>Community Development, Housing Authority</p> | <p>Apply for additional funding as Notices of Funding Available (NOFAs) are released by the state. The City will post the Housing Element on the City's website as soon as it is adopted and contact affordable housing developers annually to provide them with a list of vacant and</p> | <p>This program is on-going. The City will seek opportunities to apply for available funding.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Policy 1.E: Apply for state, federal, and other programs for which the City would be the applicant, or a co-sponsor, and work with nonprofit and for-profit developers to make use of those programs directed to homebuilders.</p> | <p>Program 1.E.2 Continue to seek interested nonprofit housing sponsors/developers to make use of available financing techniques for affordable housing projects for extremely low-, very low-, low-, and moderate-income households. The City will identify for-profit and nonprofit housing developers interested in developing affordable housing in Suisun City.</p> | <p>Community Development, Housing Authority</p> | <p>underutilized sites for the development of affordable housing (also see Program 1.C.1). Develop a list of for-profit and nonprofit housing developers by July 2015 and contact, annually or as funding for sites, potential projects, and funding is available.</p> | <p>This program has been completed.</p> |
| <p>Policy 1.E: Apply for state, federal, and other programs for which the City would be the applicant, or a co-sponsor, and work with nonprofit and for-profit developers to make use of those programs directed to homebuilders.</p> | <p>Program 1.E.3 Annually meet with representatives of Solano County, Vallejo, Fairfield, Vacaville, and/or other jurisdictions to determine interest in, and feasibility of, applying for a mortgage revenue bond or mortgage credit certificate allocation. The City will investigate at least one allocation and either issue bonds or mortgage credit certificates, depending on the financial feasibility of issuing bonds. If the use of the first allocation is successful, the City will apply for a second allocation. To implement this program, the City will:</p> <ul style="list-style-type: none"> • Reach an agreement on the City's financial participation if a bond or certificate issuance is determined to be feasible. • Promote the availability of the bond financing within the local development | <p>Community Development, Housing Authority</p> | <p>Annually meet representatives from the County and representatives from the other cities in the county to discuss interest in apply for mortgage revenues bonds or mortgage credit certificates. If feasible, apply for the first allocation in 2016. If the program is successful, the City will apply for the second allocation in 2017.</p> | <p>This program is ongoing.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Policy 1.F Continue to allow second units and other alternative types of housing.</p> | <p>community to generate interest in using this resource to develop affordable housing units meeting bond program requirements.</p> <ul style="list-style-type: none"> Refer interested developers to the administering agency for participation in the program. | | | |
| <p>Program 1.F.1 Continue to implement the second dwelling unit ordinance that follows the requirements of state law (Government Code Section 65852.1) in allowing second dwelling units on any residential lot subject to ministerial review (or Planning Commission review, as applicable). The second dwelling unit ordinance has the following requirements:</p> <ul style="list-style-type: none"> A second unit may be established on any residentially zoned parcel that permits single-family dwellings containing an existing single-family dwelling. An applicant must be both an owner and the current resident of the property for which a second unit is proposed. The second unit can either be attached to and designed to be located within the living area of the existing dwelling or detached from and no less than 10 feet from the existing single-family dwelling, and such unit shall be architecturally integrated into the existing building design. The proposed increase in gross floor area of an attached or detached second unit shall not exceed: <ol style="list-style-type: none"> Eight hundred (800) square feet for lots smaller than ten thousand (10,000) square feet in size. One thousand (1,000) square feet for lots equal to or larger than ten thousand (10,000) square feet in | <p>Community Development Department</p> | <p>The City will amend the Zoning Ordinance to include the state law language that was passed in 2005 which removes discretionary review by 2016.</p> | <p>This program will be satisfied by the revisions to the Zoning Ordinance in 2016.</p> | |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| | <ul style="list-style-type: none"> Detached second units shall be located no closer than 5 feet from any side or rear property lines. As part of any such building permit application, the applicant shall submit a copy of the deed to the property including a full and complete set of any conditions, covenants, and restrictions. | | | |
| <p>Policy 1.F Continue to allow second units and other alternative types of housing.</p> | <p>Program 1.F.2 Continue to allow construction of duplexes on corner lots and other flexible housing designs according to City design guidelines.</p> | Community Development Department | 2015–2023, as projects are received through the Community Development Department | This program is ongoing, but the City has not yet had an opportunity to implement. |
| <p>Policy 1.G Continue to implement design guidelines for new residential construction to ensure a maximum level of housing design quality.</p> | <p>Program 1.G.1 Evaluate development proposals based on development standards, the distinctiveness of design, and compatibility with existing residential development in the vicinity of the proposal. The City will evaluate the compatibility with the physical and environmental characteristics of the area in which a development proposal is to be located, and by using the specific plan and planned unit development processes, the City will encourage the distinctiveness of new residential neighborhoods.</p> | Community Development Department | 2015–2023, as projects are received through the Community Development Department | This program is ongoing. |
| <p>Policy 1.H Encourage the planned unit development (PUD) zoning in medium- and high-density residential zones.</p> | <p>Program 1.H.1 Continue to use PUD zoning to offer greater housing choice for residents and greater flexibility for developers than in conventional zone districts. The PUD zone enables developers to provide a great range of housing units that can accommodate a variety of needs.</p> | Community Development Department | 2015–2023. Consider using PUD zoning where appropriate and as projects are submitted to the Community Development Department. | The City has continued to emphasize the benefits of PUD zoning. |
| <p>Policy 1.I Evaluate the City's progress in achieving its</p> | <p>Program 1.I.1 As required by state law (Government Code Section 65400), annually review and evaluate the City's progress in meeting Housing Element</p> | Community Development Department | Submit annual reports starting April 2015, and | The City has continued to report annually on the Housing Element. |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Housing Element goals.</p> | <p>objectives and prepare a report to the City Council on annual achievements. The City will alter existing housing strategies or develop new strategies as needed to meet changing City needs. In addition, as required by state law, the City will forward its adopted Housing Element to local water and sewer providers.</p> | | <p>annually thereafter. The City will submit its adopted Housing Element to local water and sewer providers upon adoption of this Housing Element.</p> | |
| <p>Goal 2: Preserve the Stock of Existing Housing</p> | | | | |
| <p>Policy 2.A Preserve existing housing, in particular housing affordable to low- and moderate-income households.</p> | <p>Program 2.A.2 Assist nonprofit housing corporations seeking to acquire and maintain privately owned, government-subsidized housing developments that could convert to market-rate housing under state or federal loan agreements. Acquisition will be by negotiated sale. Note: At present, there are three "at-risk" assisted rental housing projects in Suisun City.</p> | <p>Community Development Department, Housing Authority</p> | <p>2015-2023</p> | <p>This program is ongoing.</p> |
| <p>24</p> | <p>The City will continue the following activities during the eight-year period of the Housing Element to maintain affordability of these units. The Community Development Department will implement these efforts. Funding sources to support the implementation of these efforts are specified where appropriate. The efforts listed below represent a varied strategy to mitigate potential loss of at-risk units due to conversion to market-rate units. These local efforts utilize existing City and local resources. They include efforts to secure additional resources from the public and private sectors should they become available.</p> <ul style="list-style-type: none"> • Administer an Acquisition and Rehabilitation Program to assist for-profit and nonprofit developers in acquiring and rehabilitating housing units that preserve affordability in rental projects that are at risk of converting to market rents. • Monitor owners of at-risk projects on an | | | |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| | <p>ongoing basis, at least every six months, in coordination with other public and private entities to determine their interest in selling, prepaying, terminating, or continuing participation in a subsidy program.</p> <ul style="list-style-type: none"> • Maintain and annually update the inventory of at-risk projects through the use of existing databases (e.g., HUD, HCD, and California Tax Credit Allocation Committee). • Take all necessary steps to ensure that a project remains in or is transferred to an organization capable of maintaining affordability restrictions for the life of the project, including proactively ensuring notices to qualified entities, coordinating an action plan with qualified entities upon notice, and assisting with financial resources or supporting funding applications. • Biannually coordinate with HUD to monitor projects approved to convert to ensure that any required assistance (or provide) to displaced tenants is carried out in a timely manner. Ensure projects are monitored to see if they are subject to other state or local requirements regarding the provision of assistance to displaced tenants. • Annually monitor local investment in projects that have been acquired by nonprofit or for-profit entities to ensure that properties are well managed and maintained and are being operated in accordance with the City's property rehabilitation standards. • Work with owners, tenants, and nonprofit organizations to assist in the nonprofit acquisition of at-risk projects to ensure long-term affordability of the | | | |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| | <p>development. Annually contact property owners, gauge interest and identify nonprofit partners, and pursue funding and preservation strategy on a project-by-project basis.</p> <ul style="list-style-type: none"> • Annually meet with stakeholders and housing interests to participate and support, through letters, meetings, and technical assistance, local legislators in federal, state, or local initiatives that address affordable housing preservation (e.g., support state or national legislation that addresses at-risk projects, support full funding of programs that provide resources for preservation activities). • Use available financial resources to restructure federally assisted preservation projects, where feasible, in order to preserve and/or extend affordability. • Annually identify funding sources for at-risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis. • Continue to assist owners or purchasers of existing Mortgage Revenue Bond (MRB) projects to refund their bonds in exchange for augmented and/or extended affordability controls. Annually contact property owners to gauge interest, provide list of resources available for refund, and negotiate terms on a project-by-project basis. | | | |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Policy 2.B Create additional affordable housing opportunities within the city's existing stock of housing.</p> | <p>Program 2.B.1 The Suisun City Housing Authority will continue to seek additional Section 8 vouchers for its very low-income residents to reduce the number of such households paying more than 30 percent of their incomes for housing expenses when funding for additional vouchers becomes available and the Authority is able to apply for such funding.</p> | <p>Housing Authority</p> | <p>2015-2023</p> | <p>This program is ongoing and Housing Authority will continue to seek additional vouchers.</p> |
| <p>Goal 3: Plan and encourage the development of housing to meet the housing needs of special population groups.</p> | | | | |
| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>Program 3.A.1 Amend the Zoning Ordinance to specifically allow employee housing for six or fewer residents as a permitted use in residential zoning districts, in compliance with Health and Safety Code Section 17021.5.</p> | <p>Community Development Department</p> | <p>December 2015</p> | <p>This program will be satisfied through the update of the Zoning Ordinance.</p> |
| <p>Policy 3.A Address the needs of population groups with special characteristics.</p> | <p>Program 3.A.2 Provide information on state and federal fair housing laws, and refer discrimination complaints to the Fair Employment and Housing Commission. The City will continue to make available, at City Hall and on the City's website,</p> | <p>Community Development Department</p> | <p>Referrals will occur on an as needed basis and information on the website will be ongoing.</p> | <p>This program has been satisfied and information posted on the City website.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>and distribute information on state and federal fair housing laws to rental property owners, lenders, and real estate agents in the city.</p> | | <p>Information will be distributed to rental property owners, lenders and real estate agents annually.</p> | |
| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>Program 3.A.3 Cooperate with nonprofit housing corporations and for-profit developers specializing in housing for adults 55 years of age and above to accommodate housing that meets the needs of this age group. This will include actions by both the Community Development Department and the Housing Authority. The City will undertake the following specific actions:</p> <ul style="list-style-type: none"> • Use density bonus and the Planned Unit Development (PUD) process to facilitate the development of housing for older adults at sufficient density to make such projects financially feasible. • Assist developers in locating suitable sites, depending on the type of housing proposed. Examples include rental apartments with common areas designed specifically for social events of interest to older adults, housing which includes common dining facilities and limited health care services, and | <p>Community Development Department, Housing Authority</p> | <p>Use density bonus and the Planned Unit Development (PUD) process to facilitate the development of housing for older adults, as projects are proposed. Assist developers in locating sites and converting or retrofitting existing residential buildings annually. Provide rehabilitation assistant to older, low-income homeowners annually. Assist in the funding of affordable housing</p> | <p>This program is ongoing and City will continue to seek opportunities.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including</p> | <p>congregate care housing with 24-hour full health care services.</p> <ul style="list-style-type: none"> • Provide assistance to older, low-income homeowners to rehabilitate their homes. • Assist developers interested in converting or retrofitting existing residential buildings to meet the needs of older adults. This could include technical assistance in applying for state and federal funding, local financial assistance and waiver of certain fees and/or development requirements to increase the financial feasibility of providing such housing. • Assist in the funding of affordable housing for older adults, including application for state and federal funds, and/or the issuance of tax-exempt bonds to provide low-cost financing. | | <p>for older adults annually or as projects are proposed.</p> | |
| <p>Policy 3.A.4 Cooperate with Travis Air Force Base officials to identify any unmet needs among military personnel for affordable housing in Suisun City.</p> | | <p>Community Development Department</p> | <p>Annually meet with representatives of Travis Air Force Base to determine whether unmet housing needs exist.</p> | <p>This program is ongoing and staff will meet with representatives of Travis Air Force Base.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| developmental disabilities. | | | | |
| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>Program 3.A.5 The City will encourage affordable rental housing developments for low- and moderate-income households to contain an appropriate percentage of three- and four-bedroom dwelling units. The City will undertake the following specific actions:</p> <ul style="list-style-type: none"> Assist developers in applying for available state and federal programs if available, to provide development subsidies (low-cost financing, land write-down, or other incentives)). Provide density bonuses for developers who include large family units in rental housing developments. | Community Development Department | 2015-2023 | This program is ongoing. |
| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military</p> | <p>Program 3.A.6 Continue to comply with Americans with Disabilities Act (ADA) requirements for accessibility and adaptability of new residential buildings to meet the needs of mobility-impaired persons.</p> | Community Development Department, Chief Building Official | 2015-2023 | This program is ongoing. |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>Program 3.A.7 Cooperate with, and provide assistance to, organizations seeking to develop or convert residential buildings for use as group homes for persons with disabilities that prevent them from using conventionally designed housing. The City will take the following specific actions:</p> <ul style="list-style-type: none"> • Assist in identifying sites; review planning and zoning documents for modifications that could increase the feasibility of such housing. • Assist developers in applying for available state and federal programs, if available, to provide development subsidies (low-cost financing, land write-down, or other incentives). | <p>Community Development Department</p> | <p>Identify locations within the city by December 2015 Apply for funding, as developments are proposed.</p> | <p>This program is ongoing, but City has not yet had a chance to implement program.</p> |
| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>Program 3.A.7 Cooperate with, and provide assistance to, organizations seeking to develop or convert residential buildings for use as group homes for persons with disabilities that prevent them from using conventionally designed housing. The City will take the following specific actions:</p> <ul style="list-style-type: none"> • Assist in identifying sites; review planning and zoning documents for modifications that could increase the feasibility of such housing. • Assist developers in applying for available state and federal programs, if available, to provide development subsidies (low-cost financing, land write-down, or other incentives). | <p>Community Development Department</p> | <p>Identify locations within the city by December 2015 Apply for funding, as developments are proposed.</p> | <p>This program is ongoing, but City has not yet had a chance to implement program.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Policy 3.A Address the needs of population groups with special characteristics. These groups include homeless individuals, minorities facing discrimination, female-headed households, older adults, military personnel and their families, large families, mobility-impaired individuals, and persons with disabilities, including developmental disabilities.</p> | <p>Program 3.A.8 Work with housing providers to address special housing needs for seniors, large families, female-headed households, single-parent households with children, persons with physical disabilities and developmental disabilities, farmworkers, and homeless individuals and families. The City may seek funding under the federal Housing Opportunities for Persons with AIDS program, California Child Care Facility Financing Program, and other state and federal programs designated specifically for special needs groups such as seniors, persons with physical and developmental disabilities, and persons at risk for homelessness.</p> | <p>Community Development Department</p> | <p>One time during the planning period or as appropriate development comes forth.</p> | <p>The City will continue to seek opportunities.</p> |
| <p>GOAL 4: Encourage energy conservation</p> | | | | |
| <p>Policy 4.A Encourage energy conservation in new development design and construction and in the rehabilitation of existing housing.</p> | <p>Program 4.A.1 Continue to check building plans for compliance with state energy conservation standards for new residential buildings.</p> | <p>Building Department</p> | <p>2015-2023</p> | <p>The City will continue to comply with applicable codes and regulations.</p> |

