

CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

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, NOVEMBER 2, 2021

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 831 4468 9614

CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Council/Board Members

01107.0001/748302.1

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

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.)

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CLOSED SESSION

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

City Council**1. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2), (e)(1), a point has been reached where, in the opinion of the City Council on the advice of its City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

Suisun City Council Acting as Successor Agency**2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Pursuant to California Government Code Section 54956.8., the Suisun City Council Acting as Successor Agency to the Redevelopment Agency of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-042-300,360,440 through 610, and 680

Negotiating Party: City Manager

Parties Negotiating: Ashria LLC

Under Negotiations: Terms and payment

CONVENE OPEN SESSION

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

ADJOURNMENT

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- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of November 2, 2021 was posted and available for review, in compliance with the Brown Act.

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CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



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, NOVEMBER 2, 2021

6:30 P.M.

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

NOTICE

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(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 109)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 05)

(Next Housing Authority Res. No. HA2021 – 02)

DEPARTMENTS: AREA CODE (707)

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

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. City Manager/Executive Director/Staff

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

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

City Council

2. Council Consideration and possible action to adopt Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 2, 2021– (Folsom: gfolson@suisun.com).
3. Council Adoption of Resolution No. 2021-__: Approving the Purchase of a 2021 CAT 259 D3 Compact Track Loader Mower – (Vue: nvue@suisun.com).
4. Council Adoption of Resolution No. 2021-__: Authorizing the Chief of Police to execute a contract to receive and administer funding through the State of California, Office of Traffic Safety – (Roth: aroth@suisun.com).

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

5. 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 August 17, 2021, August 20, 2021, September 21, 2021, September 29, 2021, October 5, 2021 and October 19, 2021 - (Skinner: askinner@suisun.com).

PUBLIC COMMENTS

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PUBLIC HEARING**City Council**

6. PUBLIC HEARING (Continued from October 5, 2021)
Council Introduction and Waive Reading of Ordinance No. __: An Ordinance of the City Council of Suisun City Repealing and Replacing Chapter 2.28 (Volunteer Fire Department) of

Title 2 (Administration and Personnel) of the Suisun City Municipal Code with Chapter 2.28 (Fire Department) – (Folsom: gfolson@suisun.com).

7. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City of Suisun City, California, Repealing and Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act– (Vue nvue@suisun.com).

Housing Authority

8. PUBLIC HEARING

Housing Authority Board Adoption of Resolution No. HA 2021-____: A Resolution of the Housing Authority of the City of Suisun City for Approval of a Disposition and Development Agreement with Harbor Park LLC for Sale and Development of APN 0032-101-420 and 0032-102-160, in the City of Suisun City – (Kearns: jkearns@suisun.com).

GENERAL BUSINESS

City Council

9. Discussion and Direction Regarding pursuing the Clean California Program Grant to beautify State Route 12 and committing local fund to design the beautification project – (Vue: nvue@suisun.com).
10. Council Adoption of Resolution No. 2021-__: Authorizing the City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority and approving the Recommended One-way Fare Structure– (Folsom: gfolson@suisun.com).

REPORTS: (Informational items only)

11. Council Updates
- a. Council/Boardmembers
 - b. Mayor
12. Non-Discussion Items

ADJOURNMENT

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 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

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AGENDA TRANSMITTAL

MEETING DATE: November 2, 2021

CITY AGENDA ITEM: Consideration and possible action to adopt Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 2, 2021.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom's Executive Orders and recently from the enactment of Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The City, as all public agencies in California, must now invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

On October 19, 2021 the City of Suisun City passed a resolution proclaiming that a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 19, 2021 through November 18, 2021.

STAFF REPORT: This is a recurring resolution, after 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

PREPARED/APPROVED BY:

Greg Folsom, City Manager

- The state of emergency continues to impact the ability of the members to meet safely in person; or
- State or local officials continue to impose recommended measures to promote social distancing

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021- ____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through December 2, 2021.

ATTACHMENTS:

1. Resolution 2021-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through December 2, 2021.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE TRANSITION TO USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY CITY'S THE LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, THROUGH DECEMBER 2, 2021

WHEREAS, the City Council of the City of Suisun City is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-40, ratifying the Director of Emergency Services' declaration of local emergency; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

1 **WHEREAS**, the Council hereby finds that such emergency conditions now exist in
2 the City, such that meeting in person for the meetings of the legislative bodies of the City
3 would present imminent risk to the health and safety of attendees as a result of the increased
4 risk of the spread of the COVID-19 virus among those in attendance; and

5 **WHEREAS**, the Council hereby finds that the state of emergency due to the COVID-
6 19 virus and the conditions related thereto has caused, and will continue to cause, conditions
7 of extreme peril to the safety of persons within the City that are likely to be beyond the
8 control of services, personnel, equipment, and facilities of the City, and thereby affirms,
9 authorizes, and proclaims that the existence of a local emergency persists throughout the City,
10 and ratifies the proclamation of state of emergency by the Governor of the State of California;
11 and

12 **WHEREAS**, the Council hereby finds that, as a consequence of the existing local
13 emergency, the legislative bodies of the City shall conduct their meetings without compliance
14 with Government Code section 54953(b)(3), and shall instead comply with the remote
15 teleconference meeting requirements as authorized by Government Code section 54953(e) *et*
16 *seq.*; and

17 **WHEREAS**, the Council affirms that it will allow for observation and participation by
18 Councilmembers and the public by allowing limited in-person attendance, as well as allowing
19 public participation and comment in real time via Zoom or by telephone, in an effort to
20 protect the constitutional and statutory rights of all attendees.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
22 **FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

23 Section 1. The Recitals set forth above are true and correct and are incorporated herein
24 Resolution by reference.

25 Section 2. The Council hereby recognizes and affirms the existence and conditions of
26 a state of emergency as proclaimed by the Governor, the existence of emergency conditions in
27 the City, and affirms, authorizes, and proclaims that the existence of a local emergency
28 persists throughout the City.

29 Section 3. The Council hereby ratifies the Governor of the State of California's
30 Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

31 Section 4. Further, the Council finds that holding the meetings of the City's legislative
32 bodies in person with no limitations to attendance would present imminent risk to the health
33 and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus
34 among those in attendance, as required by Government Code section 54953(e) *et seq.*

35 Section 5. The City Manager and legislative bodies of the City are hereby authorized
36 and directed to take all actions necessary to carry out the intent and purpose of this Resolution
37 including, conducting open and public meetings in accordance with Government Code section
38 54953(e) and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 2, 2021, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on November 2, 2021, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 2nd day of November 2021.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: November 2, 2021

CITY AGENDA ITEM: Adoption of Council Resolution No. 2021-__: Approving the Purchase of a 2021 CAT 259 D3 Compact Track Loader Mower.

FISCAL IMPACT: There is no impact to the General Fund from the purchase of this piece of equipment. The total purchase price for the requested 2021 CAT 259 D3 Compact Track Loader Mower (unit) would not exceed \$88,000. Fund 706, the Vehicle and Equipment Replacement Fund, has adequate funds to cover the purchase of this unit. This purchase was planned for by staff in the equipment account of the department budget for the current fiscal year.

The 2021 CAT 259 D3 Compact Track Loader Mower would be purchased through Sourcewell (formally NJPA) a National Intergovernmental Purchasing Alliance (IPA) Company vendor. Sourcewell requires a membership to purchase items at their pricing. The City is a member and can take advantage of Sourcewell's lowest price on vehicles and equipment as they handle gathering competitive bids for vehicles and equipment on their end.

STRATEGIC PLAN IMPACT: Ensure Public Safety, Provide Good Governance, and Enhance Environment.

BACKGROUND: Public Works Maintenance is currently utilizing a rented track loader to perform the required annual maintenance, primarily abatement of overgrown vegetation, within the City's many drainage channels (canals). Annual abatement is required to help keep the drainage channels open to handle the runoff from the rainy season. This work is reviewed by the Army Corps of Engineers and guidelines for maintenance are issued by the Department of Fish & Wildlife. Regular annual maintenance in the canals helps to prevent flooding and minimizes fire hazards behind the residential properties that line most areas of the City's drainage canal system. The track loader is generally rented for three (3) weeks per year and an average annual rental cost of approximately \$12,800.

STAFF REPORT: The requested CAT 259 D3 Compact Track Loader Mower (unit) is a very versatile piece of equipment. It is a heavy-duty unit with a number of important features. It can mow at an angle (along the sides of the canals), and can mow high weeds that grow in empty fields and are often found around homeless encampments. High weeds around homeless encampments present a fire danger. This unit also has "tracks" on the wheels which means it can access hard to reach locations where normal wheeled machinery is likely to sink. Having this new piece of equipment on hand will ensure that the Department does not have to wait for a track loader to be available for rental each year. There is a limited window within which the Department is allowed access to the canals for annual maintenance. This is dictated per the City's agreement for maintenance of the drainage channels/canals with the Department of Fish & Wildlife. Additionally, the new unit can be used to perform weed abatement on other City

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst
 Nouae Vue, Public Works Director
 Greg Folsom, City Manager

owned/maintained properties. It can also be used to spread the needed additional sand in the sand volleyball court located in McCoy Park. Our existing equipment cannot safely perform this task.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021-__: Approving the Purchase of a 2021 CAT 259 D3 Compact Track Loader Mower.

ATTACHMENTS:

1. Resolution No. 2021-__: Approving the Purchase of a 2021 CAT 259 D3 Compact Track Loader Mower.
2. Quote for 2021 CAT 259 D3 Compact Track Load Mower.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE PURCHASE OF A 2021 CAT 259 DC3 COMPACT TRACK
LOADER MOWER**

WHEREAS, the Public Works Maintenance Division must rent a compact track loader each year to perform required annual maintenance tasks; and

WHEREAS, the purchase of the 2021 CAT 259 DC3 Compact Track Loader Mower will allow the Maintenance Division to accomplish all required tasks in an expeditious manner with no delays due to the equipment not being available; and

WHEREAS, staff has obtained a quote through Sourcewell (formerly NJPA), a National Government Purchasing Alliance (IPA) Company vendor. Sourcewell requires a membership and the City is a member in good standing. Sourcewell gathers competitive bids for vehicles and equipment which can then be utilized by governmental agencies; and

WHEREAS, the Suisun City Council recognizes the substantial benefits of acquiring such equipment will provide to the City of Suisun City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby authorize the City Manager, or his designee, to execute the Purchase Agreement to acquire a 2021 CAT 259 DC3 Compact Track Loader Mower from Sourcewell.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of November 2021, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 2nd day of November 2021.

Anita Skinner
City Clerk

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Attachment 2: Quote for 2021 CAT 259 D3 Compact Track Load Mower.



September 9,
2021

CITY OF SUISUN CITY
Account # 5536000
701 CIVIC CENTER BLVD
SUISUN, California 94585
Attention: JIM HERROD

New Caterpillar Model: 259D3 HF Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: M23066 SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
512-4259	259D3 COMPACT TRACK LOADER	345-5148	COUNTERWEIGHT, MACHINE, EXTERNAL
588-9122	CAB PACKAGE, ULTRA	348-9634	TRACK, RUBBER, 400MM (15.7IN) BLCK
560-7824	BATTERY, HD, DISCONNECT, 850 CCA	279-5373	BUCKET-GP, 74", BOCE
539-8616	DOOR, CAB, POLYCARBONATE	264-9400	BRUSHCUTTER, BR118

WARRANTY INFORMATION

Standard Warranty: 24 months / 2,000 hours
Extended Warranty: 259-48 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH
CSA Dry Parts Kit - 36 MO/1500 HR

SELL PRICE	\$98,005.95
EXT WARRANTY	Included
SOURCEWELL CONTRACT #032119-CAT DISCOUNT	(\$15,856.70)
ADDITIONAL HOLT OF CA DISCOUNT	(\$1,000.00)
NET BALANCE DUE	\$81,149.25
SALES TAX (8.375%)	\$6,796.25
CSA	Included
AFTER TAX BALANCE	\$87,945.50

F.O.B/TERMS: EMD - PLEASANT GROVE 7518

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date, _____
(Please Print)

Signature _____

Sincerely,
Collin Turk
Territory Manager
Holt of California
cturk@holtca.com
9163359357

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AGENDA TRANSMITTAL**MEETING DATE:** November 2, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Authorizing the Chief of Police to execute a contract to receive and administer funding through the State of California, Office of Traffic Safety.

FISCAL IMPACT: The Police Department has previously identified a need to migrate all report writing to a singular report writing system. The Police Department sought and was approved for a Traffic Records Improvement Grant in the amount of \$13,500. The overall fiscal impact to the City is \$800 annually for the increased support and upgrade contract.

STRATEGIC PLAN: Ensure Public Safety

BACKGROUND:. The City invested in the Sunridge RIMS Computer Aided Dispatch and Records Management Software, which has become the primary computer software for the Police Department. Officers can enter crime reports, vehicles, addresses, hazards and other data when contacting the community and investigating crimes. However, officers currently use a different software for traffic collision reporting. This system requires officers to physically be in the police station to use this system. The separation between the crime reporting software and the traffic collision software has caused inefficiencies, delays and frustration by the end users.

STAFF REPORT: The Suisun City Police Department is seeking approval by the City Council to authorize the Chief of Police to execute a contract to receive and administer funding through the State of California, Office of Traffic Safety. This grant will fund a link between our crime reporting software and the collision investigation software.

The implementation of this link will allow officers in the field to write crime and traffic collision reports in the field. The link will also allow for the use of a singular report writing solution for all police generated reports. This singular point of data entry will increase efficiency in querying crime and collision data from the same system. Lastly, the link will allow traffic collision data to

flow to the Solano Transportation Authority in the same way it has been done historically. The initial link between the systems is estimated to cost \$13,125.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2021-_: Authorizing the Chief of Police to execute a contract to receive and administer funding through the State of California, Office of Traffic Safety in the amount of \$13,500 to enhance our traffic collision reporting procedures.

PREPARED BY:

Daniel Healy, Police Commander

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution No. 2021-_: Authorizing the Chief of Police to execute a contract to receive and administer funding through the State of California, Office of Traffic Safety.
2. OTS-Traffic Records Improvement Project TR22011 Technology Grant. (Not included in packet)
3. Crossroads RIMS Interface Proposal.
4. Sunridge RIMS Crossroads Interface Proposal.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A CONTRACT TO
RECEIVE AND ADMINISTER FUNDING THROUGH THE STATE OF
CALIFORNIA OFFICE OF TRAFFIC SAFETY**

WHEREAS, the City of Suisun City Police Department applied for and was approved for a Traffic Records Improvement Project through the Office Of Traffic Safety in the amount of \$13,500 for a link between the report writing system and the historic traffic collision reporting system; and

WHEREAS, the Office Of Traffic Safety, Traffic Records Improvement Project will increase traffic collision reporting efficiency through the reduction of data entry redundancies; and

WHEREAS, the Office Of Traffic Safety, Traffic Records Improvement Project will allow officers to utilize one system for crime reports and collision reports, which will allow them to spend more time in the field writing traffic collision reports; and

WHEREAS, the Office Of Traffic Safety, Traffic Records Improvement Project will allow continued traffic collision data capture, while forwarding the collision data to the Solano Transportation Authority; and

WHEREAS, the Office Of Traffic Safety, Traffic Records Improvement Project will allow involved parties and City staff to have access to traffic collision data in a more efficient and effective manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Police Chief to execute those documents necessary to receive funding through the State of California, Office of Traffic Safety and further authorizes the Police Chief to administer said program.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of November 2021, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 2nd day of November 2021.

Anita Skinner
City Clerk

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Cost Proposal

For:

Suisun Police Department

Crossroads Software

210 W. Birch Street, Suite 207

Brea, CA 92821

Number: CP 21-95

<i>Item No</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Price</i>	<i>Taxable</i>	<i>Amount</i>
1	Interface to Output Records to RMS System	1	\$6,900.00	No	\$6,900.00
2	Agency Discount (Legacy User)	1	(\$1,000.00)	No	(\$1,000.00)
					<hr/>
				<i>Sub Total</i>	<u>\$5,900.00</u>
<i>Sales Tax</i>				8.375% on	
				<i>\$0.00</i>	<u>\$0.00</u>
				<i>Total</i>	<u>\$5,900.00</u>

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To: Amber Kent, Suisun City Police Department
From: Tamera Melrose
Subject: Quotation for RIMS Software
Date: August 13, 2021

The following is a quotation for RIMS software based upon your recent request.

Item	Price
RIMS to Crossroads Export Link	\$5,500
Installation Completed via Remote Access and Phone	\$900
First Year Support and Updates	\$825
TOTAL	\$7,225

This quotation is for RIMS software only and does not include any hardware or third-party software that may be required to support this interface. You are encouraged to contact your Crossroads vendor to determine any costs that may be associated with providing their portion of the interface.

This quotation is valid for 90 days and may change thereafter. If you have any questions, please call me at 800-474- 2565. Thank you for your continued interest in RIMS.

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MINUTES

**SPECIAL 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, AUGUST 17, 2021
5:00 P.M.**

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 957 5545 5936

CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Mayor Wilson called the meeting to order at 5:02pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day

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.)

PUBLIC COMMENT NONE

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council/Suisun City Council Acting as Successor Agency/Housing Authority.

will hold a Closed Session for the purpose of:

City Council

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

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

2. PERSONNEL MATTERS

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council/Successor Agency/Housing Authority will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Attorney.

Council entered into closed session at 5:06 pm.

CONVENE OPEN SESSION

There were no announcements from the Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:36 pm.

Anita Skinner, City Clerk



CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

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, AUGUST 17, 2021
6:30 P.M.**

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

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BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 787)

(Next City Council Res. No. 2021 – 78)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 02)

(Next Housing Authority Res. No. HA2021 – 02)

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:45 pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams, Wilson

ABSENT: None

Pledge of Allegiance was led by Vice Mayor Hernandez.

Invocation was given by City Manager Greg Folsom.

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. City Manager/Executive Director/Staff

Mr. Folsom thanked everyone for coming out to the National Night Out at Hall Park

- Grand Openings of the Holiday Inn, Stiizy and Beyond Tea.
- Donuts/Baskin Robbin will have a soft opening on Wednesday which will be drive-through only at this time.
- Selected Century Communities as the qualified successor developer for the Old Crystal Middle School site
- RFP for the Successor Agency properties is open. Accepting proposals for downtown properties the Agency owns.
- EPIC Committee met last night and their recommendations will go to the ARPA Ad Hoc Committee.
- Possible PSPS event in Solano County due to Red Flag Warnings. Current map does not include Suisun City.

Mayor Wilson confirmed the Dunkin Donuts soft opening and added there would be a grand opening for Loan Depot in the Wiseman Building on Friday, September 9th at 4pm.

Mayor Wilson commented that Major Bob was disappointed that he could not be at National Night Out but was looking forward to hosting again next year. He attended his first EPIC Committee meeting as a member.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

2. Mayoral Appointment of Planning Commissioners – (Wilson: lwilson@suisun.com). Mayor Wilson explained she would be making one appointment this evening to the Planning Commission.

Mayor Wilson moved to appoint Albert Enault to the Planning Commissions seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

3. City Council Appointments to the Community Advisory Committees – (Wilson: lwilson@suisun.com).

Council Member Hudson moved to appointment Tom Alder to the Public Safety Committee and seconded by Council Member Day. Motion failed by the following vote:

AYES: Day, Hudson

NOES: Hernandez, Williams, Wilson

CONSENT CALENDAR

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

City Council

4. Council Adoption of Resolution No. 2021-78: Approving a Good Neighbor Policy for Entitlements and Development Projects – (Kearns: jkearns@suisun.com).
5. Council Adoption of Resolution No. 2021-79: Amending the Management Analyst Classification to Create a Management Analyst I/II Flexibly Staffed Classification Series - (Penland: cpenland@suisun.com).
6. Council Adoption of Resolution No. 2021-80: Abolishing the Administrative Assistant I and Administrative Assistant II Classifications and Establishing the Administrative Assistant I/II Flexibly Staffed Classification Series – (Penland: cpenland@suisun.com).
7. Council Adoption of Resolutions Approving Labor Memorandum of Understandings – (Penland: cpenland@suisun.com).
 - a. Council Resolution No. 2021-81: Approving the Memorandums of Understanding for Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - b. Council Resolution No. 2021-82: Approving the Memorandum of Understanding for Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - c. Council Resolution No. 2021-83: Approving the Memorandum of Understanding for Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Administer it on Behalf of the City.
 - d. Council Resolution No. 2021-84: Approving the Amended City of Suisun City Salary Schedule.
8. Council Adoption of Resolution No. 2021-85: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from First 5 Solano's Annual Grant Program – (Lofthus: klofthus@suisun.com).
9. Council Adoption of Resolution No. 2021-86: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide City Engineer Services – (Lozano: nlozano@suisun.com).

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

10. Council/Agency/Authority Accept the Investment Report for the Quarter Ending June 30, 2021 – (Deol: Ideol@suisun.com).
11. 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 May 18, 2021, May 25, 2021, June 1, 2021, June 8, 2021 and June 22, 2021 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

12. Council/Agency Approval of June 2021 Payroll Warrants in the Amount of \$418,994.06, and Council/Agency Approval of the June 2021 Accounts Payable Warrants in the Amount of \$906,958.01 – (Finance).
13. Council/Agency Approval of July 2021 Payroll Warrants in the Amount of \$695,491.31 and Council/Agency Approval of the July 2021 Accounts Payable Warrants in the Amount of \$2,975,783.68 – (Finance).

Council Member Hudson pulled Item #4 and Council Member Day pulled Items # 9, 12 & 13.

Motion by Council Member Williams to approve Items 5 through 8 and Items 10 and 11. Seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

ITEM #4

Council Member Hudson commented he felt there was ambiguity in document and concerned there will not be a presentation.

Council Member Williams clarified a strikeout in the document.

Vice Mayor Hernandez commented on several grammar points in the document.

Motion by Council Member Williams to adopt Resolution No. 2021-78 with minor grammar edits and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Hernandez, Williams, Wilson

NOES: Day, Hudson

ITEM #9

Council Member Day concerned contract amount was high. Mr. Folsom commented that the Engineering firm was working on various projects and will be completely reimbursed by the developer with the exception of a very small percentage.

Motion by Council Member Williams to adopt Resolution No. 2021-86 and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

ITEM #12

Council Member Day did not have any questions on either Item 12 or 13.

Motion by Council Member Day to approve June, 2021 Payroll and Accounts Payable Warrants and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

ITEM #13

Motion by Council Member Williams to approve July, 2021 Payroll and Accounts Payable Warrants and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS

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Michelle Chavez commented that she looks forward to the City endeavors to do cleanups and hopes to continue to be able to propose positive changes that the City can engage in to make it cleaner and more beautiful.

George commented that he was pleased to see the grand openings happening. His concerns are homeless encampments that can be seen from the upper floors of either hotel if looking towards the lighthouse and doesn't feel safe walking the waterfront. Benches and sidewalks along the waterfront are filthy. There are two dumping along Cordelia Road and Webster Street.

George Guynn voiced concerns that there were 447 pages to this agenda packet and feels there could be a better way to accomplish business with lesser items; a homeless tent next to the water tank coming into old town and concerns about water getting contaminated; car parked in front of fire hydrant but can't remember exact street.

Clerk read email comment from Yvonne Antoine saying thank you for some of the cleanups, on Railroad cutting down some of the overgrown weeds, it looks a lot better.

PUBLIC HEARING

14. Council Introduction and Waive Reading of Ordinance No. 787: An Ordinance of the City Council of the City of Suisun City, California, Adding Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code – (Lofthus: klothus@suisun.com).

Kris Lofthus presented the staff reported a provided in the packet.

Council asked clarifying questions.

Mayor Wilson opened the Public Hearing.

Michelle Chavez commented she was in support of ordinance and looking forward to having art in the city.

Steve Olry concerned that city is almost built out to count on income from developers to pay for art.

Donna LeBlanc thanked the Commission and Ad Hoc for working on this ordinance and art can be functional rather than just statues or paintings.

Hearing no further comments Mayor Wilson closed the Public Hearing.

Motion by Council Member Williams to introduce and waive the reading of Ordinance No. 787 and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

Council took a 10-minute recess.

GENERAL BUSINESS

City Council

15. Council Adoption of Resolution No. 2021-87: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations – (Folsom: gfolson@suisun.com).

Greg Folsom presented the staff report as provided in the packet.

Brandon Thompson, Solano Transportation Authority (STA) was available to answer Council concerns.

Diane Feinstein, City of Fairfield answered questions and explained the DART services, more personalized door to door services and also explained how someone qualifies for the service.

Daryl Halls explained Options 1 & 2 and answered Council's questions and concerns

PUBLIC COMMENT

Donna LeBlanc asked how do our children get to school and urged Council to keep Option 2 until they can figure out how to get the children to school safely.

Motion by Mayor Wilson to approve OPTION 1 and adopt Resolution No. 2021-87 and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

16. Discussion and Direction: Council Preference for Solano County Board of Supervisors Redistricting – (Folsom: gfolson@suisun.com).

Mr. Folsom explained the that every 10 years with the Census the Board must look at redistricting process and has asked if the City has any input as to how that representation

looks.

Council had clarifying questions on what is exactly was being asked by the Board.

PUBLIC COMMENTS

George Guynn commented that it would be nice to let the public know this is on the agenda and that there is a shift in the boundaries.

Donna LeBlanc personally would rather have all of Suisun in one district rather than multiple as it causes disparity within the City.

Mayor Wilson clarified that a flyer was mailed to all Solano county residents and a copy of the flyer is included in the packet.

Attorney Taylor commented that a consensus is needed and then a vote on continuing the meeting past 10pm.

Consensus for equitable distribution and maximizing representation

Motion by Council Member Williams to continue meeting to include Items 17 & 18 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Williams, Wilson

NOES: Hudson

17. Discussion and Direction Regarding Establishment of a Travis Reserve Area in the Suisun City General Plan – (Kearns: jkearns@suisun.com).

John Kearns presented the staff report as provided in the staff report and explaining that a Travis Reserve area be maintained and made part of the General Plan.

Council Member Day no longer present 10:17pm

Consensus by Council to establish a Travis Reserve Area.

REPORTS: (Informational items only)

18. Council Updates

- a. Council/Boardmembers

Council Member Williams reminded everyone that Adopt a Neighborhood would be hosting a Curb Appeal Workshop from 10:30-12 on Saturday, August 23 at the Harbor Theater. Workshop is free and open to all residents.

Vice Mayor Hernandez commented that the Council attended the CASA Conference training which will be beneficial for the community. Attended the Back-to-School event at St. Mark's Church in Fairfield where our Police Department was in attendance passing out various items to the children. Attended the Cycle Event in Downtown Suisun and it was nice to see the number of participants and spectators at this event.

Back to school event St. Mark's in FF

- b. Mayor

No report

19. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 10:38pm.

Anita Skinner, City Clerk

MINUTES**SPECIAL MEETING OF THE HOUSING AUTHORITY
OF THE CITY OF SUISUN CITY****FRIDAY, AUGUST 20, 2021****5:30 P.M.****SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA****NOTICE**

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MEETING ID: 869 3009 8623

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VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Mayor Wilson called the meeting to order at 5:32 pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day

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.)

PUBLIC COMMENT NONE

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the

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CLOSED SESSION

Pursuant to California Government Code Section 54950 the Housing Authority of the City of Suisun City will hold a Closed Session for the purpose of:

Housing Authority

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant Section 54956.9(d)(2), (e)(2): (1 potential case).

Mayor Wilson read the item and Mr. Taylor noted the name of the case as the Gillis Matter. Mr. Taylor noted that he did not expect any announcements post closed session. Mayor noted that she will close the room and move the member of the public (Robert Lucky) to the waiting room and then would bring them back if they were present once council came back in open session.

Entered into Closed Session at 5:35pm.

CONVENE OPEN SESSION

Mayor Wilson unlocked the meeting and removed the member of the public from the waiting room. There were no announcements.

ADJOURNMENT

There being no further business the meeting was adjourned at 5:59pm.

Anita Skinner, City Clerk



CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

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, SEPTEMBER 21, 2021

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 870 4864 3251

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 95)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 04)

(Next Housing Authority Res. No. HA2021 – 02)

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:34 pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams, Wilson

ABSENT: None

Pledge of Allegiance was led by Vice Mayor Hernandez.

Invocation was given by City Manager Greg Folsom.

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. City Manager/Executive Director/Staff**

Mr. Folsom commented that a Ground Breaking Ceremony was held for Lawler Residences and Lawler Plaza and a Grand Opening for Loan Depot; Both the Recreation, Parks and Marina Committee and the Public Safety Committee met and discussed ARPA funding; next Wednesday, September 29th will be the Townhall meeting to discuss ARPA funding here at City Hall.

Mr. Folsom also reported that starting tomorrow (9/22) the California Cities Annual Conference begins. City Attorney Elena Gerli will be presenting on Diversity, Equity and Inclusion and he will be presenting on our Energy Efficiency Project.

Council Member Hudson asked if he had a COVID update. Mr. Folsom stated no but will be having a discussion at the next meeting.

Council Member Williams congratulated both Mr. Folsom and Ms. Gerli on presenting at conference and looks forward to attending.

Vice Mayor Hernandez stated she was excited to see them present.

Mayor Wilson commented that Ms. Gerli, shortly after joining the City as an attorney, received certification on her subject matter and asked her to speak briefly on that.

Ms. Gerli gave a brief presentation and indicated her presentation would be available to the public.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council**2. Mayoral Reappointment of Dr. Tiffani Thomas to the Solano Commission for Women and Girls – (Wilson: lwilson@suisun.com).**

Mayor Wilson commented that Dr. Thomas has served on the commission as one of its founding members and had reached out requesting to be re-appointed.

Motion by Mayor Wilson to reappoint Dr. Thomas and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

CONSENT CALENDAR

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

City Council

3. Council Adoption of Resolution No. 2021-95: Approving the Tentative Agreement Between the City of Suisun City and the Suisun City Professional Firefighters' Association, International Association of Fire Fighters (SCPFA IAFF, Local 1186) Confirming Compensation and Benefits for Represented Fire Unit Members – (Penland: cpenland@suisun.com).
4. Consideration of California Public Employees Retirement System (CalPERS) Employer Paid Member Contribution and Amendment of Salary Schedule – (Penland: cpenland@suisun.com).
 - a. Council Adoption of Resolution No. 2021-96 Approving a Resolution of the City Council of the City of Suisun City for Paying and Reporting the Value of Employer Paid Member Contribution – CalPERS ID: 2298323828.
 - b. Council Adoption of Resolution No. 2021-97: Amending the Citywide Salary Schedule to Increase Salaries of Miscellaneous and Fire Safety Employees by 7.5% and to Increase Salaries of Police Safety Employees by 5.5% In Exchange for Classic CalPERS Members to Pay the Full Employee Contribution Along with PEPRA Employees.

Housing Authority

5. Housing Authority Board Adoption of Resolution No. 2021-02_: A Resolution Of The Housing Authority Board Of The City Of Suisun City Approving The Settlement Agreement And Release Of All Claims Between Ms. Lucia Gillis And The Housing Authority, PLAN JPA Case No. 202104-13293319 – (City Attorney Gerli).

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

6. 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 July 20, 2021 and August 3, 2021 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

7. Council/Agency Approval of August 2021 Payroll Warrants in the Amount of \$506,619.75, and Council/Agency Approval of the August 2021 Accounts Payable Warrants in the Amount of \$901,865.37 – (Finance).

Hudson pulled Item #5**Items 3, 4, 6 & 7****PUBLIC COMMENTS**

Mayor Wilson briefly explained there was a spelling error of the word “firefighters” in the resolution, a corrected resolution was provided and if passed the corrected spelling will be in the adopted resolution.

ITEM #3

George Guynn concerned about employees getting raises if there is money out there and they are

doing a good job but if there is no money how can you do this. He would like a brief explanation on where the money is coming from for these raises.

Mayor Wilson explained Item #3 is for the formation of a union and not for raises.

ITEM #4

Steve Olry stated he supports Mr. Guynn's previous comments. He further stated that just a few months ago Council was looking for low level employees, giving pay cuts including theirs. Something is wrong when we are handing out pay raises. Just means next year more things won't get done.

George Guynn stated city needs to be careful on additional expenses as we are already maxed out. Reducing expenses to come up with a balanced budget is what we should be striving for.

Mayor Wilson explained that it is actually a swap for a benefit the city was paying for and now the employee will be paying for that benefit.

Motion by Council Member Williams to adopt Resolution No. 2021-95 and Resolution No. 2021-96 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: Day

Item #5

Council Member Hudson commented that this requires training and do we know the how, when and where this will take place?

Mr. Folsom stated that he believes the first training is to take place within 3 months/90 days of the agreement and then a follow up in one year.

PUBLIC COMMENTS

Steve Olry understands this is a confidential matter but when he sees settlement claims with the Housing Authority it concerns him. He has been a Section 8 landlord for 35 years on and off and has never had any issues so when he sees this kind of thing without knowing the facts, he has to question are we competent, why are we having to settle, are we doing something wrong, are we being misrepresented? This is the type of thing the taxpayer doesn't want to see.

George Guynn commented that when he saw \$75,000 settlement, \$6,075 for training and not long ago there was another claim for \$45,000. When you are really tight with finances these are the types of things you really don't need even though there is ABAG to help with the costs its still coming out of the tax payers pocket to pay these kinds of things. Perhaps we should get rid of the Housing Authority and let some non-profit handle that and if you don't have the office you don't have to worry about the problem. Not sure exactly what kind of revenue or what kind of expenses are in the department, not sure it is a real profitable institution. Hope Council will think about these types of things as we don't need any more of these issues.

Mayor Wilson stated that details are laid out in the packet on page 25.

Mr. Folsom commented that he did not know if a non-profit could do this if authority is through HUD. It would have to be some type of authorized body either at County level or another city

we would give jurisdiction to. The Housing Authority does pay administrative costs, rent space and is providing revenue to city.

Motion by Council Member Williams to adopt HA Resolution No. 2021-02 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

Item #6

Council Member Williams made a correction to the minutes on page 43 stating that it should read July 24th and not July 294.

Motion by Vice Mayor Hernandez to approve the minutes with the correction and to continue Item #7. Seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, William, Wilson

NOES: None

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Steve Olry commented he attended his first Board of Supervisors meeting last week and it was well conducted. Public comments are uninterrupted, and at the end of the meeting spoke with a couple of Supervisors and when he told them what city he was from the first thing said what when are you going to do something about all that trash. Suisun is locked down on at the County level. The name Suisun was not even mentioned for 2 hours. Every other city was mentioned but not Suisun and he can see why. What do we do that is positive? We don't pick up trash but we have started but what he sees as a big problem is that we ignore our youth. Commend Ms. Williams for picking up trash but have about 1/10th of the effort that we need. Think the secret would be to recruit some Boy Scout/Girl Scout troupes, and try to get to a level of respect in our County. All we have done is open up liquor stores, marijuana shop. We need to think higher and get a positive image and try to get people to respect and like us.

George Guynn commented ditto to Mr. Olry's comments. He also attended the Board of Supervisors meeting. The item on the agenda to make everyone wear masks didn't pass. It is well known that masks are not the solution to COVID and hopes the City follows the County's example.

Donna LeBlanc gave a big thank you to Fire Department including Travis, Vacaville and Fairfield for getting the fire out on Buena Vista. With that in mind with homeless encampment across the street would like to know if the Fire Department has burn measures in place for that lot. Beautifying and picking up trash in city is a big thing and thanked everyone that helped in the

coastal clean-up.

Ruth Forney hand raised accidentally no comment

PUBLIC HEARING NONE

GENERAL BUSINESS NONE

REPORTS: (Informational items only)

8. Council Updates

a. Council/Boardmembers

Council Member Hudson thanked the firefighters for getting the fire on Marina out quickly; trash is a problem and will take a lot more than the Council working on it.

Council Member Williams echoed Council Member Hudson and Donna LeBlanc and as always encourages everyone to help. If you see trash pick it up, illegal dumping-report it. Thanked everyone that came to the SCAN Sustainable Landscaping class this past Saturday and had participants from as far as Napa. SCAN and Clean Team, Sept 25th from 9-11 am beautification and trash pick-up on Bella Vista drive; SCAN is also on Next Door and can follow them there.

Vice Mayor Hernandez echoed previous Council Members comments on the fire and also mentioned a boating incident last week where a boat had sunk and expressed her gratitude to all City departments for the great work they do. Working with the Northern Navigation Solano Homelessness Committee. One of the things being worked on is the coordination of elected officials from different cities to address homelessness within the county; a subcommittee that she is working on is working towards additional funding from the State for a project for transitional housing to hopefully bring more of that into Solano County; thank everyone that came to the Bilingual story time at the Suisun Library. This is the first Council meeting during Hispanic Heritage Month which is from September 15th through October 15th.

b. Mayor - None

9. Non-Discussion Items – None in packet

CLOSED SESSION

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

City Council

10. Conference with Legal Counsel - Existing Litigation

Name of case: Louisa Pickering and Michael Pickering (Plaintiffs) v. City of Suisun City (Defendants), et al - Case # FCS055707

CONVENE OPEN SESSION

Closed session convened at 7:30 pm and do not expect any announcements.

ADJOURNMENT

There were no announcements from the Closed Session. There being no further business the meeting was adjourned at 8:19pm.

Anita Skinner, City Clerk

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MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

WEDNESDAY, SEPTEMBER 29, 2021

6:30 P.M.

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

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(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 95)

ROLL CALL

Mayor Wilson called the meeting to order at 6:39pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams, Wilson
Pledge of Allegiance was led by Council Member Williams
Invocation was given by City Manager Greg Folsom

CONFLICT OF INTEREST NOTIFICATION None

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

REPORTS: (Informational items only)**1. City Manager/Staff**

Mr. Folsom stated our Transit Operator FAST sent out a notice that Suisun City will be holding a Public Hearing on October 19th to discuss the elimination of bus Routes 5 & 6 as well as the reduced fare taxi program effective January 1, 2022. Noted a correction to the Transportation Development Act Fund, the Council did direct staff to keep the reduced fares to the local taxi program; will be keeping the paratransit program and utilizing Lyft 1st Last Mile program until micro transit is up and running. Community Based Transportation Plan Community meeting will be held the afternoon of Thursday, October 28th.

Vice Mayor Hernandez asked if time frame had been set for the October 28th meeting. Mr. Folsom indicated between 3-8pm. Mayor Wilson stated this would be a virtual meeting as they want as many to participate as possible and a specific location would have attendance restrictions.

PUBLIC COMMENTS

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Steve Olry commented that he understands the topic tonight is how to spend ARPA funds; the past two year have had every fund, Measure S Special Maintenance fund deleted to fund special projects, pay raises, rising legal fees and feels the first monies off the top should be to restore dredging. Mayor Wilson stated that his comments should be held for Item #2 on the agenda.

George Guynn complimented the Council for holding open meetings as not all cities and agencies in the County are doing so. He also agreed with Mr. Olry's comments given thus far.

Clerk Skinner summarized and email from Elissa DeCaro, President of the Solano County Historical Society requesting the Council rescind its action at the September 7th meeting declaring the Lawler House at 718 Main Street surplus property. Ms. Skinner stated that this would require legal analysis and has been forwarded to the City Attorney. Mayor Wilson stated that the Council had all received the email and a copy of all emails received for public comment are available in their entirety for review.

Anthony Adams commented on Lawler Ranch Park and how well it has been maintained but now notices that the lawn is being overwatered and it is like a swamp and suggested that adjustments need to be made to watering.

GENERAL BUSINESS**2. Discussion and Direction on American Rescue Plan Act (ARPA) funding - (Deol: ldeol@suisun.com).**

Mayor Wilson explained how the discussion and public comments would be heard.

Mr. Folsom commented that everything listed would be a great use of the ARPA funds but this is a limited one-time source of funds and need to use those funds wisely.

Ms. Deol presented the staff report stating that at the September 7th meeting items were removed from the list that did not qualify for ARPA funds. Since September 7th there have been committee and commission meetings to get input to prioritize the list and have put items into high and low priority lists but still need to cut the list.

PUBLIC COMMENTS

Steve Olry commented doesn't know if our problem is revenue loss or the fact that the past two years spending has been off the chart. This is one time money and won't be able to recoup Measure S in reference to dredging and feels if not restored this time we won't be able to afford it in 10 years. Council credibility on trail and good luck getting anymore money from the public.

George Guynn ditto to Mr. Olry's comments; most of the money involves salaries; only person (people) needed is one that can generate more business and produce tax money; roads need attention as Measure S monies got diverted; dredging needs to be done; hopes there are others in attendance that say they are not happy with this particular list and see something that will get us out of the hole

Ruth Forney staffing is an issue and be cautious in adding; how will it be sustained after monies are gone; loss of revenue; opening things back up for seniors at their center and not the Nelson Center

Princess Washington applauds efforts to create a community; happy for passing of the Public Art Policy; adding art and public spaces it will bring more revenue; applauds efforts to prioritize; police and fire keep City safe and need them to create the safe, tight knit community we have in place; job of the RPMA to create the joy in our City; time to rebuild and make the things already in place better; hope by the end of this it will rejuvenate the livelihoods, bring outsiders in and showcasing what we have to offer.

Eddrick Osborne, Chair of RPMA Commission, supports what the Commission brought forth and thanks fellow Commissioners and asked Council to support their recommendations.

Clerk read email from Anthony (Sonny) Ramos who is a local small business owner. Add to list fund be allocated to help small businesses that help kids and adults build strong immune systems to help fight viruses; funding for businesses for back rent; advertising/marketing; programs that teach youth the importance of maintaining their immune systems and mental health.

Heidi McClain commented she is a homeowner that was adversely affected by the wildfire on 6/3/2020 and feels the Kellogg Drainage System needs to say a high priority, that it not only supports the city but the neighborhood.

Patricia Maddison stated the water infrastructure and environmental remediation should be part of the ARPA fund spending; allocate funds for special project to take the first steps to protect the City against climate change and sea level rise; mitigation plan in the next couple of years, hire expert consultants for long term necessities for our city to defend itself against sea level rise.

Anthony Adams commented one time funds being spent on one time needs, list shows 8 new employees which will be ongoing costs; will be hard to cut positions when funds run out; does support hiring the Development Services Director; remove from high priority list the community gardens, salaries, fire truck as grants are available; move up make city more attractive for others to invest in, fix city streets, Main Street slurry seal, small business loans, senior center; invest \$100K on the sea level plan and do a feasibility study which would then be a project allowing city to apply for grant funding.

Donna LeBlanc commented keep on high priority list Lucas & LAS equipment, Emergency Eye

Wash station; Community Services Office for Code Enforcement; half the funds for the Homeless project; community gardens, bullet proof glass for Police Department; Highway 12 Storm drain and Kellogg Pump Station; intranet broadband/IT services; ability to pay by phone; phone system upgrade; car license plate readers. Low priority that should move to high priority is anything to do with parks, beautification, pay-off old bills.

Mike Zeiss thanked the Council and members of the public for their comments. He commented that one time funds for salaries has to seem like a mistake; smart to make positions limited terms but should instead focus on making the City more attractive and beautiful for businesses that in the long run will solve some the problems; recommendations of the EPIC Committee; marketing City; Development Services hire in the long term will generate money by bringing in businesses; street infrastructure; maintenance against sea level rise; public art is not a crazy idea, without quality of life city will not be attractive; consider a feasibility study for a new park along Ledgewood Creek when it is annexed.

Elissa DeCaro on behalf of the Solano County Historical Society thanked Council for forwarding the letter regarding reconsideration of the Lawler House vote to City Attorney; hopes the City can see the benefits to the City by adopting the recommendations in that letter; reallocation of funds to the Harbor Theater repairs but the marquee may not be a necessary expense; Fairfield-Suisun Sewer District line item – why would funds intended for the community be used to reimburse a separate governmental agency.

Jim Wise stated high priority items that could be eliminated or relooked at are: business communication portal; Harbor Theater improvements and repairs; City Hall fencing and outdoor break area; security gate project; Corp Yard gate; tablets for Council Members. Low priority items to High are: SSWA reserve loss request, more of the money into sewer system. Old Town has pipes that are 100 yrs. Old and need to be replaced, 3 tanks that need to be san blasted and repainted and road repairs.

Barbara Persching the lower priority list for Police is very reasonable and that needs not to be gutted; matching grant for the update of the outdoor dining at \$250K is a little unbelievable; city wide list appears to be nice to have but put money into city-wide programs; computer systems needs to get prioritized; explanation needed on the \$1.4M for temporary premium pay; Public Works top three priorities for the Homelessness, Highway 12 Storm Drain Pipeline which ties into the Coastal Preservation due to flooding and the Kellogg Pump Station all need to get fixed.

Don Peters spoke on the Type 5 Vehicle (C1FD). Remembers talking about this over the past couple of years and wants clarification on whether this is a new purchase of a second vehicle.

Brian Ferrero, new LLD rep for Montebello Park District commented that the public spaces are not what they use to be and falling into disrepair. Both Montebello and Heritage are listed as low priority and he is essentially trying to move them into high priority; feels funds would help get the LLD back into the green and a tool to be able to negotiate with those residents not in the LLD. Redirect ARPA funds or the new dispensary funds.

Leo Callejas, President of the Solano Hispanic Chamber of Commerce asks Council to consider keeping funds to support businesses and to make available for businesses to apply or partner with organization that are pro-businesses in helping them get assistance.

Tyler Wilson, member of the RPMA Commission, commented on the community garden. The proposed area is a low food access to a large number of residents; large veteran population that does not have access and City needs to make feeding the community and surrounding neighbors a priority; prioritizing the theater and art culture is important; need to build on the personality of the

City.

There was a brief recess at 8:44pm and reconvened at 8:57pm.

Mayor Wilson thanked members of the RPMA Commission and EPIC Committee who participated in the meeting.

Council began discussions on consensus items. There were numerous items discussed but on items listed received Council consensus to move to either a Higher or Lower Priority.

Council Member Hudson:

High to Lower Priority

- Security Gates- Police Department
- Corp Yard Gates

Council Member Williams

High to Lower Priority

- Tablet Command
- Business Communication Portal
- Mobile EOC Sprinter Van
- Star Chase Vehicle GPS Tag

Lower to Higher Priority

- PD Evidence Room Air Scrubber
- Downtown Beautification

PUBLIC COMMENTS

Heidi McClain commented that roads need to stay on lower priority; Type 5 Vehicle needs to stay on high priority; infrastructure on Highway 12 stayed at high priority, thank you; anything having to do with plumbing/sewer particularly in old town needs to stay high priority

Donna LeBlanc commented for high to low should be any of the staffing request that add on additional salaries; city needs infrastructure; roads to low; need to fix things that are broken, community garden, playground equipment. Pleading for Council to move the salaries from high to low priority and move up the things that are going to help our citizens have a better life.

Anthony Adams thanked Council for having this late meeting on a very important topic. Commented that he is surprised with all the comments about using one-time funds for on-going costs not one council member has recommend moving or reducing any of the salaries or positions. He understands the need but should be funded from the General Fund. Would like to stress the need to reduce our long-term salary commitments until we have long term revenue that can support the salaries and not be doing it with one-time funds.

Ms. Deol gave Council new amounts based on consensus discussions.

Ms. Deol confirm items moved from High to Low Priority

Tablet command

Business communication portal

Mobile EOC Sprinter van

Security gate for PD

Corp yard gate

Star Chase GPS Vehicle Tag

Low to High Priority
Air scrubber
Downtown Beautification Project

Mayor Wilson recommended moving Recreation Restoration Program to lower priority as it is already covered from the General Fund.

Revenue Loss – removing Downtown Beautification and have staff clean up numbers for the \$7K.

TRANCHE 1

Ms. Deol - Nothing moved up but two moved down

Council made the following consensus

- Recreation Restoration Programs to Tranche 2
- City Hall break area – Tranche 2
- Take positions from 3 yrs. To 2 years
- Matching grant from \$250K to \$150K
- Reducing any large project that is an estimate (Homelessness & harbor theater) reduce each by 100k
- Move from Tranche 1 to Tranche 2 - 6 months salary for all hires

Mayor Wilson stated that it was passed 10pm and not allowed to do any new business.

REPORTS: (Informational items only)

3. Council Updates
 - a. Council
 - b. Mayor
4. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 10:39pm.

Anita Skinner, City Clerk

CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

TUESDAY, OCTOBER 5, 2021

5:30 P.M.

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

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ROLL CALL

Mayor Wilson called the meeting to order at 5:30pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day

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.)

PUBLIC COMMENT None

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CLOSED SESSION

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the Suisun City Council Acting as Successor Agency to the Redevelopment Agency of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600 and 680.

Negotiating Party: City Manager

Parties Negotiating: Ashria LLC

Under Negotiations: Terms and payment

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the Suisun City Council Acting as Successor Agency to the Redevelopment Agency of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: 0032-091-170 through 200.

Negotiating Party: City Manager

Parties Negotiating: Ashria LLC

Under Negotiations: Terms and payment

Mayor Wilson convened the Closed Session a 5:33 pm with no expected announcements.

CONVENE OPEN SESSION

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

ADJOURNMENT

There being no further business the meeting was adjourned at 6:33pm

Anita Skinner, City Clerk



CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

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, OCTOBER 5, 2021

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 891 4432 7272

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 98)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 04)

(Next Housing Authority Res. No. HA2021 – 02)

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:49pm with the following Council Members present:

Present: Hernandez, Hudson, Williams, Wilson

Absent: Day

Pledge of Allegiance was led by Council Member Hudson.

Invocation was given by City Manager Greg Folsom.

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. City Manager/Executive Director/Staff

City Hall will be closed on Monday Holiday and because of his heritage he refers to it as Native American Day or Indigenous People Day.

2. Introduction of Assistant City Attorney Christy Lopez and Deputy City Attorney Payam Mostafavi – (City Attorney).

Ms. Gerli gave a brief background on the changes in staffing. Ms. Lopez and Mr. Mostafavi introduced themselves and gave a brief background.

Council welcomed them to the City team and look forward to working with them.

PRESENTATION/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. Council Adoption of Resolution No. 2021-98: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funding Equivalent to the 2018 Parks and Water Bond Act Per Capita Grant Award for Fiscal Year 2021-22 – (Deol: ldel@suisun.com).

4. Rectangular Rapid Flashing Beacon Project – (Vue: nvue@suisun.com).

a. Council Adoption of Resolution No. 2021-99: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Radman Electric for the Rectangular Rapid Flashing Beacon Project.

b. Council Adoption of Resolution No. 2021-100: Adopting the 3rd Amendment to the Annual Appropriation Resolution No. 2021-57 to Allocate Off-Site Street Improvement (OSSIP) and Lawler Ranch Maintenance Assessment District Funds to the Rectangular Rapid Flashing Beacon Project for Fiscal Year 2021-22.

5. National Recreation and Park Association Grant Award – (Lofthus: klofthus@suisun.com).

- a. Council Adoption of Resolution No. 2021-101: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to accept grant funds from National Recreation and Park Association's (NRPA) Youth Sports and Play Program.
- b. Council Adoption of Resolution No. 2021-102: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2021-57 to Appropriate Funds Equivalent to the National Recreation and Park Association (NRPA) Grant Award for Fiscal Year 2021-22.
6. Council Adoption of Resolution No. 2021-103: Authorizing the City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program – (Lofthus: klofthus@suisun.com).

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

7. 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 September 7, 2021 and September 14, 2021 - (Skinner: askinner@suisun.com).

Council Member Hudson pulled Item #5

PUBLIC COMMENT - ITEM #4

Donna LeBlanc asked what is wrong with the current system; if no longer the Senior Center shouldn't the language in the contract change; is there a warranty on the system?

Public Works Director Nuvea Vue responded to Ms. LeBlanc's questions. Mayor Wilson stated that even though the building was no longer being used as a Senior Center it did not change the name of the building.

ITEMS 3,4 6 & 7

Motion by Vice Mayor Hernandez to adopt Consent Calendar Items 3, 4, 6 & 7 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

Item #5

Council Member Hudson had clarifying questions which were answered by Recreation and Parks Director Kris Lofthus.

Motion by Council Member Hudson to adopt Resolution No. 2021-101 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day**PUBLIC COMMENTS**

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Steve Olry responded to previous comments at the last Council meeting. He believed ARPA monies could be used for street repair, neglected infrastructure and dredging. He feels that all he is hearing is excuses not to put the money back; using lost revenue from dredging fund to finance all the new expenditures coming up this month.