| Policy | Program | Responsible Agency/Dept. | Timeframe | Accomplishments |
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| <p>Policy 4.A Encourage energy conservation in new development design and construction and in the rehabilitation of existing housing.</p> | <p>Program 4.A.2 The state energy conservation requirements address energy conservation in the construction of dwelling units. Additional energy conservation can be obtained from development patterns that encourage conservation. The City will continue to implement design guidelines for site development that encourage energy conservation. These guidelines will address the use of landscaping to reduce energy use, the orientation and configuration of buildings on a site, and other site design factors affecting energy use and will become part of the City's overall development standards.</p> | <p>Community Development Department</p> | <p>2015-2023</p> | <p>This program is ongoing.</p> |
| <p>Policy 4.A Encourage energy conservation in new development design and construction and in the rehabilitation of existing housing.</p> | <p>Program 4.A.3 Substantial energy conservation and reduced utility payments can be realized from weatherizing and insulating older dwelling units. Many low-income homeowners, and owners of rental units whose occupants are low-income, lack the financial resources to undertake such home improvements. The City will continue to help low-income homeowners apply for assistance from other agencies to make energy conservation improvements. In addition, the City will conduct an outreach effort targeted toward lower-income households that includes website updates, flyers and pamphlets containing eligible energy conservation savings programs, participating agencies (i.e., PG&E), and contact information.</p> | <p>Community Development Department</p> | <p>January 2016</p> | <p>The City will continue to assist in facilitating this program.</p> |

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AGENDA TRANSMITTAL

MEETING DATE: April 5, 2016

CITY AGENDA ITEM: Council Adoption of Resolution No. 2016 - ____: Approving an Extension of the Approved Tentative Subdivision Map Application No. TSM07-02, for an 80-Unit Subdivision located at 4505 Olive Avenue.

FISCAL IMPACT: This project would be required to annex into Community Facilities District No. 2, which would generate \$798.25 per lot, which would amount to approximately \$63,860 annually to cover basic municipal service costs for such things as police and fire protection. In addition, a CFD tax zone would cover direct public costs for the maintenance of public landscaping and storm drainage improvements that would directly serve the project that do not exist yet.

BACKGROUND: On June 29, 2010, the City Council adopted Resolution No. 2010-58, which approved Tentative Subdivision Map Application No. TSM07-02 and Planned Unit Development No. PUD07-03 at 4505 Olive Avenue with Findings and Conditions of Approval (as well as a Planned Unit Development application) for an 80-unit Single-Family Residential Subdivision. This property is zoned Residential Medium-Density and is located to the east of Humphrey Drive and south of the planned realignment of Railroad Avenue. This project, commonly referred to as Olive Tree Ranch, was stalled by economic conditions, as well as the need for coordination with several of the adjacent landowners. The developer (Suisun Investments) has begun securing permits from other agencies including the State of California Fish and Wildlife Department. The developer has also begun satisfying mitigation requirements as set forth in the adopted environmental document.

Given the current conditions within the residential market, the applicant has requested an extension for the maximum time allowable under the Subdivision Map Act (through June 29, 2018). This would allow the developer more time to prepare a plan for building out the project as there are fairly significant infrastructure requirements of the project, including the realignment of Railroad Avenue.

STAFF REPORT: Since the approval of the project in 2010 (including Tentative Subdivision Map), there have been no changes to applicable land use documents that would contradict the approval of the project as the 2015 comprehensive update of the City's General Plan assumed the previously approved project would proceed and there were no new policies, goals, objectives or action items adopted which would prohibit the previously approved project from maintaining consistency with the updated General Plan. Additionally, there have been no changes in the character of the site, its surroundings or changes to community infrastructure or resources that would impact this project.

As authorized by the Subdivision Map Act, the entitled tentative subdivision map has a life of two years, which would have expired in June 29, 2012. Since that time, a number of legislative

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REVIEWED BY:

Jason Garben, Development Services Director

APPROVED BY:

Suzanne Bragdon, City Manager

bills were passed that automatically extends the life of the approved map. There are no new extensions for the project to rely on, so now the developer has requested a two-year extension which is allowed by the Suisun City Code, as long as an application to extend the map is submitted prior to the expiration date, which is the case here. According to Title 17 of the Suisun City Code and the Subdivision Map Act, a tentative map extension, if granted, would extend the tentative map approval for up to two years until June 29, 2018.

The City Council may extend the tentative map for any time period between 60 days and up to two years. Staff feels that a full two-year extension is warranted, as there is a great deal of planning and coordination with infrastructure and adjacent property owners that will take time to resolve. If the Council chooses to deny the extension request, the map would expire within 60 days. A denial would need to be supported by findings related to public health, welfare, and safety. Staff feels that such findings would be difficult to make given that the map was approved in 2010, and circumstances have not changed relating to consistency with the General Plan and infrastructure availability. If the tentative subdivision map expires, the applicant would need to start the development process over, adding money and time to a project that is marginally feasible in this market.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2016-___: Approving an Extension of the Approved Tentative Subdivision Map Application No. TSM07-02, for an 80-Unit Subdivision located at 4505 Olive Avenue.

ATTACHMENTS:

1. Resolution No. 2016-___: Approving an Extension of the Approved Tentative Subdivision Map Application No. TSM07-02, for an 80-Unit Subdivision located at 4505 Olive Avenue.
2. Letter from Developer, dated November 9, 2015.

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING AN EXTENSION OF THE APPROVED TENTATIVE SUBDIVISION MAP APPLICATION NO. TSM07-02, FOR AN 80 UNIT SUBDIVISION LOCATED AT 4505 OLIVE AVENUE

WHEREAS, on June 29, 2010 the City of Suisun City approved a tentative map for a 9.5 acre property located at 4505 Olive Avenue. The approved map subdivided the property into 80 residential lots; and

WHEREAS, Section 17.16.230 of the Suisun City Code establishes the life of approved tentative maps as 24 months; and

WHEREAS, through legislation such as AB 208 and AB 116, the California legislature granted automatic map extensions to qualifying tentative maps, resulting in an expiration date of June 29, 2016; and

WHEREAS, on February 5, 2016, the applicant requested a 24-month extension allowed by Suisun City Code Section 17.16.230; and

WHEREAS, the City Council may choose to grant an extension of time between 60 days and 24-months to the approved tentative map; and

WHEREAS, the previously approved tentative map is still valid and a 24-month extension can be granted; and

WHEREAS, the time extension is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b) (3) in that a mitigated negative declaration was approved in conjunction with the previously approved project, including the tentative map, and the act of granting a time extension would not result in any environmental impacts or physical effects on the environment; and

WHEREAS, the permitting of the project will be subject to all new codes in effect at the time of permit issuance, including new building codes and stormwater regulations; and

WHEREAS, the City Council finds there have been no changes to the provisions of the General Plan, any applicable specific plan or this land use code applicable to the project since the approval of the tentative map as the 2015 comprehensive update of the City's General Plan assumed the previously approved project would proceed and there were no new policies, goals, objectives or action items adopted which would prohibit the previously approved project from maintaining consistency with the updated General Plan, and;

WHEREAS, the City Council finds there have been no changes in the character of the site or its surroundings that affect how the policies of the General Plan or other standards of this land use code apply to the project; and

WHEREAS, the City Council finds there have been no changes to the capacities of community infrastructure or resources, including but not limited to, water supply, sewage treatment or disposal facilities, roads or schools so that there is no longer sufficient remaining capacity to serve the project as approved and conditioned.

WHEREAS, the City Council finds that the health, safety, and welfare of the citizens of the City of Suisun City will not likely be jeopardized by the granting of this extension.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City finds the above recitals to be true and correct, and hereby approves a twenty four (24) month extension to the tentative map for 4505 Olive Avenue, subject to compliance with all previously approved map (Exhibit A) and adopted Conditions of Approval (Exhibit B).

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on Tuesday, the 5th of April, 2016, by the following vote:

| | |
|-----------------|-----------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

WITNESS my hand and the seal of the City of Suisun City this 5th of April 2016.

Linda Hobson, CMC
City Clerk

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EXHIBIT B

**CONDITIONS OF APPROVAL –TENTATIVE SUBDIVISION MAP (TSM 07-02)
OLIVE TREE RANCH RESIDENTIAL DEVELOPMENT
APPROVED BY CITY COUNCIL**

DEVELOPMENT IMPACT FEES

DIF-1 Pursuant to the City of Suisun City Resolution No. 94-6 dated February 1, 1994, the project applicant or heirs shall pay fees as identified in the 1993 Update to Park Improvement Program and New Construction Fees and Off-Site Street Improvement Program dated December 30, 1993, or those fees in effect at the time of building permit issuance.

GENERAL

- G-1 The applicant or applicants successor in interest shall indemnify, defend and hold harmless the City of Suisun City it's agents, officers, and employees from any and all claims, actions or proceedings against the City of Suisun City, its agents, officers, and employees to attach, set aside, void or annul, any approval by the City of Suisun City and its advisory agency, appeal board, or legislative body concerning this application which action is brought within applicable statutes of limitations. The City of Suisun City shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the applicant or applicant's successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans, or other documents pertaining to this application.
- G-2 The applicant shall comply with all applicable Federal, State, and local codes including, but not limited to, the Uniform Building Code, Fire Code and County Health Department guidelines as interpreted by the County Health Inspectors.
- G-3 The provisions of the Mitigation Monitoring and Reporting Program as recommended by Planning Commission Resolution No. 2010-____ dated April 13, 2010 are incorporated as conditions of project approval.
- G- 4 The applicant or applicant's successor in interest shall fund and be responsible for the implementation of all conditions relating to the Suisun Station Housing Development including but not limited to the conditions established for the Tentative Subdivision Map and Preliminary Development Plan Approval, and the Mitigation Monitoring and Reporting Program.
- G-5 The applicant or applicant's successor in interest shall provide passive recreation opportunities within the central green space of the project. The design shall include a multi-level natural area of not less than 200 square feet, designed to provide gentle recreation for children ages 2-10. Elevation changes may be accomplished with a turf area graded in gentle steps, or with natural elements such as real or artificial stone or wood slabs arranged to form a climbing area. Total elevation change should be at least 24 inches. Plans for

this area shall be reviewed and approved by the Community Development Director.