George Guynn ditto to Mr. Olry's comments; attended the wine festival on Saturday and it was a great turn out; previous talked about the size of the agendas and meetings going on 4-5 hours which made it hard for public to absorb everything; pleased to see agenda lessened and feels it makes for a better meeting and hopes it gets refined even better.

City Clerk Skinner stated that an email was received from Alicia Minyen regarding the Lawler House and the request to change the vote; has been forwarded to the City Attorney and they are preparing an analysis for the October 19th agenda.

Donna LeBlanc disappointed on the ARPA funding moving items from high to low priorities; felt the public was talking but the Council was hearing by not listening; hopes that the decisions made are not the final decisions and can go back and look at them again climate and enviro fair in harbor theater this Saturday.

Gian McDougall thanked the Council for all their hard work; also had comments on the pandemic and Mayor Wilson asked her to hold her comments for Item #11 on the agenda.

PUBLIC HEARING**City Council**

8. Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of Suisun City Repealing and Replacing Chapter 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code with Chapter 2.28 (Fire Department) – (Vincent jvincent@suisun.com).

Chief Vincent explained this is not getting rid of volunteers but making adjustments to the municipal code, which dates back to 1964 and to bringing it up to date. The Volunteer firefighters section refers to firemen and a membership of 30 men and adjustments are being made to make it inclusive.

Mayor Wilson commented that the ordinance did not include a red line version and asked Chief Vincent to go through the changes.

Chief Vincent read through the language changes.

Mayor Wilson opened the Public Hearing.

Donna LeBlanc stated there is no stipulation on how much the volunteer firefighters are getting and is that listed somewhere?

Mayor Wilson hearing no further comments closed the Public Hearing.

Chief Vincent stated that volunteers are not paid but do receive a small stipend.

Council Comments

Council Member Hudson stated he does not agree with the clerical personnel section in the ordinance.

Council Member Williams thanked the Chief for making sure ordinance is inclusive in the language of firefighters and bringing things up to code.

Vice Mayor Hernandez thanked the Chief for the update and does appreciate the clerical base line; language change around his/her.

Mayor Wilson recommended that the ordinance comes back 1) red lined and 2) distinction between what should be in the ordinance and what should be policy. Concerned that it is more restrictive than neighboring cities and even more restrictive than other departments.

Motion by Mayor Wilson to continue to November 2nd and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

GENERAL BUSINESS

City Council

9. Discussion and Direction Regarding a Proposed Community Garden Project Recommended by the Recreation, Parks, Marina and Arts Commission – (Lofthus: klofthus@suisun.com).

Kris Lofthus presented the staff report as provided in the packet. Mr. Lofthus explained the new location on Blossom Avenue at Chyrl Way. This project is next to Phase 3 of McCoy Creek Bikeway; Phase 2, which begins construction next year, will end at Blossom across the street from the entrance to the garden. This design will make it both a park and community garden. Plans for a 6' wrought iron fence with a locked entrance gate.

PUBLIC COMMENT

George Guynn only question is money, is there something that can be done to generate more businesses; this project is nice to have but need to find ways to generate funds rather than continuing to ask the taxpayers.

Steve Olry feels very confident that Mr. Lofthus can get this project done with very little money and we need something positive to talk about; why can't this project be done in an existing park?

Donna LeBlanc commented that this project sings to her heart; will some of the money come from ARPA; can it be done in phases; how will we pay for water in the future; make sure we obtain partnerships.

Mayor Wilson commented that this project was not removed to a lower priority.

Mr. Lofthus commented that money can only be spent for park development; he would have to research how it effects the LLD's when you take parks away from a community.

**Vice Mayor Hernandez moved to have the item move forward. Council feedback.
Council consensus to move forward with feedback.**

10. Council Adoption of Resolution No. 2021-104: Recognizing June 19 of each year as Juneteenth Day and Declaring Juneteenth as a Suisun City Holiday – (Folsom: gfolson@suisun.com).

Mr. Folsom commends the observance of Juneteenth honors the history, perseverance, and achievements of African Americans, and celebrates America's progress and continuing commitment to realizing the principles of liberty and equality upon which our nation was founded. On June 18, 2021 President Biden signed legislation making Juneteenth a federal holiday. Mayor Wilson declared June 19, 2021 to be a city holiday. Adopting this resolution would make June 19th a permanent city holiday and closure of City Hall on that date.

[09:01:34 PM \(02:13:22\)](#)

PUBLIC COMMENT

Steve Olry commented that if this is a paid holiday then he opposes it. Feels this is an undo burden for businesses in town; heard both Council Members Williams and Hernandez use the term 'inclusive' but elevating to a paid holiday is not inclusive; Suisun is a very integrated community but unless you include all indigenous, Chinese, Asian, people from the Middle East it is not inclusive; implores Council to use some scrutiny and be consistent.

[09:03:23 PM \(02:15:10\)](#)

George Guynn comment that City Hall is closed Fridays already, employees have a lot of holidays already which the public has to pay for; considering economically, need to tighten up belt instead of spending more money.

[09:05:02 PM \(02:16:49\)](#)

Council Member Hudson commented he can't support a paid holiday; he celebrates and appreciates Juneteenth, Emancipation Day, liberation day, they are all listed and he supports them all but can't support a paid holiday.

Council Member Williams commented that it is now a federal holiday celebrating emancipation of African Americans, their descendants that were enslaved, we are now celebrating the fact that America is acknowledging past sins and hurts, and moving forward and understanding why Juneteenth is important for our country as a whole and is in support of making Juneteenth a paid holiday.

[09:07:03 PM \(02:18:51\)](#)

Vice Mayor Hernandez commented she works for a non-profit organization and believes in being equitable and inclusive and takes a stand that Juneteenth is a day that every American was freed from slavery, takes a significant portion in our history books for where we are going and where we need to be as a country.

[09:08:00 PM \(02:19:48\)](#)

Mayor had the opportunity to recognize this in Suisun this past June; American celebration of letting go of the past, this is an American holiday, don't want this a part of negotiations.

Motion by Council Member Williams to adopt Resolution No. 2021-104 and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Hernandez, Hudson, Williams, Wilson

NOES: None

ABSENT: Day

11. Discussion and Direction: COVID-19 – (Folsom: gfolson@suisun.com).

Mr. Folsom commented the CDC is recommending using all the prevention strategies available including masking indoor in public places. Solano County is the only Bay Area County that does not have a mask mandate. Solano County Public Health Officer and Board of Supervisors have declined to issue mandates. Staff is asking Council whether to continue with business as usual in dealing with COVID or take some other action.

PUBLIC COMMENT

George Guynn commented if people are concerned about COVID or diseases there is nothing to prevent them from wearing a mask; feels people are catching COVID at parties and not in public places or public meetings; thinks the County Health Official is doing a good job.

Gian McDougall supports a mask mandate because county numbers are at an all-time high; people that are vaccinated can still transmit, urge Council to pass a mask mandate.

Mayor politicized; do we agree with County health or do something different; follow science and common sense; even vaccinated should wear masks; strongly encourage as a nation. Once there is a change where it is mandated then we should follow. Does not have to be Council approved, City Manager has the authority.

After a brief discussion Council consensus to:

- Strongly encourage masks be worn in all City facilities
- Update the signage in City facilities and on Facebook
- If changes at either the County or Nation level the City Manager is clear to make that directive and then bring to Council with emergency declarations for adoption

REPORTS: (Informational items only)

12. Council Updates

a. Council/Boardmembers

Council Member Hudson commented the Art & Wine Festival was very successful, and thanked George, Steve, Director of RPMA and all the volunteers; attended the League of California Cities Conference and it was a great educational opportunity.

Council Member Williams had the opportunity to attend League of California Cities Conference and it was very informative; Mr. Folsom was a speaker, brought back info that will allow her to grow as a Council Member; November 11 from 2-5pm a Veterans Day celebration; today is a special day, her son Michael would have been 29 today and acknowledges him as being very instrumental in becoming the woman she is today.

Vice Mayor Hernandez also attended the League Conference and was happy to be there to support Mr. Folsom; October 9 is the Environmental and Climate Fair at Harbor Theater; she had a learning opportunity from the September 7 minutes regarding the Planning Commission giving

notice to Mayor about absences. Met with the City Attorney and found out there is no government code regarding absence notification; it is city policy and Council can revisit if necessary.

b. Mayor

Mayor Wilson commented kudos to the Art and Wine Festival organizers. She had the opportunity to share the event with her visiting family members and it was a great group of attendees; Marina Lounge had their soft opening same day. There are new owners and a Grand Opening is planned for October 29. She also attended the League Conference and both Mr. Folsom and Ms. Gerli presented and she became the Vice President of North Bay League; October 23 an original full length production screening of San Francisco Ethnic Dance Festival at the Harbor Theater with 3 showings at Noon, 3pm and 7pm. The day before there will be a private screening for the After School Program with the Kroc Center. All proceeds go to the organizations that sponsors the Arts West or the RPMA Department's Friends of Recreation to fund art programs.

13. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 10:01pm.

Anita Skinner, City Clerk



CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

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, OCTOBER 19, 2021

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

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MEETING ID: 893 3736 8021

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REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 105)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 04)

(Next Housing Authority Res. No. HA2021 – 02)

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:33 pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams, Wilson

Pledge of Allegiance was led by Council Member Williams

Invocation was given by City Manager Greg Folsom

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. City Manager/Executive Director/Staff**

- Athenian Grill after almost 2 ½ years has reopened but unfortunately a fire in the electrical panel yesterday has closed the Grill for a couple of days for repairs.
- John Kearns gave a presentation at STA on the Downtown Priority Development Area and did an excellent job. Thank you, John.
- John and I had a kick off meeting with Consultants for the Housing Element Update Project.
- According to the Work Force Investment Board Suisun City has the highest percentage of minority owned businesses in the County.
- Last week Staff and I met with the Corp of Engineers on the Suisun Slough Disposition Study and fully expect them to come back and say they are recommending removal of the dredging responsibility of the Suisun Slough from the Army Corp. However, we were informed they will be recommending to terminate the Disposition Study. A memo from the Corp of Engineers should be forthcoming. Thanked Council for taking a stand in opposition to that study and to Congressman Garamendi in his efforts for ending the study as well.
- Gave a presentation to Rotary today and sent Council a copy of the presentation. Council Member Williams was present and made a happy donation to Rotary for having him as a speaker.
- Grand Opening tomorrow for the 7-11 have been changed to Thursday, November 4 at 10:30am.
- Community Based Transportation Plan Public Meeting will be held virtually on Thursday, October 28 from 6-8pm.

Council Member Williams thanked Greg for his presentation at Rotary.

Vice Mayor Hernandez congratulate Mr. Folsom and Mr. Kearns for their work in presenting Suisun City to different agencies and boards. Keeping everyone at Athenian Grill in her thoughts and supporting them through this time.

Mayor Wilson commented the City continue the advocacy work, did a great job in making sure the study didn't happen and partnering with Congressman Garamendi who was a strong advocate in getting it stopped.

Consensus by Council to bring back as an agenda item a letter of support for Congress to

appropriate funds to dredge the channel according to their responsibilities.

2. American Rescue Plan Act (ARPA) Funding Update – (Deol: ideol@suisun.com).

Ms. Deol gave a report that staff is working on implementing Councils requests, creating new accounts in the departments to separate ARPA funds from General Fund and complying with Treasury guidelines. Final ARPA funding will come back on the November 2 meeting.

3. Housing Authority Update – (Lawton: klawton@suisun.com).

Kathy Lawton presented a brief update on number of vouchers issued, housing market and CAP Solano.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

4. Mayoral Appointments – (Wilson: lwilson@suisun.com).
 - a. Community Advisory Committee Appointments
 - Public Safety and Emergency Management Community Advisory Committee (Day/Hudson)
 - Environment and Climate Community Advisory Committee (Day)

Council Member Day did not have the opportunity to connect with her appointee.

Mayor Wilson comments that on December 14 at 5:30 pm in the Council Chambers there will be an Open House for Commission and Committee appointments. Chairs from those Commissions/Committees and staff will be there to speak on what it means to serve. Council Members are encouraged to go out and recruit for these Commissions and Committees.

CONSENT CALENDAR

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

City Council

5. Council Consideration and possible action to adopt Resolution No. 2021-105: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 19, 2021 through November 18, 2021– (City Attorney).

Joint City Council / Suisun City Council Acting as Successor Agency

6. Council/Agency Adoption of Joint Resolution 2021-106 and SA 2021-04: of the City Council of City of Suisun City and the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Suisun City Approving the Transfer of Certain City-Owned Real Property Located at 1240 Kellogg Street (APN: 0032-200-330) to the City of Suisun City– (Kearns: jkearns@suisun.com)

Joint City Council / Suisun City Council Acting as Successor Agency

7. Council/Agency Approval of August 2021 Payroll Warrants in the Amount of \$506,619.75, and Council/Agency Approval of the August 2021 Accounts Payable Warrants in the Amount

of \$901,865.37 – (Finance).

8. Council/Agency Approval of September 2021 Payroll Warrants in the Amount of \$485,076.58, and Council/Agency Approval of the August 2021 Accounts Payable Warrants in the Amount of \$831,254.34 – (Finance).

Public Comment

Item #5

George Guynn commented remote meetings are not as good as in person. Hopes Council keeps regular meetings as not everyone may have a computer or cell phone to participate.

Mayor Wilson explained this resolution gives Council the ability to act in a remote hybrid environment chosen by Council and that has not changed. People can participate based on their own needs.

Motion by Council Member Williams to approve the Consent Calendar and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

Steve Olry on his walk today accumulation of public damage; accident at Woodlark/Highway 12 damaged the planter box; 2 years ago, 5' wall knocked down in Petersen Ranch and nothing has been done there; large parcel behind Post Office looks like a years' worth of trash; hopes the City does the basic repairs along Highway 12; Shelduck Court large hole dug out in the middle of street for broken water line and nothing has been done there.

George Guynn commented he attended the Board of Supervisors meeting; inquired if Suisun City would get money for roads; City needs to put in requests to the County for money to fix infrastructure.

James Berg asked where the City stands on vaccine mandates for their employees: fire, police city employees; would like to see some type of policy; agenda item so people are aware of where we stand; is there some resource the City has or policy they are implementing going forward?

Mayor Wilson commented there are no mask or vaccine mandates for Suisun City; no vaccine mandates for Sol County or vaccine mandates for employees for the State of California.

Donna LeBlanc stated she is excited more activities are happening around our town; couple of weeks ago there was a Climate and Environmental festival and she was there with Adopt a Neighborhood and promoted attending Council meeting either in person or virtually. This Saturday at the Harbor Theater a craft festival, screening of the Ethnic Festival; Clean Team meeting at Merganser Drive; Adopt a Neighborhood meeting at Emperor and Highway 12; opportunities to volunteer in many organizations and hope people will come out and help.

Mayor Wilson stepped away from dais briefly.

Vice-Mayor Hernandez started the Public Hearing.

PUBLIC HEARING

9. HEARING

Council Adoption of Resolution No. 2021-107: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Deol: ldol@suisun.com).

Ms. Deol presented the staff report as provided in the packet.

Mayor Wilson returned to dais.

Mayor Wilson opened the Public Hearing.

There were no comments.

Mayor Wilson closed the Public Hearing.

Motion by Vice Mayor Hernandez moved to adopt Resolution No. 2021-107 and seconded by Council Member Williams. Motion carried by the following vote:

AYES: Day, Hernandez, Williams, Wilson

NOES: Hudson

10. PUBLIC HEARING

Council Decision to Implement a Major Service Change to Fairfield and Suisun Transit Fixed Route and Taxi Services within Suisun City effective January 1, 2022, and Approval of Suisun City Council Resolution No. 2021-108: Approving FY 2021-22 Transportation Development Act and American Rescue Plan of 2021 Fund Allocations to the City of Fairfield for Operation of Fairfield and Suisun Transit – (Folsom: gfolson@suisun.com).

Mayor Wilson introduced FAST and STA representatives present and on line.

- Diane Feinstein, Transportation Manager, City of Fairfield
- Amber Villareal, Transit Operations Manager
- Nigel Browne, Senior Management Analyst, Title VI Coordinator
- Terrence Strong, MV Transportation General Manager

On line

- Daryl Halls, STA Executive Director and members of his team
- Debbie McQuilkin
- Ron Grassy
- Brandon Thompson

Mr. Folsom explained proposed changes to Fairfield and Suisun Transit Fixed Route and Taxi Service within Suisun City effective January 1, 2022 as presented in the Staff Report provided in the packet.

Mayor Wilson opened the Public Hearing.

Diane Feinstein read email comments received by FAST.

Crystal Yahnel, Suisun City wrote that her son takes the bus to school and voiced concerns on how her son will get to and from school if routes are taken away.

Mikaela Cuevas, Vacaville wrote that she is wheelchair bound and taking Route 5 away would create a hardship; concerned about the elderly and disabled that use the system.

Maria Larios, Suisun City wrote that her children take the bus to Crystal and Armijo and will have no other way to get to school

Theresa, no last name wrote that she has taken the bus for 10 years and if Route 6 is taken away will there be a replacement bus for her stop?

Erik Copple, Suisun City wrote his son takes the bus and will have no other way to get to school; please don't let Council take away the only transportation to school these kids have.

Damian Coppel, Suisun City wrote that he takes Routes 5 & 6 to school and it is the only way he has to get there safely; don't stop the routes.

Dave White, Suisun City wrote to please not stop the routes that take her shopping or to get downtown; she relies on them to get back and forth.

No name or city listed wrote they have been riding the bus system since 1995 and thinks its awful to eliminate Routes 5 & 6; rides those routes frequently to get to Amtrak Station and is concerned for the children and elderly.

Laura Walker, Suisun City left voice mail saying she relies on the transit.

Joan Walker commented she visits Vacaville and that requires calling for transportation, if changes are made, she will have to make 6 calls for the transportation to make 3 stops; will app for pay by phone change?

Joan Thomas has been disabled since 2018 and it would be devastating if that service is taken away.

Tracy English commented she has an autistic son; was this study done because of COVID and ridership was down? Her son relies on Routes 5 & 6.

Minet Pasok commented that the routes shouldn't be eliminated; maybe a smaller bus could be used on those routes instead.

Tracy English commented eliminating Routes 5 & 6 would create hardships.

City Clerk Skinner spoke with Nicholas Nevels, Suisun City and he questioned what happens to the script for the Reduced Taxi Program if it goes away?

Donna LeBlanc thanked people for participating; thanked Council Member Williams for asking what happens to the children, bus pass system app, if we don't develop something like that for Lyft where people will then have to carry cash.

Elain Erickson commented she uses the bus every day; people need these routes and urges Council to find a way to keep the routes.

Shandra Daniels commented she relies on both routes and it would be very inconvenient if routes were removed.

#828 Barrows commented she never saw anything posted at local bus stop by her regarding that this was going to take place, all issues have not be worked out, very little is in place for replacement.

There being no further comments Mayor Wilson closed the Public Hearing.

There was continued discussion by Council and STA and FAST staff replied to the public comments.

Mayor Wilson commented that the Council could attend the October 28 virtual meeting; a Brown Act Notice would be posted if 3 or more members wished to attend. The Council Chambers could be made available for the meeting if enough of the public wished to attend.

Motion by Vice Mayor Hernandez to adopt Resolution No. 2021-108: Approving FY 2021-22 Transportation Development Act and American Rescue Plan of 2021 Fund Allocations to the City of Fairfield for Operation of Fairfield and Suisun Transit and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

GENERAL BUSINESS NONE

REPORTS: (Informational items only)

11. Council Updates

a. Council/Boardmembers

Council Member Day commented that the area on Cordelia road by Stagner Lumber is filthy and asked staff to look into cleaning the area.

Council Member Hudson commented on the good job done in cleaning the landscape median on Sunset Avenue; and there were more people living in the field at Sunset and Railroad.

Council Member Williams wished everyone a safe week; on October 23 Adopt a Neighborhood will be winterizing the planter boxes at the corners of Snow, Emperor, Woodlark and volunteers can meet at the corner of Hwy 12 and Emperor and this is the last project for 2021; starting January, 2022, new educational classes and the first one sponsored by Republic Services

regarding the new Bill 1383 requiring everyone to compost and class location date/time to be determined; FS Sewer District on November 3 goes hand in hand with the Adopt a Neighborhood Fund Raiser selling bulbs, virtual class on how to plant; November 11 will be the Veterans Day Celebration; Veterans Resource Fair; and thanked Mayor Wilson as she will be doing the opening address.

Vice Mayor Hernandez commented she had the opportunity to volunteer for the Alzheimer's Association and you can go to www.alz.org to still donate; remind everyone that we do have an Adopt a Street Program; Solano Land Trust had an event at Rush Ranch, it was a Truck or Treat and Environment Event as well; and extend an invitation that Rush Ranch is a very beautiful place to go relax, and destress and enjoy nature walks as well.

b. Mayor

- On Saturday, October 23 the San Francisco Ethnic Dance Festival on film at the Harbor Theater at Noon, 3pm and 7pm.
- Clean Team will meet at 333 Merganser at 9am
- On October 30 & 31 there will be tons of things to do for Halloween that run the gambit from very harvest to very spookiest. Follow the City's Facebook page or Solano Wing Trail for all the information.
- Sunday, October 31 from 2-4 pm at City Hall you're in for a very special treat from a few of your Council Members
- On Friday, December 3 the RPMA is hosting their very first Art Gala, tickets are available now and all proceeds go to the arts programs in Suisun City.

12. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 9:36pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: November 2, 2021

CITY AGENDA ITEM: Introduction and Waive Reading of Ordinance No. ____:- An Ordinance Of The City Council Of Suisun City Repealing and Replacing 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code With Chapter 2.28 (Fire Department). (Continued from October 5, 2021)

FISCAL IMPACT: There is no fiscal impact related to the modifications to Chapter 2.28

STRATEGIC PLAN: Provide Good Governance – Continuously improve the City’s governance process.

BACKGROUND: Chapter 2.28 Volunteer Fire Department was written and passed by council resolution in 1964. The Fire Department was staffed by Volunteer Suisun City residents, they would respond to the station in the event of an emergency call. There was not 24-hour staffing during this time period. A notice of public hearing, including a summary of proposed ordinance, was published as a legal notice in the Daily Republic newspaper.

STAFF REPORT: The daily operation and mission of the fire department has changed since the 1960’s. The suggested modifications not only reflect the changing operations but also takes into consideration gender equality in the verbiage of the municipal code.

RECOMMENDATION: It is recommended this item be continued to a later date to allow time for proper review.

ATTACHMENTS: None

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AGENDA TRANSMITTAL

MEETING DATE: November 2, 2021

COUNCIL AGENDA ITEM: PUBLIC HEARING: Repeal of Existing Chapter 8.10 to Title 8 of the Suisun City Municipal Code and its Replacement with a New Chapter 8.10 via Introduction of Ordinance No. __: An Ordinance of the City of Suisun City, California, Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act.

FISCAL IMPACT: Senate Bill 1383 (SB 1383) will potentially require additional staffing and administrative costs to both the City and its Franchise Hauler, Republic Services (Hauler), as well as capital outlays by the Hauler. At this time, an accurate account of additional costs is not known and will be not be known until actual program implementation is undertaken after amending the City’s agreement with the Hauler. SB 1383 implementations costs would most likely be recovered through (i) a refuse and recycling rate adjustment, and/or (ii) the recovery of City-incurred costs through administrative fees to be paid by the City’s Hauler to the City pursuant to the franchise agreement. At some point there will be a fee from the Hauler to address contaminated loads cost. This will be negotiated as part for the franchise agreement amendment.

STRATEGIC PLAN IMPACT: Ensure Public Safety, Provide Good Governance, and Enhance Environment.

BACKGROUND: Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or another enforceable mechanism requiring organic waste to be diverted from landfills. SB 1383 requires a statewide reduction of organic waste disposal reaching landfills by 75% and an increase in edible food recovery by at least 20% by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years.

The bill was enacted to reduce greenhouse gas emissions by diverting organic waste from landfills, as the decomposition of such materials emit methane, a climate pollutant 72 times more potent than carbon dioxide. Landfills are the third largest producer of methane and responsible for 21% of the state’s anthropogenic (caused by humans) methane emissions. Fossil fuel production and agriculture are the two largest sources of methane. Decomposing organic waste in landfills emits greenhouse gases—particularly methane—and greenhouse gases are the main contributors to global warming. The result is climate change, making our world increasingly hostile with rising temperatures, intensifying drought, more extreme weather events, and a nearly year-round wildfire season.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst
 Nouae Vue, Public Works Director
 Greg Folsom, City Manager

In accordance with SB 1383, by January 1, 2022, all jurisdictions must have a mandatory organic waste disposal reduction ordinance in place. Additionally, the bill mandates that all businesses and residents, as well as multi-family housing, to have access to recycling programs that capture food scraps and landscaping debris, among other organic waste items and divert them from landfills.

SB 1383 builds on Assembly Bill 1826 (AB 1826), which went into effect on April 1, 2016. AB 1826 currently requires any business generating two (2) or more cubic yards of commercial solid waste per week, and multi-family complexes with five or more units, to recycle their organic waste. Under AB 1826, multi-family complexes are only required to recycle landscape debris.

Hence, in coordination with the City's Hauler, the City continues the expansion of the existing organics program. The AB 1826 program leads into the January 1, 2022 implementation of SB 1383.

CalRecycle representatives have stated that passing an organic waste recycling ordinance by the implementation deadline of January 1, 2022, would demonstrate the City's intent to comply with the law. The ordinance must be submitted to CalRecycle by April 1, 2022. CalRecycle will expect jurisdictions to focus on compliance monitoring and education in 2022 and 2023 and may start taking enforcement action against non-compliant entities beginning January 1, 2024. The City is choosing to repeal and replace its existing Ordinance to meet the new CalRecycle requirements for SB 1383. A notice of public hearing, including a summary of proposed ordinance, was published as a legal notice in the Daily Republic newspaper.

STAFF REPORT: To meet the SB 1383 deadline of January 1, 2022, staff has been working with the City Attorney's Office and the City's waste haulers. to make planning and programmatic changes ahead of the January 1 deadline.

SB 1383 contains seven (7) components that the City must comply with:

- Ordinance Adoption. Adopt an ordinance implementing SB 1383 prior to January 1, 2022.
- Education and Outreach. Conduct annual community outreach and education to residents, schools, businesses, and edible food generators.
- Organics and Recycling Collection. Provide residents and businesses access to organics and recycling collection services.
- Contamination Monitoring. Conduct waste audits of trash, recycling, and organics routes to check bins for contamination.
- Procurement Requirements. Beginning January 1, 2022, the City must annually procure a certain quantity of recycled organic waste products including, but not limited to compost, mulch, and renewable natural gas. Additionally, the City is required to only

purchase paper products that are post-consumer recycled-content and to track such purchases.

- Edible Food Recovery. Identify edible food recovery generator businesses that are required to implement edible food recovery programs. This shall also include coordination with the County to facilitate capacity planning for food recovery.
- Annual Reporting. Maintain accurate and timely records of SB 1383 compliance for annual reporting to CalRecycle, including the implementation of the Green Building Code and the City's Model Water Efficient Landscape Program.

To accomplish the Ordinance updates required by CalRecycle, the existing Section 8.10 of the Municipal Code is being repealed and replaced in its entirety with a new Chapter 8.10. The existing Chapter 8.10 of the Municipal Code is provided as Attachment 2 with this Staff Report. All new content is adapted from the Model Mandatory Organic Waste Disposal Reduction Ordinance provided by CalRecycle. The main provisions of the ordinance are as follows:

- 1) Waste haulers are required to provide organic waste diversion services to all residential, multi-family, and commercial customers.
- 2) All City residents—including both single family generators and multi-family generators—and all City businesses are required to participate in the Hauler's organic waste diversion program by properly source separating their discarded materials and placing organic waste in the appropriate receptacle.
- 3) Qualifying commercial edible food generators are required to use a food recovery program for diverting edible food, and food recovery programs are required to keep records as specified by CalRecycle.
- 4) Qualifying private landscape projects that meet a minimum size threshold are required to comply with CalRecycle's Model Water Efficient Landscape Ordinance (MWELO).
- 5) As part of a recovered organic waste product procurement policy, City departments are required to purchase recycled content paper products (if fitness and quality are equal). A more detailed procurement policy will be drafted separately at a later date to include the purchase of other recovered organic waste products such as renewable gas from anaerobic digestion. CalRecycle will notify jurisdictions of their minimum procurement targets, which are linked to population, prior to January 1, 2022.
- 6) The City is authorized to conduct inspections to confirm compliance with this Ordinance by organic waste generators, and regulated entities are required to allow access to the City for inspections (with the exception of residential property interiors). This task may be managed by the City's franchise Hauler via the franchise agreement.
- 7) The City is authorized to issue notices of violation. This cannot be delegated to private entities.

In addition to adopting an organic waste recycling and food recovery ordinance, SB 1383 requires that the City have ordinances or other enforceable mechanisms in place for the following two programs:

- Compliance with the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020 (“CALGreen SB 1383 Baseline Requirements”). This includes construction and demolition (“C&D”) recycling requirements for Organic Waste commingled with C&D and for provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Code.
- Compliance with a Model Water Efficient Landscaping Ordinance (MWELO). This requires compliance with Sections 492.6(a)(3)(B) (C), (D), and (G) of the Model Water Efficient Landscaping Ordinance (MWELO) as amended September 15, 2015 (“MWELO SB 1383 Baseline Requirements”). MWELO requires new construction and landscaping projects to meet water efficient landscape standards for compost and mulch application. Incorporating organic matter like compost and mulch in landscaping increases water retention and promotes productive plant growth. Compost and mulch also provide many direct and indirect benefits when used in landscaping and as a component of systems and treatments designed for carbon sequestration, erosion control, fire remediation, stormwater management, and other uses.

The MWELO and CalGreen provisions specific to solid waste and recycling programs are reiterated in the proposed Ordinance for clarity and ease of administration and interpretation.

Although staff and the City Attorney’s office have closely followed direct guidance from CalRecycle with respect to the terms and provisions of this Ordinance, the programs enacted by SB 1383 (as implemented through the proposed Ordinance) are so new, complex, and comprehensive that there is some uncertainty as to how the programs will function in actual practice. Once staff and the City’s Hauler have performed actual implementation and work pursuant to the Ordinance, we may discover the need for additional fine-tuning of the Ordinance to accord with actual practice. Thus, the City Council should expect minor Ordinance revisions in the future.

Additionally, there are other SB 1383 jurisdictional requirements not intended to be addressed in the Ordinance, such as certain recordkeeping, contamination monitoring, and outreach and reporting requirements. These other requirements may need to be addressed separately in other policies, program implementation, municipal code, franchise agreements or other planning documents.

CALIFORNIA ENVIRONMENTAL QUALITY ACT: The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics, and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a “Project” for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

RECOMMENDATION: Staff recommends the City Council direct the City Attorney to read the title of the ordinance, waive further reading, and introduce the ordinance on a roll call vote.

Ordinance 2021-___: An Ordinance of the City of Suisun City, California, Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act.

ATTACHMENTS:

1. Ordinance 2021-___: An Ordinance of the City of Suisun City, California, Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act.
2. Existing Chapter 8.10 of Title 8 of the Suisun City Municipal Code
3. PowerPoint Presentation

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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING AND REPLACING EXISTING CHAPTER 8.10 OF TITLE 8 ("HEALTH AND SAFETY") IN THE SUISUN CITY MUNICIPAL CODE, WITH A NEW CHAPTER 8.10 ENTITLED "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION AND RECYCLING PROGRAMS," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations ("SB 1383 Regulations") place requirements on multiple entities including the City of Suisun City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and to reduce community food insecurity by requiring commercial edible food

generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, the requirements of AB 341, AB 1826, and the SB 1383 Regulations are now implemented by (i) the complete repeal of existing Chapter 8.10 in Title 8 of the Suisun City Municipal Code, and (ii) its replacement with a new Chapter 8.10 in Title 8 of the Suisun City Municipal Code as such replacement chapter is shown in Exhibit "A" hereto (the "Ordinance"); and

WHEREAS, on November 2, 2021, the City Council of the City of Suisun City held a duly noticed public hearing on the Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the above recitals and in the Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. The Ordinance is consistent with the City's General Plan, the Suisun City Municipal Code, and applicable Federal and State laws.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

SECTION 5. Existing Chapter 8.10 in Title 8 of the Suisun City Municipal Code is hereby repealed in its entirety and fully replaced with the Ordinance hereby adopted by the addition of a new Chapter 8.10, "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION AND RECYCLING PROGRAMS," in Title 8 of the Suisun City Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

1 **SECTION 6.** If the provisions in this Ordinance conflict in whole or in part with
2 any other City regulation or ordinance adopted prior to the effective date of this section, the
3 provisions in this Ordinance will control.

4 **SECTION 7.** If any subsection, subdivision, paragraph, sentence, clause or phrase
5 of this Ordinance is for any reason held to be invalid or unconstitutional by a of any court of
6 any competent jurisdiction, such decision shall not affect the validity of the remaining portion
7 of this Ordinance. The City Council hereby declare that it would have passed this Ordinance,
8 and each and every section, subsection, sentence, clause, and phrase thereof not declared
9 invalid or unconstitutional without regard to whether any portion of the ordinance would be
10 subsequently declared invalid or unconstitutional.

11 **SECTION 8.** This Ordinance shall take effect in accordance with the “Effective
12 Date” stated in Section 8.10.170 of Exhibit “A”, and the City Clerk shall cause it to be posted
13 and published in the Daily Republic, a newspaper of general circulation, printed, published
14 and circulated in the City in the manner required by law and shall cause a copy of this
15 Ordinance and its certification, together with proof of publication, to be entered in the Book
16 of Ordinances of the City.

17 **SECTION 9.** The City Clerk shall certify as to the passage and adoption of this
18 Ordinance and shall cause the same to be posted at the designated locations in the City of
19 Suisun City.

20 [SIGNATURES OF FOLLOWING PAGE]
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PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
of the City of Suisun City, California, on this _____ day of _____ 2021.

Lori D. Wilson, Mayor

ATTEST:

Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2021 and passed and adopted at a regular meeting of said City Council held on _____, 2021, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this _____ day of _____
_____ 2021.

Anita Skinner
City Clerk

EXHIBIT "A"

**CHAPTER 8.10 - SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL
REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION**

- 8.10.010 - Purpose and Findings.**
- 8.10.020 - Title of Ordinance**
- 8.10.030 - Definitions**
- 8.10.040 - Requirements for Single-Family Generators.**
- 8.10.050 - Requirements for Commercial Businesses.**
- 8.10.060 - Waivers for Generators.**
- 8.10.070 - Requirements for Commercial Edible Food
Generators.**
- 8.10.080 - Requirements for Food Recovery Organizations and
Services.**
- 8.10.090 - Requirements for Haulers and Facility Operators.**
- 8.10.100 - Self-Hauler Requirements.**
- 8.10.110 - Compliance with CALGreen Recycling
Requirements.**
- 8.10.120 - Model Water Efficient Landscaping Ordinance
Requirements (MWELO).**
- 8.10.130 - Procurement Requirements for City Departments,
Direct Service Providers, and Vendors.**
- 8.10.140 - Inspections and Investigations.**
- 8.10.150 - Enforcement**
- 8.10.160 - Coordination and Interpretation in Conjunction
With Related Solid Waste Ordinances.**
- 8.10.170 - Effective Date**

8.10.010 - Purpose and Findings.

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including Composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount

EXHIBIT “A”

of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.

D. The Short-lived Climate Pollutant Reduction Act of 2016, Senate Bill (“SB”) 1383, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

8.10.020 - Title of Ordinance.

This Chapter shall be entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection”.

8.10.030 - Definitions.

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City” means the City of Suisun City, California, within its jurisdictional boundaries.

EXHIBIT “A”

“City Enforcement Official” means the City Manager or his/her authorized designee(s) who is/are partially or wholly responsible for enforcing this Chapter.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined hereinbelow of this Section 8.10.030 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by a City to determine compliance with this Chapter.

“Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for Compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

“C&D” means construction and demolition debris composed of building materials, packaging and rubble resulting from the construction, remodeling, repair or demolition of pavements, houses, Commercial, industrial or agricultural buildings, and other structures.

“Designee” means an entity that a City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14

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CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including without limitation: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that, in City’s or its Designee’s reasonable opinion, would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the Generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or its Designee for collection services.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable temporary food facility as defined in Section 113841 of the Health and Safety Code; and

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3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is Compostable paper material that has come in contact with food or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, and Food-Soiled Paper.

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

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“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including without limitation a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

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“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including, without limitation, military installations, located within the boundaries of the City.
3. Prison(s) located within the boundaries of the City, excepting that private prisons are considered Commercial Businesses and do not fall within this definition.
4. Facilities operated by the State park system located within the boundaries of the City.
5. Public universities (including community colleges) located within the boundaries of the City.
6. County fairgrounds located within the boundaries of the City.
7. State agencies located within the boundaries of the City.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

“Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

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“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property

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manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

“Source Separated Blue Container Organic Waste” means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

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2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.10.040 - Requirements for Single-Family Generators.

Organic Waste Generators shall subscribe to a three container collection service which includes a Blue Container, Green Container and Gray Container, and shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements in the Suisun City Municipal Code and to the extent permitted by the Code.

A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 8.10.040(B). City or its Designee shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family Generators shall adjust their service level for collection services as requested by the City or its Designee. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

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8.10.050 - Requirements for Commercial Businesses.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 8.10.050(B), except Commercial Businesses that meet any and all Self-Hauler requirements set forth in this Chapter and Chapter 8.08. City or its Designee shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

B. Except Commercial Businesses that meet the Self-Hauler requirements in this Chapter and Chapter 8.08, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.10.100.
3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color

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requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements in Subsection 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.10.100.
6. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for Contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 8.10.140 of this Chapter to confirm compliance with the requirements of this Chapter.

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10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented by City at a later date, to evaluate Generator's compliance with this Section 8.10.050(B).
11. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.
12. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 8.10.100 of this Chapter.
13. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
14. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.10.070.

8.10.060 - Waivers for Generators.

A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.10.060(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.10.060(A)(2) below.
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

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3. Notify City if circumstances change such that Commercial Business’s Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every five (5) years, if City has approved de minimis waiver.

B. Physical Space Waivers – City may waive a Commercial Business’ or property owner’s obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 8.10.050. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City’s Public Works Director or his/her designee that it is still eligible for physical space waiver every five (5) years, if City has approved application for a physical space waiver.

8.10.070 - Requirements for Commercial Edible Food Generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the

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Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City’s designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than May 1st of each year commencing no later than May 1, 2022 for Tier One Commercial Edible Food Generators and May 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 8.10.070(C)(5)(c).

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of

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Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.10.080 - Requirements for Food Recovery Organizations and Services.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food

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Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than May 1, 2022.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.10.090 - Requirements for Haulers and Facility Operators.

A. Exclusive or non-exclusive franchised hauler(s), as applicable, providing residential, Commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before May 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 8.10.110 hereof.
4. The authorization of exclusive or non-exclusive franchised hauler(s), as applicable, to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, Contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement with the City.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion

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facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.10.100 - Self-Hauler Requirements.

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the Generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. A residential Organic Waste Generator that self-hauls Organic Waste, to the extent permitted by this Municipal Code, is not required to record or report information in Section 8.54.100(C).

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E. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.10.100(C) to the City if requested and within ten (10) days of such request.

8.10.110 - Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published City policies, ordinances, and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

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8.10.120 - Model Water Efficient Landscaping Ordinance Requirements (MWELo).

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 8.10.120.

B. The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this Chapter. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.10.120(A) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
2. The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.10.120(A) shall consult the full MWELo for all requirements.

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D. If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires jurisdictions to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.10.130 - Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

A. City departments, and direct service providers to the City, as applicable, must comply with the City-adopted procurement policy for Recovered Organic Waste Product Recycled-Content Paper.

B. All vendors providing Paper Products and Printing and Writing Paper to the City shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
5. Provide records to the City's designated personnel member for purposes of Recovered Organic Waste Product procurement recordkeeping in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as

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required in Sections 8.10.130(B)(3) and (B)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

8.10.140 - Inspections and Investigations.

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.
- B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's personnel or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises, or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives/personnel and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

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8.10.150 - Enforcement.

A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter include, but are not limited to, issuance of an administrative citation and assessment of a fine. In addition to the procedures in this Section 8.10.150, the City may enforce this Chapter consistent with the procedures in Chapter 1.20 of the Suisun City Municipal Code.

B. Other remedies allowed by law may be used for enforcement, including but not limited to civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official or his/her designee authorized and legally able to undertake such action.
 - a. The City Enforcement Official or his/her designee will interpret this Chapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - b. The City Enforcement Official or his/her designee may issue Notices of Violation(s).

D. Process for Enforcement

1. The City Enforcement Official or his/her designee will monitor compliance with this Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.10.140 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
 - a. For incidences of Prohibited Container Contamination found by City or its Designee in containers, City will issue a Notice of Violation to any Generator found to have Prohibited Container Contaminants in a container. Prior to issuance of a Notice of Violation, City's Designee may provide an informal warning(s) or notice(s) of Container Contaminants via cart tag. Thereafter, any

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Notice of Violation shall be provided by the City via mail within two (2) days after City determines a violation has occurred with respect to Prohibited Container Contaminants. If the City or its Designee observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s) in any calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 8.10.150(E).

- b. In addition to 8.10.150(D)(3)(a), Designee may implement through Designee's service rate structure a Contamination service charge for customers committing incidents of Prohibited Container Contamination. Designee shall provide such customers with written notice and/or cart tags, or such other procedures required under any contract, agreement, or similar contractual authorization between the City and its Designee, prior to levying any Contamination service charge. The foregoing Contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a Contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the City and its Designee assigned to collect Organic Waste.

4. With the exception of violations of Generator Contamination of container contents addressed under Section 8.10.150(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an Enforcement Action to impose penalties, via an administrative citation and fine.

Notices of Violation shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations. The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be \$50 per violation.
2. For a second violation, the amount of the base penalty shall be \$100 per violation.

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3. For a third or subsequent violation, the amount of the base penalty shall be \$250 per violation.

F. Compliance Deadline Extension Considerations. The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 8.10.150 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to the appeal procedures in Suisun City Municipal Code Section 1.20.150.

H. Education Period for Non-Compliance. Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section 8.10.150, as needed.

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J. Enforcement Table – Non-exclusive List of Violations.

Table 1 below provides a non-exclusive list of violations of this chapter which may subject an entity to an Enforcement Action pursuant to this Section 8.10.150.

Table 1. List of Violations

REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 8.10.050	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this Chapter, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 8.10.040 and 8.10.050	Organic Waste Generator fails to comply with requirements adopted pursuant to this Chapter for the collection and Recovery of Organic Waste.
Hauler Requirement Section 8.10.090	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Chapter.
Hauler Requirement Section 8.10.090	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this Chapter.
Hauler Requirement Section 8.10.090	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this Chapter.
Self-Hauler Requirement Section 8.10.100	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 8.10.070	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 8.10.070	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.

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REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Edible Food Generator Requirement Section 8.10.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 8.10.050 and 8.10.070	Failure to provide or arrange for access to an entity’s premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 8.10.070.	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 8.10.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 8.10.080	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 8.10.080.

8.10.160 - Coordination and Interpretation in Conjunction With Related Solid Waste Ordinances.

In interpreting this Chapter in conjunction with the City’s general Solid Waste regulations (Suisun City Municipal Code Chapter 8.08), in the event of any conflict between this Chapter and Chapter 8.08 that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and Food Waste collection, disposal, enforcement and penalties.

8.10.170 - Effective Date.

This Chapter shall be effective commencing on January 1, 2022.

Chapter 8.10 - RECYCLABLE MATERIALS

8.10.010 - Definitions.

For the purposes of this chapter the following words and phrases shall have the meanings as set forth hereinafter unless the context appears otherwise:

- A. "Authorized recycling agent" means that person, partnership, joint venture or corporation authorized by the city to collect recyclable materials pursuant to this chapter.
- B. "Charitable entity" means any organization or other entity maintained for community service, education or the public good, including service clubs, scouting organizations, religious and educational organizations and recognized charities.
- C. "Collect" means to take physical possession of materials at any commercial location, institutional location, multi-residential complex or residential unit of another.
- D. "Commercial entity" means any business, retail, office, professional or industrial premises or site including but not limited to motels and hotels and also including an "institutional entity" as defined by subsection G of this section and a "charitable entity" as defined by subsection B of this section.
- E. "Commercial location" means the premises or site of a commercial entity.
- F. "Designated collection location" means the place where an authorized recycling agent is to pick up segregated, recyclable materials. The location is identified by the license granted to the authorized recycling agent by the city and will customarily be the curbside of a residential neighborhood or the sites designated by the city manager and agreed to by the authorized recycling agent, for a commercial or institutional entity.
- G. "Institutional entity" means any location operated by a governmental entity, including city, county, state and/or federal buildings, public schools, colleges and public recreational sites, but "institutional entity" does not include the city of Suisun City.
- H. "Multiresidential complex" means any residential building, boardinghouse, apartment building, condominium complex, stock cooperative complex, or flats consisting of more than four independent dwelling units. "Multiresidential complex" does not include motel or hotel.
- I. "Person" means any tenant, lessee, business, occupant or owner of real property within the city.
- J. "Recyclable materials" means one or more of the following categories of materials collected and recycled or salvaged from within the city:
 - 1. Newspaper;
 - 2. Metal food and beverage containers;
 - 3. Glass;

4. Corrugated cardboard;
5. Plastic containers and plastic film;
6. Aluminum;
7. Grocery store paper sacks.

This list of recyclable materials may be modified by mutual agreement of the city council and the authorized recycling agent.

- K. "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste, and return them to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace. "Recycling" does not include merely sorting, shredding, stripping, compressing, storing, land filling with, or otherwise disposing of waste or other discarded materials.
- L. "Single-family residential unit" means any single-family dwelling, duplex, triplex, quadruplex, apartment house of four dwelling units or less, mobile home park coach, or condominium complex of four dwelling units or less. For the purposes of this chapter, each apartment, flat or dwelling unit of a duplex, triplex, quadruplex, four unit or less apartment house, mobile home park or four unit or less condominium complex shall be considered as a separate dwelling.
- M. "Segregated recyclable materials" means those recyclable materials which have been separated:
1. By the person from whom they are being collected;
 2. From refuse; and
 3. From all other recyclable materials to form one readily identifiable category of materials as set forth in subsection J of this section that is saleable without further sorting.

(Ord. 590 § 1(part), 1991)

8.10.020 - Authorized recycling agent.

- A. The city shall enter into a license agreement for recycling with a contractor experienced in, and with the expertise necessary to institute, a recycling program in the city.
- B. The term of the license agreement shall be determined by the city council.
- C. The city's official authorized recycling agent licensed in accordance with this section, shall be considered as and shall be an independent contractor and shall act under its own directions as to the manner of performing its work; and it shall keep itself and all of its employees insured against all liability under California worker's and employees insurance, compensation and safety laws and against public liability and property damage, including all such liability for use or operation of motor vehicles used in the performance of work hereunder. Such liability insurance shall be to

the minimum extent of three million dollars or an amount as may be set from time to time by the city or its designee for each incident of death or injury to persons and/or property. If the coverage limits set forth in this subsection are not reasonably obtainable through the insurance markets, the city manager shall meet and discuss with the authorized recycling agent the agent's inability to obtain such coverage, and to adjust the coverage limitations to conform to industry standards taking into consideration agent's demonstration that it is responsibly conducting its business and that coverage is not reasonably available at the coverage limits. Evidence of such insurance to the satisfaction of the city attorney shall be filed with city.

- D. An award of such license shall confer upon the entity to whom the license is awarded the exclusive right as the city's official authorized recycling agent hereunder, during the term of the license to collect, transport, sell and dispose of all recyclable materials collected at the designated collection location within the city and all provisions of this chapter applicable to the authorized recycling agent shall constitute and be part of any license awarded hereunder.
- E. The city council may enter into the license agreement pursuant to subsection A of this section, with or without having invited bids therefor.
- F. Prior to or upon expiration of such license agreement, the city council shall request, receive and consider bids or proposals, either on a competitive or sole source basis, for the continuation of the recycling program. The city council may extend or renew the license agreement for such a period and on such terms and conditions as the city council may deem necessary and appropriate.
- G. The city's official authorized recycling agent must offer recyclable materials collection service to all persons, residences and commercial entities (as defined by Section 8.10.010(D)) within the city limits pursuant to the terms and conditions of any license agreement for such service. The city council may establish standard regulations for the methods of collection of recyclable materials, collection service charges, frequency of pickup, and the civil and/or criminal remedies available for enforcing this chapter.

(Ord. 590 § 1(part), 1991)

8.10.030 - Recyclable material disposal—General requirements.

It is unlawful for any person receiving residential solid waste collection service to keep, deposit, bury or dispose of any recyclable materials, except as provided in this chapter, in or upon any private or public property, street, alley, sidewalk, gutter, park or upon the banks of any stream or creek in the city, or in or upon any of the waters thereof; and every person in the city who disposes of recyclable materials shall dispose of same only in the manner provided in this chapter.

(Ord. 590 § 1 (part), 1991)

8.10.040 - Collection service—Establishment.

- A. A recyclable materials collection service program is established and shall be available to all persons, residences, businesses and institutions in the city for the purpose of providing for the orderly and regular collection of recyclable materials within the city. Creation and operation of a collection program does not preclude the operation of certified recycling centers created pursuant to Division 12.1 of the California Public Resources Code and/or charitable entity recycling programs. The recyclable materials collection service program established by this section shall have four parts.
1. Residential Curbside Pickup. The authorized recycling agent shall provide curbside pickup of recyclable materials from residential customers. The rights and obligations of the city's authorized recycling agent for this part of the program are set forth in the license agreement described in Section 8.10.020.
 2. Waste Oil Recycling. The authorized recycling agent shall provide at least one location for citizens of the city to dispose of waste motor oil. The rights and obligations of the authorized recycling agent for this part of the program are set forth in the license agreement described in Section 8.10.020.
 3. Commercial and Institutional Recycling. The authorized recycling agent shall provide recycling containers at a minimum of ten locations for recyclable materials disposed of by commercial and institutional entities. The rights and obligations of the authorized recycling agent for this part of the program are set forth in the license agreement described in Section 8.10.020.
 4. City of Suisun City. The authorized recycling agent shall provide recycling containers at the city's civic center and other community facilities in adequate numbers to allow participation to the maximum extent possible in the recycling of recyclable materials. The rights and obligations of the authorized recycling agent shall be provided in the license agreement described in Section 8.10.020.
- B. Recyclable materials for donation, sale or collection by or to any person or entity other than the authorized recycling agent, may not be stored or transferred by use to the recycling receptacles described in this chapter, or any other containers used for recycling provided by the authorized recycling agent. Storage of recyclable materials at the designated collection location other than for pickup by the authorized recycling agent as defined herein, is prohibited.

(Ord. 590 § 1(part), 1991)

8.10.050 - Separation of recyclable and placement for removal.

- A. Persons desiring to participate in the city recycling program shall prepare and separate those recyclable materials that the city has contracted for pickup by the authorized recycling agent from garbage and refuse, and thereafter have the recyclable materials placed within receptacles as required by this chapter, at the designated collection location, for collection by the authorized

recycling agent. "Preparing" recyclable materials, as used in this subsection, includes but is not limited to, (1) removing the caps from bottles; (2) rinsing containers; and (3) removing labels from cans.

- B. Receptacles containing recyclable materials for residential units shall be placed at curbside for collection by the authorized recycling agent. Containers must be placed out on collection day, and removed from public view at the times specified in the agreement with the authorized recycling agent.
- C. Receptacles containing recyclable materials for multiresidential complex, commercial and/or institutional locations shall be of a size and serviceability designated by the authorized recycling agent and thereafter placed at the designated collection location.
- D. The city council shall adopt, by resolution, rules and regulations to further implement this section.

(Ord. 590 § 1(part), 1991)

8.10.060 - Receptacle specifications.

- A. Pursuant to the terms and conditions of any license between the city and authorized recycling agent, each residential unit shall be provided with suitable and sufficient receptacles to store segregated recyclable materials to be made available for curbside pickup. The color, style and markings of such receptacles shall be mutually agreed upon between the city and the authorized recycling agent.
- B. Initial provision of residential receptacles shall be made at no charge to all residents of the city. All such residential receptacles shall be and remain the property of the authorized recycling agent, and shall not be used for any purpose other than the segregation and curbside placement of recyclable materials. Participating persons relocating out of the city shall leave all residential receptacles at the premises. No person shall place segregated recyclable materials for pickup in anything other than the provided receptacles.
- C. It is the duty of every person participating in the recycling program to maintain receptacles in a reasonably safe and secure manner; and all such receptacles shall be so placed and kept at the designated collection location as to be accessible for removal and collection therefrom and placed such that they will not be a public nuisance or in any degree offensive.

(Ord. 590 § 1(part), 1991)

8.10.070 - Recycling program—Charges.

Each tenant, lessee, owner or occupant of each residential unit, as well as of each multiresidential, commercial and/or institutional entity situated within the city limits, shall pay the recycling charge, established by the license agreement between the city and the official authorized recycling agent. It is unlawful for any person to wilfully fail, neglect or refuse to pay the charge as provided in this section.

(Ord. 590 § 1(part), 1991)

8.10.080 - Private disposal of recyclable materials.

- A. Nothing contained in this chapter shall preclude any person, business or other entity from disposing of segregated recyclable materials without utilizing the city's official authorized recycling agent; provided, that the recyclable materials are disposed of by such persons individually or by his or her employee or employees to an authorized recyclable materials collection site or station that has been duly approved and authorized as such by appropriate governmental authority or other appropriate authority.
- B. Nothing herein contained shall prevent any person, business or other entity from allowing recyclable materials to be picked up, dropped off, or otherwise donated to any charitable entity.
- C. The use of the receptacles or other containers provided by the authorized recycling agent or the pickup of such recyclable materials from the designated collection location is prohibited by anyone other than the authorized recycling agent.
- D. Nothing herein contained shall inhibit, regulate or restrict any recycling center, nonprofit drop-off program or recycling processor as permitted by the Solid Waste Management Resource and Recovery Act of 1972 or the California Beverage Container Recycling and Litter Reduction Act of 1986.

(Ord. 590 § 1(part), 1991)

8.10.090 - Unauthorized collection of recyclable materials.

- A. Upon the placement of recyclable materials at a designated collection location for collection by an authorized recycling agent, the recyclable materials become the property of the authorized recycling agent.
- B. No person other than an authorized recycling agent shall remove recyclable materials which have been placed at a designated collection location. Each unauthorized collection from one or more designated collection locations shall constitute a separate and distinct offense punishable as provided in this chapter.
- C. The authorized recycling agent may bring a civil action against a person who violates subsection B of this section. A conviction for such violation does not exempt a person from a civil action brought by an authorized recycling agent. As an alternative or in addition to civil or criminal enforcement of this section, both the city and the authorized recycling agent have the independent authority to civilly enforce any provisions of this section, to and including the authority to seek treble damages pursuant to California Government Code 66764.


(Ord. 590 § 1(part), 1991)

8.10.100 - State regulations governing recycling.

The city acknowledges that in some respects the California Integrated Waste Management Act of 1989 and any successor legislation and amendments, preempts the city's regulation of the collection of recyclable materials. Any such state legislation amendments and/or mandates may required the city to modify or terminate any agreement authorized under this chapter. Additionally, the city shall be authorized to create charges to implement any programs initiated as a result of any such state legislation.

(Ord. 590 § 1(part), 1991)

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SENATE BILL 1383

Reducing Short-Lived Climate Pollutants
Required Ordinance Update
Public Hearing

City Council Meeting
November 2, 201

1

Overview – Senate Bill 1383

- Senate Bill 1383 (SB 1383)
 - *In 2016 Governor Brown signed SB 1383 establishing methane emissions reduction targets*
 - *Decomposition of organic waste in landfills creates methane gas which is a source of greenhouse gas (GHG) emissions which contributes to Climate Change.*
 - *Enforcing agency: CalRecycle*
 - *Major reduction goals:*
 - Statewide reduction in organics waste reaching landfill – 75% by 2025
 - Increase in recovery & distribution of leftover edible food – At least 20% by 2021
 - *Requirements for SB 1383 commence on January 01, 2022*
 - Updated Ordinance
 - Updated Agreement with Hauler(s)

2

Main Components – SB 1383

- Ordinance Adoption
- Education & Outreach
- Organics & Recycling Collection
- Contamination Monitoring
- Procurement Requirements
- Edible Food Recovery
- Annual Reporting
- *Honorary Mention – Update/amend franchise agreement to support SB 1383 requirements*

3

Main Components – SB 1383

- **Ordinance Adoption** - Adopt an ordinance implementing SB 1383 prior to January 1, 2022
- **Education and Outreach** - Conduct annual community outreach and education to residents, schools, businesses, and edible food generators.
- **Organics and Recycling Collection** - Provide residents and businesses access to organics and recycling collection services.
- **Contamination Monitoring** - Conduct waste audits of trash, recycling, and organics routes to check bins for contamination.

4

Main Components – SB 1383 – Con't

- Procurement Requirements. Beginning January 1, 2022, the City must annually procure a certain quantity of recycled organic waste products including, but not limited to compost, mulch, and renewable natural gas. Additionally, the City is required to only purchase paper products that are post-consumer recycled-content and to track such purchases.
- Edible Food Recovery. Identify edible food recovery generator businesses that are required to implement edible food recovery programs. This shall also include coordination with the County to facilitate capacity planning for food recovery.
- Annual Reporting. Maintain accurate and timely records of SB 1383 compliance for annual reporting to CalRecycle, including the implementation of the Green Building Code and the City's Model Water Efficient Landscape Program.

5

Municipal Code Updates – SB 1383 Chapter 8.10

- Hauler must provide organic waste diversion to all residential, multi-family, and commercial customers
- All customers must properly source separate all discarded material which includes planting organic waste in the appropriate container
- Qualifying commercial edible food generators must use food recovery program for diverting edible food
- Food recovery programs are required to keep records as specified by CalRecycle

6

Municipal Code Updates – SB 1383 Chapter 8.10 – Con't

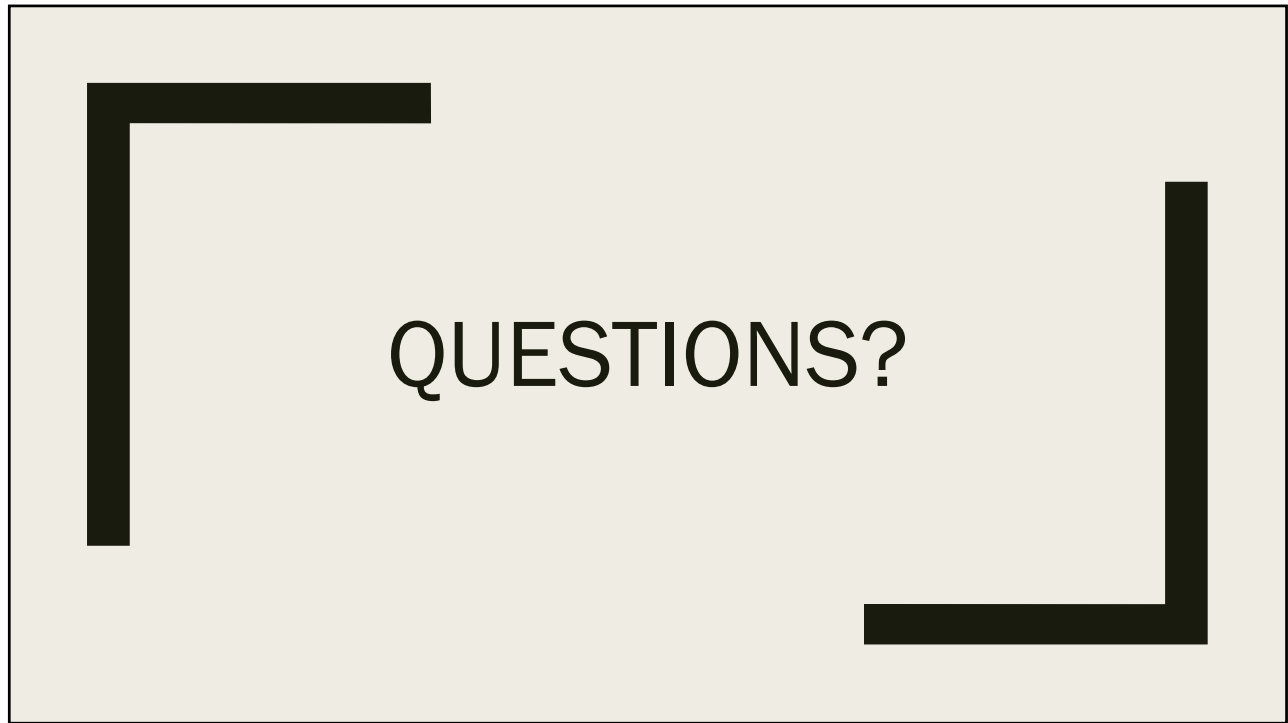
- Compliance CalRecycle's Model Water Efficient Landscape Ordinance (MWELO) when applicable
- Purchase of recycled content paper products (if fitness and quality are equal), as well as organic waste compost. Future purchase requirements include organic waste product such as renewable gas from anaerobic digestion
- Conducting inspections for compliance (per SB 1383 guidelines) to confirm compliance with Ordinance. May be subcontracted to Republic Services
- Authorizes the issue of Notices of Violation
- *Updated franchise agreement will align with Chapter 8.10 & SB 1383 requirements*

7

Staff Recommendation

- Open Public Hearing,
- Take Public Comments, and
- Close Public Hearing.
- Introduce & Waive the Reading of Ordinance No. ____:
Adding Chapter 8.10 to Title 6 ("Health and Sanitation") of the Suisun City Municipal Code, Entitled "Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs," to Enact Regulations in Compliance with Senate Bill (SB) 1383 for the Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption From the California Environmental Quality Act.

8



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AGENDA TRANSMITTAL

MEETING DATE: November 2, 2021

AUTHORITY AGENDA ITEM: Housing Authority Resolution No. HA 2021-___: Resolution of the Housing Authority of the City of Suisun City for Approval of a Disposition and Development Agreement with Harbor Park LLC for Sale and Development of APN 0032-101-420 and 0032-102-160, in the City of Suisun City

FISCAL IMPACT: Proceeds from this sale will come back to the Housing Authority for use on future affordable housing projects.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy; Provide Good Governance.

BACKGROUND: The subject property is owned by the Suisun City Housing Authority as housing successor to the former Redevelopment Agency. The property has been developed, owned and operated by the Suisun City Housing Authority as the Almond Gardens a 52-unit, multi-family apartment community developed in 1962.

Property:

707-815 Almond Street, City of Suisun City, a 3.19-acre site consisting of Assessor's Parcel Numbers 0032-101-420 and 0032-102-160 ("Site").

Existing Condition:

The Site currently is improved with fourteen (14) apartment buildings which are only partially occupied ("**Existing Facilities**"). Unfortunately, the Existing Facilities are seriously impaired by soil stability and subsidence problems due to its location in a flood plain which have made some of the buildings unsafe and threatens other buildings. It has been determined that it is not practical, either physically or financially, to repair the Existing Facilities.

STAFF REPORT: The Housing Authority (HA) was approached by Harbor Park LLC in 2020 to purchase the property for redevelopment. Since that time, staff has worked to bring a potential deal together.

Proposed Project:

Developer will purchase the Site pursuant to a Disposition and Development Agreement (DDA) which requires Developer to demolish the Existing Facilities in phases, relocate the 38 existing tenants in phases as may be needed, and prepare the Site to elevate it above the flood plain appropriately to permit construction of the new buildings. As part of the project, Developer will relocate the existing tenants in phases until the new facilities have been constructed after which the relocated existing tenants may have the right to be relocated to the new facilities.

01107.0013/748231.3

PREPARED BY:

REVIEWED/APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, Executive Director

The project will have seven new buildings consisting of (i) six apartment buildings each containing 16 apartment units; and (ii) one building which will contain the management office and an apartment unit for the manager. The project will contain 98 residential apartment units, as well as parking, common areas and landscaping.

Major Deal points:

Purchase price: \$850,000, per appraisal; escrow deposit of \$25,000

Escrow: Escrow will be at Placer Title Company and will close within 6 months following expiration of the due diligence period and provided Developer has obtained all necessary permits and approvals.

Low and Moderate Income Housing Asset Fund (LMIHAF) Contribution: LMIHAF contribution will be made on a pro rata basis for lower income units (80% or below of AMI), with the maximum contributions at \$850,000. The funds will be used for construction of “buildings and structures” for the affordable units (other than moderate income housing). Fund money will be used to raise and construct the building pad, construction of common areas, parking, and foundations. H&S 34176.1, 34176.

Relocation Costs: Tenant relocation costs will be provided as required by Gov’t Code § 7264; H&S Code 33415:

- For up to 42 months; or 48 months under certain conditions, per Gov’t Code § 7260(i)(3).
- The maximum payment required by Gov’t Code § 7264(b) is \$5,250 per person, to enable the person to lease or rent a comparable replacement dwelling for a period not to exceed 42/48 months. “Tenants in common [are] collectively entitled, as a “family” to only one payment of relocation benefits.” *Albright v. State* (1979) 101 Cal.App.3d 14.

Affordability Restriction: The Site will be subject to a recorded affordable housing covenant agreement as required by law restricting 52 replacement affordable units for low and moderate income persons for a minimum 55 years. Health & Safety Code § 33413(c). Furthermore, 52 Section 8 Vouchers will be attached to the Project.

Prevailing Wages: The project is not subject to prevailing wages as a result of the LMIHAF Contribution due to an exemption for affordable housing uses specified above. Labor Code 1720(c)(4), H&S 33334.2(e)(5), (7).

Surplus Land Act: Health and Safety Code Section 34312.3(b) grants housing authorities the power to sell, lease or otherwise dispose of real property without complying with any provision of law concerning disposition of surplus property if the proceeds of the sale or lease, net of the cost of sale, are used directly to assist a housing project for persons of low income. A housing authority relying upon Health and Safety Code Section 34312.3 for purposes of property disposition is required to hold a public hearing before disposing of the property. The explicit language of Health and Safety Code Section 34312.3 is consistent with Government Code Section 54226, which states

that no provision of the Act will be applied when it conflicts with any other provision of statutory law. Given that housing authorities are generally charged with creating and providing housing for low-income households, in most instances, when a housing authority is disposing of property it is likely to fall under Health and Safety Code Section 34312.3(b) and thus not be subject to the Surplus Land Act.

CEQA: Developer to pay initial deposit of \$20,000, for environmental review, pay all entitlement costs and indemnify City/HA. Likely a Mitigated or Negative Declaration. The biggest potential issue will be traffic impacts resulting from the additional units.

DDA Requirements:

- Developer will indemnify HA and City.
- Developer is solely responsible for all costs related to demolition, raising site above flood plain level and construction of the improvements.
- Developer is subject to development time requirements with an outside date to complete all improvements not later than 2 years from the close of Escrow.
- If Developer violates the DDA construction requirements, HA has a right of reverter with respect to the Site which can be exercised after default but prior to issuance of the Release of Construction Covenants.

STAFF RECOMMENDATION: It is recommended that the Housing Authority Board adopt:

1. A Resolution of the Housing Authority of the City of Suisun City for Approval of a Disposition and Development Agreement with Harbor Park LLC for Sale and Development of APN 0032-101-420 and 0032-102-160, in the City of Suisun City

ATTACHMENTS:

1. A Resolution of the Housing Authority of the City of Suisun City for Approval of a Disposition and Development Agreement with Harbor Park LLC for Sale and Development of APN 0032-101-420 and 0032-102-160, in the City of Suisun City.

2. **Almond Gardens Disposition and Development Agreement**

Attachment No. 1	Legal Description of Site
Attachment No. 1-A	Site Map
Attachment No. 2	Summary of Personal Property
Attachment No. 3	Scope of Development
Attachment No. 4	Schedule of Performance
Attachment No. 5	Grant Deed
Attachment No. 6	Bill of Sale
Attachment No. 7	Assignment of Contracts
Attachment No. 8	Assignment of Leases
Attachment No. 9	Regulatory Agreement
Attachment No. 10	Release of Construction Covenants

3. Almond Gardens Appraisal, Salmon and Garland, Dated February 24, 2021.
4. Almond Gardens Appraisal Addendum, Salmon and Garland, Dated October 16, 2021.
5. PowerPoint Presentation.

RESOLUTION NO. HA 2021-

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY
SUISUN CITY FOR APPROVAL OF A DISPOSITION AND
DEVELOPMENT AGREEMENT WITH HARBOR PARK LLC FOR
SALE AND DEVELOPMENT OF APN 0032-101-420 AND 0032-102-160,
IN THE CITY OF SUISUN CITY**

WHEREAS, the City of Suisun City Housing Authority, as the housing successor to the Suisun City Redevelopment Agency, owns certain developed real property identified as APN 0032-101-420 and 0032-102-160 at 707-815 Almond Street (Property).

WHEREAS, the existing facilities on the Property are seriously impaired by soil stability and subsidence problems due to its location in a flood plain which have made some of the buildings unsafe and threatens other buildings.

WHEREAS, due to the condition of the existing facilities, a number of the units cannot be leased or occupied.

WHEREAS, it has been determined that it is not financially feasible for the Housing Authority to repair the existing facilities, as the repairs would also require that the building pad be raised to above the floodplain.

WHEREAS, Harbor Park LLC (Developer) has expressed interest in purchasing the property to the Authority.

WHEREAS, an appraisal was prepared for the Property by Salmon and Garland on February 24, 2021, which indicates the value of the Property in its current condition to be \$850,000.00.

WHEREAS, the Developer indicated that he is willing to accept the purchase price of \$850,000.00 and the Authority wishes to sell the Property to the Developer for \$850,000.00.

WHEREAS, the Authority also wishes to ensure development of the Property for the benefit of the community as a multi-family project consisting of as many as 98 units, 52 of which will be affordable units subject to a 55-year covenant of affordability (the Project).

WHEREAS, as part of the Project, the Authority will allocate 52 Section 8 vouchers to the Project.

WHEREAS, the Authority has prepared a Disposition and Development Agreement which sells the Property to the Developer and ensures development of the Project on the Property for the benefit of the community upon specific terms and conditions (DDA).

WHEREAS, the Developer agrees with the terms of the DDA.

1 **WHEREAS**, the Authority finds that his Project is in the best and vital interests of
2 Authority and the City of Suisun City, and the health, safety and welfare of the existing tenants,
3 who will be relocated into newly built units, the residents and taxpayers in the City, and is in
4 accord with the public purposes and provisions of applicable state and local laws. Construction
of the New Project will provide additional jobs and will provide affordable housing in
accordance with the purposes and goals of Authority.

5 **WHEREAS**, a notice was published in the *Daily Republic* on October 18 and October
6 25, 2021, and sent out to interested parties, announcing the Housing Authority's consideration
of the DDA at a public hearing on November 2, 2021.

7 **WHEREAS**, on October 26, 2021, the Planning Commission of the City of Suisun City
8 adopted Resolution No. 21-12, finding the sale of the Property for redevelopment to be
9 consistent with the City's General Plan.

10 **NOW, THEREFORE**, the Housing Authority of the City of Suisun City does resolve
as follows:

11 1. The above recitals are true and correct, and are incorporated herein by reference.

12 2. The Disposition and Development Agreement between the Housing Authority
13 of the City of Suisun City and Harbor Park LLC is approved, subject to and conditioned upon
14 the following: (i) the Disposition and Development Agreement must be in final form approved
15 by the City Manager and Authority Counsel DDA (Final DDA); and (ii) within sixty (60) days
16 of adoption of this Resolution, the Developer must execute three (3) copies of the Final DDA
and deliver same to Housing Authority together with all related documents and deposit as
required by the Final DDA.

17 3. The proceeds from the sale of the Property, net of the cost of sale, shall be set
18 aside in a separate fund and used directly to assist a housing project for persons of low income.

19 4. The Housing Authority Board finds that pursuant to the Class 32 "in-fill"
20 categorical exemption (CEQA Guideline Section 15332), this Project is exempt from
21 environmental review, because the project is defined as an in-fill development project, located
22 on no more than five acres, has no native vegetation or watercourses present on site, can be
adequately served by all required utilities and public services, and the existing street network
has adequate capacity to accommodate the anticipated traffic from the proposed Project.

23 5. The Executive Director of the Housing Authority is empowered to execute the
24 agreement in substantially the form attached hereto. The Executive Director, in consultation
25 with the Housing Authority Counsel, may make changes to the documents as may be needed
26 to ensure internal consistency and to reflect the Housing Authority's approval herein.

PASSED AND ADOPTED at the Regular Meeting of the Housing Authority of the City of Suisun City duly held on Tuesday, the 2nd day of November 2021, by the following vote:

AYES: Board members: _____
NOES: Board members: _____
ABSENT: Board members: _____
ABSTAIN: Board members: _____

WITNESS my hand and the seal of said Authority this 2nd day of November 2021.

Anita Skinner
Housing Authority Secretary

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DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

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

(“Authority”)

AND

**HARBOR PARK, LLC,
a California Limited Liability Company**

(“Developer”)

Almond Gardens Apartments

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2021 by and between the SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic ("**Authority**"), and HARBOR PARK, LLC, a California Limited Liability Company ("**Developer**"). The parties agree as follows:

IV. (§100) PURPOSE OF THE AGREEMENT

A. Background. As set forth in this Agreement, Authority intends to sell the real property located at 707-815 Almond Street in the City of Suisun City constituting Assessor's Parcel Numbers 0032-101-420 and 0032-102-160 ("**Site**") to Developer. The Site currently is improved with thirteen (13) apartment buildings which are partially occupied ("**Existing Facilities**"). Unfortunately the Existing Facilities are seriously impaired by soil stability and subsidence problems due to its location in a flood plain which have made some of the buildings unsafe and threatens other buildings. It has been determined that it is not practical - either physically or financially - to repair the Existing Facilities.

B. Project. Developer proposes to purchase the Site, demolish the Existing Facilities in phases, commit to relocate the thirty-eight (38) existing tenants ("**Existing Tenants**") in phases, and prepare the Site to elevate it above the flood plain appropriately to permit construction of seven (7) new buildings on the Site ("**New Facilities**") (collectively the "**Project**"). As part of the Project, Developer will relocate the Existing Tenants in phases until the New Facilities have been constructed after which the relocated Existing Tenants may have the right to be relocated to the New Facilities.

The New Facilities will consist of seven (7) new buildings consisting of: (i) six (6) apartment buildings each containing sixteen (16) residential apartment units, and (ii) one (1) building which will contain the management office and an apartment unit for the manager. The New Facilities will contain ninety-six (96) residential apartment units (individually a "**Unit**" and collectively "**Units**"). The New Facilities will also include appropriate parking, common areas and landscaping, as generally depicted in the concept site plan set forth in Attachment A-1 attached hereto.

As material inducement and consideration for Authority to enter into this Agreement, Developer shall execute and acknowledge a covenant agreement to restrict the rental of fifty-two (52) Units to qualified family households for a period of fifty-five (55) years. The affordability restrictions are material consideration to Authority entering into this Agreement and Authority would not enter into this Agreement or otherwise provide some financial assistance without the affordability restrictions. The balance of the Units will not be restricted.

This Project is in the best and vital interests of Authority and the City of Suisun City ("**City**"), and the health, safety and welfare of the Existing Tenants, the residents and taxpayers in the City, and is in accord with the public purposes and provisions of applicable state and local laws. Construction of the New Project will provide additional jobs and will

provide affordable housing in accordance with the purposes and goals of Authority.

V. (§200) DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§ 201) Affiliate.

The term “**Affiliate**” shall mean any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Developer, which shall include, without limitation, each of the constituent members of Developer’s limited liability company. For this provision, “**control**” means (i) with respect to a person that is a corporation, the right to exercise, directly or indirectly, at least fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and (ii) with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

B. (§ 202) Affordable Rent.

“**Affordable Rent**” shall be the maximum rent and other charges permitted by the Authority for “Section 8” project based voucher units. The Affordable Rent (assuming a tenant only pays for gas and electricity and no other services) as of October 2021 for a one (1) bedroom is \$1,563.00 and for a two (2) bedroom is \$1,786.00.

C. (§ 203) Affordable Restricted Unit.

The term “**Affordable Restricted Unit**” shall mean fifty-two (52) residential Units in the Project, each of which is restricted to occupancy by this Agreement and the Regulatory Agreement to a Qualified Affordable Tenant. “**Affordable Restricted Units**” shall mean and refer collectively to the Affordable Restricted Units located on the Site.

D. (§ 204) Agreement.

The term “**Agreement**” shall mean this entire Agreement, including all exhibits, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference. The Attachments included with this Agreement include the following:

Attachment No. 1	Legal Description of Site
Attachment No. 1-A	Site Map
Attachment No. 2	Summary of Personal Property
Attachment No. 3	Scope of Development
Attachment No. 4	Schedule of Performance
Attachment No. 5	Grant Deed
Attachment No. 6	Bill of Sale
Attachment No. 7	Assignment of Contracts
Attachment No. 8	Assignment of Leases
Attachment No. 9	Regulatory Agreement

Attachment No. 10	Release of Construction Covenants
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E. (§ 205) Appraisal.

The term “**Appraisal**” shall mean that certain appraisal prepared by Garland & Salmon dated as of February 24, 2021 which established the Purchase Price for the Site.

F. (§ 206) Appraised Value.

The term “**Appraised Value**” shall mean the fair market value established in the Appraisal and shall be the Purchase Price for the Site.

G. (§ 207) Assignment of Contracts.

The term “**Assignment of Contracts**” shall mean the assignment and assumption agreement by Developer of the Existing Service Contracts in the form attached hereto as Attachment No. 7 as of the Closing.

H. (§ 208) Assignment of Leases.

The term “**Assignment of Leases**” shall mean the assignment and assumption agreement by Developer of the Existing Leases in the form attached hereto as Attachment No. 8 as of the Closing.

I. (§ 209) Authority.

The term “**Authority**” shall mean the Suisun City Housing Authority.

J. (§ 210) Authority Financial Flood Plain Offset .

The term “**Authority Financial Flood Plain Offset**” shall have the meaning ascribed in Section 403(2).

K. (§ 211) Bill of Sale.

The term “**Bill of Sale**” shall mean the bill of sale in the form attached hereto as Attachment No. 6 whereby Authority transfers all Personal Property owned by Authority with respect to the Existing Facilities which will be transferred to Developer at the Closing.

L. (§ 212) City.

The term “**City**” shall mean the City of Suisun City, California.

M. (§ 213) Closing.

The term “**Closing**” or “**Closing Date**” shall mean the closing of Escrow by the Escrow Agent recording the Grant Deed and the Regulatory Agreement, distributing the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance.

N. (§ 214) Days.

The term “**days**” shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

O. (§ 215) Deposit.

The term “**Deposit**” shall mean the sum of Twenty-Five Thousand Dollars (\$25,000) delivered by Developer to Escrow Agent as set forth in the Schedule of Performance to be applied to the Purchase Price at the Closing.

P. (§ 216) Effective Date.

The term “**Effective Date**” shall mean the date this Agreement is executed by Authority and Developer after it has been approved by Authority at a public hearing.

Q. (§ 217) Enforced Delay.

The term “**Enforced Delay**” shall mean any delay described in Section 903 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 903.

R. (§ 218) Escrow.

The term “**Escrow**” shall mean the escrow established pursuant to this Agreement for the conveyance of title to the Site from Authority to Developer.

S. (§ 219) Escrow Agent.

The term “**Escrow Agent**” shall mean Placer Title Company which shall act as the Escrow Agent for this transaction. The Escrow Agent contact shall be Kelly Guglielmo at Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, California 94534; (707) 429-2211; email address: kuglielmo@placertitle.com.

T. (§ 220) Existing Facilities.

The term “**Existing Facilities**” shall mean the fourteen (14) existing apartment structures and related improvements located on the Site as of the Closing.

U. (§ 221) Existing Contracts.

The term “**Existing Contracts**” shall mean all the existing service contracts with vendors supplying services to the Existing Project which are not being terminated prior to Closing and will be assigned to and assumed by Developer at Closing.

V. (§ 222) Existing Lease Agreements.

The term “**Existing Lease Agreements**” shall mean all the lease agreements for all Existing Tenants which will be assigned to and assumed by Developer at Closing.

W. (§ 223) Existing Tenants.

The term “**Existing Tenants**” shall mean all tenants occupying the Existing Facilities at the Site as of the Closing.

X. (§ 224) Feasibility Period.

The term “**Feasibility Period**” shall mean the ninety (90) day period as defined in Section 401 in which Developer shall determine whether the physical condition of the Site is suitable for Developer's intended use in accordance with this Agreement.

Y. (§ 225) Grant Deed.

The term “**Grant Deed**” shall mean that Grant Deed in substantially the form attached hereto as Attachment No. 5 by which Authority as Grantor will convey fee title to the Site to Developer as grantee.

Z. (§ 226) Housing Fund.

The term “**Housing Fund**” shall mean Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code

AA. (§ 227) Low Income Household.

The term “**Low Income Household**” shall mean a household whose income does not exceed eighty percent (80%) of the area median income for Solano County, adjusted for applicable household size, as computed in accordance with Health & Safety Code Section 50079.5 and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Section 50093, or any successor statute.

BB. (§ 228) Manager's Unit.

The term “**Manager's Unit**” shall mean the one (1) residential housing unit within the building in the Project that shall be designated by Developer as the management office and the residence of a Qualified Manager. The Manager's Unit shall not be a restricted Affordable Restricted Unit.

CC. (§ 229) Manager.

The term “**Manager**” shall mean Camran Nojoomi.

DD. (§ 230) [Intentionally Omitted]

EE. (§ 231) New Facilities.

The term “**New Facilities**” shall mean the new improvements which are to be constructed by Developer in phases as part of the Project.

FF. (§ 232) Opening of Escrow.

Escrow shall be deemed open when a fully executed copy of this Agreement and the Deposit are delivered to Escrow Agent.

GG. (§ 233) Personal Property.

The term “**Personal Property**” shall mean all personal property owned by Authority and used in connection with the maintenance and operation of the Existing Facilities which is summarized on Attachment No. 2 attached hereto.

HH. (§ 234) Project.

The term “**Project**” shall mean the New Facilities to be constructed by Developer on the Site as described in the Scope of Development attached hereto as Attachment No. 3.

II. (§ 235) Project Budget.

The term “**Project Budget**” shall mean the budget for the Project to be approved by the Authority during the Feasibility Period.

JJ. (§ 236) Purchase Price.

The term “**Purchase Price**” means the sum of Eight Hundred Fifty Thousand Dollars (\$850,000). The Purchase Price is the fair market value as established by the Appraisal.

KK. (§ 237) Qualified Manager.

The term “**Qualified Manager**” shall mean the resident manager of the Project who is selected and retained by Developer pursuant to the Regulatory Agreement. The Qualified Manager shall reside in the Manager’s Unit within the Project as designated by Developer. The Manager’s Unit shall be restricted to occupancy by the Qualified Manager and his/her household.

LL. (§ 238) Qualified Affordable Tenant.

The term “**Qualified Affordable Tenant**” shall mean those households seeking to rent an Affordable Restricted Unit who qualify to receive a “Section 8” project based housing voucher by the Authority, which shall include Low Income Households.

MM. (§ 239) Relocation Expenses.

The term “**Relocation Expenses**” shall mean all expenses necessary to relocate the Existing Tenants in phases during the construction process to either Existing Facilities or New Facilities. In no event shall Relocation Expenses include costs to relocate Existing Tenants to facilities which are not either Existing Facilities or New Facilities unless Developer and Authority deem it necessary to relocate any Existing Tenants to facilities outside of the Project to accommodate the construction of any of the New Facilities. Any

Existing Tenants relocated outside of the Project will be provided the opportunity to relocate back to the Project once the applicable New Facility is completed.

NN. (§ 240) Regulatory Agreement.

The term “**Regulatory Agreement**” shall mean the Regulatory Agreement attached hereto as Attachment No. 9 which shall be recorded at the Closing and shall run with the Site and which provides for the proper maintenance of common facilities and improvements and the management and use of the Project which includes the limitations on occupancy, residency, and use of the Affordable Restricted Units.

OO. (§ 241) Release of Construction Covenants.

The term “**Release of Construction Covenants**” shall mean that document prepared in accordance with Section 513 of this Agreement, in the form attached as Attachment No. 10, which shall evidence that the construction and development of the New Facilities have been satisfactorily completed.

PP. (§ 242) Security Deposits.

The term “**Security Deposits**” shall mean the security deposits held by Authority pursuant to the Existing Leases which amount shall be credited to Developer at Closing.

QQ. (§ 243) Senior Financing; Construction & Permanent Loans.

The term “**Senior Financing**” and terms related to it shall refer to the following: the loan(s) taken out by Developer from third party lenders to (i) fund the construction of the Project during the construction phase (“**Construction Loan**”) and (ii) provide permanent financing after completion of the improvements replacing the Construction Loan (“**Permanent Loan**”).

RR. (§ 244) Site.

The term “**Site**” shall mean the real property consisting of approximately 3.17 acres (APNs 0032-101-420 and 0032-102-160) legally described on Attachment No. 1.

SS. (§ 245) Site Map.

The Project shall be located upon the Site, which is within the City, as shown in the “**Site Map**” attached hereto as Attachment No. 1-A.

(§ 246) [Intentionally Omitted]

TT. (§ 247) Surplus Land Act.

The term “**Surplus Land Act**” shall mean California Government Code Sections 54220 et seq. and the applicable regulations which applies to the disposition of surplus real estate by governmental agencies.

UU. (§ 248) Title.

The term “**Title**” shall mean the fee title to the Site which shall be conveyed to Developer pursuant to the Grant Deed.

VV. (§ 249) Title Company.

The term “**Title Company**” shall mean Placer Title Company.

WW. (§ 250) Title Officer.

The term “**Title Officer**” shall mean Eric Seastrom at Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, California 94534; (707) 429-2211; email address: eseastrom@placertitle.com.

XX. (§ 251) Units.

The term “**Units**” shall mean all the residential apartment units in the Project including both the Affordable Restricted Units and the Unrestricted Units.

YY. (§ 252) Unrestricted Unit.

The term “**Unrestricted Unit**” shall mean and refer to each of the forty-four (44) residential units in the Project which are not restricted as an Affordable Restricted Unit. “**Unrestricted Units**” shall mean and refer collectively to all the Units on the Site which are not restricted as Affordable Restricted Units located on the Site.

VI. (§300) PARTIES TO THE AGREEMENT; SURPLUS LAND ACT.

A. (§301) Authority.

1. **Authority.** Authority is a public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Housing Authority Law of the State of California (Health and Safety Code Section 34200, *et seq.*). The office of Authority is located at 701 Civic Center Blvd, Suisun City, California 94585. The term “**Authority**,” as used in this Agreement, includes the Suisun City Housing Authority and any assignee of, or successor to, its rights, powers and responsibilities.

2. **FIRPTA.** Authority is not a “foreign person” within the parameters of the Foreign Investment in Real Property Tax Act (“**FIRPTA**”) or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or Authority has complied and will comply with all the requirements under FIRPTA or any similar state statute.

3. **No Conflict.** Authority’s execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which Authority is a party or by which it is bound.

4. **No Litigation.** To Authority’s actual knowledge, there is no threatened or pending litigation against Authority challenging the validity of this Agreement or any of the actions proposed to be undertaken by Authority or Developer pursuant to this Agreement. “**Actual knowledge**,” as used herein, shall not impose a duty of investigation, and shall be

limited to the actual knowledge of Authority's employees and agents who have participated in the preparation of this Agreement and Developer's acquisition of the Site.

5. Authority's Participation. Authority's participation in the Project is solely as seller of the Site and Authority is not participating in the Project as a developer or owner. Any actions by Authority which are not fully consistent with Authority's role as seller of the Site are intended only to carry out routine government functions and impose constitutionally or statutorily authorized conditions acceptable to Developer. As such, the Project and Authority's participation through this Agreement are outside the scope of California Constitution Article XXXIV and its enabling legislation.

B. (§302) Developer.

1. Identification. Developer is Harbor Park, LLC, a California limited liability company, or its transferee as described in Section 303. The principal office of Developer for the purposes of this Agreement is located at 9700 Village Center Drive, Suite 120, Granite Bay, CA 95746. Developer represents and warrants to Authority that, as of the Effective Date and the Closing Date, Developer is and will be qualified to do business, is in good standing under the laws of the State of California, and has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

2. Successors and Assigns. Except as may be expressly provided herein below, all of the terms, covenants, and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Developer and the permitted successors, assigns and nominees of Developer as to each portion of the Site. Wherever the term "**Developer**" is used herein, such term shall include any permitted successors and assigns of Developer as herein provided.

3. Qualifications. The qualifications and identity of Developer are of particular concern to Authority, and it is because of such qualifications and identity that Authority has entered into this Agreement with Developer. Authority has considered the experience, financial capability, and product being marketed by Developer, the Site location and characteristics, the public costs of acquiring and developing the Site and return on investment, and the product mix necessary to produce a Project. Based upon these considerations, Authority has imposed those restrictions on transfer set forth in this Agreement.

C. (§303) Restrictions on Transfer.

1. Transfer Defined. As used in this Section, the term "**Transfer**" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon, and conveyance of the Site from Authority to Developer, a limited partnership or a limited liability company in which Developer (or its affiliate) is the administrative general partner or managing member (as applicable), provided for in this Agreement. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Developer in the aggregate, taking all transfers into account on

a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the Transferor's immediate family. In the event Developer or its successor is a corporation or trust, such Transfer shall refer to the Transfer of the issued and outstanding capital stock of Developer, or of beneficial interests of such trust. In the event that Developer is a limited or general partnership, such Transfer shall refer to the Transfer of more than twenty-five percent (25%) of the limited or general partnership interest. In the event that Developer is a joint venture, such Transfer shall refer to the Transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all Transfers into account on a cumulative basis.

2. Restrictions Prior to Completion. Prior to issuance of the Release of Construction Covenants, Developer shall not Transfer this Agreement or any of Developer's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Authority, which shall not be unreasonably withheld, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval to any Transfer by Developer of its interest in the Site before the issuance of the Release of Construction Covenants, which Transfer requires Authority approval, Authority shall consider factors such as (i) whether the completion or implementation of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (iii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of a specific written agreement by Authority, prior to the issuance of a Release of Construction Covenants, no Transfer by Developer of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring Authority approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to Authority an assumption agreement, in a form approved by Authority, assuming such obligations.

3. Exceptions. The foregoing prohibition shall not apply to any of the following, all of which shall constitute "**Permitted Transfers**" and shall not require the prior consent of Authority:

a. Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 512, but Developer shall notify Authority in advance of recording any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

b. Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance

the acquisition of and improvements on the Site, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors.

c. A transfer in connection with a foreclosure or deed-in-lieu of foreclosure under any mortgage, deed of trust, or other form of conveyance described in subsection (a) above.

d. The granting of easements or licenses to any appropriate governmental agency or utility or permits to facilitate the development and/or operation of the Site.

e. A sale or Transfer of forty-nine percent (49%) or more of ownership or control interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or Transfers to a corporation or partnership in which the immediate family members or shareholders of the Transferor have a controlling majority interest of fifty-one percent (51%) or more.

f. A sale or Transfer to a California limited partnership in which Developer, or an Affiliate of Developer, is a general partner or to a California limited liability company in which Developer, or an Affiliate of Developer is the managing member. The term “**Affiliate**” shall mean (i) any entity in which Developer directly or indirectly owns or controls fifty percent (50%) or more of the voting and/or membership interests, or (ii) any entity in which the owner(s) of Developer directly or indirectly own or control fifty percent (50%) or more of the voting or membership interest.

g. The admission of a nonprofit corporation or a limited liability company wholly owned by a nonprofit corporation as a managing general partner of Developer, or the permitted successor thereof.

h. Execution of residential leases for the Units in the ordinary course of operations of the Site.

4. Restrictions After Completion. Subsequent to the issuance of the Release of Construction Covenants, except as set forth in Section 303.3 above, Developer may not sell, Transfer, convey, hypothecate, assign or lease all or any portion of its interest in the Site without complying with any Transfer restrictions contained within the Grant Deed and the Regulatory Agreement, as applicable.

(§304) Applicability of Surplus Land Act. The parties believe that the sale of the Site under this Agreement is exempt from the Surplus Land Act under Section 54224 and the applicable regulations due to the Regulatory Agreement.

VII. (§400) ACQUISITION AND DISPOSITION OF THE SITE

A. (§ 401) Feasibility Period.

As soon as practicable after the Effective Date, Authority shall deliver to Developer

any and all documents related to the Site which it has in its possession and control including all Existing Leases, all Existing Contracts, a rent roll (which shall include any defaults and security deposits), and any other reports regarding the Site in Authority's possession ("**Due Diligence Documents**"). Due Diligence Documents shall not include the title information which shall be governed pursuant to Section 408.

Developer shall have a period of ninety (90) days from the date that Authority provides to Developer copies of all Due Diligence Documents ("**Feasibility Period**").

During the Feasibility Period, Developer shall have the right to inspect the physical condition of the Site for the Project and, at its sole cost and expense, cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Developer, in its sole discretion, may desire, to permit Developer to determine the suitability of the Site for the uses permitted by this Agreement to conduct such other review and investigation which Developer deems appropriate to satisfy itself to acquire the Site. Developer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Site, including zoning and land use issues and conditions imposed upon the Site by governmental agencies. During the Feasibility Period, Developer shall have access to the Site provided it complies with the provisions of Section 409.4.

Developer shall notify Authority on or before the end of the Feasibility Period, in writing, whether Developer has approved or disapproved the results of its investigation, such approval or disapproval to be given or withheld in Developer's reasonable discretion. If Developer disapproves the results of its investigations, such disapproval shall terminate the Agreement, in which case the Deposit will be returned to Developer as specified in Section 405, and the parties shall have no further obligations to the other under this Agreement. If Developer approves the results of its investigations, this Agreement shall remain in full force and effect, the Deposit shall become non-refundable (except in the case of a material Default by Authority), and the parties hereto shall have all of the rights and obligations as set forth herein. Failure of Developer to notify Authority of its approval or disapproval before the end of the Feasibility Period shall be conclusively deemed Developer's disapproval hereunder.

During the Due Diligence Period, Authority shall prepare for Developer's approval the exhibits to both the Assignment of Contracts and the Assignment of Leases.

B. (§ 402) Conveyance.

In accordance with and subject to all the terms, covenants and conditions of this Agreement including the Schedule of Performance and payment of the Purchase Price, Authority agrees to convey the Site to Developer subject to the terms of the Grant Deed and Regulatory Agreement, and Developer specifically agrees to accept the Site in AS-IS condition and subject to the covenants to develop the Site for the uses consistent with the Scope of Development and the permissible uses as further described in Section 601, the Grant Deed and the Regulatory Agreement. The Purchase Price is the fair market value of the Site pursuant to the Appraisal.

C. (§ 403) Financial Capability; Authority Financial Flood Plain Offset .

1. Financial Capacity. Within the time set forth in the Schedule of Performance, Developer shall submit to Authority's Executive Director for approval evidence reasonably satisfactory to the Executive Director that Developer has the financial capability necessary for development of the Project thereon pursuant to this Agreement. Such evidence of financial capability shall include all of the following:

i. Reliable cost estimates for Developer's total cost of developing the Project (including both "hard" and "soft" costs).

ii. A copy of Developer's financing plan and loan proposal to finance the development of the Project, or such other documentation reasonably satisfactory to the Executive Director sufficient to demonstrate that Developer has adequate funds available and interest to finance the development of the Project.

iii. A financial statement and/or other documentation reasonably satisfactory to the Executive Director sufficient to demonstrate that Developer has adequate funds to build and complete the Project available and/or committed considering all sources specified in this Agreement and the proceeds of the construction loan commitment.

Developer covenants and agrees to take all action, furnish all information, give all consents, and pay all sums reasonably required to keep the construction loan commitment in full force and effect and shall comply in all material respects with all conditions thereof, and shall promptly execute, acknowledge and deliver all applications, credit applications and data, audited financial statements, and documents in connection therewith.

2. Authority Financial Flood Plain Offset.

Authority will provide a financial offset to Developer for the Project up to Eight Hundred Fifty Thousand Dollars (\$850,000) from the Housing Fund ("**Authority Financial Flood Plain Offset**") as Developer is purchasing the Site at an appraised value which assumes the Site is above the applicable flood plain, which it is not as of the date of this Agreement. The Authority Financial Flood Plain Offset will help offset the costs to be incurred by Developer to construct the New Facilities above the applicable flood plain. The Authority Financial Flood Plain Offset shall be allocated exclusively for Units constructed for Low Income Households. The Authority Financial Flood Plain Offset shall be disbursed to Developer during each phase of construction in proportion to reasonably allocated cost to construct the low income housing Units constructed during such phase and occupied by Low Income Households bears to the total cost to construct such phase.

D. (\$404) Escrow.

Escrow shall be opened within the time specified in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of Authority and Developer for the Site, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. Authority and Developer shall promptly prepare, execute, and deliver to the Escrow Agent

such additional Escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional Escrow instructions shall modify this document without specific written approval of the modifications by Developer and Authority.

E. (405) Deposit.

Upon Opening of Escrow in accordance with the Schedule of Performance, Developer shall deliver the Deposit directly to Escrow Agent.

If Developer defaults in its obligations under this Agreement, then Authority shall retain the Deposit as liquidated damages to compensate Authority for its expenses in obtaining a new developer, and other actual and consequential damages. In the event that Developer defaults in its obligations under this Agreement, then Authority shall retain the Deposit as liquidated damages under Section 411(4) for its expenses and costs and other actual and consequential damages.

F. (§406) Conditions to Close of Escrow for Acquisition by Developer.

1. Developer's Conditions to Closing. Developer's obligation to accept the Site and to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Developer, be conditional and contingent upon the satisfaction, or waiver by Developer, of each and all of the following conditions (collectively, "**Developer's Conditions to Closing**") within the time provided in the Schedule of Performance:

a. Developer shall have approved the condition of the Site as set forth in Section 401 and Developer shall have received any and all approvals required under CEQA (if required).

b. Title Company is committed to issue Developer's Title Policy insuring title to the Site is vested in Developer subject to conditions and exceptions specified in Section 408(4).

c. Authority shall have deposited into Escrow certificates ("**FIRPTA Certificates**") in such form as may be required by the Internal Revenue service pursuant to Section 1445 of the Internal Revenue Code.

d. Developer shall have obtained all necessary permits and approvals for the Project, and be in position to obtain the building permit for the first New Facility to be constructed by Developer.

e. Developer shall have obtained financing commitments for the development of the Site acceptable to Developer in accordance with Sections 403(1), and Authority shall have approved such commitments.

f. Authority shall have deposited or caused to be deposited into Escrow all the documents required under Section 407(3).

g. Authority is not in default under this Agreement.

h. Authority shall have allocated "Section 8" project based vouchers to all of the Affordable Restricted Units.

Any waiver of the foregoing conditions must be express and in writing. In the event that the foregoing conditions have not been satisfied within the time provided therefor in the Schedule of Performance, either party may terminate this Agreement by delivering a written notice in accordance with Section 411, in which event the Deposit shall be returned to Developer.

2. Authority's Conditions to Closing. Authority's obligation to convey the Site and Authority's obligation to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Authority, be conditional and contingent upon the satisfaction, or waiver by Authority, of each and all of the following conditions (collectively, "**Authority's Conditions to Closing**") within the time provided in the Schedule of Performance:

a. Developer shall have obtained evidence of financing commitments for the development of the Site in accordance with Sections 403(1) and Authority shall have approved such commitments.

b. Title Company is committed to issue Developer's Title Policy insuring title to the Site is vested in Developer subject to conditions and exceptions specified in Section 408.4.

c. Developer shall have timely submitted to Authority plans and drawings for all improvements to be constructed on the Site, including for site plan review, conditional use, building, grading, landscaping and other plans and drawings, as provided in Section 502 and all necessary plans shall have been reviewed or revised as required by Developer and Authority, and final. All approvals pursuant to CEQA (if required) have been approved as final.

d. Developer shall have deposited or caused to be deposited into Escrow all the documents required under Section 407(4).

e. Developer is not in breach of this Agreement.

Any waiver of the foregoing conditions must be express and in writing. In the event that Developer fails to satisfy Authority's foregoing conditions or defaults in the performance of its obligations hereunder, Authority may terminate this Escrow.

3. Both Parties' Conditions to Closing. Prior to the Closing Date, Developer and Authority shall execute and deliver one or more certificates ("**Taxpayer ID Certificate**") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the Site, date of closing, gross price, and taxpayer identification number for Developer and Authority. Prior to the Closing, Developer and Authority shall cause to be delivered to the Escrow Agent such other items, instruments and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither party shall be in breach of its obligations hereunder.

G. (§407) Conveyance of the Site.

1. **Time for Conveyance.** Escrow shall close after satisfaction of all conditions to close of Escrow, but not later than the date specified in the Schedule of Performance, unless extended by the mutual agreement of the parties or any Enforced Delay. Possession of the Site shall be delivered to Developer concurrently with the conveyance of title to Developer.

2. **Escrow Agent to Advise of Costs.** On or before the date set in the Schedule of Performance, the Escrow Agent shall advise Authority and Developer in writing of the fees, charges, and costs necessary to clear title and close Escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

3. **Deposits By Authority Prior to Closing.** On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Authority shall execute, acknowledge and deposit into Escrow (i) the Grant Deed; (ii) the Regulatory Agreement; (iii) the Bill of Sale; (iv) two (2) copies of the Assignment and Assumption of the Leases; (v) two (2) copies of the Assignment and Assumption of Existing Contracts; and (vi) an estoppel certificate certifying that Developer has completed all acts, other than as specified, necessary for conveyance, if such be the fact.

4. **Deposits By Developer Prior to Closing.** On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Developer shall execute and acknowledge as may be required and deposit into Escrow: (i) the Regulatory Agreement; (ii) Acceptance of Grant Deed to be attached to the Grant Deed prior to recordation; (iii) two (2) copies of the Assignment and Assumption of the Leases; (iv) two (2) copies of the Assignment and Assumption of Existing Contracts; (v) an estoppel certificate certifying that Authority has completed all acts, other than as specified, necessary to conveyance, if such be the fact; (vi) the preliminary change of ownership form as required by Solano County; and (vii) funds as required to consummate the transaction.

5. **Recordation and Disbursement of Funds.** Upon the completion by Authority and Developer of the deliveries and actions specified in these Escrow instructions precedent to Closing, the Escrow Agent shall be authorized to (i) buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Solano County, California, in the following order: the Grant Deed, the Regulatory Agreement, and any other appropriate instruments delivered through this Escrow, if necessary or proper to, and provided that the fee title interest can, vest in Developer in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver Developer's Title Policy to Developer insuring title and conforming to the requirements of Section 408(4). Following recordation, the Escrow Agent shall deliver conformed copies of said instruments to Developer and Authority.

6. **Post-Closing Notice Letter to Existing Tenants.** Promptly following the Close of Escrow, Authority and Developer shall jointly send out notice letters to the

Existing Tenants notifying them of the transfer of their respective Security Deposit in accordance with Civil Code Section 1950.5(h).

H. (§408) Title Matters.

1. **Condition of Title.** Authority shall convey to Developer fee title of the Site subject only to: (i) this Agreement, conditions in the Grant Deed and Regulatory Agreement; (ii) current real property taxes, a lien not yet payable; (iii) Senior Financing (if applicable); (iv) any liens resulting from Developer's entry onto the Site under Section 409(4); and (v) covenants, conditions and restrictions, reciprocal easements, and other encumbrances and title exceptions approved by Developer. Authority shall convey title to Developer pursuant to the Grant Deed in the form set forth in Attachment No. 5.

2. **Authority Not to Encumber Site.** Authority covenants to Developer that it has not and will not, from the Effective Date of this Agreement through close of Escrow, transfer, sell, hypothecate, pledge, or otherwise encumber the Site without express written permission of Developer.