- G-6 During construction of this project, a designated contact person with phone number shall be posted on the project site.
- G-7 Site will be cleared and graded as needed. These activities will coincide with the submitted Phasing Plan from the applicant.

COMMUNITY DEVELOPMENT DEPARTMENT

- CDD-1 The Community Development Director shall, in accordance with Section 18.63 of the Suisun City Municipal Code, review the Precise Development Plan for Planned Development Permit PUD07-03, Suisun Station Housing Development Plan and when appropriate shall notify the applicant in writing that the Precise Plan is in compliance with the approved Preliminary Development Plan. Should the Precise Plan not be in compliance with the approved Preliminary Development Plan, the Community Development Director shall schedule a hearing before the City Council for their review and approval.
- CDD-2 No chain link fencing shall be utilized within the project, unless specified in the Mitigated Negative Declaration as a mitigation measure.
- CDD-3 The Community Development Director may approve minor modifications to the project and implement the project and mitigation measures as deemed appropriate.
- CDD-4 Prior to final map, the applicant, or applicant's successor shall submit landscape plans to the Community Development Department which comply with Title 20, Water-Efficient Landscaping, of the City of Suisun City Municipal Code.

FIRE DEPARTMENT

- FD-1 Each unit must have fire sprinklers. This includes garage, attic, and concealed spaces. The system may be approved to run off the domestic water supply. If the domestic water supply is used the water meter must be rated to continuously support the fire sprinkler flow requirements. SID consultation and approval will be needed.
- FD-2 Fire hydrants will be located by the Fire Department for best access and water supply.
- FD-3 The eaves of each unit shall be boxed.
- FD-4 The outside materials shall be fire rated. Stucco or a fire rated hardy plank is recommended but other materials that have a high fire resistive rating may be considered, to the satisfaction of the Fire Department.
- FD-5 The roofs shall have a non-combustible covering.
- FD-6 Either a MAD or SID will be responsible for maintenance and testing of the public water system.
- FD-7 Prior to building permit issuance, applicant shall obtain approval from the Fire Department for a parking plan, including enforcement provisions, for all private roads, permanent or temporary, to be constructed as part of the project.

- FD-8 The Fire Department shall confirm that the area around the central open space area can accommodate the adequate load of an emergency response vehicle, as shown on the tentative map.

PUBLIC WORKS DEPARTMENT

- PW-1 All work performed shall conform to these conditions as well as all City ordinances, rules, standard specifications and details, design standards, and any special requirements imposed by the City Engineer. The Public Works Department will provide inspection to ensure conformance. Any deviation from the aforementioned documents shall require review and written approval by the City Engineer. Deviations or exceptions to the design requirements in the listed documents for private improvements must be identified in the PUD design guidelines, or submitted to the City Engineer for approval.
- PW-2 As a condition to Final Map approval, the applicant shall agree, with respect to all property covered by the Final Map, to either establish a community facilities district (CFD) or annex such property to an existing community facilities district, as deemed appropriate by the applicant and the City, for the purpose of financing the cost of providing the following public services to the property: police; fire; paramedical; maintenance of parks, parkways and open space (landscaping); and maintenance of storm drains and rock slope protection at outfalls. The rate and method of apportionment of special tax applicable to the property shall establish a special tax designed to offset public services per City Council Resolution 2005-70. The City shall not be obligated to issue certificates of occupancy with respect to the property until formation of the new community facilities district or annexation to an existing community facilities district is completed.
- PW-3 The Public Works Director may approve and/or negotiate minor changes or exceptions to Public Works Department conditions of approval.
- PW-4 The Improvement Plans shall include a General Note that: any revisions to the approved Improvement Plans and/or City Standards, including those due to field conditions, shall require review and written approval by the City Engineer. The Applicant shall have the revised plans prepared by the Project Professional Designer and shall have the revised plans submitted for review and approval by the City Engineer. Any revisions to the Improvement Plans resulting from these or other conditions contained herein shall be subject to written approval of the City Engineer.
- PW-5 When submitting Improvement Plans, the engineer's estimate of costs for the public improvements necessary to accommodate the project shall be included. This estimate shall show quantities as well as unit prices used to obtain the final cost of each item.
- PW-6 The Applicant shall pay all public works fees as established by the City Public Works Fee Schedule at the time of submittal of Improvement Plans. The Applicant shall also pay Suisun-Solano Water Authority (SSWA) plan check and inspection fees within 30 calendar days upon receipt of invoice from the Solano Irrigation District (SID). The invoice will be for actual expenses incurred by SID for providing plan checking and inspection services for the project. At the time of

- submittal of Improvement Plans, Applicant shall pay a deposit of \$1,000 to be applied towards SSWA fees.
- PW-7 The Applicant shall dedicate required street right-of-way by Final Map or approved instrument prior to start of construction.
- PW-8 The Applicant shall dedicate, as required, on-site easements for new utilities by means of Final Map or approved instrument prior to start of construction.
- PW-9 The Applicant shall dedicate ten-foot (10') minimum utility service easement, as required by the Public Works Director, for the entire public frontage of the proposed project along Railroad Avenue and Olive Road.
- PW-10 The Applicant shall dedicate five-foot (5') minimum utility service easements along on-site roadways.
- PW-11 If existing easements and utilities are located within the proposed lots, the utilities shall be relocated within the public streets or into appropriate easements, as required by the City Engineer.
- PW-12 The Applicant shall obtain all necessary permits from all applicable agencies prior to development.
- PW-13 All work within the public right-of-way, which is to be performed by the Applicant, the general contractor, and all subcontractors shall be included within a single City Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- PW-14 The Applicant shall prepare a notice, subject to the review by the City Engineer, that lists all construction mitigation requirements, permitted hours of construction, and identifies a contact person as well as the Applicant who will respond to complaints related to the proposed construction. The notice shall be mailed to property owners and residents within a 300-foot radius from the subject site at least ten (10) calendar days prior to the start of construction.
- PW-15 A sign shall be posted on the property in a manner consistent with the public hearing sign requirements, which shall identify the address and phone number of the Applicant and/or applicant for the purposes of responding to questions and complaints during the construction period. Said sign shall also indicate the hours of permissible construction work.
- PW-16 Any existing wells shall be abandoned per County of Solano Health Department standards prior to development of the property. Owner shall submit documentation to the Public Works Director that this condition has been satisfied prior to any construction on this project.
- PW-17 If any archaeological resources are found during the grading of the site or during performance of any work, work shall be halted, the City Engineer shall be notified and a certified archaeological firm shall be consulted for advice.
- PW-18 Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Improvements at driveways and corners are subject to the review and approval of the City Engineer.
- PW-19 Any relocation or modification of any existing facilities necessary to accommodate subject project shall be at the Applicant's expense. It shall be the

- responsibility of the Applicant to coordinate all necessary utility relocations with the appropriate utility company.
- PW-20 Any existing frontage, or street, improvements, which in the opinion of the City Engineer, are currently damaged or become damaged as a part of the work shall be removed and replaced as required to the current City Standards, or as directed.
- PW-21 Immediately after demolition (and during construction), a security fence, the height of which shall be the maximum permitted by the Zoning Ordinance, shall be maintained around the perimeter of the lot. The lot shall be kept clear of all trash, weeds, etc... throughout the construction activity.
- PW-22 Improvement Plans shall show the installation of and the Applicant shall install concrete curb, gutter, sidewalks, curb ramps and driveway improvements on all street frontages. The Typical Street Sections must include aggregate base material under all concrete and all asphalt improvements per City of Suisun City Standards. The driveways and curb ramps shall comply with the State and Federal American Disability Act (ADA) regulations.
- PW-23 The minimum longitudinal slopes of gutter flow lines shall be 0.004.
- PW-24 The Improvement Plans shall show the installation of and the Applicant shall install street signage and pavement markings and striping. All pavement markings and striping shall be thermoplastic or as required by City Engineer.
- PW-25 The Solano Irrigation District (SID) and the Fairfield-Suisun Sewer District may have separate comments and conditions which shall be resolved or met.
- PW-26 All water and sewer lines shall have a minimum of five feet horizontal clearance from a fence, wall, or other structure as determined by the Public Works Director. All relocated facilities shall meet state and local separation standards.
- PW-27 Direct tapping of City or SSWA water mains is not permitted. Applicant shall install the required fittings in the existing or new main lines to accommodate the proposed water system. No existing water mains shall be shut down without specific permission of the City Engineer and the Solano Irrigation District.
- PW-28 Storm drainage shall comply with Solano County Hydrology and Drainage Design as described in the City Standards. The Applicant shall provide a hydrology and hydraulic study for the project.
- PW-29 The Applicant shall obtain all necessary permits for storm water discharges.
- PW-30 Applicants whose projects disturb one or more acres of soil or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, shall obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (State Water Resources Control Board Construction General Permit, 2009-0009 DWQ). Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility.
- PW-31 The project shall use best management practices (BMPs) during construction to mitigate construction impacts and during post-construction to mitigate post-construction impacts to water quality.

- PW-32 The project shall comply with the requirements of the most current National Pollutant Discharge Elimination System (NPDES) permit issued to the Fairfield-Suisun Urban Runoff Management Program.
- PW-33 The applicant shall fill out completely and submit to the City the “New and Redevelopment Post Construction Stormwater Requirements Application”, attached to these conditions, no later than with development or grading plans.
- PW-34 The applicant shall include the design and implementation of stormwater treatment measures.
- PW-35 To limit pollutant generation, discharge and runoff to the maximum extent practicable, the project shall include stormwater pollution control measures listed within the document entitled “Storm Water Pollution Control Measures List”. This list is provided within Appendix B of the document entitled “Storm Water Requirements for Development Projects- Packet for Project Applicants”.
- PW-36 Stormwater pollution control measures shall be requested as a condition of the project. Sources of pollutants shall be identified and appropriate control measures shall be identified for each source. Storm water control measures shall be approved by City Engineer.
- PW-37 All stormwater treatment measures shall be adequately operated and maintained. To ensure operation and maintenance of stormwater treatment measures, the Applicant shall enter into a Stormwater Treatment Measures Maintenance Agreement with the City. A copy of agreement is included in the attached compact disk, “Fairfield-Suisun Urban Runoff Management Program - New and Redevelopment Stormwater Requirements, dated July 2006.”
- PW-38 Improvement Plans shall include an Erosion Control Plan or Storm Water Pollution Prevention Plan (SWPPP). No work shall be allowed without an approved and implemented Erosion Control Plan or SWPPP.
- PW-39 Improvement Plans shall include a Grading Plan prepared by a registered Civil Engineer and shall comply with the requirements of the soils report for the project and the City’s Grading Ordinance prior to approval by the City Engineer. To the extent possible, the Grading Plan shall follow natural contours and maintain any existing native trees. In addition, the Grading Plan shall be prepared to the satisfaction of the City Engineer, and is to reflect a positive drainage to existing drain inlets as well as to proposed drain inlet.
- PW-40 The project will incorporate site design measures for reducing water quality impacts of the project, in compliance with the Suisun City NPDES stormwater permit Provision C.3. requirements. Guidance on approved site design measures is available from the City. Final approval for site design measures must be obtained from the Suisun City Public Works Department.
- PW-41 Significant natural features and resources on site such as undisturbed forest area, setbacks, easements, trees, steep slopes, erosive soils, wetlands or riparian areas shall be identified within the area to be developed and protected during construction and during future use of the site.
- PW-42 Site layout shall conform to natural landforms on-site. Buildings shall be located to utilize natural drainage systems as much as possible and avoid unnecessary disturbance of vegetation and soils. Development on unstable or easily erodible soils shall be avoided due to their greater erosion potential.