3. **Approval of Title Exceptions.** Prior to the date in the Schedule of Performance, Authority shall deliver a preliminary report for the Site, dated no earlier than the date of this Agreement, to Developer including copies of all documents referenced therein ("**Title Report**"). Prior to the date in the Schedule of Performance ("**Title Approval Date**"), Developer shall deliver to Authority written notice, with a copy to Escrow Agent, specifying in detail any exception disapproved and the reason therefor. Prior to the date in the Schedule of Performance, Authority shall deliver written notice to Developer as to whether Authority will or will not cure the disapproved exceptions. If Authority elects not to cure the disapproved exceptions, Developer may terminate this Agreement without any liability of Authority to Developer, or Developer may withdraw its earlier disapproval. If Authority elects to cure the disapproved exceptions, Authority shall do so on or before the close of Escrow. If, after the Title Approval Date, Developer receives a supplement to the Title Report from the Title Company setting forth any new matter of record encumbering the Site which was not set forth on the original Title Report (or any previous supplement thereto) and of which Developer was not otherwise aware as of the Title Approval Date ("**New Title Matter**"), Developer may, on or prior to 5:00 p.m. P.S.T. on the fifth (5th) business day following Developer's receipt of notice of such New Title Matter ("**New Matter Approval Date**"), object to such New Title Matter by sending written notice thereof to Authority and Escrow Holder; provided, however, Authority shall remove any monetary liens which constitute New Title Matters regardless of whether Developer timely objects to such monetary liens. Developer's failure to object in writing to any New Title Matter on or prior to the New Matter Approval Date shall be automatically deemed to be Developer's approval of such New Title Matter and such New Title Matter shall thereafter be deemed to be a permitted encumbrances. If Developer delivers written objection to any New Title Matter on or prior to the New Matter Approval Date applicable thereto, and Authority does not deliver as of 5:00 p.m. P.S.T. on the fifth (5th) business day following the New Matter Approval Date ("**Authority Response Date**") written notice that Authority covenants and agrees to remove prior to the Closing such New Title Matter objected to by Developer, then Developer may terminate this Agreement by delivery of written notice thereof to Authority and Escrow Holder on or before 5:00 p.m. P.S.T. on the second (2nd) business day following Authority

Response Date (“**New Matter Termination Date**”). Developer’s failure to terminate this Agreement in writing as a result of any New Title Matter on or prior to the New Matter Termination Date shall constitute Developer’s waiver of its right to terminate this Agreement as a result of such New Title Matter.

4. Developer’s Title Policy. At the Closing, Title Company shall issue to Developer an ALTA owner’s policy of title insurance (“**Developer’s Title Policy**”) with title to the Site vested in Developer with an insured amount equal to the Purchase Price, containing only exceptions as approved, waived or caused by Developer in accordance with this Section. Developer’s Title Policy shall include any available additional title insurance, extended coverage or endorsements that Developer has reasonably requested at Developer’s cost and expense. Authority shall pay only for that portion of the title insurance premium attributable to the ALTA non-extended coverage and the amount of the Purchase Price, and Developer shall pay for the premium for any additional title insurance, extended coverage or special endorsements.

I. (§409) Condition of Site; AS-IS Acquisition.

1. AS-IS Acquisition.

DEVELOPER ACKNOWLEDGES AND AGREES THAT AUTHORITY IS CONVEYING THE SITE TO DEVELOPER IN “AS-IS” CONDITION WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND SHALL NOT BE RESPONSIBLE FOR ANY HAZARDOUS MATERIALS OR CONDITIONS ON THE SITE.

2. Site Assessment and Remediation.

Developer shall be responsible for conducting assessments of the Site and for any required remediation if Developer accepts the Site pursuant to the terms of this Agreement. Authority shall be entitled to review any remedial workplan prepared for the Site. Authority is conveying the property in an “AS-IS” condition and shall not be responsible for any Hazardous Materials or hazardous conditions on the Site. Authority is acquiring the Site solely to accommodate the Project and, therefore, Developer acknowledges that the provisions of this Section 409 is material to Authority’s entering into this Agreement.

3. Disclaimer of Warranties.

Upon the Close of Escrow, Developer shall acquire the Site in its “AS-IS” condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, abandoned wells or other structures located on, under or about the Site. Authority makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and specifically disclaims all representations or warranties of any nature concerning the Site made by them, the City and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. Authority makes no representation or

warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

4. Right to Enter Site; Indemnification.

Subject to compliance with the requirements set forth below, Authority grants to Developer, its agents and employees a limited license to enter upon the Site for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Site, which studies, surveys, reports, investigations and tests shall be done at Developer's sole cost and expense. Notwithstanding the foregoing, Developer shall not enter any of the Units without the specific consent of the Existing Tenant.

Prior to entering the Site, Developer shall obtain Authority's written consent which shall not be unreasonably withheld or delayed provided Developer complies with all the following requirements. Developer shall (i) notify Authority prior to each entry of the date and the purpose of intended entry and provide to Authority the names and affiliations of the persons entering the Site; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Site during or after such investigation; (iii) comply with all applicable laws and governmental regulations (including issuance of City permits); (iv) allow an employee of Authority to be present at all times; (v) keep the Site free and clear of all materialmen's liens, lis pendens and other liens or encumbrances arising out of the entry and work performed under this paragraph; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Site in the amounts required by the State of California; (vii) provide to Authority prior to initial entry a certificate of insurance evidencing that Developer 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 Authority as additional insured; and other requirements specified in Section 506; (viii) repair all material damage to the Site resulting from Developer's entry and investigation of the Site and leave the Site in a safe condition; (ix) provide Authority copies of all studies, surveys, reports, investigations and other tests derived from any inspection without representation or warranty but with the right of Authority to use the report without further consent from or payment to the issuer; and (x) take the Site at Closing subject to any title exceptions caused by Developer exercising this license to enter.

Developer agrees to indemnify, defend and hold Authority 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 Authority may suffer or incur as a consequence of Developer's exercise of the license granted pursuant to this Section or any act or omission by Developer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Developer (except Authority and its agents) with respect to the Site, 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 Developer of any hazardous

materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Authority.

Notwithstanding termination of this Agreement for any reason, the obligations of Developer under this Section shall remain in full force and effect.

5. Hazardous Materials. Developer understands and specifically agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of the Site, but under no circumstances shall Developer look to Authority or City for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. Developer, and each of the entities constituting Developer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Authority, City, their directors, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, 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 Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, 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 Authority and City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against Authority or City, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, 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, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

DEVELOPER'S INITIALS: _____ AUTHORITY'S INITIALS: _____

For purposes of this Section 409, the following terms shall have the following meanings:

a. “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 Site or its operations

and arising or alleged to arise under any Environmental Law.

b. "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 Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

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

d. "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 (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) 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 (D) 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.

e. "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: (A) petroleum or oil or gas or any direct or derivative product or byproduct thereof; (B) defined as a "hazardous waste" or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(n)(1)-(2) of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant"

pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) 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); (L) 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); (M) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; or (N) 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 and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Developer’s release as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity, with respect to any act or omission of Developer (its employees, persons, invitees, agents, assignees, contractors, subcontractors) related to the Site and/or the Project.

J. (§410) Costs of Escrow.

1. **Allocation of Costs.** Escrow Agent is directed to allocate costs as follows:

(i) Authority shall pay the cost of Developer’s Title Policy but Developer shall pay premiums for any additional insurance, extended coverage or special endorsements.

(ii) Authority shall pay any documentary transfer taxes.

(iii) Developer shall pay any recording fees in connection with the recordation of the Grant Deed. No recording fees shall be applicable to the Regulatory Agreement.

(iv) Developer and Authority shall each pay one-half (1/2) of all Escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all Escrow fees and charges as well as any title cancellation fees.

2. Proration and Adjustments.

(i) **Real Estate Taxes.** As Authority is exempt from real estate taxes and assessments on the Site, no prorations shall be made by the Escrow Agent. Developer shall be responsible for any and all real estate taxes effective commencing with the Closing.

(ii) **Rent Prorations.** Rent under the Existing Leases shall be prorated to the Closing pursuant to a rent roll provided by Authority.

(iii) **Security Deposits.** Security Deposits from the Existing Tenants shall be credited to Developer.

(iv) Existing Contracts. All amounts due under the Existing Service Contracts shall be prorated to Closing.

(v) Utilities. Utilities shall be adjusted to the Closing. After Closing Developer shall promptly transfer all utilities into its name.

3. Extraordinary Services of Escrow Agent. It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement or that there is any assignment of any interest in the subject matter of this Escrow or that any controversy arises hereunder, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. Escrow Agent's Right to Retain Documents. Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid. The parties jointly and severally promise to pay such sums upon demand.

K. (§411) Termination of Escrow.

1. Termination. Escrow may be terminated by demand of either party which then shall have fully performed its obligations hereunder required to be performed by the date of such demand if:

a. The Conditions to Closing have not occurred or have not been approved, disapproved, or waived as the case may be, by the approving party by the date established herein for the occurrence of such Condition, including any grace period pursuant to this Section; or

b. Either party is in breach of the terms and conditions of this Agreement after the expiration of any applicable notice and cure periods; or

c. Either party has been granted such right expressly in this Agreement, including, but not limited to, the right to terminate pursuant to Section 407.

In the event of the foregoing, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party. No demand shall be recognized by the Escrow Agent until fifteen (15) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the fifteen (15) day period. In the event of such objections, the opportunity to cure shall be provided as stated below in subsection 2 of this Section. In addition, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Developer and Authority or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the

Escrow shall be closed as soon as possible and neither party shall have any further liability to the other.

2. Opportunity to Cure. Prior to Closing, in the event any of the Conditions to Closing are not satisfied or waived by the party with the power to approve said Conditions ("**Approving Party**"), then such party shall explain in writing to the other party ("**Non-approving Party**") the reason for the disapproval. Thereafter, the Non-approving Party shall have a thirty (30) days ("**Cure Period**") to satisfy any such Condition to Closing, and only if such Conditions still cannot be satisfied may the Approving Party terminate the Escrow. In the event Escrow is not in a condition to close because of a default by any party, and the performing party has made demand as stated in subsection 1 of this Section, then upon the non-performing party's delivering its objection to Escrow Agent and the performing party within the Cure Period, the non-performing party shall have the right to cure the default in accordance with and in the time provided in Section 801.

3. Other Duties upon Termination. Upon termination of Escrow pursuant to this Section for any reason, the Parties shall have the following duties and obligations in addition to any others described above:

a. In the event such termination is due to the default of Developer, then subject to the rights and consents of the third party authors, all non-privileged and non-proprietary plans, drawings, specifications, reports, and other documents prepared by Developer or Developer's contractors or vendors shall become the property of Authority and shall be delivered to Authority, without representation or warranty, by Developer within ten (10) days of receipt of notice from Authority.

b. In the event such termination is due to the default of Developer, Authority shall be entitled to terminate this Agreement and to receive repayment from the defaulting party, for all of Authority's disbursements of the Grant Financing made to, or on behalf of, Developer or the Project, with interest calculated at the rate of zero percent (0%), which repayment shall be made within fifteen (15) days of receipt of written notice from Authority. In the event that Developer fails to remit repayment of such amounts to Authority within fifteen (15) days after receipt of written notice from Authority therefor, interest on the unpaid amounts shall accrue interest at the highest maximum legal rate dating from the date of the notice to the date of repayment.

c. In the event such termination is due to the default of Authority, Developer shall be entitled to terminate this Agreement, and in such case Developer shall not be required to repay Authority any of the amounts described in subparagraph (b) above, but Developer shall not be entitled to any damages of any kind; provided, however, Authority shall reimburse Developer for reasonable Project costs, incurred prior to such termination, but not yet paid as of termination.

d. Any portion of the Site that has been conveyed to Developer prior to such termination (including but not limited to portions of the Site transferred pursuant to Section 405.4) shall be reconveyed to Authority within thirty (30) days following such termination. Developer agrees to execute any documents and take all actions necessary to accomplish the reconveyance.

4. **Liquidated Damages.**

THE PARTIES HERETO, BEFORE ENTERING INTO THIS TRANSACTION, HAVE BEEN CONCERNED WITH THE FACT THAT SUBSTANTIAL DAMAGES WILL BE SUFFERED BY AUTHORITY IN THE EVENT THAT ESCROW SHOULD FAIL TO CLOSE. WITH THE FLUCTUATION IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MONEY MARKET FOR REAL ESTATE, AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, THE PARTIES REALIZE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY PRIOR TO SIGNING THIS AGREEMENT, THE AMOUNT OF DAMAGES WHICH WOULD BE SUFFERED BY AUTHORITY IN THE EVENT THAT ESCROW FAILED TO TIMELY CLOSE. ACCORDINGLY, THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SAID DAMAGES IS THE AMOUNT OF THE DEPOSIT TO BE MADE BY DEVELOPER, PURSUANT TO SECTION 404 ABOVE. IF ESCROW FAILS TO CLOSE DUE TO THE DEFAULT OF DEVELOPER, AUTHORITY SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF DEVELOPER UNDER THIS AGREEMENT.

Authority's Initials _____ Developer's Initials _____

L. **(§412) Responsibilities of Escrow Agent.**

1. **Depositing of Funds.** In accordance with Section 404, all funds received in Escrow shall be deposited by the Escrow Agent in a federally insured special interest-bearing Escrow account with any state or national bank doing business in the State of California and may not be combined with other Escrow funds of Escrow Agent or transferred to any other general Escrow account or accounts.

2. **Notices.** All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 901 of this Agreement for notices, demands and communications between Authority and Developer.

3. **Sufficiency of Documents.** The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Developer's and Authority's instructions for their use.

4. **Completion of Documents.** The Escrow Agent shall complete the date of Closing into the Assignment of Contracts and Assignment of Leases as the Effective Date.

5. **Exculpation of Escrow Agent.** The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

6. Responsibilities in the Event of Controversies. If any controversy documented in writing arises between Developer and Authority or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision of a court of competent jurisdiction or written agreement of the parties to the controversy. The Escrow Agent shall be responsible for timely notifying Developer and Authority of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

VIII. (§500) DEVELOPMENT OF THE SITE.

A. (§501) Scope of Development.

The Site shall be developed by Developer as provided in the Scope of Development, the Regulatory Agreement, and the plans and permits approved by Authority and City pursuant to Section 502. Developer shall commence and diligently prosecute the Project to completion within the time provided and otherwise in strict compliance with this Agreement. Construction of the Project shall commence as specified in the Schedule of Performance.

B. (§502) Development Plans, Final Building Plans and Environmental Review.

1. Proposed Development's Consistency With Plan and Codes. Developer shall obtain all entitlements at its own cost for approval of the Project. Authority warrants and represents that the City's General Plan and Zoning Ordinance permit Developer's proposed development, and construction, operation, and use of the Site as provided in this Agreement including, without limitation, the Scope of Development, subject only to (i) those development approvals yet to be obtained, including, if necessary, proposed General Plan and Zoning Ordinance amendments, Site Plan Review and subdivision approval (if required), and (ii) City's and Authority's review and approval of the Project in accordance with the California Environmental Quality Act; provided that it is expressly understood by the parties hereto that Authority makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City and Authority, Authority and City reserving full police power authority over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items, nor a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

2. Evolution of Development Plan. Concurrently with the approval of this Agreement, Authority has reviewed Developer's Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall submit to the City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with the City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans,

signage, a description of structural, mechanical, and electrical systems, and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of Authority and Developer. Plans (concept, preliminary and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval, shall be submitted and processed concurrently for the Site.

3. Developer Efforts to Obtain Approvals. Developer shall exercise its commercially reasonable efforts to timely submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Developer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

4. Authority Assistance. Subject to Developer's compliance with (i) the applicable City and Authority development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, Authority agrees to provide reasonable assistance to Developer, at no cost to Authority, in the processing of Developer's submittals required under this Section. City or Authority's failure to provide necessary approvals or permits within such time periods, after and despite Developer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay.

5. Disapproval. Authority shall approve or disapprove any submittal made by Developer pursuant to this Section within thirty (30) days after such submittal. All submittals made by Developer will note the 30-day time limit, and specifically reference this Agreement and this Section. Any disapproval shall state in writing the reason for the disapproval and the changes which Authority requests be made. Authority's failure to disapprove the submittal within thirty (30) days shall be deemed an approval of the submittal. Developer shall make the required changes and revisions which would not materially impact the economic feasibility of the Project and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days after the date of disapproval. Thereafter, Authority shall have an additional thirty (30) days for review of the resubmittal, but if Authority disapproves the resubmittal, then the cycle shall repeat, until Authority's approval has been obtained. The foregoing time periods may be shortened if so specified in the Schedule of Performance.

6. CEQA. The term "Environmental Review" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("CEQA"), Public Resources Code §21000, et seq., and the National Environmental Policy Act (42 U.S.C. §4321 *et seq.*, "NEPA") if required. or of the Project's impacts on any species of plant or animal listed as a species of concern, a threatened species, or an endangered species as may be required by the California

Endangered Species Act ("CESA"), Fish and Game Code §2050, et seq., and/or the U.S. Endangered Species Act ("USESA"), 16 U.S.C. §1531, et seq., or other applicable California or federal law or regulation. Developer shall merge the two (2) parcels currently comprising the Site into a single parcel and process to finalization a Parcel Map reflecting such single parcel to be recorded at or before the Closing. Pursuant to the Class 32 "in-fill" categorical exemption (CEQA Guideline Section 15332), this Project is exempt from environmental review, because the project is defined as an in-fill development project, located on no more than five acres, has no native vegetation or watercourses present on site, can be adequately served by all required utilities and public services, and the existing street network has adequate capacity to accommodate the anticipated traffic from the proposed Project.

C. (§503) Developer Responsibilities During Construction.

The cost of constructing all of the improvements required to be constructed for the Project shall be borne by Developer. As Authority Financial Flood Plain Offset to Developer is sourced solely with moneys from the Housing Fund which is being used exclusively for the low income housing portion of the Project, the parties do not believe that the Project would be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. No party hereto shall take any action that would reasonably cause the Project to become subject to prevailing wages.

D. (§504) Schedule of Performance; Progress Reports.

Subject to Section 903, Developer shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties.

Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay, as defined in Section 903. Developer shall keep Authority informed of the progress of construction and shall submit monthly written reports of the progress of the construction to Authority in the form required by Authority.

E. (§505) Indemnification During Construction.

During the periods of construction on the Site and until such time as Authority has issued a Release of Construction Covenants with respect to the construction of the improvements thereon, Developer agrees to and shall indemnify and hold Authority and the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its agents, servants, employees, or contractors. Developer shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of Authority or the City, or their respective agents, servants, employees, or contractors. Authority and City shall not be responsible for any acts, errors, or omissions of any person or entity except Authority and

the City and their respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination of this Agreement.

F. (§506) Insurance.

Except as provided in this Section, prior to the entry by Developer on the Site pursuant to Sections 409(4) and prior to the commencement of any demolition work and/or construction by Developer on the Project, Developer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, during the entire term of such entry or construction, the following policies of insurance, as applicable:

1. **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on a per occurrence basis in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.

2. **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Developer, against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Developer in the course of carrying out the work or services contemplated in this Agreement.

3. **Automobile Insurance.** A policy of automobile liability insurance written on a per accident basis in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident for bodily injury and property damage covering owned (if applicable), leased, hired, and non-owned vehicles.

4. **Builder's Risk Insurance.** A policy of "Builder's Risk" insurance covering the full replacement value of all of the improvements to be constructed by Developer pursuant to this Agreement plus Developer's personal property and equipment. Developer shall procure the builder's risk insurance policy prior to commencing construction.

All of the above policies of insurance, except the Builder's Risk Insurance, shall be primary insurance and shall name Authority, City, and their officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against Authority, City, and their officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to Authority, City and Developer. In the event any of said policies of insurance are cancelled, Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Executive Director. No work or services under this Agreement shall commence until Developer has provided Authority with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Authority.

The policies of insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most

recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("**Risk Manager**") due to unique circumstances.

Developer shall provide in all contracts with contractors, subcontractors, architects, and engineers that said contractor, subcontractor, architect, or engineer shall maintain (if applicable) the same policies of insurance required to be maintained by Developer pursuant to this Section, unless waived or modified by the Risk Manager.

Developer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Developer may be held responsible for the payment of damages to any persons or property resulting from Developer's activities or the activities of any person or persons for which Developer is otherwise responsible.

G. (§507) City and Other Governmental Authority Permits.

Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site which are Developer's responsibility under the applicable Scope of Development, Developer shall at his own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. Developer shall not be obligated to construct if any permit is not issued. If there is delay beyond the usual time for obtaining any such permits due to no fault of Developer, the Schedule of Performance shall be extended to the extent such delay prevents any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. Developer shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City or Authority which are standard for and uniformly applied to similar projects in the City.

H. (§508) Rights of Access.

Representatives of Authority shall have the reasonable right to access the Site upon reasonable prior notice without charges or fees, at any time during normal construction hours during the period of construction and upon reasonable notice to Developer, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Developer. Such representatives of Authority shall be those who are so identified in writing by the Executive Director of Authority. Each such representative of Authority shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Developer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. Authority shall indemnify, defend, and hold Developer harmless from any injury or property damage caused or liability arising out of Authority's exercise of this right of access.

I. (§509) Applicable Laws.

Developer shall carry out the construction of the improvements to be constructed by Developer in conformity with all applicable laws, including all applicable federal and state labor laws.

J. (§510) Nondiscrimination During Construction.

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by Developer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

K. (§511) Taxes, Assessments, Encumbrances and Liens.

Developer shall pay, prior to delinquency, all real estate taxes and assessments assessed or levied subsequent to conveyance of title of the Site. Until the date Developer is entitled to the issuance by Authority of a Release of Construction Covenants, Developer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Developer shall remove or have removed any levy or attachment made on the Site, or assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.

L. (§512) Rights of Holders of Approved Security Interests in Site.

1. **Definitions.** As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

2. **No Encumbrances Except Mortgages to Finance the Project.** Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing of the development and/or construction of the improvements are permitted before issuance of a Release of Construction Covenants but only for the purpose of securing loans of funds used or to be used for the construction and development of improvements on the Site, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any for same, so long as the refinancing does not exceed the then outstanding balance of the existing financing, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors. Developer (or any entity permitted to acquire title under this Section) shall notify Authority in advance of any mortgage, if Developer or such entity proposes to enter into the same before issuance of the Release of Construction Covenants. Developer or such entity shall not enter into any such conveyance for financing without the prior written approval of Authority, which shall not be unreasonably withheld. Any lender approved by Authority pursuant to Section 408 shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, Developer shall promptly notify Authority of any mortgage, encumbrance, or lien that

has been created or attached thereto prior to issuance of a Release of Construction Covenants, whether by voluntary act of Developer or otherwise.

3. Developer's Breach Not to Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

4. Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion.

5. Notice of Default to Holders of Mortgages, Deed of Trust or other Security Interest. Whenever Authority shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, Authority shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to Authority therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

6. Right to Cure. Each holder (insofar as the rights of Authority are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

- a. obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and
- b. add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first submitting evidence satisfactory to Authority that it has the qualifications and financial responsibility necessary to construct and complete the improvements and enter into an agreement with Authority with respect to the obligations hereunder. Any holder properly completing such improvements shall be entitled, upon written request made to Authority, to a Release of Construction Covenants from Authority.

7. Authority's Rights upon Failure of Holder to Complete Improvements. In any case where one hundred eighty (180) days after default by Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, Authority may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

- a. The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);
- b. All expenses incurred by the holder with respect to foreclosure, if any;
- c. The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;
- d. The costs of any improvements made by such holder, if any; and
- e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by Authority.

In the event that the holder does not exercise its option to construct afforded in this Section, and Authority elects not to purchase the mortgage of holder, upon written request by the holder to Authority, Authority agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by Authority). The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs a. through e. hereinabove, and any balance remaining thereafter shall be applied as follows:

- (1) First, to reimburse Authority, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Authority, including but not limited to payroll expenses, management expenses, legal expenses, and others.
- (2) Second, to reimburse Authority, on its own behalf and on behalf of the City, for all payments made by Authority to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees.
- (3) Third, to reimburse Authority, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Authority, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section.
- (4) Fourth, any balance remaining thereafter shall be paid to Developer.

8. Right of Authority to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by Developer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by Authority of a Release of Construction Covenants for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the development, Authority may cure the default prior to completion of any foreclosure. In such event, Authority shall be entitled to reimbursement from Developer or other entity of all costs and expenses incurred by Authority in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

- a. Any mortgage for financing permitted by this Agreement; and
- b. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided, that nothing herein shall be deemed to impose upon Authority any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

9. Right of Authority to Satisfy Other Liens on the Site After Conveyance of Title. After the conveyance of title and prior to the recordation of a Release of Construction Covenants for construction and development, and after Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, Authority shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

M. (§513) Release of Construction Covenants.

Upon the completion of all construction required to be completed by Developer on the Site, Authority shall furnish Developer with a Release of Construction Covenants for the Site in the form attached hereto as Attachment No. 10 upon written request therefor by Developer. The Release of Construction Covenants shall be executed by the Executive Director and notarized so as to permit it to be recorded in the office of the Recorder of Solano County. A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto. A partial Release of Construction Covenants applicable to less than the entire Site shall not be permitted.

After the issuance of a Release of Construction Covenants, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the

covenants, encumbrances, and easements contained in the Deed and Regulatory Agreement attached hereto. After issuance of a Release of Construction Covenants, Authority shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed or Regulatory Agreement.

Authority shall not unreasonably withhold a Release of Construction Covenants. If Authority refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer or any entity entitled thereto, Authority shall provide a written statement of the detailed reasons Authority refused or failed to furnish a Release of Construction Covenants. The statement shall also contain Authority's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Authority will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred twenty five (125%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to Authority.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from the City before the Release of Construction Covenants is issued.

N. (§514) Estoppels.

No later than fifteen (15) days after the request of Developer or any holder of a mortgage or deed of trust, Authority shall, from time to time and upon the request of such holder, execute and deliver to Developer or such holder a written statement of Authority that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of Authority, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to Authority.

O. (§ 515) Subordination.

Authority agrees to subordinate the Regulatory Agreement and the applicable covenants in this Agreement, the Deed, to mortgages, liens or other security ("liens") given in connection with the construction loan and subsequently to a permanent loan obtained by Developer as part of the financing of the Project, including any refinancing thereof established and obtained pursuant to and in compliance with the provisions of this Agreement. The Executive Director of Authority is hereby authorized and directed to execute such subordination agreements, modifications to this Agreement, the Deed and Regulatory Agreement and/or other documents as may be reasonably requested by a senior lender. The execution of such agreements is subject to the requirement that such agreements

contain written provisions which the Executive Director finds are consistent with the standard requirements imposed by the lender and commonly required for financing of similar projects in Solano county, the subordination requirements contained in this Agreement and that Authority be given notice and be permitted an opportunity to cure any defaults under the senior lien within a reasonable time.

Authority shall only be required to subordinate the Regulatory Agreement and the applicable covenants in this Agreement and the Deed to a construction loan provided the following requirements are satisfied:

- a. Developer is not in default under any obligations to Authority including, but not limited to, the Regulatory Agreement, the Deed and this Agreement.
- b. The senior lien shall be a construction loan with the proceeds to be used solely for construction of the Project with no land draw permitted. The loan agreement shall mandate a construction disbursement control system providing for period disbursements based upon submission of mechanic lien releases and inspection reports confirming the completion of the work. The loan budget shall be subject to the reasonable review and approval of Authority.
- c. Interest rate and other terms shall be commercially reasonable for similar projects in Solano County.
- d. The senior lender agrees to provide Authority with any notice of default which is provided by the senior lender to Developer and provide Authority with the right (but not the obligation) to cure any default and extend the time for such cure provided Authority is diligently processing the cure of such default.
- e. Authority will execute a subordination agreement for recordation as reasonably required by a title company to provide title insurance for the senior loan.
- f. A request for special notice shall be recorded concurrently with the subordination agreement.
- g. The senior lender agrees to provide Authority with any notice of default which is provided by the senior lender to Developer and provide Authority with the right (but not the obligation) to cure any default and extend the time for such cure provided Authority is diligently processing the cure of such default.
- h. Authority shall be provided complete executed copies of all senior loan documents.

Authority shall only be required to subordinate the Regulatory Agreement and the applicable covenants in this Agreement and the Deed to a permanent loan provided the following requirements are satisfied:

- a. Developer is not in default under any obligations to Authority including, but not limited to, Regulatory Agreement, the covenants in the Deed and this Agreement.

- b. The Project has been completed in accordance with this Agreement.
- c. The senior loan amount shall not exceed the greater of (i) current balance of the construction loan plus the reasonable costs to be secure such loan, or (ii) eighty percent (80%) of the value of the Project.
- d. The monthly payments under the senior loan shall be amortized over not less than twenty-five (25) years.
- e. Developer shall provide reasonable evidence to Authority that the proceeds from the Project shall be sufficient to pay the payments under the senior loan.
- f. Interest rate and other terms shall be commercially reasonable for similar projects in Solano County.
- g. The senior lender agrees to provide Authority with any notice of default which is provided by the senior lender to Developer and provide Authority with the right (but not the obligation) to cure any default and extend the time for such cure provided Authority is diligently processing the cure of such default.
- h. Authority will execute a subordination agreement for recordation as reasonably required by a title company to provide title insurance for the senior loan.
- i. A request for special notice shall be recorded concurrently with the subordination agreement.
- j. Authority shall be provided complete executed copies of all senior loan documents.

Authority shall be entitled to prompt reimbursement from Developer for any costs associated with subordination under this Section.

IX. (\$600**) USES AND MAINTENANCE OF THE SITE**

F. (\$601**) Uses of the Site.**

Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof. Developer further covenants and agrees on behalf of itself and its successors and assigns to devote, use, operate and maintain the Site in accordance with this Agreement, the Grant Deed, the Regulatory Agreement, and the other documents recorded against the Units pursuant to the provisions of this Agreement.

Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement and except as set forth in any subordination agreement, Developer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that Developer and such successors and assigns shall use the Site solely for the purpose of constructing, maintaining and operating a project meeting the requirements and restrictions of this Agreement, including, without limitations, restriction of the rental and occupancy of the Residential Units only to Qualified Affordable Tenants for a rent not in excess of an Affordable Rent for the period specified herein.

G. (§602) Affordable Housing.

1. Construction of Units. Developer covenants and agrees to construct the Project in conformity with the Scope of Development. All Affordable Restricted Units shall be subject to and shall be leased in compliance with the tenant selection criteria described in the Regulatory Agreement.

2. Relocation Costs. During the construction, Developer shall relocate the Existing Tenants in conformity with the Scope of Development and pay applicable Relocation Costs.

3. Affordable Restricted Unit Requirements. Each Affordable Restricted Unit shall be occupied at all times only by the household of the Qualified Affordable Tenant who has rented that Affordable Restricted Unit. Developer covenants to cooperate with Authority in taking all steps necessary to implement this requirement with respect to all Affordable Restricted Units. The restrictions upon rental and use of the Affordable Restricted Units shall continue for a period of fifty-five (55) years from the Effective Date of the Regulatory Agreement.

4. Leasing of Affordable Restricted Units by Developer.

a. Marketing Program. Prior to the deadline specified in the Schedule of Performance, Developer shall prepare and obtain Authority's approval (which shall not be unreasonably withheld) of a marketing and leasing program ("**Approved Marketing Program**") for the selection of tenants for the Affordable Restricted Units that shall be in accordance and consistent with the use and other requirements and restrictions of the Regulatory Agreement. The Affordable Restricted Units shall thereafter be marketed in accordance with the Approved Marketing Program as the same may be amended by Developer from time to time with Authority's prior written approval, which shall not be unreasonably withheld. Monthly during the initial lease-up period, and annually thereafter, Developer shall provide Authority with a report with respect to Affordable Restricted Units under lease, leases in default, the status of implementation of the Approved Marketing Program, and such other information as Authority may reasonably request. Authority agrees to exercise reasonable efforts to assist Developer in connection with implementation of the Approved Marketing Program; provided, Authority shall not be under any obligation to incur any out-of-pocket expenses in connection therewith.

b. Restricted Residential Units. As set forth above, each of the Residential Units shall be rented to a Qualified Affordable Tenant for a rental rate that does not exceed an Affordable Rent for the applicable Residential Unit.

c. Annual Tenancy Report. Developer shall provide Authority annually, by July 1 of each year, with a written report on Project occupancy for each Residential Unit, including information concerning the number of months during which each Residential Unit was occupied and the income category of each tenant household occupying a Residential Unit. The annual report and Developer's records related to each tenancy shall be subject to inspection and audit upon Authority's written request.

H. (§603) Obligation to Refrain from Discrimination.

There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof (except as permitted by this Agreement). The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

I. (§604) Form of Nondiscrimination and Non-segregation Clauses.

Subject to the tenancy/occupancy restrictions on the Affordable Restricted Units not prohibited by federal law as embodied in this Agreement, which may modify the following nondiscrimination clauses, the following shall apply: Developer shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. Leases: In leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: 'That there shall be no discrimination

against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

3. Contracts: Any contracts which Developer or Developer’s heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the Site shall contain a nondiscrimination and non-segregation clause substantially as set forth in Section 603 and in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

J. (§605) Maintenance of Improvements.

Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after Authority’s issuance of its Release of Construction Covenants, Developer shall be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in good working condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. Developer shall also maintain all landscaping required pursuant to Developer’s approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of Regulatory Agreement. Developer’s further obligations to maintain the Site, and Authority’s remedies in the event of Developer’s default in performing such obligations, are set forth in Regulatory Agreement. Developer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in said Regulatory Agreement. Upon the sale of any portion of the Site, Developer (but not Developer’s successor) shall be released from the requirements imposed by this Section 605, and the financial liability therefor, as to the portion of the Site conveyed.

K. (§606) Effect of Covenants.

Authority is a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land, whether appearing in the Grant Deed, or Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Authority shall run without regard to whether Authority has been, remains or is an owner of any land or interest therein in the Site, and shall be effective as both covenants and equitable servitudes against the Site. Authority shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. In the event Authority no longer exists or lacks legal authority to enforce the terms and provisions of this Agreement or any of the covenants provided

pursuant to this Agreement, the same may be enforced by the City. With the exception of the City, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Grant Deed and Regulatory Agreement.

X. (§700) SPECIAL PROVISIONS

F. (§701) Amendments to this Agreement to Comply with Housing Program Fund Requirements.

If reasonable changes to this Agreement are required by the entities providing Housing Program Funds pursuant to Section 401, the parties agree to effectuate such changes in order to be in compliance with the requirements. The Executive Director is authorized, without further approval of Authority, to make changes to this Agreement and Regulatory Agreement as reasonably required to satisfy the requirements described herein.

G. (§ 703) Minor Amendments.

Each party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other party, lending institutions, or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of Authority and Participant. On behalf of Authority, the Executive Director shall have Authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Participant, so long as such actions do not materially change the Agreement or make a commitment of additional funds of Authority. All other changes, modifications, and amendments shall require the prior approval of Authority's governing board.

XI. (§800) DEFAULTS, REMEDIES AND TERMINATION

F. (§801) Defaults, Right to Cure and Waivers.

Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or

forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

G. (§802) Legal Actions.

1. **Institution of Legal Actions.** In addition to any other rights or remedies, and subject to the requirements of Section 801, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Solano, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

2. **Applicable Law and Forum.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. **Acceptance of Service of Process.** In the event that any legal action is commenced by Developer against Authority, service of process on Authority shall be made by personal service upon the Executive Director or Secretary of Authority or in such other manner as may be provided by law. In the event that any legal action is commenced by Authority against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be valid whether made within or outside of the State of California.

H. (§803) Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

I. (§804) Specific Performance.

In addition to any other remedies permitted by this Agreement, if either party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy; provided, however, this remedy may not be imposed on Developer prior to the Closing.

J. (§805) Right of Reverter.

Authority shall have the right, at its option, upon one hundred twenty (120) days prior written notice, to reenter and take possession of Authority Parcel or any portion thereof with all improvements thereon and to terminate and re-vest in Authority the estate conveyed to Developer, if after conveyance of the estate and prior to the recordation of the Release of Construction Covenants, Developer (or his successors in interest) shall:

1. Fail to commence construction of the improvements as required by this Agreement, if such failure is in violation of the Schedule of Performance for a period of ninety (90) days, provided that Developer shall not have obtained an extension or postponement to which Developer may be entitled pursuant to this Agreement; or

2. Abandon or substantially suspend construction of the improvements (other than as caused by force majeure or an Enforced Delay) for a period of one hundred twenty (120) days after written notice of such abandonment or suspension from Authority, provided that Developer shall not have obtained an extension of time to which Developer may be entitled pursuant to this Agreement; or

3. Assign or attempt to assign this Agreement, or any rights herein, or Transfer, or suffer any involuntary Transfer of, the Site, or any part thereof, in violation of this Agreement, and such violation shall not be cured within one hundred twenty (120) days after the date of receipt of written notice thereof by Authority to Developer.

The right to re-enter, repossess, terminate, and re-vest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust, or other security interests permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

Upon the re-vesting in Authority of possession of the Site, or any part thereof, as provided in this Section 805, Authority shall, pursuant to its responsibilities under state law, use its best efforts to release, or resell or re-grant the Site, as necessary and legally permitted, as the case may be, or any part thereof, as soon and in such manner as Authority shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by Authority), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to Authority and in accordance with the uses specified for the Site.

In the event of a resale, the proceeds thereof shall be applied as follows:

1. First, to reimburse Authority on its own behalf or on behalf of the City for all costs and expenses incurred by Authority, including but not limited to, salaries to personnel, legal costs and attorneys' fees, and all other contractual expenses in connection with the recapture, management, and resale of the Site (but less any income derived by Authority from the Site or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Site (or, in the event the Site is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments, or charges, as determined by Authority, as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to the making or completion of the agreed improvements or any part thereof

on the Site or part thereof; and amounts otherwise owing Authority by Developer, its successors, or transferees; and

2. Second, to reimburse Developer, its successor or transferee, up to the amount equal to (i) the costs incurred for the development of the Site and for the agreed development expenses and improvements existing on the Site at the time of the re-entry and repossession, less (ii) any gains or income withdrawn or made by Developer from the Site or the improvements thereon.

3. Any balance remaining after such reimbursements shall be retained by Authority as its property.

To the extent that the right established in this Section involves a forfeiture, it must be strictly interpreted against Authority, the party for whose benefit it is created. The rights established in this Section are to be interpreted in light of the fact that Authority will sell the Site to Developer for development, and not for speculation in undeveloped land.

K. (§806) Attorneys' Fees.

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of, this Agreement, or is made a party to any such action or proceeding by the Escrow Agent or other third party, such that the parties hereto are adversarial, the prevailing party, as between Developer and Authority only, in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law, pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as the same may be amended or re-codified from time to time. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs, including expert witness fees, the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

XII. (§900) GENERAL PROVISIONS

F. (§901) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; or by facsimile, if such facsimile is followed by a notice sent out the same day by mail; in any case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

Authority: Suisun City Housing Authority
701 Civic Center Blvd
Suisun City, California 94585
Attn: Executive Director

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Elena Gerli, Esq.

Owner: Harbor Park, LLC
9700 Village Center Drive Suite 120
Granite Bay, CA 95746
Attn: Camran Nojoomi

Copy to: Matthew Ellis
Downey Brand
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

G. (§902) Nonliability of City and Authority Officials and Employees; Conflicts of Interest; Commissions.

1. Personal Liability. No member, official, employee, agent or contractor of City or Authority shall be personally liable to Developer in the event of any default or breach by Authority or for any amount which may become due to Developer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 902 is intended to limit Authority's liability.

2. Financial Interest. No member, official, employee or agent of City or Authority shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

3. Commissions. Neither Authority, Developer has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. No party shall be liable for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

H. (§903) Enforced Delay: Extension of Times of Performance.

Time is of the essence in the performance of this Agreement.

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine

restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Authority or City shall not excuse performance by Authority unless the act or failure is caused by the acts or omissions of Developer); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

The following shall not be considered as events or causes beyond the control of Developer, and shall not entitle Developer to an extension of time to perform: (i) Developer's failure to obtain financing for the Project (except as provided in Section 401), and (ii) Developer's failure to negotiate agreements with prospective users for the Project or the alleged absence of favorable market conditions for such uses.

Times of performance under this Agreement may also be extended by mutual written agreement by Authority and Developer. The Executive Director of Authority shall have Authority on behalf of Authority to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

I. (§904) Books and Records.

1. Developer to Keep Records. Developer shall prepare and maintain all books, records and reports necessary to substantiate Developer's compliance with the terms of this Agreement or reasonably required by Authority.

2. Right to Inspect. Any party shall have the right, upon not less than seventy-two (72) hours prior written notice, during normal business hours, to inspect the books and records of any other party pertaining to the Site as pertinent to the purposes of this Agreement.

3. Ownership of Documents. Subject to the rights and consents of the authors, copies of all material drawings, specifications, reports, records, documents and other materials prepared by Developer, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Developer and are not proprietary, privileged or confidential shall be delivered to Authority upon request in the event of a termination of this Agreement; however, Developer shall be entitled to reimbursement from Authority for the cost to prepare any drawings, specifications, reports, records, documents and other materials prepared by Developer's subcontractors as a result of the exercise by Authority of its rights hereunder. Any drawings, specifications, reports, records, documents and other materials prepared by Developer or Developer's subcontractors and/or consultants shall be delivered without representation or warranty by Developer. Authority shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same. Developer makes no warranty or

representation regarding the accuracy or sufficiency of such documents for any future use by Authority, and Developer shall have no liability therefor.

J. (§905) Assurances to Act in Good Faith.

Authority and Developer agree to execute all documents and instruments and to take all action, including making a deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts, to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. Authority and Developer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

K. (§906) Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety.

L. (§907) Entire Agreement, Waivers and Amendments.

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of Authority or Developer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of Authority and Developer.

M. (§908) Severability.

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any term, covenant, condition, provision or agreement contained herein.

N. (§909) Time for Acceptance of Agreement by Authority.

This Agreement, when executed by Developer and delivered to Authority, must be authorized, executed and delivered by Authority, after consideration at a public meeting. After execution by Developer, this Agreement shall be considered an irrevocable offer until such time as Authority is authorized to execute and deliver the Agreement.

O. (§910) City as Third Party Beneficiary.

City is a third party beneficiary of this Agreement and all the related documents.

P. (§911) Execution.

1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

2. Authority represents and warrants that: (i) it is a housing authority duly organized and existing under the laws of the State of California; (ii) by proper action of Authority, Authority has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Authority does not violate any provision of any other agreement to which Authority is a party.

3. Developer represents and warrants that: (i) it is duly organized and existing under the laws of the State of Delaware; (ii) by proper action of Developer, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by Authority.

REMINDER: PARTIES NEED TO INITIAL SECTIONS 409(5) and 411(4).

DEVELOPER:

HARBOR PARK, LLC,
a California Limited Liability Company

By: _____
Camran Nojoomi
Manager

AUTHORITY:

SUISUN CITY HOUSING AUTHORITY,
a public agency, corporate and politic

By: _____
Lori D. Wilson, Chair

Date: _____, 201__

ATTEST:

Anita Skinner
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli , Authority Counsel

ATTACHMENT NO. 1
LEGAL DESCRIPTION OF SITE

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

PARCEL ONE:

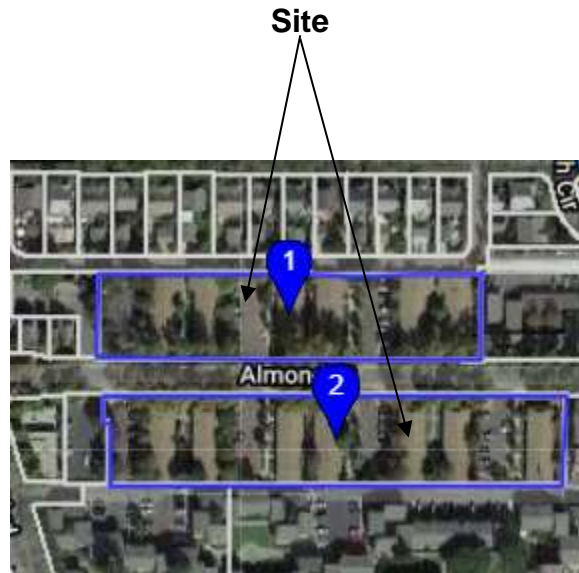
PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN BOOK 38 OF PARCEL MAPS, AT PAGE 15, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 5, 1995, SERIES NO. 1995-00054204.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY, VEHICULAR INGRESS AND EGRESS AND PEDESTRIANS, OVER THAT PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN BOOK 38 OF PARCEL MAPS, AT PAGE 15, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS NORTH 89 DEGREES 45' 10" WEST A DISTANCE OF 10.00 FEET AND NORTH 00 DEGREES 37' 00" EAST A DISTANCE OF 5.00 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 1 AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 22 OF RECORD MAPS AT PAGE 53, SOLANO COUNTY RECORDS; THENCE NORTH 89 DEGREES 45' 10" WEST A DISTANCE OF 13.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 10.00 FEET CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 60 DEGREES 14' 50" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60 DEGREES 00' 00" AN ARC DISTANCE OF 10.47 FEET; THENCE NON-TANGENT TO SAID CURVE NORTH 00 DEGREES 37' 00" EAST A DISTANCE OF 24.14 FEET; THENCE SOUTH 89 DEGREES 23' 00" EAST A DISTANCE OF 22.06 FEET; THENCE SOUTH 00 DEGREES 37' 00" WEST A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.

ATTACHMENT NO. 1-A
SITE MAP



ATTACHMENT NO. 2
PERSONAL PROPERTY

All tangible personal property located on the Site or within the improvements located thereon, including, without limitation, any and all appliances, furniture, artwork, planters, canopies, carpeting, draperies and curtains, tools and supplies, inventories, equipment and other items of personal property owned by Authority used exclusively in the operation of the Site.

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

A. PROJECT CONCEPT

The term “Project” shall mean residential improvements required to be constructed by Developer on the Site including, but not limited to, the construction of buildings, glass and concrete work, landscaping, parking areas, and related improvements for an apartment community. Developer will construct (i) six (6) 2-story buildings each containing sixteen (16) Units, and (ii) one (1) story building containing the management office and a Manager’s Unit).

The Project shall initially consist of ninety-six (96) Units. Fifty-Two (52) of the Units shall be restricted as Affordable Units.

The location of the respective Affordable Units will be designated in writing by Developer, delivered to the Authority and subject to Authority’s reasonable approval. The Affordable Units shall be interspersed amongst the different New Facilities.

The forty-four (44) Unrestricted Units may be rented by Developer for fair market rent.

The Project will be constructed in phases as reasonably approved by Authority.

During the Feasibility Period, Developer and Authority shall discuss the availability of “Section 8” project based housing vouchers available for the Affordable Units.

During the construction, Developer shall relocate the Existing Tenants in phases to the New Facilities once constructed. Developer shall have no obligation to relocate all Existing Tenants at one time. Developer shall pay any applicable Relocation Costs.

B. DEMOLITION AND CLEARANCE

Developer will complete demolition of all the improvements on the Site. Developer shall be responsible for all on-site work and improvements, including, but not limited to the following:

1. Developer shall be responsible for all utility relocation, and other work necessary to prepare the Site for the improvements contemplated by the DDA, and shall be responsible for all construction of the Affordable Restricted Units in accordance with the approved plans thereof.

2. Restoring those streets adjacent to the Site, if any, that undergo utility trenching needed to provide house connections to service the Site. The streets shall be restored to the condition prior to construction, with materials acceptable to the Director of Public Works.

3. Developer shall be responsible for the repair and protection of off-site improvements during construction of the on-site improvements. Any off-site improvements found damaged shall be reconstructed or provided for by Developer to the satisfaction of the Director of Public Works.

4. Developer shall plant or provide for street trees adjacent to the Site, including tree root barriers, to the satisfaction of the Director of Public Works. All required street trees, and any landscaping and sprinkler systems, shall be maintained by Developer and/or successors.

5. Developer shall provide or construct sidewalks, as shown on the approved Conceptual Plans, to the satisfaction of the Director of Public Works.

6. Developer shall submit a drainage plan with hydrology and hydraulic calculations, if requested, showing building elevations and drainage patterns and slopes, for review and approval by the Director of Community Development and the Director of Public Works. All required drainage/grading shall be provided in accordance with approved plans.

C. SITE PREPARATION

Developer shall, at its sole cost and expense, perform or cause to be performed grading plan preparation, fine grading and related compaction, and other site preparation as necessary for construction of the Project, as approved by the City Engineer. Plans shall be prepared by a licensed civil engineer in good standing and subject to the approval of the City Engineer.

Developer shall, at its sole cost and expense, scarify, over-excavate, cut, fill, compact, rough grade, and/or perform all grading as required pursuant to an approved grading plan(s) to create finished lots, building pads, and appropriate rights-of-way configurations necessary to develop the Project described herein.

D. PROJECT DESIGN

1. DESIGN PROCESS

Developer and its representatives, including its architect and engineer, shall work with City and Authority staff to develop and execute the architectural concept, architectural drawings, site plan, tentative tract map, grading plan, off-site improvement plans, and related drawings and documents consistent with Planning Commission and Authority direction pursuant to the Suisun City Municipal Code.

2. ARCHITECTURAL CONCEPT

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Site shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building, structure, and other improvements must be consistent with, visually related to, physically related to, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Developer's plans, drawings, and proposals submitted to Authority for approval shall describe in reasonable detail the architectural character intended for the Project. The open spaces between buildings on the residential portion of the Site, where they exist, shall be designed, landscaped and developed with the same degree of excellence.

3. SITE WORK

The Project shall substantially conform to the site and building plans approved pursuant to Subsection A above and with the Site Map attached to the Agreement as Attachment No. 1. It shall be the responsibility of Developer, the architect and the contractor to develop the Project consistent with the aforementioned plans. Any substantial modification to the approved site or building plans, as determined by the Director of Community Development, shall be referred to the Planning Commission for review and approval through a conformity report. Developer shall be responsible for the construction and installation of all improvements to be constructed or installed on the Site, including but not limited to the following:

a. Phased Construction

Construction of the Project shall be constructed in phases allowing Existing Tenants to be relocated during construction.

b. Parking

Developer shall develop on-site parking areas for the Site consisting of not less than required by applicable law. The design, construction, and number of parking spaces shall be in accordance with Chapters 20.47 and 20.70 of the Suisun City Municipal Code. Construction of the parking areas shall include installation of necessary drainage systems, paving, required landscaping and irrigation, striping and labeling, all in accordance with the Suisun City Municipal Code and approved plans.

c. Landscaping

Developer shall install and maintain on-site landscaping and automatic irrigation pursuant to approved plans consistent with Chapter 20.47 of the Suisun City Municipal Code.

d. Lighting

Developer shall install and maintain on-site lighting in a manner consistent the approved lighting and electrical plans. The design of light standards and fixtures shall be subject to the approval of the Director of Community Development.

e. Trash Storage

Trash storage areas shall be provided, of sufficient size to ensure containment of all solid waste materials generated from the Site in trash disposal and recycling bins. Adequate access shall be provided to the enclosures for refuse pickup.

f. Signs

A sign program shall be submitted to the City for approval. Building and, where necessary, electrical permits shall be obtained prior to installation, painting or erection of signs. Signs shall be designed, installed, and maintained in a manner consistent with the approved Site Plan and sign program.

4. UNDERGROUNDING UTILITIES

All new utility service connections servicing the Site shall be installed underground, including connections to facilities within the public right-of-way.

5. MECHANICAL EQUIPMENT

On-site mechanical equipment, whether roof or ground mounted, shall be completely screened from public view. Screening material shall be constructed of materials which coordinate with the overall architectural theme. Where public visibility will be minimal, the Director of Community Development may permit use of landscaping to screen ground mounted equipment.

6. APPLICABLE CODES

All improvements shall be constructed in accordance with the California Building Code (with Suisun City modifications), the County of Solano Fire Code (with Suisun City modifications), the Suisun City Municipal Code, and current City standards.

7. OFFSITE IMPROVEMENTS

Pursuant to the Agreement, Developer shall perform, or cause to be performed, all offsite improvements required by law or as a condition to any governmental or local approval or permit.

ATTACHMENT NO. 4
SCHEDULE OF PERFORMANCE

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
1.	Developer executes 3 copies of DDA and delivers same to Authority together with check for Deposit payable to Escrow Holder.	Prior to the public hearing specified in Event 2
2.	Authority holds public hearing on DDA and environmental document, approves or disapproves DDA ("Effective Date")	On or before November 15, 2021.
3.	Authority executes 3 copies of DDA and delivers 1 copy with the Deposit check to Escrow Holder and 1 copy to Developer ("Opening of Escrow")	On or before November 15, 2021
4.	Authority provides copies of all Due Diligence Documents which triggers commencement of the Feasibility Period ("Feasibility Period")	Within 3 days of Opening of Escrow
5.	Developer commences, in its discretion, to physically inspect and conduct environmental investigations on the Site and perform all due diligence it requires.	Upon commencement of Feasibility Period
6.	Title Company delivers Preliminary Report to Developer	Within 7 days after Opening of Escrow.
7.	Developer approves or disapproves title exceptions on Preliminary Report	Within 30 days after Event 6.
8.	Authority notifies Developer whether Authority will cure any disapproved exceptions	Within 15 days of Event 7.
9.	Developer prepares and submits to City and Authority preliminary plans, drawings and specifications in accordance with Concept Drawings and Site Plan, including architectural theme and treatment for the entire Site.	Within 5 days of commencement of Feasibility Period
10.	City and Authority approves Preliminary Drawings	Within 15 days of Event 9.
11.	Developer diligently pursues application for approvals for the Project.	Within 10 days of Event 10.
12.	Developer completes its due diligence and issues its approval or disapproval of the Site.	Prior to end of Feasibility Period.

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
13.	Developer obtains all necessary permits and approvals for the Project.	Within 180 days after Event 12.
14.	Escrow Agent gives notice of fees, charges, costs and documents to close Escrow	3 days prior to Closing
15.	Deposits into Escrow by Authority:	See below
	a) Grant Deed	On or before 1 business day preceding the Closing Date
	b) Regulatory Agreement	On or before 1 business day preceding the Closing Date
	c) Estoppel certificate	On or before 1 business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
16.	Deposits into Escrow by Developer:	See below
	a) Estoppel Certificate	On or before 1 business day preceding the Closing Date
	b) Certificate of Acceptance (to be attached to the Grant Deed)	On or before 1 business day preceding the Closing Date
	c) Regulatory Agreement	On or before 1 business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
17.	Close of Escrow with recordation of Grant Deed and Regulatory Agreement and delivery of documents and monies (Close of Escrow)	Within 30 days after Event 13
18.	Developer relocates Existing Tenants for the applicable phase.	Prior to commencement of construction of the applicable phase.
19.	Construction commences and Developer diligently pursues to completion	Not later than the 60 days following Event 17
20.	Developer completes construction of improvements of the phase and obtains a certificate of occupancy for the buildings in the applicable phase.	Within five (5) months of commencement of construction of the phase.
21.	Developer relocates Existing Tenants into the completed improvements as applicable	Within 10 days of Event 20.

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
22.	Developer completes all improvements for the Project and certificate of occupancy has been issued for all the Improvements	Within 2 years of the Close of Escrow.
23.	Authority issues Certificate of Completion.	Within 15 days of Developer's request after Event 22.

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text of the Agreement; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and Authority. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Authority shall have Authority to approve extensions of time without Authority Board action not to exceed a cumulative total of one hundred eighty (180) days as provided in Section 803.

ATTACHMENT NO. 5
GRANT DEED

FREE RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

Harbor Park LLC
9700 Village Center Drive Suite 120
Granite Bay, CA 95746
Attn: Camran Nojoomi

(Space Above This Line For Recorder's Office Use Only)

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, SUISUN CITY HOUSING AUTHORITY, a public agency, corporate and politic ("**Grantor**"), acting to carry out its functions under the Housing Law of the State of California, hereby grants to HARBOR PARK, LLC, a California limited liability company ("**Grantee**"), the real property ("**Site**") legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

As consideration for this conveyance, the Grantee covenants by and for itself and any successors in interest for the benefit of (i) Grantor, and (ii) the City of Suisun City ("**City**") as a third party beneficiary, as follows:

1. **Governing Documents.** The Site is conveyed pursuant to that certain Disposition and Development Agreement ("**DDA**") entered into by and between Grantor and Grantee dated _____, 2021. Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the DDA and this Deed. In the event of any conflict between this Grant Deed and the DDA, the provisions of the DDA shall control.

2. **Regulatory Agreement.** Grantee covenants and agrees for itself and its successors and assigns to its interest in the Site that it shall abide by the Regulatory Agreement recorded concurrently with this Grant Deed for so long as the Regulatory Agreement is in effect in accordance with its terms.

3. **Use of Site.** Grantee covenants that Grantee may only use the Site for residential purposes as consistent with the time period and other terms, covenants and conditions set forth in the DDA and the Regulatory Agreement, by which Grantee has agreed to be bound for so long as the Regulatory Agreement is in effect according to its terms. Grantee shall have no right to subdivide, separate, or partition the Site except as provided in the DDA. Breach of the terms, covenants, conditions, and provisions of the DDA or Regulatory Agreement shall be a material breach of this conveyance.

4. **Encumbrances Prohibited.** Prior to issuance of the Release of Construction Covenants by the Grantor as provided in the DDA, the Grantee shall not place or suffer to be placed on the Site any lien or encumbrance other than mortgages, deeds of trust, sales and leases back or any other form of conveyance required for financing of the acquisition of the Site,

the construction of improvements on the Site, and any other expenditures necessary and appropriate to develop the Site, except as specifically provided in the DDA.

5. Non-Discrimination. Grantee covenants that except for the tenancy/occupancy restrictions not prohibited by federal law as embodied in the DDA and Regulatory Agreement, there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

6. Reservation of Existing Streets. Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Site which might otherwise pass with a conveyance of the Site.

7. Form of Nondiscrimination Clauses in Agreements. Subject to the tenancy/occupancy restrictions not prohibited by federal law as embodied in the DDA, which may modify the following nondiscrimination clauses, the following shall apply: Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. Leases: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

c. **Contracts:** In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

8. **Mortgage Protection.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the DDA; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

9. **Covenants to Run With the Land.** The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be duly executed by respective officers as of this _____ day of _____, 202__.

AUTHORITY:

SUISUN CITY HOUSING AUTHORITY, a public
agency, corporate and politic

By: _____
Lori D. Wilson, Chair

Date: _____, 202__

ATTEST:

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli
Authority Counsel

By: _____
Anita Skinner
Authority Secretary

CERTIFICATE OF ACCEPTANCE

By its acceptance of this Grant Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of the Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.
2. The provisions of this Grant Deed are hereby approved and accepted.

HARBOR PARK, LLC,
a California Limited Liability Company

By: _____
Camran Nojoomi
Manager

_____, 202_

ATTACHMENT NO. A
LEGAL DESCRIPTION OF SITE

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

PARCEL ONE:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN BOOK 38 OF PARCEL MAPS, AT PAGE 15, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 5, 1995, SERIES NO. 1995-00054204.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY, VEHICULAR INGRESS AND EGRESS AND PEDESTRIANS, OVER THAT PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN BOOK 38 OF PARCEL MAPS, AT PAGE 15, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS NORTH 89 DEGREES 45' 10" WEST A DISTANCE OF 10.00 FEET AND NORTH 00 DEGREES 37' 00" EAST A DISTANCE OF 5.00 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 1 AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 22 OF RECORD MAPS AT PAGE 53, SOLANO COUNTY RECORDS; THENCE NORTH 89 DEGREES 45' 10" WEST A DISTANCE OF 13.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 10.00 FEET CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 60 DEGREES 14' 50" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60 DEGREES 00' 00" AN ARC DISTANCE OF 10.47 FEET; THENCE NON-TANGENT TO SAID CURVE NORTH 00 DEGREES 37' 00" EAST A DISTANCE OF 24.14 FEET; THENCE SOUTH 89 DEGREES 23' 00" EAST A DISTANCE OF 22.06 FEET; THENCE SOUTH 00 DEGREES 37' 00" WEST A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

ATTACHMENT NO. 6
BILLS OF SALE

This instrument is executed and delivered as of the ____ day of _____, 202__ pursuant to that certain Disposition and Development Agreement dated as of _____, 2021 ("**Agreement**"), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic ("**Owner**"), and Harbor Park, LLC, a California limited liability company ("**Buyer**"), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) ("**Real Property**").

1. Sale of Personalty. For good and valuable consideration, Owner hereby sells, transfers, sets over and conveys, without warranty from Owner to Buyer the following:

(a) Tangible Personalty. All of Owner's right, title and interest, if any, in and to all the furniture, fixtures, equipment and other tangible personal property owned by Owner and located in or on the Real Property and specified on Exhibit A hereto ("**Personal Property**") excepting any such personal property belonging to the management agent or any existing tenants at the Real Property; and

(b) Intangible Personalty. All the right, title and interest of Owner, if any, in and to assignable licenses and permits relating to the operation of the Real Property, and assignable guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Real Property.

2. Agreement Applies. Any covenants, agreements, disclaimers, representations, warranties, indemnities and limitations provided in the Agreement with respect to the Property (including, without limitation, the limitations of liability provided in the Agreement), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Owner and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date written above.

AUTHORITY:

SUISUN CITY HOUSING AUTHORITY, a public
agency, corporate and politic

By: _____
Lori D. Wilson, Chair

Date: _____, 202__

ATTEST:

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli
Authority Counsel

By: _____
Anita Skinner
Authority Secretary

EXHIBIT A

LIST OF PERSONAL PROPERTY

All tangible personal property located on the Site or within the improvements located thereon, including, without limitation, any and all appliances, furniture, artwork, planters, canopies, carpeting, draperies and curtains, tools and supplies, inventories, equipment and other items of personal property owned by Authority used exclusively in the operation of the Real Property.

ATTACHMENT NO. 7
ASSIGNMENT OF CONTRACTS
ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This instrument is executed and delivered as of the ____ day of _____, 202_ (**"Effective Date"**) pursuant to that certain Disposition and Development Agreement dated as of _____, 2021 (**"Agreement"**), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (**"Assignor"**), and HARBOR PARK, LLC, a California limited liability company (**"Assignee"**), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (**"Real Property"**).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor, hereby sells, transfers, assigns and sets over unto Assignee, its legal representatives, successors and assigns, all of Assignor's right, title and interest in, to and under those certain service contracts referred to on Exhibit A attached hereto and made a part hereof (the **"Contracts"**) affecting the Real Property.

Assignee does hereby accept the foregoing assignment subject to the terms and conditions herein and in the Contracts, and does hereby assume, without exculpation, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Contracts arising from and after the Effective Date, and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original party thereunder.

Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with the Contracts as to events occurring prior to the Effective Date.

This Assignment and Assumption of Contracts will be binding upon and will inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment and Assumption of Contracts may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Contracts as of the Effective Date.

ASSIGNEE:

HARBOR PARK, LLC,
a California Limited Liability Company

By: _____
Camran Nojoomi
Manager

ASSIGNOR:

SUISUN CITY HOUSING
AUTHORITY, a public agency,
corporate and politic

By: _____
Lori D. Wilson, Chair

Date: _____, 202__

ATTEST:

Anita Skinner
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli,
Authority Counsel

Exhibit to Assignment of Contracts

List of Service Contracts

ATTACHMENT NO. 8
ASSIGNMENT OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

This instrument is executed and delivered as of the ____ day of _____, 202_ (“**Effective Date**”) pursuant to that certain Disposition and Development Agreement dated as of _____, 2021 (“**Agreement**”), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“**Assignor**”), and HARBOR PARK, LLC, a California limited liability company (“**Assignee**”), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“**Real Property**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor, hereby sells, transfers, assigns and sets over unto Assignee, its legal representatives, successors and assigns, all of Assignor’s right, title and interest in, to and under those certain leases referred to on Exhibit A attached hereto and made a part hereof (“**Leases**”) affecting the Real Property, together with all security deposits tendered under the Leases remaining in the possession of Assignor.

Assignee does hereby accept the foregoing assignment subject to the terms and conditions herein and in the Leases, and does hereby assume, without exculpation, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Leases arising from and after the Effective Date, and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original landlord or lessor thereunder.

Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with the Leases as to events occurring prior to the Effective Date.

This Assignment and Assumption of Leases will be binding upon and will inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment and Assumption of Leases may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases as of the Effective Date.

ASSIGNEE:

HARBOR PARK, LLC,
a California Limited Liability Company

By: _____
Camran Nojoomi
Manager

ASSIGNOR:

SUISUN CITY HOUSING
AUTHORITY, a public agency,
corporate and politic

By: _____
Lori D. Wilson, Chair

Date: _____, 201__

ATTEST:

Donna Pock
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli,
Authority Counsel

Exhibit to Assignment of Leases

List of Leases

ATTACHMENT NO. 9

**REGULATORY AGREEMENT AND DECLARATION OF
COVENANTS AND RESTRICTIONS**

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SUISUN CITY HOUSING AUTHORITY
701 Civic Center Blvd
Suisun City, California 94585
Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)

**REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("**Agreement**") is made and entered into this ____ day of _____, 201_, by and among the SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic ("**Authority**") and HARBOR PARK, LLC, a California limited liability company ("**Owner**"). The City of Suisun City ("**City**") is a third party beneficiary of this Agreement.

R E C I T A L S:

A. Pursuant to that certain Disposition and Development Agreement between Owner and Authority dated _____, 2021 ("**DDA**"), Authority sold Owner that certain apartment project commonly known as "Almond Gardens" located at 707-815 Almond Street in the City of Suisun City, County of Solano, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference ("**Site**").

B. As material consideration for the sale of the Site to Owner, Owner has agreed to (i) demolish the existing improvements; and (ii) construct sixteen (16) apartment buildings each containing six (6) residential units ("**Units**") and one (1) building which will contain the management office and a residential unit for the manager ("**Project**"). Fifty-Two (52) of the Units will be restricted for leasing to low income households and moderate income households pursuant to the terms of this Agreement. The balance of the Units in the Project shall not be restricted and may be rented for fair market rent.

A G R E E M E N T:

NOW, THEREFORE, the Owner and Authority declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied for the Term, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the

improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of Authority, the citizens of the City of Suisun City, and every person renting a dwelling unit on the Site.

A. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1. **Affordable Rent.** The term "Affordable Rent" shall be the maximum rent and other charges permitted by the Authority for "Section 8" project based voucher units. The Affordable Rent (assuming a tenant only pays for gas and electricity and no other services) as of October 2021 for a one (1) bedroom is \$1,563.00 and for a two (2) bedroom is \$1,786.00.

2. **Affordable Restricted Unit.** The term "Affordable Restricted Unit" shall mean fifty-two (52) residential Units in the Project, each of which is restricted to occupancy by a Qualified Affordable Tenant. "Affordable Restricted Units" shall mean and refer collectively to the Affordable Restricted Units located on the Site.

3. **Effective Date.** The term "Effective Date" shall mean _____.

4. **Existing Lease Agreements.** The term "Existing Lease Agreements" shall mean all the lease agreements for all Existing Tenants which will be assigned to and assumed by Owner as of the Effective Date.

5. **Existing Tenants.** The term "Existing Tenants" shall mean all tenants occupying the Existing Facilities at the Site as of the Effective Date.

6. **[Intentionally Omitted]**

7. **Manager's Unit.** The term "Manager's Unit" shall mean the residential housing unit within the building designated by Owner as the management office and residence for the Qualified Manager. The Manager's Unit shall not be a restricted Affordable Restricted Unit.

8. **[Intentionally Omitted]**

9. **Project.** The term "Project" shall have the meaning set forth in Recital B.

10. **Qualified Manager.** The term "Qualified Manager" shall mean the resident manager of the Project who is selected and retained by Owner pursuant to the Regulatory Agreement. The Qualified Manager shall reside in the Manager's Unit within the Project as designated by Owner.

11. **Qualified Affordable Tenant.** shall mean those households seeking to rent an Affordable Restricted Unit who qualify to receive a "Section 8" project based housing voucher by the Authority.

12. **Relocation Expenses.** The term “**Relocation Expenses**” shall mean all expenses necessary to relocate the Existing Tenants in phases during the construction process to either existing facilities or new facilities within the Project.

13. **[Intentionally Omitted]**

14. **Units.** The term “Units” shall mean all the residential apartment units in the Project including both the Affordable Restricted Units and the Unrestricted Units.

15. **Unrestricted Unit.** The term “**Unrestricted Unit**” shall mean and refer to each of the forty-four (44) residential units in the Project which are not Affordable Restricted Unit. “**Unrestricted Units**” shall mean and refer collectively to all the Units on the Site which are not restricted as Affordable Restricted Units located on the Site.

B. RESIDENTIAL RENTAL PROPERTY. Owner agrees that the Project is to be owned, managed, and operated as an apartment project consisting of ninety-six (96) residential Units of which fifty-two (52) Units are restricted to Affordable Restricted Units during the Term. The Unrestricted Units are not restricted or limited in any way under this Agreement. Owner hereby represents, covenants, warrants and agrees as follows:

1. **Purpose.** The Site is being acquired and the Project constructed for the purpose of providing only fifty-two (52) Units as Affordable Restricted Units for Qualified Affordable Tenants. The balance of the Units are Unrestricted Units.

2. **Residential Use.** None of the Units in the Project will at any time be utilized on a transient basis or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park without Authority’s prior consent which consent may be given or withheld in its sole and absolute discretion.

3. **Conversion of Project.** No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of Authority which approval may be given or withheld in its sole and absolute discretion.

4. **Preference to Qualified Affordable Tenants.** All of the Affordable Restricted Units will be available for rental to Qualified Affordable Tenants in accordance with the terms of this Agreement, and the Owner shall not give preference to any particular class or group in renting the Affordable Restricted Units.

5. **Resident Manager.** The Unit in the building with the management office shall be occupied by a Resident Manager as their residence.

6. **Liability of Owner.** Owner and Resident Manager shall not incur any liability under this Agreement as a result of fraud or intentional misrepresentation by a Qualified Affordable Tenant as to the Affordable Restricted Unit.

C. OCCUPANCY OF AFFORDABLE RESTRICTED UNITS BY QUALIFIED AFFORDABLE TENANTS. Owner hereby represents, warrants, and covenants as follows with respect to the Affordable Restricted Units only:

1. **Occupancy.** Except as expressly provided herein, throughout the term of this Agreement the occupancy of all of the Affordable Restricted Units in the Project shall be restricted to Qualified Affordable Tenants and qualified members of the Qualified Affordable Tenant's household.

2. **Occupancy of Affordable Restricted Units.** In addition to the occupancy restrictions in Section C.1 and subject to Section B.5, (i) _____ (___) of the Affordable Restricted Units shall be one (1) bedroom Units; and (ii) _____ (___) of the Affordable Restricted Units shall be two (2) bedroom Units.

3. **Expiration of Occupancy and Rent Restrictions.** The Affordable Restricted Units shall be subject to the restrictions contained in this Section C for the Term of this Agreement. All tenants residing in the Affordable Restricted Units during the final two (2) years of the Term shall be given notice of the expiration of the Term at least once every six (6) months during the final two (2) years. After the expiration of the Term, the rents payable on the Affordable Restricted Units may be raised to market rates.

4. **Rental Rates.** Owner agrees to rent the Affordable Restricted Units occupied by Qualified Affordable Tenants at no greater than the applicable Affordable Rent.

5. **Occupancy By Qualified Affordable Tenant.** An Affordable Restricted Unit occupied by a Qualified Affordable Tenant shall be treated as occupied by a Qualified Affordable Tenant until the Authority no longer deems such tenant a Qualified Affordable Tenant.

6. **[Intentionally Omitted]**

7. **Rental Priority.** During the term of this Agreement, and to the extent allowed under applicable Affordable Housing Program restrictions, Owner shall use its best efforts to lease vacant Affordable Restricted Units to Qualified Affordable Tenants, subject to reasonable screening criteria implemented by Owner, such as criminal background and credit verifications.

8. **Renting Vacant Units.** When an Affordable Restricted Unit becomes available as a result of a tenant vacation, Owner shall rent the Affordable Restricted Unit to a Qualified Affordable Tenant.

9. **[Intentionally Omitted]**

10. Terminating Ineligible Tenant. Upon recertification by Authority, if a Qualified Affordable Tenant has become ineligible, the ineligible tenant's lease shall not be renewed and such tenant shall be required to vacate the Affordable Restricted Unit.

11. Certificate of Continuing Program Compliance. Upon the issuance of the Release of Construction Covenants and annually by January 31 of each year, or at any time upon the written request of Authority, Owner shall advise Authority of the occupancy of the Project by delivering a Certificate of Continuing Program Compliance in the form attached hereto as Exhibit C, certifying: (i) the number of Affordable Restricted Units of the Project which were occupied or deemed occupied pursuant to Section C.1 by a Qualified Affordable Tenant during such period, and (ii) to the knowledge of Owner either (a) no unremedied default has occurred under this Agreement, or (b) a default has occurred, in which event the Certificate shall describe the nature of the default and set forth the measures being taken by the Owner to remedy such default. Owner agrees to pay Authority a fee pursuant to Health and Safety Code Section 33418(c) to offset Authority's cost of monitoring the affordable housing at the Site, which shall not exceed Five Hundred Dollars (\$500) per year.

12. Maintenance of Records. Owner shall maintain materially complete and accurate records pertaining to the Affordable Restricted Units, and shall permit any duly authorized representative of Authority to inspect the books and records of Owner pertaining to the Project including, but not limited to, those records pertaining to the occupancy of the Affordable Restricted Units.

13. [Intentionally Omitted]

14. Authority Remedy for Excessive Rent Charge.

a. It shall constitute a default for Owner to charge or accept for an Affordable Restricted Unit rent amounts in excess of the amount provided for in Section C.4 of this Agreement. In the event that Owner charges or receives such higher rental amounts, in addition to any other remedy Authority shall have for such default, Owner shall be required to pay to Authority the entire amount of rent received in excess of the amount permitted pursuant to this Agreement.

b. It shall constitute a default for Owner to knowingly rent or continue to rent any Affordable Restricted Unit to a tenant who is not a Qualified Affordable Tenant for the particular Affordable Restricted Unit pursuant to the rental rate requirements set forth in Section C.4 of this Agreement. In the event Owner knowingly rents or continues to rent an Affordable Restricted Unit to an ineligible tenant, in addition to any other equitable remedy Authority shall have for such default, Owner, for each separate violation shall be required to pay to Authority an amount equal to (i) two times the greater of (A) the total rent Owner received from such ineligible tenant, during the period of the violation, or (B) the total rent Owner was entitled to receive for renting that Affordable Restricted Unit during the period of the violation, plus (ii) any relocation expenses incurred by Authority or City as a result of Owner having rented to such ineligible person.

c. It shall constitute a default for Owner to knowingly rent or continue to rent any of the Affordable Restricted Units in violation of the leasing preference

requirements of Section C of this Agreement. In the event Owner rents an Affordable Restricted Unit in violation of the leasing preference requirements and such violation has not been cured after notice and the applicable cure period set forth in Section 801 of the DDA, in addition to any other equitable remedy Authority shall have for such default, Owner, for each separate violation shall be required to pay Authority an amount equal to two (2) months of rental charges for the Affordable Restricted Unit with the highest rent. The terms of this Section C.14 shall not apply if Owner rents to an ineligible person as a result of such person's fraud or misrepresentation.

THE PARTIES HERETO AGREE THAT THE AMOUNTS SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c) OF THIS SECTION C.14 ("**DAMAGE AMOUNTS**") CONSTITUTE A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT AUTHORITY WOULD SUFFER DUE TO THE DEFAULTS BY OWNER SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c), CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO AUTHORITY AND ACCOMPLISHMENT OF AUTHORITY'S PURPOSE OF ASSISTING IN THE PROVISION OF AFFORDABLE HOUSING TO QUALIFIED AFFORDABLE TENANTS THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE AMOUNTS SET FORTH IN THIS SECTION C.14 SHALL BE THE SOLE MONETARY DAMAGES REMEDY FOR THE DEFAULTS SET FORTH IN THIS SECTION C.14, BUT NOTHING IN THIS SECTION C.14 SHALL BE INTERPRETED TO LIMIT AUTHORITY'S REMEDY FOR SUCH DEFAULT TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIAL AT THE PLACES PROVIDED BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO HAS EXPLAINED SAME AND THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

OWNER'S INITIALS: _____ AUTHORITY'S INITIALS: _____

16. Section 8 Tenants. Owner shall accept as tenants on the same basis as all other Qualified Affordable Tenants, persons who are Grant Recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. Owner shall not apply selection criteria to Section 8 certificate holders that are more burdensome than criteria applied to all other Qualified Affordable Tenants.

D. MAINTENANCE.

1. Maintenance Obligation. Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a good working condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such

maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Property in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2. Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site.

3. Tenant Compliance. Owner shall provide any proposed tenants of any portion of the Site with a copy of this Agreement (or an accurate summary of the terms of this Agreement) and shall, prior to entering into any lease agreement, have the proposed tenant execute an affidavit agreeing to comply with the provisions of this Agreement. All lease agreements shall be in writing and shall contain provisions which make compliance with the conditions of this Agreement express covenants of the lease.

4. Right of Entry. In the event Owner fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Authority, or if Owner and Authority agree such condition cannot reasonably be cured within such 30-day period Owner shall have such time as Owner and Authority mutually agree may be reasonably necessary to correct the condition provided that Owner is diligent in pursuit of the cure, City or Authority may, at their option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Authority or City, their employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance. Authority or City shall give Owner, its representative or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Regulatory Agreement. Owner shall pay such costs as are reasonably incurred by Authority or City for such maintenance, including attorneys' fees and costs.

5. Lien. If such costs are not reimbursed within thirty (30) days after Owners' receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be a personal obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. City and/or Authority may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any

such lien may be enforced by sale by the City or Authority following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, et seq., of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any Site approved by Authority pursuant to the DDA, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.

E. MANAGEMENT.

1. **Designation of Resident Manager.** Owner shall at all times during the operation of the Project retain a project management firm to perform the management and/or supervisory functions ("**Project Manager**") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Owner shall promptly notify Authority of the Project Manager and any change in the Project Manager. Notwithstanding anything to the contrary in this Section, the Project may be self-managed by Owner with the prior written consent of Authority's Executive Director which approval shall not be unreasonably withheld, conditioned or delayed.

In addition to the Project Manager, one (1) Resident Manager shall be designated as necessary by Owner or Project Manager, with written notice to Authority of the Resident Manager's name, address and telephone number.

F. COMPLIANCE WITH LAWS.

1. **State and Local Laws.** Owner shall comply with all ordinances, regulations and standards of the City and Authority applicable to the Site. Owner shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

2. **Lease Approval.** Authority shall have the right, but is not required, to approve any lease forms, revisions, amendments or modification made to same, used by the Project Manager or Resident Managers for leasing Units within the Site.

G. INSURANCE.

1. **Duty to Procure Insurance.** Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site that from completion of the Project as evidenced by City's issuance of a certificate of occupancy, and continuing thereafter until

the expiration of the Term of this Agreement, Owner or such successors and assigns shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and Authority, and shall provide Authority evidence reasonably acceptable to Executive Director, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Site and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit including products, completed operations, incidental, contractual, bodily injury, personal injury, death and property damage liability per occurrence, subject to such increases in amount as Authority may reasonably require from time to time. The insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Twenty-Five Thousand Dollars (\$25,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above. The amounts of coverage and deductible under this paragraph may be increased by Authority upon written notice to Owner provided such increase is based on such insurance as required for similar projects.

b. With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Solano County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake to the extent generally and commercially available at commercially reasonable rates as reasonably determined by Owner. Authority shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

c. All policies of insurance required to be carried by Owner shall be written by responsible and solvent insurance companies licensed or authorized to do business in the State of California and having a policy-holder's rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Authority prior to its issuance of the Release of Construction Covenants for the Project and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Authority may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder.

d. Each insurance policy required to be carried by Owner pursuant to this Agreement shall contain the following endorsements, provisions or clauses:

- (1) The insurer will not cancel or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Authority a minimum of thirty (30) days prior written notice by certified mail, return receipt requested.
- (2) A waiver by the insurer of any right to subrogation against Authority, its agents, employees, or representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Authority, its agents, officers, members, officials, employees, or representatives.
- (3) The City, Authority, their respective agents, officers, members, officials, employees, volunteers, and representatives shall be additional insureds on the Commercial General Liability policies.
- (4) The City and Authority shall be loss payees on the All Risk Property insurance policies.
- (5) Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the City, Authority, their officers, officials, employees, volunteers, agents, or representatives.
- (6) Failure to comply with reporting provisions shall not affect coverage provided to City, Authority, their officers, employees, volunteers, agents, or representatives.

e. Authority's Executive Director may require an increase in the minimum limits of the insurance policies required by this Section as such increases are reasonably determined necessary to provide for changes in cost of living, liability exposure, the market for insurance, or the use of the Site. Such increases in insurance coverage shall be effective upon receipt of written notice from the Executive Director, provided that Owner shall have the right to appeal a determination of increased coverage by the Executive Director to Authority Board of Directors within thirty (30) days of receipt of notice from the Executive Director.

f. Authority's Executive Director may waive or modify the insurance requirements set forth herein if such insurance is determined by the Executive Director not to be commercially available. Owner shall submit such evidence of commercial availability as is reasonably required by the Executive Director. At least annually, Owner shall review the availability of any insurance requirement waived or modified pursuant to this section, and shall meet any such insurance requirement as such insurance becomes commercially available.

2. Failure to Procure Insurance. If Owner fails to procure and maintain the above-required insurance despite its commercial availability, then Authority, in addition to any other remedy which Authority may have hereunder for Owner's failure to procure, maintain, and/or pay for the insurance required herein, may (but without any obligation to do so) at any time or from time to time, after thirty (30) days written notice to Owner, procure such insurance and pay the premiums therefor, in which event Owner shall immediately repay Authority all sums so paid by Authority together with interest thereon at the maximum legal rate.

H. OBLIGATIONS TO REPAIR.

1. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section H.3 below, if the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Project to substantially the same condition as the Project is required to be maintained in pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement or restoration and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied as an affordable housing project in accordance with this Agreement. However, in the event of catastrophic damage not covered by insurance, Owner shall be excused from the obligation to rebuild but shall be obligated to ensure that the property is in a safe condition. Subject to extensions of time for Enforced Delay events described in the DDA, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date Owner obtains insurance proceeds unless Authority's Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Authority shall cooperate with Owner, at no expense to Authority, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Property or any Project lenders do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the Project by giving notice to Authority (in which event Owner shall be entitled to all insurance proceeds but Owner shall be required to remove all debris from the Site) or Owner may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Authority, and the other governmental agency or agencies with jurisdiction.

If Owner fails to obtain insurance as required by the DDA or this Agreement (and Authority has not procured such insurance and charged Owner for the cost), Owner shall be obligated to reconstruct and repair any partial or total damage to the Project and improvements located on the site in accordance with this Section H.1.

2. Continued Operations. During any period of repair, Owner shall continue, or cause the continuation of, the operation of the Project to the extent reasonably practicable from the standpoint of prudent business management.

3. Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the improvements comprising the Project are completely destroyed or substantially damaged by a casualty for which Owner is not required to (and has not) insure against, then Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Authority with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, Owner shall remove all debris from the Property. As used in this Section H.3, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is ten percent (10%) or more of the replacement cost of the improvements comprising the Project. In the event Owner does not timely elect not to repair, replace, or restore the improvements as set forth in the first sentence of this

Section H.3, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the improvements and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed improvements in accordance with Section H.1 above and continue operation of the apartment complex during the period of repair (if practicable) in accordance with Section H.2 above.

I. LIMITATIONS ON TRANSFERS.

Owner covenants that Owner shall not transfer the Site or any of its interests therein except as provided in this Section.

1. Transfer Defined. As used in this Section, the term “**Transfer**” shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) (in the aggregate) of the present ownership and/or control of any person or entity constituting Owner or its general partners, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor’s immediate family, or among the entities constituting Owner or its general partners or their respective shareholders. In the event any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner, is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of such corporation, of beneficial interests of such trust; in the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of such limited or general partnership interest; in the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

2. Authority Approval of Transfer Required. Owner shall not Transfer the Site or any of Owner’s rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Authority, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval of any Transfer by Owner of its interest in the Site, Authority shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Authority’s obligations hereunder; and (iii) the proposed transferee’s experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Authority, no transfer by Owner of all or any portion of its interest in the Site (including without limitation a transfer not requiring Authority approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Regulatory Agreement. In addition, no attempted transfer of any of Owner’s obligations hereunder shall be effective

unless and until the successor party executes and delivers to Authority an assumption agreement in a form approved by Authority assuming such obligations.

3. Exceptions. The foregoing prohibition shall not apply to any of the following:

- (a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, but Owner shall notify Authority in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.
- (b) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance the acquisition of the Site and construction of improvements on the Site, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors.
- (c) After recordation of the Release of Construction Covenants, any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing provided that the principal amount of the loan does not exceed eighty percent (80%) of the value of the land and improvements thereon.
- (d) The granting of easements to any appropriate governmental agency or utility to facilitate the development of the Site.
- (e) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.
- (f) A transfer of ownership interests to a member of the transferor's immediate family, a trust, testamentary or otherwise, in which immediate family members of the transferor are the sole beneficiaries, or a corporation or partnership in which the immediate family members or shareholders of the transferor have controlling majority interest of more than fifty percent (50%).
- (g) A change in the respective percentage ownership interests exclusively of the present owners of Owner (as of the date of this Agreement), but this shall not authorize the transfer of any interest to any person or entity who is not a present owner of Owner.
- (h) The admission of a California nonprofit corporation (or an limited liability company wholly owned by a California nonprofit corporation) as a managing general partner of Owner, or the permitted successor thereof.
- (i) Transfer of the Project or Limited Liability Company interests in Owner's Limited Liability Company to a general partner, general partners or affiliates thereof of Owner, at the end of the fifteen year Tax Credit initial compliance period.
- (j) Execution of residential leases for the Units in the ordinary course of operations of the Site.

(k) A transfer in connection with a foreclosure or deed-in-lieu of foreclosure under any mortgage, deed of trust, or other form of conveyance permitted hereunder.

J. ENFORCEMENT. In the event Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner pursuant to this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Authority, or, in the event said default cannot be cured within said time period, Owner has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then Authority shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement; or

2. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder; or

3. Enter the Site and cure the Event of Default as provided in Section E hereof.

4. Impose, through Authority's Executive Director, an administrative fine for each day the violation continues. The amount of the fine shall be Twenty-Five dollars (\$25.00) per day, unless the violation is deemed a major violation, in which case the fine shall be Seventy-Five dollars (\$75.00) per day. The amounts of the foregoing fines shall be automatically increased by Five Dollars (\$5.00) every five (5) years during the Term of this Agreement. A "major" violation shall be one which affects adjacent property or the health and safety of persons. Owner may appeal the assessment of any fine to the City Council who may reverse, modify or uphold the decision of the Executive Director. In making this decision, the City Council shall determine whether the violation exists and whether the amount of the fine is appropriate under the circumstances.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

K. NON-DISCRIMINATION. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Owner, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site, or any part thereof (except as permitted by this Agreement).

L. COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. Authority and

Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site for the Term; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of Authority, and such covenants shall run in favor of Authority for the Term of this Agreement, without regard to whether Authority is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

Authority and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. Authority and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Qualified Affordable Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which Authority was formed.

Owner, in exchange for Authority entering into the DDA, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to Authority and the City the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

M. INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Authority, City, and their respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment relating in any manner to the Project excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of Authority, City, or their respective officers, officials, employees, members, agents, volunteers, or representatives. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof.

N. ATTORNEY'S FEES. In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its attorney's fees and costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

O. AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Solano.

P. NOTICE. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Authority:	Suisun City Housing Authority 701 Civic Center Blvd. Suisun City, CA 94585 Attn: Executive Director
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Avenue, Suite 400 Irvine, CA 92612 Attn: Elena Gerli, Esq.
Owner:	Harbor Park, LLC 9700 Village Center Drive Suite 120 Granite Bay, CA 95746 Attn: Camran Nojoomi
Copy to:	Matthew Ellis Downey Brand 621 Capitol Mall, 18th Floor Sacramento, CA 95814

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

Q. SEVERABILITY; WAIVER; INTEGRATION.

1. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

2. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. Integration. This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

R. FUTURE ENFORCEMENT. The parties hereby agree that should Authority cease to exist as an entity at any time during the term of this Agreement, the City of Suisun City shall have the right to enforce all of the terms and conditions herein, unless Authority had previously specified another entity to enforce this Agreement.

S. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

T. CONFLICT WITH TAX CREDIT REQUIREMENTS. Notwithstanding anything to the contrary set forth in the Agreement, to the extent that any provision of this Agreement conflicts with any provision of Section 42 of the Internal Revenue Code of 1986 (as amended) and/or any rules or requirements of the California Tax Credit Allocation Committee (collectively, the "Tax Credit Requirements"), Owner shall notify Authority in writing and the parties shall make appropriate and reasonable revisions to this Agreement to prevent any violation of the Tax Credit Requirements while still protecting the rights and obligations of Authority. Any modifications must be in writing executed and acknowledged by both parties and recorded in the Official Records of Solano County.

U. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

IN WITNESS WHEREOF, Authority and Owner have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

OWNER:

HARBOR PARK, LLC
a California Limited Liability Company

By: _____
Camran Nojoomi
Manager

AUTHORITY:

SUISUN CITY HOUSING
AUTHORITY, a public agency,
corporate and politic

By: _____
Lori D. Wilson, Chair

Date: _____, 202__

ATTEST:

By: _____
Anita Skinner
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli, Authority Counsel

EXHIBIT A
LEGAL DESCRIPTION OF SITE

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

PARCEL ONE:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN [BOOK 38 OF PARCEL MAPS, AT PAGE 15](#), AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 5, 1995, [SERIES NO. 1995-00054204](#).

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY, VEHICULAR INGRESS AND EGRESS AND PEDESTRIANS, OVER THAT PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN [BOOK 38 OF PARCEL MAPS, AT PAGE 15](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS NORTH 89 DEGREES 45' 10" WEST A DISTANCE OF 10.00 FEET AND NORTH 00 DEGREES 37' 00" EAST A DISTANCE OF 5.00 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 1 AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN [BOOK 22 OF RECORD MAPS AT PAGE 53](#), SOLANO COUNTY RECORDS; THENCE NORTH 89 DEGREES 45' 10" WEST A DISTANCE OF 13.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 10.00 FEET CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 60 DEGREES 14' 50" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60 DEGREES 00' 00" AN ARC DISTANCE OF 10.47 FEET; THENCE NON-TANGENT TO SAID CURVE NORTH 00 DEGREES 37' 00" EAST A DISTANCE OF 24.14 FEET; THENCE SOUTH 89 DEGREES 23' 00" EAST A DISTANCE OF 22.06 FEET; THENCE SOUTH 00 DEGREES 37' 00" WEST A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
IDENTIFICATION OF AFFORDABLE RESTRICTED UNITS

EXHIBIT C

Period Covered _____

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE SUISUN CITY HOUSING AUTHORITY

The undersigned, HARBOR PARK, LLC, a California Limited Liability Company (“**Owner**”), has read and is thoroughly familiar with the provisions of the Disposition and Development Agreement (“**DDA**”) and documents referred to therein executed by Owner and Suisun City Housing Authority (“**Authority**”) including, but not limited to, the Regulatory Agreement, as such term is defined in the DDA.

As of the date of this Certificate, the following Affordable Restricted Units in the Project are: (i) occupied by Qualified Affordable Tenants; or (ii) currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Affordable Tenant vacated such Affordable Restricted Unit:

Affordable Units	Occupied	Vacant
Qualified Affordable Tenants:	_____	_____

As of the date of this Certificate, the following are numbers of Affordable Restricted Units which are one (1) bedroom and two (2) bedroom units:

One Bedroom	Two Bedroom
Unit Nos. _____	Unit Nos. _____

Attached is a separate sheet (“**Occupancy Summary**”) listing, among other items, the following information for each Unit: the number of each Unit, the occupants of each Unit, the rental paid for each Unit, and the size and number of bedrooms in each Unit. The Owner certifies that the information contained in the Occupancy Summary is true and accurate.

The undersigned hereby certifies that (1) a review of the activities of the Owner during such period and of the Owner’s performance under the DDA and the documents referred to therein has been made under the supervision of the undersigned, and (2) to the best knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents (or describe the nature of any detail and set forth the measures being taken to remedy such defaults).

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

[illegible]

On _____, 202_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

[illegible]

On _____, 202_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL

**ATTACHMENT NO. 10
RELEASE OF CONSTRUCTION COVENANTS**

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Suisun City Housing Authority
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)

RELEASE OF CONSTRUCTION COVENANTS

RECITALS:

Pursuant to that certain Disposition and Development Agreement ("**Agreement**") dated _____, 201_ between and between the SUISUN CITY HOUSING AUTHORITY, a public agency, corporate and politic ("**Authority**") and HARBOR PARK, LLC, a California limited liability company ("**Developer**"), Developer has agreed to develop a residential development ("**Project**") on the Site (as defined below).

- A.** As referenced in the Agreement, Authority is required to furnish Developer with a Release of Construction Covenants upon completion of construction and development, which release shall be in such form as to permit it to be recorded in the Solano Official Records of the County Clerk of the County of Solano, California.
- B.** Developer has requested that Authority furnish Developer with the Release of Construction Covenants for the Site more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Site").
- C.** The Agreement provided for certain covenants to run with the land, which covenants were incorporated in the Regulatory Agreement, as those terms are defined in the Agreement.
- D.** This Release of Construction Covenants shall constitute a conclusive determination by Authority of the satisfactory completion by Developer of the construction and development required by the Agreement and of Developer's full compliance with the terms of the Agreement with respect to such construction and development, but not of the Regulatory Agreement, the provisions of which shall continue to run with the land pursuant to their terms.
- E.** Authority has conclusively determined that the construction and development on the Site required by the Agreement has been satisfactorily completed by Developer in full compliance with the terms of the Agreement.

NOW, THEREFORE, The improvements required to be constructed under the Agreement have been satisfactorily completed in accordance with the provisions of said Agreement.

1. This Release shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.
2. This Release shall not constitute evidence of Developer's compliance with the Regulatory Agreement, the provisions of which shall continue to run with the land.
3. This Release shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.
4. This Release is not a Notice of Completion as referred to in California Civil Code Section 3093.
5. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, Authority has executed this Release of Construction Covenants this _____ day of _____, 202__.

AUTHORITY:

SUISUN CITY HOUSING AUTHORITY,
a public agency, corporate and politic

By: _____
_____, Executive Director

APPROVED AS TO FORM:

Date: _____, 202__

ALESHIRE & WYNDER, LLP

ATTEST:

By: _____
Elena Gerli,
Authority Attorney

Donna Polk, Authority Secretary

EXHIBIT A

LEGAL DESCRIPTION OF SITE

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

PARCEL ONE:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JUNE 14, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA IN [BOOK 38 OF PARCEL MAPS, AT PAGE 15](#), AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 5, 1995, [SERIES NO. 1995-00054204](#).

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_ before me, _____, a
notary public, personally appeared
_____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary Public

SEAL:

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GARLAND & SALMON

*Appraisal of a Proposed Multi-Family Residential Site
3.19 Acres Located at 709 Almond Street
Suisun City Downtown Waterfront District, California*

DATES OF VALUATION:

*December 16, 2020 - Date of Value
December 16, 2020 - Date of Inspection
February 24, 2021 - Date of Report*

PREPARED FOR:

*Greg Folsom
City Manager
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585*

PREPARED BY:

*Garland & Salmon
2333 Courage Drive, Suite H-2
Fairfield, California 94533
(707) 429-8660*



REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

February 24, 2021

Greg Folsom
City Manager
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Folsom,

The following is a summary of an appraisal of a proposed multi-family residential redevelopment site located at 707 through 815 Almond Street in the Downtown Waterfront District of the city of Suisun City. The proposed redevelopment site features two non-contiguous parcels that total 3.19 acres that are currently improved with an apartment community known as Almond Gardens.

Continued operation of the Almond Gardens apartment community is not tenable due to the substandard and declining condition of the property. Historically the property featured fifty one units; but currently features forty rentable units, with eleven uninhabitable units that are not financially feasible to cure and restore to a market typical and habitable condition.

The City of Suisun has been in discussions to redevelop the site to a multi-family residential project. The City has requested an opinion of the market value of the Almond Gardens property as a multi-family residential redevelopment site; with the buyer of the subject property bearing the cost of demolition of the existing apartment building improvements.

The intended use of this appraisal is to serve as a valuation guide for decisions relating to a potential sale of the subject property. The appraisal is subject to the Hypothetical Condition that the terms of the proposed sale will require the buyer to completely redevelop the property to a multi-family housing project; including demolishing the existing buildings and developing a multi-family residential apartment project with at least as many affordable units as currently exist.

The appraisal assignment is to form an opinion of the market value of the subject property as a multi-family residential redevelopment site on the date of value. The opinion of value is in terms of cash or cash equivalence, and consistent with the DEFINITION OF MARKET VALUE included in this report.

This appraisal is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice. You are directed to the ASSUMPTIONS & LIMITING CONDITIONS and the SCOPE OF THE APPRAISAL, located on pages VII through X of the INTRODUCTION, that define the scope of and limit this report.

In my analysis I have considered the reported demolition costs of the existing improvements, and I have verified and considered relevant City of Suisun and Fairfield Suisun Sewer District development impact fee credits that will transfer with the subject property in forming my opinion of value.

It is like the subject property will have increased site development costs; to cure potential soil stability issues related to its historical issues with settlement and subsidence, and to raise proposed building foundations above the flood plain. As the scope of work and costs required to quantify the value impact of these potential site issues are not known at this time, I have not considered their potential impact in forming an opinion of market value for the subject property.

This appraisal is subject to the Hypothetical Condition that the subject is a neutral, market typical site on the date of value; and is not impacted by above market typical site development costs related to soil stability and/or flood plain issues.

Further, it is possible the subject property may have some tenant relocation obligations associated with the demolition of its existing apartment units and redevelopment. At this time the legal obligations of the subject property in this regard are uncertain. As this is an uncertain obligation I have not considered its potential impact in forming an opinion of market value for the subject property. It is a specific assumption that the subject property does not have any tenant relocation obligations associated with its redevelopment.

In my opinion increased above market typical development costs associated with the redevelopment of the subject property have a 1-to-1 effect on the market value of the residual land. That is for every dollar of above market typical development cost associated with curing the site and/or related to tenant relocation obligations effectively results in a corresponding dollar loss in the market value of the residual subject property land value.

In my opinion as of December 16, 2020 the 3.19 acre subject multi-family redevelopment site under the proposed and assumed conditions of sale has a market value of \$850,000.

The attached appraisal report contains 47 pages, and ADDENDA. This letter must remain attached to this report in order for the value opinions expressed to be considered valid. I certify that I have personally inspected the subject property and other information provided unless otherwise noted. All data gathered in my investigation is from sources believed to be reliable.

Sincerely,



Steven M. Salmon, MAI
CA #AG044622

EXECUTIVE SUMMARY
3.19 ACRE SUBJECT PROPERTY

Subject Property Owner(s) of Record	Suisun City Housing Authority
Assessor Parcel Numbers	0032-101-420 0032-102-160
Property Address	707 - 815 Almond Street
Site	3.19 Net Acres
Zoning	City of Suisun City; (DW) Downtown Waterfront (RMD) Residential Medium Density (12-24 Du/Ac)
General Plan	City of Suisun City; Special Plan Area Downtown Waterfront Specific Plan
Water	City of Suisun City
Sewer	Fairfield Suisun Sewer District (FSSD)
Site Character	Fully served downtown waterfront district multi-family residential redevelopment site with increased development costs due to its conditions of sale require demolishing the existing improvements.
Highest and Best Use	Redevelopment; Multi-Family Residential
Date of Value	December 16, 2020
Market Value Opinion	\$850,000

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OPPOSITE PAGE EXHIBITS

Location Map
Area Map
Suisun Harbor Aerial Depiction
Parcel Map
Google Earth Aerial Depiction
Comparable Sale Map

ADDENDA

Subject Photographs
Comparable Sale Data
Demolition Bid 12-09-2020
FEMA Flood Map
Preliminary Title Report

ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice defines:

Hypothetical Condition: is an assumption which is contrary to what is firmly known to exist, but is supposed or assumed for the purpose of discussion or analysis. There are hypothetical conditions for this appraisal assignment.

1. It is a hypothetical condition of this appraisal that the subject property will transfer with a condition of sale requiring the buyer to demolish the existing improvements at their expense and redevelop the property to a multi-family residential project with an equal to or greater level of affordable housing units.
2. The subject property is known to have soil stability and subsidence issues related to its historical development and operation as the Almond Garden Apartments. Further, the site is known to be within the flood plain and may require import fill and/or increased development costs to raise the building foundation foot prints above the flood plain in support of a multi-family residential use.

The scope of work and capital costs associated with curing these known detrimental site conditions are not known at this time. This appraisal is subject to the Hypothetical Condition that the subject is a neutral, market typical site on the date of value; and is not impacted by above market typical site development costs related to soil stability and/or flood plain issues.

In compliance with requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), we are informing readers and users of this appraisal that the use of Hypothetical Condition(s), if that condition did not transfer into actual existence in the form that in which it is hypothesized, would impact the assignment analysis, conclusions and opinions.

This appraisal is subject to the following ***SPECIFIC*** assumptions and limiting conditions:

1. The Client is the city of Suisun City. The intended use of this appraisal is to serve as a valuation guide for decisions relating to the potential sale of the subject property. The intended user is the Client and appropriate City staff. I do not authorize the use of this appraisal by any other party, or for any other use. Any other parties choosing to utilize this appraisal do so at their own risk, and without the consent of Garland & Salmon.
2. I have been provided with demolition cost estimates for the subject property. I relied on demolition cost estimates provided. It is a specific assumption of this appraisal that the demolition costs provided are reasonable and generally consistent with the anticipations of the competitive marketplace the property competes within.
3. It is possible the subject property may have some tenant relocation obligations associated with the demolition of its existing apartment units and redevelopment. At this time the legal obligations of the subject property in this regard are uncertain. As this is an uncertain obligation I have not considered its potential impact in forming an opinion of market value for the subject property. It is a specific assumption that the subject property does not have any tenant relocation obligations associated with its redevelopment.

This appraisal is subject to the following ***GENERAL*** assumptions and limiting conditions:

1. Reliance upon the appraisal report by any intended user is implied concurrence that the Scope of Work of the assignment is appropriate for the intended use of said intended user.
2. It is the responsibility of the Client to read this report and to inform us of any errors or omissions of which he/she is aware of before using this report or making it available to a third party.
3. Unless otherwise stated in this report, the existence of hazardous substances, which may or may not be present on the property, was not called to our attention nor did we become aware of such during our inspection. I have no knowledge of the existence of such substances on or in the property unless otherwise stated, I am not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion reported herein is predicated on the assumption that no such hazardous substances exist in or on the property or in such proximity thereto which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.
4. Unless specifically stated in this report, nothing contained herein shall be construed to represent any direct or indirect recommendation by us to buy, sell, hold, or construct the property appraised at the appraised value. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

5. No liability is assumed for matters legal in character.
6. I assume that there are no defects of title and that the property is free and clear of all liens or encumbrances.
7. No right or obligation to expert testimony or attendance in court by reason of this appraisal, with reference to this property, is included, unless arrangements have been previously made.
8. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purposes by any but the principal to whom it is addressed without said principal's previous written consent from us, and in any event, only with the proper qualifications.
9. The information furnished by others, as identified in this report, is believed to be accurate and reliable, but no guarantee is made as to the correctness thereof.
10. Any sketches are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and we assume no responsibility for these dimensions.
11. The projections of costs, income, and expenses for the subject property are not predictions of the future. These projections are our best estimates of the current market thinking about what future income and expenses will be. I make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing and it is not our task to forecast the conditions of a future real estate market. I can only reflect what the investment community envisions for the future in terms of rental rates, expenses, supply and demand.
12. Neither all nor any parts of the content of this report (especially any conclusions as to value, our identity, or any reference to the Appraisal Institute, or to the MAI designation) shall be disseminated to the public through any media or to any other parties without my prior written consent and approval.
13. Steven M. Salmon is certified by the State of California as a General Real Estate Appraiser. I am not licensed or certified in the fields of building inspection or civil, soils, structural, or environmental engineering. I believe that the subject property is not adversely impacted by hidden or unapparent conditions relative to these fields unless otherwise stated within this report.
14. The Americans with Disabilities Act (ADA) became effective in 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. Since I have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in developing the opinion of the value of the property.