- PW-43 The project shall provide grassy swales within new landscape areas where feasible.
- PW-44 Directly connected impervious surfaces shall be minimized. Runoff from impervious areas shall be channeled to pervious areas (e.g., park strips, vegetated planters) where possible prior to discharge to the storm drain.
- PW-45 Site permeability shall be maximized by reducing building footprints, minimizing impervious surfaces, and paving with permeable materials where feasible.
- PW-46 The project shall incorporate smaller lot sizes where feasible to reduce overall impervious surface coverage and provide more undisturbed open space, for protection of water resources.
- PW-47 The applicant shall minimize increases in stormwater flow and volume resulting from the development project to protect creeks and waterways from flooding and erosion impacts
- PW-48 The project shall utilize infiltration measures to reduce stormwater discharge to the greatest extent feasible.
- PW-49 Where feasible, parking lots and other impervious areas shall be designed to drain stormwater runoff to vegetated drainage swales, filter strips, and/or other treatment devices that can be integrated into required landscaping areas and traffic islands prior to discharge into storm drain systems.
- PW-50 The amount of impervious area associated with parking lots shall be minimized by providing compact car spaces, reducing stall dimensions, incorporating efficient parking lanes, and using permeable pavement in overflow parking areas where feasible.
- PW-51 Curb cuts (one every 10 feet), tire stops, or other means shall be provided to protect landscaped areas and allow maximum flow of stormwater into landscaped areas.
- PW-52 The use of permeable paving for parking and driveway surfaces is encouraged, to reduce runoff from the site. Such paving should meet Suisun City Fire Department requirements and be structurally appropriate for the location.
- PW-53 Where feasible, parking lots and other impervious areas shall be designed to drain stormwater runoff to vegetated drainage swales, filter strips, and/or other treatment devices that can be integrated into required landscaping areas and traffic islands prior to discharge into storm drain systems.
- PW-54 Dust control shall be in conformance with City Standards and Ordinances. Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions.
- PW-55 The maximum allowable slope in landscape areas shall be 3:1, or as approved by City Engineer. One-foot concrete mow strips shall be as required by the City Engineer. No adverse drainage runoff to adjacent property.
- PW-56 Unless otherwise approved by the City Engineer, all existing sidewalks shall be kept clear and passable during the grading and construction phase of the project.
- PW-57 The project shall install street lighting per City street lighting standards along the south side frontage of realigned Railroad Avenue and along the frontage of project site on Olive Road. The Applicant shall submit a photometric analysis to the City for review and approval.

- PW-58 The project shall install on-site street lighting and the Applicant shall submit a photometric analysis to the City for review and approval.
- PW-59 New City street lights shall not share electrical circuits with City of Fairfield or Solano County street lights.
- PW-60 The project shall provide for adequate onsite parking. In addition, project shall install “no parking” signs every 150 feet (maximum) along proposed Railroad Avenue. On-street parking will not be allowed without widening proposed Railroad Avenue.
- PW-61 On-site driveways/roadways shall be a minimum 3” asphalt concrete over a minimum 15” Class 2 aggregate base with road stabilization fabric. The Applicant shall provide a geotechnical report with a recommendation for the roadway structural section, and the geotechnical engineer may recommend a thicker section. On-site driveways and roadways shall be inspected by the Public Works Inspector during construction.
- PW-62 The project shall provide concrete pad of adequate size for the garbage and recycling containers behind side fence of each parcel.
- PW-64 Storm water runoff shall drain toward the streets and not onto the neighboring lot(s).
- PW-65 The Applicant shall designate a design professional as the main point of contact in submitting plans, reports and other documents to the City during the design and plan review phase. Submittals from any other person will not be accepted by the City.
- PW-66 The Applicant shall have a superintendent present at all times at the job site. Superintendent shall provide the quality control for the Applicant; respond to the City’s concerns; coordinate inspections with the City Inspector; make construction decisions on behalf of the Applicant; and coordinate work of the Applicant’s subcontractors.
- PW-67 The Applicant shall underground overhead lines within project site as well as along entire street frontages of the project site and improvements in City and County rights-of-way.
- PW-68 The project shall install an HOA-maintained wood fence within the westerly and southerly property lines.
- PW-69 Upon the approval of the Improvement Plans, the Applicant shall submit electronic AutoCAD files of the plans to the Public Works Department. Also, prior to the issuance of Certificate of Occupancy, the Applicant shall submit to the Public Works Department electronic AutoCAD files of the “as-built” Improvement Plans.
- PW-70 The Applicant shall acquire the necessary rights-of-way or secure easements for all improvements proposed outside Applicant’s property, excluding City right-of-way.
- PW -71 On-site storm drain and sanitary sewer facilities, including the storm drain facilities at the Humphrey Ditch by the southwest corner of the project limits, shall be private and maintained by the HOA. The point of transition of these facilities from private to public shall each be marked with the installation of a manhole at the property line.

- PW-72 On-site water facilities shall be public and shall comply with SID/SSWA Conditions of Approval, as well as SID/SSWA ordinances, rules, standard specifications and details, design standards, and any special requirements
- PW-73 The Applicant shall pursue and complete the project in a diligent manner according to the attached phasing plan sheets (10 phases total), titled Proposed Phasing Plans and dated March 11, 2009, as well as the attached phasing table (2 sheets total) dated April 9, 2010.

Humphrey Drive Extension and the Humphrey Ditch

- PW-74 The Applicant's fair share contribution of the future Humphrey Drive realignment, which ties Humphrey Drive to the future Railroad Avenue extension west of the Humphrey Ditch, is 24.9%. The Applicant shall pay the fair share portion of all costs for the future realignment of Humphrey Drive for the future Railroad Avenue. Future improvements shall include removal or abandonment of sewer, storm drain and water utilities; removal of existing curb, gutter, sidewalk and asphalt concrete roadway; and placement of compacted earth fill at 90% of maximum density. Future improvements shall also include extending existing curb, gutter, sidewalk and asphalt concrete roadway on existing Humphrey Drive to the intersection with proposed Railroad Avenue. The Applicant's contribution on said improvements is to be 24.9%.
- PW-75 The Applicant shall clean the Humphrey Ditch at the Applicant's expense, to the satisfaction of the Public Works Director, from the northerly limit near existing Railroad Avenue to the southerly limit of the project, or reimburse the City for said cleaning.
- PW-76 The proposed outfall into the Humphrey Ditch shall provide protection of the existing side slopes of Humphrey Ditch from erosion to the satisfaction of the City Engineer.
- PW-77 The Applicant shall contribute funds to construct a roadway crossing at the Humphrey Ditch. Contribution shall be 24.9% of the cost of entire crossing facility.

Railroad Avenue Realignment west of the Humphrey Ditch

- PW-78 The Applicant's fair share contribution of the future Railroad Avenue realignment west of the Humphrey Ditch is 24.9%.

Proposed Railroad Avenue Realignment fronting the Project

- PW-79 The Applicant shall construct the proposed realigned Railroad Avenue segment from Humphrey Ditch to Olive Road (to accommodate two-way traffic, a minimum paved roadway width of 24 feet), as well as all frontage improvements, including but not limited to, street lights, curb, gutter, sidewalk, parkways, and back-on landscaping and walls. The Applicant's fair share contribution on this segment is 50%.
- PW-80 The project frontage shall provide 6-foot wide sidewalk and 6.5-foot wide landscape strip along the south side of proposed Railroad Avenue.

- PW-81 The Applicant shall dedicate to the City 30-foot wide of right-of-way on the proposed realigned Railroad Avenue segment from the westerly most property line of APN 0038-222-060 to Olive Drive, which is half of the required 60 feet roadway right-of-way on this roadway segment. In addition, the Applicant shall dedicate within this segment a 10-foot wide public utility easement to the City.
- PW-82 The project shall provide emergency vehicle access from/to the development to/from the on-site oval open space area.
- PW-83 Prior to construction of Phase V, one of the following alternatives shall be implemented to provide additional access to the development:
- a.) Construction of the portion of the Railroad Avenue Realignment project, shown on Phase V of the Phasing Plan, has been completed.
 - b.) The property owner to the north of the project provides additional right-of-way and applicant constructs the southern one-half of Railroad Avenue shown on Phase V of the Phasing Plan including improvements shown on the tentative map, including curb and gutter, sidewalk, and landscaping.
 - c.) Applicant constructs a 24-foot wide paved private road along the north side of applicant's property, as shown in Phase V of the Phasing Plan, a portion of which will use the area designated for future curb and gutter, sidewalk, and landscaping, providing two lanes for access to the western portion of the site. Road maintenance of the private road shall be the responsibility of the HOA. At the time that the portion of the Railroad Avenue Realignment project, extending from the western property line of the project to Olive Avenue, is constructed, applicant shall remove and replace any private road not meeting City standards and in addition, shall construct improvements shown on the tentative map, including curb and gutter, sidewalk, and landscaping.
- PW-84 Prior to construction of Phase VIII, one of the following alternatives shall be implemented to provide additional access to the development:
- a.) Construction of the portion of the Railroad Avenue Realignment project, shown on Phase VIII of the Phasing Plan, has been completed.
 - b.) The property owner to the north of the project provides additional right-of-way and applicant constructs the southern one-half of Railroad Avenue shown on Phase VIII of the Phasing Plan including improvements shown on the tentative map, including curb and gutter, sidewalk, and landscaping.
 - c.) Applicant constructs a 24-foot wide paved private road along the north side of applicant's property, as shown in Phase VIII of the Phasing Plan, a portion of which will use the area designated for future curb and gutter, sidewalk, and landscaping, providing two lanes for access to the western portion of the site. Road maintenance of the private road shall be the responsibility of the HOA. At the time that the portion of the Railroad Avenue Realignment project, extending from the western property line of the project to Olive Avenue, is constructed, applicant shall remove and replace any private road not meeting City standards and in addition, shall construct improvements shown on the tentative map, including curb and gutter, sidewalk, and landscaping.

Olive Road north of Proposed Railroad Avenue

PW-85 The project shall widen Olive Avenue between proposed Railroad Avenue and East Tabor Avenue from a 20-foot roadway to a 24-foot paved roadway, plus aggregate base shoulders on each side. In addition, existing pavement base failures shall be repaired to the satisfaction of the City Engineer and the new roadway segment slurry sealed. Completion of the roadway widening, aggregate base shoulders, base failure repairs and slurry sealing shall be completed prior to a certificate of occupancy being issued for the first dwelling.

Olive Avenue along Easterly Frontage of the Project

PW-86 The Applicant shall improve Olive Avenue from the southerly limit of the project to the intersection with proposed Railroad Avenue. The improvements shall include 46-foot roadway surface that includes parking on the west side only of Olive Avenue, bike lanes in each direction and 12' travel lanes. The improvements shall also include monolithic curb, gutter and sidewalk on the west side of Olive Avenue. The curb, gutter and sidewalk on the west side of Olive shall be constructed to the end of the curb return on Railroad Avenue.

PW-87 The Applicant shall install a bulb-out on Olive Road at the southeast corner of Olive Road and realigned Railroad Avenue, and provide striping and signage for 8-foot wide vehicle parking on the west side of Olive Road along the project frontage south of said bulb-out

PW-88 Base failures on Olive Road along the entire project frontage shall be repaired to the satisfaction of the City Engineer and the roadway shall be slurry sealed the full width from proposed Railroad Avenue (including intersection) to southerly limit of project.

PW-89 The Applicant shall dedicate right-of-way along the entire project frontage on Olive Road to bring a total right-of-way equal to 35 feet to the west of the existing Olive Road centerline. The Applicant shall dedicate a 10-foot public service utility easement beginning at the face of curb. The Applicant shall also dedicate a 10-foot landscape easement beginning at the limit of the right-of-way.

Olive Avenue and East Tabor Avenue Intersection

PW-90 The Applicant shall contribute funds for the future installation of a traffic signal and all intersection improvements at the intersection of Olive Avenue and East Tabor Avenue. If required by the Union Pacific Railroad (UPRR), new traffic signal shall interconnect with UPRR grade crossing warning system on East Tabor Avenue. The Applicant's fair share contribution shall be 14.3%.

Cost Estimates

PW-91 Cost estimates for the purposes of determining the amount of monetary responsibility shall include costs for design, construction, right-of-way acquisition, contingency, contract administration and other costs associated with various improvements as determined by the City Engineer.

SOLANO IRRIGATION DISTRICT

- SID-1 SSWA, to the extent of existing records, will identify existing Authority facilities within the scope of the proposed project.
- SID-2 Any extension and/or connection to the existing stubs or water mains shall be in accordance with the SSWA Standard Specifications at the developer's expense. Note that a service lateral may not be located within a driveway approach.
- SID-3 All newly created parcels which are located within the Authority boundary shall have their own services. Water will not be provided until the service lines and appurtenances have been approved by the Authority. Therefore, we request that the Authority be given the opportunity to review and comment on the Tentative Subdivision Map.
- SID-4 All new and reconstructed Authority facilities shall conform to the Authority's Design and Construction Standards. Improvement plans showing existing and proposed water facilities shall be submitted for review and approval to the Authority through the City of Suisun City's normal review process.
- SID-5 Authority water facilities are typically located in the public rights-of-way and easements. Appropriate easements on private property for the operation and maintenance of water facilities and their appurtenances shall be conveyed to the Authority under a separate document to be referred to on the final map. Therefore we request that the Authority review all Final and/or Parcel Maps for project affecting its facilities.
- SID-6 The Authority, at the discretion of its Board of Directors, may elect to improve existing utilities to meet the needs of new development at the developer's cost. Facilities to be so replaced will be identified through the improvement plan process.
- SID-7 Per the SSWA Cross Connection Control Resolution No. 99-01, all types of commercial buildings and landscape irrigation services are required to include an approved backflow prevention assembly, at the developer's expense. The desired location, service size and flow-rate for the backflow prevention assembly must be submitted for approval.
- SID-8 At the time the Building Permit is issued, the developer will be required to pay the appropriate SSWA Connection Fee and Meter Installation Fee at the City of Suisun City. These fees are determined by the size of meter requested. All domestic water and irrigation services will be metered.
- SID-9 The SSWA Plan Review Fee applies and is due upon submittal of the maps and plans for review.
- SID-10 Electronic AutoCAD files scanned .tiff images at 300dpi (of all improvement plan sheets) showing "as built" conditions are required upon the completion of the project for electronic archiving.
- SID-11 A Protection of Facilities Agreement between the developer and SSWA will be needed before approval of improvement plans.