SCOPE OF THE APPRAISAL

1. Discussed with the Client the nature of the assignment, including an agreement of the purpose and intended use of the report, date of valuation and report, property rights appraised, any extraordinary assumptions, values to be reported, and any other appropriate restrictions or limitations to be placed on the scope of the assignment.
2. Inspected and photographed the subject property on December 16, 2020.
3. Investigated the current ownership and recent history of the subject property.
4. Investigated the neighborhood and surrounding areas in relation to the impact of these locales on the subject property parcels.
5. Reviewed the Downtown Waterfront Specific Plan and city of Suisun City land use policies in regards to their impact on the subject property parcels and their development.
6. Reviewed the Almond Gardens Feasibility Study dated 08/14/2008, Floor Level Survey dated 06/09/07, and the Phase I Environmental Site Assessment dated 05/16/08 in regards to the subject property.
7. Reviewed and relied upon a demolition cost proposal prepared by Swank Construction, dated 12/09/20.
8. Interviewed representatives of the city of Suisun City Planning Department and the Fairfield Suisun Sewer District in regards to fee credits that will transfer with the subject property site due to the historical Almond Gardens building improvements.
9. Interviewed city of Suisun City Planning and Public Works Department Staff in regards to the development potential of the subject property.
10. Interviewed Greg Folsom, City Manager with the city of Suisun City in regards to the proposed conditions of sale of the subject property.
11. Formed opinions of the highest and best use of the subject property redevelopment site.
12. Researched comparable sale data, including public records, other appraisers, active and knowledgeable brokers and publications providing comparable sale data.
13. Confirmed comparable data to the extent necessary, preferably with parties immediate to each transaction, or with other appraisers that verified such data.
14. Developed opinions of value for the subject property by use of appropriate appraisal techniques.
15. Prepared the report in conformance with the Uniform Standards of Professional Appraisal Practice. It is not our intent nor is it even possible for an appraisal report document to include all facts and analysis considered by the appraiser during the course of their appraisal analysis. The scope of the report document is intended to be appropriate for the intended use of the appraisal.

PROFESSIONAL QUALIFICATIONS STEVEN M. SALMON, MAI

Steve Salmon is an Appraiser with Garland & Salmon, Real Estate Appraisers and Consultants and is active in the appraisal and analysis of single and multi-family residential, commercial office, retail, light industrial, speculative land, development land, and agricultural land. Mr. Salmon is also active in providing valuation services in support of litigation, of properties affected by eminent domain actions, and is practiced in appraising fee and easement interests.

In addition to appraisal Mr. Salmon is active in the analysis of various complex and special purpose properties; including the valuation of conservation easements, fractional interests, and complex or specialized property highest and best use. Mr. Salmon is certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG044622), and holds the MAI designation of the Appraisal Institute.

EMPLOYMENT

May - 2018	Partner, Garland & Salmon
December - 2014	MAI designated Appraiser Employed with Garland and Associates as an Associate Appraiser
August - 2010	State of California Licensed Certified General Appraiser Employed with Garland and Associates as an Associate Appraiser
September - 2006	Employed with Garland and Associates as a Real Estate Analyst
2001-2006	Rent.com - Santa Monica, California - Regional Sales Executive

PROFESSIONAL QUALIFICATIONS
STEVEN M. SALMON, MAI (Continued)

EDUCATION

University Pomona College, Claremont, California, Bachelor of Arts in English
(2001)

Appraisal Courses **Appraisal Institute:**

USPAP Update (2020)
Standards of Professional Business Practice & Ethics (2019)
Solving Land Valuation Puzzles (2018)
Uniform Appraisal Standards for Federal Land Acquisitions (2018)
Valuation of Conservation Easements (2016)
Application & Interpretation of Simple Linear Regression (2016)
Litigation Appraising: Specialized Topics & Applications (2016)
Condemnation Appraising: Principles & Applications (2015)
The Appraiser as an Expert Witness: Preparation & Testimony (2015)
Advanced Applications (2011)
Advanced Sales Comparisons & Cost Approaches (2009)
Real Estate Finance Statistics and Valuation Modeling (2009)
General Appraiser Report Writing and Case Studies (2009)
Advanced Income Capitalization (2008)
General Appraiser Market Analysis and Highest & Best Use (2008)
General Appraiser Site Valuation & Cost Approach (2008)
General Appraiser Sale Comparison Approach (2007)
Basic Income Capitalization (2007)
Basic Appraisal Procedures (2006)
Basic Appraisal Principles (2006)

RECENT PROFESSIONAL ACTIVITIES

Appraisal Institute - Northern California Chapter:

Northern California Chapter Treasurer (2021)
Northern California Chapter Secretary (2020)
Director (2018 - 2019)
Spring Conference - Speaker (2018)
Commercial Symposium - Speaker (2016)

APPRAISAL ASSIGNMENT

The following is a summary of an appraisal of a proposed multi-family residential redevelopment site located at 707 through 815 Almond Street in the Downtown Waterfront District of the city of Suisun City. The property is currently developed and operating as the Almond Gardens.

Continued operation of the Almond Gardens apartment community is reported to not be tenable and the City of Suisun has been in discussions to redevelop the site to a multi-family residential project. This appraisal is subject to two Hypothetical Conditions:

- The terms of the proposed sale will require the buyer to completely redevelop the property to a multi-family housing project; including demolishing the existing buildings and developing a multi-family residential apartment project with at least as many affordable units as currently exist.
- The subject property is known to have soil stability and subsidence issues related to its historical development and operation as the Almond Garden Apartments. Further, the site is known to be within the flood plain and may require import fill and/or increased development costs to raise the building foundation foot prints above the flood plain in support of a multi-family residential use.

The scope of work and capital costs associated with curing these known detrimental site conditions are not known at this time. This appraisal is subject to the Hypothetical Condition that the subject is a neutral, market typical site on the date of value; and is not impacted by above market typical site development costs related to soil stability and/or flood plain issues.

Further, it is uncertain if the subject property has tenant relocation obligations associated with the demolition of its existing apartment units and redevelopment. At this time the legal obligations of the subject property in this regard are uncertain.

As this is an uncertain obligation I have not considered its potential impact in forming an opinion of market value for the subject property. It is a specific assumption that the subject property does not have any tenant relocation obligations associated with its redevelopment.

The purpose of this appraisal is to form a current opinion of market value for the subject property as a multi-family residential site with market typical site development costs; with the buyer of the subject site bearing the relevant costs and obligations associated with the demolition and removal of the existing apartment building improvements prior to redevelopment.

In my opinion increased above market typical development costs associated with the redevelopment of the subject property have a 1-to-1 effect on the market value of the residual land. That is for every dollar of above market typical development cost associated with physically curing the site and/or related to potential tenant relocation obligations effectively result in a corresponding dollar loss in the market value of the subject residual land value.

This appraisal is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). The opinion of value is in terms of cash or cash equivalence, and consistent with the DEFINITION OF MARKET VALUE included in this report.

CLIENT, INTENDED USE & USERS

The Client is the city of Suisun City. The intended use of this appraisal is to serve as a valuation guide for decisions relating to the potential sale of the subject property. The intended user is the Client and appropriate City staff. I do not authorize the use of this appraisal by any other party, or for any other use. Any other parties choosing to utilize this appraisal do so at their own risk, and without the consent of Garland & Salmon.

DATES OF APPRAISAL

December 16, 2020 - Date of Value

December 16, 2020 - Date of Inspection

February 24, 2021 - Date of Report

PROPERTY RIGHTS APPRAISED

This is an appraisal of the fee simple interest in the subject property. *Fee simple interest* is defined as “absolute ownership, unencumbered by any other interest or estate.”¹ However, all ownerships are subject to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

¹ *Dictionary of Real Estate Appraisal*, 4th Edition, The Appraisal Institute

DEFINITION OF MARKET VALUE

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

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of Financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”²

APPRAISAL PROCESS

The purpose of this appraisal is to form a current opinion of the market value of the subject property as a multi-family redevelopment site; it is a hypothetical condition of this appraisal that the subject property will transfer with a condition of sale requiring the buyer to demolish the existing improvements at their expense, and redevelop the property to a multi-family residential project with an equal to or greater level of affordable housing units.

This is not a market typical condition of sale; and therefore is not a condition of sale that is readily inherent in the comparable market data available for analysis. Therefore, I will first opine to a preliminary market value opinion of the subject property as a market typical, multi-family residential development site.

Once a preliminary value opinion has been opined, I will consider the impact of the reported conditions of sale on the residual market value of the subject property redevelopment site prior to reconciling to a final opinion of market value. In order to form opinions of value I will analyze those external and internal characteristics of the property that may have an impact on value. As a means of quantifying value, various marketplace activities will be analyzed.

² *Dictionary of Real Estate Appraisal*, 4th Edition, The Appraisal Institute

In this report, the marketplace activity has been analyzed by the Sale Comparison Approach. The Sale Comparison Approach is a direct analysis of sales of comparable properties to draw conclusions regarding the value of the property, and the market provided sufficient data for analysis.

The subject property competes in the marketplace as a multi-family residential redevelopment site. The Cost and Income Approaches are not appropriate for this appraisal assignment.

LOCATION

The subject property is located in the city of Suisun City, in Solano County, California. More specifically the site features a Downtown Waterfront District location east of the intersection of Almond Street and Civic Center Boulevard. The property is currently improved with the Almond Gardens apartments; which are located on the north and south side of Almond Street between Civic Center Boulevard and Whispering Bay Lane, with reported street addresses of 707 through 815 Almond Street.

LEGAL DESCRIPTION

The subject property is located in the State of California, within incorporated Suisun City. The subject property is commonly known as Solano County Assessor Parcel Numbers (APNs) 0032-101-420 and 0032-102-160.

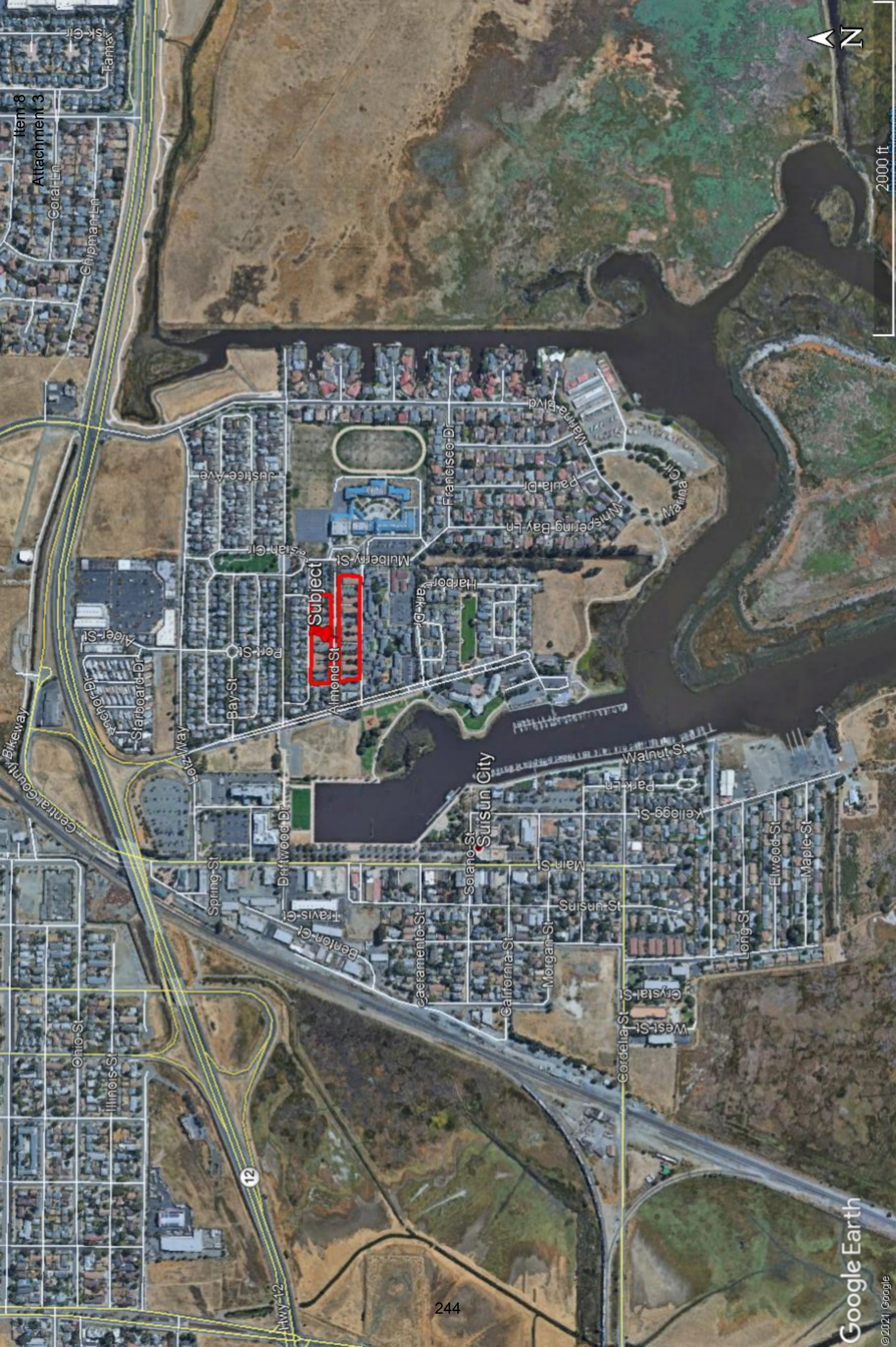
I was provided a title report for the subject property parcels. A copy of the Title Report is located in the Addenda of this report. For a complete legal description of the subject property please refer to the copy of the Title Report located in the Addenda.

SOLANO COUNTY & SUISUN CITY / FAIRFIELD MARKET AREA OVERVIEW

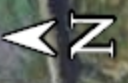
The purpose of this report section is to highlight and provide historical and current information as of the February 2021 date of value on economic issues that are relevant to the area economy on the date of value, and in relevant real estate marketplaces.

Solano County is located roughly midway between San Francisco to the southwest and Sacramento to the northeast, and is the most eastern of the San Francisco Bay Area's nine counties. An area map is opposite this page for reference.

The majority of the urban areas in Solano County are positioned along Interstate Freeways 80



Item 8
Attachment 3



2000 ft

Subject

Suisun City



and 680, which converge in the center of the county. The major element of growth in Solano County has been migration into the county by both businesses and families. The county offers rare circumstances found nowhere else in the San Francisco Bay Area; relatively affordable housing, available and reasonably priced land, nearby educational opportunities, as well as a wide variety of recreational activities.

Geographically, Solano County extends from Vallejo on the southwest to Dixon on the northeast, but locally the county is referred to as southern Solano County and northern Solano County. Southern Solano County is located adjacent to the Sacramento River Delta, Suisun Bay as well as San Pablo Bay, and consists of the three waterfront communities of Vallejo, Benicia and Rio Vista. Northern Solano County consists of the county seat city of Fairfield and the cities of Suisun City, Vacaville and Dixon.

This area is particularly appealing to households who split the commute between the major employment centers of Contra Costa County/Bay Area and the Sacramento Metroplex. In addition, families are attracted to moving to the area from larger and more expensive population centers to avoid congestion, air pollution, crime, poorer schools and to improve general quality of life that is less crowded and perceived as better.

Regionally, Solano County is a secondary market area that is located on the fringe of the core Bay Area; historically it has been the least affluent of the nine Bay Area counties, and has historically developed to provide lower cost suburban housing for workers commuting to employment centers located in core Bay Area market areas, and to a lesser extent to Sacramento market area employment centers.

The November 2020 California Association of Realtors Single Family Home Sales and Price Activity report is shown in the table on the following page. The table on the following page highlights the regional median home price disparity between Solano County in comparison to core Bay Area counties, and its historical rank and appeal in comparison to other comparably lower cost Sacramento Valley counties.

November-20	Median Sale \$ Existing SFR			
S.F. Bay Area	Nov-20	Oct-20	Price YTY% Chg	Sales YTY% Chg
Alameda	\$1,049,040	\$1,049,000	15.3%	39.6%
Contra Costa	\$810,000	\$787,250	26.6%	49.9%
Marin	\$1,425,000	\$1,468,500	12.2%	40.6%
Napa	\$824,500	\$749,380	23.2%	28.0%
San Francisco	\$1,697,500	\$1,625,000	4.8%	28.6%
San Mateo	\$1,650,000	\$1,680,000	3.4%	28.3%
Santa Clara	\$1,383,000	\$1,442,500	9.8%	34.4%
Solano	\$505,250	\$508,000	9.1%	16.6%
Sonoma	\$715,000	\$720,000	10.0%	14.2%
Sacramento Valley	Nov-20	Oct-20	Price YTY% Chg	Sales YTY% Chg
Merced	\$315,500	\$322,500	14.7%	-11.5%
Placer	\$552,650	\$548,000	12.8%	26.8%
Sacramento	\$442,500	\$440,000	14.9%	23.3%
San Joaquin	\$441,500	\$461,440	16.2%	18.9%
Stanislaus	\$389,000	\$377,000	19.1%	11.3%
Yolo	\$511,000	\$517,250	14.4%	30.6%
Yuba	\$352,500	\$350,000	10.3%	7.7%

Currently, Solano County is likely home to more than 132,350 employed residents and, according to the ABAG Projections 2013, this number of employed residents is anticipated to increase to approximately 179,930 by 2040; ABAG predicts Solano County employment growth of 36% over the 2010 to 2040 period.

Additionally, in 2013 ABAG predicts a Solano County Population growth of 24% over the 2010 to 2040 time period. This is less than the nine county average of 30%, and suggests that while Solano County may lead the Bay Area region in percentage of job growth, it is anticipated to trail Alameda, Contra Costa, San Francisco, San Mateo and Santa Clara Counties in percentage of population growth.

Major corporations having a profound signature presence in the Fairfield-Suisun area include *Anheuser-Busch* and the *Jelly Belly* Candy Company that manufactures the world-renowned *Jelly Belly* jelly beans, as well as other candies.

Travis Air Force Base, a major area employer, is clearly increasing in importance and thus would appear to indicate that the future of Travis is relatively secure. Travis is the primary Air Mobility Command base for the United States west coast, and the Base is also the host of other large aircraft missions for both the Army and Navy.

The subject property is located in the City of Suisun City, which is a small land constrained city that is located east of the Interstate 80 regional transportation corridor, south of the City of Fairfield, north of the Suisun Marsh, and southwest of the United States Travis Air Force Base.

Adjacent Fairfield is the 2nd largest city, and is the County seat. Based on ABAG and other population studies, it is anticipated that work centers within a 1-hour commute of the Fairfield-Suisun area are expected to remain strong throughout the decade.

The location of Suisun City along the waterfront offers a unique opportunity for waterfront development; this has only been explored during the past two decades. There is very limited waterfront property available for development in the Bay Area counties. With the anticipated growth patterns in Solano County, high profile development of the Suisun waterfront may become more economically feasible.

During 1983 Suisun City adopted a specific plan for the historic and waterfront areas with the intent of revitalization and rehabilitation of Old-Town and the waterfront area. The specific plan included a working waterfront and a historic and viable Main Street area, and an *Amtrak* rail station. The *Amtrak* station is on the Capitol Corridor route, which serves the East Bay area and the Sacramento Metroplex, and extends from San Jose to Auburn.

The marina oriented waterfront has become a popular recreational destination for both local residents and for those residing outside the area. It is clear that Suisun has made positive strides in increasing the social and economic viability of the City, and it also has been successful in establishing an identity separate from that of Fairfield. The city leaders of Suisun City have made a strong effort to promote the new Waterfront District in Suisun City, and there are numerous festivals, events and summer music concerts that are successfully raising the profile of the area.

COVID 19 PANDEMIC OVERVIEW

COVID-19 is a commonly referenced name for the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus. COVID-19 was first identified by the World Health Organization during December 2019. Since then there has been a pandemic spread throughout most of the world.

From a public health perspective COVID-19 is particularly problematic because:

- The virus reproduces rapidly.
- The virus is highly contagious from person to person without physical contact.
- Many contagious people are asymptomatic; resulting in high rates of virus carriers unknowingly spreading the virus because they are not aware that they are contagious.
- Either in relation to other viruses COVID-19 has a fairly high mortality rate; or the spread of COVID-19 is much greater than the limited testing reveals.

This has caused a nearly worldwide pandemic unlike any since the 1918 flu pandemic (the Spanish Flu). The 1918 flu pandemic lasted from three years from January 1918 until December 1920. Documentation of the 1918 flu pandemic is sketchy at best but is thought to have infected a third of the world's population at the time (approximately 500 million people), and have killed 17 to 50 million people. Possibly the most relevant 1918 flu pandemic factor was that the infections and deaths occurred in three waves with the most deadly wave being the second wave which occurred in 1919.

It is reasonable to think that as of yet undiscovered drug treatments, and or preventative vaccines may lead to COVID-19 having a shorter life span than the 1918 flu. However, there is not certainty as to the life span of the pandemic. Epidemiologists tend to agree that the best possible medical response is social distancing until widespread vaccinations become available.

The tragic infection and death rates do not mathematically relate to this appraisal. However, the depth and breath of this virus spread is important to this appraisal. The COVID-19 virus' greatest significance to this appraisal is not the past but rather it is the future. This is because buyers of real estate are buying the real estate for future use, they are not buying the past use.

Unfortunately, epidemiologists do not know where we are within this pandemic cycle. They are not certain that there has been a peaking of the infection rate, and they are not certain if this will or will not be a multi wave pandemic such as the 1918 flu epidemic. While there is optimism that new vaccines developed in December of 2020 will be widely distributed soon, at this time current anticipated widespread vaccine distribution will not be achieved until the second half of 2021.

Part of the virus' significance to this appraisal is that the virus has induced many sociological and economic changes which will be discussed. However, the most significant virus influence on this appraisal is that the future of the pandemic is unknowable. This leads to the future COVID-19 induced sociological and economic impacts being unknowable.

COVID 19 SOCIOLOGY

The highly contagious nature of COVID-19 has tended to cause significant levels of fear and anxiety throughout society. These human traits are not particularly observable, nor quantifiable. However, there is little question of the existence of increased levels of fear and anxiety.

Possibly the most visually observable sociological impact of COVID-19 is social distancing. Social distancing appears to be the best possible medical response to COVID-19. However, social distancing causes huge levels of sociological change. Almost, all aspects of life outside of the home have changed. Further, social distancing has had profound changes on some people home lives in areas of caring for the ill, working at home, and home schooling of children.

Initially social distancing was an epidemiologist recommendation. That evolved to a government encouraged response. The government encouragements have now evolved to government requirements. Political backlash against governmental social distancing requirements have arisen; with mask wearing increasingly becoming a political issue. In particular the required business closure aspects of the governmental response has caused some minor level of organized social unrest.

COVID-19 induced sociological changes relating to personal feelings, social distancing, and the beginnings of social unrest have likely caused distraction impairments of peoples thought processes relative to buying and selling of real estate. While it is far too early to tell from completed sale transactions, it is likely that in current real estate transactions that actions of prospective buyers, sellers, lessors, and lessees, are less consistent, and organized in the marketplace in comparison to historic marketplaces.

COVID 19 ECONOMIC OVERVIEW

COVID-19 has not caused economic change. Technically it is the COVID-19 caused sociological changes which have impacted the economy. In particular the ramifications of social distancing have caused the primary COVID-19 impacts to the economy.

Even more specifically it is business closures, and associated unemployment which have had the greatest economic impact. However, even employee productivity in the COVID-19 environment is likely also a drag on the economy.

Some of the most significant COVID-19 impact economic indicators as of the December 2020 date of value include:

- The US economy shrank at a an annual rate of 32.9% rate in the second quarter of 2020; the largest quarterly decline ever on record. For comparison the economy shrank 8.4% due to the financial crisis in the fourth quarter of 2008.
- The national unemployment rate started the year at 3.6%, and hit a record high of 14.7% in April of 2020; with a peak of 25 million unemployed in May of 2020.
- Due to rising unemployment claims it is anticipated the November 2020 unemployment rate of 6.7% will increase to 6.9% by years end (2020).
- It is anticipated the economy will only gain 20,000 jobs in December; representing a huge deceleration from November when 245,000 jobs were gained.

COVID-19 ended the longest economic expansion in U.S. history. Technically, the U.S. economic expansion began in June 2009. Initially that economic expansion rate was nearly unperceivable to most people. However, economists could and did measure economic expansion beginning in June 2009. That expansion was rather anaemic for the first few years. However, from circa 2013 into the beginning of 2020 that economic expansionary cycle was fairly robust.

Even prior to the COVID-19 outbreak many economists believed that the 130 month long economic expansionary cycle was staged to peak during 2020 and enter into a recessionary period. The National Bureau of Economic Research (NBER) defines a recession as, “*a significant decline in economic activity, lasting more than a few months. There's a drop in the following five economic indicators: real gross domestic product, income, employment, manufacturing, and retail sales.*”

On the date of this appraisal the economic downturn has been dramatic. Scientifically, there is no way to reliably forecast the COVID-19 virus epidemical life cycle. Without a firm basis of forecasting the virus epidemical life cycle, there is not a reasonable basis for forecasting future COVID-19 caused sociological influences.

Without a firm basis of forecasting future COVID-19 caused sociological influences, there is not a firm basis to forecast the length, nor depth of the current economic downturn. Always the future economy is uncertain. However, this appraisal is being performed in an uncertain economic climate the likes of which have not existed since World War II.

Based on current unemployment data, it appears the economy could suffer another recession due to loss of economic activity resulting from new lock down orders and lack of consumer confidence; resulting in the feared “W” shaped economic profile, rather than the most recent “L” recovery profile from the Great Recession in 2008, and the desired “V” profile, with a sharp contraction followed by a sharp recovery.

COVID 19 REAL ESTATE OVERVIEW

As it is with most economic factors the COVID-19 driven economic impacts influence different real estate market segments differently. There is not some singular real estate market response to the COVID-19 driven economic decline. In fact there are multiple market spectrums with diverse influences on each end of those spectrums.

One of the more stable markets is that of single family dwellings. Generally speaking it appears that single family residential properties have continued to exhibit resilient pricing due to low levels of inventory and historically low mortgage rates. Market participants are reporting increased demand for suburban and rural properties by Bay Area buyers seeking to flee more densely populated urban centers.

There are always various personal human needs which cause people to buy and sell houses regardless of the market cycle. Sales volume has declined significantly in comparison to historical levels. However, it appears that at this point the significant decline in sales volume is likely less reduced demand influenced, and more social distancing logistics driven.

However, past market down cycles suggests that reduced demand for more than a few weeks tends to induce price erosion. Typically in down markets there is a certain price stickiness in which home prices tend to be a lagging economic indicator; at least during the early parts of a recession. As the economic factors of reduced employment with the resulting collective wage-earning declines along with declining GNP have worn on in all other previous recessions, single family residential price structuring has eroded during recessions.

The other end of the real estate price volatility in the early parts of a recession are such property types as speculative land, sub-prime commercial real estate, and thinly traded property types. These types of market segments tend to go into paralysis. That is within the market segments of these property types, typically potential sellers are reticent to let go of their prior perceptions of value. Additionally, during the early parts of a recession typically prospective buyers tend to be hesitant to buy before the market hits bottom.

There is an appropriate saying in the real estate industry that no one wants to grab a falling dagger. During this early parts of a recession for the most part both potential buyers and sellers within these specific market segments tend to stand on the sidelines waiting to see how the economy unfolds itself. For the most part potential buyers and sellers only agree to disagree about value. There is typically simply no definition of market value meeting of buyer and seller minds regarding value within these market segments.

Again at another end of the real estate market spectrum is a relatively small pool of potential buyers who exhibit a flight to real estate quality. That is typically during the early part of a recession there are a relatively small pool of buyers for the best quality properties. This flight to quality frequently exists nearly across the spectrum of property type. Some examples of these are credit tenant long term leased assets, prime urban core central business district office buildings, prime agricultural properties, trophy ranches, and iconic properties of most types.

Some of this flight to quality tends to be wealthy people seeking inter-generational wealth transfer vehicles. This buyer profile tends to be most focused on how the property will perform over multiple decades. These buyers tend to view these investments as “land banking” investments which are typically all cash, non-financed transactions. Another aspect of the flight to quality buyer segments are institutional investors, seeking to move capital from equities markets to tangible hard assets of durable quality.

Demand for agricultural properties is reported to be largely unchanged by the pandemic in the current market environs; with demand for prime agricultural properties continuing to exceed historical supply levels. However, there is concern non-prime agricultural land values could soften if reduced agricultural commodity demand and price levels continue on a prolonged basis.

Commercial retail has been under internet sales volume attack for a couple decades. However, in recent years there has been more severe “brick and mortar” retail sale market share erosion. The COVID-19 recessionary economy may be a death nail to some segments of the retail market.

Previously the crown jewel of retail properties has been restaurants. However, it is not clear how many restaurant businesses are going to fail during this economy. These failed restaurant tenants will not be tenants in a post COVID-19 market. Further, it is not clear how long the virus will last, and how long “social distancing” will be necessary. Future separation of dining tables may completely upset the economics of restaurant businesses, and their ability to pay high rents.

In the final analysis it is our opinion that the COVID-19 driven recessionary economy is impacting various real estate market segments differently. As with any change in the economy

there will be winners and losers. A major recession will in total tend to erode real estate values.

Real estate markets are simply far too complex to be viewed as a possessing a singular or monolithic market response to the COVID-19 economy. As it relates to the subject property, it competes in the marketplace as a multi-family residential redevelopment site. The market value of the subject is directly influenced by urban development pressure occurring within its immediate market area; its market value is driven by its development potential.

In the current environs there is effective demand for high density land tracts for affordable housing and senior living uses. Further in the current low interest rate environment demand for single family residential is strong; resulting in resilient demand for residential development land.

- In my opinion despite the current pandemic impacted economic environs there remains effective demand in the marketplace to acquire and develop the subject to a high density multi-family residential use.
- In my opinion market participants anticipate a stronger economy to emerge in 6 to 12 months due to anticipations of a widely distributed vaccine and a more settled political environment. This anticipated time period provides sufficient time to option and perfect entitlements and engineering for residential development land tracts such as the subject; such that they are ready for physical development in an anticipated post pandemic economic growth cycle.

GENERAL ECONOMIC CONDITIONS OVERVIEW

Economic conditions both regionally and nationally continue to be tenuous due to the ongoing pandemic. The economy was showing signs of growth as shelter in place orders were eased in May; however, it appears this growth is stalling due to increasing cases causing state and local governments to roll back re-openings.

Non essential business such as restaurants, stores, movie theaters, and other outlets continue to have their business operations closed, or sharply curtailed. Airlines, hotels, and hospitality have been decimated as Americans shun travel. While the most pronounced effects are being felt by these non-essential businesses, it is anticipated the effect of shutting down these industries will spread beyond these sectors. The consensus appears to be the economic pain will be substantial, and the recovery will be slow.

The Federal Government announced guidelines for re-opening the country on April 16th; with

increasing political pressure on state governments to reopen building through the end of April. After imposing a statewide shelter in place order on March 19, 2020, California began to roll back shelter in place orders starting in May; with phased re-openings continuing through June.

Due to increases in cases it appears continued re-openings are on hold; with some higher risk counties moving back to prior shelter in place guidelines and/or restricting indoor businesses and commerce. It appears there is concern the economy cannot be effectively opened until significant advances in testing supply chains and capacity, and until a vaccine can be widely distributed and/or herd immunity is achieved. There is optimism FDA approved vaccines will be widely available in the second half of this year. However, current distribution efforts have been modest, with 2+ million doses having been administered prior to the end of 2020; far short of the publicly stated goal of 20+ million.

The UCLA Anderson Economic Forecast released their second quarter forecast, and predicts the national economy will not return to its fourth quarter 2019 peak until 2023. David Shulman goes on to write:

On a fourth quarter basis, real GDP will decline by 8.6% in 2020 and then increase by 5.3% and 4.9% in 2021 and 2022 respectively. The unemployment rate, forecast to be 10% in the fourth quarter of 2020, will still exceed 6% in the fourth quarter of 2022. Despite the Paycheck Protection Program too many small businesses will fail and millions of jobs in restaurants and personal service firms will disappear in the short run. Even with the availability of a vaccine it will take time for consumers to return to normal.

A major response to the pandemic has been the success of work from home, which looks like it will lead to long term changes in work and urban environments...economic housing and activity will shift from large cities to mid-sized cities and away from the urban centers to the suburbs.

As it relates to California, UCLA Anderson Forecast Director Jerry Nicklesburg expects California unemployment rate to be higher than the national rate; predicting it will peak at 16+% with a total of 2.2 million jobs lost in the state. Similar to the national prediction, it is anticipated California will not return to its previous peak levels until the second half of 2022.

California unemployment rate is expected to decline for the balance of 2021; with unemployment forecasts of 10.5% (2020), 8.2% (2021), and 6.8% (2022). Demand for housing coupled with low interest rates should lead to a relatively rapid return of homebuilding. Shortages continue with forecasts of 94,000 net new units in 2020; a decline of 17.3% (2019).

RESIDENTIAL MARKETPLACE OVERVIEW

Clearly from 2001 to 2004, the single-family residential home market had been, along with consumer spending, one of the relative pillars of economic strength not only in California, but nationwide. The ultra-heated residential housing market of the central Bay Area spread to the relatively outlying Bay Area locations such as Solano County and the marketplace could be categorized as robust as prices spiraled upward at a dizzying pace.

After a four-year period of robust market conditions that largely ended by end of year 2005, the residential real estate marketplace underwent a correction of notable historical proportion. In the competitive market area (CMA) of the subject property, after sharp year over year declines in 2008 and 2009, the market appears to have stabilized somewhat in 2010 with mixed trends observed. In 2011 and 2012 trends were mixed, and by the of 2012 the market appears to have stabilized somewhat, with moderately appreciating pricing trends observed. By 2013 pricing trends changed dramatically with robust levels of appreciation.

Following is a table showing single family residential market trends for the Solano County market area gleaned from BAREIS® MLS records that highlights annual total sale transaction volume and median price levels, as well as year over year median home price trends for the time period of 2012 through 2019. This data was researched utilizing the Bay Area Real Estate Information Services (BAREIS) MLS database.

BAREIS® Multiple Listing Data

	2013	2014	2015	2016	2017	2018	2019	2020
	# Sales Median \$	# Sales Median \$	# Sales Median \$	# Sales Median \$	# Sales Median \$	# Sales Median \$	# Sales Median \$	# Sales Median \$
Competitive Market Area (CMA)								
American Cnyn.	199 \$360,000	137 \$410,000	164 \$435,000	167 \$468,000	154 \$515,000	148 \$544,500	156 \$535,000	151 \$600,000
			6.1%	7.6%	10.0%	5.7%	-1.7%	12.1%
Benicia	292 \$455,000	203 \$505,000	290 \$555,000	260 \$609,600	258 \$639,500	241 \$675,000	252 \$658,000	272 \$699,100
			9.9%	9.8%	4.9%	5.6%	-2.5%	6.2%
Fairfield	1,125 \$299,000	1,107 \$340,000	1,466 \$380,000	1,367 \$415,000	1,301 \$428,000	1,291 \$465,000	1,254 \$467,450	1,294 \$515,000
			11.8%	9.2%	3.1%	8.6%	0.5%	10.2%
Suisun City	307 \$230,000	324 \$280,000	362 \$304,000	404 \$337,750	415 \$371,500	280 \$400,000	317 \$413,000	313 \$431,000
			8.6%	11.1%	10.0%	7.7%	3.3%	4.4%
Vacaville	1,124 \$297,000	1,095 \$345,000	1,345 \$365,000	1,369 \$400,000	1,293 \$420,000	1,194 \$455,000	1,245 \$468,000	1,415 \$500,000
			5.8%	9.6%	5.0%	8.3%	2.9%	6.8%
Vallejo	1,189 \$210,000	1,153 \$257,000	1,227 \$295,000	1,302 \$335,000	1,227 \$385,000	1,111 \$420,000	1,104 \$425,000	1,115 \$465,000
			14.8%	13.6%	14.9%	9.1%	1.2%	9.4%
Solano County	4,210 \$270,000	4,076 \$317,000	4,900 \$350,000	5,128 \$385,000	4,927 \$410,000	4,561 \$445,000	4,662 \$450,000	4,987 \$490,000
			10.4%	10.0%	6.5%	8.5%	1.1%	8.9%

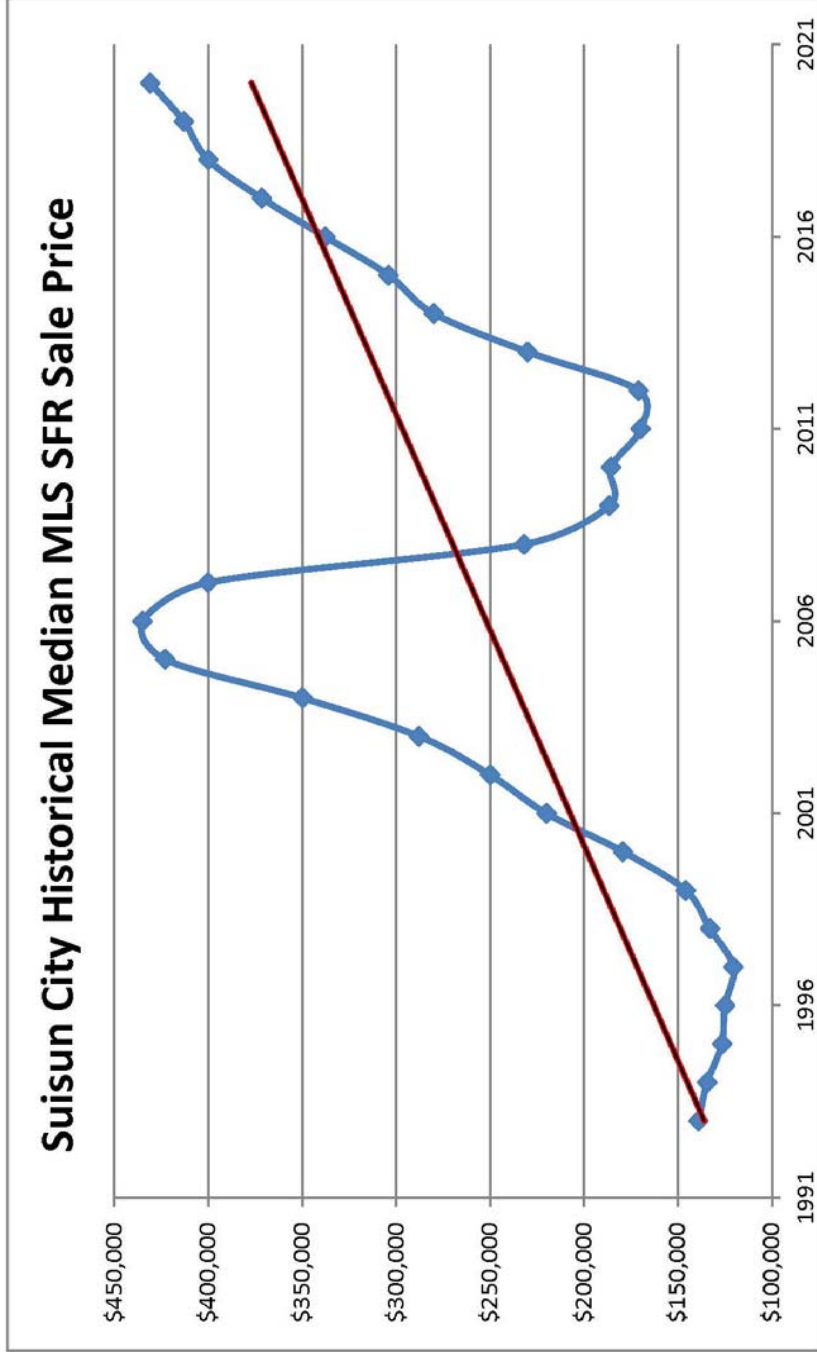
In 2013 pricing trends changed dramatically with robust levels of appreciation; median home prices in Suisun City surged 34.5%, and Solano County overall saw median home prices surge 35.7%. Strong double digit levels of appreciation continued in 2014 as Median home prices in Suisun City appreciated 21.7%, and Solano County overall saw a similar increase of 17.4%.

The market has continued to appreciate, with Suisun City median homes prices appreciating 8.6% in 2015, 11.1% in 2016, and 10.0% in 2017. However, the market appeared to be cooling in 2018 with a reduced rate of appreciation of 7.7% in 2018, and 3.3% in 2019.

Due to historically very low levels of supply paired with significant marketplace effective demand due to historically low interest rates strong levels of annual appreciation were observed throughout Solano County in 2020. However, it appears Suisun City home prices appreciated 4.4% in 2020; less than Solano County as a whole, which saw appreciation of 8.9%.

The residential marketplace is clearly demonstrating rising prices from the extremely depressed price levels over the great recession. For perspective, historical price levels in Suisun City are shown in the following graph, which tracks Median home price trends over the 1991 to 2020 time period.

The blue line tracks the changes in annual median home prices in Suisun City, with the red line being the historical trend line over the 29-year period. The volatility of the most recent boom and bust cycles are clearly demonstrated in the blue line, as well as the historical appreciating value trend over time, as demonstrated by the red trend line.



Going forward in a slow to moderately improving general economy, improvement in the residential development marketplace is anticipated to continue as long as recent positive economic trends continue.

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Residential Development Land

Generally speaking the residential land marketplace exhibited trends similar to what the home sale marketplace was showing over the last boom/bust cycle. After several years of robust growth, by mid-year or so 2007 the market for residential development land essentially dried up, and with only a few exceptions really did not resurface in any meaningful way until later-2012, and in then a big way in the first portion of 2013.

By 2013 the desirable inventories of “finished” (fully completed) lots become very scarce to non-existent, and despite lethargic to dismal sales through the mid-summer of 2012, desirable residential development land (either partially finished or unfinished) remained attractive to homebuilders and prices were moving upward.

Market participants generally stated with only a few exceptions that development land prices have flattened-out, and in some more extreme instances perhaps declined somewhat due to rising costs and fees not keeping up with the slowing pace of annual appreciation. Sites are regularly acquired contingent upon a tentative map and development agreement being entitled prior to close of escrow, which is now a very prevalent transaction structure in the marketplace.

The core Bay Area has in many locations fully rebounded (demand & price level) from last decade’s residential real estate recession, with the core region’s economy/employment booming again. Similar to historical trends, as long as the core Bay Area remains economically vibrant, Solano’s economy/real estate market will likely exhibit upward value trends.

There is a building trend for homebuilders at this juncture to acquire unentitled, or minimally entitled land, as after several years of growth the glut of entitled inventory over the last growth phase has been absorbed, and demand is increasing to build for newly entitled and developed land tracts.

Steve Reilly, a leading Bay Area land broker with Land Advisors that specializes in residential development land characterized the SF Bay Area as “hot.” However, in his opinion generally the hot Bay Area market has been slow to reach Solano County and other secondary/outlying Bay Area commuter markets yet, and Solano homebuilder performance continue to be hit-and-miss. Further, in conversations with developer/homebuilder professionals active in the Solano marketplace indicates that particularly within the last year or so the number of buyers from the core greater SF Bay Area has notably increased.

In summary, I believe that core Bay Area residential development land price levels continue to increase and show strong levels of demand. Secondary market areas such as Solano County continue to see relative price stability; with possibly some recent upward value movement observed due to perceived urban flight and increased suburban demand due to increased access to work from home opportunities.

Prior to Covid-19 due to dwindling supply over the last historically long expansion cycle land price up-trending was noted in some secondary market areas; particularly areas that have market preferred regional linkage attributes to the employment centers within the core Bay Area, and/or sites with regional transportation oriented development potential.

Seller behavior has shifted, with significantly reduced inventory of existing homes being marketed for sale. It appears that during the shelter in place marketplace new home sales saw increased levels of demand; due to existing home sellers reluctance to list their properties due to Covid 19 related concerns.

Further, many marketplaces have had to become virtual due to physical closures; new home product offers virtual tours, floor plans, and amenities that make new home product appealing to shelter in place home buyers who can not, or will not physically tour the property.

Additionally, the increasing work from home trend has created new out migration from expensive urban core market areas to suburban market areas. This appears to be creating a strong tail wind in the current market environs for suburban market residential land, with increasing values observed over the last 12 months.

Going forward I anticipate a slow to moderately improving general economy and a moderate, but consistent movement of new home and multi-family product. This will continue to absorb the existing paper-lot inventory, and increase demand sufficient to continue to move forward the process of developing new supply of entitled land such as the subject.

MARKET AREA OVERVIEW

The subject property is located in the city of Suisun City Downtown Waterfront District. During 1983 Suisun City adopted a specific plan for the historic and waterfront areas with the intent of revitalization and rehabilitation of Old-Town and the waterfront area.

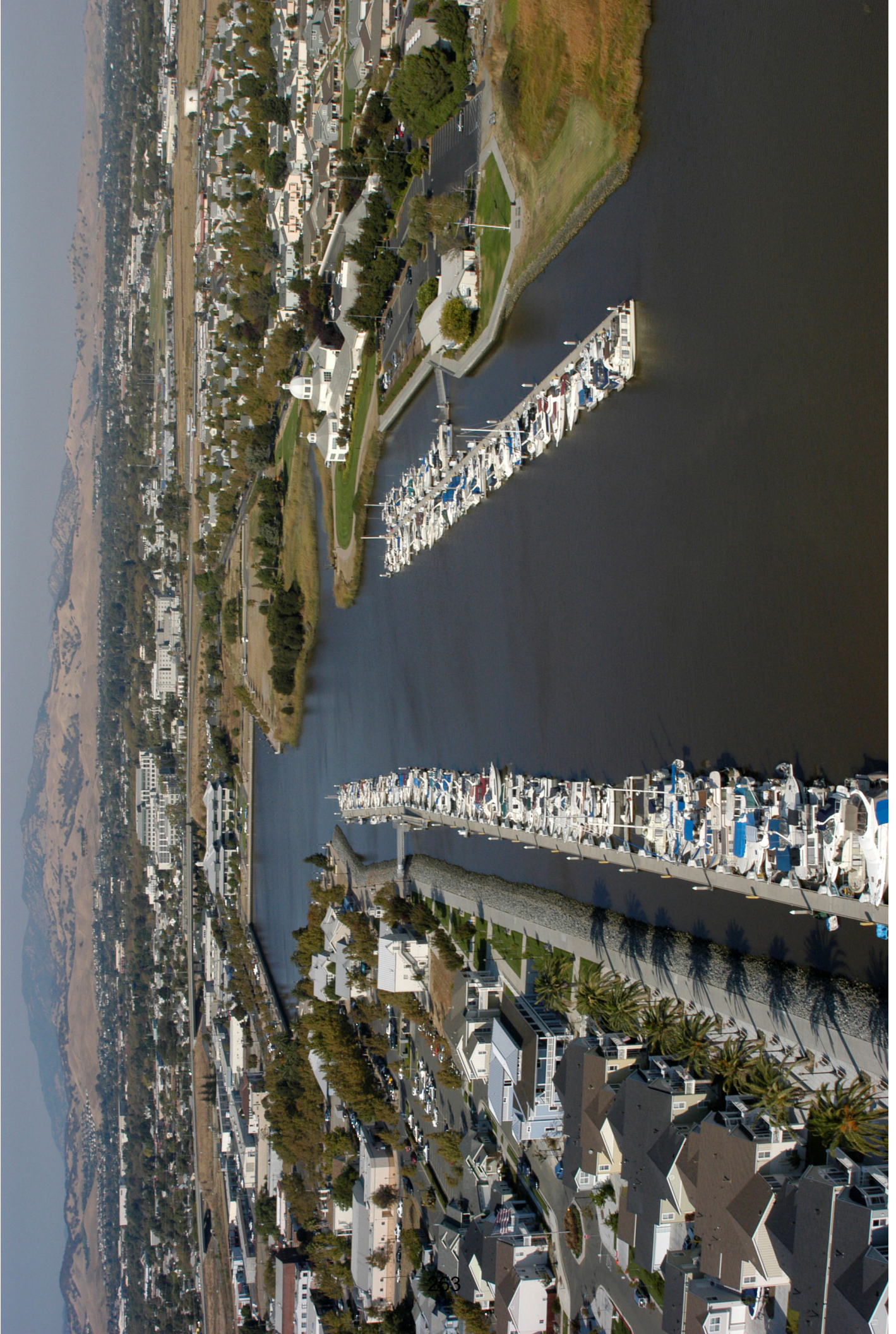
The specific plan included a working waterfront and a historic and viable Main Street area, and an *Amtrak* rail station. The *Amtrak* station, is located at the northwest corner of Main Street and Lotz Way. The train station is on the Capital Corridor network; the network has train stops as far south as San Jose, travels up the east bay corridor, and extends to the larger Sacramento Metroplex, traveling as far northeast as Auburn.

With the robust strength of the South Bay and East Bay Area employment centers, and the increasing strength of the Sacramento Metroplex and South Placer County employment centers, it is reported that ridership on the Capital Corridor network has been strong and is continuing to increase. During weekdays we observed that the parking lot adjacent to the Suisun/Fairfield station is often packed, and the rail station appears to be a desirable amenity within the Waterfront District, and is increasing in importance and relevance to area commuters and residents.

The marina oriented waterfront has become a popular recreational destination for both local residents and for those residing outside the area. The Waterfront is improved with a plaza at its southern end utilized for concerts and municipal events, a perimeter promenade that provides a pleasant pedestrian amenity, a lighthouse that adds a visual amenity, and a grass lawn and the Sheldon Oil plaza at the northern end; creating a nice ambience for residents and visitors alike, and has enhanced the appeal of the area for pedestrians.

It is clear that Suisun has made positive strides in increasing the social and economic viability of the City, and it also has been successful in establishing an identity separate from that of Fairfield. The city leaders of Suisun City have made a strong effort to promote the new Waterfront District in Suisun City, and there are numerous festivals, events and summer music concerts that are successfully raising the profile of the area.

Commercial uses appear to be the primary uses occurring on the west side of the Suisun Harbor; some commercial uses are also observed to the northwest, clustered around the *Amtrak* station. To the east of the train station is One Harbor Plaza, a multi-story, multi-tenant commercial office building, and a 102 room hotel operating as the Hampton Inn and Suites Suisun City Waterfront.



Currently, a new 83 room Holiday Inn Express Hotel is under development on the site adjacent to the east of the Hampton Inn and Suites and is anticipated to open in the first quarter of 2021. Additionally, the Solano Transit Agency is in the vertical construction phase of their new 25,000 square foot two-story office building being developed on the 400 block of Main Street in the downtown waterfront district.

It is also reported that Main Street West is in contract with a builder on the former Crystal School Site; the 7.44 acre site is mapped for 71 single family residential lots. Parties involved with the transactions anticipated the deal to close prior to the end of 2020, with plans to begin the development of horizontal onsite infrastructure in the spring of 2021.

Increasing levels of development demand appear to be materializing, with the new hotel and a new subdivision ground breaking anticipated in the spring of 2021. It appears despite the current economic uncertainty demand for development land in the immediate Suisun Waterfront District market area of the subject property is beginning to increase.

DESCRIPTION OF THE SUBJECT PROPERTY

History

The subject property is owned by the Suisun City Housing Authority. The property has been developed, owned and operated by the Suisun City Housing Authority as the Almond Gardens; a 51-unit multi-family apartment community developed in 1962. Due to untenable levels of settlement eleven units are currently not habitable; with the remaining 40 units all suffering from increasing levels of settlement and deferred maintenance.

The City of Suisun desires the property to be redeveloped to a multi-family apartment community built to current marketplace standards that provides for the same, or greater levels of affordable housing as the historical Almond Gardens improvements; with the buyer of the subject site bearing the cost of demolition of the existing apartment building improvements.

There have been no arms length transactions of the subject property within the last three years. There are no reported listings, or offers for sale for the subject property within the last three years.

It is reported at this time that the City of Suisun has a party interested in the redevelopment of subject property to an affordable housing project; necessitating this appraisal to provide opinions of market value of the subject property.

It is reported the party reported to be interested in an acquisition of the subject redevelopment site is Camran Nojoomi, president of Ashria, LLC. Redevelopment plans at this time are preliminary, and no formal approvals have been granted.

At this time it is possible that due to its funding sources at the time of development the subject property may have tenant relocation obligations associated with its redevelopment. At this time the legal obligations of the subject property in this regard are uncertain.