SOLANO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

SCEHD-1 Prior to the initiation of grading, the applicant shall obtain and submit to the City of Suisun City a sign-off letter from SCEHD clearing soil-testing conditions.

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Suisun Investments, LLC
401 Watt Ave # 3
Sacramento, CA. 95864
916-768-7718

John Kearns
Assistant Planner
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA. 94585

November 9, 2015

RE: Olive Tree Ranch; Tentative Subdivision Map No. TSM07-02 and Planned Unit Development No. PUD07-03 for a 80 Unit Subdivision located at 4500 Olive Avenue (APNs 0038-222-060, 0038-232-010 and 0038-232-020) .
Request for Tentative Map Extension

Dear John:

Following our recent conversation, this letter is to formally request an extension to the development rights associated with the Tentative Map approved for the Olive Tree Ranch Residential Development by the Suisun City Council by Resolution's # 2010-57; # 2010-58.

Given the current conditions within the residential market, we kindly request an extension for the maximum time allowable under the Subdivision Map Act.

Thank you for your help with this matter. Should you have any questions, I can be reached at the number above.

Sincerely,



Chris Sordi
Managing Member

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AGENDA TRANSMITTAL

MEETING DATE: April 5, 2016

CITY AGENDA ITEM: Council Adoption of Resolution No. 2016-___: Approving and Accepting the Transfer and Dedication of Property on Railroad Avenue (Portion of APN 0037-130-010).

FISCAL IMPACT: There would be no fiscal impact on the General Fund. This transaction is 100% funded through the Off-Site Street Improvement Program (OSSIP). A total of \$1,000 will be paid to Placer Title Company for acceptance of a portion of Mr. O'Brien's property along Railroad Avenue (APN 0037-130-010).

BACKGROUND: Railroad Avenue between Sunset Avenue and East Tabor Avenue is one of the older roadways in the City. At one time, this area was primarily an agricultural area and Railroad Avenue probably started as a simple country trail. Over time it developed into what is currently a significant part of the City's transportation infrastructure. As it developed, the ownership of the roadway transferred piece by piece from the original adjacent property owners to the City for right-of-way purposes. It was recently determined that there are properties where this routine transfer did not yet occur. Thus, a cleanup action is necessary. This item currently before Council will complete the process by approving and accepting the real property transferred from Mr. O'Brien.

STAFF REPORT: This proposed action is the transfer of property from Mr. O'Brien to the City of Suisun City for the property underlying Railroad Avenue. This will enable the City of Suisun City to maintain the roadway and the utilities under the roadway. The property in question is located along the northern edge of the parcel and is adjacent to the UPRR right of way. (Please see Exhibits A, B-1 and B-2 of Attachment 2.)

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2016-___: Approving and Accepting the Transfer and Dedication of Property on Railroad Avenue (Portion of APN 0037-130-010).

ATTACHMENTS:

1. Resolution No. 2016-___: Approving and Accepting the Transfer and Dedication of Property on Railroad Avenue (Portion of APN 0037-130-010).
2. Agreement for Transfer and Acceptance of Real Property and Joint Escrow Instructions.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Lee Braddock Evans, Associate Engineer/Project Manager
 Timothy J. McSorley, Building & Public Works Director
 Suzanne Bragdon, City Manager

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RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AND ACCEPTING THE TRANSFER AND DEDICATION OF PROPERTY
ON RAILROAD AVENUE (PORTION OF APN 0037-130-010)**

WHEREAS, Railroad Avenue between Sunset Avenue and East Tabor Avenue is one of the older roadways in the City of Suisun City (“City”) and is a significant segment of the City’s transportation infrastructure; and

WHEREAS, Railroad Avenue traverses a portion of private property (hereinafter referred to as “Property”), also known as Assessor’s Parcel Number (APN) 0037-130-010; and

WHEREAS, it is desirable and necessary for the City to acquire ownership of a portion of the Property which is owned by Mr. O’Brien (“Dedicator”) as described and depicted in the attached Exhibits A, B-1 and B-2; and

WHEREAS, the purpose of the acquisition is to facilitate ongoing maintenance of Railroad Avenue and the utilities under the roadway; and

WHEREAS, on April 5, 2016, the City Council unanimously authorized staff to proceed with the transfer of the Property to the City; and

WHEREAS, the City accepted from the Dedicator the transfer and dedication of Real Property and as indicated in the Joint Escrow Instructions (“Transfer Agreement”) for the Property; and

WHEREAS, the Dedication Agreement will be signed by Dedicator transferring to the City a strip of Real Property along the northern edge of the Property that is approximately eight hundred and eighty seven feet long and sixty feet wide as described and depicted in the attached Exhibits A, B-1, B-2; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City approves and accepts the transfer and dedication of a portion of the Property from the Dedicator; and authorizes the City Manager to execute the Agreement for Transfer and Acceptance of Real Property and Escrow Instructions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on Tuesday the 5th day of April 2016 by the following vote:

| | | |
|-----------------|-----------------|-------|
| AYES: | Councilmembers: | _____ |
| NOES: | Councilmembers: | _____ |
| ABSENT: | Councilmembers: | _____ |
| ABSTAIN: | Councilmembers: | _____ |

WITNESS my hand and the seal of said City this 5th day of April 2016.

Linda Hobson, CMC
City Clerk

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AGREEMENT FOR TRANSFER AND ACCEPTANCE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR TRANSFER AND ACCEPTANCE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made this ____ day of _____, 2016 ("**Agreement Date**") by and among the **CITY OF SUISUN CITY**, a California municipal corporation ("**City**"), **O'BRIEN AT SUISUN, LLC**, a limited liability company ("**Owner**") and Placer Title Company, a California corporation ("**Escrow Holder**").

RECITALS:

- A. Owner is the owner of that certain improved real property located along Railroad Avenue in the Suisun City, County of Solano, State of California (APN 0037-130-010) and legally described on attached Exhibit A ("**Owner's Property**").
- B. The City owns that certain public right of way commonly known as Railroad Avenue a portion of which crosses the easterly portion of Owner's Property.
- C. City is interested in acquiring that portion of Owner's Property which is crossed by Railroad Avenue as legally described on attached Exhibit B-1 and depicted on attached Exhibit B-2 ("**Property Strip**").
- D. The portion of Owner's Property remaining portion minus the Property Strip is hereinafter referred to as the **Remaining Property**".
- E. Owner has agreed to transfer the Property Strip to City without compensation pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. **TRANSFER OF PROPERTY STRIP.** Upon the terms and conditions set forth in this Agreement, Owner agrees transfer fee title of the Property Strip to City and City agrees to accept such transfer.
2. **OPENING OF ESCROW.** Within three (3) business days of execution of this Agreement, the parties shall open an escrow ("**Escrow**") with Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. In addition, City shall deliver to Escrow Holder the sum of One Thousand Dollars (\$1,000) as a good faith deposit for the payment of costs and fees as set forth in Section 10.4 ("**Escrow Deposit**"). Escrow shall be deemed open on the date that a fully executed copy of this Agreement and the Escrow Deposit are delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder's execution of this Agreement ("**Opening of Escrow**").
3. **NO CONSIDERATION.** Owner is transferring the Property Strip to City (i) without payment of any consideration by City, and (ii) City is not making any commitment of any kind to Owner as to the future development of the Remaining Property including, but not limited to, the waiver of any fees or other requirements.

4. ADDITIONAL FUNDS AND DOCUMENTS.

4.1. City. City agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, City will deposit or cause to be deposited with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including, without limitation:

- a. A Preliminary Change of Ownership Statement completed as required by Solano County.
- b. A Certificate of Acceptance executed by the City acknowledging its acceptance of the transfer of the Property Strip which shall be attached to the Grant Deed prior to recordation.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.2. Owner. Owner agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, Owner will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including, without limitation:

- a. A grant deed executed by Owner transferring title of the Property Strip to City ("**Grant Deed**") using the legal description attached as Exhibit B-1 ("**Legal Description**") and such other documents as reasonably required by Title Company (as defined in Section 6).
- b. A Non-Foreign Affidavit ("**Non-foreign Affidavit**").
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1. Closing Date. Unless otherwise extended in writing by the parties, Escrow shall close as soon as practicable within fifteen (15) days after City has delivered to Owner the Due Diligence Completion Notice (as defined in Section 7.1) ("**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the date that the Grant Deed is recorded by the Escrow Holder in the Official Records of Solano County in accordance with the terms of this Agreement.

5.2. Time is of Essence. City and Owner specifically understand that time is of the essence. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable.

5.3. Extensions. The City Manager or her designee, in her sole and exclusive discretion on behalf of City, shall have the authority to approve written requests for extending any deadline under this Agreement. All extension shall be in writing and signed by the City Manager or her designee.

6. TITLE POLICY; OWNER'S COVENANTS; POSSESSION.

6.1. Title Policy. Within ten (10) business days of Opening of Escrow, Placer Title Company ("**Title Company**") shall provide to City a current preliminary title report ("**PTR**") for Owner's Property together with copies of all exceptions and easements plotted. Upon receipt of the Legal Description, Title Company shall provide a pro forma policy for an ALTA (non-extended) owner's title insurance policy for the Legal Description in the amount of the fair market value (as provided by City to the Title Company prior to Closing) and showing only (i) non delinquent real property taxes, and (ii) exceptions as approved by City in writing ("**Pro forma**"). At Closing, Title Company shall issue to City the title policy consistent with the Pro forma ("**Title Policy**").

6.2. Owner's Covenants. Owner agrees to execute and/or obtain any documents with respect to the transfer of the Property Strip to City including (a) the release of any existing deeds of trust as reasonably required by the Title Company for the issuance of the Title Policy, and (b) any other documents reasonably required in order for the Title Company to issue the Title Policy.

6.3. Possession. Owner shall deliver possession of the Property Strip to the City on the Closing Date free of all tenancies, claims of ownership and any personal property.

7. DUE DILIGENCE; RIGHT OF ENTRY & REMEDIATION.

7.1. Due Diligence & Remediation. For a period of sixty (60) days following the Opening of Escrow ("**Due Diligence Period**"), City shall have the right to inspect, investigate and conduct studies on the Property Strip. Owner grants to City, its agents, contractors and employees a limited license to enter the Property Strip and portions of the Owner's Property immediately adjacent thereto for the purpose of (i) conducting such due diligence as reasonably required by City at City's sole cost and expense, and (ii) preparing a survey and legal description in accordance with Section 7.3. City shall notify Owner in writing on or before the expiration of the Due Diligence Period of City's approval or disapproval of the condition of the Property Strip. In the event that the due diligence by City results in detection of any environmental hazardous affecting the Property Strip, City shall notify Owner of same and provide a copy of any applicable report to Owner. City, in its discretion, may elect to remediate the Property Strip at City's sole cost and expense by written notice to Owner. If City elects to remediate, City shall promptly commence such work and diligently prosecute it to completion and Owner shall cooperate with such work. City shall notify Owner in writing when the work has been completed ("**Due Diligence Completion Notice**").

City has no obligation to remediate the Property Strip but, in the event that City does elect to remediate the Property Strip as specified above, City has no duty to remediate any other portion of Owner's Property.

7.2. Right to Enter. As a condition to City's entry and inspection as provided in this Section 7, City shall (i) not unreasonably interfere with the use of Owner's Property by Owner and its customers; and (ii) keep the Owner's Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1. Conditions to City's Obligations. The obligations of City under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by City of each of the conditions precedent set forth below. If any such condition is not satisfied or waived by City at or prior to the Close of Escrow for any reason other than a default by City, City may, in its sole

discretion and without limiting any of City's legal remedies or remedies under this Agreement, terminate this Agreement by written notice to Owner:

- a. Title Company will issue the Title Policy as required by Section 6.
- b. City has approved all Due Diligence matters on or before the Due Diligence Date.
- c. The Grant Deed is recorded.
- d. Owner is not in default under this Agreement.
- e. Escrow Holder holds and will deliver to City the instruments and funds, if any, accruing to City pursuant to this Agreement.

8.2. Conditions to Owner's Obligations. The obligations of Owner under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Owner of the following conditions precedent:

- a. The Grant Deed is recorded.
- b. City is not in default under this Agreement.
- c. Escrow Holder holds and will deliver to Owner the instruments and funds accruing to Owner pursuant to this Agreement.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS. Owner, to the best of Owner's knowledge, makes the following representations, warranties and covenants to City, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow with respect to the Owner's Property:

- a. Owner's Property does not violate any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.
- b. There are no pending or threatened lawsuits or claims which would affect the Owner's Property.
- c. There are no contracts, leases, claims or rights affecting the Owner's Property and no agreements entered into by or under Owner that shall survive the Close of Escrow.
- d. Until the Closing, Owner shall not do anything which would impair Owner's title to the Owner's Property and if Owner learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Owner shall immediately give written notice of such fact or condition to City.
- e. No construction or repair work has been done on the Owner's Property within the six (6) months prior to the Opening of Escrow.
- f. City has made no representation or warranty to Owner as to whether this transaction will cause any reassessment of the Remaining Property by the tax assessor.
- g. City has not made any representations, warranties or assurances regarding the development of the Remaining Property.

In addition to any other indemnification obligations set forth in this Agreement, Owner agrees to indemnify, defend with counsel selected by City, protect and hold harmless City, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property Strip or any indemnified party directly or indirectly arising from or attributable to any breach by Owner of any of its agreements, warranties or representations set forth in this Agreement. This provision together with Sections 10.7, 11 & 12 shall survive Close of Escrow.

10. ESCROW PROVISIONS.

10.1. Escrow Instructions. Sections 1 through 6, inclusive, 8, 10, and 12 shall constitute escrow instructions to Escrow Holder. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. City and Owner will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. City and Owner agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2. Miscellaneous. Escrow Holder shall deliver the Title Policy to the City and instruct the Solano County Recorder to mail the recorded Grant Deed to City at the address set forth below. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Solano County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions. Within three (3) days of Opening of Escrow, Escrow Holder shall provide the statement of information form to Owner who shall complete and return same to Escrow Holder within three (3) days of receipt.

10.3. Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Owner shall pay any delinquent real property taxes on Owner's Property through Escrow. City is a governmental agency not subject to payment of real property taxes.

10.4. Costs; Documentary Transfer Taxes; Closing Statement.

- a. Cost Allocation.** City shall pay all title, escrow and recording charges as well as the cost, if any, for drawing the Grant Deed. Owner shall only pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title of Owner's Property in the condition described in Section 6. City is responsible for the recordation of all documents, including but not limited to, the Grant Deed. However, being a public entity, City is exempt from recording charges and documentary transfer taxes.
- b. Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish the parties with a preliminary Escrow closing statement which shall include each party's respective shares of costs which shall be approved in writing by each party. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to both City and Owner.

10.5. Termination of Escrow. If Escrow fails to close as provided above, either party may elect to terminate this Agreement and the Escrow by delivering written notice to the other party and Escrow Holder. Upon such termination of this Agreement and the Escrow not as the result of the breach by either party, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same less payment of its cancellation fees.

10.6. Information Report. Escrow Holder shall file and City and Owner agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. City and Owner also agree that City and Owner, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither City nor Owner shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7. Brokerage Commission. City and Owner each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. City and Owner each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. NON COLLUSION. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Owner warrants and represents that Owner has not paid or given, and will not pay or give, to any third party including, but not limited to, City or any of its officials, officers, or employees, any money, consideration, or other thing of value as a result or consequence of obtaining this Agreement. Owner further warrants and represents that Owner has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of City, as a result or consequence of obtaining this Agreement. Owner is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Owner Initials

City Initials

12. MISCELLANEOUS.

12.1 Assignment. Neither City nor Owner may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed. Agreement will be binding upon and inure to the benefit of each of the parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

12.2 Notices. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

To Owner: O'Brien at Suisun, LLC
950 Tower Lane Suite 375
Foster City, CA 94404
Attn: Dennis O'Brien, Manager

To City: City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585
Attention: Assistant City Manager

With Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave.
Suite 1700
Irvine, CA 92612
Attention: Anne Nelson Lanphar, Esq.

12.3 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in Solano County shall be the sole venue and jurisdiction for the bringing of such action.

12.5 Legal Fees and Costs. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

12.6 Final Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

12.7 Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in

this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.8 Qualification; City. Each individual executing this Agreement on behalf of Owner represents, warrants and covenants to City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

12.9 Force Majeure. Each party's performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

12.10 Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and executed by both parties. A copy of any such modification or amendment shall be promptly provided to Escrow Holder.

12.11 No Waiver. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

12.12 No Third-Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

12.14 Exhibits. Exhibits A, B-1, and B-2 attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

REMINDER: City and Owner must also initial Section 11.

OWNER:

O'BRIEN AT SUISUN, LLC,
a California limited liability company

By: _____
Dennis O'Brien, Manager

CITY:

CITY OF SUISUN CITY,
a California municipal corporation

By: _____
Suzanne Bragdon, City Manager
_____, 2016

ESCROW HOLDER:

Accepted and agreed to:

PLACER TITLE COMPANY,
a California corporation

By: _____

Its: _____

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anne Nelson Lanphar
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTIONS OF OWNER'S PROPERTY

That certain real property in the State of California, County of Solano, City of Suisun City, as described as:

Real property in the unincorporated area of the County of Solano, State of California, described as follows:

Lots sixty-eight (68) and sixty-nine (69), as the same are shown on that certain Map entitled: "Map of Locke Paddon Colony No. 4", which Map was filed for record in the office of the County Recorder of Solano County, California, on October 11, 1912, in Book 4 of Maps, Page 13.

EXCEPTING THEREFROM:

The interest conveyed in the Deed to the County of Solano recorded February 10, 2000, Series No. 2000-11949, Official Records, described as follows:

Commencing at the southwest corner of said Lot 68, said corner being on the centerline of Blossom Avenue; thence South 88° 46' 00" East on the 'South line of said Lot 68 a distance of 6.099 meters to the West line of said Blossom Avenue and the point of beginning of this description; thence North 00° 00' 00" East on said West line 101.142 meters to the southerly line of Railroad Avenue, thence North 55° 01' 09" East on said southerly line, 2.790 meters; thence South 00° 00' 00" West, 102.791 meters to the South line of said Lot 68; thence North 88° 46' 00" West on said South line 2,287 meters to the point of beginning.

APN: 0037-130-010

EXHIBIT "B-1"

LEGAL DEPICTION OF PROPERTY STRIP

Portion of APN 037-130-010

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Lots 68 and 69 as shown on that certain map entitled "Locke-Paddon Colony No. 4" filed for record October 11, 1912 in Book 4 of Maps at Page 13 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the northwest corner of said Lot 68, said corner being further described as a point on the southeasterly line of the Southern Pacific Railroad Right of Way (100' wide) as shown on said map; thence along said right of way and the northwesterly line of said Lots 68 and 69, North 55° East, 887.40 feet to the northeast corner of said Lot 69; thence leaving said right of way, along the east line of said Lot 69, South 0° West, 73.33 feet to a point 60.00 feet southeasterly of, when measured at a right angle thereto, said railroad right of way; thence leaving said east line, lying 60.00 feet southeasterly of said railroad right of way and parallel therewith, South 55° West, 887.40 feet to a point on the west line of said Lot 68, said point being further described as a point on the centerline of Blossom Avenue (40' wide); thence along said west line and said centerline North 0° East, 73.33 feet to the Point of Beginning.

EXCEPTING THEREFROM, any portion of the above described lands lying within the boundary of that certain parcel described in Grant Deed to the County of Solano filed for record February 10, 2000 as Instrument Number 2000-11949 in said Recorder's office.

Containing 1.22 acres, more or less.

Bearings used in this description are based upon Book 4 of Maps, Page 13, S.C.R.

See Plat attached hereto and by reference made a part of this description.

EXHIBIT "B-2"

DEPICTION OF PROPERTY STRIP

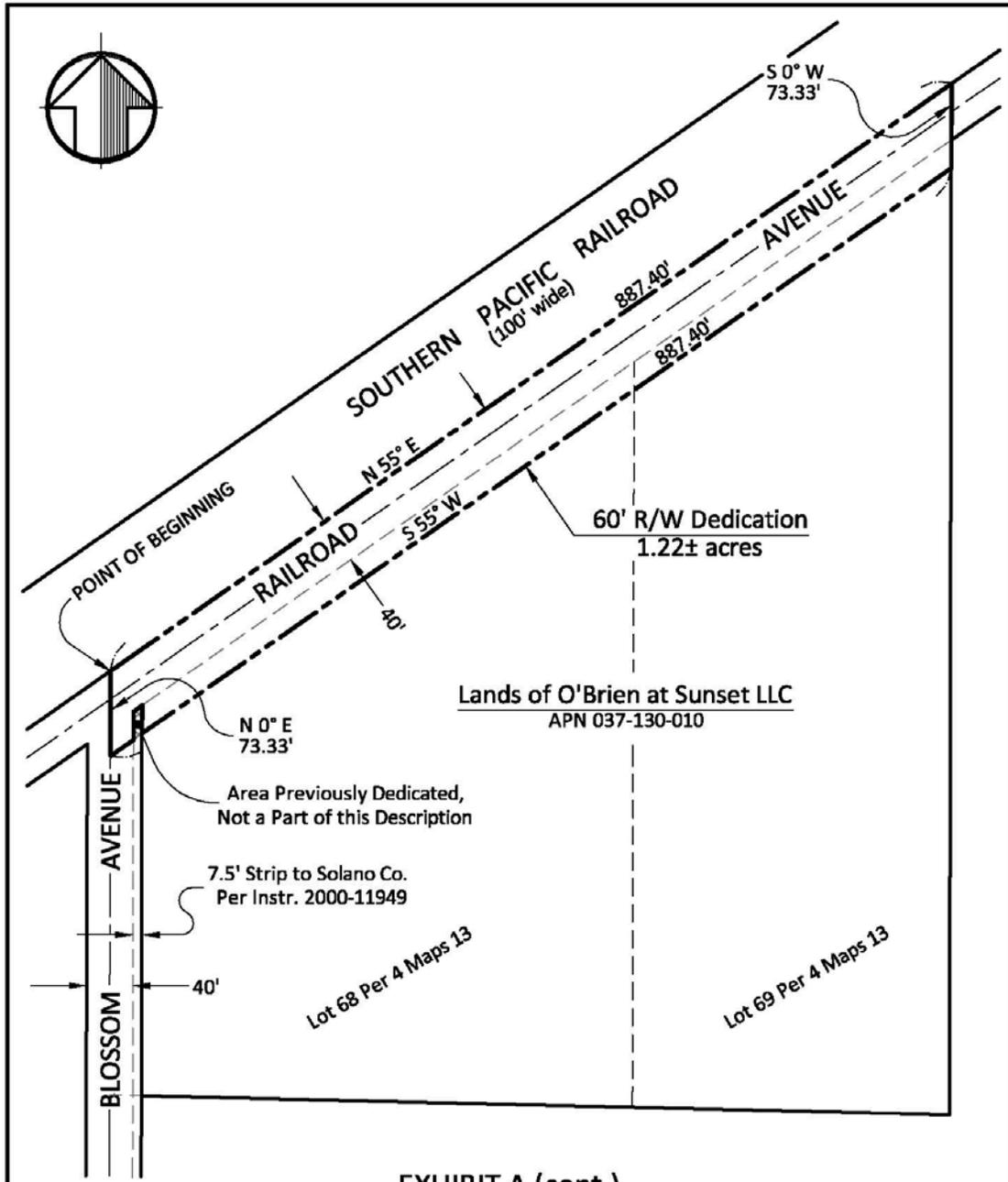


EXHIBIT A (cont.)

| | | | | |
|--|---|----------|-----------|---------|
|  Land Surveying • Mapping • Planning 1505 W. Texas Street PH (707) 425-6234 Fairfield, CA 94533 FAX (707) 425-1969 | PLAT TO ACCOMPANY LEGAL DESCRIPTION RAILROAD AVE. RIGHT OF WAY DEDICATION Portion of Lots 68 & 69, 4 Maps 13 City of Suisun City California | | Approved | |
| | Drawn | CMW | Scale | 1"=120' |
| | Date | May 2015 | Sheet No. | 2 |
| | Proj. No. | 513013.2 | of 2 | |

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**

TUESDAY, MARCH 22, 2016

5:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL

Mayor/Chair Sanchez called the meeting to order at 5:30 PM with the following Council / Board Members present: Day, Hudson, Segala, Wilson, and Sanchez.

PUBLIC COMMENT None

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Council Members / Board Members should be identified at this time.)

Mayor Sanchez announced he has a Conflict of Interest with Closed Session Item 2.

CLOSED SESSION

Pursuant to California Government Code section 54950 the City Council / Suisun City Council Acting as Successor Agency will hold a Closed Session for the purpose of:

City Council

Pursuant to California Government Code section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Name of Case: City of Suisun City v. State of California, Department of Finance, et al; Case #34-2013-00146458.
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8., the Suisun City Council will hold a Closed Session for the purpose of Conference with Real Property Negotiator.
Property Under Negotiation: Assessor’s Parcel Number 0173-390-160 and 0173-390-180.

Agency Negotiator: Suzanne Bragdon, City Manager; Jason Garben, Economic Development Director

Negotiating Parties: Harbor Park, LLC

Under Negotiations: Terms and payment.

Joint City Council / Suisun City Council Acting as Successor Agency

3. PERSONNEL MATTERS

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council / Successor Agency will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager/Executive Director.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

7:25 PM – Mayor Sanchez stated no decisions had been made in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 7:25 PM.

Linda Hobson, CMC
City Clerk

MINUTES

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL**

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY**

TUESDAY, MARCH 22, 2016

7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 740)

(Next City Council Res. No. 2 016 – 16)

Next Suisun City Council Acting as Successor Agency Res. No. SA2016 – 02)

(Next Housing Authority Res. No. HA2016 – 01)

ROLL CALL

Mayor Sanchez called the meeting to order at 7:26 PM with the following Council / Board Members present: Day, Hudson, Segala, Wilson, and Sanchez.