As this is an uncertain obligation I have not considered its potential impact in forming an opinion of market value for the subject property. It is a specific assumption that the subject property does not have any tenant relocation obligations associated with its redevelopment.

Site Description

The subject property is reported by the Solano County Assessor to feature 3.19 net acres, and is commonly known as Assessor Parcel Numbers (APN):

- 0032-101-420 1.40 Acres
- 0032-102-160 1.79 Acres

On the following page is an Assessor Parcel map that highlights the Successor Agency Parcel. Following the Parcel Map is a Google Earth Aerial Depiction.

The site is a multi-family residential urban infill redevelopment site that features a non-contiguous shape; with the north and south half of the site being bisected by the Almond Street public right of way.

The access and linkage character of the site is sufficient to support its intended multi-family development; and the site has desirable pedestrian linkages to the Suisun Waterfront improvements and the city of Suisun City Capital Corridor Rail Station.

The site is finished, with sidewalks, curbs, and gutters along its road frontage to Almond Street. The site is reported to be fully served with municipal services, including water and sewer, and is served by PG&E. The site is served by all urban services with sufficient capacity to support its development to a high intensity multi-family residential use.

The Suisun City harbor waterfront plaza is located in close proximity, on the west side of the Suisun Harbor. As the bird flies the Suisun City Amtrak Capital Corridor rail station is located less than a half of a mile to the northwest.

The subject site is not reported to have any known hazardous material issues that require abatement at this time. It is a general assumption of this appraisal that development of the subject site will not require any above market typical costs resulting from hazardous materials and/or abatement.

The existing Almond Garden improvements are known to have asbestos containing building materials. Demolition of the existing building improvements will require hazardous material abatement of the existing asbestos containing building materials.

The subject site is known to have soil settlement issues; reportedly due to the prior

Tax Area Code
5017

POR. N.W. 1/4 SEC. 36, T.5N., R.2W., M.D.B. & M.

32-10



1.	R=20'	L=	25.65'
2.	N.89°45'10"W.		25.02'
3.	N.89°45'10"W.		40.76'
4.	N.89°45'10"W.		39.83'
5.	N.89°45'10"W.		28.50'
6.	N.00°37'E.		65.92'
7.	N.00°14'E.		65.91'
8.	N.00°14'E.		65.90'

Chaplin Addition
Crescent Estates
Unit No. 1
Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

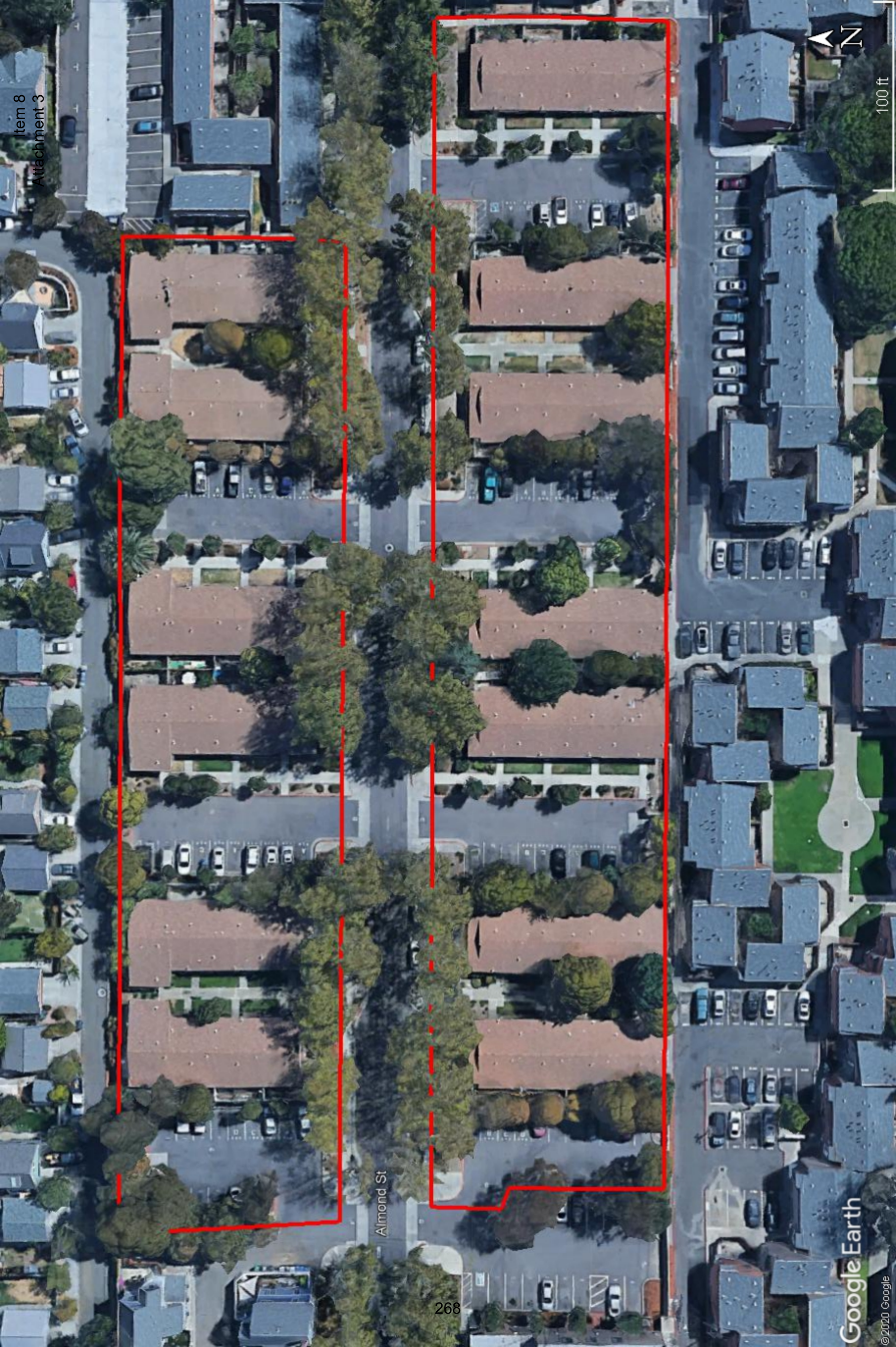
R.M. Bk. 05 Pg. 05
R.M. Bk. 22 Pg. 53

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

REVISION	DATE	BY
R.S. 29-59	11-2-09	Cr
P.M. 38-61	4-25-04	S.S.
ST. WADE CHG.	7-27-03	PD

CITY OF SUISUN CITY
Assessor's Map Bk. 32 Pg. 10
County of Solano, Calif.

10-11



Almond St



N

100 ft

improvements not being developed on a properly compacted foundation consistent with current building standards. Specifically, the site appears to be comprised of un-engineered fill dirt that has been placed atop bay mud.

Further, the site is located within an identified FEMA High Risk area that is within the 100 year flood plain; as per FEMA Map 06095C 0456F, dated 08/03/2016. A copy of the FEMA map is included in the Addenda. The map indicates the subject is in an AE zone, with a base flood elevation of up to 10 feet above sea level.

Google Earth indicates site elevations in the range of 6 to 7 feet above sea level on the western portions of the site; with the eastern portions ranging from 7 to 8 feet above sea level. This appears to be generally consistent with the Phase 1 Environmental report, which indicates an average site elevation of 6 feet.

This limits the appeal of the subject for a residential subdivision; as it significantly increases the site development costs and fill dirt necessary to raise the foundations for all of the subdivided lots above the flood plain.

In support of multi-family residential use the subject site will likely have increased site development costs to raise the apartment building foundations above the flood plain. However, only the units will be required to be raised above the flood plain, and the reduced building improvement footprint of Multi-Family construction in comparison to Single Family Residential reduces its comparative site development costs in comparison.

As the scope of work and costs required to quantify the value impact of these potential site issues are not known at this time, I have not considered their potential impact in forming an opinion of market value for the subject property. This appraisal is subject to the Hypothetical Condition that the subject is a neutral, market typical site on the date of value; and is not impacted by above market typical site development costs related to soil stability and/or flood plain issues.

Zoning

The city of Suisun City zoning of the subject is DW, Downtown Waterfront. This signifies the subject is within the Suisun City Downtown Waterfront Specific Plan area.

Within the Downtown Waterfront Specific Plan the site is zoned RMD; Residential Medium Density. The RMD zoning allows for residential development of 12-24 dwelling units per acre, including detached and attached single family, and multi-family dwellings. The zoning allows

residential use, with condominiums and apartments being conditionally permitted uses.

The Suisun City General Plan designation of the subject property is Specific Plan, denoting the subject is within the Downtown Waterfront Specific Plan Area. The current zoning of the subject is believed to effectively be in conformance with the General Plan.

Easements

I was provided with a Preliminary Title Reports for the subject property, and I have performed a title review of the subject property. A copy of the subject property Title Report is available for review in the Addenda of this report.

The subject is encumbered by numerous easements related to public utility easements, and non-exclusive access and driveway easements. The title condition of the subject property is market typical for the urban infill high density multi-family residential redevelopment site marketplace it competes within, and in my opinion the title condition of the subject property does not result in a loss of development utility, and/or marketplace rank and appeal.

Flood Information

Generally speaking the Suisun Waterfront District was negatively impacted by the new FEMA maps that went into effect May 4, 2009. Nearly all of the Waterfront District is now in a FEMA Zone AE, a high risk area within the 100 year flood plain, with a reported flood elevation of 10 feet.

The most current flood map, FEMA Flood Rate Map 06095C 0456F dated 8/03/16 indicates the site is in a high flood risk area; Zone AE with a reported flood elevation of 10 feet. Google Earth indicates site elevations in the range of 6 to 7 feet above sea level on the western portions of the site; with the eastern portions ranging from 7 to 8 feet above sea level.

Seismic Information

This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of California are subject to seismic activity.

Environmental Considerations

I was provided with a Phase 1 Site Assessment covering the subject property site and the existing Almond Gardens improvements. The existing Almond Garden improvements are known to have asbestos containing building materials. Demolition of the existing building improvements will require hazardous material abatement of the existing asbestos containing building materials.

Outside of the asbestos containing building materials within the to-be-demolished building improvements, the subject property is not reported to have any other documented environmental issues.

The subject site is not reported to have any known hazardous material issues that require abatement at this time. It is a general assumption of this appraisal that development of the subject site will not require any above market typical costs resulting from hazardous materials and/or abatement.

Demolition of Existing Improvements

The terms of the proposed sale will require the buyer to completely redevelop the property to a multi-family housing project; including demolishing the existing buildings and developing a multi-family residential apartment project with at least as many affordable units as currently exist.

I am not an expert in building demolition. I have been provided with demolition cost estimates for the subject property prepared by Swank Construction, dated December 9, 2020. I have reviewed and relied upon demolition cost estimates provided.

It is a specific assumption of this appraisal that the demolition costs provided are reasonable and generally consistent with the anticipations of the competitive marketplace the property competes within.

The proposed costs to demolish the existing improvements consistent with the proposed conditions of sale are substantial. The subject demolition costs are significantly elevated due to the buildings requiring hazardous material abatement costs reported to be \$440,000; related to the hazardous material abatement of the existing asbestos containing building materials. The reported demolition costs are \$829,173.24, and includes charges for overhead and profit.

Fee Credits

At the time the existing Almond Gardens apartments were developed the subject property was required to pay development fees to the City of Suisun City and the Fairfield Suisun Sewer District (FSSD) to connect to urban utilities and infrastructure.

The City of Suisun City and the FSSD policies both recognize the prior impact fees paid such that any redevelopment of the subject property retains the benefit of these prior paid fees.

These are effectively pre-paid development fees which reduce the capital development costs of redevelopment of the subject property on a one-to-one basis. As these impact fee credits reduce development costs on a one-to-one basis, they accrues as a residual value to the land on a one-to-one basis.

I interviewed representatives of the City of Suisun and FSSD in regards to the residual value to the land resulting from the paid historical development impact fees associated with the historical apartment improvements.

- Based on current city of Suisun City Development Impact Fees the impact fees associated with multi-family apartment unit construction totals \$9,717 per unit. Based on the historical 51 units of the developed Almond Gardens Apartments, this equates to \$495,567.
- The FSSD reported that each historical unit will provide impact fee credits of \$6,281. Based on the historical 51 units of the developed Almond Gardens Apartments, this equates to \$320,331.

HIGHEST AND BEST USE

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."³

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

Legally Permissible

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. The Successor Agency Parcel is currently zoned Downtown Waterfront by the city of Suisun City. This signifies the property is within the Suisun City Downtown Waterfront Specific Plan.

The Suisun City General Plan designation of the property is Specific Plan, denoting the site is within the Downtown Waterfront Specific Plan Area. The current zoning of the site is effectively in conformance with the General Plan.

Within the Downtown Waterfront Specific Plan the site is zoned RMD; Residential Medium Density. The zoning allows residential use, with condominiums and apartments being a conditionally permitted use. The RMD zoning allows for residential density of 12-24 dwelling units per acre (Du/Ac.). It was reported by City of Suisun Staff that residential development will require onsite parking. Single family lots will require onsite parking, and for multi-family development one space per Studio and One Bedroom, with one and a half spaces for each Two Bedroom and larger unit.

The appraisal is subject to the Hypothetical Condition that the terms of the proposed sale will require the buyer to completely redevelop the property to a multi-family housing project; including demolishing the existing buildings and developing a multi-family residential apartment project with at least as many affordable units as currently exist. This condition of sale of the

³ *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

property restricts the legally permissible uses of the subject to exclusively be the demolition of the existing substandard improvements, and redevelopment of the property to an affordable housing multi-family apartment use.

Physically Possible

Potential uses of a property are related to its location, size, shape, and topography. The property is located in the downtown waterfront district of the city of Suisun City, and benefits from the regional transportation corridor of Interstate 80 to the west, and State Highway 12 to the north. The location near the I-80 regional transportation corridor provides regional market area linkages to employment centers within the Sacramento Metroplex to the east and the greater Bay Area to the west.

The site also has desirable pedestrian linkage attributes to the Amtrak Fairfield/Suisun Train station. The train station is on the Capital Corridor network; the network has train stops as far south as San Jose, travels up the east bay corridor, and extends to the larger Sacramento Metroplex, traveling as far northeast as Auburn.

With the robust strength of the South Bay and East Bay Area employment centers, and the increasing strength of the Sacramento Metroplex and South Placer County employment centers, the rail station appears to be a desirable amenity within the Waterfront District and is increasing in importance and relevance to area commuters and residents. The Suisun City location of the property, as a suburban residential commuter location, is sufficient to support the legally permissible multi-family residential redevelopment use.

The subject site is a fully served and development ready multi-family residential redevelopment site that features a non-contiguous but generally functional shape, and is served by all municipal services with sufficient capacity to support its development. The site has known adverse soil stability and flood plain elevation conditions that impact its development utility.

It is likely the subject property will have increased site development costs; the scope of work and capital costs associated with curing these known detrimental site conditions are not known at this time. This appraisal is subject to the Hypothetical Condition that the subject is a neutral, market typical site on the date of value; and is not impacted by above market typical site development costs related to soil stability and/or flood plain issues.

Financially Feasible

At this time construction is actively occurring in the City of Suisun. As development is actively occurring it would appear that at this time development is financially feasible. At this time multi-family apartment construction is actively occurring in the City of Fairfield; both along the market preferred Interstate 80 corridor, and within secondary core/central market areas in the Northern Solano County market area of the subject property.

As development is actively occurring it would appear that at this time multi-family residential development of the subject property is financially feasible. Going forward I anticipate a slow to moderately improving general economy and a moderate, but consistent movement of new home product and/or multi-family apartment development.

The subject land benefits from its pre-paid historical development impact fees; with the City of Suisun reporting residual impact fee credits of \$495,567, and FSSD reporting residual impact fee credits of \$320,331. Effectively, the financial feasibility of the redevelopment of the subject site is notably enhanced by the \$815,898 in development impact fee credits that carry with the subject land.

Maximum Productivity

Given the site's desirable waterfront location, its desirable pedestrian linkages to the waterfront plaza and developed commercial services, and the Amtrak Capitol Corridor train station, it has the potential to support multi-family residential development.

Going hand-in-hand with determining a property's highest and best use is profiling the most likely buyer. I believe that the most likely buyer is a land developer, who would option the property while pursuing all necessary entitlements to develop their intended multi-family residential use at their expense with close of escrow contingent upon receipt of all necessary entitlements and approvals in support of their intended multi-family residential redevelopment of the subject site.

An investor buyer is unlikely; due to the conditions of sale requiring demolition of the existing improvements and redevelopment of a new affordable multi-family residential project that features 51 or more units.

VALUATION

The highest and best use of the subject property is to demolish the existing improvements and redevelop the site to a multi-family apartment project consistent with the allowed uses and conditions of sale proposed by the City of Suisun. The most likely buyer of the property is believed to be an experienced land developer practiced in entitling multi-family residential projects in the competitive market area of the subject property.

In order to form an opinion of the market value of the subject, the Sales Comparison approach has been used. I searched the competitive market area of the subject property for infill oriented multi-family residential development land tracts with similar physical and legal characteristics as the subject larger parcel.

Specifically, I searched for affordable housing land tracts that were intended for multi-family residential development, that were unmapped, or with a contingent close of escrow with buyer processed and entitled maps at time of sale.

To supplement the sale activity in the immediate northern Solano market area of the subject, identified as the cities of Fairfield, Suisun City, and Vacaville, I searched the regional competitive market area of the subject; defined as Contra Costa, Sacramento, San Joaquin, Solano and Yolo Counties.

As the subject property is un-entitled multi-family residential land, it is appropriate to compare the subject property and the comparable sales on a price per SF basis. Therefore, I will utilize price per SF as the unit of comparison between the comparable sales available for analysis and the subject property.

The subject property has substantial financial obligations associated with the demolition of the existing apartment units. This is an atypical property characteristic that is not well represented in the comparable sale data available for analysis in the competitive market area of the subject property.

Therefore, in order to utilize the best current sales available for analysis I will opine a preliminary value indication for the subject property that does not consider its above market typical demolition costs to unlock its redevelopment potential. After a preliminary value opinion has been developed, I will consider the reported demolition costs and their impact on the market value of the subject property.

The following five competitive market area land sales and one pending sale are relevant for analysis and comparison to the subject property. The sales were selected primarily for their size, location and development utility character being similar in as many respects as possible. The sales available for analysis effectively bracket an appropriate preliminary market value indication of the subject property, and are considered to be the best sales available for analysis.

Of note is that there were not any comparable sales recorded in the immediate market area of the subject property, within the Downtown Waterfront District. Therefore, it was not possible to empirically ascertain the value impact of the subject property's location within the Downtown Waterfront District.

In my opinion the location within the Downtown Waterfront District enhances the rank and appeal of the property as the improved waterfront and pedestrian trails provide for an enhanced ambience and pedestrian amenity.

Additionally, the subject property has good pedestrian linkages to the Fairfield/Suisun train station, restaurants, events, and nightlife in the Waterfront District. The subject property's Downtown Waterfront District location will be considered in reconciling a final market value opinion for the subject property.

A summary table of the six competitive market area comparable data points follows. A map showing the location of the comparable sales appears opposite the table. Additional information in regards to each sale can be found in the Addenda of this report. After the summary table a narrative description of each sale is offered prior to a qualitative ranking analysis table of each sale in comparison to the subject.

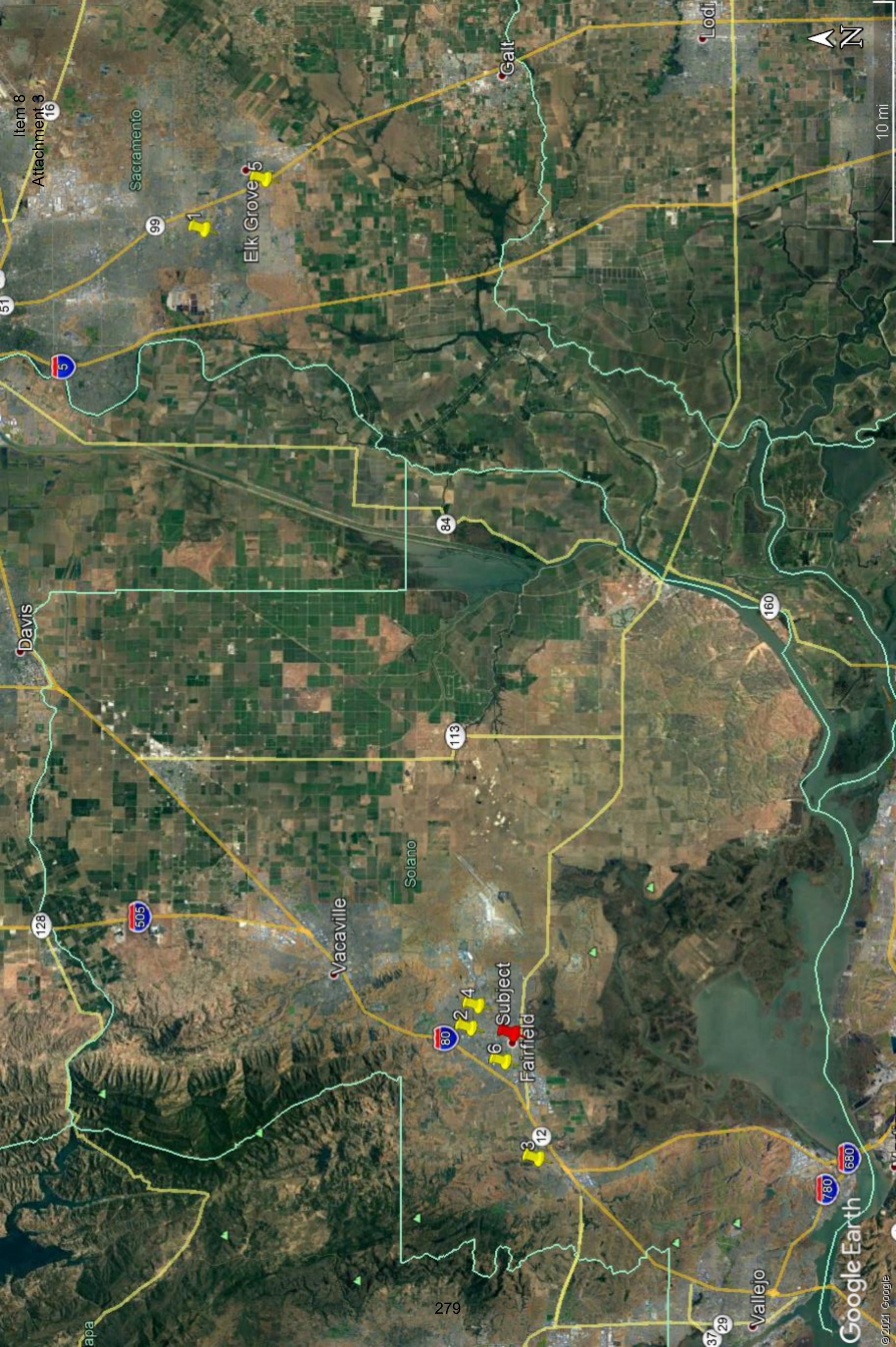
After the ranking table of each sale in comparison to the subject is a summary qualitative analysis that discusses and ranks each sale in comparison to the subject, and discusses the strengths and weaknesses of the sales available for analysis prior to reconciling to a preliminary opinion of market value for the subject property.

Competitive Market Area Land Sales

	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6
	709 Almond Street Suisun City	9142 Bruceville Road Elk Grove	212 East Tabor Avenue Fairfield	SWC Suisun Valley Rd. & Business Center Dr. Fairfield	Blossom Avenue Fairfield	8668 Poppy Ridge Road Elk Grove	1600 Woolner Ave. Fairfield
APN	0032-101-420 0032-102-160	116-011-020, -021 116-1380-005, et.al.	0034-122-100	0148-540-270, -300	0037-070-030	132-0290-021	0031-201-030
Sale Info							
Date of Sale	10/29/2019	3/23/2020	8/14/2020	8/31/2020	9/15/2020		Pending
Doc#	1910291531	22859	68224	73562	2009151612		N/A
Sale Price	\$2,300,000	\$525,000	\$3,610,884	\$400,000	\$3,000,000		\$1,500,000
Cond. of Sale	1031 Exchange	Arms Length	Joint Venture	Motivated Seller	Arms Length		Arms Length
Adjustments			Contingent COE				Contingent COE
Adj. Sale Price	\$0 \$2,300,000	\$0 \$525,000	\$0 \$3,610,884	\$700,000 \$1,100,000	\$0 \$3,000,000		\$0 \$1,500,000
Adj. \$/SF.	\$6.43	\$5.17	\$8.45	\$5.21	\$6.89		\$7.14
Site Info							
Gross Ac.	3.19	2.33	9.81	4.85	13.00		4.82
Net Ac.	3.19	2.33	9.81	4.85	10.00		4.82
Square Feet (SF)	138,956	101,495	427,324	211,266	435,600		209,959
Shape	Non-Contiguous	Rectangular	Irregular	Rectangular	Rectangular		Rectangular
Character	Finished Site	Generally level	Generally level	Generally level	Generally level		Generally level
Zoning	DW, RMD, RLD	RHD	IBP	RHD	SPA - HDR		RHD
Allowed Density	12-24 DU/Ac.	15-22 DU/Ac.	Industrial Business Park	15-22 DU/Ac.	15-40 DU/Ac.		15-22 DU/Ac.
Dvlpmnt. Character							
Units	Unmapped	Approved 67	Approved 281	Unmapped	Unmapped		Approved 168
App. DU/Ac.		28.8	28.6				34.9
\$/Unit		\$7,836	\$14,738				\$8,929
Buyer/Use	Affordable Housing	Affordable Housing	Developer/Builder	Developer/Builder	Affordable Housing		Developer/Builder

3.19 Acre Multi-Family Redevelopment Site, Suisun City Downtown Waterfront District; #220539

**GARLAND &
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Item 8
Attachment 3

Sacramento

Elk Grove

Galt

Lodi

Davis

Vacaville

Solano

Fairfield

Vallejo

1 9142 Bruceville Road, Elk Grove, 8.21 acres sold 10/19 for \$6.43/SF

This is the sale of a 8.2093 acre land tract that was acquired by Pacific Communities; a large western regional developer with a specialty in market rate and senior apartment communities. The site is zoned for 15 units per acre; however, it is reported the buyer believes they may be able to achieve a higher density by pursuing development of a mixed market rate and affordable housing project.

The site is reported to be rough graded and fully served with municipal services sufficient to support its development. The site is not finished, and requires development of road frontage improvements of curbs, gutters and sidewalks upon its development. It is reported the site has two curb cuts to Bruceville Road providing access.

It is reported this was the downleg in a 1031 exchange for the buyer. The property sold for \$2,300,000 in October of 2019.

2 212 East Tabor Avenue, Fairfield, 2.33 acres sold 03/20 for \$5.17/SF

This is the sale of a 2.33 acre residential site located at 212 East Tabor Avenue in the city of Fairfield. The site is zoned for high density residential use; the zoning allows for 15 to 22 multi-family dwelling units per acre.

The site features an irregular but generally rectangular shape that offers average utility, and the site has a generally level topography. The site backs to the City of Fairfield Linear Trail Park. All road frontage improvements are complete but, and municipal services are reported to be within the East Tabor Avenue right of way, with the site being in a development ready condition.

The site features a core City of Fairfield location, with the East Tabor Avenue corridor largely developed to low income multi-family residential apartments. The property was marketed for \$525,000 for roughly 6 months prior to going into contract. Close of escrow was contingent up on the buyer receiving entitlements at their expense. After the property was approved for an affordable housing project reported to feature 67 units, the property closed escrow for \$525,000 in March of 2020.

3 Blossom Avenue, Fairfield, 4.85 acres sold 08/20 for an adjusted \$5.21/SF

This is the sale of a 4.85 gross acre land tract that is located on the east side of Blossom Avenue, south of East Tabor Avenue and north of the active Capital Corridor commuter rail corridor. The impact of the rail corridor and proximity to the Grange Middle School results in below average immediate market area linkage and access attributes; the site has below average linkages to Interstate 80, a value factor in this market area.

The site is generally level, and is reported to be served by all urban services with sufficient capacity to support its development to a high density multi-family residential land use consistent with its RHD (15-22 Ac.) DU/zoning. The site is in a development ready condition, and will require development of road frontage improvements to Blossom Avenue upon its physical development.

The seller was an affordable housing group who could not make a development work on this site; the property sold to a Sacramento market area apartment investor who reportedly intended to entitle the land for a high density residential project and flip the entitled land for a profit.

The property was previously listed for \$695,000. While it was reported there was some interest, when it was disclosed the property is impacted by 0.75 acres of wetlands interest quickly waned.

It is reported by the listing broker that it was estimated that the site would require an additional expenditure of roughly \$600,000 to \$700,000 mitigate the onsite wetlands and deliver a development ready 4.85 acre site. In my opinion an upward adjustment of \$700,000 is appropriate, and considers the costs and incentive necessary to induce a buyer to cure the deficient site and bring it to a market typical development ready condition.

After a change in brokers the property was re-marketed for an as-is sale price of \$495,000. A buyer offered \$400,000; all cash terms with no contingencies and a 15 day close of escrow. Reportedly after entering into contract the seller received two additional contingent close of escrow offers; one for \$500,000 and one for \$600,000. However, the seller wished to divest and decided to liquidate the property and accept the non-contingent all cash offer. If we consider the contingent close of escrow offer consistent with market typical terms, this indicates a value in the range of \$6.15 per SF.

4 Suisun Valley Road, Fairfield 9.81 acres sold 08/20 for \$8.45/SF

The east portion of Green Valley Cooperate Park including this property was subject to a 19 year ongoing Green Valley Land LLC. DDA with the Fairfield Redevelopment Agency. Green Valley Land LLC (Harvey Shien) as the master developer had the option of purchasing sites within GVCP for 85% of 90% (76.5%) of Market Value. However, that option triggered paying prevailing wages for construction. That option was not exercised and paying prevailing wages is not a requirement of this site.

The site had been zoned IBP (Industrial Business Park). A. G. Spanos Construction obtained a change in the General Plan and got the property rezoned to a high density residential zoning. Additionally, Spanos obtained a use permit for a 281 unit apartment complex. Green Valley Land LLC (Harvey Shien) purchased the site from the Successor Agency, then contributed the land to a joint venture development project with Spanos. The deal took about three years because of the rezoning and political opposition to the rezoning that the deal was contingent upon.

5 8668 Poppy Ridge Road, Elk Grove, 10.00 acres sold 09/20 for \$6.89/SF

This is the sale of a 13.00 gross acre land tract located at 8668 Poppy Ridge Road in the Southeast Planning Area in the City of Elk Grove in Sacramento County. The site is in the path of a planned extension of Lotz Parkway Boulevard; development of the ROW is reported to go to bid in first quarter of 2021.

Upon completion of Lotz Parkway the site will be served with all urban services necessary to support its development, and will feature a net site area of 10 acres. The property is zoned for high density residential development of 15.1 to 40 dwelling units per acre.

The property has been on and off the market for over 10+ years. Most recently the property was marketed for \$3,200,000 in November of 2016. The property sold for \$3,000,000 in September of 2020. The city of Elk Grove reports the property owners have had informal discussions of developing an affordable housing community on the site upon completion of the Lotz Parkway Boulevard; however, no preliminary plans or approvals were granted at time of sale.

6 1600 Woolner Avenue, Fairfield, 4.82 acres is pending for \$7.14/SF

This is the pending sale of a 4.82 acre land tract that is located at the northwest corner of Woolner Avenue and Gregory Lane within the Heart of Fairfield Specific Plan area near downtown Fairfield in the core/central Fairfield market area.

The property has good access character to Woolner Avenue and Gregory Lane, and has market preferred linkages and proximity to the regional I-80 transportation corridor. The site is generally level, and is reported to be served by all urban services with sufficient capacity to support its development to a high density multi-family residential land use consistent with its RHD (15-22 Ac.) DU/zoning.

The site is not in a development ready condition due to its former use as a water treatment plant; previously it was improved with two water treatment ponds onsite that were filled with un-engineered fill dirt. Development of the subject will require remediation of the remnants of former water treatment plant improvements.

It is reported the sale price was negotiated on a top down basis; with the \$1,500,000 purchase price based on the as-finished value of the development ready site upon completion of remediation of the site issues. The seller agrees to reimburse the buyer for costs to cure the deficient character of the site, and bring it to a market typical condition.

The buyer reported he intends to sink piers to bedrock as needed to support his intended three-story apartment building use; with remediation not required in support of parking and/or landscaping etc. It is reported proceeding on this basis is anticipated to result in increased site development costs in the range of \$300,000+; with funds in this general ball park being held in escrow for the buyer's use and reimbursement.

The buyer is an apartment developer intending to develop market rate apartments. The deal is contingent upon the buyer receiving entitlements for 168 apartment units, with close of escrow delayed until development permits are pulled. The project was able to achieve a higher density than its RHD zoning (15-22 DU/Ac.) due to its location within the City of Fairfield Heart of Fairfield Specific Plan Area; intended to promote higher density residential uses around the historic downtown market area. It is reported the buyer has performance clauses; and based on the brokers comments it is anticipated the project must commence construction within 6-12 months from signing. Based on 168 entitled units, this sale indicates a price per unit of \$8,929.

Qualitative Ranking Summary Table

#	Location	Sale Date	Net Acres	Sale Price \$/SF	Indicated Subject Value
1	9142 Bruceville Road	10/19	8.21	\$6.43	Greater than \$6.43/SF
2	212 East Tabor Avenue	03/20	2.33	\$5.17	Greater than \$5.17/SF
3	Blossom Avenue	08/20	4.85	\$5.21	Greater than \$5.21/SF
4	SWCorner Suisun Valley & Business Cntr.	08/20	9.81	\$8.45	Less than \$8.45/SF
5	8668 Poppy Ridge Road	09/20	10.00	\$6.89	In the Range of \$6.89/SF
6	1600 Woolner Avenue		4.82	\$7.14	Less than \$7.14/SF

Prior to qualitative ranking and analysis, the sales indicate a range of market value for the subject between \$5.17/SF to \$8.45/SF. After qualitative ranking and analysis, this range narrows to generally rounded range of \$6.50/SF to \$7.00/SF.

Overall I was pleased with the quality of the preliminary data available for analysis. A weakness of the sale data available is there were not any sales within the Downtown Waterfront District (DWD) available for analysis.

The DWD is a unique market area, with unique amenities and pedestrian linkage attributes. In our opinion the subject's location with the DWD enhances its rank and appeal; however, without any sales available it is uncertain what value premium, if any the marketplace attributes to the DWD location of the subject property.

The low end of the range is set by Sale 2 and Sale 3. Sale 2 features a similar multi-family residential zoning, was purchase by an affordable housing developer, and like the subject site is a development site towards the smaller end of the market typical range.

The immediate market area of Sale 2 is rated as largely inferior to the downtown waterfront district market area of the subject. Further Sale 2 suffers from significant levels of blight due to it backing up to the city of Fairfield Linear Park, which is a haven for areas homeless and transients. Due to the inferior immediate market are of Sale 2, and the strengthening suburban apartment development land marketplace since Sale 2 sold, it indicates a value for the subject that is greater than \$5.17 per SF.

Sale 3 features a similar development size at the lower end of the range, and is zoned for a

similar multi-family residential density. Further, the buyer of Sale 3 inherited substantial cost obligations due to the reported onsite wetlands that required mitigation; and this is similar to the conditions of sale of the subject, with the buyer having substantial demolition expenses, and likely to have additional above market typical site development costs due to its elevation and historical soils subsidence issues. Further, Sale 3 is largely adjacent to a public school use; and is somewhat similar to the subject, which is impacted by the nearby Crystal Elementary School.

The development of Sale 3 will trigger road frontage improvement obligations to Blossom Avenue. This is inferior to the subject, which has completed road frontage improvements at this time. Sale 3 has strained linkages to the market preferred I-80 regional transportation corridor, and has inferior regional linkage character in comparison to the subject.

The immediate market area access and linkage character of Sale 3 is largely inferior to the subject; the site has inferior immediate market area linkages and access character as Blossom Avenue is severed by an active rail corridor to the south of the subject, and the site has less preferred linkages to I-80 regional transportation corridor. Effectively, Blossom Avenue is a cul-de-sac north of the rail road corridor, with no other access attributes; this is problematic during school hours, as the only access corridor for the site is also the only access corridor for the school.

Due to the lack of traffic in the area, and with some older county developed uses adjacent to the south, the area suffers from some blight and is rated as inferior to the downtown waterfront district location of the subject property. In my opinion Sale 3 indicates a value for the subject that is greater than \$5.21 per SF.

Considering the seller decided to liquidate the property with an as-is offer, and rejected a contingent close of escrow offer consistent with market typical terms for \$600,000, this provides support for a subject property value that is greater than \$6.15 per SF.

The high end of the range is set by Sale 4 and pending Sale 6. Sale 4 is located in Green Valley market area of the City of Fairfield; this has historically been a superior market location in comparison to the downtown waterfront location of the subject, as it can achieve higher rents due to superior linkages to Interstate 80, Highway 680, and State Route 12.

Further, Sale 4 sold with no affordable housing requirements to a market rate apartment developer, and is rated as superior to the subject in this regard. After all considerations, Sale 6 clearly establishes support for a subject market value that is less than \$8.45 per SF.

Pending Sale 6 is in my opinion the best data point for analysis. It features a generally similar overall size and zoning; further, the site requires remediation of known soil stability issues that increases its development risk, similar to the condition of sale of the subject property. Further, pending Sale 6 is the most recently negotiated data available for analysis, and reflects the strength of the current market environs.

In my opinion the downtown waterfront location of the subject is superior to the location of Pending Sale 6. However, Pending Sale 6 is rated as superior to the subject due to it not having any affordable housing requirement; while the buyer may pursue affordable housing if it proves to provide for superior financial returns, it has no affordable housing requirement and is superior to the subject in this regard. Pending Sale 6 indicates value for the subject that is in the range of, but less than \$7.14 per SF.

While located in Elk Grove, in my opinion Sale 1 and Sale 5 are both strong comparable sales for analysis. The City of Elk Grove trade area is rated as similar to the subject; however, the immediate downtown waterfront location of the subject is rated as superior.

Sale 1 was zoned for a less intensive residential development density; with the buyer speculating on increasing the allowed development density in pursuing some affordable housing units. Further, Sale 1 is the oldest sale for analysis, and an upward adjustment is appropriate to account for the inferior market conditions at the time Sale 1 sold. Sale 1 indicates support for a subject property value that is in the range of, but greater than \$6.43 per SF.

Sale 5 was purchased by an affordable housing developer, similar to the anticipated buyer profile of the subject. Sale 5 features a large site size; and is less similar to the subject than preferred in this regard. In my opinion the current marketplace prefers larger multi-family development sites similar to Sale 5, as they provide for superior economies of scale in comparison to the smaller development site of the subject.

Overall Sale 5 is rated as inferior as it is not in a development ready condition; Sale 5 will not be in a development ready condition until the completion of major public right of way project. At this time the completion of the project is uncertain; but anticipated in 1-2 years.

This is inferior to the subject property; while the subject improvements require demolition which delays breaking ground on redevelopment the subject redevelopment site is largely in a development ready condition that does not require any public infrastructure prior to being able to develop. In my opinion Sale 56 indicates the strength of the current market environs, and

indicates support for a subject market value that is in the range of \$6.89 per SF.

Primary weight is given to Sales 5 and Pending Sale 6, indicating support for a subject market value in the rounded range of \$6.75/SF to \$7.00/SF. The other sales utilized in the analysis support the value indicated by Sale 5 and Pending Sale 6, and provide secondary support to the reasonableness of the value range indicated by Sale 5 and Pending Sale 6.

After all considerations a preliminary market value of the subject is supported in the range of \$6.75/SF to \$7.00/SF. Calculations are shown below.

$$\begin{aligned} 3.19\pm \text{ Acres} &= 138,956 \pm \text{ SF} \\ 138,956 \text{ SF} \times \$6.75/\text{SF} &= \$937,956 \\ 138,9586 \text{ SF} \times \$7.00/\text{SF} &= \$972,695 \end{aligned}$$

With the best current sales available for analysis a preliminary market value in the range of \$937,956 to \$972,695 for the subject property is supported and appears reasonable in comparison.

So as not to suggest a degree of precision that is not inherent in the data available for analysis it is appropriate to round the value conclusion. After all considerations a rounded preliminary value opinion of \$950,000 is opined for the subject property.

The atypical above market typical demolition costs of the subject are not inherent in any of the current comparable sales used in the previous analysis; therefore, are not costs that are inherent in the preliminary market value opinion of \$950,000.

Now that a preliminary value indication of the subject property has been opined, I must consider the value impact of the atypical cost to demolish the existing improvements and redevelop the site to an affordable housing project consistent with its terms and conditions of sale.

Additionally, I must also consider the impact fee credits associated with the former improvements that will carry with the subject land; reducing its capital costs in its required redevelopment to a new affordable housing improved multi-family apartment use.

The reported costs to demolish the existing improvements consistent with the proposed conditions of sale are substantial; and are significantly elevated due to the buildings requiring hazardous material abatement costs reported to be \$440,000. The total reported demolition costs

are \$829,174, and includes charges for overhead and profit.

In my opinion the City of Suisun may be well served to get a few competitive bids as they relate to the demolition and hazardous material abatement costs of the existing improvements.

However, in my opinion a developer would require a contingency of 10% to accept the risk of cost over runs, and/or unforeseen expenses involved in the demolition of the existing improvements.

If the project comes in at the project budge of \$829,174, then this 10% contingency would be earned as entrepreneurial profit due to successful entrepreneurial coordination of the project. Based on the reported demolition costs of \$829,174, a 10% contingency fee of \$82,917 is included in my analysis of the residual land value of the subject property.

The subject land benefits from its pre-paid historical development impact fees; with the City of Suisun reporting residual impact fee credits of \$495,567, and FSSD reporting residual impact fee credits of \$320,331. Effectively, the financial feasibility of the redevelopment of the subject site is notably enhanced by the \$815,898 in development impact fee credits that carry with the subject land.

The residual land value calculation is shown below.

Preliminary Land Value	\$950,000
Demolition Costs	(\$829,174)
Contingencies 10%	(\$82,917)
Impact Fee Credits	\$815,898
Net Land Value Indication	\$853,807

Based on an analysis of comparable multi-family residential site sales in the competitive market area of the subject property:

- With consideration of the reported costs to demolish the existing improvements consistent with the terms of sale of the subject.
- And with market typical considerations for cost contingencies and entrepreneurial incentive.
- And with consideration of the enhanced financial feasibility of redevelopment of the subject property due to its previously paid impact fees.
- A market value indication of the subject is calculated to be roughly \$853,807, or \$6.14/SF.

So as not to suggest a degree of precision that is not inherent in this analysis nor the marketplace the subject property competes in my opinion it is appropriate to round the final value opinion.

After all considerations, a market value of the subject property consistent with the proposed terms that require the buyer demolish the existing buildings at their expense and develop a multi-family residential apartment project with at least as many affordable units as currently exist, a rounded market value opinion of \$850,000 is opined for the subject property.

This value opinion is subject to the Hypothetical Condition that the subject is a neutral, market typical site on the date of value; and is not impacted by above market typical site development costs related to soil stability and/or flood plain issues.

In my opinion increased above market typical development costs associated with the redevelopment of the subject property would have a 1-to-1 effect on the market value of the residual land.

MARKET VALUE OPINION
3.19 AC. SUBJECT PROPERTY
=
\$850,000

EXPOSURE TIME

The Uniform Standards of Professional Appraisal Practice (USPSP) require that opinions of market value be expresses in relation to exposure time.

Exposure time⁴ is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

Exposure time is different for various types of real estate and value ranges and under various market conditions. Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal.

As discussed development land typically does not sell in a condition that reflects the physical and legal status of the subject property on the date of value and there is no empirical evidence of how long the subject property would have needed to be exposed to the market under these conditions in order to result in a sale at market value on the date of value.

Therefore based more on my experience in the marketplace than specific empirical evidence; given the limited numbers of buyers in the marketplace with the expertise to entitle land development projects of the size and scope of the subject property, our opinion is the subject property would have had to been offered for sale for approximately twelve months prior to the date of value.

⁴ *Dictionary of Real Estate Appraisal*, 4th Edition, The Appraisal Institute

CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standard of Professional Appraisal Practice.
8. I have made a personal inspection of the property that is the subject of this report, unless noted otherwise in the SCOPE OF WORK.
9. I have inspected all of the comparable sales used in analysis by utilizing aerial imaging provided by Google Earth.
10. No one provided significant professional assistance to the persons signing this report.

11. To the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report Steven M. Salmon has completed the requirements of the continuing education program of the Appraisal Institute.
13. I have the necessary education and experience to competently perform this appraisal assignment.
14. I have not provided any services, as an appraiser or in any other capacity, regarding the properties that are the subject of this report within the three-year period immediately preceding acceptance of the assignment.
15. Steven M. Salmon is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG044622).
16. This appraisal is intended to be in full compliance with the Uniform Standards of Professional Appraisal Practice.



Steven M. Salmon, MAI
CA #AG0044622

2-24-2021

Date

SUBJECT PHOTOGRAPHS



Looking west on Almond Street towards the Waterfront; subject is on the left and right (not pictured).



Shot looking east along Almond Street. The subject property is pictured on the north and south sides of Almond Street.

SUBJECT PHOTOGRAPHS



Shot of an improved surface parking lot located at the northwest corner of the subject property.



Existing single story four-plex apartment units that require demolition and removal prior to redevelopment.

SUBJECT PHOTOGRAPHS



Existing single story four-plex apartment units that require demolition and removal prior to redevelopment.



Shot from the eastern end of the subject property; looking west along Almond Street with the subject property pictures on the north and south side of the public right of way.

Land Sale No. 1

Property Identification

Record ID 448
Property Type Multi-family
Address 9142 Bruceville Road, Elk Grove, Sacramento County, California 95758
Tax ID 116-0011-020, -021;116-1380-005, -228, -009, -014

Sale Data

Grantor EGB Elk Grove LLC
Grantee Pacific West Communities Inc.
Sale Date October 29, 2019
Deed Book/Page 191029-1531
Property Rights Fee Simple
Conditions of Sale 1031 Exchange
Verification Doug Bayless; November 04, 2020; Other sources: CoStar, Public Record, Confirmed by Steve Salmon

Sale Price \$2,300,000
Cash Equivalent \$2,300,000

Land Data

Zoning RD-15, High density
Topography Generally level
Utilities All municipal services available
Shape Irregular

Land Size Information

Gross Land Size 8.350 Acres or 363,726 SF
Front Footage Bruceville Road;

Indicators

Sale Price/Gross Acre \$275,449
Sale Price/Gross SF \$6.32

Remarks

This is the sale of a 8.2093 acre land tract that was acquired by Pacific Communities; a large western regional developer specializing in market rate and senior apartment communities.

The site is zoned for 15 units per acre; however, it is reported the buyer believes they may be able to achieve a higher density by pursuing development of a mixed market rate and affordable housing project.

The site is reported to be rough graded and fully served with municipal services sufficient to support its development. The site is not finished, and requires development of road frontage improvements of curbs, gutters and sidewalks upon its development. It is reported the site has two curb cuts to Bruceville Road providing access.

It is reported this was the downleg in a 1031 exchange for the buyer. The property sold for \$2,300,000 in October of 2019.

Land Sale No. 2

Property Identification

Record ID	442
Property Type	Multi-family
Address	212 East Tabor Avenue, Fairfield, Solano County, California 94533
Tax ID	0034-150-100

Sale Data

Grantor	A & S Trust
Grantee	212 East Tabor Fairfield LLC
Sale Date	March 23, 2020
Deed Book/Page	22859
Property Rights	Fee Simple
Marketing Time	18+ Months
Conditions of Sale	Arms Length
Verification	Erik Dakin; Other sources: CoStar, MktgPkg, Public Record, Confirmed by Steve Salmon
Sale Price	\$525,000
Cash Equivalent	\$525,000

Land Data

Zoning	High Density Residential (15-22 DU/Ac.)
Topography	Generally level
Utilities	In ROW
Shape	Irregular

Land Size Information

Gross Land Size	2.330 Acres or 101,495 SF
Front Footage	265 ft East Tabor Avenue;

Indicators

Sale Price/Gross Acre	\$225,322
Sale Price/Gross SF	\$5.17

Remarks

This is the sale of a 2.33 acre residential site located at 212 East Tabor Avenue in the city of Fairfield. The site is zoned for high density residential use; the zoning allows for 15 to 22 multi-family dwelling units per acre.

The site features an irregular but generally rectangular shape that offers average utility, and the site has a generally level topography. The site backs to the City of Fairfield Linear Trail Park. All road frontage improvements are complete but, and municipal services are reported to be within the East Tabor Avenue right of way, with the site being in a development ready condition.

The site features a core City of Fairfield location, with the East Tabor Avenue corridor largely developed to low income multi-family residential apartments. The property was marketed for \$525,000 for roughly 6 months prior to going into contract. Close of escrow was contingent up on the buyer receiving entitlements at their expense. After the property was approved for an affordable housing project reported to feature 8 units, the property closed escrow for \$525,000 in March of 2020.

Land Sale No. 3

Property Identification

Record ID 453
Property Type Multi-family
Address Blossom Avenue, Fairfield, Solano County, California 94533
Tax ID 00374-070-030

Sale Data

Grantor Solano Affordable Housing Foundation
Grantee Dhir Capital LLC
Sale Date August 31, 2020
Deed Book/Page 73562
Property Rights Fee Simple
Marketing Time 90+ Days
Conditions of Sale 15 Day COE w/ not contingencies
Financing All Cash
Verification Eric Dakin; December 30, 2020; Other sources: MktgPkg, CoStar, MLS, Confirmed by Steve Salmon

Sale Price \$400,000
Cash Equivalent \$400,000
Upward Adjustment \$700,000 Wetlands Mitigation
Adjusted Price \$1,100,000

Land Data

Zoning RHD, Multi-Family
Topography Generally level
Utilities All available
Shape Generally rectangular

Land Size Information

Gross Land Size 4.850 Acres or 211,266 SF
Front Footage 300 ft Blossom Avenue;

Indicators

Sale Price/Gross Acre \$82,474 Actual or \$226,804 Adjusted
Sale Price/Gross SF \$1.89 Actual or \$5.21 Adjusted

Remarks

This is the sale of a 4.85 gross acre land tract that is located on the east side of Blossom Avenue, south of East Tabor Avenue and north of the active Capital Corridor commuter rail corridor. The impact of the rail corridor and proximity to the Grange Middle School results in below average immediate market area linkage and access attributes; the site has below average linkages to Interstate 80, a value factor in this market area.

The site is generally level, and is reported to be served by all urban services with sufficient capacity to support its development to a high density multi-family residential land use consistent with its RHD (15-22 Ac.) DU/zoning. The site is in a development ready condition, and will require development of road frontage improvements to Blossom Avenue upon its physical development.

The seller was an affordable housing group who could not make a development work on this site; the property sold to a Sacramento market area apartment investor who reportedly intended to entitle the land for a high density residential project and flip the entitled land for a profit.

The property was previously listed for \$695,000. While it was reported there was some interest, when it was disclosed the property is impacted by 0.75 acres of wetlands interest quickly waned.

It is reported by the listing broker that it was estimated that the site would require an addiitona expenditure of roughly \$600,000 to \$700,000 mitigate the onsite wetlands and deliver a development ready 4.85 acre site. In my opinion an upward adjustment of \$700,000 is appropriate, and considers the costs and incentive necessary to induce a buyer to cure the deficient site and bring it to a market typical development ready condition.

After a change in brokers the property was re-marketed for an as-is sale price of \$495,000. A buyer offered \$400,000; all cash terms with no contingencies and a 15 day close of escrow. Reportedly after entering into contract the seller received two additional contingent close of escrow offers; one for \$500,000 and one for \$600,000. However, the seller wished to divest and decided to liquidate the property and accept the non-contingent all cash offer.

Land Sale No. 4

Property Identification

Record ID 444
Property Type Multi-family
Property Name GVCP Apartment site
Address Business Center Drive, Fairfield, Solano County, California
Location SEC Business Center & Suisun Valley Rds
Tax ID portions of 0148-540-270 & 300

Sale Data

Grantor Fairfield RDA Successor
Grantee Green Valley Land LLC
Sale Date August 14, 2020
Deed Book/Page 0068224
Property Rights Fee
Conditions of Sale Subject to DDA agreement
Verification Harvey Shein (buyer); October 19, 2020; Other sources: deed & closing statement, Confirmed by Ronald Garland

Sale Price \$3,610,884
Cash Equivalent \$3,610,884

Land Data

Zoning See remarks
Topography Generally level
Utilities All in Business Center Drive
Shape Irregular
Flood Info Zone x - no insurance required

Land Size Information

Gross Land Size 9.810 Acres or 427,324 SF
 281

Indicators

Sale Price/Gross Acre \$368,082
Sale Price/Gross SF \$8.45
Sale Price/ Unit \$12,850

Remarks

The east portion of Green Valley Cooperate Park including this property was subject to a 19 year ongoing Green Valley Land LLC. DDA with the Fairfield Redevelopment Agency. Green Valley Land LLC (Harvey Shien) as the master developer had the option of purchasing sites within GVCP for 85% of 90% (76.5%) of Market Value. However, that option triggered paying prevailing wages for construction. That option was not exercised and paying prevailing wages is not a requirement of this site.

The site had been zoned IBP (Industrial Business Park). A. G. Spanos Construction obtained a change in the General Plan and got the property rezoned to a high density residential zoning. Additionally, Spanos obtained a use permit for a 281 unit apartment complex. Green Valley Land LLC (Harvey Shien) purchased the site from the Successor Agency, then contributed the land to a joint venture development project with Spanos. The deal took about three years because of the rezoning and political opposition to the rezoning that the deal was contingent upon.

Land Sale No. 5

Property Identification

Record ID 450
Property Type Multi-family
Address 8668 Poppy Ridge Road, Elk Grove, Sacramento County, California 95757
Tax ID 132-0290-021

Sale Data

Grantor Jane Clark
Grantee 8668 Poppy Ridge LLC
Sale Date September 15, 2020
Deed Book/Page 2009151612
Property Rights Fee Simple
Marketing Time 5+ Years
Conditions of Sale Arms Length
Verification Other sources: CoStar, Public Record, Planning Department, Confirmed by Steve Salmon

Sale Price \$3,000,000
Cash Equivalent \$3,000,000

Land Data

Zoning HDR 15.1 to 40 DU/Ac., High density
Topography Generally level
Utilities Extended upon completion of Lotz Parkway ROW
Shape Rectangular

Land Size Information

Gross Land Size 13.000 Acres or 566,280 SF
Net Land Size 10.000 Acres or 435,600 SF , 76.92%
Front Footage Lotz Way;

Indicators

Sale Price/Gross Acre \$230,769
Sale Price/Gross SF \$5.30
Sale Price/Net Acre \$300,000
Sale Price/Net SF \$6.89

Remarks

This is the sale of a 13.00 gross acre land tract located at 8668 Poppy Ridge Road in the Southeast Planning Area in the City of Elk Grove in Sacramento County. The site is in the path of a planned extension of Lotz Parkway Boulevard; development of the ROW is reported to go to bid in first quarter of 2021.

Upon completion of Lotz Parkway the site will be served with all urban services necessary to support its development, and will feature a net site area of 10 acres. The property is zoned for high density residential development of 15.1 to 40 dwelling units per acre.

The property has been on and off the market for over 10+ years. Most recently the property was marketed for \$3,200,000 in November of 2016. The property sold for \$3,000,000 in September of 2020. The city of Elk Grove reports the property owners have had informal discussions of developing an affordable housing community on the site upon completion of the Lotz Parkway Boulevard; however, no preliminary plans or approvals were granted at time of sale.

Pending Land Sale No. 6

Property Identification

Record ID	454
Property Type	Residential
Address	1600 Woolner Avenue, Fairfield, Solano County, California 94533
Tax ID	0031-201-030

Sale Data

Grantor	Fairfield Housing Authority
Grantee	Sutton Place Development Corporation
Closing Date	February 01, 2021
Property Rights	Fee Simple
Marketing Time	12+ Months
Conditions of Sale	See Remarks - Contngent COE
Verification	Pat Morrill (Buyer); December 30, 2020; Confirmed by Steve Salmon

Contract Price	\$1,500,000
Cash Equivalent	\$1,500,000

Land Data

Zoning	RHD, Heart of Fairfield SP Area, Multi-Family
Topography	Generally level
Utilities	All available
Shape	Rectangular

Land Size Information

Gross Land Size	4.820 Acres or 209,959 SF 168
Front Footage	Woolner Avenue; Gregory Lane;

Indicators

Sale Price/Gross Acre	\$311,203
Sale Price/Gross SF	\$7.14
Sale Price/ Unit	\$8,929

Remarks

This is the pending sale of a 4.82 acre land tract that is located at the northwest corner of Woolner Avenue and Gregory Lane within the Heart of Fairfield Specific Plan area near downtown Fairfield in the core/central Fairfield market area.

The property has good access character to Woolner Avenue and Gregory Lane, and has market preferred linkages and proximity to the regional I-80 transportation corridor. The site is generally level, and is reported to be served by all urban services with sufficient capacity to support its development to a high density multi-family residential land use consistent with its RHD (15-22 Ac.) DU/zoning.

The site is not in a development ready condition due to its former use as a water treatment plant; previously it was improved with two water treatment ponds onsite that were filled with un-engineered fill dirt. Development of the subject will require remediation of the former water treatment plants.

It is reported the sale price was negotiated on a top down basis; with the \$1,500,000 purchase price based on the as-finished value of the development ready site upon completion of remediation of the site issues. The seller agrees to reimburse the seller for his costs to cure the deficient character of the site, and bring it to a market typical condition.

The buyer reported he intends to sink piers to bedrock as needed to support his intended three-story apartment building use; with remediation not required in support of parking and/or landscaping etc. It is reported proceeding on this basis is anticipated to result in increased site development costs in the range of \$300,000+; with funds in this general ball park being held in escrow for the buyer's use.

The buyer is an apartment developer intending to develop market rate apartments. The deal is contingent upon the buyer receiving entitlements for 168 apartment units, with close of escrow delayed until development permits are pulled. The project was able to achieve a higher density than its RHD zoning (15-22 DU/Ac.) due to its location within the City of Fairfield Heart of Fairfield Specific Plan Area; intended to promote higher density residential uses around the historic downtown market area.

It is reported the buyer has performance clauses; and based on the brokers comments it is anticipated the project must commence construction within 6-12 months from signing. Based on 168 entitled units, this sale indicates a price per unit of \$8,929.

PROPOSAL

SWANK CONSTRUCTION, INC.
222 BELLA VISTA ROAD
VACAVILLE, CA 95687
CA Lic. #559490
(707) 446-8808 Fax (707) 466-8303

Proposal submitted to: Ashria Hospitality, LLC		Phone:	Date: 12-09-2020
Street: Almond Street		Job Name: Almond Gardens Apartments	
City, State, Zip: Suisun City, CA		Job Location:	
Architect: ACE	Date of Plans: TBD	Job Phone:	

We propose hereby to furnish material and labor-complete in accordance with specifications below to demo 13 ea. fourplexes, totaling 52 units for the sum of:

	\$ \$829,173.24
--	------------------------

Payment to be made as follows: PROGRESSIVE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry builders risk and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____
Jack Swank- V.P. Operations

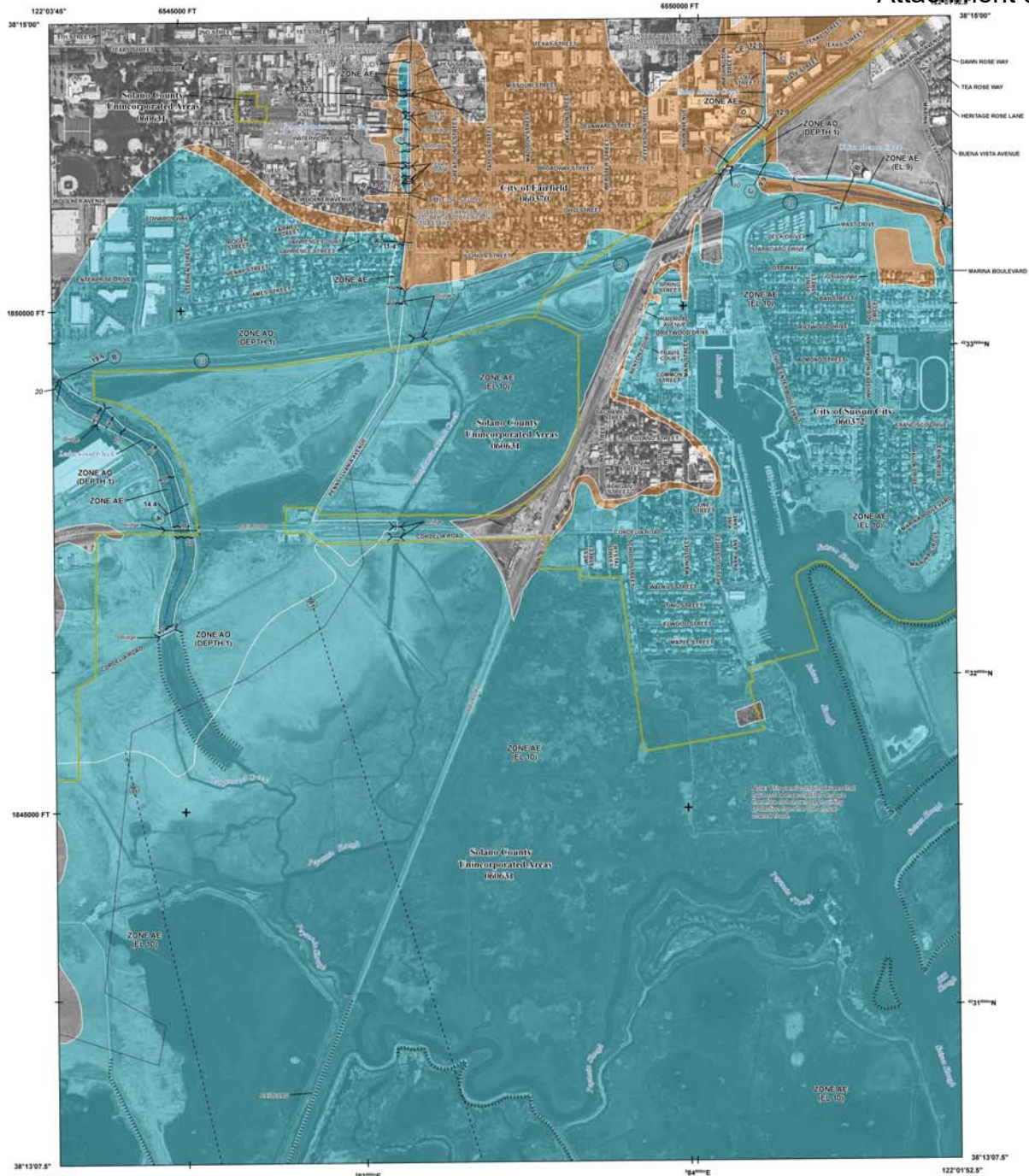
Note: This Proposal may be withdrawn by Swank Construction, Inc. us if not accepted within **30** days.

INCLUSIONS:

- | | |
|------------------------------------|----------------|
| 1. Hazardous Materials abatement = | \$440,000 |
| 2. BAAQMD Permit | = \$2,753 |
| 3. Demo building and slab | = \$325,000 |
| 4. Overhead | = \$30,710.12 |
| 5. Profit | = \$30,710.12 |
| 6. Total | = \$829,173.24 |

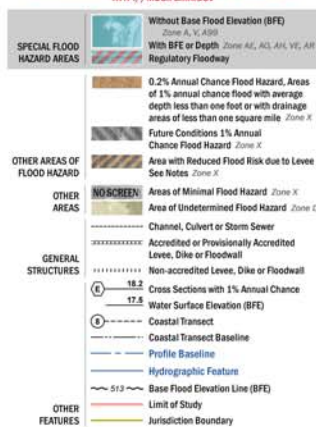
Exclusions:

1. Permits or fees
2. Builders risk insurance
3. Bonds
4. Testing Service
5. Temp power or water fees



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://msc.fema.gov)



NOTES TO USERS

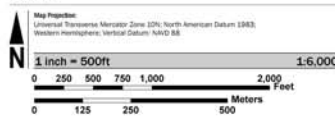
For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information Exchange at 1-877-FEMA-MAP (1-877-336-3627) or visit the FEMA Map Service Center website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information Exchange.

Communities entering and/or adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM rules. These may be obtained directly from the Map Service Center at the number listed above.

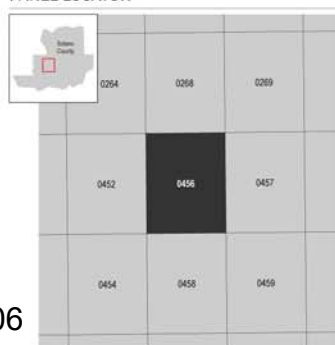
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6032.

Base map information shown on this FIRM was derived from Coastal California LGAIR and Digital Imagery dated 2011. USDA NAD 2011 imagery is used in areas not covered by the Coastal California imagery.

SCALE



PANEL LOCATOR



FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

SOLANO COUNTY, CALIFORNIA
and Incorporated Areas
Panel 456 of 730

Panel Contains:
COMMUNITY: FAIRFIELD, CITY OF
SOLANO COUNTY
SUISUN, CITY OF

NUMBER: 060310 0456
060331 0456
060312 0456

SUFFIX: F
F
F



PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Placer Title Company
1300 Oliver Rd., Suite 120
Fairfield, CA 94534
Phone: (707)429-2211
Fax: (707) 429-1230

Order No.: P-438383
Reference:
Escrow Officer: Laura Vierra
Email: TeamVierra@placertitle.com
Email Loan Docs To: lvierra@placertitle.com

Proposed Insured:
Proposed Loan Amount:

Proposed Underwriter: Old Republic National Title Insurance Company

Property Address: APN'S: 0032-101-420 & 0032-102-160, Suisun City, CA 94585

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: September 22, 2020 at 7:30AM
Title Officer: Phillip Kelly

Order Number: P-438383

The form of policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners Policy

2006 ALTA Standard Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee as to Parcels One and Three, Easements as to Parcels Two and Four

Title to said estate or interest at the date hereof is vested in:

Housing Authority of Suisun City

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

Exhibit "A"

Legal Description

The land described herein is situated in the State of California, County of Solano, City of Suisun City, described as follows:

Parcel One:

Parcel 2, as shown on that certain Map filed June 14, 1993 in the Office of the County Recorder of Solano County, State of California in Book 38 of Parcel Maps, at Page 15, as Amended by Certificate of Correction Recorded September 5, 1995, Series No. 1995-00054204.

Parcel Two:

A non-exclusive easement for driveway, vehicular ingress and egress and pedestrians, over that portion of Parcel 1, as shown on that certain Parcel Map filed June 14, 1993 in the Office of the County Recorder of Solano County, State of California in Book 38 of Parcel Maps, at Page 15, more particularly described as follows:

Beginning at a point that bears North 89 degrees 45' 10" West a distance of 10.00 feet and North 00 degrees 37' 00" East a distance of 5.00 feet from the Southeasterly corner of Lot 1 as shown on that certain Map filed for record in Book 22 of Record Maps at Page 53, Solano County Records; thence North 89 degrees 45' 10" West a distance of 13.37 feet to the beginning of a non-tangent curve having a radius of 10.00 feet concave to the Southwest, a radial to said beginning bears North 60 degrees 14' 50" East; thence North Westerly along said curve, through a central angle of 60 degrees 00' 00" an arc distance of 10.47 feet; thence non-tangent to said curve North 00 degrees 37' 00" East a distance of 24.14 feet; thence South 89 degrees 23' 00" East a distance of 29.00 feet to the point of beginning.

Parcel Three:

Parcel 4, as shown on that certain Parcel Map filed June 14, 1993 in Book 38 of Parcel Maps, Page 15, Solano County Records, as Amended by Certificate of Correction Recorded September 5, 1995, Instrument No. 1995-0054204, Solano County Records.

Parcel Four:

An easement (not to be exclusive) for pedestrian and vehicular access, over and across the following described property:

Beginning at the Northwest corner of Parcel 4, as shown on said Map of "Parcel Map for Almond Gardens"; thence South 89 degrees 45' 10" East, 12.00 feet; thence South 00 degrees 37' 00" West, 5.00 feet to the beginning of a 10.00 foot tangent curve, concave to the Northeast; thence Southeasterly along said curve, through a central angle of 90 degrees 00' 00" an arc distance of 15.71 feet; thence non-tangent to said curve, South 00 degrees 37' 00" West, 24.24 feet; thence North 89 degrees 46' 00" West, 44.00 feet; thence North 00 degrees 37' 00" East, 24.38 feet to the beginning of a 10.00 foot non-tangent curve concave to the Northwest, a radial to said beginning bears South 00 degrees 37' 00" West; thence Northeasterly along said curve through a

central angle of 90 degrees 00' 00" an arc distance of 15.71 feet; thence non-tangent to said curve, South 89 degrees 45' 10" East, 12.00 feet; thence North 00 degrees 37' 00" East, 5.00 feet to the point of beginning.

Excepting therefrom that portion lying within Parcel One above.

APN: 0032-101-420, 0032-102-160

Order Number: P-438383

EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2020-2021, a lien not yet due or payable.

Please contact the Solano County Tax Collector office at ttccc@solanocounty.com for current tax bill information.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Municipal and any unpaid charges for the City of Suisun City, if any. For amounts due, please contact Republic Services at (707) 437-8900.
4. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below:

Map Of: Crescent Estates
Recorded: (book) 22 of Maps, (page) 53
Purpose: Public Utility Easement
Affects: Portions of the premises

5. The herein described land is included within the boundaries of the Suisun City Redevelopment Project, City of Suisun Ordinance No. 462, upon the terms and provisions contained therein, recorded [July 14, 1982, Instrument No. 25626, Book 1982, Page 45007](#), Official Records.

And as modified by document recorded [July 21, 1989, Instrument No. 47829](#), Official Records.

And as revised by document recorded [December 18, 2009, Instrument No. 108234](#), Official Records.

California Health and Safety Code Section 34172 provides for the dissolution of Redevelopment Agencies.

6. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below:

Map Of: Parcel Map
Recorded: (book) 38 of Maps, (page) 15
Purpose: Public Utility Easement
Affects: Portion of the premises

7. An easement over said land for driveway and incidental purposes, as granted to Windrift Company, a California Corporation and Theodore J. De Vries, a married man, in deed recorded [April 25, 1994, \(instrument\) 1994-00042179](#), Official Records.

Affects: Southwesterly portion of the premises

No representation is made as to the current ownership of said easement.

8. An easement over said land for utilities and incidental purposes, as granted to Pacific gas and Electric Company, a California Corporation, in deed recorded [June 13, 1995, \(instrument\) 1995-00034143](#), Official Records.

Affects: Not disclosed of record

No representation is made as to the current ownership of said easement.

9. We find no open deeds of trust of record. Escrow please confirm before closing.

***** SPECIAL INFORMATION *****

*** CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is Govermental and Miscellaneous and that the property address is:

APN'S: 0032-101-420 & 0032-102-160, Suisun City, CA 94585

***NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

*** **DISCLOSURE OF DISCOUNTS** ***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

*** **LENDER'S NOTE** ***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

*** **BUYER'S NOTE** ***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
Attachment One (Rev 06-05-14)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

EXCLUSIONS FROM COVERAGE (continued)

3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
 - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership or LLC; or
 - h. The seller is a tax-exempt entity under either California or federal law; or
 - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.



**Placer Title Co., Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings,
Premier Title Agency, Texas National Title, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY
updated December 20, 2019, effective January 1, 2020

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifiers, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; and (J) Geolocation information (with consent when using our mobile applications).

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-J); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); and Auditing and complying with legal and other similar requirements (A-I).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie,

which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information by our tracking technologies allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We do not sell personal information about consumers and have not sold information about consumers in the last 12 months.

7. Minors

We do not collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

1. Requests Under the California Consumer Privacy Act ("CCPA")

Effective January 1, 2020, California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations.

We do not discriminate against consumers for exercising rights under the CCPA or other laws.

2. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request via our Internet website at <https://www.placertitle.com>; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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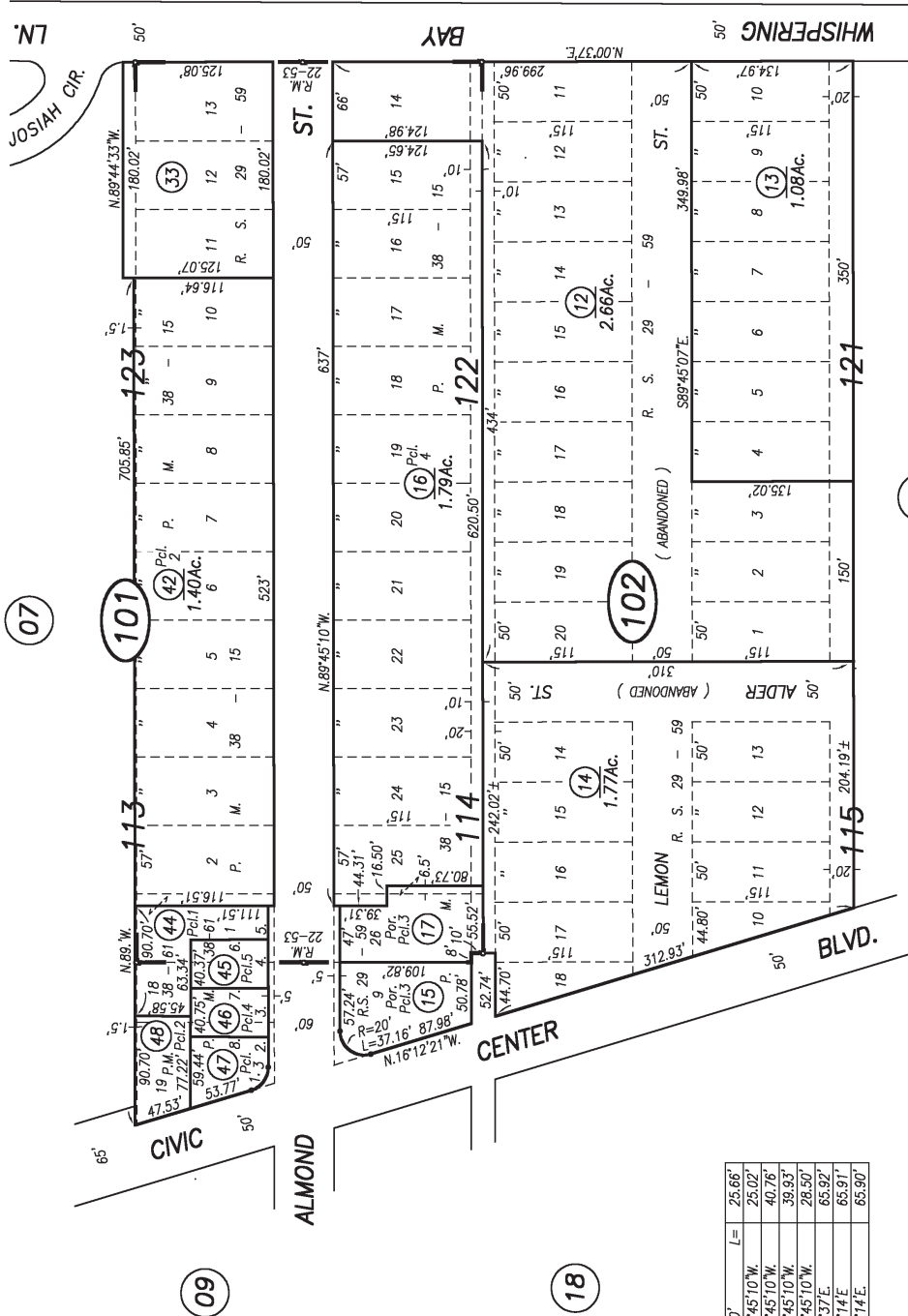
Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacypolicy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				



1. R=20'	L=25.66'
2. N.89°45'10"W.	25.02'
3. N.89°45'10"W.	40.76'
4. N.89°45'10"W.	39.93'
5. N.89°45'10"W.	28.50'
6. N.00°37'E.	65.92'
7. N.00°14'E.	65.91'
8. N.00°14'E.	65.90'

Chaplin Addition
Crescent Estates

Unit No.1

R.M. Bk. 05 Pg. 05
R.M. Bk. 22 Pg. 53

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

R.S. 29-59	11-2-09	Cr.
P.M. 38-61	4-25-94	S.S.
ST. NAME CHG.	7-27-93	Pd
REVISION	DATE	BY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF SUISUN CITY
Assessor's Map Bk.32 Pg. 10
County of Salano, Calif.

10-11



REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

October 16, 2021

Greg Folsom
City Manager
City of Suisun City
701 Civic Center Boulevard
Suisun City, California 94585

Subject: Addendum
Garland & Salmon Report #220539, dated 02/24/2021

Dear Mr. Folsom:

Previously in December of 2020 I performed an appraisal of a proposed multi-family residential redevelopment site located at 707 through 815 Almond Street in the Downtown Waterfront District of the city of Suisun City. The property is commonly known as Solano County Assessor Parcel Numbers 0032-101-420 and 0032-102-160.

This letter is intended to serve as an Addendum to my prior report, dated 02/24/2021 and identified as Garland & Salmon report number 220539. This Addendum is subject to all of the definitions, assumptions and limiting conditions, and certification of my original report.

I have written this Addendum at the request of the Client; the City of Suisun City. This Addendum is intended to be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

In my prior report it was reported that the subject site is zoned Downtown Waterfront, indicating it is within the Downtown Waterfront Specific Plan area. Within the Downtown Waterfront Specific Plan the subject site is zoned for Residential Medium Density (RMD), allowing for the development of 12-24 dwelling units per acre (DU/Ac).

It is now reported the subject site under the Downtown Waterfront Specific Plan is zoned for Residential High Density (RHD); allowing for 24.1 to 54 DU/Ac. The intent of this Addenda is to discuss my opinions in regards to the rank and appeal of the subject property as zoned RHD; and my opinion as to whether the RHD zoning changes my opinion of value of the property in my prior report.

Generally speaking in my opinion the RHD zoning of the subject property is desirable; in my opinion it is always easier to entitle projects that feature lower than maximum allowed density in comparison to trying to entitle a maximum, or an above maximum density project.

However;

- It is uncertain if the RHD zoning is materially more desirable in the subject's competitive marketplace in comparison to a lower allowed density RMD zoning.
- It is the marketplace that makes or destroys value. Zoning districts that are consistent with marketplace demand can create value; and zoning districts that are inconsistent with market demand can destroy value.

The RHD zoning district provides for the potential for a more intensive multi-family residential development; with maximum permitted density more than twice the maximum permitted density of the RMD zoning district. However, at this time there are no multi-family developments in the immediate market area of the subject that feature development densities that are generally consistent with the RHD zoning of the subject.

Most of the competitive inventory in the immediate market area feature two to three story apartment construction, with densities in the general range of 20 to 30+ Du/Ac. In the Solano County market new apartment construction generally features two to three story buildings; with market preferred densities observed to be in the general range of 25 to 35 Du/Ac.

Current building code standards are the reason the marketplace is generally developing two to three story wood frame buildings rather than 4+ story construction; as development of 4+ stories requires steel frame construction.

The significant additional costs associated with 4+ story steel frame construction is not demonstrated to be financially feasible in the subject marketplace; and/or is not perceived by market participants to provide for superior returns in comparison to historical two to three story wood frame construction apartments.

In my opinion while being zoned for up to 50 units is desirable on paper it does not provide for any meaningful increase in rank and appeal, or increase in market value in the marketplace. Simply zoning a property for a higher intensity use does not create a higher use value if that higher intensity use is not desired in the marketplace.

To unlock the higher densities allowed under the RHD zoning will require 4+ story construction. The marketplace has no demonstrated appetite for multi-family apartment development that features 4+ story steel frame construction. Therefore, the marketplace has no appetite for the higher density development allowed under the RHD zoning of the subject.

If the marketplace has no desire to build the above market typical density allowed under the RHD zoning of the subject, then in my opinion this additional allowed density has no significant

contributory value; it effectively provides for no additional utility to a market typical apartment developer buyer in the competitive market area of the subject property as it is not consistent with their intended development plans.

In my prior report I analyzed six sales in comparison to the subject that featured maximum zoned and/or approved densities at time of sale ranging from 15 to 40 DU/Ac; with three comparable sales featuring projects with entitled densities ranging from 28.8 to 34.9 DU/Ac.

It was my opinion at the time of the report that the subject property was likely to feature a development density in the range of 24+ DU/Ac. In my opinion based on conversations with City staff and the stated desire to foster new development within the Downtown Waterfront it appeared reasonable the property could be entitled for a project with a market typical density; or could achieve a density bonus as allowed under affordable housing projects and as demonstrated in comparable Sale 2.

I reported a preliminary market value of the subject was supported in the range of \$6.75/SF to \$7.00/SF; or in the range of \$937,956 to \$972,695. After all considerations a rounded preliminary value opinion of \$950,000 was opined for the subject property as zoned RMD. After consideration of fee credits and reported demolition costs, my final opinion of value of the subject site was reported to be \$850,000.

The RHD zoning of the subject property does not materially change its development utility and competitive rank and appeal within its competitive market area; and in my opinion does not materially change the market value of the property.

Therefore, it is my opinion that on the December 16, 2020 date of value the market value of the property as zoned RHD is consistent with my market value opinion of the property as zoned RMD. After all considerations, in my opinion as zoned RHD the subject property has a market value of \$850,000.

MARKET VALUE OPINION
3.19 AC. SUBJECT PROPERTY

=
\$850,000



Steven M. Salmon, MAI
CA #AG044622

10-16-2021
Date

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Almond Gardens DDA

Almond Gardens Disposition and Development
Agreement (DDA)



Background

336

- The property has been developed, owned and operated by the Suisun City Housing Authority as the Almond Gardens; a 51-unit multi-family apartment community developed in 1962.
- 707-815 Almond Street, City of Suisun City, a 3.19-acre site consisting of Assessor's Parcel Numbers 0032-101-420 and 0032-102-160 ("Site").
- The Site currently is improved with fourteen (14) apartment buildings which are only partially occupied ("**Existing Facilities**").



SUBJECT PROPERTY





Proposed Project

338

- Developer will purchase the Site pursuant to a Disposition and Development Agreement which requires Developer to demolish the Existing Facilities in phases, relocate the 38 existing tenants in phases as may be needed, and prepare the Site to elevate it above the flood plain appropriately to permit construction of the new buildings. As part of the project, Developer will relocate the existing tenants in phases until the new facilities have been constructed after which the relocated existing tenants may have the right to be relocated to the new facilities.
- The project will have 7 new buildings consisting of (i) 6 apartment buildings each containing 16 apartment units, and (ii) 1 building which will contain the management office and an apartment unit for the manager. The project will contain 98 residential apartment units, as well as parking, common areas and landscaping.



Major Deal Points

339

- Purchase price: \$850,000, per appraisal; escrow deposit of \$25,000.
- Escrow.
- Low and Moderate Income Housing Asset Fund (LMIHAF) Contribution: H&S 34176.1, 34176.
- Relocation Costs: Gov't Code § 7264; H&S Code 33415:
 - For up to 42 months; or 48 months under certain conditions, per Gov't Code § 7260(i)(3).
 - The maximum payment required by Gov't Code § 7264(b) is \$5,250 per person, to enable the person to lease or rent a comparable replacement dwelling for a period not to exceed 42/48 months. "Tenants in common [are] collectively entitled, as a "family" to only one payment of relocation benefits." *Albright v. State* (1979) 101 Cal.App.3d 14.
- Affordability Restriction.
- Prevailing Wages.
- Surplus Land Act.
- CEQA.



Major Deal Points - Continued

340



DDA Requirements:

- Developer will indemnify HA and City.
- Developer is solely responsible for all costs related to demolition, raising site above flood plain level and construction of the improvements.
- Developer is subject to development time requirements with an outside date to complete all improvements not later than 2 years from the close of Escrow.
- If Developer violates the DDA construction requirements, HA has a right of reverter with respect to the Site which can be exercised after default but prior to issuance of the Release of Construction Covenants.



It is recommended that the Housing Authority Board adopt:

1. A Resolution of the Housing Authority of the City of Suisun City for Approval of a Disposition and Development Agreement with Harbor Park LLC for Sale and Development of APN 0032-101-420 and 0032-102-160, in the City of Suisun City.

Recommendation

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AGENDA TRANSMITTAL

MEETING DATE: November 02, 2021

CITY AGENDA ITEM: Discussion and Direction Regarding pursuing the Clean California Program Grant to beautify State Route 12 and committing local funds to design the beautification project.

FISCAL IMPACT: Dependent on approved concept

STRATEGIC PLAN IMPACT: provide Good Governance, Enhance Environment

BACKGROUND: In 2019, the San Francisco Water Resources Board issued a cease-and-desist order to Caltrans District 4. This order meant that Caltrans could not obtain any further Water Board permits, until it provided a plan on how to mitigate trash flowing into waterways from Caltrans right of way. Caltrans has subsequently put forth a plan that coordinates efforts to: capture trash at inflow points, reassess maintenance agreements with local jurisdictions, revamp homeless encampment trash receptacles, and increase trash pick-up overall.

With the issue of waste along highways being prevalent, and a substantial surplus in this year's state budget, the Clean California Initiative was created. This program aims to clean up and beautify state highways and local roads. This new initiative is well funded with two main pots of funds: a Caltrans portion and a competitive local portion. Solano Transportation Authority (STA) staff has been coordinating with Caltrans to facilitate improvements in Solano County.

STAFF REPORT: The Clean California Program is a new, two-year statewide program administered by the California Department of Transportation (Caltrans), with the goal of beautifying state right of way. A total of \$204 million is available for projects, with projects within a Disadvantaged Community being prioritized. Caltrans has expressed interest in improving State Route 12 (SR12) from I-80 in Fairfield through Suisun City. With limited staffing available to deliver projects, Caltrans has requested partnerships with potential awardees. This partnership would require the jurisdictions, where improvements are being made, to design and deliver the proposed projects by June 30, 2023.

Project types for this grant could include beautification and placemaking of existing public spaces, such as enhanced paving, shade trees, art installations, and bike and ped facilities, or educational campaigns or community events about litter abatement and proper waste disposal.

In coordination with STA staff and Caltrans, a dollar amount of up to \$2.2M in improvements within Suisun City limits have been identified. STA has agreed to hire and manage the design of the project with the City agreeing to bid and manage the construction of the project. The overall cost to design a project is generally 10% of the construction cost. This would mean that the City is required to commit up to approximately \$200,000 in funds for the design of the improvements along SR12. STA has indicated that they would loan the City of Suisun City the funds necessary to complete design, with payback expected in FY 2022/23.

PREPARED BY:

Nouae Vue, Public Works Director/City Engineer

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

This opportunity also requires a maintenance plan to be developed, a description of the anticipated lifespan of the proposed project, and a commitment to maintain the improvement of that life.

Staff would like for Council to discuss if there is interest in pursuing this grant opportunity and commit up to approximately \$200,000 in funds for the design of the improvement.

RECOMMENDATION: It is recommended that the City Council direct staff as to how to proceed with this grant opportunity.

ATTACHMENTS:

1. PowerPoint Presentation



1

Clean California Program

- + Program is created and funded by Caltrans
- + Two-year statewide program with the goal of beautifying state highways and local roads
- + Total of \$204 M available for projects (beautification and placemaking of existing public spaces)
- + Program is divided into two pots of funds, a Caltrans portion & a competitive local portion

2

Clean California Program-Caltrans Portion

- + Caltrans requested for partnerships with local agencies to deliver projects in Caltrans right-of-way
- + Partnership would require local agencies to design and deliver proposed projects by June 30, 2023
- + Caltrans expressed interest in improving SR12 in Fairfield and Suisun City

3

SR12 Beautification Project

- + In coordination with STA and Caltrans, \$2.2M in improvements within the City limits has been identified
 - + Main Street to Walters Road
 - + Fencing
 - + Landscaping

4

SR12 Beautification Project

- +STA has agreed to submit application to Caltrans
- +STA has agreed to hire and manage the design of the project
- +City would have to commit to pay for the design cost (~\$200K)
- +City would bid and manage the construction of the project
- +STA indicated that they would loan the City the funds for design, with a payback expected in FY2022/23

5

Discussion & Direction

- +Interest in pursuing this grant opportunity
- +Direct staff as how to proceed with this grant opportunity

6

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AGENDA TRANSMITTAL

MEETING DATE: November 2, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Authorizing the City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority and approving the Recommended One-way Fare Structure.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Transit programs are funded with Transportation Development Act (TDA) funding.

STRATEGIC PLAN: Ensure Public Safety

BACKGROUND: The City has participated in the Fairfield and Suisun Transit (FAST) fixed route bus system for many years. FAST Routes 5 and 6 bus service will end on December 31, 2021 and Suisun City will be transitioning to Micro Transit to service the public transportation needs within the city.

STAFF REPORT: Until Micro Transit can be implemented in Suisun City, Solano Transportation Authority has suggested modifying our existing Lyft First and Last Mile program. If Council agrees, the modifications would be as follows:

- Starting November 8, Suisun City city limits will be geofenced to also include Sutter Health, NorthBay Hospital, Kaiser Clinic in Fairfield, and Ole Health Clinic.
- Lyft would offer subsidized fares for any passenger to go from one point within the geofencing to another point within the geofencing.

The current fare along Routes 5 and 6 is \$1.75. The recommended one-way fare structure for the modified Lyft program would be as follows:

- | | |
|------------------------------------------|-----------------|
| • Within Suisun City | \$2.00 per ride |
| • Within Suisun City (low income) | \$1.50 per ride |
| • Suisun City to/from 4 hospital/clinics | \$3.00 per ride |

The modified Lyft program will service all destinations currently served by Routes 5 and 6, such as Kaiser, North Bay Hospital, Suisun Elementary, Dan O. Root Elementary, Suisun City Senior Center, Suisun City Library, Kroc Center, Fairfield Transportation Center, Crystal Middle School, Suisun City Amtrak, Suisun City Hall, and Joseph Nelson Community Center.

The Lyft program will also provide more accessible, convenient travel options within Suisun City and will provide an option for intercity travel to selected areas located in Fairfield, such as Ole Health and Sutter Health.

In addition, STA is developing several service options to replace Routes 5 and 6. SolTrans has

PREPARED/APPROVED BY:

Greg Folsom, City Manager

offered to transfer three cutaway vehicles to STA, which could be used in Suisun City for deploying interim general public transportation service. Partnering with the Rio Vista Delta and STA can offer an interim solution. Service options will be brought back in December.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2021-_: Authorizing the City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority and approving the Recommended One-way Fare Structure.

ATTACHMENTS:

1. Resolution No. 2021-_: Authorizing the City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority and approving the Recommended One-way Fare Structure.
2. Lyft flyer
3. Powerpoint – Lyft First/Last Mile Program modifications
4. Powerpoint – Transitioning from Fixed Route to Micro Transit

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR
A MODIFIED FIRST/LAST MILE LYFT PROGRAM FOR SUISUN CITY
ADMINISTERED BY THE SOLANO TRANSPORTATION AUTHORITY AND
APPROVING THE RECOMMENDED ONE-WAY FARE STRUCTURE**

WHEREAS, the City of Suisun City is moving toward Micro Transit for the provision of public transportation; and

WHEREAS, the Fairfield and Suisun Transit (FAST) will no longer be providing Route 5 and 6 fixed route bus service as of January 1, 2022; and

WHEREAS, the City of Suisun City wants to provide a modified Lyft First/Last Mile program; and

WHEREAS, the modified Lyft First/Last Mile program will be geofenced to include the city limits, as well as Sutter Health, North Bay Hospital, Kaiser Clinic in Fairfield, and Ole Health Clinic; and

WHEREAS, the recommended one-way fee structure would be \$2.00 per ride within Suisun City and \$1.50 if low income, and \$3.00 per ride to/from the four hospital/clinics aforementioned.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority and approving the Recommended One-way Fare Structure.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of November 2021, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 2nd day of November 2021.

Anita Skinner
City Clerk

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First / Last Mile Commuter Program



Take a Lyft in Suisun City... Sign-Up Today!



For \$2.00, ride within Suisun City and \$1.50 for residents who are low-income.

For \$3.00, ride from Suisun City to the following 4 locations:

- **Kaiser Permanente Clinic:** 1550 Gateway Blvd, Fairfield, CA 94533
- **Northbay Medical Center:** 1200 B Gale Wilson Blvd, Fairfield, CA 94533
- **Sutter Health:** 2702 Low Ct, Fairfield, CA 94534
- **Ole Health:** 470 Chadbourne Rd A, Fairfield, CA 94534

**To Sign-Up, Call Solano Mobility
800-535-6883**

Or Visit

www.solanomobility.org/program/lyft-pilot/



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First/Last Mile Program Modifications for Suisun City



Lloyd Nadal
Program Services Division Manager



November 2, 2021



1

Lyft First and Last Mile Program



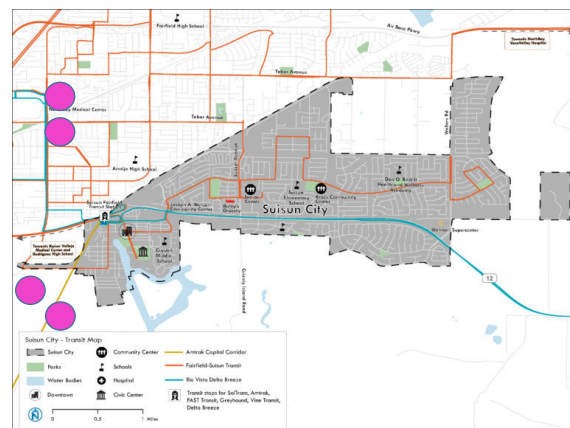
Transitional FMLM Lyft Program – Starting November 8, 2021

- Geofence Suisun City boundaries along with 4 surrounding hospitals & clinics
 - Sutter Health
 - NorthBay Hospital
 - Kaiser Clinic in Fairfield
 - Ole Health Clinic



RECOMMENDED FARE STRUCTURE

1-Way Ride	Cost	Route 5 & 6
Within Suisun City	\$2.00/per ride	\$1.75
Within Suisun City (verified low-income)	\$1.50/per ride	
Suisun City to/from 4 hospital/clinics	\$3.00/per ride	



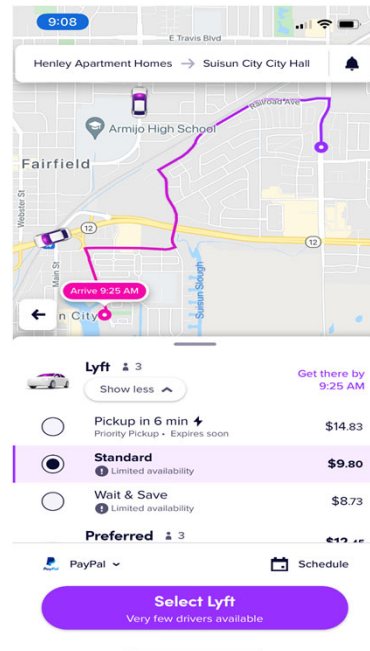
2

Example of Lyft Ride

One-Way Ride from Henley Apts to
Suisun City Hall

Estimated cost \$9.80
Subsidized cost: \$7.80

Customer pays: \$2.00
(one-way ride)



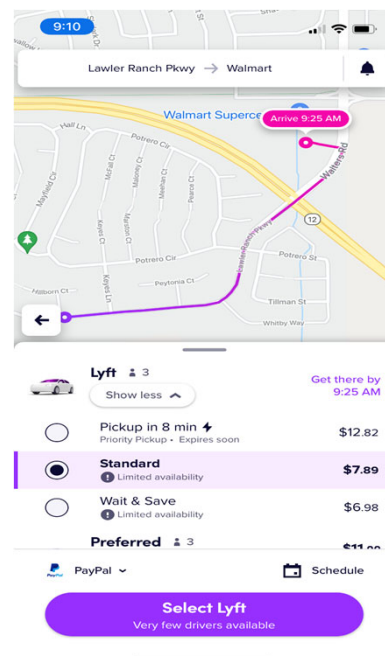
3

Example of Lyft Ride 2

One-Way Ride from Lawler Ranch to
Walmart (Walters Rd)

Estimated cost \$7.89
Subsidized cost: \$5.89

Customer pays: \$2.00
(one-way ride)



4

Example of Lyft Ride 3

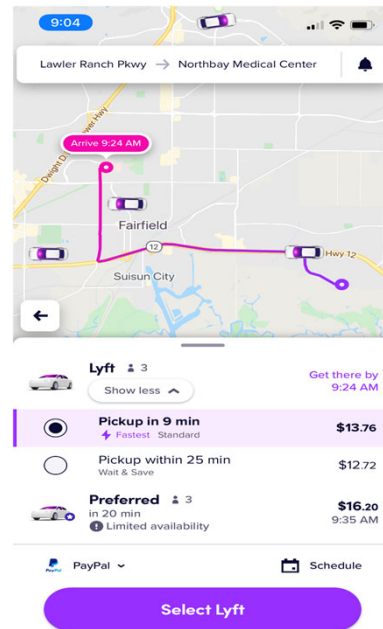
(trip to 1 of 4 hospital/clinic locations)

One-Way Ride from Lawler Ranch to
NorthBay Hospital

Estimated cost \$13.76

Subsidized cost: \$10.76

Customer pays: \$3.00
(one-way ride)



5

Next Steps

HOW TO SIGN-UP

- [Solanomobility.org/program/lyft-pilot](https://solanomobility.org/program/lyft-pilot)
- 1-800-535-6883 - Monday-Friday 8-5pm

- Available on the Lyft App on **Monday, November 8th**!
- Information Flyer/FAQ and Social Media posts to be shared w/ Suisun City community
- Outreach and Marketing will continue through the Suisun City CBTP

6

First / Last Mile
Commuter Program

 Solano
Mobility



**Take a Lyft in Suisun City...
Sign-Up Today!**



For \$2.00, ride within Suisun City and \$1.50 for residents who are low-income.

For \$3.00, ride from Suisun City to the following 4 locations:

- **Kaiser Permanente Clinic:** 1550 Gateway Blvd, Fairfield, CA 94533
- **Northbay Medical Center:** 1200 B Gale Wilson Blvd, Fairfield, CA 94533
- **Sutter Health:** 2702 Low Ct, Fairfield, CA 94534
- **Ole Health:** 470 Chadbourne Rd A, Fairfield, CA 94534

**To Sign-Up, Call Solano Mobility
800-535-6883**

Or Visit
www.solanomobility.org/program/lyft-pilot/





7

Recommendation

Approve the following:

- Authorize City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority
- Recommended Fare Structure for 1-Way Lyft Ride
 - Within Suisun City \$2.00/per ride
 - Within Suisun City (low-income) \$1.50/per ride
 - Suisun City to/from 4 hospital/clinics \$3.00/per ride



8

Lloyd Nadal
Program Services Division Manager
lnadal@sta.ca.gov


Solano Transportation Authority


(800) 535-6883
www.solanomobility.org

 **@SolanoMobility**

 **@Solano_Mobility**

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Suisun City Council Transitioning from Fixed Route to Micro Transit

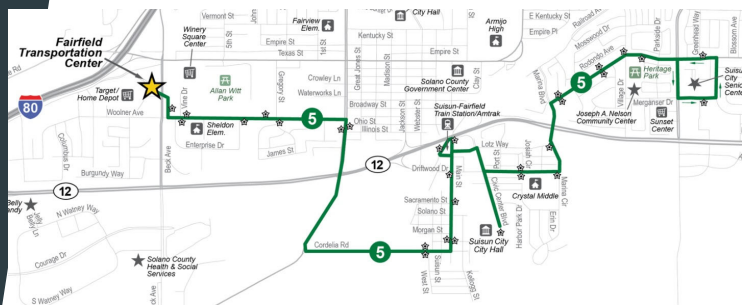
Tuesday November 2, 2021



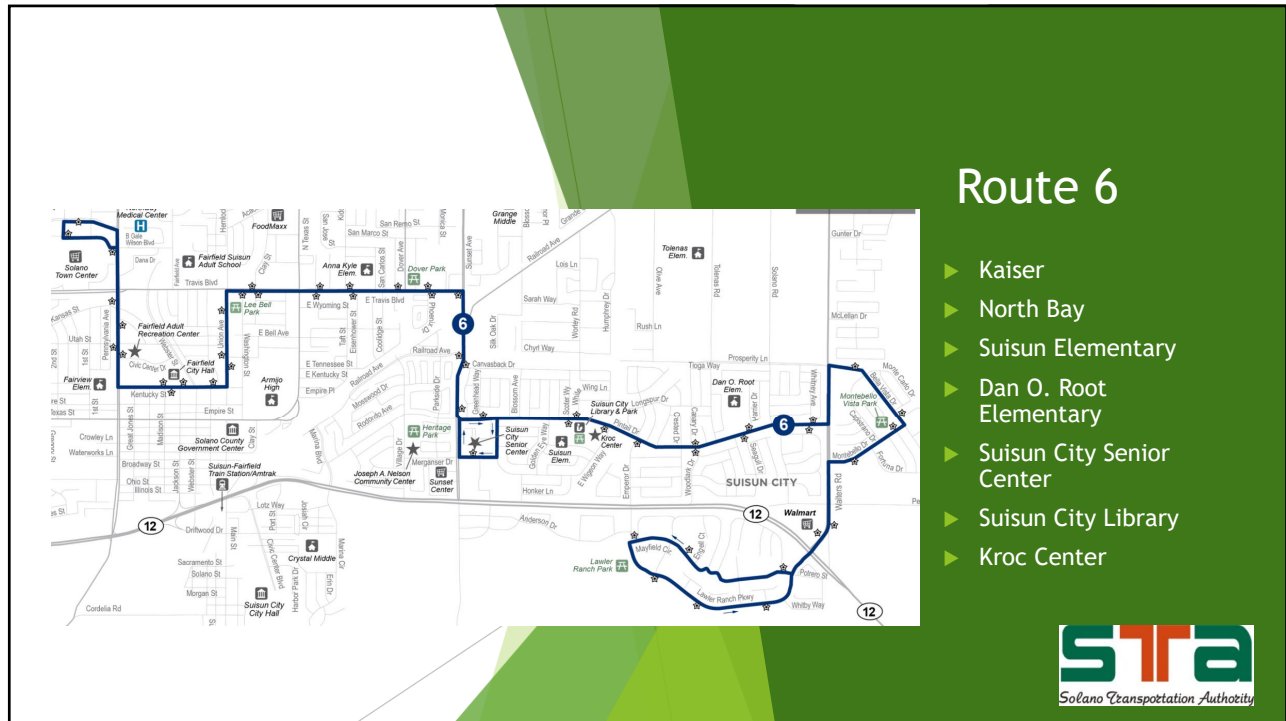
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Route 5

- ▶ Fairfield Transportation Center
- ▶ Crystal Middle School
- ▶ Suisun City Amtrak
- ▶ Suisun City Hall
- ▶ Joseph Nelson Community Center
- ▶ Suisun City Senior Center



2



3

New Service Plan

The Lyft program will service all destinations currently served by Routes 5 and 6, such as:

1. Kaiser
2. North Bay
3. Suisun Elementary
4. Dan O. Root Elementary
5. Suisun City Senior Center
6. Suisun City Library
7. Kroc Center
8. Fairfield Transportation Center
9. Crystal Middle School
10. Suisun City Amtrak
11. Suisun City Hall
12. Joseph Nelson Community Center
13. Suisun City Senior Center

In addition to replacing Routes 5 and 6, the Lyft program will provide more accessible, convenient travel options within Suisun City and will provide an option for intercity travel to selected areas located in Fairfield, such as:

1. Ole Health
2. Sutter Health

STRA
Solano Transportation Authority

4

Interim General Public Transportation Options January 2022- December 2022



Solano Transportation Authority (STA) is developing several service options to replace Routes 5 and 6.



SolTrans has offered to transfer three cutaway vehicles to STA, which could be used in Suisun city for deploying interim general public transportation service.



Partnering with the Rio Vista Delta and the STA for interim solution



Service options will be brought back in December to Suisun City Council for your review, selection, and approval.



5

Questions?

Brandon Thomson

707-399-3234

Transit Mobility Coordinator



6