Pledge of Allegiance was led by Mayor Sanchez

Invocation was given by City Manager Bragdon

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

Dr. Ray Klein commented on the conversation on Nextdoor regarding the Crystal School site and what is planned for the property.

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers

Council Member Day recognized City Manager Suzanne Bragdon who was selected to serve as this year’s Honorary Chair for the luncheon celebrating Women’s History Month that was held in Suisun City.

Council Member Segala asked when Fairfield is going to maintain the Union Creek area and clean-up all the trees around our gateways. The growth is blocking the visibility of Suisun

City signage, or we need to relocate the sign that says City Hall and Police Department. Staff should look at the trees on the waterfront and report on potential costs in the next budget cycle for managing growth.

Council Member Hudson commented on the increasing number of shopping carts loose in various locations in the City, and reported he attended the Sewer Board Executive Committee meeting on March 21.

Mayor Sanchez reported attending the following meetings:

- March 2 - STA Arterials Committee meeting and Solano County Water Agency meeting.
- March 7 - appointed by Governor Brown as a Council Member of the State Council on Developmental Disabilities.
- March 10 - City-County Coordinating Council meeting.
- March 15 and 16 - Dynamic Aging Conference sponsored by the Senior Coalition of Solano County, City of Vacaville and County of Solano.
- March 21 - Local Agency Formation Commission meeting and STA for the announcement of the poster awards for the Safe Routes 2 School Program.
- March 23 - will attend the Suisun-Solano Water Authority Ad hoc committee meeting and the Mayors Committee Meeting.
- March 24 - will attend the Oversight Board meeting and the quarterly Travis Air Force Base Commanders briefing.

a. Women's History Month – (Mayor).

Council Member Wilson honored National Women's History Month and recognized the four women that have gone before and shaped precedence. Their service to the residents and the community has shaped who Suisun City is today. The women who served on the Suisun City Council were Clare Mcfall, Gertrude Lotz, Sharon Ventura and current Council Member Jane Day. Council Member Wilson presented a plaque honoring Council Member Jane Day recognizing her 30 years of elected public service to the City of Suisun City. Jane Day received a standing ovation from fellow Council Members and staff.

2. City Manager/Executive Director/Staff

a. Potential Conflict between the Suisun City Code relating to the Filling of Council Vacancies and Relevant State Statutes – (Bragdon).

Assistant City Manager Anderson gave a presentation on the process for filling vacancies either by appointment or by calling a special election at the next regularly established election date not less than 114 days from the date of calling the election. The municipal code refers to that period being 90 days and is not in conformance with state law but state law governs in this case. Council directed staff to bring back to council an ordinance amendment to follow state law.

PRESENTATIONS/APPOINTMENTS None
(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

3. Repair of Suisun Marina Fuel Line – (Lofthus).
 - a. Council Adoption of Resolution No. 2016-16: Adopting the 10th Amendment to the Annual Appropriation Resolution No. 2015-79 to Appropriate Funds for the Marina Fuel Repair Project.
 - b. Council Adoption of Resolution No. 2016-17: Approving the Marina Fuel System Repair Project and Authorizing the City Manager to Enter into an Agreement with Armour Petroleum Service & Equipment Corp., to Repair the Marina Fuel System.

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

4. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on March 1, 2016 and March 15, 2016 – (Hobson).

Joint City Council / Suisun City Council Acting as Successor Agency

5. Council/Agency approval of the February 2016 Payroll Warrants in the amount of \$381,365.16. Council/Agency Approval of the February 2016 Payable Warrants in the amount of \$1,523,510.44 – (Finance).

Council Member Segala requested Item 3 be pulled from Consent Calendar.

Council/Board Member Wilson moved and Council/Board Member Day seconded the motion to approve of Consent Calendar items 4 and 5. Motion carried by the following roll call vote:

AYES: Council/Board Members Day, Hudson, Segala, Wilson, Sanchez

Council/Board Member Segala moved and Council/Board Member Wilson seconded the motion to approve of Consent Calendar item 3. Motion carried by the following roll call vote:

AYES: Council / Board Members Day, Hudson, Segala, Wilson, Sanchez

GENERAL BUSINESSCity Council

6. Council Adoption of Resolution No. 2016-18: Approve Community Engagement and Empowerment Strategy and Authorize the City Manager to Execute a Professional Services Agreement with WBC – (Bragdon).

Council Member Wilson moved and Council Member Day seconded the motion to adopt Resolution 2016-18 to follow staff recommendation to adopt resolution which includes recommendation to develop an ad hoc to help with messaging and buy-in. Motion carried by the following roll call vote:

AYES: Council Members Day, Segala, Wilson

NOES: Council Members Hudson, Sanchez

PUBLIC HEARINGS None**ADJOURNMENT**

There being no further business, Mayor Sanchez adjourned the meeting at 9:02 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**

TUESDAY, MARCH 29, 2016

6:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL

Mayor/Chair Sanchez called the meeting to order at 6:00 PM with the following Council / Board Members present: Day, Hudson, Segala, Wilson, and Sanchez.

PUBLIC COMMENT None

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION None

(Any items on this agenda that might be a conflict of interest to any Council Members / Board Members should be identified at this time.)

CLOSED SESSION

Pursuant to California Government Code section 54950 the City Council / Suisun City Council Acting as Successor Agency will hold a Closed Session for the purpose of:

City Council

Pursuant to California Government Code section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of Case: City of Suisun City v. State of California, Department of Finance, et al; Case #34-2013-00146458.

Joint City Council / Suisun City Council Acting as Successor Agency

2. PERSONNEL MATTERS

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council / Successor Agency will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager/Executive Director.

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

Closed Session Item 2 - 7:55 PM – Mayor Sanchez stated the evaluation is complete and the Council unanimously voted there is no change in the current contract of City Manager/Economic Development Director.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 7:56 PM.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: April 5, 2016

AUTHORITY AGENDA ITEM: Housing Authority Adoption of Resolution No. HA 2016-__: Authorizing the Execution of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park, LLC for the Transfer of Approximately 8.29 Acres Located Adjacent to the Sunset Shopping Center East of Sunset Avenue, North of Highway 12 (Solano County Assessor’s Parcel Numbers 0173-390-160 and 180).

FISCAL IMPACT: The Housing Authority will receive \$900,000 in one-time revenue from the sale of the property less closing costs.

BACKGROUND: The Housing Authority owns a parcel of vacant land totaling approximately 8.29-acres along the northern line of Highway 12, east of Sunset Boulevard that is zoned for commercial development (the “Property”). The Property was acquired by the now dissolved redevelopment agency using low- / moderate-income housing funds, and was transferred to the Housing Authority pursuant to the dissolution law. The transfer to the Housing Authority has been reviewed and approved by the State Department of Finance.

Over the years, the Property has been both analyzed and zoned for additional retail development. In 2007, Truststreet Properties entered into an ENA with the former RDA, but was unsuccessful in attracting retail tenants to the portion of the site located directly to the north of the existing gas stations (primarily the area with no Highway 12 frontage). One of the primary interests at the time was to plan for the development of the Property in a cohesive manner and to not allow for “piecemeal” development of the site. Unfortunately, the previous owner of the Sunset Shopping Center (Weingarten Realty) had no interest in expanding center, or enhancing or altering the center for a potential expansion on the Property. Most recently, in April of 2015, the current owner of the Sunset Shopping Center (Hall Equities) entered into an ENA, and was also unsuccessful in attracting retail tenants. The ENA with Hall Equities was terminated in October 2015.

Subsequently, Harbor Park, LLC expressed an interest in the site, and a Due Diligence and Exclusive Negotiation Agreement was entered into in December 2015. Harbor Park, LLC is prepared to enter into an agreement to purchase the property from the Housing Authority for a mixed-use development concept.

STAFF REPORT: Staff has negotiated the following terms in an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park, LLC:

| | |
|-----------------------|---|
| Property Description: | 8.29 +/- Acres (Solano County Assessor’s Parcel Numbers 0173-390-160 and 0173-390-180). |
| Purchase Price: | \$900,000 (Determined by an appraisal prepared by Ron Garland, MAI). |
| Deposit: | \$25,000. |

PREPARED BY:
APPROVED BY:

Jason Garben, Development Services Director
Suzanne Bragdon, Executive Director

| | |
|--------------------------|---|
| Close of Escrow: | Anticipated not later than Early January 2017. |
| Options to Extend Close: | Three (3) separate successive options to extend the close of escrow by 30 days (cost of \$5,000 per extension, not applicable toward purchase price). |
| Property Condition: | As Is. |

Harbor Park has developed a conceptual development proposal for a mixed-use project on the site, and will be required to obtain all necessary approvals from the City of Suisun City in order to proceed with the development of the site.

RECOMMENDATION: It is recommended that the Housing Authority adopt Resolution No. HA 2016-__: Authorizing the Execution of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park, LLC for the Transfer of Approximately 8.29 Acres Located Adjacent to the Sunset Shopping Center East of Sunset Avenue, North of Highway 12 (Solano County Assessor's Parcel Numbers 0173-390-160 and 180).

ATTACHMENTS:

1. Location Map.
2. Resolution No. HA 2016-__: Authorizing the Execution of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park, LLC for the Transfer of Approximately 8.29 Acres Located Adjacent to the Sunset Shopping Center East of Sunset Avenue, North of Highway 12 (Solano County Assessor's Parcel Numbers 0173-390-160 and 180).
3. Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions.



Property outline for illustrative purposes only



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RESOLUTION HA NO. 2016-____

A RESOLUTION OF THE SUISUN CITY HOUSING AUTHORITY AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS WITH HARBOR PARK, LLC FOR THE TRANSFER OF APPROXIMATELY 8.29 ACRES LOCATED ADJACENT TO THE SUNSET SHOPPING CENTER EAST OF SUNSET AVENUE, NORTH OF HIGHWAY 12 (SOLANO COUNTY ASSESSOR'S PARCEL NUMBERS 0173-390-160 AND 180)

WHEREAS, the California State Legislature enacted Assembly Bill 1X26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, pursuant to Health and Safety Code Section 34173, the City Council of the City of Suisun City (the "City Council") declared that the City of Suisun City (the "City") would act as successor agency (the "Successor Agency") and the Suisun City Housing Authority (the "Housing Authority") would serve as the successor housing agency for the dissolved Redevelopment Agency of the City of Suisun City (the "Dissolved RDA") effective February 1, 2012; and

WHEREAS, pursuant to AB 1484 ("AB 1484"), enacted June 27, 2012, to amend various provisions of the Dissolution Act, the Successor Agency was declared to be a separate legal entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34176(b), the City Council, acting as Successor Agency, adopted Resolution No. SA 2012-03 determining that all assets, as allowed by law, and all rights, powers, liabilities, duties, and obligations associated with the housing activities of the former Agency be assigned to the Suisun City Housing Authority(the "Authority"); and

WHEREAS, Health and Safety Code Section 34181(c) provides that the Oversight Board direct the Successor Agency to transfer housing assets pursuant to Health and Safety Code Section 34176; and

WHEREAS, prior to and following enactment of the Dissolution Act, the former Redevelopment Agency transferred various assets supporting current and ongoing affordable housing programs to the Housing Authority; and

WHEREAS, pursuant to Health and Safety Code Section 34176(a)(2), the Suisun City Successor Agency prepared and submitted a Housing Asset Transfer Form to the State Department of Finance (the "DOF"); and

WHEREAS, the DOF did not object to any assets or transfers of assets identified on the Housing Asset Transfer Form as evidenced by correspondence dated September 5, 2012; and

WHEREAS, the Suisun City Housing Authority owns an 8.29-acre property (the "Property") zoned for commercial development located east of Sunset Boulevard, north of Highway 12 adjacent to the existing Sunset Shopping Center (Solano County Assessor's Parcel Numbers 0173-390-160 and 0173-390-180); and

WHEREAS, Harbor Park, LLC (the "Buyer") expressed an interest in developing the Property, and entered into a Due Diligence and Exclusive Negotiation Agreement dated December 10, 2015; and

WHEREAS, the Housing Authority and Buyer have negotiated terms of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (the "Agreement") associated with the Property; and

WHEREAS, the Housing Authority wishes to sell to Buyer and Buyer wishes to purchase from Housing Authority the Property subject to the terms and conditions of the Agreement; and

WHEREAS, a fair market value of \$900,000 was determined in an appraisal prepared by Ron Garland, MAI, which forms the basis for the purchase price provided in the Agreement; and

WHEREAS, the proceeds from the sale of the Property will be deposited with the Housing Authority; and

NOW, THEREFORE, BE IT RESOLVED that the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, in substantially the form attached hereto, and all of the terms and conditions therein are hereby approved, and the Executive Director is authorized to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Harbor Park, LLC; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to make necessary revisions to said Settlement Agreement which do not alter the business terms or intent of the agreement and take the necessary actions required on behalf of the Housing Authority with regard to the Agreement, including executing grant deeds and other documents necessary to carry out the sale of the Property to the Buyer.

PASSED AND ADOPTED at a regular meeting of the Suisun City Housing Authority on the 5th day of April, 2016 by the following vote:

| | | |
|-----------------|----------------|-------|
| AYES: | Commissioners: | _____ |
| NOES: | Commissioners: | _____ |
| ABSENT: | Commissioners: | _____ |
| ABSTAIN: | Commissioners: | _____ |

WITNESS my hand and the seal of said Authority this 5th day of April, 2016.

Linda Hobson, CMC
Clerk of the Board

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ___ day of _____, 2016 by and among the HARBOR PARK, LLC, a California limited liability company ("**Buyer**"), HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic ("**Seller**") and PLACER TITLE COMPANY, a California corporation ("**Escrow Holder**").

RECITALS:

A. Seller is the owner of that certain unimproved real property consisting of approximately 8.29 acres located east of Sunset Avenue and north of Highway 12 in the City of Suisun City, County of Solano, State of California (Assessor Parcel Nos. 0173-390-160 and 0173-390-180), more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein ("**Property**").

B. Buyer and Seller previously entered into that certain Due Diligence and Exclusive Negotiation Agreement dated December 10, 2015 ("**ENA**").

C. Pursuant to the ENA, Buyer has deposited the sum of Twenty-Five Thousand Dollars (\$25,000) with Seller ("**ENA Deposit**").

D. Although the ENA contemplated using a disposition and development agreement for the transfer of the Property, the parties have mutually elected to utilize this purchase and sale agreement prior to the expiration of the term of the ENA.

E. Seller now desires to sell and Buyer desires to buy the Property and to terminate the ENA upon the terms and conditions more particularly set forth herein.

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

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property upon the terms and conditions in this Agreement.

2. EFFECTIVE DATE; OPENING OF ESCROW.

2.1 Effective Date. This Agreement shall be deemed effective upon execution of the Agreement by Seller after approval by the Seller's Board as required by law ("**Effective Date**").

2.2 Opening of Escrow. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow (Escrow) with Placer Title Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Escrow Holder which Escrow Holder shall sign and accept and Seller shall concurrently deliver the ENA Deposit to Escrow Holder as specified in Section 3.2.a ("**Opening of Escrow**").

2.3 ENA Termination. As of the Effective Date, the ENA shall terminate except that indemnity obligations and the obligations to deliver copies of Reports (as defined in Section 3 of the ENA) shall survive termination.

3. PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Nine Hundred Thousand Dollars (\$900,000) ("**Purchase Price**").

3.2 Payment of Purchase Price.

- a. **Deposit.** Upon Opening of Escrow, Seller shall deliver the ENA Deposit to Escrow Holder which shall hereinafter be referred to as the "**Deposit**" and subject to the terms in Section 7.
- b. **Balance of Purchase Price.** Buyer shall deposit the balance of the Purchase Price with Escrow Holder in good funds at least one (1) business day prior to the Closing Date.

4. FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- i. Executed and recordable grant deed in the form reasonable satisfactory to Seller ("**Grant Deed**") and such other documents as reasonably required by Title Company.
- ii. A Non-Foreign Affidavit as required by federal law.
- iii. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- i. A Preliminary Change of Ownership Statement completed in the manner required in Solano County
- ii. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.3 Good Funds. All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

5. CLOSING DATE; EXTENSION OPTIONS; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close upon satisfaction of both Buyer's Conditions Precedent (as defined in Section 8.1) and Seller's Conditions Precedent (as defined in Section 8.2), but no later than nine (9) months after the Opening of Escrow ("**Closing Date**") unless the Closing is extended (i) as set forth in Section 5.2, or (ii) as evidenced by a writing executed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant

Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Solano County, California.

5.2 Options to Extend. Buyer has the right to extend the Closing Date for three (3) separate successive periods of thirty (30) days each provided that for **each** extension period: (i) Buyer is not in breach of this Agreement; and (ii) Buyer delivers written notice to Seller specifically stating that Buyer is exercising an extension option to extend which notice is delivered to Seller at least five (5) days prior to the then existing Closing Date together with a check payable to Seller in the sum of Five Thousand Dollars (\$5,000) ("**Option Extension Consideration**"). All Option Extension Consideration shall be non-refundable to Buyer as option consideration for each extension option period and shall not be applicable to the Purchase Price. The Option Extension Consideration shall be kept by Seller and not delivered to Escrow Holder. Upon exercise of an option to extend in accordance with the foregoing requirements, the parties shall execute any documents reasonably required by Escrow Holder to confirm the new Closing Date.

5.3 Possession. Upon the Close of Escrow, Seller shall deliver possession of the Property to Buyer.

5.4 Time is of Essence. Buyer and Seller specifically agree that time is of the essence under this Agreement.

5.5 Deadline Extensions. Seller's Executive Director or her designee (who has been designated in writing by the Executive Director) shall, in his sole and exclusive discretion, on behalf of Seller, have the authority to approve written requests for extending any deadline under this Agreement. All extension shall be in writing and signed by the Executive Director or his designee.

6. TITLE POLICY.

6.1 Approval of Title. Promptly following execution of this Agreement but, in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within thirty (30) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report except that Buyer may not disapprove any title exceptions caused by Buyer's entry onto the Property under the ENA or pursuant to Section 7.2 ("**Disapproved Exceptions**").

In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or

disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title Insurance ("**Title Policy**") insuring title to the Property vested in Buyer with coverage in the amount of the Purchase Price, containing no exception to such title which has not been approved or waived by Buyer in accordance with Section 6.1. The cost of the Title Policy to Buyer shall be paid by Seller but Buyer shall be obligated pay for any endorsements or an extended coverage policy.

7. DUE DILIGENCE.

7.1 Due Diligence. Pursuant to the ENA Seller has provided Buyer with any and all documents and information in Seller's possession and control concerning the Property including contracts, leases, and reports. Commencing with the Effective Date, Buyer shall have the right to obtain at its cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property, including Buyer securing financing and necessary entitlements for Buyer's proposed project.

7.2 Disapproval of Due Diligence Matters. No later than five (5) days prior to the date that is nine (9) months from the Opening of Escrow ("**Due Diligence Expiration Date**"), Buyer may, in its sole discretion, notify Seller in writing (with a copy to Escrow Holder) of (i) its disapproval of the due diligence matters (excluding title matters which are to be approved or disapproved pursuant to Section 6), and (ii) its election to terminate this Agreement and Escrow ("**Disapproval and Termination Notice**"). If Buyer sends the Disapproval and Termination Notice in the time and manner specified above, the parties shall execute any documents required by Escrow Holder and upon receipt of said documents executed by the parties, Escrow Holder shall return the Deposit (less any cancellation charges) to Buyer. If Buyer does not deliver the Disapproval and Termination Notice in the time and manner specified above, Buyer shall conclusively be deemed to have approved due diligence matters and Escrow Holder shall promptly deliver the Deposit to Seller which shall be retained by Seller as consideration for entering this Agreement and taking the Property off the market for a significant period of time; however, if this transaction is consummated, the Deposit shall be credited against the Purchase Price at Closing. Buyer covenants to execute and promptly deliver to Escrow Holder any documents it requires for the release of the Deposit to Seller. Buyer's failure to promptly execute and deliver such documents to Escrow Holder shall constitute a material breach of this Agreement.

7.3 Entitlements. Commencing with the Effective Date, Buyer covenants to promptly apply for all governmental permits and approvals for Buyer's proposed project and to diligently prosecute same including, but not limited to, providing prompt responses to requests and modifications, payment of all necessary fees, etc. ("**Entitlements**").

If Buyer does not secure the Entitlements by the Due Diligence Expiration Date, Buyer may, in its discretion, send the Disapproval and Termination Notice in which case this Agreement shall terminate and Buyer shall be entitled to the return of the Deposit as specified in Section 7.2. However, if Buyer has not sent the Disapproval and Termination prior to the Due Diligence Expiration Date, then the Deposit shall thereafter be automatically released by Escrow Holder to Seller to be retained by Seller as consideration for removing the Property from the market for a significant period of time. However, if the Closing occurs after the Due Diligence Expiration Date, the Deposit shall be credited against the Purchase Price. If Buyer exercises its right to terminate this Agreement due to the failure of the condition precedent in Section 8.1(ii), the Deposit shall be

retained by Seller as consideration for removing the Property from the market for a significant period.

7.4 Right to Enter the Property. Commencing with the Effective Date, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense.

Prior to entry onto the Property, Buyer shall (i) notify Seller the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of Seller to be present at Seller's election; (v) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vii) provide to Seller prior to initial entry a certificate of insurance evidencing that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured; (viii) return the Property to substantially its original condition following Buyer's entry; (ix) provide Seller copies of all studies, surveys, reports, investigations and other tests derived from any inspection but with the right of Seller to use the report without further consent from the issuer ("**Reports**"); and (x) to take the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.4 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.4 shall survive termination of this Agreement for any reason.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (i) Title Company will issue the Title Policy as specified in Section 6.2.
- (ii) Buyer has secured the Entitlements as specified in Section 7.3.
- (iii) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

- (iv) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (i) Buyer has delivered the balance of the Purchase Price to Escrow Holder.
- (ii) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (iii) Buyer is not in default of its obligations under this Agreement.

9. LIQUIDATED DAMAGES.

IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT OR THE ENA.

Seller's Initials

Buyer's Initials

10. CONDITION OF THE PROPERTY.

10.1 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and, except as specifically set forth in Section 11, Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.

10.2 Hazardous Materials. Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but in no event shall Buyer

look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer Initials _____

Seller Initials _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless Seller and each of the entities constituting Seller (collectively, the "**Indemnified Parties**") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising there from, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any

governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivative product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing

liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

11. REPRESENTATIONS AND WARRANTIES.

11.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property to the best of Seller's knowledge:

(a) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(b) Seller has not received any written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property.

(c) There are no easements or encroachments onto the Property by buildings or improvements on any adjoining property.

(d) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

11.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 10 shall survive the Closing and delivery of the Grant Deed for a period of one (1) year after the Closing.

11.3 Breach; Indemnification. If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to such breach.

12. ESCROW PROVISIONS.

12.1 Escrow Instructions. Sections 1 through 6, inclusive, 8, 12, 15 and 16 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow

Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

12.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Solano County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 15 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Solano County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

12.3 Proration of Real Property Taxes. As a public agency, Seller is not subject to real property taxes. According, Buyer shall take the Property subject to non-delinquent general and special real property taxes prorated to the Close of Escrow prorated on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

12.4 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay the costs for the Title Policy (non-extended ALTA owner's policy), any documentary transfer taxes and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer shall pay the cost of any additional endorsements to the Title Policy requested by Buyer, one-half (1/2) of the escrow fees and any applicable recording charges ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.
- b. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

12.5 Termination and Cancellation of Escrow. If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return (i) the funds in accordance with the foregoing provisions of this Agreement, and (ii) all documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

12.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal

Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

12.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

12.8 Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

13. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer after Close of Escrow. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

14. NON-COLLUSION. No official, officer, or employee of the Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, and Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Buyer's Initials: _____

15. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery which will be deemed

received the following day or by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

To Seller: Suisun City Successor Agency
701 E. Suisun City Street
Suisun City, CA 90745
Attention: Executive Director

With a Copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: Anthony Taylor, Esq.

To Buyer: Harbor Park LLC
8850 Bella Terra Place
Granite Bay, CA 957746
Attn: Mr. Camran Nojoomi

To Escrow Holder: Placer Title Company
1300 Oliver Road Suite 120
Fairfield, CA 94534
Attn: Laura Vierra, Escrow Officer

16. GENERAL PROVISIONS.

16.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

16.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

16.3 Interpretation; Governing Law; Venue. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. The venue for any dispute shall be Solano County.

16.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

16.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

16.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, D (including but not limited to the ENA) are merged herein and shall be of no further force or effect. Although this Agreement supersedes the ENA, Buyer's indemnity obligations shall continue in full force and effect.

16.8 Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

16.9 Qualification and Authority. Each individual executing this Agreement on behalf of Buyer represents, warrants and covenants to the Authority that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Buyer in accordance with authority granted under the organizational documents of such entity, and (b) Buyer is bound under the terms of this Agreement.

16.10 No Third Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

16.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

16.12 Exhibits. Exhibit A attached hereto and incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

NOTE: Each of Sections 9, 10.2 & 14 needs to be separately initialed by Buyer & Seller.

BUYER:

HARBOR PARK, LLC, a California limited liability company

By: _____
Camran Nojoomi,
Managing Member

ACCEPTED BY ESCROW HOLDER:

PLACER TITLE COMPANY,
a California corporation

By: _____
Laura Vierra, Escrow Officer

Dated: _____, 2016

SELLER:

HOUSING AUTHORITY OF SUISUN CITY,
a public body, corporate and politic

By: _____
Suzanne Bragdon, Executive Director
_____, 2016

ATTEST:

Linda Hobson, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, Authority Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The real property located in the City of Suisun City, County of Solano, State of California described as follows: