

CITY COUNCIL
Lori Wilson, Mayor
Michael A. Segala, Mayor Pro-Tem
Anthony Adams
Jane Day
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

HOUSING AUTHORITY

TUESDAY, OCTOBER 22, 2019

5:30 P.M.

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

NOTICE

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

ROLL CALL

Council/Board Members

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.)

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.)

CLOSED SESSION

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

Housing Authority

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0173-390-160 and 0173-390-180, North Side of Highway 12, East of Sunset.

Negotiating Party: City Manager

Subject: Price and Terms of Payment

Parties Negotiating With: Hilbers, Inc.

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

City Council

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Discussion of potential exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – (1 potential case).

CONVENE OPEN SESSION

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

ADJOURNMENT

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

PLEASE NOTE:

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

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of October 22, 2019 was posted and available for review, in compliance with the Brown Act.

CITY COUNCIL
Lori Wilson, Mayor
Michael A. Segala, Mayor Pro-Tem
Anthony Adams
Jane Day
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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 22, 2019

6:30 P.M.

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

NOTICE

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Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

(Next Ord. No. – 765)

(Next City Council Res. No. 2019 – 103)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 06)

(Next Housing Authority Res. No. HA2019 – 06)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

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.)

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.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

1. Committee Appointments - (Wilson / lwilson@suisun.com).
 - a. Lighting and Landscaping District Citizen Advisory Committee. – (Wilson: lwilson@suisun.com.)
 - b. Public Safety and Emergency Management Advisory Committee. – (Wilson/Adams: lwilson@suisun.com / aadams@suisun.com).
2. Proclamation: Not Presented
 - a. Presentation of Proclamation Proclaiming October 22-28, 2019 as “Free Speech Week.”
3. Presentation of Mayoral Recognition to Medic Ambulance – (Vincent: jvincent@suisun.com).
4. Presentation to Retiring Suisun City Fire Department Volunteer Fire Fighter Matthew Knopp, in recognition of 10 Years of Service with Suisun City – (Vincent: jvincent@suisun.com).
5. Presentation to Retiring Suisun City Fire Department Volunteer Captain Jose Colin, in recognition of 20 Years of Service with Suisun City – (Vincent: jvincent@suisun.com).

CONSENT CALENDAR

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

City Council

6. Council Adoption of Resolution No. 2019-___: Authorizing the Application and Receipt of Funds for the Senate Bill (SB) 2, the Building Jobs and Homes Act, Planning Grants Program from the State of California Housing and Community Development Department to Amend the Waterfront District Specific Plan and Suisun City Zoning Ordinance – (Folsom: gfolson@suisun.com / Kearns: jkearns@suisun.com).
7. Council Adoption of Resolution No. 2019-___: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the Rectangular Rapid Flashing Beacons Project, Federal Project Number HSIPL-5032(033) – (Medill: mmedill@suisun.com).
8. Receive and File Report and Tentative Timeline for Adoption of Resolution Approving Purchase and Sale Agreement for two Parcels Owned by the City (APNs 0173-010-210 and 0173-010-220) for \$550,000 and Take Any and All Other Actions Necessary for the Completion of this Agreement – (Folsom: gfolson@suisun.com).
9. Council Adoption of Resolution No. 2019-___: Accepting Fire Alarm Panel Replacement at Suisun City Hall and Police Department and Authorizing the City Manager to Record the Notice of Completion for the Project- (Medill: mmedill@suisun.com).
10. Council Adoption of Resolution No. 2019-___: Amending the Salary Schedule Adopted by Resolution No. 2019-93 to Update Salary Ranges for Non-Exempt Fire Department Classifications – (Dingman: jdingman@suisun.com).

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

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 October 1, 2019 and October 3, 2019 – (Hobson: Clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

12. Council/Agency Approval of the September 2019 Payroll Warrants in the Amount of \$448,541.71. Council/Agency Approval of the September 2019 Accounts Payable Warrants in the Amount of \$1,712,631.95 – (Finance).

PUBLIC HEARINGS**GENERAL BUSINESS**City Council

13. Hearing - (Continued from October 15, 2019)
Council Adoption of Resolution No. 2019-___: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Dingman: jdingman@suisun.com).
14. Council Adoption of Resolution No. 2019-___: Adopting the Suisun City Strategic Plan – (Folsom: gfolson@suisun.com).

REPORTS: (Informational items only.)

15. a. Council/Boardmembers
b. Mayor/Chair
16. City Manager/Executive Director/Staff

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

ADJOURNMENT

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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 October 22, 2019 was posted and available for review, in compliance with the Brown Act.

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Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, the first ten amendments of the Constitution, were written to guarantee individual freedoms and were ratified in 1791, known as the Bill of Rights; and

WHEREAS, the First Amendment states: "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances"; and

WHEREAS, freedom of speech is a right guaranteed to all Americans; and

WHEREAS, the United Nations' 1948 Universal Declaration of Humans Rights states: "Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference, and to seek, receive, and impart information and ideas through any media regardless of frontiers"

WHEREAS, Free Speech Week, a national, annual, non-partisan event, takes place during the third week of October to raise public awareness of the importance of free speech and a free press in our democracy; and

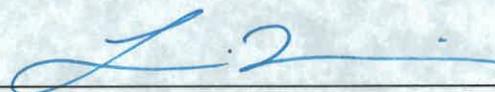
WHEREAS, Free Speech Week was created to be a inclusive celebration for all Americans among all age groups and walks of life, regardless of political beliefs and ideologies; and

NOW, THEREFORE, BE IT RESOLVED that I, Lori D. Wilson, by virtue of the authority vested in me as Mayor of the City of Suisun City, do hereby proclaim October 21 – 27, 2019 as:

“Free Speech Week”

in the City of Suisun City, and encourage all residents to participate in the celebration of this fundamental freedom.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.



Lori D. Wilson, Mayor

ATTEST: 

DATE: October 22, 2019



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AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: Council Adoption of Resolution No. 2019-___: A Resolution of the City Council of the City of Suisun City Authorizing the Application and Receipt of Funds for the Senate Bill (SB) 2, the Building Jobs and Homes Act, Planning Grants Program from the State of California Housing and Community Development Department to Amend the Waterfront District Specific Plan and Suisun City Zoning Ordinance.

FISCAL IMPACT: There is no significant fiscal impact associated with this item. Senate Bill 2 Planning Grants Program does not require a local financial commitment or “match” from local jurisdictions requesting grant funds. The funding provides the opportunity for Suisun City to address certain best practice policies related to state-mandated housing requirements in a manner that minimizes costs to the general fund and demands on staff resources. City staff time required for administering the grant applications and managing the projects funded by the grant would be absorbed as part of the staff workload and would have no additional impact on the City’s General Fund.

BACKGROUND: In 2017, Governor Brown signed Senate Bill 2 (SB 2), titled the “Building Homes and Jobs Act.” Adopted in conjunction with a swath of other housing legislation, this law specifically establishes a permanent, on-going source of funding dedicated to promoting and facilitating affordable housing development. The source of funding is secured through a fee that is imposed at the time of the recording of every real estate instrument, paper or notice for each single real estate transaction on a parcel of property (although sales of single-family homes are exempt from this fee). The fee became effective January 1, 2018 and is projected to generate \$200 million in annual revenue statewide. The Public Grants Program (PGP) is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for all income groups;
- Promote development consistent with the State Planning Priorities; and
- Ensure geographic equity in the distribution and expenditure of allocated funds

On March 28, 2019 the Department of Housing and Community Development (HCD) released the Notice of Funding Availability (NOFA) for approximately \$123 million statewide under the Senate Bill 2 (SB 2, 2017) Planning Grants Program (PGP). A Small Locality, defined as $\leq 60,000$ people, is eligible for up to \$160,000.00 in funding less an agreement to set-aside \$5,000 for a countywide program thru Solano Transportation Authority.

Staff brought forward a discussion and direction item to the September 3, 2019 City Council meeting with two options of how the funds could be used (1) Hire a planning consultant to look at potential amendments in the City planning documents such as the Waterfront District Specific Plan; or (2)

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

Purchase new software that would allow for more expeditious permitting capability. City Council reached consensus by choosing Option 1: to pursue hiring a planning consultant to complete such work.

STAFF REPORT: Per the California Department of Housing and Community Development (HCD) website, “The program will provide grants through a noncompetitive, over-the-counter process to eligible local governments (cities and counties) who meet the following requirements:

Eligible applicants must:

1. Have an HCD-compliant housing element,
2. Have submitted a recent Annual Progress report,
3. *Demonstrate a nexus to accelerating housing production, and
4. Demonstrate that the applicant is consistent with State Planning Priorities (Government Code Section 65041.1) or other planning priorities.

*Applicants proposing activities in at least one of the Priority Policy Areas below are automatically deemed to demonstrate a nexus to accelerating housing production without any further demonstration:

- **Rezone to Permit By-right:** Rezoning for significant additional housing capacity without or lesser discretionary review or establishing zoning to permit residential development by-right, particularly multifamily, without discretionary action pursuant to Government Code Section 65583.2(h) and (i).
- **Objective Design and Development Standards:** Developing objective design standards or pre-approved site and architectural plans that facilitate non-discretionary permitting.
- **Specific Plans or Form based Codes Coupled with CEQA Streamlining:** Designating and rezoning for additional housing capacity or preparing specific plans or form codes that include zoning and development standards and plan-level environmental analysis that can be used to streamline future housing projects and facilitate affordability.
- **Accessory Dwelling Units or Other Innovative Building Strategies:** Encouraging ADUs and other innovative building types through actions above state law such as, outreach, fee waivers, pre-approved plans, website zoning clearance assistance, and other homeowner tools or finance tools. Also, establishing other approaches to intensify existing lower density residential areas and “missing model” typologies to encourage significantly more residential development (e.g., duplexes, triplexes) in lower density residential areas.
- **Expedited Processing:** Speeding up approvals and permit processing, including instituting programs that streamline or consolidate the review process or create a separate process for expedited review of housing projects.
- **Housing Related Infrastructure Financing and Fee Reduction Strategies:** Develop and implement approaches to local, regional or sub-regional housing related infrastructure financing. Create plans and programs to finance and increase infrastructure with accompanying enhanced housing capacity, such as enhanced infrastructure financing districts. Fee reduction and rationalization approaches, such as reassessing fees to adhere to best practices in reducing costs, deferrals, sliding scales or proportionate impacts fees (e.g., ADUs, transit oriented, and infill development, special needs housing), or fee transparency measures including publicly available fee calculators.”

The call for applications for grant funding is open for eight months, through November 30, 2019. Since the funding became available, staff has been communicating with HCD's technical assistance team to assure the City submits a complete application once that time comes as the funding is not competitive, but there is an expectation that many communities will submit closer to the deadline. HCD anticipates that the time frame for awarding the grant is approximately two to three months from the date of application filing.

As shared with the City Council at the September 3 City Council meeting, staff informally solicited some responses from Planning firms to get a better understanding what could be done with the funds and what they thought were the best use of the available funds. As a result of the informal outreach, below is a summary of what the scope of work could look like:

- Analyze the buildout capacity of the Specific Plan districts (potential program by subarea, vacant/opportunity sites, infill building prototypes, public investment projects).
- Identify short-term infill project opportunity sites, analyze feasibility gaps, and identify public investment strategies.
- Assist with roll-out/definition of marketing packages/development RFP's, project applications.
- Conduct a housing yield and feasibility study.
- Develop conceptual site plans that show viable projects that would promote the City's goals and objectives for design and community character.
- Assist the City with a focused Specific Plan amendment to further increase allowable density in the area around the depot and to increase the capacity for housing.
- Update the Specific Plan CEQA analysis to ensure environmental coverage for compact housing development in the target area.
- Develop up to three prototypes for projects that could be built on identified opportunity sites.

If the City Council authorizes the submission of the application and assuming the application is complete, staff will follow proper procurement protocols and issue a Request for Qualifications (RFQ). Following that staff will bring forward an item for the City Council to authorize the City Manager to execute a professional services contract with the selected firm. That will then allow for the project to be kicked off and public outreach to begin.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2019-___: A Resolution of the City Council of the City of Suisun City Authorizing the Application and Receipt of Funds for the Senate Bill (SB) 2, the Building Jobs and Homes Act, Planning Grants Program from the State of California Housing and Community Development Department to Amend the Waterfront District Specific Plan and Suisun City Zoning Ordinance.

ATTACHMENTS:

1. Council Resolution No. 2019-___: A Resolution of the City Council of the City of Suisun City Authorizing the Application and Receipt of Funds for the Senate Bill (SB) 2, the Building Jobs and Homes Act, Planning Grants Program from the State of California Housing and Community Development Department to Amend the Waterfront District Specific Plan and Suisun City Zoning Ordinance.

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RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE APPLICATION AND RECEIPT OF FUNDS FOR THE
SENATE BILL (SB) 2, THE BUILDING JOBS AND HOMES ACT, PLANNING
GRANTS PROGRAM FROM THE STATE OF CALIFORNIA HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT TO AMEND THE WATERFRONT
DISTRICT SPECIFIC PLAN AND ZONING ORDINANCE**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Suisun City desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, this project is also intended to help fulfill the objectives of the Solano Housing Investment Partnership among the Solano Transportation Authority, Solano County, and the incorporated cities within Solano County, including by supporting the production of housing, including affordable housing, and by strengthening connections between housing, transit, and employment centers; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY RESOLVES AS FOLLOWS:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and

1 timelines represented in the application will be enforceable through the executed Standard
2 Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner
3 presented in the application as approved by the Department and in accordance with the
4 Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants
5 Program Application.

6 SECTION 4. The City Manager is authorized to execute the City of Suisun City Planning
7 Grants Program application, the PGP Grant Documents, and any amendments thereto, on
8 behalf of the City as required by the Department for receipt of the PGP Grant.

9 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of
10 Suisun City duly held on Tuesday, the 22nd day of October 2019, by the following vote:

11	AYES:	Council Members:	_____
12	NOES:	Council Members:	_____
13	ABSENT:	Council Members:	_____
14	ABSTAIN:	Council Members:	_____

15 **WITNESS** my hand and the seal of said City this 22nd day of October 2019.

16 _____
17 Donna Pock, CMC
18 Deputy City Clerk
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AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: Adoption of Council Resolution No. 2019-__: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the Rectangular Rapid Flashing Beacons Project, Federal Project Number HSIPL-5032(033).

FISCAL IMPACT: There would be no fiscal impact on the General Fund associated with the Rectangular Rapid Flashing Beacons Project (Project). On behalf of the City, the Solano Transportation Authority (STA) and the City has applied for and the City has been awarded Highway Safety Improvement Program (HSIP) funding in the amount of \$248,100 to cover design and construction costs, including City staff time. No local match is necessary for the HSIP grant funds for this Project.

BACKGROUND: The project goal is to enhance pedestrian crossings at the following locations:

- 1) Existing mid-block crossing on Merganser Drive, which fronts the Senior Center, Casa de Suisun Senior Apartments, U.S. Post Office and the Sunset Shopping Center.
- 2) Pintail Drive at Scoter Way, which fronts the Suisun City library, Suisun Elementary School, Hall Park and the Kroc Center.
- 3) Lawler Ranch Parkway between Fennie Way and Hillborn Way.

The project scope includes, but is not limited to the following:

- Locations #1 and #2 - Replace the existing in-roadway lighted crosswalk systems with rectangular rapid flashing beacon (RRFB) system, replace the crosswalks with high visibility crosswalks, and install yield lines, pavement markings and roadway signs. The existing in-roadway lighted crosswalk system continues to experience electrical problems and pavement settlement that result in site conditions in which in-ground lights are obscured.
- Location #3 – Install a high visibility crosswalk that will connect the Lawler Falls park and the linear park that runs along the south side of Lawler Ranch Parkway, as well as install RRFB system, ADA curb ramps, yield lines, pavement markings and roadway signs.

The main goal of the Project is to enhance pedestrian crossing safety by drawing motorists' attention to pedestrians crossing at the project crosswalks. The California Manual on Uniform Traffic Control Devices (MUTCD) recommends this specific system for this application.

STAFF REPORT: Caltrans recently sent the City the “Program Supplement Agreement No. F023 to Administering Agency-State Agreement for State Funded Projects No. 04-5032F15” as part of the authorization process to begin the preliminary engineering (design) phase of the

PREPARED BY:	Nick Lozano, Associate Engineer
REVIEWED BY:	Matthew Medill, Public Works Director/City Engineer
APPROVED BY:	Greg Folsom, City Manager

Project for which \$62,000 Active Transportation Program (ATP) grant funds have been allocated. There is no local match required for this allocation.

The Supplement Agreement defines the funding commitments, special covenants and other responsibilities the City must satisfy in order to seek and obtain reimbursement under the grant. The Supplement Agreement is attached (Attachment No. 3) for reference. Before Caltrans can issue the authorization to proceed with the design phase of the Project, the Supplement Agreement will need to be signed by the City. The signed Agreement will need to be submitted to Caltrans with a certified Resolution that clearly defines the City representative(s) who is/are authorized to sign on the City's behalf. This Resolution authorizing the City Manager to execute the Supplement Agreement is attached (Attachment No.1).

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019-___: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the Rectangular Rapid Flashing Beacons Project, Federal Project Number HSIPL-5032(033).

ATTACHMENTS:

1. Resolution No. 2019-___: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the Rectangular Rapid Flashing Beacons Project, Federal Project Number HSIPL-5032(033).
2. Project Location Map.
3. Program Supplement Agreement F023 to Administering Agency-State Agreement for State Funded Projects No. 04-5032F15.

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RESOLUTION NO. 2019-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR THE RECTANGULAR RAPID FLASHING BEACONS PROJECT, FEDERAL
PROJECT NUMBER HSIPL-5032(033)**

WHEREAS, the City has received Highway Safety Improvement Program grant funding for the design and construction of the Rectangular Rapid Flashing Beacons Project (Project) in the amount of \$248,100 for design and construction; and

WHEREAS, the Project will enhance pedestrian crossings at three locations by alerting motorists to the pedestrians crossing at the project crosswalks; and

WHEREAS, the Project locations include the mid-block crossing on Merganser Drive fronting the Senior Center, Pintail Drive at Scoter Way, and Lawler Ranch Parkway between Fennie Way and Hillborn Way; and

WHEREAS, of the \$248,100 million dollars in HSIP grant funding awarded to the City for the Project, \$62,000 is allocated for the design phase; and

WHEREAS, prior to the California Department of Transportation (Caltrans) authorizing the City to proceed with the design phase of the Project, the City must execute a project-specific Program Supplement Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute the “Program Supplement Agreement F023 to Administering Agency-State Agreement for State Funded Projects No. 04-5032F15” for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033), with the California Department of Transportation.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 22nd day of October 2019, by the following vote:

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

WITNESS my hand and the seal of said City this 22nd day of October 2019.

Donna Pock, CMC
Deputy City Clerk

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LOCATION MAP
Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033)



Location #1: Merganser Drive
between Sunset Avenue and Wigeon Way

Location #2: Pintail Drive at Scoter Way

Location #3: Lawler Ranch Parkway
between Fennie Way and Hillborn Way

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PROGRAM SUPPLEMENT NO. F023
to
**ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 04-5032F15**

Adv Project ID 0420000010 **Date:** September 11, 2019
Location: 04-SOL-0-SUIS
Project Number: HSIPL-5032(033)
E.A. Number:
Locode: 5032

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 10/31/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Three Locations: 1) Merganser Drive between Sunset Avenue and Wigeon Way; 2) Pintail Drive at Scoter Way; and 3) Lawler Ranch Parkway between Fennie Way and Hillborn Way.

TYPE OF WORK: Enhanced Ped. Crossings by the Addition of ADA Curb Ramps, RRFB System, Yield Lines and Signs, etc. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z240		LOCAL	OTHER
\$62,000.00	\$62,000.00		\$0.00	\$0.00

CITY OF SUISUN CITY

**STATE OF CALIFORNIA
Department of Transportation**

By _____

By _____

Title _____

**Chief, Office of Project Implementation
Division of Local Assistance**

Date _____

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Risa Done

Date 9/16/19 \$62,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: Receive and File report and tentative timeline for adoption of Resolution approving Purchase and Sale Agreement for two parcels owned by the City (APNs 0173-010-210 and 0173-010-220) for \$550,000 and take any and all other actions necessary for the completion of this agreement.

FISCAL IMPACT: None at this time, however, if there Council ultimately proceeds with the sale of the property, there would be a positive one-time impact to the General Fund of \$550,000.

BACKGROUND: At one time the City wanted to develop senior housing within Suisun City and was able to work out a deal with D&M Development to lease City-owned property at 320 – 322 Merganser Dr. to D&M to build senior housing. A ground lease was completed in 1985 and the project went forward. The ground lease rate was set at \$1 per year for a period of fifty-five years, terminating on December 31, 2041. The rent was paid in full in advance.

STAFF REPORT: The current lessee/buyer had expressed an interest in 2017 in purchasing the leased property, but an agreement on price and terms was not reached. The current lessee/buyer has once again expressed an interest in purchasing the properties for the amount of \$550,000 which is the appraised value based on an appraisal dated September 19, 2019. Garland & Associates prepared the appraisal. Garland & Associates is the appraiser most often used by the City to appraise properties, and Ronald Garland is very experienced with Suisun City properties.

The City does not receive much value from the existing lease other than from maintaining the property for senior housing. The lessee/buyer has agreed to keep the property as senior housing for a term of at least 25 years and making that a condition of sale. Since the lease expires in 2041 and the new 25-year senior housing restriction will go until 2044, selling the property to the lessee/buyer with the included restriction will actually keep the property senior housing for a longer period than the lease would have and will provide some needed cash into the General Fund that can be used for other necessary city operations.

Before City property can be sold, the City must follow the procedures articulated by Section 37420 et seq. of the Government Code. The process runs as follows:

1. The City Council must adopt a resolution finding its intention to sell the property.
 - The resolution must: “(a) Fix a time for hearing protests to the sale. (b) Provide for publication of the notice of hearing. (c) Fix the time final action will be taken. (d) Contain an accurate description of the property to be sold.”

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Greg Folsom, City Manager
 Anthony Taylor, City Attorney
 Greg Folsom, City Manager

- Additionally, the “resolution shall be published at least once in a daily newspaper published and circulated in the city or, if there is none, the legislative body shall designate a newspaper published in the county. It shall also be posted for not less than ten days in at least three conspicuous places upon each parcel of real property affected.”
2. Protests may be provided to the city clerk at any time prior to final action.
 - If no protests are received, or the council overrules the protests by a 4/5 vote, the sale can proceed.
 3. Sale of the property requires a 4/5 vote of the council at a noticed public hearing. If the sale does not pass by this margin (or if the protests are not overruled by a 4/5 vote) then no further action can be taken for 6 months (unless a special election is called) on the sale of the property. Note that the vote to proceed with sale is separate from the vote needed to overrule the protests, if applicable.

Staff will return to the Council at the next regular meeting with the resolution of intent to sell City property, which will include all the statutorily required information. Once the resolution of intent to sell City property is adopted by the Council, staff will publish and post the resolution as required by law, and issue a notice of public hearing for the Council to take final action on the sale. At the hearing, the Council will be provided with all protests, if any, and will take action on the sale of the property.

RECOMMENDATION: It is recommended that the City Council receive and file this report articulating the process to Execute a Purchase and Sale Agreement for two parcels owned by the City (APNs 0173-010-210 and 0173-010-220) for \$550,000, and direct staff to return with the resolution to sell City property at the next regular meeting.

ATTACHMENTS:

1. Purchase and Sale Agreement
2. Original Ground lease
3. Ground lease 1st amendment
4. Ground lease 2nd amendment
5. Appraisal dated 6-15-17
6. Appraisal dated 9-19-19

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

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ___ day of _____, 2019 by and between SENIOR HOUSING ASSOCIATES VIII, a California limited partnership and SOLANO SENIOR HOUSING, LTD, a California limited partnership (jointly and severally "**Buyer**"), and CITY OF SUISUN CITY, a municipal corporation ("**Seller**"). PLACER TITLE COMPANY, a California corporation shall act as escrow ("**Escrow Holder**").

RECITALS:

A. Seller is the owner of that certain real property in the City of Suisun City, County of Solano, State of California (Assessor Parcel Nos. 0173-010-210 & 0173-010-220) commonly known as 320 & 322 Merganser Drive and legally described in Exhibit "A" attached hereto ("**Property**").

B. Buyer currently leases the Property pursuant to that certain Ground Lease as described on Exhibit B attached hereto ("**Lease**"). Pursuant to the terms of the Lease, Buyer has improved the Property with multiple buildings which are operated as an affordable senior housing project with the units rented to qualified persons.

C. Seller has agreed to sell the Property to Buyer pursuant to the terms of this Agreement.

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

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property in AS-IS condition, subject to the Lease and upon the other terms and conditions in this Agreement. **Seller makes no representation or warranty with respect to the Property is in compliance with documents of record as well as applicable laws including, but not limited to, the Subdivision Map Act.**

2. EFFECTIVE DATE: OPENING OF ESCROW.

2.1 Effective Date. This Agreement shall be deemed effective upon execution of the Agreement by Seller after the approval at a public meeting by the City Council of Seller as required by law ("**Effective Date**").

2.2 Opening of Escrow. Within three (3) days after the execution of this Agreement by Seller, the parties shall open an escrow with Escrow Holder by causing an executed copy of this Agreement to be deposited with Bev Bristow-Juarez, Escrow Officer (916) 666-1213 bjarez@placertitle.com at 30 West Main Street Suite A, Woodland, CA 95695 ("**Escrow**"). Escrow shall be deemed opened upon Escrow Holder's acknowledging receipt of: ("**Opening of Escrow**"): (i) an executed copy of this Agreement; and (ii) Buyer's delivery of the Deposit (defined in Section 3.2a). If Escrow is not opened (as defined above) within ten (10) days after the Effective Date, Seller shall have the right to terminate this Agreement upon written notice to Buyer and Escrow Holder prior to the actual Opening of Escrow.

3. PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Five Hundred Fifty Thousand Dollars (\$550,000) ("**Purchase Price**").

3.2 Payment of Purchase Price.

a. **Deposit.** Upon Opening of Escrow, Seller shall deliver the sum of Twenty-Five Thousand (\$25,000) Dollars to Escrow Holder ("**Deposit**").

b. **Balance of Purchase Price.** Buyer shall deposit the balance of the Purchase Price with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.

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

3.4 Additional Consideration. As additional material consideration for the sale of the Property to Buyer, Buyer agrees to accept the Property subject to the covenant in the Grand Deed (as defined below) restricting the Property for use as a senior affordable housing project for twenty-five (25) years following the recordation of the Grant Deed ("**Covenant**").

4. FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

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

- i. Executed and acknowledged grant deed in the form attached as Exhibit C ("**Grant Deed**") and such other documents as reasonably required by Title Company.
- ii. Two (2) executed and acknowledged copies of the Senior Housing Covenant Agreement in the form attached as Exhibit D ("**Covenant Agreement**").
- iii. A Non-Foreign Affidavit as required by federal law.
- iv. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

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

- i. A Preliminary Change of Ownership Statement completed in the manner required in Solano County ("**PCOR**").
- ii. Two (2) executed and acknowledged copies of the Covenant Agreement.

- iii. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

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

5.1 Closing Date. Escrow shall close within forty-five (45) days from the Opening of Escrow but not prior to adoption of the Resolution ("**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time the Grant Deed, the Lease Termination Agreement (if applicable pursuant to Section 6.3), and the Covenant Agreement are filed for recordation (in that specific order) by the Escrow Holder in the Office of the County Recorder of Solano County, California.

5.2 Possession. Upon the Close of Escrow, Buyer shall remain in possession of the Property subject to the rights of the existing occupants.

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

5.4 Authority of City Manager. The City Manager or his designee, in his sole and exclusive discretion, shall have the authority on behalf of Seller to extend any deadlines and execute all documents required to effect the transaction in this Agreement.

6. TITLE POLICY.

6.1 Approval of Title. Promptly following execution of this Agreement but, in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within ten (10) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report which it is not otherwise required to accept as specified in Section 6.2 ("**Disapproved Exceptions**").

In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of seven (7) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA owner's non-extended Policy of Title Insurance insuring title to the Property vested in Buyer with coverage in the amount of the Purchase Price, containing only the exceptions to title (i) which have been approved or waived by Buyer in accordance with Section 6.1; (ii) any deeds of trust securing loans against the leasehold interest of Buyer; (iii) the Covenant Agreement; (iv) right of possession of current tenants; (v) the Lease (if it remains in effect pursuant to Section 6.3 below); and (vi) any exceptions resulting from acts of Buyer ("**Title Policy**"). The cost of the Title Policy to Buyer shall be paid by Seller but Buyer shall be obligated pay for any endorsements or an extended coverage policy.

6.3 Lease. If Buyer's leasehold interest is encumbered by a deed of trust, the Lease cannot be terminated as set forth in Article IX of the Lease (as amended) as well as any obligations of Seller pursuant to any agreement with the lender. Buyer shall have the right to terminate the Lease with lender's consent to termination of the Lease in a form acceptable to Seller ("**Lease Termination Agreement**") OR Buyer may elect to have Seller assign Seller's interest in the Lease to Buyer and Buyer will concurrently assume same pursuant to a form acceptable to Seller. If no deed of trust exists, the parties agree that the Lease shall be deemed automatically terminated as of the Close of Escrow and, if requested by Buyer, Seller shall execute a document in a form acceptable to Seller confirming such termination. Seller reserves the right to provide written notice of this transaction to any existing lender.

7. NHD REPORT. Within three (3) days of Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazards disclosure report issued on the Property by Disclosure Source ("**NHD Report**"). The cost of the NHD Report shall be paid by Seller.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

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

- i. Title Company will issue the Title Policy as specified in Section 6.2.
- ii. Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- iii. Seller is not in default of its obligations under this Agreement.

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

- i. Buyer has delivered the balance of the Purchase Price to Escrow Holder.
- ii. Title Company will issue the Title Policy as specified in Section 6.2.
- iii. Seller shall have complied with Government Code 37420 and adopts a resolution in accordance therewith authorizing the sale ("**Resolution**").
- iv. Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

v. Buyer is not in default of its obligations under this Agreement or the Lease.

9. LIQUIDATED DAMAGES.

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

Seller's Initials

Buyer's Initials

10. CONDITION OF THE PROPERTY. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the Property's compliance with applicable laws including, but not limited to, the Subdivision Map Act and the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.

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

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

Buyer Initials _____

Seller Initials _____

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

11. ESCROW PROVISIONS.

11.1 Escrow Instructions. Sections 1 through 8, inclusive, 11, 14 and 15 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

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

11.3 No Proration of Real Property Taxes. Pursuant to the Lease, Tenant is responsible for all applicable real property taxes. Therefore, Escrow Holder is not to prorate real estate taxes as part of this transaction.

11.4 Rent Proration; Security Deposit. Escrow Holder shall not be concerned with rent proration as the annual rent under the Lease is only One Dollar (\$1). Seller does not hold a security deposit under the Lease.

11.5 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay, any documentary transfer taxes, and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer shall pay the cost of the Title Policy (non-extended ALTA owner's policy) and any additional endorsements to the Title Policy requested by Buyer (including an extended coverage ALTA owner's policy), one-half (1/2) of the escrow fees, the recording charges for the Grant Deed and any charges incurred by Buyer's acts ("**Buyer's Charges**"). No recording charges are applicable to the Covenant Agreement. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.
- b. **Closing Statement.** At least two (2) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

11.6 Termination and Cancellation of Escrow. If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return (i) the Deposit to Buyer (less any cancellation fees) unless Seller is entitled to same pursuant to Section 9, and (ii) all documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

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

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

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

12. RISK OF PHYSICAL LOSS. Prior to the Closing, risk of physical loss to the Property shall be borne pursuant to the Lease.

13. NON-COLLUSION. No official, officer, or employee of the Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interest found to be “remote” or “non-interest” pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not

paid or given, and will not pay or give, to any third party including, but not limited to, and Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Buyer's Initials: _____

14. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery which will be deemed received the following day or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

To Seller: City of Suisun City
701 E. Suisun City Street
Suisun City, CA 90745
Attention: City Manager

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

To Buyer: Senior Housing Associates VIII
Solano Senior Housing Ltd
1224 Cottonwood Street Suite 200
Woodland, CA 95695
Attn: Theodore Caldwell, General Partner

With a Copy to: Robert W. Dillon, Esq.
3939 Pozzallo Lane
Sacramento, CA 95834

To Escrow Holder: Placer Title Company
30 West Main Street Suite A
Woodland, CA 95695
Attn: Bev Bristow-Juarez, Escrow Officer

15. GENERAL PROVISIONS.

15.1 Assignment. Buyer has no right to assign this Agreement without the prior written consent of Seller in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

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

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

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

15.5 Amendments. Any amendment or modification of this Agreement must be in writing and executed by both parties.

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

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

15.8 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.

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

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

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

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

15.13 Exhibits. Exhibits A, B, C & D attached hereto and incorporated herein by reference.

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

NOTE: Each of Sections 9, 10 & 13 must also be initialed.

BUYER:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

By: _____
Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

By: _____
Theodore C. Caldwell
General Partner

SELLER:

CITY OF SUISUN CITY, a municipal
corporation

By: _____
Lori Wilson, Mayor
_____, 2019

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel "A" as shown on Parcel Map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

RESERVING THEREFROM, a Joint Access Easement "AA" in favor of Parcels "B" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "A" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence Westerly along the Southerly line of said Parcel "A", as shown on the above mentioned Parcel Map, S 86° 40' 00" W 5.02 Ft. to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line of Parcel "A", S 86° 40' 00" W 20.06 Ft.; thence leaving said Southerly line of Parcel "A", N 01° 13' 25" E 358.13 Ft.; thence N. 89° 24' 26" W. 160.10 Ft., to the common lot line of said Parcels "A" and "B"; thence Northerly along said common line of Parcels "A" and "B", N 00° 14' 23" E. 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", S 89° 24' 26" E. 180.44 Ft.; thence S 01° 13' 25" W. 376.75 Ft. to the TRUE POINT OF BEGINNING

TOGETHER WITH a Joint Access Easement "BB" In favor of Parcels "A" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "B" also shown on above mentioned Parcel Map described as follows:

All that certain Real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the above mentioned Parcel Map; thence Northerly along the common boundary of said Parcels "A" and "B" as shown on the above mentioned Parcel Map, N 00° 14' 23" E 123.24 Ft.; thence leaving said common line of Parcels "A" and "B", N 88° 16' 05" W 156.25 Ft.; thence N 00° 43' 00" W 242.38 Ft.; thence S 89° 24' 26" E 160.25 Ft., to the common boundary of Parcels "A" and "B" as shown on the above mentioned Parcel Map; thence Northerly along said common line, N 00° 14' 23" E 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", N 89° 24' 26" W, 180.59 Ft.; thence S 00° 43' 00" E 261.99 Ft.; thence N 88° 16' 05" W 5.00 Ft. to the Westerly boundary of Parcel "B" as shown on above Parcel mentioned Parcel Map; thence Southerly along said Westerly boundary of Parcel "B", S 00° 43' 00" E 25.02 Ft. to the common line of Parcels "B" and "C" of above mentioned Parcel Map; thence Easterly along common line of said Parcels "B" and "C" and the prolongation of said common line, S 88° 16' 05" E 155.85 Ft. ; Thence S 00° 14' 23" W 100.45 Ft. to the Southerly line of said Parcel "B"; thence along said Southerly line of said Parcel "B" from a tangent bearing of N 86° 45' 20" E along a curve to the left having a radius of 972.50 Ft., through a central angle of 0° 05' 26" for an arc Length of 1.54 Ft.; thence N 86° 40' 00" E 23.51 Ft. to the POINT OF BEGINNING.

ALSO TOGETHER WITH a Joint Access Easement "CC" in favor of Parcels "A" and

PARCEL ONE CONTINUED

"B" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps at page 15, Solano County Records, across Parcel "C" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C" as shown on the above mentioned Parcel Map; thence Northerly along the Westerly line of said Parcel "C", N 00° 43' 00" W 102.00 Ft. to the Northwest corner of said Parcel "C", said Northwest corner also being the Southwest corner of Parcel "B"; thence Easterly along the common line of Parcels "B" and "C", S 88° 16' 05" E 25.02 Ft.; thence leaving said common line of said Parcels "B" and "C", S 00° 43' 00" E, 103.14 Ft. to the Southerly line of said Parcel "C"; thence along said Southerly line of Parcel "C", N 85° 40' 00" W 25.10 Ft. to the POINT OF BEGINNING.

EXHIBIT "B"

SUMMARY OF LEASE DOCUMENTS

**GROUND LEASE, AMENDMENTS & ASSIGNMENTS;
REGULATORY AGREEMENTS**

GROUND LEASE, AMENDMENTS AND ASSIGNMENTS:

Ground Lease, dated December 27, 1985, by and between Lessor and D&M Development Co., a California general partnership ("**Original Ground Lessee**"), recorded in the real property records of Solano County, California ("**Official Records**"), on June 11, 1986 as Instrument No. 29345, Book 1986, Page 58743.

First Amendment to Ground Lease, dated October 27, 1986, by and between Lessor and Original Ground Lessee, recorded on November 3, 1986 in the Official Records as Instrument No. 63493, Book 1986, Page 130723.¹

Second Amendment to Ground Lease dated February 23, 1989, by and between Ground Lessor and Second Ground Lessee, recorded on March 8, 1989 in the Official Records as Instrument No. 890013646.

REGULATORY AGREEMENTS:

1. Regulatory Agreement dated December 1, 1985 by and between Original Ground Lessee and the Housing Authority of the City of Suisun City, recorded December 27, 1985 in the Official Records as Instrument No. 61807 in Book 1985 at Page 123763.
2. Regulatory Agreement dated December 1, 1985 by and among Original Ground Lessee, the Housing Authority of the City of Suisun City and Ground Lessor City, recorded May 14, 1986 in the Official Records as Instrument No. 23715 at in Book 1986 at Page 46545, of the Official Records.

¹ Original Ground Lessee and Lessor executed that certain "First Amendment to Ground Lease between City of Suisun City and D&M Development Co." dated June 23, 1986 which was not recorded and appears to have been superseded by this First Amendment.

EXHIBIT "C"
GRANT DEED

**Recording requested by and
When Recorded Return to:**

Senior Housing Associates VIII
Solano Senior Housing Ltd
1224 Cottonwood Street Suite 200
Woodland, CA 95695
Attn: Theodore Caldwell, General Partner

(Space Above This Line for Recorder's Office Use Only)

APNs. 0173-010-210 & 0173-010-220
THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is
\$ _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below CITY OF SUISUN CITY, a municipal corporation ("**Grantor**") grants to SENIOR HOUSING ASSOCIATES VIII, a California limited partnership and SOLANO SENIOR HOUSING, LTD, a California limited partnership ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of Suisun City, County of Solano, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("**Property**").

Grantee accepts title to the Property subject to all easements, encumbrances. covenants and matters of record as of the date of this Deed is recorded in the Official Records of Solano County. Grantor makes no representation or warranty that the Property is compliance with any applicable laws including, but not limited to, the Subdivision Map Act.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

GRANTOR:

CITY OF SUISUN CITY, a municipal corporation

ATTEST:

Linda Hobson, City Clerk

By: _____
Lori Wilson, Mayor

_____, 2019

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

That certain real property located in the City of Suisun City, County of Sonoma, State of California, and is described as follows:

Parcel "A" as shown on Parcel Map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

RESERVING THEREFROM, a Joint Access Easement "AA" in favor of Parcels "B" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "A" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence Westerly along the Southerly line of said Parcel "A", as shown on the above mentioned Parcel Map, S 86° 40' 00" W 5.02 Ft. to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line of Parcel "A", S 86° 40' 00" W 20.06 Ft.; thence leaving said Southerly line of Parcel "A", N 01° 13' 25" E 358.13 Ft.; thence N. 89° 24' 26" W. 160.10 Ft., to the common lot line of said Parcels "A" and "B"; thence Northerly along said common line of Parcels "A" and "B", N 00° 14' 23" E. 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", S 89° 24' 26" E. 180.44 Ft.; thence S 01° 13' 25" W 376.75 Ft. to the TRUE POINT OF BEGINNING

TOGETHER WITH a Joint Access Easement "BB" In favor of Parcels "A" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "B" also shown on above mentioned Parcel Map described as follows:

All that certain Real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the above mentioned Parcel Map; thence Northerly along the common boundary of said Parcels "A" and "B" as shown on the above mentioned Parcel Map, N 00° 14' 23" E 123.24 Ft.; thence leaving said common line of Parcels "A" and "B", N 88° 16' 05" W 156.25 Ft.; thence N 00° 43' 00" W 242.38 Ft.; thence S 89° 24' 26" E 160.25 Ft., to the common boundary of Parcels "A" and "B" as shown on the above mentioned Parcel Map; thence Northerly along said common line, N 00° 14' 23" E 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", N 89° 24' 26" W, 180.59 Ft.; thence S 00° 43' 00" E 261.99 Ft.; thence N 88° 16' 05" W 5.00 Ft. to the Westerly boundary of Parcel "B" as shown on above Parcel mentioned Parcel Map; thence Southerly along said Westerly boundary of Parcel "B", S 00° 43' 00" E 25.02 Ft. to the common line of Parcels "B" and "C" of above mentioned Parcel Map; thence Easterly along common line of said Parcels "B" and "C" and the prolongation of said common line, S 88° 16' 05" E 155.85 Ft. ; Thence S 00° 14' 23" W 100.45 Ft. to the Southerly line of said Parcel "B"; thence along said Southerly line of said Parcel "B" from a tangent bearing of N 86° 45' 20" E along a curve to the left having a radius of 972.50 Ft., through a central angle of 0° 05' 26" for an arc Length of 1.54 Ft.; thence N 86° 40' 00" E 23.51 Ft. to the POINT OF BEGINNING.

ALSO TOGETHER WITH a Joint Access Easement "CC" in favor of Parcels "A" and

PARCEL ONE CONTINUED

"B" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps at page 15, Solano County Records, across Parcel "C" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C" as shown on the above mentioned Parcel Map; thence Northerly along the Westerly line of said Parcel "C", N 00° 43' 00" W 102.00 Ft. to the Northwest corner of said Parcel "C", said Northwest corner also being the Southwest corner of Parcel "B"; thence Easterly along the common line of Parcels "B" and "C", S 88° 16' 05" E 25.02 Ft.; thence leaving said common line of said Parcels "B" and "C", S 00° 43' 00" E, 103.14 Ft. to the Southerly line of said Parcel "C"; thence along said Southerly line of Parcel "C", N 85° 40' 00" W 25.10 Ft. to the POINT OF BEGINNING.

EXHIBIT "D"
COVENANT AGREEMENT

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Suisun City
701 E. Suisun City Street
Suisun City, CA 90745
Attention: City Clerk

APNs. 0173-010-210 & 0173-010-220

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is \$ _____

(Exempt from Recording Fee per Gov. Code §6103)

SENIOR HOUSING COVENANT AGREEMENT

This Senior Housing Covenant Agreement ("**Agreement**") is made on _____, 2019 by and between SENIOR HOUSING ASSOCIATES VIII, a California Limited Partnership and SOLANO SENIOR HOUSING, LTD., a California Limited Partnership ("**Owner**") and THE CITY OF SUISUN CITY, a municipal corporation ("**City**").

RECITALS

- A. Owner owns the real property located commonly known as 320 & 322 Merganser Drive (APNs 0173-010-210 & 0173-010-220) in the City of Suisun City, State of California as legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").
- B. Prior to acquisition of fee title, Owner had leased the Property from the City pursuant to a long-term ground lease and constructed and operated a senior housing apartment project with one hundred and four (104) rental units ("**Project**").
- C. Concurrently with the recordation of this Agreement, Owner acquired fee title to the Property from City. As material consideration for the sale of the Property, Owner agreed to continue to operate the Project pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **DEFINITION.** As used in this Agreement "senior citizen" means a person who is fifty-five (55) years of age or older.
- 2. **USE OF THE UNITS.** Owner hereby covenants and agrees for itself, its lessees, successors and assigns that for the duration of this Agreement, all units on the Property shall be occupied or reserved for occupancy on a continuous basis for senior citizens. It is intended by Owner and City that this senior housing covenant shall run with the land and bind the Property with the benefit of this covenant running in favor of the City in order to preserve the public interest in maintaining the City's stock of available senior housing units.

3. MANAGEMENT AND MAINTENANCE STANDARDS. Owner and its successors shall manage the Property in accordance with generally accepted property management principles consistent with management standards for senior citizen apartment complexes in the area in which the Property is located. At all times during the term of this Agreement, Owner and its successors shall maintain the Property, its buildings, including electrical, plumbing, heating, ventilating and air conditioning and other systems, all common areas, driveways and parking areas and all landscaping and irrigation facilities in good condition and repair. All units of the Property shall continuously meet the Housing Quality Standards established by Section 8 monitored by the Housing Authority of Suisun City.

4. NO IMPAIRMENT OF LIEN. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement 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; provided, however, that any successor of Owner to the Property shall be bound by such 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.

5. DURATION AND TERMINATION. The covenants contained in this Agreement shall be deemed to run with the land and shall terminate Twenty-five (25) years from the date of recordation of this Agreement in the Official Records of Solano County ("**Official Records**"). Upon termination, Owner and City shall each execute and acknowledge a form to terminate this Agreement which shall be recorded in the Official Records.

6. ENFORCEMENT OF AGREEMENT. Owner agrees to provide written certification to City that Owner is in compliance with the terms of this Agreement. Upon reasonable written notice to Owner, City shall have the right to review Owner's records to confirm compliance with this Agreement. Any failure by Owner to cause all units on the Property to be occupied or reserved for occupancy on a continuous basis for senior citizens shall constitute a default under this Agreement. In the event that such default shall occur, City may elect to pursue any remedy available to it under law or equity, including, but not limited to, injunction or specific performance.

7. AMENDMENT OR MODIFICATION. This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

8. SUCCESSOR AND ASSIGNS. This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of City and Owner and their respective successors in interest and assigns.

9. MISCELLANEOUS.

A. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed to Owner at the Property and to City at City Hall or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail.

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

- C. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Solano County.
- D. Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- E. Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- F. Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- G. No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date specified above.

OWNER:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

By: _____
Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

By: _____
Theodore C. Caldwell
General Partner

CITY:

CITY OF SUISUN CITY, a municipal
corporation

By: _____
Lori Wilson, Mayor

_____, 2019

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Suisun City, County of Sonoma, State of California, and is described as follows:

Parcel "A" as shown on Parcel Map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

RESERVING THEREFROM, a Joint Access Easement "AA" in favor of Parcels "B" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "A" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence Westerly along the Southerly line of said Parcel "A", as shown on the above mentioned Parcel Map, S 86° 40' 00" W 5.02 Ft. to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line of Parcel "A", S 86° 40' 00" W 20.06 Ft.; thence leaving said Southerly line of Parcel "A", N 01° 13' 25" E 358.13 Ft.; thence N. 89° 24' 26" W. 160.10 Ft., to the common lot line of said Parcels "A" and "B"; thence Northerly along said common line of Parcels "A" and "B", N 00° 14' 23" E. 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", S 89° 24' 26" E. 180.44 Ft.; thence S 01° 13' 25" W 376.75 Ft. to the TRUE POINT OF BEGINNING

TOGETHER WITH a Joint Access Easement "BB" In favor of Parcels "A" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "B" also shown on above mentioned Parcel Map described as follows:

All that certain Real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the above mentioned Parcel Map; thence Northerly along the common boundary of said Parcels "A" and "B" as shown on the above mentioned Parcel Map, N 00° 14' 23" E 123.24 Ft.; thence leaving said common line of Parcels "A" and "B", N 88° 16' 05" W 156.25 Ft.; thence N 00° 43' 00" W 242.38 Ft.; thence S 89° 24' 26" E 160.25 Ft., to the common boundary of Parcels "A" and "B" as shown on the above mentioned Parcel Map; thence Northerly along said common line, N 00° 14' 23" E 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", N 89° 24' 26" W, 180.59 Ft.; thence S 00° 43' 00" E 261.99 Ft.; thence N 88° 16' 05" W 5.00 Ft. to the Westerly boundary of Parcel "B" as shown on above Parcel mentioned Parcel Map; thence Southerly along said Westerly boundary of Parcel "B", S 00° 43' 00" E 25.02 Ft. to the common line of Parcels "B" and "C" of above mentioned Parcel Map; thence Easterly along common line of said Parcels "B" and "C" and the prolongation of said common line, S 88° 16' 05" E 155.85 Ft. ; Thence S 00° 14' 23" W 100.45 Ft. to the Southerly line of said Parcel "B"; thence along said Southerly line of said Parcel "B" from a tangent bearing of N 86° 45' 20" E along a curve to the left having a radius of 972.50 Ft., through a central angle of 0° 05' 26" for an arc length of 1.54 Ft.; thence N 86° 40' 00" E 23.51 Ft. to the POINT OF BEGINNING.

ALSO TOGETHER WITH a Joint Access Easement "CC" in favor of Parcels "A" and

PARCEL ONE CONTINUED

"B" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps at page 15, Solano County Records, across Parcel "C" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C" as shown on the above mentioned Parcel Map; thence Northerly along the Westerly line of said Parcel "C", N 00° 43' 00" W 102.00 Ft. to the Northwest corner of said Parcel "C", said Northwest corner also being the Southwest corner of Parcel "B"; thence Easterly along the common line of Parcels "B" and "C", S 88° 16' 05" E 25.02 Ft.; thence leaving said common line of said Parcels "B" and "C", S 00° 43' 00" E, 103.14 Ft. to the Southerly line of said Parcel "C"; thence along said Southerly line of Parcel "C", N 85° 40' 00" W 25.10 Ft. to the POINT OF BEGINNING.

RECORDING REQUESTED BY:

City of Suisun City

WHEN RECORDED RETURN TO:

James Warren Beebe,
A Law Corporation
626 Wilshire Boulevard
Suite 900
Los Angeles, California 90017

(The Space Above For Recorder's Use)

GROUND LEASE

Between

CITY OF SUISUN CITY
("Lessor")

And

D & M DEVELOPMENT CO.,
a California general partnership
("Lessee")

D0029:471.10
12-24-85 (JAS:ly)

GROUND LEASE

This Lease Agreement is made and entered into this 27th day of December, 1985, by and between the CITY OF SUISUN CITY (hereinafter collectively referred to as "Lessor") and D & M DEVELOPMENT CO., a California general partnership consisting of RAYMOND P. MATHEWS, an individual, and THOMAS A. DAILEY, an individual (hereinafter collectively referred to as "Lessee").

RECITALS

This Lease is based upon the following facts:

A. Lessor is the sole and exclusive owner of that certain unimproved real property located in the City of Suisun City, Solano County, California, which is more particularly described in Exhibit A which is attached hereto and incorporated herein by reference. Said real property shall be referred to as "the property."

B. The Lessee desires to lease the Property from Lessor and Lessor is willing to lease the Property to Lessee, all for the purpose set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the parties agree as follows:

I

AGREEMENT TO LEASE

1.01 LEASE OF PROPERTY: The Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the Property as described in this Lease Agreement.

II

TERM OF LEASE

2.01 TERM: The term of this Lease shall be for a period of fifty-five (55) years commencing January 1, 1986, and terminating at midnight, Pacific Time, December 31, 2041.

III

RENT

3.01 RENT: The Lessee agrees to pay Lessor, commencing on the first (1st) day of January, 1986, and on the first (1st) day of each succeeding year thereafter, an annual rent of One Dollar (\$1.00).

3.02 PLACE AND MANNER OF PAYMENT:- All rent that becomes due and payable under this Lease shall be paid to Lessor at the address designated for notices in the Loan Agreement (as defined herein) or at such other place as Lessor may, from time to time designate by written notice given to Lessee. All payments shall be made in lawful money of the United States without deduction or offset.

IV

BASIC DOCUMENTS

4.01 ISSUANCE OF MUNICIPAL BONDS: It is contemplated by Lessor and Lessee that certain tax-exempt municipal bonds may be issued to finance the project contemplated by this Lease. The bonds are entitled:

Bond Title:

\$3,500,000 HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, 1985 FLOATING RATE DEMAND MULTIFAMILY HOUSING REVENUE BONDS (Casa De Susisun Project) (the "Bonds")

They are issued pursuant to the following "Basic Documents" as defined in the Indenture referenced below, including without limitation:

Indenture Title:

INDENTURE (the "Indenture") Between HOUSING AUTHORITY OF THE CITY OF SUISUN CITY (as "Issuer") and UNITED BANK OF ARIZONA (as "Trustee") dated as of December 1, 1985 (the "Indenture")

Loan Agreement Title:

LOAN AGREEMENT (the "Loan Agreement") between HOUSING AUTHORITY OF THE CITY OF SUISUN CITY and D & M DEVELOPMENT COMPANY, a California partnership (as "Company"), dated as of December 1, 1985 (the "Loan Agreement")

Regulatory Agreement Title:

REGULATORY AGREEMENT (the "Regulatory Agreement") Between HOUSING AUTHORITY OF THE CITY OF SUISUN CITY and D & M DEVELOPMENT COMPANY, a California partnership (as "Company") dated as of December 1, 1985 (the "Regulatory Agreement")

4.02 BASIC DOCUMENTS CONTROL: This Lease is being entered into by the Lessor and the Lessee in furtherance of the construction of the Project described in the Resolution of the Housing Authority of the City of Suisun City (the "Housing Authority") adopting and approving the Basic Documents. The Property shall be developed only as permitted by the Basic Documents, and the terms of the Basic Documents shall control the provisions of this Lease. In no event shall the tax-exempt status of the above entitled Bonds be jeopardized and, if necessary, the parties shall obtain an opinion of Bond Counsel as to the effect of any change or amendment. Any financing mortgage entered into by the Lessee shall be expressly subordinate to this Lease and to the Basic Documents.

4.03 DURATION: The provisions of this Article IV shall be effective until the later of (i) the date of final maturity or redemption of all Bonds, or (ii) the expiration of the Regulatory Agreement pursuant to the provisions thereof. Upon the occurrence of such date, Lessor and Lessee shall obtain an opinion of Bond Counsel to the effect that the tax-exempt status of the Bonds will not be effected upon the issuance of such an opinion, the provisions of Article IV will have no further effect whatsoever.

CONSTRUCTION OF IMPROVEMENTS

5.01 LESSEE'S OBLIGATION: During the term of this Lease, Lessee will construct a fifty-two (52) unit senior citizens' apartment complex on the Property in accordance with plans and specifications prepared by Munson & Cox,

Architects, Vallejo, California. In the event construction is not substantially complete by July 1, 1988, the Lessee shall pay to Lessor the sum of Seventy Five Thousand Dollars (\$75,000) as liquidated damages and not as a penalty. Such sum shall be deposited into the Lessor's "Low and Moderate Income Housing Fund", and shall be used to reimburse the Lessor and the Housing Authority for its costs incurred in connection with the development of the senior citizens' housing on the Property, and the costs of completing the project and providing for the operation thereof and also to finance the further development of the Property and the much needed low and moderate income and low income housing in the jurisdiction of the City and the Authority. The term "substantially complete" shall mean that at least ninety percent (90%) of the value of all improvements, as determined by Lessee's construction budget, shall have been completed. The remedy provided in this Paragraph 5.01 shall constitute the exclusive remedy of the Lessor for the failure of Lessee to substantially complete construction of improvements within the aforesaid time period. The parties agree that it would be extremely impractical and difficult to fix damages resulting from such breach and the consequent damage to the low and moderate income and low income housing programs of the City and the Authority, and therefore agree that the aforesaid sums represent a reasonable endeavor by the parties to estimate a fair compensation for foreseeable losses which could result from such delay.

VI

DEFAULT AND DETERMINATION

6.01 LESSEE'S DEFAULT: Each of the following events shall constitute a default by Lessee and the breach of this Lease:

(a) Abandonment or surrender of the property or of the leasehold estate or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee, or to perform as required or conditioned by any other covenant or condition of this Lease;

(b) Occurrence of an event of default under any of the Basic Documents.

6.02 NOTICE BY LESSOR: As a precondition to pursuing any remedy for an alleged default by Lessee, the Lessor shall, before pursuing any such remedy, give notice of default to Lessee and to mortgagees whose names and addresses were previously given to Lessor in a notice or notices from Lessee or any qualifying mortgagee stating that the notice is for the purpose of notice under this paragraph. The qualifying mortgagee is a mortgagee under a mortgage then existing under the provisions of this Lease, which, as aforesaid must be subordinate to the Lease and to the Basic Documents. Each notice of default shall specify in detail the alleged event of default and the intended remedy.

6.03 LESSOR'S REMEDIES: If any default by Lessee shall continue uncured for thirty (30) days following notice of default as required by this Lease, Lessor shall have the following remedies in addition to any and all rights and remedies provided by law or in equity to which Lessor has the right to resort cumulatively or in the alternative.

(a) Lessor may terminate this Lease by giving Lessee written notice of termination. On the giving of such notice, all of Lessee's rights in the Property and all improvements shall terminate.

(b) The liquidated damages specified in Article V shall then be paid.

6.04 WAIVER OF BREACH: The waiver by Lessor of any breach by Lessee under any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this Lease.

VII

MISCELLANEOUS

7.01 TIME IS OF THE ESSENCE: Except as otherwise specifically provided in this Agreement, time is of the essence of this AGREEMENT in each and every provision thereof.

7.02 NOTICES: All notices or other communications made pursuant hereto shall be made as required by the Basic Documents.

7.03 BINDING EFFECT: This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7.04 ENTIRE-AGREEMENT: Except as provided herein, this Lease contains the entire agreement between the parties with respect to the matters covered hereby and supersedes all prior arrangements and understandings between the parties.

7.05 AMENDMENTS: This Lease may not be amended except by written document signed by each of the parties hereto.

7.06 FURTHER DOCUMENTS: Each party will, whenever and as often as it shall be requested by the other party, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered further instruments, documents, and amendments to this lease as may be necessary in order to complete the performance of all acts, covenants and obligations contemplated by this lease and as required by the construction and/or permanent lender.

7.07 SURVIVAL: All agreements, covenants and conditions, including without limitation, Lessor's and Lessee's warranties and Lessor's and Lessee's indemnities which are contained in this Lease shall survive the termination of this Lease.

7.08 RECITALS AND CAPTIONS: The recitals in captions of the paragraphs and subparagraphs of this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify or aid in the interpretation of construction or meaning of the provisions of this Lease.

7.09 APPLICABLE LAW: This Lease shall be construed and interpreted under and governed and enforced according to the laws of the State of California.

7.10 EXHIBITS: All exhibits attached hereto and referred to in this Lease are incorporated herein by reference.

[ATTACH SIGNATURE PAGE]

6631-0

0074a/0631A

SMH/mb

8-22-85

Page 1 of 2

Rev. 8-27-85

Rev. 12-11-85

Rev. 12-16-85

DESCRIPTION

Division of the Lands of the City of Suisun City

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being a portion of Parcel 2 as shown on that certain map entitled "Cold Spring Harbor Unit No. 1", recorded in Book 29 of Maps, at Page 30, Solano County Records,

described

PARCEL A

BEGINNING at a point in the west line of the Dover Terrace South Unit #4 Subdivision as shown on the map recorded in Book 30 of Subdivisions at Page 49, Solano County Records, said POINT OF BEGINNING lies S 01°13'25" W, 16.67 ft from the northwest corner of Lot #75 of the said Dover Terrace South Unit #4 Subdivision; thence along the said west boundary of the Dover Terrace South Unit #4 Subdivision S 01°13'25" W, 412.41 ft to the north line of Merganser Drive, said north line also being the north line of Parcel 1 as described in the deed recorded in Book 1976 of Official Records at Page 57298, Instrument No. 35182, Solano County Records; thence along said north line of Merganser Drive S 86°40'00" W, 179.32 ft; thence N 0°14'23" W, 420.42 ft; thence N 89°17'00" E, 186.08 ft to the POINT OF BEGINNING.

CONTAINING: 1.744 Acres, More or Less

"A"

Recording requested by
and when recorded mail to
Malcolm A. King, Esq.
1900 Olympic Blvd., #104
Walnut Creek, CA 94596

FIRST AMENDMENT
TO
GROUND LEASE
BETWEEN
CITY OF SUISUN CITY
AND
D&M DEVELOPMENT CO.

This First Amendment to Ground Lease is made and entered into this 23rd day of June, 1986, by and between The City of Suisun City (Lessor) and D&M Development Co. (Lessee).

RECITALS

This First Amendment (Amendment) is based on the following facts:

A. Lessor and Lessee have hertofore entered into a Ground Lease dated _____, 1985, for the lease of certain real property located in the City of Suisun, Solano County, California, more particularly described in Exhibit A attached hereto and incorporated herein by reference. Said real property shall hereafter be referred to as "the property."

B. The parties desire to amend the Ground Lease by adding those terms and conditions which are included herein.

NOW THEREFORE, in consideration of the premises and the mutual covenant and conditions contained herein, the parties agree as follows:

1. The heading "Contruaction of Improvements" on page 3 of the Ground Lease is hereby designated as Article V. Said Article is amended to add the following paragraphs:

5.02 LESSOR'S COOPERATION: Upon the request of Lessee, Lessor shall take all actions reasonably necessary and provide all approvals requested by Lessor, the County of Solano, the State of California or any other governmental agency or jurisdiction or by Lessee's lender in order to complete and carry out the construction of improvements on the property.

5.03 COMPLIANCE WITH LAW: Lessee agrees that any building or work of improvement to be constructed on the property shall be erected and constructed in accordance with all valid laws,

ordinances, regulations, orders of all federal, state, county and local governmental agencies and entities having jurisdiction over the property. A valid final certificate of occupancy entitling Lessee and any tenant of Lessee to occupy and use any structure or improvement shall be deemed to be conclusive evidence that said improvements have been constructed in accordance with all valid laws, ordinances, regulations and orders. Lessor will not unreasonably withhold the granting of such a permit.

5.04 MECHANICS' LIENS: At all times during the term of this lease Lessee shall keep the property and all buildings and improvements now or hereafter constructed thereon free and clear of all liens and claims of liens for labor, services, materials, supplies, equipment, performed on or furnished to the property. Provided that as long as Lessee shall provide reasonable security to Lessor, Lessee may contest and defend any such lien or claim of lien on such terms and conditions as Lessee may deem appropriate. Lessee shall indemnify and hold harmless Lessor for any damage suffered by Lessor as the result of any such lien attaching to the property. Lessee shall provide Lessor with written notice at least twenty (20) days prior to the commencement of any work in order to allow Lessor sufficient time to post notices of nonresponsibility.

5.05 ATTACHMENT TO PROPERTY: Any and all buildings or improvements constructed on the property and all alterations, additions, improvements, fixtures, except furniture and trade fixtures made or placed in or about the property or on any building or improvement constructed thereon by Lessee or by any other person shall be considered a part of the property and upon the expiration or termination of this lease, shall remain on the property and become the property of Lessor.

2. Article VII and Paragraphs 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09 and 7.10 are renumbered Article XVI and 16.01, 16.02, 16.03, 16.04, 16.05, 16.06, 16.07, 16.08, 16.09 and 16.10 respectively.

3. The following provisions are inserted as Article VII:

VII
TAXES AND UTILITIES

7.01 PAYMENT OF TAXES AND ASSESSMENTS: Commencing on January 1, 1986, and continuing thereafter during the term of this lease, Lessee shall be obligated to pay and Lessee hereby agrees to pay any and all real property taxes, assessments and other charges of any description which may be levied or assessed against the property by any governmental agency or entity or against any interest in the property or any improvements on the property. All taxes and assessments levied or assessed on or against the property during the tax years in which the obligation of Lessee to pay taxes commences and the year in which the lease terminates, shall be prorated between Lessor and Lessee as of the date the obligation to pay taxes on the

which Lessee's obligation to pay taxes commences unless it shall, upon service of written request by Lessor reimburse Lessor for the Lessee's share of such taxes. The Lessee shall pay taxes for the year in which this lease terminates and Lessor shall promptly, upon service of written request by Lessee, reimburse Lessee for its share of such taxes.

7.02 SEPARATE ASSESSMENT OF LEASED PROPERTY: Should the property be assessed and taxed as part of any other property owned by Lessor prior to commencement of this lease, Lessor shall, at its own cost and expense, arrange to have the property taxed and assessed as a separate parcel distinct from any other real or personal property owned by Lessor. Should the property be assessed and taxed for the year in which this lease is to commence as part of or with other property owned by Lessor, that portion of such taxes that bears to the same ratio to the total of such taxes as the ground area of the property bears to the ground area of the total taxed property shall be the taxes levied on and assessed against the property and Lessee shall be responsible only for the payment of such taxes. Lessor shall continue to be responsible to pay taxes for such additional real or personal property owned by Lessor of which the property forms a part for purposes of tax assessment and shall indemnify and hold harmless the Lessee from and against any and all liens, deficiencies, claims and liabilities asserted by any taxing authority as a result of Lessor's failure to pay taxes on such all inclusive parcel.

7.03 PAYMENT BEFORE DELINQUENCY: Any and all taxes and assessments required to be paid by either Lessor or Lessee under this lease shall be paid at least ten (10) days before each such tax, assessment or installment of any tax or assessment becomes delinquent. Either party may request a copy of the official receipt for the payment of any such tax, assessment or installment from the other party, and the party who is obligated to pay such tax or installment shall immediately furnish such copy of receipt to the requesting party.

7.04 INSTALLMENTS: Should any special tax or assessment be levied on or against any of the property that may be either paid in full prior to a delinquency date or paid in installments over a period of time either within or extending beyond the termination date of this lease, the Lessee shall have the option of paying such special tax or assessment in installments. The fact of the exercise of the option to pay the tax or assessment in installments will cause said property to be encumbered with bonds or will cause interest to accrue on the tax or assessment is immaterial and shall not interfere with the free exercise of this option by Lessee. Should Lessee exercise the option to pay any such tax or assessment in installments, Lessee shall be liable to pay only those installments which become due during the term of this lease. The Lessor shall cooperate with Lessee and on written request of Lessee execute or join with Lessee in executing any instruments required to permit any such special tax or assessment to be paid in installments.

7.05 CONTEST OF TAX: Lessee may contest the legal validity or amount of any tax, assessment, special tax or charge for which Lessee is responsible under this lease and may institute such proceedings as Lessee deems necessary. If Lessee contests any such tax assessment,

special tax or charge, the Lessee may withhold or defer payment or pay under protest but shall protect Lessor and the premises from any lien by an adequate surety bond or other appropriate means of security. Lessor appoints Lessee as its attorney-in-fact for the purpose of making all payments to any taxing authority and for the purpose of contesting any tax, assessments, special taxes or charges conditioned upon Lessee preventing any lien from being levied on the property. Any such contest shall be conducted at Lessee's sole cost and expense.

7.06 INDEMNITY FOR TAXES: Lessee shall indemnify and hold Lessor free and harmless from any liability, loss or damage resulting from any taxes, assessments or other charges which are required to be paid by Lessee and from all interest, penalties and other sums imposed thereon. Notwithstanding the foregoing, Lessee shall not be responsible for the payment of any tax, assessment or charge against the property of Lessor regardless of what it may be called which are based upon business income, profits, estate, succession, inheritance or transfer taxes of Lessor and which may be levied by federal, state or other governmental agency.

7.07 PAYMENT BY LESSOR: If Lessee fails to pay, within the time specified in this article, any tax, assessment, special tax or other charge required to be paid by Lessee, Lessor may, after ten (10) days' written notice to or demand upon Lessee, pay, discharge, and/or adjust such tax, assessment, special tax or other charge for the benefit of Lessee. In such an event, Lessee shall promptly, upon written demand of Lessor, reimburse Lessor the full amount paid by Lessor in paying, discharging or adjusting such tax, assessments, special tax or other charge.

7.08 PAYMENT BY LESSEE: If Lessor fails to pay, within the time specified in this article, any tax, assessment, special tax or other charge required to be paid by Lessor, Lessee may, after ten (10) days' written notice to or demand upon Lessor, pay, discharge, and/or adjust such tax, assessment, special tax or other charge for the benefit of Lessor. In such an event, Lessor shall promptly, upon written demand of Lessee, reimburse Lessee the full amount paid by Lessee in paying, discharging or adjusting such tax, assessments, special tax or other charge.

7.09 UTILITIES: Lessee shall pay, or cause to be paid all charges for the furnishing of gas, water, electricity, telephone service, cable television and communications, sewer, garbage and rubbish removal, or other public utility service provided to the property during the term of this lease.

4. The following provisions are inserted as Article VIII:

VIII
USE

8.01 USE: During the term of this lease Lessee shall not use, or permit to be used, the property or any portion thereof for any purpose that in any way violates any terms within the basic documents, any law, ordinance or regulation of any federal, state,

county or local governmental agency, body or entity. Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or judicially determined law on property or any portion thereof.

8.02 RESTRICTIONS ON USE: Lessee may use and occupy the property for construction, maintenance and operation of an apartment building only for senior citizen housing. Lessee may enter into agreements restricting the use of the property or granting easements with respect to the property, or apply for and obtain any governmental approval for senior citizen housing. Any change, permit, approval, easement or restriction which Lessee agrees to will be limited to the term of this lease. Any such change, restriction, use, approval which extends for a period beyond the term of this lease shall require Lessor's prior written consent.

5. The following provisions are added as Article IX:

IX

FINANCING

9.01 LESSOR'S OBLIGATIONS:

The Lessee shall have the right to encumber the leasehold interest granted hereby from time to time during the term of this lease. After receipt of written notice from Lessee, the Lessor shall execute any and all documents consenting to the encumbrance of the leasehold interest to secure the repayment of a loan, the proceeds of which are to be used either for construction of improvements, for permanent financing, for refinancing or for securing additional financing on the property for whatever reason. As used in this paragraph the term "construction loan" means any interim or short-term loan, the proceeds of which are to be used for construction of improvements and any cost associated therewith; and the term "permanent loan" shall mean the permanent or long-term financing, the proceeds of which are used in whole or in part to repay and discharge the construction loan and any costs associated therewith. Nothing contained herein shall be construed to require Lessee to divide the loans into a construction loan and a permanent loan instead of a single long-term loan.

9.02 EXECUTION OF ADDITIONAL DOCUMENTS:

Lessor shall execute all documents reasonably and customarily required by a mortgage and/or a title company. Lessor shall not be required to sign or execute the note to be secured by any mortgage but if required, shall execute the mortgage itself.

9.03 FORM OF NOTE AND MORTGAGE

The note and mortgage shall conform substantially to the forms usually required by the lender from time to time for loans for construction of improvements or for financing of property and improvements of a nature comparable to the projects planned by Lessee for the property. The mortgage documents may further provide that any

proceeds realized from fire or extended coverage insurance shall be used to repair or rebuild the leasehold improvements and not to repay any part of the outstanding mortgage.

6. The following provisions are added as Article X:

X
REPAIRS AND RESTORATION

10.01 MAINTENANCE BY LESSEE: At all times during the term of this lease Lessee, at Lessee's sole cost and expense, shall keep and maintain the property and all improvements which may hereinafter be constructed thereon in good order and repair and in a safe and clean condition.

10.02 MODIFICATIONS REQUIRED BY GOVERNMENTAL AGENCIES: At all times during the term of this lease Lessee, at Lessee's sole cost and expense shall make all alterations, additions, repairs, improvements and changes which may be required by any valid law, ordinance, statute, order, regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity or political subdivision having jurisdiction over the property. If Lessee, in Lessee's sole discretion, desires to contest any law, ordinance, statute, order or regulation affecting the improvements of the property or the use of the property, the Lessee may, in the name of Lessee and Lessor where appropriate or required, institute legal proceedings and diligently prosecute same to determine the validity of any such law, ordinance, statute or regulation. Lessee shall protect the property and the Lessor from Lessee's failure to observe or comply with any such contested law, ordinance, statute, order or regulation during the contest thereof. Further, Lessee shall indemnify and hold harmless Lessor and the property free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Lessee's failure to comply with or perform the requirements of any contested law, ordinance, statute, order or regulation.

10.03 DUTY TO RESTORE PREMISES: If at any time during the term of this lease, any building or improvements now or hereafter constructed on the property are destroyed in whole or in part by fire, theft, the elements or any other cause not the fault of Lessor, and insurance proceeds are available for repair and restoration for at least ninety percent (90%) of replacement costs, the lease shall continue in full force and effect and the Lessee, at Lessee's sole cost and expense, shall repair and restore the damaged or destroyed buildings or improvements according to the original plan thereof or in accordance with such modified plans as the Lessee in its sole discretion deems appropriate. Such work of repair and restoration shall commence within one hundred twenty (120) days after insurance proceeds are made available for the work of repair or restoration and shall be completed with due diligence no later than one (1) year after work is commenced. In all respects, the work of repair and restoration shall be done in accordance with the requirements of the Lessor and other appropriate governmental agencies

8.04 OPTION TO TERMINATE LEASE: Notwithstanding Lessee's duty

to repair and restore as set forth in paragraph 8.03, the Lessee shall have the option of terminating this lease on the last calendar day of any month by giving the Lessor at least sixty (60) days'

written notice of Lessee's intent to do so and in the event that any building or improvement hereafter constructed on the property is so damaged or destroyed by fire, theft, the elements or any other cause which is not the fault of Lessee during the last twenty five (25) years of the term of this lease, if the cost of so restoring or repairing would exceed thirty five percent (35%) of the cost of replacing all buildings and improvements totally destroyed by such calamity or cause.

10.05 APPLICATION OF INSURANCE PROCEEDS: Subject to paragraph 9.03 any and all fire or other insurance proceeds that become payable at any time during the term of this lease as the result of damage to or destruction of any building or improvements on the property shall be paid to Lessee and shall be applied by the Lessee in accordance with paragraph 9.03. However should Lessee exercise the option given Lessee by paragraph 8.04 of this lease to terminate the lease because of damage to or destruction of buildings or improvements on the property, then in any such event, any and all fire or other insurance proceeds that become payable because of such damage or destruction shall:

(a) Be applied first toward the reduction of any unpaid principal balance of an obligation secured by the property;

(b) Thereafter the balance of such proceeds, if any, shall be distributed between Lessor and Lessee as their interests may then appear.

7. The following provisions are added as Article II:

XI
INDEMNITY AND INSURANCE

11.01 LESSOR'S NONLIABILITY: The Lessor shall not be liable and the Lessee shall defend and indemnify Lessor against all liability and claims of liability, for injury or death to persons or damage to or destruction of property on or about the property from any cause. Lessee waives all claims against Lessor for injury or death of persons or damage to or destruction of property, arising or asserted to have arisen from any cause whatsoever except from Lessor's own acts or omissions or the acts or omissions of Lessor's agents, contractors, subcontractors, employees and licensees.

11.02 LIABILITY INSURANCE: The Lessee shall, at Lessee's sole cost and expense, secure promptly after the execution of this lease and shall thereafter maintain during the entire term hereof a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessor and authorized to issue liability insurance in the State of California insuring both Lessor and Lessee against loss or liability caused by or connected with Lessee's occupation, use and maintenance of the property in amounts not less than \$500,000 for death of or injury to one person

and \$1,000,000 for injury to or death of more than one person as a result of any single accident or incident; and \$250,000 for damage to or destruction of any property of others.

11.03 FIRE AND CASUALTY INSURANCE: During the term of this lease Lessee shall, at the Lessee's sole cost and expense, keep the property, all buildings, improvements and other structures thereon as well as any modifications or additions thereto insured for their full insurable value by insurance companies authorized to issue such insurance in the State of California against loss or destruction by fire and the perils commonly covered under such standard extended coverage endorsement to fire insurance policies applicable to Solano County, California. Any loss payable under such insurance shall be payable to Lessee, Lessor and any lender under an encumbrance incurred by Lessee pursuant to Article VII of this lease as their interests may appear. Any proceeds received because of a loss covered by such insurance shall be used and applied in the manner required under paragraph 8.05 of this lease or pursuant to the provisions of any promissory note, mortgage or other security instrument of any lender. In the event of a conflict between the provisions of the terms of this lease and the terms of any mortgage, relating to application of insurance proceeds, the terms of the mortgage shall be deemed to control the obligations of the parties with respect to application of insurance proceeds.

11.04 EVIDENCE OF INSURANCE/NOTICE OF CANCELLATION: Within ten (10) days after the execution of this lease, and promptly thereafter when any such policy is replaced, rewritten or renewed, the Lessee shall deliver to Lessor or cause to be delivered to Lessor, a true and correct copy of each insurance policy required by this article or a certificate executed by the insurance company or its authorized agent evidencing the existence of such policies. Each insurance policy required by this article shall contain a provision that it cannot be cancelled for any reason unless thirty (30) days' prior written notice of cancellation is given to Lessor in the manner required by this lease for service of notices on Lessor by Lessee.

11.05 FAILURE TO MAINTAIN INSURANCE: If Lessee fails or refuses to procure or maintain insurance as required by this lease or fails or refuses to furnish Lessor with required proof that the insurance has been produced and is in full force and effect and paid for, Lessor shall have the right at Lessor's election and upon ten (10) days' prior written notice to Lessee to procure and maintain such insurance. The premiums paid by Lessor shall be treated as additional rent due from Lessee with interest at the rate of ten percent (10%) per annum and shall be due and payable on the first day of the month immediately following the date upon which such premiums are paid. The Lessor shall give prompt notice of the payment of such premiums stating the amounts paid and the names of the insurer or insurers and interest shall run from the date of such notice.

8. The following provisions are added as Article XII:

XII
CONDEMNATION

12.01 DEFINITIONS: The following definitions apply in construing provisions of this lease which relate to the taking of or damage to all or any part of the premises or improvements or any interest in them by eminent domain or inverse condemnation: "Taking" means a taking or damaging including severance damage by eminent domain or inverse condemnation by or for any public or quasi public use under any statute. Transfer of title may either be a transfer resulting from recordation of a final order of condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation in avoidance of the exercise of eminent domain power while a condemnation proceeding is actually pending. "Taking" shall be considered to take place as of the latter of the date actual physical possession is taken by the condemning authority or the date on which the right to compensation and damages accrues under the law which is applicable to the property.

"Total taking" means the taking of the fee title of all of the property and improvements on the property.

"Substantial taking" means the taking of so much of the property or improvements or both that one or more of the following conditions will result:

(a) The remaining property would not be economically or feasibly usable by Lessee or the sublessees or licensees of Lessee;

(b) Lessee's business on the property could not be operated at a level of profit reasonably close to that existing before the taking constituting the causative event.

"Partial taking" means any taking of fee title that is not either a total or a substantial taking.

"Improvements" shall include but not be limited to all buildings, fixtures, fences, utility installation, excavations, surfacing, grading, landscaping whether occurring on the property naturally or implaced by human design or effort and whether coming into being on the property before or after the commencement of the term, recreational facilities, parking lots, parking structures, malls, entranceways, driveways, walkways.

"Notice of intended taking" means any notice or notification on which a reasonably prudent man would rely and which a reasonably prudent man would interpret as expressing an existing intent of taking by a condemning authority as distinguished from a mere preliminary inquiry or proposal. This definition includes but is not limited to the service of a condemnation Summons and Complaint on any party to this lease.

"Award" means compensation paid for the taking whether pursuant to judgment, by agreement or otherwise.

12.02 NOTICE TO THE OTHER PARTY: The party receiving any notice of intended taking, condemnation complaint and summons shall promptly give written notice thereof to the other party. During the course of

any condemnation proceeding, the party receiving notice shall keep the other party currently informed of all developments in connection with any such condemnation.

12.03 EFFECT ON RENTAL AND TERM OF TOTAL OR SUBSTANTIAL TAKING:

(a) TOTAL TAKING: On a total taking, Lessee's obligation to pay rent shall terminate on, and Lessee's interest in the leasehold shall continue until the date of the taking.

(b) SUBSTANTIAL TAKING: In the event of a substantial taking, Lessee may, by written notice to Lessor given within sixty (60) days after Lessee receives notice of intent of taking, elect to treat the taking as a substantial taking. If Lessee does not notify Lessor, the taking shall be deemed to be a partial taking only. A substantial taking shall be treated as a total taking if Lessee delivers possession to Lessor within sixty (60) days after the determination that the taking was a substantial taking, and Lessee is not in default under any of the terms of this lease and has complied with all of the lease provisions concerning apportionment of the award. If these conditions are not met, the taking shall be deemed to be a partial taking.

Lessor shall have the right to contest the Lessee's determination of a "substantial taking" by providing Lessee notice of such contest within fifteen (15) days following the date of Lessee's notice. The ultimate determination of whether the taking should be considered a substantial taking or a partial taking, shall be determined by a single arbitrator to be appointed by the parties. If the parties cannot agree upon the appointment of an arbitrator, then each party shall appoint an arbitrator for the determination of the issue. Each appointed arbitrator shall in turn appoint a third arbitrator and the majority decision of all arbitrators shall be final and binding upon the parties. The procedure for making the determination of this issue shall be in accordance with the rules and regulations of the American Arbitration Association then in effect for commercial arbitrations. All costs of the arbitration shall be shared equally between the parties. In the event that the arbitrator or arbitrators have not been selected within thirty (30) days after the date of Lessor's notice, either party may petition ex parte to the Superior Court of Solano County for the appointment of three arbitrators.

(c) RENT ABATEMENT UPON PARTIAL TAKING: In the event of a partial taking this lease shall remain in full force and effect, covering the remaining property, and Lessee shall continue to pay rent as specified in Article III.

In the event that Article III has been amended to the extent that the annual rent for the property is more than One Dollar (\$1.00) per year, the rent payable under the lease shall be reduced in the same ratio as the dollar amount of the award, including interest and severance damages bears to the total fair market value of the property immediately before the taking. If the parties cannot agree on the fair market value, they shall appoint an appraiser for this purpose. If the parties cannot agree upon the selection of an

appraiser for this purpose, either party may petition the Solano County Superior Court to appoint an appraiser for purposes of making an appraisal, provided that any such appraiser appointed by the Superior Court shall be a member of the American Institute of Appraisers or comparable society. The cost and expense of any such appraisal shall be shared equally by the parties.

12.04 APPORTIONMENT AND DISTRIBUTION OF AWARD FOR TOTAL TAKING: On a total taking, all sums, including damages and interest awarded for the fee and/or the leasehold shall be distributed and disbursed in the following order of priority:

(a) All real and personal property taxes constituting a lien on the property or improvement;

(b) The balance due under any note and mortgage which encumbers the fee title having priority over the lease;

(c) The balance due under any note and leasehold mortgage to which the fee title of Lessor is not subordinated;

(d) The balance due under any note and mortgage encumbering the fee title but not having priority over the lease (provided that the amount so paid shall be deducted from any amounts otherwise due to Lessor);

(e) To Lessor, a sum equal to the value of the premises taken, valued as unimproved land exclusive of improvements and unburdened by all leases and subleases;

(f) To Lessor, for any expenses and disbursements reasonably paid or incurred by or on behalf of Lessor in connection with the condemnation proceedings;

(g) To Lessee, the balance of the award.

12.05 APPORTIONMENT AND DISTRIBUTION OF AWARD FOR PARTIAL TAKING: On a partial taking, all sums, including damages and interest awarded for the fee title or the leasehold or both shall be distributed in the following order of priority:

(a) To the cost of restoring the leasehold improvements plus any amount assessed, awarded and paid or incurred to remove and relocate subtenants or licensees plus any amount awarded for detriment to business;

(b) To any mortgagee to whom fee title has been subordinated in a sum equal to any decrease in its security resulting from the taking;

(c) To Lessor the balance due under any note and mortgage encumbering the fee but not having priority over the lease (provided that the amount so paid shall be deducted from any amounts otherwise due to Lessor);

(d) To Lessor for any expenses or disbursements reasonably

and necessarily incurred or paid by or on behalf of Lessor for and in connection with condemnation proceedings;

(e) To Lessee for any expenses or disbursements reasonably and necessarily incurred or paid by or on behalf of Lessee for and in connection with condemnation proceedings;

(f) To any leasehold mortgagee in a sum equal to any decrease in its security resulting from the taking;

(g) To Lessee any diminution in the market value of any options to buy, extend or renew but excluding any value contributed to the option value by the improvements;

(h) To the Lessor any remainder.

12.06 OBLIGATION OF RESTORATION AND IMPROVEMENTS: After the completion of partial taking the Lessee, at its sole cost and expense shall have the obligation to repair, alter, modify or reconstruct the premises in the same manner as provided in this lease relating to maintenance, repairs and alterations; provided that the cost of such alterations, modifications and reconstruction shall not exceed the amount of Lessee's share of the award in paragraph 10.05 of this lease. Notwithstanding the foregoing, Lessee is relieved of the duty to repair, alter, modify or reconstruct if the partial taking occurs during the final fifteen (15) years of the term of this lease.

9. The following provisions are added as Article XIII:

XIII
ASSIGNMENT AND SUBLEASING

13.01 LESSEE'S RIGHT TO ASSIGN: Prior to the completion of construction of the senior citizens apartment complex, the Lessee may not assign this lease or any interest therein, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Following the completion of the senior citizens apartment complex, the Lessee shall have the absolute right to assign or otherwise transfer Lessee's interest in this Lease or any portion thereof and the estate created by this lease at any time during the remaining term of this Lease without the Lessor's consent, provided however that such assignment shall in no way affect the use of the property as a senior citizens apartment complex building.

13.02 RIGHT TO SUBLET: Lessee shall have the absolute right to sublet all or any part or parts of the property or any improvements thereon or both to license their use, and to assign, encumber, extend or renew any such sublease provided that each such sublease shall contain the provision requiring the sublessee to attorn to Lessor or, in the event of any proceedings to foreclose any leasehold mortgage, to the leasehold mortgagee, or any person designated in a notice from leasehold mortgagee, if Lessee defaults under this lease and if the sublessee is notified of Lessee's default and instructed to make sublessee's rental payments to Lessor or leasehold mortgagee or designated person as in this paragraph. The Lessee shall, upon reasonable notice and during normal business hours, permit Lessor to

examine and copy any such sublease.

10. The following provisions are added as Article XIV:

XIV

DEFAULT AND DETERMINATION

14.02 NOTICE BY LESSOR: As a precondition to pursuing any remedy for an alleged default by Lessee, the Lessor shall, before pursuing any such remedy, give notice of default to Lessee and to all qualifying subtenants and mortgagees whose names and addresses were previously given to Lessor in a notice or notices from Lessee or any qualifying mortgagee stating that the notice is for the purpose of notice under this paragraph. A qualifying subtenant is a subtenant in possession under an existing sublease which is allowed by this lease. The qualifying mortgagee is a mortgagee under a mortgage then existing under the provisions of this lease. Each notice of default shall specify in detail the alleged event of default and the intended remedy.

14.03 LESSEE'S RIGHT TO CURE DEFAULT: If the alleged default is nonpayment of rent, taxes or other sums to be paid by Lessee as provided in this lease, Lessee shall have thirty (30) days after notice is given to cure the default. For the cure of any other default, Lessee shall within thirty (30) days after such notice, promptly and diligently commence to cure the default and shall have one hundred twenty (120) days after notice is given to complete the cure of said default, except for a default or delinquency in the payment of any loan secured by a mortgage constituting an encumbrance, in which case the Lessee shall have one hundred twenty (120) days within which to both commence and complete the cure of any such default.

14.04 LESSOR'S REMEDIES: If any default by Lessee shall continue uncured following notice of default as required by this lease for the periods applicable to the default under the provisions of this lease, Lessor shall have the following remedies in addition to any and all rights and remedies provided by law or in equity to which Lessor has the right to resort cumulatively or in the alternative.

(a) Lessor may terminate this lease by giving Lessee written notice of termination. On the giving of such notice, all of Lessee's rights in the property and all improvements shall terminate.

(b) At Lessor's election, Lessor may reenter the premises and without terminating this lease, at any time from time to time relet the premises and improvements or any part or parts of them for the account of and in the name of Lessee or otherwise. Further, Lessor may elect to eject all persons other than a subtenant qualifying under the nondisturbance provisions of this lease. Lessor shall apply all rents from reletting as in the provisions of assignment of subrents. Any reletting may be for the remainder of the term or for a longer or shorter period. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation or occupancy of the property or improvements thereon.

Lessee shall nevertheless pay Lessor on the due date specified in this lease the equivalent of all sums required of Lessee under this lease, less any amounts realized by Lessor as the result of any reletting or attornment.

14.06 ACTION FOR DAMAGES: At Lessor's election, Lessor may bring an action to recover damages from Lessee measured by:

(a) The worth at the time of the award of the unpaid rent which has been earned at the termination of this lease;

(b) The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) Subject to California Civil Code Section 1951.2(c), the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental lost that Lessee provides could be reasonably avoided;

(d) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this lease.

14.07 WAIVER OF BREACH: The waiver by Lessor of any breach by Lessee under any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or a different provision of this lease.

14.08 RIGHTS OF SUBTENANTS: NONDISTURBANCE CLAUSE: Any subtenant of the property or any portion thereof shall have the right at its election to cure a curable default under this lease or under any mortgage then existing under provisions of this lease or both. If any such subtenant cures all defaults then existing, or if any subtenant cures all defaults that are then curable and other defaults are noncurable, or if all then existing defaults are noncurable, then subtenant's possession and use shall not be disturbed by Lessor or by the mortgagee as long as:

(a) The subtenant performs his sublease provisions;

(b) The subtenant attorns to Lessor and mortgagee according to their respective interest; and

(c) Subsequent defaults are cured as in the above provisions or are noncurable.

11. The following provisions are added as Article VX:

XV
ADDITIONAL COVENANTS

15.01 RESTRICTIONS ON ZONING CHANGES: During the term of this

lease, Lessor shall refrain from adopting any ordinance or taking any action which will have the effect of changing or altering the use of the property as an apartment building for senior citizen housing or for residential purposes for other citizens or groups of citizens.

15.02 COVENANT NOT TO CONDEMN: Lessor covenants that during the term of this lease it shall refrain from taking any action which would result in a partial or substantial taking of the property.

12. The following paragraphs are inserted in Article XVI:

16.11 ATTORNEY'S FEES: If either party brings any action or proceeding to enforce, protect or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees. Arbitration shall be considered an "action" or proceeding for the purpose of this provision.

16.12 MEMORANDUM OF LEASE FOR RECORDING: Upon the request of Lessee, Lessor shall execute a memorandum of this lease in recordable form and by this lease does authorize the recordation of any such memorandum of lease, or any amendment or modification hereto as the Lessee may request from time to time. Memorandum of this lease shall describe the parties, set forth the description of the lease of the premises, the term of the lease, and shall incorporate all provisions of this lease by reference.

16.13 AUTHORIZATION: The signatories of Lessor have been authorized to execute this lease on behalf of the Lessor by a duly adopted and recorded resolution of the City Council of the City of Suisun, the City having fully complied with all requirements of its Charter, ordinances, rules, policies and regulations in entering into this lease.

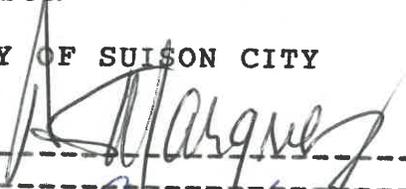
13. In the event of any conflict between the provisions of this Amendment and the Basic Document or the Ground Lease, the provisions of the Basic Document and/or the Ground Lease shall control.

14. As amended hereby, all terms and conditions of the Ground Lease shall remain unchanged and in full force and effect.

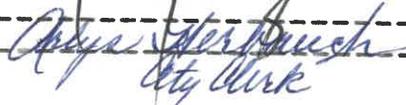
IN WITNESS WHEREOF the parties have executed this Lease the day and year first written above.

LESSOR

CITY OF SUISON CITY

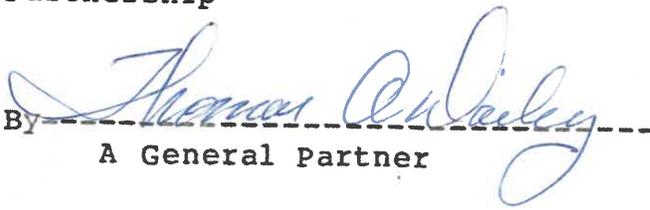
By  -----

By -----

Attest:  -----
City Clerk

LESSEE

D&M DEVELOPMENT CO., a General Partnership

By  -----

A General Partner

DESCRIPTION

Division of the Lands of the City of Suisun City

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being a portion of Parcel 2 as shown on that certain map entitled "Cold Spring Harbor Unit No. 1", recorded in Book 29 of Maps, at Page 30, Solano County Records,

described

PARCEL A

BEGINNING at a point in the west line of the Dover Terrace South Unit #4 Subdivision as shown on the map recorded in Book 30 of Subdivisions at Page 49, Solano County Records, said POINT OF BEGINNING lies S 01°13'25" W, 16.67 ft from the northwest corner of Lot #75 of the said Dover Terrace South Unit #4 Subdivision; thence along the said west boundary of the Dover Terrace South Unit #4 Subdivision S 01°13'25" W, 412.41 ft to the north line of Merganser Drive, said north line also being the north line of Parcel 1 as described in the deed recorded in Book 1976 of Official Records at Page 57298, Instrument No. 35182, Solano County Records; thence along said north line of Merganser Drive S 86°40'00" W, 179.32 ft; thence N 0°14'23" W, 420.42 ft; thence N 89°17'00" E, 186.08 ft to the POINT OF BEGINNING.

CONTAINING: 1.744 Acres, More or Less

"A"

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Casa De Suisun Joint Venture
P. O. Box 38
Davis, CA 95617

CHICAGO TITLE INSURANCE COMPANY

89 MAR -8 AM 8:30

OFFICE OF THE CLERK
COUNTY OF SOLANO, CALIF.
RECORDS DEPARTMENT

REC-3900 PP-18

890010646

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease is entered into by and between The City of Suisun City ("Lessor") and Casa De Suisun Joint Venture, a general partnership ("Lessee"), who agree as follows:

R E C I T A L S

A. Lessor and D & M Development Co., a California general partnership, entered into a ground lease (the "Lease") dated December 27, 1985 and recorded June 11, 1986 in Book 1986 of Official Records, Page 58743, Instrument No. 29345 for the lease of certain real property located in the City of Suisun City, Solano County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Said real property is hereinafter referred to as the "Property".

B. The Lease was amended by written agreement between the City of Suisun City as Lessor and D & M Development Co. as Lessee by instrument recorded November 3, 1986 in Book 1986 of Official Records, Page 130723, Instrument No. 63493.

C. The interest of Lessee under said Lease was assigned by D & M Development Co., a California general partnership, to Merganser Associates, a California general partnership, by instrument recorded December 10, 1987 in Book 1987 of Official Records, Page 166296, Instrument No. 81681.

D. Casa De Suisun Joint Venture, a general partnership, is the current Lessee under the Lease pursuant to the terms of an assignment from Merganser Associates, a California general partnership, which assignment is recorded concurrently and

partnership, which assignment is recorded concurrently and immediately preceding the recordation of this Second Amendment to Ground Lease.

E. Lessor and Lessee desire to further amend the Lease with respect to the following provisions:

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Lessor and Lessee agree that the Lease shall be further amended as follows:

1. The following provisions are added as Article XVII:

XVII

OPTION TO PURCHASE

17.01. GRANT OF OPTION TO LESSEE: Lessor grants to Lessee the option to purchase the Property in accordance with the provisions of this Lease.

17.02. OPTION PERIOD: Tenant shall have the right to exercise the option to purchase at any time during the last five years of the term.

17.03. METHOD OF EXERCISING OPTION: Lessee shall exercise the option by giving notice ("option notice") to Lessor within the option period as set forth in paragraph **17.02**, pursuant to the notice provisions of paragraph **16.02** of the Lease, as amended.

17.04. PURCHASE PRICE: The purchase price shall be set by mutual agreement of the parties or by appraisal. The parties shall have sixty (60) days after Lessor receives the option notice in which to agree on the purchase price. If the parties are unable to agree on the purchase price within that period, then within twenty (20) days after expiration of that period, each party, at its respective cost and by giving notice to the other party, shall appoint a qualified real estate appraiser with at least five years full time commercial appraisal experience in the area in which the Property is located to appraise and set the purchase price of the Property. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the purchase price of the Property. If the

two appraisers are appointed by the parties as stated in this paragraph, they shall meet promptly and attempt to set the purchase price of the Property. If they are unable to agree on the purchase price within thirty (30) days after the second appraiser has been appointed, they shall attempt to select a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two appraisers are given to set the purchase price. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving ten (10) days notice to the other party can apply to the then president of the County Real Estate Board of the County in which the property is located, or to the presiding judge of the Superior Court in that county, for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half of the costs of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the purchase price of the Property. If a majority of the appraisers are unable to set the purchase price within the stipulated period of time, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the purchase price of the Property. If, however, the low appraisal and/or the high appraisal is more than fifteen percent (15%) lower or higher than the middle appraisal, the low appraisal and/or the high appraisal, as the case may be, shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and the total divided by two; the resulting quotient shall be the purchase price of the Property. If both the low and high appraisal are disregarded as stated in this paragraph, the middle appraisal shall be the purchase price of the Property.

In appraising the Property as provided in this paragraph, the appraisers shall value the Property as though the Property were unimproved and free of the existence of this Lease.

After the purchase price of the Property has been set, the appraisers shall immediately notify the parties. If Lessee objects to the purchase price that has been set, Lessee shall have the right to elect to not purchase the Property, as long as Lessee pays all the costs in connection with the appraisal procedure that set the purchase price. Lessee's election not to purchase the Property must be exercised in thirty (30) days after receipt of notice from the appraisers of the purchase price.

17.05. METHOD OF PAYMENT: The purchase price shall be payable in cash in lawful money of the United States to Lessor by Lessee at close of escrow (the date the grant deed is recorded) as provided in paragraph 17.07.

17.06. TITLE TO PROPERTY: Lessor shall deliver to Lessee an executed grant deed in recordable form conveying the Property. Title to the Property shall be conveyed by Lessor to Lessee free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements, and rights of way of record, leases or other tenancy agreements, and other matters of record, except current taxes, those portions of current assessments not yet due and payable, anything of record or not of record that in any way affects title to the Property resulting from the acts or omissions of Lessee and those items shown on Exhibit "B" attached hereto and incorporated herein by reference.

17.07. ESCROW: The sale shall be consummated through an escrow with a title or escrow company of Lessee's choice ("Escrowholder"), to be opened within five business days after the option notice has been given to Lessor. The parties shall execute all documents required by Escrowholder so long as they are consistent with the provisions of this Article 17. Escrow shall close within one hundred twenty (120) days after the purchase price of the Property has been established. Escrow shall be deemed

to be closed pursuant to this Article on the date the grant deed is recorded.

17.08. TITLE INSURANCE: At the close of escrow, Escrowholder must be prepared to issue an ALTA Lender and CLTA Owner Standard Coverage Form Policy of Title Insurance in the amount of the purchase price insuring title to the Property vested in Lessee subject only to the exceptions set forth above.

17.09. PRORATIONS: Rent and any other payments from Lessee to Lessor shall be prorated as of the date of close of escrow. Any payments which are the responsibility of Lessee shall not be prorated. Prepaid rents or security deposits, if any, previously paid by Lessee to Lessor shall be credited to Lessee in the escrow.

17.10. CLOSING COSTS: Transfer taxes, if any, and recording fees on the deed, the cost of the title policy and any escrow charges and other closing costs shall be paid by Lessee.

17.11. SUCCESSORS-IN-INTEREST: The rights and obligations pursuant to this option shall inure the benefit and be binding upon the successors-in-interest and assigns of the parties.

2. Except as set forth in this Second Amendment of Ground Lease, all of the provisions and the Lease of any prior amendments thereto shall remain unchanged and in full force and effect.

3. A condition precedent to this Second Amendment to Ground Lease taking effect is the acquisition of the Property by Casa De Suisun Joint Venture. A fully executed and notarized copy of this Second Amendment to Ground Lease shall be recorded concurrent with and immediately following recordation of the instrument conveying

title to Lessee. Such date of recordation shall be the effective date of this Second Amendment to Ground Lease.

IN WITNESS WHEREOF, the parties execute this amendment the 23rd day of February 1989.

LESSOR:

CITY OF SUISUN CITY

By 
~~CHET J. WYSTIEPEK,~~
~~City Manager~~
James Paul Spering
Mayor

ATTEST:


Arlyn W. Urbaugh
City Clerk

LESSEE:

CASA DE SUISUN JOINT VENTURE,
A General Partnership

By: Senior Housing Associates
VIII, A California
Limited Partnership,
General Partner

By 
THEODORE C. CALDWELL,
General Partner

By: TCC Properties, Inc.,
A California
Corporation,
General Partner

By 
THEODORE C. CALDWELL,
President

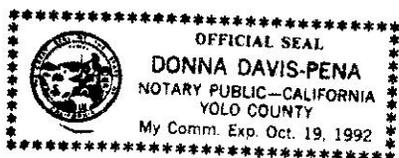
By: Solano Senior Housing,
Ltd., A California
Limited Partnership,
General Partner

By 
BRUCE E. HORRIGAN
General Partner

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 23 day of February, 1989, before me, the undersigned, a Notary Public for said County and State, personally appeared BRUCE E. HERRIGAN, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument on behalf of SOLANO SENIOR HOUSING, LTD., a California limited partnership, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

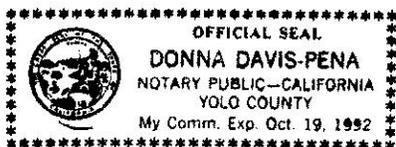


Donna Davis-Pena
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 23 day of February, 1989, before me, the undersigned, a Notary Public for said County and State, personally appeared THEODORE C. CALDWELL, known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument on behalf of SENIOR HOUSING ASSOCIATES VIII, a California limited partnership, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.



Donna Davis-Pena
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Solano)

On this 6th day of March, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared THEODORE C. CALDWELL, ~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument on behalf of TCC PROPERTIES, INC., a California corporation, and acknowledged to me that the corporation executed it as a partner of the partnership and that the partnership executed the same.

WITNESS my hand and official seal.



Patricia J. Castro

Notary Public

STATE OF CALIFORNIA :

COUNTY OF SOLANO :

On this 6th day of March, 1989, before me, _____
Patricia J. Castro, personally appeared _____
James Paul Spering, personally known to me, (or proved to
me on the basis of satisfactory evidence) to be the person who executed this in-
strument as the Mayor of City of Suisun City
and acknowledged to me that the City of Suisun City
executed it.

SIGNATURE: *Patricia J. Castro*

Patricia J. Castro



Parcel "A" as shown on Parcel Map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

RESERVING THEREFROM, a Joint Access Easement "AA" in favor of Parcels "B" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "A" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence Westerly along the Southerly line of said Parcel "A", as shown on the above mentioned Parcel Map, S 86° 40' 00" W 5.02 Ft. to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line of Parcel "A", S 86° 40' 00" W 20.06 Ft.; thence leaving said Southerly line of Parcel "A", N 01° 13' 25" E 358.13 Ft.; thence N. 89° 24' 26" W. 160.10 Ft., to the common lot line of said Parcels "A" and "B"; thence Northerly along said common line of Parcels "A" and "B", N 00° 14' 23" E. 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", S 89° 24' 26" E. 180.44 Ft.; thence S 01° 13' 25" W 376.75 Ft. to the TRUE POINT OF BEGINNING

TOGETHER WITH a Joint Access Easement "BB" In favor of Parcels "A" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "B" also shown on above mentioned Parcel Map described as follows:

All that certain Real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the above mentioned Parcel Map; thence Northerly along the common boundary of said Parcels "A" and "B" as shown on the above mentioned Parcel Map, N 00° 14' 23" E 123.24 Ft.; thence leaving said common line of Parcels "A" and "B", N 88° 16' 05" W 156.25 Ft.; thence N 00° 43' 00" W 242.38 Ft.; thence S 89° 24' 26" E 160.25 Ft., to the common boundary of Parcels "A" and "B" as shown on the above mentioned Parcel Map; thence Northerly along said common line, N 00° 14' 23" E 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", N 89° 24' 26" W, 180.59 Ft.; thence S 00° 43' 00" E 261.99 Ft.; thence N 88° 16' 05" W 5.00 Ft. to the Westerly boundary of Parcel "B" as shown on above Parcel mentioned Parcel Map; thence Southerly along said Westerly boundary of Parcel "B", S 00° 43' 00" E 25.02 Ft. to the common line of Parcels "B" and "C" of above mentioned Parcel Map; thence Easterly along common line of said Parcels "B" and "C" and the prolongation of said common line, S 88° 16' 05" E 155.85 Ft. ; Thence S 00° 14' 23" W 100.45 Ft. to the Southerly line of said Parcel "B"; thence along said Southerly line of said Parcel "B" from a tangent bearing of N 86° 45' 20" E along a curve to the left having a radius of 972.50 Ft., through a central angle of 0° 05' 26" for an arc Length of 1.54 Ft.; thence N 86° 40' 00" E 23.51 Ft. to the POINT OF BEGINNING.

ALSO TOGETHER WITH a Joint Access Easement "CC" in favor of Parcels "A" and

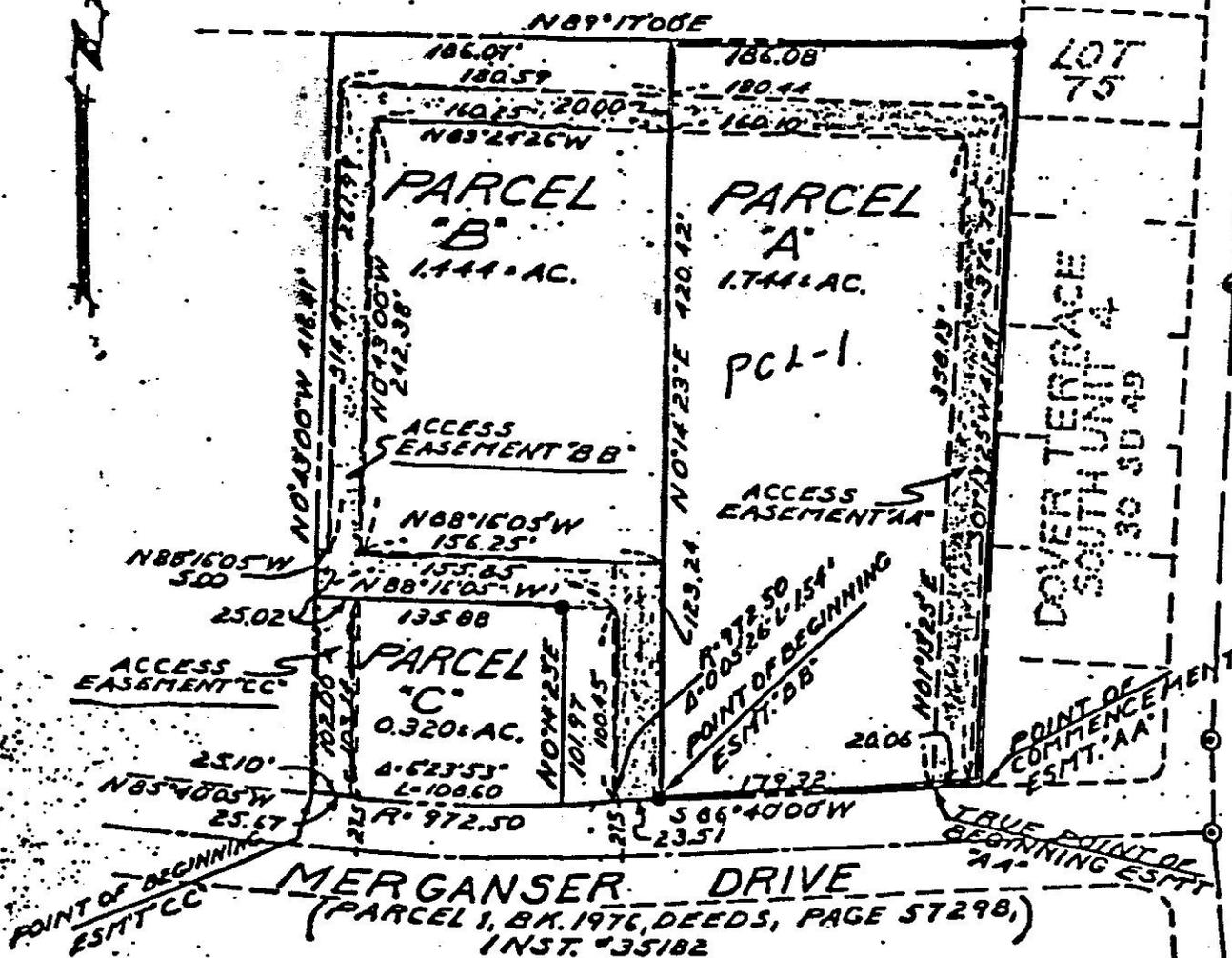
EXHIBIT A, PAGE 1

PARCEL ONE CONTINUED

"B" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps at page 15, Solano County Records, across Parcel "C" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C" as shown on the above mentioned Parcel Map; thence Northerly along the Westerly line of said Parcel "C", N 00° 43' 00" W 102.00 Ft. to the Northwest corner of said Parcel "C", said Northwest corner also being the Southwest corner of Parcel "B"; thence Easterly along the common line of Parcels "B" and "C", S 88° 16' 05" E 25.02 Ft.; thence leaving said common line of said Parcels "B" and "C", S 00° 43' 00" E, 103.14 Ft. to the Southerly line of said Parcel "C"; thence along said Southerly line of Parcel "C", N 85° 40' 00" W 25.10 Ft. to the POINT OF BEGINNING.



**PLAT TO ACCOMPANY
DESCRIPTION
ACCESS EASEMENTS.**

MS **MACKEY & SOMPS**
IN SURVEYING - LAND PLANNING - LAND RIGHTS

FAIRFIELD	1" = 100'	SEPT. 1986	6631-1
<small>6/10/83</small>	<small>SCALE</small>	<small>DATE</small>	<small>JOB NO.</small>

EXHIBIT A, PAGE 3

CHICAGO TITLE INSURANCE COMPANY

PRELIMINARY REPORT

At the date hereof exceptions to coverage, in addition to the printed exceptions and exclusions contained in said policy form, would be as follows:

1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 1988 - 1989.

1st Installment:	\$12,861.28 A LIEN NOW DUE AND PAYABLE
Penalty:	\$
2nd Installment:	\$12,861.28 A LIEN PAYABLE BUT NOT YET DUE
Penalty:	\$
Cost:	\$ 10.00

Land:	\$ 318,240.00
Improvements:	\$1,829.011.00
Exemption:	\$-0-

Code Area:	5005
Assessment No.:	173-010-21
Affects Parcel One	

The above installments include an assessment for \$386.94, for F-S SD Drainage Maintenance District.

The above installments include an assessment for \$1,113.84, for Solano Irrigation Assessment.

The above installments include an assessment for \$1,166.82, for Sunset Avenue Assessment.

- . Property taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 1988 - 1989.

1st Installment:	\$12,391.19 A LIEN NOW DUE AND PAYABLE
Penalty:	\$
2nd Installment:	\$12,391.19 A LIEN PAYABLE BUT NOT YET DUE
Penalty:	\$
Cost:	\$ 10.00

Land:	\$ 265,200.00
Improvements:	\$1,829,011.00
Exemption:	\$-0-

Code Area:	5005
Assessment No.:	173-010-22
Affects Parcel Four	

The above installments include an assessment for \$400.28, for F-S SD Drainage Maintenance.

The above installments include an assessment for \$928.20, for Solano Irrigation District Assessment.

The above installments include an assessment for \$968.40, for Sunset Avenue Assessment.

CHICAGO TITLE INSURANCE COMPANY

2. An assessment by the improvement district shown below

Assessment (or Bond) No.: 8503
Series: 1915
District: SUISUN CITY - SUNSET AVENUE
For: 15 years
Bond issued: 1975-76
Original Amount: \$10,180.75

Said assessment is collected with the county/city property taxes.
Affects Parcel One

Assessment (or Bond) No.: 8503
Series: 1915
District: SUISUN CITY - SUNSET AVENUE
For: 15 years
Bond issued: 1975-76
Original Amount: \$8,425.45

Said assessment is collected with the county/city property taxes.
Affects Parcel Four

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.
4. The herein described property may be subject to possible liens, assessments and charges of the Dixon Resource Conservation District.
5. The herein described property may be subject to possible liens, assessments and charges of the Solano Irrigation District.
6. A covenant and agreement
Executed by: D & M DEVELOPMENT COMPANY, a California general partnership
In favor of: HOUSING AUTHORITY OF THE CITY OF SUISUN CITY
Recorded: December 27, 1985 in Book 1985 of Official Records, Page 123763
Instrument No.: 61807

Which among other things provides:

The right of the City of Suisun City to regulate and control the sale and occupancy of said land as a part of said authority's low and moderate income housing program, pursuant to California Health and Safety Code Chapter 1, Part 2 of Division 24 (commencing with section 34200 of said City of Suisun City.

CONTINUED

Order No. 63110
Page 3

CHICAGO TITLE INSURANCE COMPANY

7. A covenant and agreement

Executed by: HOUSING AUTHORITY OF THE CITY OF SUISUN CITY
In favor of: D & M DEVELOPMENT COMPANY, a California general
partnership and THE CITY OF SUISUN CITY
Recorded: May 14, 1986 in Book 1986 of Official Records,
Page 46545
Instrument No.: 23715

Which among other things provides:

The right of the City of Suisun City to regulate and control the sale and occupancy of said land as a part of said authority's low and moderate income housing program, pursuant to California Health and Safety Code Chapter 1, Part 2 of Division 24 (commencing with Section 34200) of said City of Suisun City

8. An easement for the purposes shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below.

Map of: PARCEL MAP
Recorded: September 18, 1986 in Book 30 of Maps, Page 15
Easement purpose: A Joint Access
Affects: Southerly portion of Parcel Four

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: PACIFIC GAS AND ELECTRIC COMPANY, a California
corporation
(No representation is made as to the present ownership of said easement)
Purpose: Public Utilities
Recorded: February 2, 1987 in Book 1987 of Official Records,
Page 14159
Instrument No.: 7898
Affects: A portion of the premises

10. An easement for the purpose shown below and rights incidental thereto as reserved in a document

Purpose: Joint Access "BB" and "AA"
Recorded: December 10, 1987 in Book 1987 of Official Records,
Page 166309
Instrument No.: 81682
Affects: A portion of the premises

CONTINUED

CHICAGO TITLE INSURANCE COMPANY

11. An agreement (and the provisions contained therein) which states that as a condition precedent to granting a loan SAMCO (lender) has requested the City to subordinate its fee title interest in the subject property to the lien of SAMCO's deed of trust, and the Authority to subordinate its interest in the property described herein by virtue of a certain Regulatory Agreement, dated December 1, 1985, said interest appears to be subordinate to the Deed of Trust
Recorded: December 10, 1987 in Book 1987 of Official Records, Page 166326
Instrument No.: 81685
By Agreement
Recorded: December 10, 1987 in Book 1987 of Official Records, Page 166314
Instrument No.: 81684
12. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
Amount: \$2,100,000.00
Dated: December 1, 1987
Trustor: MERGANSER ASSOCIATES, a California general partnership
Trustee: SAMCO AUXILIARY CORPORATION, a California corporation
Beneficiary: SAVINGS ASSOCIATION MORTGAGE CO., INC. a California corporation
Address: 1333 Lawrence Expressway, Suite 330, Santa Clara, CA 95051
Loan No.: 102002
Recorded: December 10, 1987 in Book 1987 of Official Records, Page 166326
Instrument No.: 81685
Affects Parcel Four
13. The terms, conditions and provisions as contained in that certain document
Entitled: SAVINGS ASSOCIATIONS MORTGAGE COMPANY, INC.,
Regulatory Agreement
Executed By and Between: MERGANSER ASSOCIATES, a California General Partnership and SAVINGS ASSOCIATIONS MORTGAGE COMPANY, INC.
Recorded: December 10, 1987 in Book 1987 of Official Records, Page 166335
Instrument No.: 81686
Affects Parcel Four

CONTINUED

CHICAGO TITLE INSURANCE COMPANY

14. An agreement (and the provisions contained therein) which states that as a condition precedent to granting a loan SAMCO (lender) has requested the City to subordinate its fee title interest in the subject property to the lien of SAMCO'S deed of trust, and the Authority to subordinate its interest in the property described herein by virtue of a certain Regulatory Agreement, dated December 1, 1985, said interest appears to be subordinate to the Deed of Trust
- Recorded: December 10, 1987 in Book 1987 of Official Records,
Page 166354
- Instrument No.: 81688
- By Agreement
Recorded: December 10, 1987 in Book 1987 of Official Records,
page 166341
- Instrument No.: 81687
Affects Parcel One
15. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
- Amount: \$1,400,000.00
Dated: December 1, 1987
Trustor: MERGANSER ASSOCIATES, a California general partnership
Trustee: SAMCO AUXILIARY CORPORATION, a California corporation
Beneficiary: SAVINGS ASSOCIATIONS MORTGAGE CO., Inc., a California corporation
- Address: 1333 Lawrence Expressway, Suite 330, Santa Clara, CA 95051
Loan No.: 102001
Recorded: December 10, 1987 in Book 1987 of Official Records,
Page 166354
- Instrument No.: 81688
Affects Parcel One
16. The terms, conditions and provisions as contained in that certain document
- Entitled: SAVINGS ASSOCIATIONS MORTGAGE COMPANY, INC.,
Regulatory Agreement
- Executed By and Between: MERGANSER ASSOCIATES, a California general partnership,
and SAVINGS ASSOCIATIONS MORTGAGE COMPANY, INC.
- Recorded: December 10, 1987 in Book 1987 of Official Records,
Page 166362
- Instrument No.: 81689
Affects Parcel One
17. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
- Amount: \$451,682.00
Dated: October 2, 1987
Trustor: MERGANSER ASSOCIATES
Trustee: WESTERN TITLE INSURANCE COMPANY
Beneficiary: CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
Address: 921 Tenth Street, 3H, Sacramento, CA 95814-2774
Loan No.: NONE STATED
Recorded: December 29, 1987 in Book 1987 of Official Records,
Page 173745
- Instrument No.: 85137
Affects Parcel One

CHICAGO TITLE INSURANCE COMPANY

18. A document entitled REGULATORY AGREEMENT- NUMBER 83-RHC-139 Rental Housing Construction Program, executed by MERGANSER ASSOCIATES, a California general partnership and THE CITY OF SUISUN CITY, a California housing Authority, on the terms, conditions, and provisions contained therein recorded December 29, 1987 in Book 1987 of Official Records, page 173755, Instrument No. 85138 Affects Parcel One
19. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
Amount: \$50,000.00
Dated: May 25, 1988
Trustor: MERGANSER ASSOCIATES, a California general partnership
Trustee: FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation
Beneficiary: MAURICE S. SKODAK and MARIE F. SKODAK
Address: 387 W. "I" Street, Benicia, CA 94510
Loan No.: NONE STATED
Recorded: July 8, 1988 in Book 1988 of Official Records, Page 81830
Instrument No.: 38682
20. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors and their successors in interest, in the lease described or referred to in Schedule A of this report.
21. The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease described or referred to in Schedule A of this report.
22. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

END OF EXCEPTIONS

Note No. 1: The following is the last conveyance of record affecting said land:
Grantor: D & M DEVELOPMENT CO., a California general partnership
Grantee: MERGANSER ASSOCIATES, a California general partnership
Recorded: December 10, 1987 in Book 1987 of Official Records, Page 166309
Instrument No.: 81682

CONTINUED

CHICAGO TITLE INSURANCE COMPANY

Note No. 2: This Company will require that a full copy of any unrecorded lease referred to herein be furnished to this Company, together with all supplements, assignments and amendments, before issuing any policy of title insurance.

Note No. 3: Before issuing any insurance, this Company will require a certification signed by an authorized representative of the Housing Authority of the City of Suisun City, stating that there has been full compliance with the provision of the low-income housing program as referenced in Item No. 6 and 7 & 8 of Schedule B herein.

Note No. 4: If this order is cancelled, the charge will be that amount which is proper compensation for services rendered, but in no event shall the charge be less than the amount required by State Law.

Note No. 5: Your order for title work calls for a search of property that is identified by a street address only. Based on our records, we believe that the description in this report covers the parcel that you requested. However, we can give no assurance of this.

To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require that written approval of the legal description in this report be sent to us, signed by the Escrow Officer or by the parties to the transaction.

12/21/88
jmm

**GARLAND &
ASSOCIATES**
REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

June 15, 2017

Ted Caldwell
P.O. Box 38
Davis, CA 95617

Subject: 320- 322 Merganser Dr., Suisun City
Leased Fee Interest Appraisal

Dear Mr. Caldwell:

The following is a restricted use appraisal report. You are the sole intended user of this report. This report transmits only the most important information and conclusions of my appraisal. This document is not intended to transmit most of the information typically found in an appraisal report. My research and analysis notes remain in my file.

The subject of this appraisal is Solano County APNs 0173-010-21 and 0173-010-22. The legal descriptions may be found in Fidelity National Title Company Preliminary Reports 06-737176-CD dated July 5, 2006 and 06-737177-KZ dated July 5, 2006. The property has street addresses of 320 and 322 Merganser Dr., Suisun City.

Each parcel is improved with a late 1980s built apartment complex. These buildings are leasehold improvements on ground leased land. The land was leased on December 27, 1985, for a 55-year term from January 1, 1986 through December 31, 2041. The lease calls for a \$1.00 per year rent. You have reported to me that the entire 55-year lease rent was paid in full at the beginning of the lease. The lessee is responsible for all property expenses including taxes.

Of significance, the ground lease second amendment included a *Grant of Option to the Lessee*. The lessee was granted the right to purchase the fee interest at any time during the last five years of the lease. The option agreement specifies the sale price will be determined without consideration of the lease, and less clearly references the sale price will be determined without consideration of the buildings.

The option specifies the lessor and lessee can mutually agree upon a sale price. If lessor/lessee agreement is not reached there is a defined, somewhat typical, multiple appraisers and appraisals processes to establish the sale price.

The option talks about the sale price, without specification of the basis of the sale price. There is a lot of discussion of the process of how the sale price number is to be reached. However, there is no discussion of what the sale price number is to represent.

The process discussion directly addresses not considering the lease in the sale price establishment. The discussion vaguely discusses land; I think intending to mean not including the buildings. In my opinion, the likely legal interpretation of this poorly worded provision is that the appraisals are to be of the market value of the fee simple interest excluding the structural and site improvements. However, there is certainly the potential of litigation as to the meaning of the second amendment paragraph **17.04 Purchase Price**.

The subject of this current appraisal is the fee interest as encumbered by the ground lease. I have formed a professional opinion of the current market value of the leased fee interest. I have utilized The Appraisal Institute *Dictionary of Real Estate Appraisal*, 6th Edition, definition of Market Value.

In this assignment I am communicating the results of my appraisal in a restricted use report format in conformance with the Uniform Standards of Professional Standards of Professional Appraisal Practice (USPAP) Standard 2-2 (b). As such, the research and analysis remain in my work file and are not presented within this restricted use appraisal report.

You are the sole intended user of this report. The sole intended use is for consideration in offering to purchase the leased fee interest in the land. I inspected the subject property May 25, 2017, which is the date of value of this appraisal.

To my knowledge the subject property has not sold during the past three years. Also, to my knowledge there have been no offers to sell, or offers to buy, the subject property within the past three years.

Analysis

The leased fee interest of the subject property serves as a long term passive investment; the lease creates no annual income nor obligations to the owner of the fee interest. While it is technically possible that the lessee would not exercise their purchase option, and the buildings might revert to the fee owner at the end of the lease, that potential is remote at best. The more reasonable analytical premiss is the lessee will exercise their purchase option, and purchase the fee interest at the then land value sale price.

The current highest and best use of the leased fee interest is the only legal use of the property; which is to wait 19.5 to 24.5 years to receive the then land value through the tenant exercising their option to purchase the subject fee interest.

Because there is no interim income the current value of the subject leased fee interest is the present value of the future reversion of the land. This is somewhat analogous to a zero-coupon bond.

From an investment perspective the major difference between the subject and a zero-coupon bond is the reversion of a zero-coupon bond is the face value of the bond, but the subject reversion is the land value at the time of the reversion. While land values may or may not trend closely with the general inflation rates, land is a well established inflation hedge investment. On the other hand zero coupon bond reversion amounts do not index or trend with inflation.

Another significant difference between the subject leased fee interest, and a zero coupon bonds is the manner in which the investment yield is taxed. The holder of the zero coupon bond pays income tax on the unpaid, but accrued interest each year. However, all of the effective interest, or yield, on the subject property investment will be taxed as real property capital gains when the reversion occurs.

Yet another significant difference between the subject leased fee interest, and a zero coupon bonds is that a zero-coupon bond is a highly liquid asset. It can be sold on the bond market within minutes. However, the subject leased fee interest is a highly illiquid asset. It is an unusual asset, that is not the target of any particular investment buyer profile.

Because the subject is a real property asset that creates no revenue stream to service debt, the subject property leased fee interest is not financeable, at least not financeable as real property secured financing. It is a cash only buyer profile asset.

It is possible that the buyer might be well healed and seeking to fund future grandchildren college educations, or some such motivation. However, other than you, being the current leasehold interest owner seeking to assemble the fee interest, finding a buyer of the subject is a challenge at best. It is that generic buyer, not a specific buyer that is the definition of market value buyer profile.

The only valid valuation methodology for such a unique real property interest is a discounted cashflow analysis. Because the only cashflow is the reversion, this is a straightforward calculation. The inputs to the calculation are complex but the actual calculation process is a standard present value of a dollar math function.

The inputs to this calculation are, the reversionary value, and the discount rate. Again on the surface these appear to be simple inputs. However, I certainly don't know what land values are going to be in 19.5 to 24.5 years in the future, and neither does a current potential buyer of the subject.

A current land value certainly can and will be estimated. That is however no more valid future value indication than trying to look at 1993 land sales to form an opinion of the current land value. One method of estimating a future land value the applying an anticipated appreciation rate, which is a WAG if one ever existed. In that analytical approach the appropriate discount rate then needs to be weighed similarly on the conservative/liberal spectrum.

That is, if a conservative appreciation rate is used, then a conservative appreciation component of the discount rate needs to be applied. If the appreciation rate is forecast as a large rate, then the appreciation component discount rate needs to be similarly large or bold.

An alternative approach is to analyze the current value as the reversion and discount at a true yield rate exclusive of the inflation rate component. Most of the volatility over time in interest rates, discount rates, and other present value of a dollar functions has to do with volatility in inflation rates. In analyzing low risk true yield rates (exclusive of inflation rates) over decades they have typically fallen within the range 2% to 3% with the total yield being 2% to 3% plus the inflation rate.

Because the future inflation rate and future total yield rate expectation are at best a guess and are applied equally to the land value, and the discount rate, I would be inclined to discount the current land value 19.5 to 24.5 years in the future by a true yield discount rate of 2.5% annually.

However, because of the lack of financeability and other lack of investment liquidity factors, in my opinion an appropriate discount rate is 3%.

The present value factor of a dollar, 19.5 years in the future at 3% is 0.561858.

The present value factor of a dollar, 24.5 years in the future at 3% is 0.484664.

In forming an opinion of the current land value I have considered the recent land sales summarized in the following table.

#	Location	Zoning	Sale Date	Sale Price	Sq Ft	\$/Sq Ft
1	3900 Business Center Dr. Fairfield	RH	08/14	\$6,000,000	532,739 net usable	\$11.36
2	SEC Walters Rd & E. Tabor Ave. Suisun City	MF & C	12/14	\$1,999,000	373,745 G* 257,000 N*	\$5.35 \$7.80
3	3950 Business Center Dr. Fairfield	RH	04/15	\$1,200,000	245,678 G* 139,828 N*	\$4.88 \$8.58
4	Eton Ct., Fairfield	RH	04/15	\$1,495,000	202,554	\$7.36
5	1972 Tabor Ave., Fairfield	RM	02/16	\$1,100,000	179,032	\$6.14

* G = gross, N = net

My analysis of these sales leads me to the opinion that the current land value is in the range of \$7.00 to \$8.00 per square foot as calculated below

$$138,520 \text{ Sq Ft} \times \$7.00/\text{Sq Ft} = \$969,640$$

$$138,520 \text{ Sq Ft} \times \$8.00/\text{Sq Ft} = \$1,108,160$$

Rounded to a \$1,000,000 current fee simple land value

Then discounting the constant dollar (non-inflated) \$1,000,000 reversion in the future leads to the following discounting calculations.

\$1,000,000 future reversion in 19.5 years x 0.561858 PV factor = \$561,858

\$1,000,000 future reversion in 24.5 years x 0.484664 PV factor = \$484,664

Rounded to \$500,000

In my opinion the current Market Value of the Leased Fee interest in the subject property is \$500,000.

Because of the lack of liquidity of the subject property, in my opinion of the necessary exposure time to have resulted in a sale of the subject property on the date of value would have been in the range of two years.

ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice defines a Hypothetical Condition as:

An assumption which is contrary to what is firmly known to exist, but is supposed or assumed for the purpose of discussion or analysis. In compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), we are informing readers and users of this appraisal that the use of a Hypothetical Condition was utilized in our analysis and impacts the assignment analysis, conclusions and opinions.

This appraisal is subject to the following *SPECIFIC* assumptions and limiting conditions:

1. The Client is Ted Caldwell. The intended user is the Client. The sole intended use of this appraisal is for Client consideration in potentially purchasing the leased fee interest in the subject property. Any other parties choosing to utilize this appraisal do so at their own risk, and without our consent.
2. Current Title Reports were not provided as part of this assignment. It is a specific assumption of this appraisal that there are no title issues or encumbrances that would have an impact on value.

This appraisal is subject to the following *GENERAL* assumptions and limiting conditions:

1. Reliance upon this report by any intended user is implied concurrence that the Scope of Work of the appraisal assignment is appropriate for the intended use of that user.
2. It is the responsibility of the Client to read this report and to inform the appraisers 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 specifically stated in this report, nothing contained herein shall be construed to represent any direct or indirect recommendation 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.

ASSUMPTIONS AND LIMITING CONDITIONS (continued)

4. 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 I become aware of such during the inspection. I have no knowledge of the existence of such substances on or in the property unless otherwise stated and 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 that 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.
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, 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. 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 estimate 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.

ASSUMPTIONS AND LIMITING CONDITIONS (continued)

11. Any sketches in this report are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and I assume no responsibility for these dimensions.
12. Neither all nor any parts of the content of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute, or to the MAI or SRA designations) shall be disseminated to the public through any media or to any other parties without prior written consent and approval.
13. Ronald G. Garland is certified by the State of California as General Real Estate Appraisers. However, 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. I assume that there are no hidden or unapparent conditions which would influence the value of the subject property.

SCOPE OF 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 and interest appraised, extraordinary assumptions, values to be reported, and any other appropriate restrictions or limitations to be placed on the scope of the assignment.
2. Ronald Garland inspected the subject property on May 25, 2017.
3. Investigated the current ownership and recent history of the subject property.
4. Investigated the city, area, and immediate location in relation to the impact of these locales on the subject property.
5. Reviewed relevant sections of the ground lease, and the second amendment to the ground lease.
6. Formed an opinion of the highest and best use of the subject property.
7. Researched comparable sales, including public records, other appraisers, active and knowledgeable brokers, and publications providing comparable sale data.
8. Inspected all of the comparable sales used in analysis.
9. Confirmed comparable data to the extent necessary, preferably with parties immediate to each transaction.
10. Researched and analyzed current discount rate indicators in the marketplace, including sales of long term ground leased properties and current zero-coupon bond rates.
11. Developed an opinion of the value of the subject property by use of appropriate appraisal techniques.
12. Prepared this written restricted use appraisal report document.

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 personally inspected the property that is the subject of this report.
9. No person provided significant real property appraisal assistance to the persons signing this report.

10. 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.
11. 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, Ronald G. Garland has completed the continuing education program of the Appraisal Institute.
13. I have the necessary education and experience to competently perform this appraisal assignment.
14. Ronald G. Garland is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).
15. This appraisal is intended to be in compliance with the Uniform Standards of Professional Appraisal Practice.
16. I have not performed any other service on these properties during the prior three years.



Ronald G. Garland, MAI, SRA
CA #AG001662



Date

PROFESSIONAL QUALIFICATIONS of RONALD G. GARLAND, MAI, SRA

Ronald G. Garland, MAI, SRA is a real property analyst and appraiser, experienced in the appraisal of single and multi-family residential, subdivision, office, retail, light industrial, speculative land, development land, and agricultural land. In addition to appraisal, Mr. Garland is experienced in the analysis and valuation of various complex and special purpose properties, along with development valuation, analysis, and feasibility studies. Specialized studies include absorption analysis, financial feasibility analysis, development cash flow analysis, conservation easements, and complex or specialized property highest and best use analysis. Mr. Garland has testified as an expert witness in the Solano, Napa, Contra Costa and Sacramento County Superior Courts and the United States Bankruptcy Court - Eastern District of California relating to various real estate valuation topics. Mr. Garland has taught seminars on the appraisal of conservation easements for both the Northern California and Sierra Nevada Chapters of the Appraisal Institute and for the California Council of Land Trust. Mr. Garland has been published in the California Land Use Law & Policy Reporter.

Mr. Garland holds both the MAI and SRA designations of the Appraisal Institute and has been recertified under the voluntary program of continuing education for the designated members of the Institute. Mr. Garland served an elected term as a member of the National Board of Directors of the Appraisal Institute from 1996 through 1999 and served as the 1995 President of the San Francisco Bay Area Chapter of the Appraisal Institute. Mr. Garland is also certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).

EMPLOYMENT

July, 1983	Owner/Operator, Garland and Associates
July, 1979	District Appraisal Officer, Bank of America
December, 1976	Appraiser, Merced County Assessor's Office

EDUCATION

University	University of California at Davis, Bachelor of Science in Agricultural Science and Management (1976)
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Appraisal Courses	Appraisal Institute: Litigation Appraising: Specialized Topics and Applications (2013) The Appraiser as an Expert Witness: Preparation & Testimony (2013) Condemnation Appraising: Principles and Applications (2013) Business Practice and Ethics (2007) (2013) Valuation of Conservation Easements (2008) Effective Appraisal Writing (2004) Uniform Appraisal Standards for Federal Land Acquisitions - (Yellow Book)(2002)
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PROFESSIONAL QUALIFICATIONS
RONALD G. GARLAND, MAI, SRA (continued)

Appraisal Courses

Appraisal Institute: (cont.)

Advanced Income Capitalization (1998)
Advanced Sales Comparison and Cost Approaches (1996)
Highest & Best Use and Market Analysis (1995)
Capitalization Theory & Techniques, Part B (AIREA, 1986)
Valuation and Report Writing (AIREA, 1985) Case Studies (AIREA, 1985)
Electronic Spreadsheet in the Appraisal Office (AIREA, 1985)
Residential Valuation (AIREA, 1984)
Subdivision Analysis (AIREA, 1982)
Introduction to Appraisal (SREA, 1978)
Income Property Appraisal (SREA, 1978)

RECENT CONTINUING EDUCATION

Seminars/Workshops

Appraisal Institute:

Appraisal Litigation Conference (2013) (2012) (2011) (2009)
Appraising the Appraisal (2012)
The Death of Redevelopment in California (2012)
Wind Projects and Land Value (2012)
Diminution of Value and Severance Damages (2011)
Annual Summer Conference (2011)
IRS Valuation Summit II (2011)
Qualitative Analysis (2011)
Wetlands, Waterways & Unusual Valuation Issues (2011)
Economic Forecast (2010 & 2011)
Partial Interests/GIS/Ad Valorem Tax/Managing Trainees (2006)
California Conservation Easements (2005)
Water Rights Symposium sponsored by ASFMRA (2005)
Market Analysis and A Site to Do Business (2005)
Eminent Domain California Update (2005)
Estimating Loss in Value (2004)
Appraisal Litigation Practice and Courtroom Management (2003)
Case Studies in Limited Partnership and Common Tenancy (2003)
Entitlement, Land Subdivision and Valuation (2001)
Communications Corridors, Tower Sites, and Property Rights (2001)
Federal Land Exchanges and Acquisitions: Appraisal Issues Applications (2000)
Public Interest Value vs. Market Value Seminar (1999)
The Condemnation Process (1998)
Wetlands Valuation (1998)
Valuation of Detrimental Conditions (1998)

International Right of Way Association

Transportation Corridors (1999)
Taking "Special" out of Benefits (1997)
Condemnation Appraising and Mock Trial (1997)
Contaminated Properties (1993)

PROFESSIONAL QUALIFICATIONS
RONALD G. GARLAND, MAI, SRA (continued)

AFFILIATIONS

Northern California Chapter, Appraisal Institute
Sacramento Sierra Chapter, Appraisal Institute

RECENT PROFESSIONAL ACTIVITIES

Appraisal Institute:

Sacramento Sierra Chapter Annual Tahoe Conference, What the Heck is
Usufructuary Rights (2016)
Chair of 2014 and 2015 Annual Spring Litigation Conferences (2014-2015)
Spring Litigation Conference Committee (2011) (2012) (2013)
California State Legislative Subcommittee (2013-2014)
Member of the National Nominations Committee (2000)
Member of the National Board of Directors (1997-1999)
Region I Vice Chair (1997-1998)
National Finance Committee (1998-1999)
San Francisco Bay Area Chapter President (1995)
San Francisco Bay Area Chapter Vice President (1994)
San Francisco Bay Area Chapter Treasurer (1993)
Northern California Chapter Secretary (1992)
Northern California Chapter Board of Directors (1989-92)
Sierra-Nevada Chapter Board of Directors (1989-91)
Northern California Chapter Long Range Planning Committee (1989)
Northern California Chapter Admissions Committee (1986-90)
Professional Standards Review and Counseling Committee (1984-91)

Other:

Committee Work and Seminar Presentations - California
Council of Land Trusts (2012 - 2014)

COMMUNITY ACTIVITIES

Cordelia Rotary, Charter Member and 2001-2002 President

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GARLAND & ASSOCIATES

REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

September 19, 2019

Ted Caldwell
P.O. Box 38
Davis, CA 95617

Subject: 320- 322 Merganser Dr., Suisun City
Leased Fee Interest Appraisal of the Land as if Vacant

Dear Mr. Caldwell:

The following is a restricted use appraisal report. You are the sole intended user of this report. This report transmits only the most important information and conclusions of my appraisal. This document is not intended to transmit most of the information typically found in an appraisal report. My research and analysis notes remain in my file.

The subject of this appraisal is Solano County APNs 0173-010-21 and 0173-010-22. The legal descriptions may be found in Fidelity National Title Company Preliminary Reports 06-737176-CD dated July 5, 2006 and 06-737177-KZ dated July 5, 2006. The property has street addresses of 320 and 322 Merganser Dr., Suisun City.

Each parcel is improved with a late 1980s built apartment complex. These buildings are leasehold improvements on ground leased land. The land was leased on December 27, 1985, for a 55-year term from January 1, 1986 through December 31, 2041. The lease calls for a \$1.00 per year rent. You have reported to me that the entire 55-year lease rent was paid in full at the beginning of the lease. The lessee is responsible for all property expenses including taxes.

Of significance, the ground lease second amendment included a *Grant of Option to the Lessee*. The lessee was granted the right to purchase the fee interest at any time during the last five years of the lease. The option agreement specifies the sale price will be determined without consideration of the lease, and less clearly references the sale price will be determined without consideration of the buildings.

The option specifies the lessor and lessee can mutually agree upon a sale price. If lessor/lessee agreement is not reached there is a defined, somewhat typical, multiple appraisers and appraisals processes to establish the sale price.

The option talks about the sale price, without specification of the basis of the sale price. There is a lot of discussion of the process of how the sale price number is to be reached. However, there is no discussion of what the sale price number is to represent.

The process discussion directly addresses not considering the lease in the sale price establishment. The discussion vaguely discusses land; I think intending to mean not including the buildings. In my opinion, the likely legal interpretation of this poorly worded provision is that the appraisals are to be of the market value of the fee simple interest excluding the structural and site improvements. However, there is certainly the potential of litigation as to the meaning of the second amendment paragraph **17.04 Purchase Price**.

The subject of this current appraisal is the fee interest of the land, as if vacant, as encumbered by the ground lease. I have formed a professional opinion of the current market value of the leased fee interest. I have utilized The Appraisal Institute *Dictionary of Real Estate Appraisal*, 6th Edition, definition of Market Value.

In this assignment I am communicating the results of my appraisal in a restricted use report format in conformance with the Uniform Standards of Professional Standards of Professional Appraisal Practice (USPAP) Standard 2-2 (b). As such, the research and analysis remain in my work file and are not presented within this restricted use appraisal report.

You are the sole intended user of this report. The sole intended use is for consideration in offering to purchase the leased fee interest in the land. I inspected the subject property September 17, 2019, which is the date of value of this appraisal.

To my knowledge the subject property has not sold during the past three years. Also, to my knowledge there have been no offers to sell, or offers to buy, the subject property within the past three years.

Analysis

The leased fee interest of the subject property as if vacant land, serves as a long term passive investment; the lease creates no annual income nor obligations to the owner of the fee interest. While it is technically possible that the lessee would not exercise their purchase option, and the buildings might revert to the fee owner at the end of the lease, that potential is remote at best. The more reasonable analytical premiss is the lessee will exercise their purchase option, and purchase the fee interest at the then land value sale price.

The current highest and best use of the leased fee interest is the only legal use of the property; which is to wait 17.5 to 22.5 years to receive the then land value through the tenant exercising their option to purchase the subject fee interest of the land as if vacant.

Because there is no interim income the current value of the subject leased fee interest is the present value of the future reversion of the land. This is somewhat analogous to a zero-coupon bond.

From an investment perspective the major difference between the subject and a zero-coupon bond is the reversion of a zero-coupon bond is the face value of the bond, but the subject reversion is the land value at the time of the reversion. While land values may or may not trend closely with the general inflation rates, land is a well established inflation hedge investment. On the other hand zero coupon bond reversion amounts do not index or trend with inflation.

Another significant difference between the subject leased fee interest, and a zero coupon bonds is the manner in which the investment yield is taxed. The holder of the zero coupon bond pays income tax on the unpaid, but accrued interest each year. However, all of the effective interest, or yield, on the subject property investment will be taxed as real property capital gains when the reversion occurs.

Yet another significant difference between the subject leased fee interest, and a zero coupon bonds is that a zero-coupon bond is a highly liquid asset. It can be sold on the bond market within minutes. However, the subject leased fee interest is a highly illiquid asset. It is an unusual asset, that is not the target of any particular investment buyer profile.

Because the subject is a real property asset that creates no revenue stream to service debt, the subject property leased fee interest is not financeable, at least not financeable as real property secured financing. It is a cash only buyer profile asset.

It is possible that the buyer might be well healed and seeking to fund future grandchildren college educations, or some such motivation. However, other than you, being the current leasehold interest owner seeking to assemble the fee interest, finding a buyer of the subject is a challenge at best. It is that generic buyer, not you as a specific buyer that is the definition of market value buyer profile.

The only valid valuation methodology for such a unique real property interest is a discounted cashflow analysis. Because the only cashflow is the reversion, this is a straightforward calculation. The inputs to the calculation are complex but the actual calculation process is a standard present value of a dollar math function.

The inputs to this calculation are, the reversionary value, and the discount rate. Again on the surface these appear to be simple inputs. However, I certainly don't know what land values are going to be in 17.5 to 22.5 years in the future, and neither does a current potential buyer of the subject.

A current land value certainly can and will be estimated. That is however no more valid future value indication than trying to look at 1995 land sales to form an opinion of the current land value. One method of estimating a future land value the applying an anticipated appreciation rate, which is a WAG if one ever existed. In that analytical approach the appropriate discount rate then needs to be weighed similarly on the conservative/liberal spectrum.

That is, if a conservative appreciation rate is used, then a conservative appreciation component of the discount rate needs to be applied. If the appreciation rate is forecast as a large rate, then the appreciation component discount rate needs to be similarly large or bold.

An alternative approach is to analyze the current value as the reversion and discount at a true yield rate exclusive of the inflation rate component. Most of the volatility over time in interest rates, discount rates, and other present value of a dollar functions has to do with volatility in inflation rates. In analyzing low risk true yield rates (exclusive of inflation rates) over decades they have typically fallen within the range 2% to 3% with the total yield being 2% to 3% plus the inflation rate.

Because the future inflation rate and future total yield rate expectation are at best a guess and are applied equally to the land value, and the discount rate, I would be inclined to discount the current land value 17.5 to 22.5 years in the future by a true yield discount rate of 2.5% annually.

However, because of the lack of financeability and other lack of investment liquidity factors, in my opinion an appropriate discount rate is 3%.

The present value factor of a dollar, 17.5 years in the future at 3% is 0.596075.

The present value factor of a dollar, 22.5 years in the future at 3% is 0.514180.

In forming an opinion of the current land value I have considered the recent land sales summarized in the following table.

#	Location	Zoning	Sale Date	Sale Price	Sq Ft	\$/ Sq Ft
1	SW corner Allison Dr. & Travis Wy Vacaville	HDR -PD	12/18	\$5,500,000	649,480 G* 477,853N*	\$8.47 \$11.51
2	4625 Mangels Blvd. Fairfield (Rockville Terrace site)	IBP	01/15	\$1,700,000 ¹	216,929	\$7.84
3	160 ± Tabor Ave (APN0034-122-10) Fairfield	RH	11/18	\$325,000	66,646	\$4.88
4	3950 Business Center Dr. Fairfield	RH	04/15	\$1,200,000	245,678 G* 139,828 N*	\$4.88 \$8.58
5	Eton Ct., Fairfield	RH	04/15	\$1,495,000	202,554	\$7.36
6 5	1972 Tabor Ave., Fairfield	RM	02/16	\$1,100,000	179,032	\$6.14

* G = gross, N = net

1. The original negotiated price was \$1,700,000, which was negotiated down to \$1,150,000 due to earthquake damage to the site during the escrow period. The \$1,700,000 price is the undamaged site value in this sale transaction.

My analysis of these sales leads me to the opinion that the current land value is in the range of \$7.00 to \$8.00 per square foot as calculated below

$$138,520 \text{ Sq Ft} \times \$7.00/\text{Sq Ft} = \$969,640$$

$$138,520 \text{ Sq Ft} \times \$8.00/\text{Sq Ft} = \$1,108,160$$

Rounded to a \$1,000,000 current fee simple land value

Then discounting the constant dollar (non-inflated) \$1,000,000 reversion in the future leads to the following discounting calculations.

$$\$1,000,000 \text{ future reversion in 17.5 years} \times 0.596075 \text{ PV factor} = \$596,075$$

$$\$1,000,000 \text{ future reversion in 22.5 years} \times 0.514180 \text{ PV factor} = \$514,180$$

Rounded to \$550,000

In my opinion the current Market Value of the Leased Fee interest in the subject property land as if vacant, is \$550,000.

Because of the lack of liquidity of the subject property, in my opinion of the necessary exposure time to have resulted in a sale of the subject property on the date of value would have been in the range of two years.

ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice defines a Hypothetical Condition as:

An assumption which is contrary to what is firmly known to exist, but is supposed or assumed for the purpose of discussion or analysis. In compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), we are informing readers and users of this appraisal that the use of a Hypothetical Condition was utilized in our analysis and impacts the assignment analysis, conclusions and opinions.

Hypothetical Condition:

the subject land is improved with an apartment complex. The appraisal is of the land as if vacant. Intrinsically this means the appraisal is subject to the hypothetical condition that the site is vacant, which is not its known physical condition.

This appraisal is subject to the following *SPECIFIC* assumptions and limiting conditions:

1. The Client is Ted Caldwell. The intended user is the Client. The sole intended use of this appraisal is for Client consideration in potentially purchasing the leased fee interest in the subject property. Any other parties choosing to utilize this appraisal do so at their own risk, and without our consent.
2. Current Title Reports were not provided as part of this assignment. It is a specific assumption of this appraisal that there are no title issues or encumbrances that would have an impact on value.

This appraisal is subject to the following *GENERAL* assumptions and limiting conditions:

1. Reliance upon this report by any intended user is implied concurrence that the Scope of Work of the appraisal assignment is appropriate for the intended use of that user.
2. It is the responsibility of the Client to read this report and to inform the appraisers of any errors or omissions of which he/she is aware of before using this report or making it available to a third party.

ASSUMPTIONS AND LIMITING CONDITIONS (continued)

3. Unless specifically stated in this report, nothing contained herein shall be construed to represent any direct or indirect recommendation 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.
4. 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 I become aware of such during the inspection. I have no knowledge of the existence of such substances on or in the property unless otherwise stated and 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 that 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.
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, 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.

ASSUMPTIONS AND LIMITING CONDITIONS (continued)

10. 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 estimate 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.
11. Any sketches in this report are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and I assume no responsibility for these dimensions.
12. Neither all nor any parts of the content of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute, or to the MAI or SRA designations) shall be disseminated to the public through any media or to any other parties without prior written consent and approval.
13. Ronald G. Garland is certified by the State of California as General Real Estate Appraisers. However, 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. I assume that there are no hidden or unapparent conditions which would influence the value of the subject property.

SCOPE OF APPRAISAL

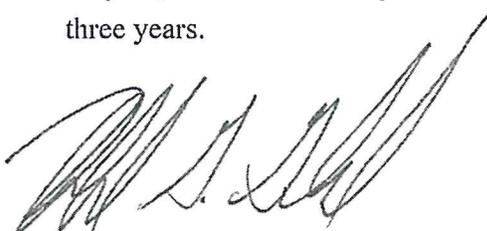
1. Discussed with the Client the nature of the assignment, including an agreement of the purpose and intended use of the report, date of valuation and report, property rights and interest appraised, extraordinary assumptions, values to be reported, and any other appropriate restrictions or limitations to be placed on the scope of the assignment.
2. Ronald Garland inspected the subject property on September 17, 2019.
3. Investigated the current ownership and recent history of the subject property.
4. Investigated the city, area, and immediate location in relation to the impact of these locales on the subject property.
5. Reviewed relevant sections of the ground lease, and the second amendment to the ground lease.
6. Formed an opinion of the highest and best use of the subject property.
7. Researched comparable sales, including public records, other appraisers, active and knowledgeable brokers, and publications providing comparable sale data.
8. Inspected all of the comparable sales used in analysis.
9. Confirmed comparable data to the extent necessary, preferably with parties immediate to each transaction.
10. Researched and analyzed current discount rate indicators in the marketplace, including sales of long term ground leased properties and current zero-coupon bond rates.
11. Developed an opinion of the value of the subject property by use of appropriate appraisal techniques.
12. Prepared this written restricted use appraisal report document.

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 personally inspected the property that is the subject of this report.
9. No person provided significant real property appraisal assistance to the persons signing this report.

10. 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.
11. 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, Ronald G. Garland has completed the continuing education program of the Appraisal Institute.
13. I have the necessary education and experience to competently perform this appraisal assignment.
14. Ronald G. Garland is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).
15. This appraisal is intended to be in compliance with the Uniform Standards of Professional Appraisal Practice.
16. I have previously appraised the subject property for the same client and intended use on May 25, 2017. I have not performed any other service on these properties during the prior three years.



Ronald G. Garland, MAI, SRA
CA #AG001662

9/19/19

Date

PROFESSIONAL QUALIFICATIONS of RONALD G. GARLAND, MAI, SRA

Ronald G. Garland, MAI, SRA is a real property analyst and appraiser, experienced in the appraisal of single and multi-family residential, subdivision, office, retail, light industrial, speculative land, development land, and agricultural land. In addition to appraisal, Mr. Garland is experienced in the analysis and valuation of various complex and special purpose properties, along with development valuation, analysis, and feasibility studies. Specialized studies include absorption analysis, financial feasibility analysis, development cash flow analysis, conservation easements, and complex or specialized property highest and best use analysis. Mr. Garland has testified as an expert witness in the Solano, Napa, Contra Costa and Sacramento County Superior Courts and the United States Bankruptcy Court - Eastern District of California relating to various real estate valuation topics. Mr. Garland has taught seminars on the appraisal of conservation easements for both the Northern California and Sierra Nevada Chapters of the Appraisal Institute and for the California Council of Land Trust. Mr. Garland has been published in the California Land Use Law & Policy Reporter.

Mr. Garland holds both the MAI and SRA designations of the Appraisal Institute and has been recertified under the voluntary program of continuing education for the designated members of the Institute. Mr. Garland served an elected term as a member of the National Board of Directors of the Appraisal Institute from 1996 through 1999 and served as the 1995 President of the San Francisco Bay Area Chapter of the Appraisal Institute. Mr. Garland is also certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).

EMPLOYMENT

July, 1983	Owner/Operator, Garland and Associates
July, 1979	District Appraisal Officer, Bank of America
December, 1976	Appraiser, Merced County Assessor's Office

EDUCATION

University	University of California at Davis, Bachelor of Science in Agricultural Science and Management (1976)
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Appraisal Courses	Appraisal Institute: Litigation Appraising: Specialized Topics and Applications (2013) The Appraiser as an Expert Witness: Preparation & Testimony (2013) Condemnation Appraising: Principles and Applications (2013) Business Practice and Ethics (2007) (2013) Valuation of Conservation Easements (2008) Effective Appraisal Writing (2004) Uniform Appraisal Standards for Federal Land Acquisitions - (Yellow Book)(2002)
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PROFESSIONAL QUALIFICATIONS
RONALD G. GARLAND, MAI, SRA (continued)

Appraisal Courses

Appraisal Institute: (cont.)
Advanced Income Capitalization (1998)
Advanced Sales Comparison and Cost Approaches (1996)
Highest & Best Use and Market Analysis (1995)
Capitalization Theory & Techniques, Part B (AIREA, 1986)
Valuation and Report Writing (AIREA, 1985) Case Studies (AIREA, 1985)
Electronic Spreadsheet in the Appraisal Office (AIREA, 1985)
Residential Valuation (AIREA, 1984)
Subdivision Analysis (AIREA, 1982)
Introduction to Appraisal (SREA, 1978)
Income Property Appraisal (SREA, 1978)

RECENT CONTINUING EDUCATION

Seminars/Workshops

Appraisal Institute:
Appraisal Litigation Conference (2013) (2012) (2011) (2009)
Appraising the Appraisal (2012)
The Death of Redevelopment in California (2012)
Wind Projects and Land Value (2012)
Diminution of Value and Severance Damages (2011)
Annual Summer Conference (2011)
IRS Valuation Summit II (2011)
Qualitative Analysis (2011)
Wetlands, Waterways & Unusual Valuation Issues (2011)
Economic Forecast (2010 & 2011)
Partial Interests/GIS/Ad Valorem Tax/Managing Trainees (2006)
California Conservation Easements (2005)
Water Rights Symposium sponsored by ASFMRA (2005)
Market Analysis and A Site to Do Business (2005)
Eminent Domain California Update (2005)
Estimating Loss in Value (2004)
Appraisal Litigation Practice and Courtroom Management (2003)
Case Studies in Limited Partnership and Common Tenancy (2003)
Entitlement, Land Subdivision and Valuation (2001)
Communications Corridors, Tower Sites, and Property Rights (2001)
Federal Land Exchanges and Acquisitions: Appraisal Issues Applications (2000)
Public Interest Value vs. Market Value Seminar (1999)
The Condemnation Process (1998)
Wetlands Valuation (1998)
Valuation of Detrimental Conditions (1998)

International Right of Way Association
Transportation Corridors (1999)
Taking "Special" out of Benefits (1997)
Condemnation Appraising and Mock Trial (1997)
Contaminated Properties (1993)

PROFESSIONAL QUALIFICATIONS
RONALD G. GARLAND, MAI, SRA (continued)

AFFILIATIONS

Northern California Chapter, Appraisal Institute
Sacramento Sierra Chapter, Appraisal Institute

RECENT PROFESSIONAL ACTIVITIES

Appraisal Institute:

Sacramento Sierra Chapter Annual Tahoe Conference, What the Heck is
Usufructuary Rights (2016)
Chair of 2014 and 2015 Annual Spring Litigation Conferences (2014-2015)
Spring Litigation Conference Committee (2011) (2012) (2013)
California State Legislative Subcommittee (2013-2014)
Member of the National Nominations Committee (2000)
Member of the National Board of Directors (1997-1999)
Region I Vice Chair (1997-1998)
National Finance Committee (1998-1999)
San Francisco Bay Area Chapter President (1995)
San Francisco Bay Area Chapter Vice President (1994)
San Francisco Bay Area Chapter Treasurer (1993)
Northern California Chapter Secretary (1992)
Northern California Chapter Board of Directors (1989-92)
Sierra-Nevada Chapter Board of Directors (1989-91)
Northern California Chapter Long Range Planning Committee (1989)
Northern California Chapter Admissions Committee (1986-90)
Professional Standards Review and Counseling Committee (1984-91)

Other:

Committee Work and Seminar Presentations - California
Council of Land Trusts (2012 - 2014)

COMMUNITY ACTIVITIES

Cordelia Rotary, Charter Member and 2001-2002 President

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AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: Adoption of Council Resolution No. 2019-__ : A Resolution of the City Council of the City of Suisun City Accepting the Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project

FISCAL IMPACT: Acceptance of this Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project as complete will not have fiscal impact on the General Fund as project costs were accounted for in the Building Maintenance budget for Fiscal Year 2019/20. The project work has been completed for a final project amount of \$57,300.

BACKGROUND: The 30-year old fire alarm panel and system was failing and needed to be replaced. The City started the process to advertise for the replacement of the panel and the system. The City hired a certified consultant from Alarmtech Security Systems to produce plans and specifications for this project. The City was ready to advertise and bid this project when it was discovered that the fire panel had a catastrophic failure and was no longer monitoring the fire alarm sound and water suppression system in the City Hall and Police Department buildings.

The Fire Department and City Manager were notified that the system failed and was no longer operable. The Fire Chief sent a notice to the City informing us that this was a major safety concern. Per California State Fire Code, Chapter 9 Fire Protection, Section 901.7 and Suisun City Municipal Code, Section 15.04.020 Uniform Code, the City needed to have dedicated staff to conduct a fire watch as their only duty to patrol the City Hall building. The Police Department is occupied 24/7 and Dispatch monitored the building so that building did not need monitoring to comply with the Fire Code and City Municipal Code.

The project was already out to bid with an aggressive timeline at the time of the failure. Typically, the bid process is three to four weeks to give contractors time to complete their bid proposals. The shortest timeframe for a project of this size would have been fourteen (14) days. The City decided to use the shorter timeframe due to the urgency of this project.

After receiving notice from the Fire Department regarding the requirement to provide fire watch personnel for the City Hall, staff met with the Fire Chief, Police Chief, and the City Manager to discuss option to provide this patrol. It was decided that this was an emergency project pertaining to safety issues to the public and City staff as outlined in Administrative Directive 5, Section XI Emergency Purchases which states, "In the case of an emergency as defined below, purchases may be made without following the regular or open purchase procedures. An emergency is defined as a situation where life, health, safety, or convenience of citizens are involved, and where it is impossible or impractical to follow regular purchase order procedures." After the discovery of the failure, the City decided that Alarmtech Security Systems was the best contractor to complete this project and City Council approved this project at the September 3rd Council Meeting.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Gemma Geluz, Administrative Assistant II
 Matthew Medill, Public Works Director
 Greg Folsom, City Manager

STAFF REPORT: On September 3, 2019, Alarmtech Security Systems was awarded the contract for the fire alarm replacement project for \$57,300. The work included replacing the current fire alarm panel & installing it in the electric room; placing two fire panel attenuators or subpanels (one in Police Dispatch, and one in the City Hall lobby); upgrading the fire alarms to Fire Code and American with Disabilities Act regulations; adding necessary fire alarms in the bathrooms and throughout the buildings; and adding fire alarm pull stations in the Council Chambers and at the back lobby door in the City Hall.

The fire alarm system will be monitored by Police Dispatch since it is staffed 24/7. Dispatchers, Fire Department personnel, and key staff were trained on how to read, monitor, and reset the fire panels. The City Hall and Police Department buildings each have a separate fire alarm. If the alarm sounds in the Police Department, then it will not sound in the City Hall and vice versa. Although both panel attenuators will alarm. The panels will also show which area alarm is sounding. Dispatch can reset the alarms after the Fire Department clears the emergency.

Both attenuator panels have the same functionality as the main panel in the electric room. It was decided to place the main panel in the electric room for inspection and repair purposes. By placing the main panel in a location outside the Dispatch Center, when the annual inspection occurs or when any repairs are needed it does not disrupt the dispatchers if they are on a call.

The fire alarm system in both buildings were live tested just after the project was completed, and on September 26, 2019 when the Fire Department performed the final inspection. The Fire Department, Police Department, and City Hall has access to the keys for the fire alarms to reset the alarm pulls, main panel and the panel attenuators.

Staff recommends accepting the Project as completed and authorizing the City Manager to file and record the Notice of Completion with the County, which will then start the one-year warranty period on the completed improvements.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019-__ : A Resolution of the City Council of the City of Suisun City Accepting the Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project

ATTACHMENTS:

1. Resolution No. 2019-__ : A Resolution of the City Council of the City of Suisun City Accepting the Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project
2. Notice of Completion

RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE FIRE ALARM PANEL REPLACEMENT
AT SUISUN CITY HALL AND POLICE DEPARTMENT PROJECT AS COMPLETE,
AND AUTHORIZING THE CITY MANAGER TO RECORD
THE NOTICE OF COMPLETION FOR THE PROJECT**

WHEREAS, the fire alarm panel for the City Hall and Police Department buildings needed replacement; and

WHEREAS, it was discovered the fire alarm panel for the City Hall and Police Department buildings suffered a catastrophic failure and needed to be replaced; and

WHEREAS, per the California State Fire Code, Chapter 9, Section 901.7, and the Suisun City Municipal Code Section 15.04.030 required the City Hall and Police Department buildings to have a functioning fire alarm system; and

WHEREAS, the deficiency required emergency repair for the health and safety of the public and City employees in the buildings; and

WHEREAS, the City hired a certified consultant, Alarmtech Security Systems, to produce plans and specifications for a voluntary upgrade of existing fire alarm system to bring the system up to current Fire Code, Building Code, and American with Disabilities Act regulations; and

WHEREAS, on September 3, 2019, the City Council awarded the construction contract for the Fire Alarm Replacement at City Hall and Police Department to Alarmtech Security Systems; and

WHEREAS, Alarmtech Security Systems has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Fire Alarm Replacement at Suisun City Hall and Police Department Project as completed, and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 22nd day of October 2019, 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 22nd day of October 2019.

Donna Pock, CMC
Deputy City Clerk

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WHEN RECORDED MAIL TO:

Name Public Works Department
Street CITY OF SUISUN CITY
Address 701 CIVIC CENTER BLVD.
City & SUISUN CITY, CA 94585
State, Zip

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. 0032-180-580

Notice is hereby given that:

- The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is City of Suisun City
- The full address of the undersigned is 701 Civic Center Blvd.
Suisun City, CA 94585
- The nature of the title of the undersigned is: In fee. N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES ADDRESSES

- The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

NAMES ADDRESSES

(If no transfer made, insert "none.")

- A work of improvement on the property hereinafter described was completed on October 22, 2019
- The name of the contractor, if any, for such work of improvement was Alarmtech Security Systems
(Triton Construction)

(If no contractor for work of improvement as a whole, insert "none.")

- The property on which said work of improvement was completed is in the City of Suisun City
County of Solano, State of California, and is described as follows:
Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project

- The street address of said property is 701 Civic Center Boulevard, Suisun City, CA 94585

- I declare under penalty of perjury the foregoing is true and correct.

Signature of
owner named
in paragraph 2 _____

Dated: _____

By Greg Folsom, City Manager

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AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: Council Adoption of Resolution No. 2019-__: Amending the Salary Schedule Adopted by Resolution No. 2019-93 to Update Salary Ranges for Non-Exempt Fire Department Classifications.

FISCAL IMPACT: Monthly salary rates paid to non-exempt Fire Captains and Fire Engineers will not change; however, Staff anticipates a reduction in the cost of overtime, which cannot be quantified for FY 2019-20.

BACKGROUND: On September 3, 2019, the City Council adopted Resolution 2019-93 to create several new job classifications and associated salary ranges within the Fire Department, including Fire Division Chief, Fire Captain and Fire Engineer. Subsequent to Council action, existing staff members were reclassified and recruitments were held for Fire Division Chief, Fire Captain and Fire Engineer. Several provisional job offers have been extended.

STAFF REPORT: During the recruitment process, City Staff confirmed that the hourly rates listed in the Salary Schedule for the non-exempt classes of Fire Captain and Fire Engineer did not correctly account for base overtime hours included in the regular schedules for those classes. Under the Federal Fair Labor Standards Act (FLSA) employees must be paid overtime when they work more than 40 hours in a work week. However, the Section 7(k) exception allows for law enforcement and fire protection employees to be paid overtime on a work period basis instead, permitting the City to schedule Fire Captains and Fire Engineers to a work schedule of 56 hours per week - 53 hours at straight time and 3 hours as time-and-a-half overtime. Improper calculation of the scheduled overtime hours caused the hourly rate to be overstated resulting in overpayment to the effected employees for non-scheduled overtime. Staff estimates two incumbent employees were overpaid less than \$1,500 in the three pay periods since the new salary schedule was enacted. Because this was an error by the City, the impacted employees will not have to refund the overpayment.

Moving forward, the top step hourly rates should be adjusted as shown below:

Classification	Current Monthly	Current Hourly	Proposed Monthly	Proposed Hourly	Hourly Change
Fire Captain	\$7,823	\$34.06	\$7,823	\$31.40	-\$2.66
Fire Engineer	\$7,171	\$31.22	\$7,171	\$28.78	-\$2.44

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Scott T. Corey, Senior Management Analyst
 Joe Dingman, Administrative Services Director
 Greg Folsom, City Manager

This change does not affect the base monthly pay earned by the impacted employees. If approved, the new pay rates would go into effect with the start of the current pay period on October 18, 2019.

Fire Captains are represented by the Suisun City Management and Professional Employees' Association (SCMPEA), which was consulted. SCMPEA has waived its right to meet and confer on this issue.

Staff has prepared a Resolution with attached Salary Schedule for Council consideration.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2019-___: Amending the Salary Schedule Adopted by Resolution No. 2019-93 to Update Salary Ranges for Non-Exempt Fire Department Classifications.

ATTACHMENTS:

1. Resolution No. 2019-___: Amending the Salary Schedule Adopted by Resolution No. 2019-93 to Update Salary Ranges for Non-Exempt Fire Department Classifications.

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RESOLUTION NO. 2019-__

**AMENDING THE SALARY SCHEDULE ADOPTED BY RESOLUTION NO. 2019-93
TO UPDATE SALARY RANGES FOR NON-EXEMPT FIRE DEPARTMENT
CLASSIFICATIONS**

WHEREAS, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges within a Compensation Plan to establish appropriate compensation for the various Classes; and

WHEREAS, the authority to approve new job Classifications, establish Pay Ranges for each Classification and approve placement of new Classifications in appropriate bargaining units each by resolution is the purview of the City Council; and

WHEREAS, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to the Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

WHEREAS, the City Council on September 3, 2019, adopted Resolution No. 2019-93 to create within the Fire Department the new Job Classifications of Fire Captain and Fire Engineer with associated Salary Ranges; and

WHEREAS, subsequent to that City Council action, Staff realized an error was made in calculating the hourly rates for those Classifications resulting in potential overpayment for non-scheduled overtime; and

WHEREAS, appropriate bargaining units have been consulted in accordance with the Employer-Employee Relations Resolution (Reso. No. 74-33).

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

- The Salary Schedule adopted by Resolution No. 2019-93 is hereby rescinded and replaced with the updated Salary Schedule attached hereto as Exhibit A to correct and update the hourly rates for Fire Captain and Fire Engineer.

This Resolution shall take effect upon adoption.

1 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of
2 Suisun City duly held on Tuesday, the 22nd day of October 2019, by the following vote:

3 **AYES:** Councilmembers: _____
4 **NOES:** Councilmembers: _____
5 **ABSENT:** Councilmembers: _____
6 **ABSTAIN:** Councilmembers: _____

7 **WITNESS** my hand and the seal of said City this 22nd day of October 2019.

8 _____
9 Donna Pock, CMC
10 Deputy City Clerk

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EXHIBIT A

Section No. 1: Executive Management Salary Schedule

Effective: July 30, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Manager* (1)	100	\$ 13,161	\$ 75.93	\$ 17,767	\$ 102.50
Fire Chief*	115	\$ 10,695	\$ 61.70	\$ 13,000	\$ 75.00
Police Chief*	110	\$ 10,695	\$ 61.70	\$ 13,000	\$ 75.00
Administrative Services Director*	108	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Development Services Director*	128	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Pub. Wks. & Bldg. Director/City Engineer*	123	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Recreation, Parks & Marina Director*	140	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Community Development Director*	130	\$ 7,548	\$ 43.54	\$ 10,189	\$ 58.78
Economic Development Director*	125	\$ 7,548	\$ 43.54	\$ 10,189	\$ 58.78
Chief Building Official*	135	\$ 7,548	\$ 43.54	\$ 10,189	\$ 58.78

***Exempt**

(1) City Manager salary adjustments set by contract and effective July 1.

EXHIBIT A

Section No. 1: Executive Management Salary Schedule

Effective: December 27, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Manager* (1)	100	\$ 13,161	\$ 75.93	\$ 17,767	\$ 102.50
Fire Chief*	115	\$ 10,005	\$ 57.72	\$ 13,507	\$ 77.93
Police Chief*	110	\$ 10,005	\$ 57.72	\$ 13,507	\$ 77.93
Administrative Services Director*	108	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Development Services Director*	128	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Pub. Wks. & Bldg. Director/City Engineer*	123	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Recreation, Parks & Marina Director*	140	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Community Development Director*	130	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Economic Development Director*	125	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Chief Building Official*	135	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08

***Exempt**

(1) City Manager salary adjustments set by contract and effective July 1.

EXHIBIT A

Section No. 2: Police Management Salary Schedule

Effective: July 30, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
Police Chief*	110	\$ 10,695	\$ 61.70	\$ 13,000	\$ 75.00
Police Commander*	255	\$ 7,525	\$ 43.42	\$ 10,159	\$ 58.61

***Exempt**

EXHIBIT A

Section No. 2: Police Management Salary Schedule

Effective: December 27, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
Police Chief*	110	\$ 10,005	\$ 57.72	\$ 13,507	\$ 77.93
Police Commander*	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90

***Exempt**

EXHIBIT A

Section No. 3: Professional/Technical Salary Schedule

Effective: October 18, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Engineer*	267	\$ 7,547	\$ 43.54	\$ 10,189	\$ 58.78
Police Commander*	255	\$ 7,525	\$ 43.42	\$ 10,159	\$ 58.61
Fire Division Chief*	237	\$ 6,899	\$ 39.80	\$ 9,314	\$ 53.73
Public Works Superintendent*	265	\$ 6,849	\$ 39.51	\$ 9,246	\$ 53.34
Financial Services Manager*	225	\$ 6,288	\$ 36.28	\$ 8,489	\$ 48.98
Accounting Services Manager*	207	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Building Inspection Services Manager*	216	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
IT Services Manager*	276	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Police Support Services Manager*	270	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Assistant/Associate Engineer-Associate*	221	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Fire Captain (2,912 annual hours)	202	\$ 5,342	\$ 23.26	\$ 7,823	\$ 31.40
Senior Management Analyst*	238	\$ 5,754	\$ 33.20	\$ 7,768	\$ 44.82
Senior Planner*	239	\$ 5,754	\$ 33.20	\$ 7,768	\$ 44.82
Project Manager*	260	\$ 5,492	\$ 31.69	\$ 7,415	\$ 42.78
Senior Accountant*	205	\$ 5,492	\$ 31.69	\$ 7,415	\$ 42.78
Senior Building Inspector*	215	\$ 5,492	\$ 31.69	\$ 7,415	\$ 42.78
Assistant/Associate Engineer-Assistant*	220	\$ 5,486	\$ 31.65	\$ 7,406	\$ 42.73
Assistant/Associate Planner-Associate*	251	\$ 5,231	\$ 30.18	\$ 7,062	\$ 40.74
Management Analyst I/II-II*	236	\$ 5,231	\$ 30.18	\$ 7,062	\$ 40.74
Marina & Waterfront Events Manager*	240	\$ 5,231	\$ 30.18	\$ 7,062	\$ 40.74
Housing Manager*	230	\$ 5,029	\$ 29.01	\$ 6,789	\$ 39.17
Marketing Manager*	245	\$ 4,775	\$ 27.55	\$ 6,446	\$ 37.19
Accountant*	200	\$ 4,755	\$ 27.43	\$ 6,420	\$ 37.04
Assistant/Associate Planner-Assistant*	250	\$ 4,755	\$ 27.43	\$ 6,420	\$ 37.04
Management Analyst I/II-I*	235	\$ 4,755	\$ 27.43	\$ 6,420	\$ 37.04
Dispatch/Records Supervisor*	223	\$ 4,462	\$ 25.74	\$ 6,023	\$ 34.75
Public Works Supervisor*	222	\$ 4,440	\$ 25.62	\$ 5,994	\$ 34.58
Sec to City Mgr/Dep City Clerk*	300	\$ 4,171	\$ 24.06	\$ 5,630	\$ 32.48
Recreation Supervisor*	241	\$ 3,796	\$ 21.90	\$ 5,125	\$ 29.57

Bold denotes benchmark class

***Exempt**

EXHIBIT A

Section No. 3: Professional/Technical Salary Schedule

Effective: December 27, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Engineer*	267	\$ 7,842	\$ 45.24	\$ 10,586	\$ 61.07
Police Commander*	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90
Fire Division Chief*	237	\$ 7,168	\$ 41.35	\$ 9,677	\$ 55.83
Public Works Superintendent*	265	\$ 7,116	\$ 41.05	\$ 9,606	\$ 55.42
Financial Services Manager*	225	\$ 6,534	\$ 37.69	\$ 8,820	\$ 50.89
Accounting Services Manager*	207	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Building Inspection Services Manager*	216	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
IT Services Manager*	276	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Police Support Services Manager*	270	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Assistant/Associate Engineer-Associate*	221	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Fire Captain (2,912 annual hours)	202	\$ 6,021	\$ 24.16	\$ 8,128	\$ 32.62
Senior Management Analyst*	238	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
Senior Planner*	239	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
Project Manager*	260	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Accountant*	205	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Building Inspector*	215	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Assistant/Associate Engineer-Assistant*	220	\$ 5,700	\$ 32.89	\$ 7,695	\$ 44.39
Assistant/Associate Planner-Associate*	251	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
Management Analyst I/II-II*	236	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
Marina & Waterfront Events Manager*	240	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
Housing Manager*	230	\$ 5,225	\$ 30.15	\$ 7,054	\$ 40.70
Marketing Manager*	245	\$ 4,961	\$ 28.62	\$ 6,698	\$ 38.64
Accountant*	200	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Assistant/Associate Planner-Assistant*	250	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Management Analyst I/II-I*	235	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Dispatch/Records Supervisor*	223	\$ 4,636	\$ 26.74	\$ 6,258	\$ 36.11
Public Works Supervisor*	222	\$ 4,613	\$ 26.62	\$ 6,228	\$ 35.93
Sec to City Mgr/Dep City Clerk*	300	\$ 4,333	\$ 25.00	\$ 5,850	\$ 33.75
Recreation Supervisor*	241	\$ 3,944	\$ 22.75	\$ 5,324	\$ 30.72

Bold denotes benchmark class

***Exempt**

EXHIBIT A

Section No. 4: Police Non-Management Salary Schedule

Effective: December 28, 2018

Job Class w/ Incentive &/or Assignment Pay	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly										
Police Officer	400	\$5,253	\$30.31	\$5,516	\$31.82	\$5,792	\$33.41	\$6,081	\$35.08	\$6,385	\$36.84	N/A	N/A	N/A	N/A
Police Officer w/ POST Basic Certificate	403	\$5,306	\$30.61	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	\$7,110	\$41.02	N/A	N/A	N/A	N/A
Police Corporal	415	N/A	N/A	N/A	N/A	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	N/A	N/A
Police Corporal w/ POST Int. Cert.	416	N/A	N/A	N/A	N/A	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	\$7,110	\$41.02	N/A	N/A
Police Corporal w/ POST Int. & Adv.	417	N/A	N/A	N/A	N/A	\$6,449	\$37.21	\$6,772	\$39.07	\$7,110	\$41.02	\$7,466	\$43.07	N/A	N/A
Police Sergeant	450	\$6,603	\$38.09	\$6,933	\$40.00	\$7,279	\$42.00	\$7,643	\$44.10	\$8,026	\$46.30	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$6,933	\$40.00	\$7,279	\$42.00	\$7,643	\$44.10	\$8,026	\$46.30	\$8,427	\$48.62	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$7,279	\$42.00	\$7,643	\$44.10	\$8,026	\$46.30	\$8,427	\$48.62	\$8,848	\$51.05	N/A	N/A	N/A	N/A

Bold denotes benchmark class

EXHIBIT A

Section No. 4: Police Non-Management Salary Schedule

Effective: December 27, 2019

Job Class w/ Incentive &/or Assignment Pay	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly										
Police Officer	400	\$5,458	\$31.49	\$5,731	\$33.06	\$6,017	\$34.72	\$6,318	\$36.45	\$6,634	\$38.27	N/A	N/A	N/A	N/A
Police Officer w/ POST Basic Certificate	403	\$5,306	\$30.61	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$39.04	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$5,846	\$33.72	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	\$7,461	\$43.04	N/A	N/A	N/A	N/A
Police Corporal	415	N/A	N/A	N/A	N/A	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	N/A	N/A
Police Corporal w/ POST Int. Cert.	416	N/A	N/A	N/A	N/A	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	\$7,461	\$43.04	N/A	N/A
Police Corporal w/ POST Int. & Adv.	417	N/A	N/A	N/A	N/A	\$6,767	\$39.04	\$7,105	\$40.99	\$7,461	\$43.04	\$7,834	\$45.19	N/A	N/A
Police Sergeant	450	\$6,928	\$39.97	\$7,274	\$41.97	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$48.58	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$7,274	\$41.97	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$48.58	\$8,842	\$51.01	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$48.58	\$8,842	\$51.01	\$9,284	\$53.56	N/A	N/A	N/A	N/A

Bold denotes benchmark class

EXHIBIT A

Section No. 5: General City Service

Effective: October 18, 2019

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Computer Technician	545	\$5,190	\$29.94	\$5,449	\$31.44	\$5,722	\$33.01	\$6,008	\$34.66	\$6,308	\$36.39
Building Inspector I/II-II	521	\$4,937	\$28.48	\$5,184	\$29.91	\$5,443	\$31.40	\$5,715	\$32.97	\$6,001	\$34.62
Public Works Inspector	570	\$5,189	\$29.94	\$5,449	\$31.44	\$5,721	\$33.01	\$6,007	\$34.66	\$6,308	\$36.39
Youth Services Specialist	590	\$4,606	\$26.57	\$4,836	\$27.90	\$5,078	\$29.30	\$5,332	\$30.76	\$5,599	\$32.30
Senior Public Safety Dispatcher	530	\$4,504	\$25.99	\$4,730	\$27.29	\$4,966	\$28.65	\$5,214	\$30.08	\$5,475	\$31.59
Building Inspector I/II-I	520	\$4,489	\$25.90	\$4,714	\$27.20	\$4,950	\$28.56	\$5,197	\$29.98	\$5,457	\$31.48
Human Resources Technician	519	\$4,401	\$25.39	\$4,621	\$26.66	\$4,853	\$28.00	\$5,095	\$29.40	\$5,350	\$30.87
Permit Technician	518	\$4,401	\$25.39	\$4,621	\$26.66	\$4,853	\$28.00	\$5,095	\$29.40	\$5,350	\$30.87
Housing Specialist I/II-II	561	\$4,200	\$24.23	\$4,410	\$25.44	\$4,631	\$26.72	\$4,862	\$28.05	\$5,105	\$29.45
Public Safety Dispatcher I/II-II	526	\$4,095	\$23.63	\$4,300	\$24.81	\$4,515	\$26.05	\$4,741	\$27.35	\$4,978	\$28.72
Housing Specialist I/II-I	560	\$4,001	\$23.08	\$4,201	\$24.24	\$4,411	\$25.45	\$4,632	\$26.72	\$4,863	\$28.06
Administrative Assistant II	511	\$4,001	\$23.08	\$4,201	\$24.24	\$4,411	\$25.45	\$4,632	\$26.72	\$4,863	\$28.06
Recreation Coordinator	580	\$3,900	\$22.50	\$4,095	\$23.63	\$4,300	\$24.81	\$4,515	\$26.05	\$4,741	\$27.35
Accounting Technician	508	\$3,885	\$22.41	\$4,080	\$23.54	\$4,283	\$24.71	\$4,498	\$25.95	\$4,723	\$27.25
Senior Account Clerk	505	\$3,885	\$22.41	\$4,080	\$23.54	\$4,283	\$24.71	\$4,498	\$25.95	\$4,723	\$27.25
Senior Maintenance Worker	568	\$3,825	\$22.07	\$4,017	\$23.17	\$4,217	\$24.33	\$4,428	\$25.55	\$4,650	\$26.82
Fleet Mechanic	555	\$3,825	\$22.07	\$4,017	\$23.17	\$4,217	\$24.33	\$4,428	\$25.55	\$4,650	\$26.82
Public Safety Dispatcher I/II-I	525	\$3,825	\$22.07	\$4,017	\$23.17	\$4,217	\$24.33	\$4,428	\$25.55	\$4,650	\$26.82
Administrative Assistant I	510	\$3,737	\$21.56	\$3,924	\$22.64	\$4,121	\$23.77	\$4,327	\$24.96	\$4,543	\$26.21
Rec. Prog. & Admin. Coordinator	581	\$3,737	\$21.56	\$3,924	\$22.64	\$4,121	\$23.77	\$4,327	\$24.96	\$4,543	\$26.21
Maintenance Worker I/II-II	566	\$3,644	\$21.02	\$3,826	\$22.08	\$4,018	\$23.18	\$4,219	\$24.34	\$4,430	\$25.56
Community Services Officer I/II-II	536	\$3,608	\$20.81	\$3,788	\$21.85	\$3,978	\$22.95	\$4,176	\$24.10	\$4,385	\$25.30
Account Clerk III	503	\$3,481	\$20.09	\$3,655	\$21.09	\$3,838	\$22.14	\$4,030	\$23.25	\$4,232	\$24.41
Maintenance Worker I/II-I	565	\$3,313	\$19.11	\$3,479	\$20.07	\$3,653	\$21.07	\$3,835	\$22.13	\$4,027	\$23.23
Bldg Maintenance Worker I/II-II	516	\$3,313	\$19.11	\$3,479	\$20.07	\$3,653	\$21.07	\$3,835	\$22.13	\$4,027	\$23.23
Community Services Officer I/II-I	535	\$3,278	\$18.91	\$3,442	\$19.86	\$3,614	\$20.85	\$3,795	\$21.89	\$3,984	\$22.99
Account Clerk I/II-II	501	\$3,165	\$18.26	\$3,324	\$19.17	\$3,490	\$20.13	\$3,664	\$21.14	\$3,848	\$22.20
Office Assistant	509	\$3,127	\$18.04	\$3,283	\$18.94	\$3,447	\$19.89	\$3,620	\$20.88	\$3,801	\$21.93
Bldg Maintenance Worker I/II-I	515	\$3,011	\$17.37	\$3,162	\$18.24	\$3,320	\$19.15	\$3,486	\$20.11	\$3,660	\$21.12
Account Clerk I/II-I	500	\$2,877	\$16.60	\$3,021	\$17.43	\$3,172	\$18.30	\$3,331	\$19.22	\$3,497	\$20.18

Bold denotes benchmark class

***Exempt**

EXHIBIT A

Section No. 5: General City Service

Effective: December 27, 2019

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Computer Technician	545	\$5,392	\$31.11	\$5,662	\$32.67	\$5,945	\$34.30	\$6,242	\$36.01	\$6,554	\$37.81
Building Inspector I/II-II	521	\$5,130	\$29.59	\$5,386	\$31.07	\$5,656	\$32.63	\$5,938	\$34.26	\$6,235	\$35.97
Public Works Inspector	570	\$5,189	\$29.94	\$5,449	\$31.44	\$5,721	\$33.01	\$6,007	\$34.66	\$6,308	\$36.39
Youth Services Specialist	590	\$4,786	\$27.61	\$5,025	\$28.99	\$5,276	\$30.44	\$5,540	\$31.96	\$5,817	\$33.56
Senior Public Safety Dispatcher	530	\$4,680	\$27.00	\$4,914	\$28.35	\$5,160	\$29.77	\$5,418	\$31.26	\$5,689	\$32.82
Building Inspector I/II-I	520	\$4,664	\$26.91	\$4,898	\$28.26	\$5,143	\$29.67	\$5,400	\$31.15	\$5,670	\$32.71
Human Resources Technician	519	\$4,573	\$26.38	\$4,802	\$27.70	\$5,042	\$29.09	\$5,294	\$30.54	\$5,559	\$32.07
Permit Technician	518	\$4,573	\$26.38	\$4,802	\$27.70	\$5,042	\$29.09	\$5,294	\$30.54	\$5,559	\$32.07
Housing Specialist I/II-II	561	\$4,364	\$25.18	\$4,582	\$26.44	\$4,811	\$27.76	\$5,052	\$29.15	\$5,304	\$30.60
Public Safety Dispatcher I/II-II	526	\$4,255	\$24.55	\$4,468	\$25.77	\$4,691	\$27.06	\$4,926	\$28.42	\$5,172	\$29.84
Housing Specialist I/II-I	560	\$4,157	\$23.98	\$4,365	\$25.18	\$4,583	\$26.44	\$4,812	\$27.76	\$5,053	\$29.15
Administrative Assistant II	511	\$4,157	\$23.98	\$4,365	\$25.18	\$4,583	\$26.44	\$4,812	\$27.76	\$5,053	\$29.15
Recreation Coordinator	580	\$4,052	\$23.38	\$4,255	\$24.55	\$4,468	\$25.78	\$4,691	\$27.06	\$4,926	\$28.42
Accounting Technician	508	\$4,037	\$23.29	\$4,239	\$24.45	\$4,451	\$25.68	\$4,673	\$26.96	\$4,907	\$28.31
Senior Account Clerk	505	\$4,037	\$23.29	\$4,239	\$24.45	\$4,451	\$25.68	\$4,673	\$26.96	\$4,907	\$28.31
Senior Maintenance Worker	568	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$27.87
Fleet Mechanic	555	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$27.87
Public Safety Dispatcher I/II-I	525	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$27.87
Administrative Assistant I	510	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.93	\$4,720	\$27.23
Rec. Prog. & Admin. Coordinator	581	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.93	\$4,720	\$27.23
Maintenance Worker I/II-II	566	\$3,786	\$21.84	\$3,976	\$22.94	\$4,174	\$24.08	\$4,383	\$25.29	\$4,602	\$26.55
Community Services Officer I/II-II	536	\$3,749	\$21.63	\$3,936	\$22.71	\$4,133	\$23.84	\$4,339	\$25.03	\$4,556	\$26.29
Account Clerk III	503	\$3,617	\$20.87	\$3,798	\$21.91	\$3,988	\$23.01	\$4,187	\$24.16	\$4,397	\$25.37
Maintenance Worker I/II-I	565	\$3,442	\$19.86	\$3,615	\$20.85	\$3,795	\$21.90	\$3,985	\$22.99	\$4,184	\$24.14
Bldg Maintenance Worker I/II-II	516	\$3,442	\$19.86	\$3,615	\$20.85	\$3,795	\$21.90	\$3,985	\$22.99	\$4,184	\$24.14
Community Services Officer I/II-I	535	\$3,406	\$19.65	\$3,576	\$20.63	\$3,755	\$21.66	\$3,943	\$22.75	\$4,140	\$23.88
Account Clerk I/II-II	501	\$3,289	\$18.97	\$3,453	\$19.92	\$3,626	\$20.92	\$3,807	\$21.96	\$3,998	\$23.06
Office Assistant	509	\$3,249	\$18.74	\$3,411	\$19.68	\$3,582	\$20.66	\$3,761	\$21.70	\$3,949	\$22.78
Bldg Maintenance Worker I/II-I	515	\$3,129	\$18.05	\$3,285	\$18.95	\$3,449	\$19.90	\$3,622	\$20.89	\$3,803	\$21.94
Account Clerk I/II-I	500	\$2,989	\$17.25	\$3,139	\$18.11	\$3,296	\$19.01	\$3,461	\$19.97	\$3,634	\$20.96

Bold denotes benchmark class

***Exempt**

EXHIBIT A

Section No. 6: Unrepresented General Service Salary Schedule

Effective: October 18, 2019

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Fire Engineer	545	\$ 5,900	\$ 23.68	\$ 6,195	\$ 24.86	\$ 6,504	\$ 26.10	\$ 6,830	\$ 27.41	\$ 7,171	\$ 28.78

Bold denotes benchmark class

*Exempt

EXHIBIT A

Section No. 6: Unrepresented General Service Salary Schedule

Effective: December 27, 2019

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Fire Engineer	545	\$ 6,130	\$ 24.60	\$ 6,436	\$ 25.83	\$ 6,758	\$ 27.12	\$ 7,096	\$ 28.48	\$ 7,451	\$ 29.90

Bold denotes benchmark class

*Exempt

Exhibit B: Temporary/Hourly Employees

Effective: December 28, 2018

Minimum \$ 12.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$27.55	\$28.93			
Engineering Technician - Temp	900	\$20.50	\$21.53	\$22.60	\$23.73	\$24.92
Maintenance Worker II - Temp	916	\$17.77	\$18.66	\$19.59	\$20.57	\$21.60
Police Officer - Temp	905	\$17.52	\$18.39	\$19.31	\$20.28	\$21.29
Firefighter - Temp	910	\$17.52	\$18.39	\$19.31	\$20.28	\$21.29
Computer Systems Specialist	917	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Financial Services Specialist	918	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Planning Specialist	919	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Public Works Specialist	914	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Communications & Records Tech I - Temp	920	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Administrative Assistant I - Temp	925	\$16.61	\$17.44	\$18.32	\$19.23	\$20.19
Community Services Officer I/II-I - Temp	930	\$15.92	\$16.72	\$17.56	\$18.43	\$19.36
Maintenance Worker I - Temp	915	\$16.16	\$16.96	\$17.81	\$18.70	\$19.64
Building Maintenance Worker I/II-I - Temp	914	\$15.23	\$16.00	\$16.80	\$17.64	\$18.52
Office Assistant - Temp	926	\$14.37	\$15.09	\$15.85	\$16.64	\$17.47
Recreation Specialist Supervisor	939	\$15.81	\$16.60	\$17.43	\$18.30	\$19.22
Recreation Specialist III	937	\$14.37	\$15.09	\$15.85	\$16.64	\$17.47
Recreation Specialist II	936	\$13.07	\$13.72	\$14.41	\$15.13	\$15.88
Recreation Specialist I	935		\$12.47	\$13.10	\$13.75	\$14.44

Exhibit B: Temporary/Hourly Employees

Effective: December 27, 2019

Minimum \$ 13.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$21.32	\$22.39	\$23.51	\$24.68	\$25.92
Maintenance Worker II - Temp	916	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68
Police Officer - Temp	905	\$18.22	\$19.13	\$20.09	\$21.09	\$22.15
Firefighter - Temp	910	\$18.22	\$19.13	\$20.09	\$21.09	\$22.15
Computer Systems Specialist	917	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Financial Services Specialist	918	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Planning Specialist	919	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Public Works Specialist	921	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Communications & Records Tech I - Temp	920	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Administrative Assistant I - Temp	925	\$17.28	\$18.14	\$19.05	\$20.00	\$21.00
Community Services Officer I/II-I - Temp	930	\$16.56	\$17.39	\$18.26	\$19.17	\$20.13
Maintenance Worker I - Temp	915	\$16.96	\$17.81	\$18.70	\$19.64	\$20.62
Building Maintenance Worker I/II-I - Temp	914	\$16.00	\$16.80	\$17.64	\$18.52	\$19.44
Office Assistant - Temp	926	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70
Recreation Specialist Supervisor	939	\$16.92	\$17.77	\$18.65	\$19.59	\$20.57
Recreation Specialist III	937	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70
Recreation Specialist II	936	\$13.98	\$14.68	\$15.42	\$16.19	\$17.00
Recreation Specialist I	935		\$13.35	\$14.01	\$14.72	\$15.45

Exhibit B: Temporary/Hourly Employees

Effective: December 25, 2020

Minimum \$ 14.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$22.18	\$23.28	\$24.45	\$25.67	\$26.95
Maintenance Worker II - Temp	916	\$19.59	\$20.57	\$21.60	\$22.68	\$23.82
Police Officer - Temp	905	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Firefighter - Temp	910	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Computer Systems Specialist	917	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Financial Services Specialist	918	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Planning Specialist	919	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Public Works Specialist	921	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Communications & Records Tech I - Temp	920	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Administrative Assistant I - Temp	925	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84
Community Services Officer I/II-I - Temp	930	\$17.22	\$18.09	\$18.99	\$19.94	\$20.94
Maintenance Worker I - Temp	915	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65
Building Maintenance Worker I/II-I - Temp	914	\$16.80	\$17.64	\$18.52	\$19.44	\$20.42
Office Assistant - Temp	926	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist Supervisor	939	\$18.10	\$19.01	\$19.96	\$20.96	\$22.00
Recreation Specialist III	937	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist II	936	\$14.96	\$15.71	\$16.50	\$17.32	\$18.19
Recreation Specialist I	935		\$14.28	\$15.00	\$15.75	\$16.53

Exhibit B: Temporary/Hourly Employees

Effective: December 24, 2021

Minimum \$ 15.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$23.06	\$24.22	\$25.43	\$26.70	\$28.03
Maintenance Worker II - Temp	916	\$20.57	\$21.60	\$22.68	\$23.82	\$25.01
Police Officer - Temp	905	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Firefighter - Temp	910	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Computer Systems Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Financial Services Specialist	918	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Planning Specialist	919	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Public Works Specialist	921	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Communications & Records Tech I - Temp	920	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Administrative Assistant I - Temp	925	\$18.69	\$19.62	\$20.60	\$21.63	\$22.72
Community Services Officer I/II-I - Temp	930	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77
Maintenance Worker I - Temp	915	\$18.70	\$19.64	\$20.62	\$21.65	\$22.73
Building Maintenance Worker I/II-I - Temp	914	\$17.64	\$18.52	\$19.44	\$20.42	\$21.44
Office Assistant - Temp	926	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.42	\$23.55
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist II	936	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46
Recreation Specialist I	935		\$15.28	\$16.05	\$16.85	\$17.69

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, OCTOBER 1, 2019

5:30 P.M.

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

NOTICE

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

ROLL CALL

Mayor Pro Tem Segala called the meeting to order at 5:30 PM with the following Council / Board Members present: Adams, Day, Segala, Williams.

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.)

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.)

CLOSED SESSION

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

City Council

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Discussion of potential exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – (2 potential cases).
2. CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: City Manager and Administrative Services Director
Employee organization: Unrepresented Employees
3. CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: City Manager and Administrative Services Director
Employee organization: SCEA (Suisun City Employees' Association)

- 4. CONFERENCE WITH LABOR NEGOTIATOR
 Agency negotiator: City Manager and Administrative Services Director
 Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)
- 5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0173-010-210 and 0173-010-220, 320 and 322 Merganser Drive.
 Negotiating Party: City Manager
 Subject: Price and Terms of Payment
 Parties Negotiating With: TCC Properties

City Council Acting as Successor Agency

- 6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-091-170, 0032-091-180, 0032-091-190 and 0032-091-200 located at the southwest corner of Civic Center and Driftwood Drive.
 Negotiating Party: City Manager
 Subject: Price and Terms of Payment
 Parties Negotiating With: Main Street West Partners

5:33 PM – Mayor Wilson recessed the meeting to Closed Session.

5:34 PM Mayor Wilson arrived.

CONVENE OPEN SESSION

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

6:46 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 6:46 PM.

Linda Hobson, CMC
City Clerk

MINUTES

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL**

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

AND HOUSING AUTHORITY

TUESDAY, OCTOBER 1, 2019

6:30 P.M.

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

NOTICE

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:48 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Williams.

Invocation was given by City Manager Folsom.

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.)

Steve Olry expressed concern about trash on Highway 12 and Council Member Day's voting record.

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.)

Council Member Adams advised conflict with Item 4 on Consent Calendar.

REPORTS: (Informational items only.)

City Council

1. Public Safety and Emergency Management Advisory Committee - (Folsom: gfolson@suisun.com / Klein).

Mayor Wilson stated Chairman Raymond Klein of the Public Safety and Emergency Management Advisory Committee had submitted a report and it was included in the packet. City Manager Folsom reported there would be a committee meeting tomorrow night at 6:30 PM. Mayor Wilson advised there were two vacancies on the committee.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

2. New LUCAS Chest Compression System – (Vincent: jvincent@suisun.com).
3. Proclamation: Presented
 - a. Presentation of Proclamation to Suisun City Police Corporal Eric Vera, Proclaiming October 2019 as “Breast Cancer Awareness Month” in Suisun City.

Mayor Wilson read the proclamation and Council Member Wilson presented the proclamation to Corporal Vera.

Corporal Vera stated his father was a breast cancer survivor and the POA was participating in the Pink Patch Project and would be selling the pink patches for \$10. If someone or a business donates \$100 or more the POA would present them with a plaque. Corporal Vera presented his Dad with his plaque because he donated \$100.

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. 2019-100: Authorizing the City Manager to Execute a Funding Agreement with the Solano Transportation Authority for the Crystal Middle School Traffic Calming Project - (Medill: mmedill@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 September 3, 2019 and September 17, 2019 – (Hobson: Clerk@suisun.com).

Council Member Williams pulled Item 4 from the Consent Calendar.

Item 5

Motioned by Council Member Adams and seconded by Council Member Williams to approve Consent Calendar Item 5. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

Item 4

Motioned by Mayor Wilson and seconded by Council Member Segala to adopt Resolution No. 2019-100. Motion carried by the following roll call vote:

AYES: Council Members: Day, Segala, Williams, Wilson

ABSTAIN: Council Member Adams (Due to conflict of interest)

PUBLIC HEARINGS**GENERAL BUSINESS**City Council

6. Council Adoption of Resolution No. 2019-101: Authorizing the Application for Parks and Water Bond Act of 2018 (Proposition 68) Per Capita Funding – (Lofthus: klofthus@suisun.com).

Motioned by Council Member Segala and seconded by Council Member Williams to adopt Resolution No. 2019-101 with flexibility to expand. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

7. Council Adoption of Resolution No. 2019-102: Adopting the Public Art Policy as Recommended by the Recreation, Parks, and Marina and Arts Commission (RPMA) – (Lofthus: klofthus@suisun.com).

Mayor Wilson recommended:

- Page 3 to note in the Purpose it is a dynamic document and would be reviewed annually.
- Page 9 Public Art Subcommittee...should have more public comment by having a couple of public participants or do a public workshop. Should have a local artistry register so artists can be on a distribution list.
- Page 11 Cause for Review...j) a petition with a designated number of signatures would start the review process.
- Page 13 Eligible Mediums...taking something that is practical and turning into an art piece.

Council Member Segala wanted the motion amended to include Public Private Partnership with regards to including art on private property into the listing and also calling out bike racks.

Motioned by Council Member Adams and seconded by Council Member Day to adopt Resolution No. 2019-102 and amend the Policy to include the above comments. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

REPORTS: (Informational items only.)

8. a. Council/Boardmembers

Council Member Day reported on September 21 the Wednesday Club had a Historic Walking Tour and it brought in over 100 people into town and thanked the police department with regard to the homeless.

Council Member Adams reported

- Looking forward to October 22 meeting which will have a presentation from FAST to see how the \$2,000,000 will be spent with Fairfield and Suisun City; and

- Would be attending the League of California Cities in Long Beach and has applied to be on the Housing Policy Committee.

Council Member Williams reported:

- Attending the Tom Hannigan Train Depot dedication, joined the Mayor last weekend for Community Cleanup along with Liberty Christian Center, Public Safety Academy, and our military;
- Visiting with League of California Cities in Sonoma and learned about the Highway 37 expansion;
- Having a full house for the Public Safety Committee meeting;
- Attending the NAACP Community Banquet.

Council Member Segala:

- Thanked Mayor Wilson for watching over the agenda process while he was recuperating and keeping him informed.
- Asked what was the status of code enforcement. Police Chief Roth reported there was some reorganization to get one of the code enforcement officers to work with the Building Department, one code enforcement officer is finishing training, two of the code enforcement officers had handled 188 calls for service. Council Member Segala asked that someone look into a car with broken windows on Shoveller Drive.

b. Mayor/Chair

Mayor Wilson reported:

- Would be Acting Principal of Crystal Middle School on October 16;
- Participating in Cleanup Day on September 28 and the last one for 2019 would be October 26 on Walters and Peterson;
- Cleanup Team party on November 9 with a pizza party;
- Attended Mayors' Gala on Sunday;
- October 2 is International Walk to School Day;
- October 6 Celebrate Suisun City was cancelled due to priorities and budget..

9. City Manager/Executive Director/Staff

City Manager Folsom reported the City Strategic Planning Meeting on October 3 at 4:00 PM at the Joe Nelson Center; Business Improvement District is having Art and Wine Festival this Saturday; and Officer Andre Carson was chosen 2019 Suisun City Officer of the Year.

Police Chief Roth reported after International Walk to School Day the Police Department would be participating in coffee with a cop at Starbucks from 9:00 to 11:00.

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 8:37 PM.

Linda Hobson, CMC
City Clerk

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M I N U T E S

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

THURSDAY, OCTOBER 3, 2019

4:00 P.M.

JOSEPH A. NELSON CENTER – 611 VILLAGE DRIVE -- SUISUN CITY, CALIFORNIA

NOTICE

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

ROLL CALL

Mayor Wilson called the meeting to order at 4:00PM with the following Council / Board Members present: Adams, Day, Segala, Wilson. Council Member Williams was absent.

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.)

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.)

GENERAL BUSINESS

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

1. Strategic Plan Workshop - (Folsom: gfolson@suisun.com).

Kendall Flint, RGS Consultant, explained strategic planning for the future. She stated the Strategic Plan would have a mission statement, mission, goals, vision and values. Council discussed all of the above.

4:25 PM - Council Member Williams arrived.

5:00 PM – Mayor Wilson called for a five-minute break.

5:05 PM – Mayor reconvened the meeting

6:00 PM – Mayor Wilson recessed the meeting.

6:17 PM – Mayor Wilson reconvened the meeting.

The following is a list of goals.

Good governance

Economic development

Insure fiscal solvency

Neighborhood and community livability

Revitalization of Old Town

Council discussed putting revitalization under economic development.

Ms. Flinted stated she would show two plans: one with Old Town by itself and the other with Old Town included under economic development.

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 8:05 PM.

Linda Hobson, CMC
City Clerk

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

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA; Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA; Joe Nelson Center, 611 Village Drive, Suisun City, CA; and the 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 October 3, 2019 was posted and available for review, in compliance with the Brown Act.

AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: HEARING: Adoption of Council Resolution No. 2019-___: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California.

FISCAL IMPACT: Republic Services, Inc. is requesting that the City Council place liens on 305 delinquent solid waste accounts representing approximately \$82,705.05 in uncollected solid waste collection service charges. The City's General Fund will receive twenty-dollars per lien and 1.0 percent of the total levy amount to be used as the recording fee and to offset the administrative costs associated with the lien and levy process. Through the lien and levy process, the City will collect on outstanding franchise fees totaling 10.0 percent of the uncollected solid waste service charges when the money actually is received.

BACKGROUND: Republic Services, Inc. provides solid waste collection service for properties located in the City of Suisun City. The Suisun City Code (SCC) Section 8.08.015 requires subscribers to pay the collection charge directly to Republic Services, Inc. In the event that a customer does not pay the collection charges, Republic Services, Inc. must prepare delinquent notices to notify each customer that the account is delinquent and could be subject to a lien/levy process whereby charges would be recorded against the property.

Republic Services, Inc. began actively pursuing collection of delinquent accounts in December 2001. Republic Services, Inc. will request hearings three times per year in order for the Suisun City Council to consider enforcing the lien/levy process for delinquent waste charges.

STAFF REPORT: Republic Services, Inc. customers were compared with the owners of record to the parcel information database obtained from Solano County property records. Notification letters were mailed to all known property owners advising them of the lien and levy process. The letters informed the property owners that they could present their reasons for disputing the waste collection charges by either attending the hearing, or by sending letters to the Council prior to the hearing.

Republic Services, Inc. is asking that the City enforce SCC Section 8.0.170 by placing a special assessment/levying a lien on the properties that have delinquent charges. Republic Services, Inc. will verify accounts for payments prior to recording the special assessments.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Hearing on the proposed liens; and
2. Adopt Resolution No. 2019-___: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California.

PREPARED BY:
REVIEWED BY:

Joe Dingman, Administrative Services Director
Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution No. 2019-___: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California.
2. Exhibit A provides a listing of delinquent accounts, as compiled by Republic Services, Inc., and it will be updated and made available to the City Council in advance of the meeting.

RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
PLACING LIENS FOR UNPAID WASTE COLLECTION SERVICE CHARGES
ON CERTAIN LANDS SITUATED IN THE CITY OF SUISUN CITY,
COUNTY OF SOLANO, STATE OF CALIFORNIA**

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WHEREAS, pursuant to the Suisun City Code (SCC) Section 8.08.015 owners of all occupied premises must subscribe to and pay for weekly waste collection service; and

WHEREAS, the premises located in the City of Suisun City, County of Solano, State of California, and described in Exhibit A attached hereto and by this reference incorporated herein, were provided with waste collection service as required by the SCMC Section 8.08.015; and

WHEREAS, pursuant to the provisions of SCC Section 8.08.015, all required notices were directed to owners of said properties and said owners failed to make payment for waste collection services as required; and

WHEREAS, as a result thereof, the City of Suisun City has incurred charges for delinquent waste collection charges and administrative costs, which amounts remain unpaid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City that pursuant to SCC Section 8.08.170, the City Council does hereby lien said premises, in the amounts applicable to each specific premise as identified in Exhibit A attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that Exhibit A may be amended to delete any enumerated waste collection service charges and administrative costs paid before liens authorized hereby are forwarded to the County Recorder of Solano County, California.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record this Resolution, together with Exhibit A as may be amended, with the Office of the County Recorder of Solano County, California.

1 **BE IT FURTHER RESOLVED** that the City Manager of the City of Suisun City is
2 authorized to take such further actions as are necessary or appropriate to implement this
3 Resolution and is also authorized to execute any other document(s) that may be necessary or
4 appropriate to process or release said liens.

5 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of
6 Suisun City held on Tuesday the 22nd day of October 2019 by the following vote:

7 **AYES:** Councilmembers: _____
8 **NOES:** Councilmembers: _____
9 **ABSENT:** Councilmembers: _____
9 **ABSTAIN:** Councilmembers: _____

10 **WITNESS** my hand and the seal of said City this 22nd day of October 2019.

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Donna Pock, CMC
Deputy City Clerk

PRELIMINARY LIEN LISTS
HEARING DATE
10/22/2019

APN	OWNER S NAME	BILLING ADDRESS	CITY	SERVICE ADDRESS	Service Thru	RSS Charges	City	Total Due
17424505	PERRY ANITA B	1609 ALCAZAR CT	SUISUN CITY CA 94585	1609 ALCAZAR COURT	19/08	367.86	23.68	391.54
3210144	MAKIN JOHN/MAKIN SOLEIL	706-A ALMOND ST	SUISUN CITY CA 94585	706 ALMOND STREET	19/08	623.84	26.24	650.08
3735214	MYLES DEIRDRE L & BRYAN JT	1305 AMBER DR	SUISUN CITY CA 94585	1305 AMBER DRIVE	19/08	252.36	22.52	274.88
17438114	VAZQUEZ CESAR O & DOMINIQUE JT	1740 ANDREWS CR	SUISUN CITY CA 94585	1740 ANDREWS CIRCLE	19/07	245.32	22.45	267.77
17438213	HILL EDWIN C JR & DELLA N JT	1781 ANDREWS CR	SUISUN CITY CA 94585	1781 ANDREWS CIRCLE	19/06	245.32	22.45	267.77
17346201	JONES DWAYNE	1078 ARMSBY WY	SUISUN CITY CA 94585	1078 ARMSBY WAY	19/07	245.32	22.45	267.77
17346215	MORRIS MICHAEL A	PO BOX 832	SUISUN CITY CA 94585	460 ARMSBY WAY	19/08	247.88	22.48	270.36
17346218	DULAY SYLVIA L	400 ARMSBY WY	SUISUN CITY CA 94585	400 ARMSBY WAY	19/07	245.32	22.45	267.77
17423314	WORTH ROBERT C	531 ARROYO GRANDE LN	SUISUN CITY CA 94585	531 ARROYO GRANDE LA	19/05	243.90	22.44	266.34
17423318	SKAGGS RONALD E & C M JT	523 ARROYO GRANDE LN	SUISUN CITY CA 94585	523 ARROYO GRANDE LA	19/05	243.90	22.44	266.34
17424308	WARD ROCHELLE	505 ARROYO GRANDE LN	SUISUN CITY CA 94585	505 ARROYO GRANDE LA	19/05	320.71	23.21	343.92
17350602	RANKIN JUAN LORENZO	205 ASHWOOD DR	SUISUN CITY CA 94585	205 ASHWOOD DRIVE	19/05	243.90	22.44	266.34
3723411	THOMPSON WAYNE L JR JT	510 AVALON WAY	SUISUN CITY CA 94585	510 AVALON WAY	19/08	247.88	22.48	270.36
17308503	RONES VINCENT A JR/BORGES LIANA CP	343 BALD PATE DR	SUISUN CITY CA 94585	343 BALD PATE DRIVE	19/06	338.68	23.39	362.07
17308505	HARDAWAY BRENDA ANN	401 BALD PATE DR	SUISUN CITY CA 94585	401 BALD PATE DRIVE	19/07	245.32	22.45	267.77
17312208	BOHANON SHONTHA	610 BARNACLE WAY	SUISUN CITY CA 94585	610 BARNACLE WAY	19/08	155.01	21.55	176.56
17335411	SNYDER JENNELYN P & GLENN T JT	1027 BARROWS DR	SUISUN CITY CA 94585	1027 BARROWS DRIVE	19/05	243.90	22.44	266.34
17335413	SALINAS JOSEPH M & F JT	1031 BARROWS DR	SUISUN CITY CA 94585	1031 BARROWS DRIVE	19/07	245.32	22.45	267.77
17335414	BROUSSARD KIMBERLEY	501 BARROWS DR	SUISUN CITY CA 94585	501 BARROWS DRIVE	19/08	204.04	22.04	226.08
17354202	ARIQAT MOHAMED & HITAF JT	963 BAUIMAN CT	SUISUN CITY CA 94585	963 BAUIMAN COURT	19/05	243.90	22.44	266.34
17354203	ONWEST BANK FSF	155 NORTH LAKE AV	PASADENA CA 91101	961 BAUIMAN COURT	19/05	243.90	22.44	266.34
17354205	WILLIAM JONES	957 BAUIMAN CT	SUISUN CITY CA 94585	957 BAUIMAN COURT	19/08	203.78	22.04	225.82
17354302	DIAZ HILDA & RAFAEL	402 BAUMAN DR	SUISUN CITY CA 94585	402 BAUMAN DRIVE	19/07	239.33	22.39	261.72
17355303	LUDOVICO JULIE S TR	418 BAUMAN DR	SUISUN CITY CA 94585	418 BAUMAN DRIVE	19/08	247.88	22.48	270.36
3207306	HERRON STEVEN JT	816 BAY ST	SUISUN CITY CA 94585	816 BAY STREET	19/05	243.90	22.44	266.34
3207516	DETTWILER DANIEL R & C L JT	727 BAY ST	SUISUN CITY CA 94585	727 BAY STREET	19/07	245.32	22.45	267.77
174374050	KREIDER VIOLETA B	1772 BEALE CIRCLE	SUISUN CITY CA 94585	1772 BEALE CIR	19/08	492.64	24.93	517.57
17350204	PRATER NICOLE/REYES MISTY	947 BEECHWOOD CIR	SUISUN CITY CA 94585	947 BEECHWOOD CIRCLE	19/07	245.32	22.45	267.77
17351222	CHARLES T CARON JR	928 BEECHWOOD CR	SUISUN CITY CA 94585	928 BEECHWOOD CIRCLE	19/05	243.90	22.44	266.34
17430514	JINOE WARD T	727 BELLA VISTA DR	SUISUN CITY CA 94585	727 BELLA VISTA DRIV	19/07	245.32	22.45	267.77
17423307	CARLUS SHUKIMBA M	532 BELLA VISTA DR	SUISUN CITY CA 94585	532 BELLA VISTA DRIVE	19/08	247.88	22.48	270.36
17338406	MORABITO LOUIS J	832 BERING WY	SUISUN CITY CA 94585	832 BERING WAY	19/07	245.32	22.45	267.77
17338502	STOCKTON COLEMAN MARQUETTE L	833 BERING WY	SUISUN CITY CA 94585	833 BERING WAY	19/08	738.83	27.39	766.22
3239125	IBORRA CRISTOBAL & ADA B JT	1310 BITTERN WAY	SUISUN CITY CA 94585	103 BIRCHWOOD COURT	19/08	247.88	22.48	270.36
17345216	MURILLO ERIK J BANDA	1310 BITTERN WAY	SUISUN CITY CA 94585	1310 BITTERN WAY	19/07	241.13	22.41	263.54
17302901	MARIA OTERO	823 BLOSSOM AVE	SUISUN CITY CA 94585	823 BLOSSOM AVENUE	19/08	292.49	22.92	315.41
17304510	PEREZ JOSE M	802 BLOSSOM AV	SUISUN CITY CA 94585	802 BLOSSOM AVENUE	19/05	243.90	22.44	266.34
17304603	MCKINLEY HOLDING LP	1 KAISER PLZ STE 1450	OAKLAND CA 94612-3604	805 BLOSSOM AVENUE	19/05	105.11	21.05	126.16
17304607	BORLEK MICHAEL R & CHARITY A	813 BLOSSOM AVE	SUISUN CITY CA 94585	813 BLOSSOM AVENUE	19/06	245.32	22.45	267.77
17309209	RICARDO ROBERT	517 BLUE WING DR	SUISUN CITY CA 94585	517 BLUE WING DRIVE	19/07	166.43	21.66	188.09
17303403	GARDNER DORIS L TR	827 BLUEBILL WY	SUISUN CITY CA 94585	827 BLUEBILL WAY	19/07	245.32	22.45	267.77
17305214	BATTON SONIA	821 BLUEBILL WY	SUISUN CITY CA 94585	821 BLUEBILL WAY	19/06	245.32	22.45	267.77
17305317	GUSTAVO MARTINEZ	803 BLUE BILL WY	SUISUN CITY CA 94585	803 BLUEBILL WAY	19/08	247.88	22.48	270.36
17349316	ROBERSON LORETTA/ROBERSON CHANEL	1008 BLUEJAY DR	SUISUN CITY CA 94585	1008 BLUEJAY DR	19/08	241.78	22.42	264.20
17349319	OLIVER JOYCE V	1002 BLUEJAY DR	SUISUN CITY CA 94585	1002 BLUEJAY DRIVE	19/05	243.90	22.44	266.34
17356115	KAINE BO ZHOU	910 BEECHWOOD CIR	SUISUN CITY CA 94585	249 BRIDGEWATER CIRC	19/08	247.88	22.48	270.36
17356206	WASONGA PETER O & AGRIPPINA A	224 BRIDGEWATER CR	SUISUN CITY CA 94585	224 BRIDGEWATER CIRC	19/07	245.32	22.45	267.77
17356231	VALDEZ MARIO	268 BRIDGEWATER CR	SUISUN CITY CA 94585	268 BRIDGEWATER CIRC	19/07	245.32	22.45	267.77
3245401	JARVIS MELVIN D JR JT	227 BROOKSIDE DR	SUISUN CITY CA 94585	227 BROOKSIDE DRIVE	19/07	245.32	22.45	267.77
32383100	JIN GUOBIING JT	3317 ONSLOW WAY	SAN JOSE CA 95132	61 BUENA VISTA AVE	19/08	152.74	21.53	174.27
3236213	MCKINLEY HOLDING 1 LP	1 KAISER PLZ STE 1450	OAKLAND CA 94612-3604	69 BUENA VISTA AVENU	19/07	245.32	22.45	267.77
3236218	GROSS CHARLES E & HELEN B	79 BUENA VISTA AV	SUISUN CITY CA 94585	79 BUENA VISTA AVENU	19/07	250.88	22.51	273.39
3236405	IRUCUTA ROBERTO & CATALINA JT	64 BUENA VISTA AV	FAIRFIELD CA 94533	64 BUENA VISTA AVENU	19/07	245.32	22.45	267.77
17311201	DAVID BROWN	825 CACKLING DR	SUISUN CITY CA 94585	825 CACKLING DRIVE	19/05	147.24	21.47	168.71

17312408	WALKER TONI J	3130 3BIRMINGHAM DR	807	CACKLING DRIVE	19/08	247.88	22.48	270.36
37311229	PHYLLIS SMITH	281 EMILY ST.	1045	CAMELLIA LANE	19/07	245.32	22.45	267.77
17302210	LESSER ADAM	326 CANVASBACK DR	326	CANVASBACK DRIVE	19/08	325.98	23.26	349.24
17302313	GAROZZO MICHAEL ALLEN	329 CANVASBACK DR	329	CANVASBACK DRIVE	19/08	28.21	20.28	48.49
17311222	GATEWOOD GEORGE L & N J JT	604 CANVASBACK DR	604	CANVASBACK DRIVE	19/07	245.32	22.45	267.77
17422411	JOSEPH TOMLINSON	710 CAPISTRANO DR	710	CAPISTRANO DRIVE	19/06	239.33	22.39	261.72
17429118	MICHAEL COSGAYON	806 CAPISTRANO DR.	806	CAPISTRANO DRIVE	19/07	245.32	22.45	267.77
3247201	ELIAS TRISHA A	703 CATALINA CR	703	CATALINA CIRCLE	19/08	570.74	25.71	596.45
3247202	FIGUEIRA JAMES W & JENNIFER M	705 CATALINA CR	705	CATALINA CIRCLE	19/06	245.32	22.45	267.77
3247205	BUJE SAMUEL & ALANA JT	711 CATALINA CR	711	CATALINA CIRCLE	19/07	246.60	22.47	269.07
17428104	WAYNE LAGETTA B TR	734 CHUIA VISTA WY	734	CHUIA VISTA WAY	19/05	243.90	22.44	266.34
3723306	YOUNG LORRAINE M	409 CHYRL WY	409	CHYRL WAY	19/08	247.88	22.48	270.36
3723520	PERKINS HOWARD C & S A JT	504 CHYRL WY	504	CHYRL WAY	19/08	245.56	22.46	268.02
3723521	BANKS VERA L	502 CHYRL WY	502	CHYRL WAY	19/05	243.90	22.44	266.34
3724206	MENDEZ CARROLLE J	611 CHYRL WY	611	CHYRL WAY	19/08	262.52	22.63	285.15
17307209	BRECKENRIDGE PROP FUND 2016 LL	2015 MANHATTAN BEACH BLVD. #100	406	CINNAMON WAY	19/07	104.20	21.04	125.24
17356218	EDWARDS GERALD & ANTOINETTE JT	212 CLEARBROOK CT	212	CLEARBROOK COURT	19/06	245.32	22.45	267.77
17373313	SAUCEDO MANUEL/SAUCEDO REGINA	251 CLOVERLEAF CR	251	CLOVERLEAF CIRCL	19/08	493.36	24.93	518.29
17373110	WRITT RASHALLA	236 CLOVERLEAF CIR	236	CLOVERLEAF CIRCLE	19/08	247.88	22.48	270.36
3234214	JOHNSON VAUGHN T	96 CORAL LN	96	CORAL LANE	19/08	247.88	22.48	270.36
3234303	JORGE ORTEGA	79 CORAL LN	79	CORAL LANE	19/07	245.32	22.45	267.77
17320510	NETTLES BEVERLY O	616 CRANE DR	616	CRANE DRIVE	19/08	137.83	21.38	159.21
17321101	PAL RAVINDER	1218 CRANE DR	1218	CRANE DRIVE	19/08	247.88	22.48	270.36
17321201	LIPARY DONALD G & LINDA J JT	1300 CRANE DR	1300	CRANE DRIVE	19/08	213.68	22.14	235.82
17321221	ALEXANDER ROBERT	1302 CRANE DR	1302	CRANE DRIVE	19/08	247.88	22.48	270.36
17324221	ANZUETO LUIS E & FRANCIS M JT	1211 CRANE DR	1211	CRANE DRIVE	19/05	397.54	23.98	421.52
17355102	GENTRY STEPHANIE & ZACHARY JT	955 CRAVEN CT	955	CRAVEN COURT	19/07	245.32	22.45	267.77
17337611	NGUYEN KIM ANH	308 CRAVEN WY	308	CRAVEN WAY	19/05	138.97	21.39	160.36
17336805	ROMERO ALFREDO	605 CRESTED DR	605	CRESTED DRIVE	19/08	247.88	22.48	270.36
17337613	WHITED MICHAEL L JR	827 CRESTED DR	827	CRESTED DRIVE	19/05	104.53	21.05	125.58
17337613	WHITED MICHAEL L JR	831 CRESTED DRIVE	831	CRESTED DRIVE	19/07	245.32	22.45	267.77
174282060	ADRIAN GOMEZ	800 CAPISTRANO DR.	1209	DEANZA COURT	19/07	259.94	22.60	282.54
17353214	MARK & ROBIN BENNETT	412 DICKEY CT	412	DICKEY COURT	19/06	45.32	20.45	65.77
17347508	EDWARDS JOYCE R	570 ZEPHYR CIRCLE	405	DONALDSON COURT	19/05	243.90	22.44	266.34
17331401	GONZALEZ JOSE	1406 DONNER CT	1406	DONNER COURT	19/08	247.88	22.48	270.36
3229310	JACKSON PARIS C	1018 DRIFTWOOD DR	1018	DRIFTWOOD DRIVE	19/08	63.79	20.64	84.43
17313208	MEEK NATHANIEL A/MEEK LORRAINE	589 EAST WIGEON WY	589	EAST WIGEON WAY	19/08	61.66	20.62	82.28
17314308	CASTREJON EFREN J	552 E WIGEON WY	552	EAST WIGEON WAY	19/08	231.24	22.31	253.55
17314402	2012-C PROPERTY HOLDINGS LLC	1292 LINCOLN AVE	551	EAST WIGEON WAY	19/05	22.20	20.22	42.42
17350303	DEVAULL JUROID & DEBORAH JT	1292 LINCOLN AVE	551	EAST WIGEON WAY	19/07	116.54	21.17	137.71
17351202	IBAY OSCAR M & ADELINA C JT	904 EDGEWOOD CIR	904	EDGEWOOD CIRCLE	19/08	187.14	21.87	209.01
17351207	ELLINGSON DARLA	932 EDGEWOOD CR	932	EDGEWOOD CIRCLE	19/05	243.90	22.44	266.34
17355316	MANIBUSAN MICHAEL & J JT	51 GRAFTON AVE	926	EDGEWOOD CIRCLE	19/07	245.32	22.45	267.77
17309219	THPI ACQUISITION HOLDINGS LLC	513 EDWARDS CT	513	EDWARDS COURT	19/07	245.32	22.45	267.77
17309310	KIBBLEWHITE JAMES	1292 LINCOLN AVE.	514	EIDER LANE	19/06	245.32	22.45	267.77
17314306	KAREN RAMIREZ	503 EIDER LN	539	EIDER LANE	19/07	259.94	22.60	282.54
17422422	ROCKY RAQUEDAN	1502 EL PRADO LANE	1502	EL PRADO LANE	19/05	238.10	22.38	260.48
3224318	PERKINS CAROL G	224 ELWOOD ST	224	ELWOOD STREET	19/08	39.89	20.40	60.29
17344204	KUMAR TONICA T	912 EMPEROR DR	912	EMPEROR DRIVE	19/07	245.32	22.45	267.77
17344208	WOODRUFF CORY M	904 EMPEROR DR	904	EMPEROR DRIVE	19/05	43.90	20.44	64.34
17344329	ARMANDO LOPEZ	911 EMPEROR DR.	911	EMPEROR DRIVE	19/06	245.32	22.45	267.77
17357406	HOSKINS DIMARCO	331 ENGELL CT	331	ENGELL COURT	19/08	615.44	26.15	641.59
17440204	LEVIAN ANDREW J & JENNIFER L	1704 FORT ORD CT	1704	FORT ORD COURT	19/06	241.13	22.41	263.54
17440205	ROHDE RONALD & RACHELLE JT	1700 FORT ORD CT	1700	FORT ORD COURT	19/06	232.70	22.33	255.03
17423406	MOODY ROBERT E & LISA R JT	530 FORTUNA DR	530	FORTUNA DRIVE	19/05	243.90	22.44	266.34
3231107	FLEETCHER JAMES C & VICTORIA JT	910 FRANCISCO DR	910	FRANCISCO DRIVE	19/05	238.06	22.38	260.44
3229602	AYERS JAMES M	907 FREEDOM DRIVE	907	FREEDOM DRIVE	19/08	247.88	22.48	270.36

17319801	GREEN HERSHEL A III	627 FULMAR DR	SUISUN CITY CA 94585	627 FULMAR DRIVE	19/05	243.90	22.44	266.34
17325326	STUBBS TIMOTHY & BONNIE JT	504 FULMAR DR	SUISUN CITY CA 94585	504 FULMAR DRIVE	19/05	243.90	22.44	266.34
17303508	HERBERT RUIZ	822 GOLDEN EYE WY	SUISUN CITY CA 94585	822 GOLDEN EYE WAY	19/07	41.19	20.41	61.60
17305419	BRITTON MICHAEL R	815 GOLDEN EYE WY	SUISUN CITY CA 94585	815 GOLDEN EYE WAY	19/08	247.88	22.48	270.36
17353201	JANE A CHAPMAN	413 GOODAIR CT	SUISUN CITY CA 94585	413 GOODAIR COURT	19/05	243.90	22.44	266.34
17353203	ANGELA STEVENS	409 GOODAIR CT	SUISUN CITY CA 94585	409 GOODAIR COURT	19/07	94.09	20.94	115.03
17353207	LIPAYON GEORGE & MARY D JT	PO BOX 1189	SUISUN CITY CA 94585	401 GOODAIR COURT	19/08	376.78	23.77	400.55
17381202	CRADER RICHARD	1273 GRAY HAWK LANE	SUISUN CITY CA 94585	1273 GRAY HAWK LANE	19/08	245.39	22.45	267.84
17304211	AUGUSTIN MELCHISEDECK	817 GREENHEAD WY	SUISUN CITY CA 94585	817 GREENHEAD WAY	19/08	247.88	22.48	270.36
17329124	GARCIA-MARTINEZ JAIME	913 HARLEQUIN WY	SUISUN CITY CA 94585	913 HARLEQUIN WAY	19/05	243.90	22.44	266.34
173483090	HOUSTON, MICHAEL	1801 MINNESOTA ST.	FAIRFIELD CA 94533	825 HARRIER DR.	19/06	123.02	21.23	144.25
17345401	CARPIO JUAN	833 HARRIER DR	SUISUN CITY CA 94585	833 HARRIER DRIVE	19/08	247.88	22.48	270.36
17450208	BARRETT JOHN N JR & D E JT	1628 HARRISBURG LN	SUISUN CITY CA 94585	1628 HARRISBURG LANE	19/06	245.32	22.45	267.77
17360316	CAM IX TRUST	2015 MANHATTEN STE. 100	REDONDO BEACH CA 90278	1315 HEMBLE COURT	19/06	245.32	22.45	267.77
17436101	DELOSREYES FANTASTIC Q	1600 HICKAM CR	SUISUN CITY CA 94585	1600 HICKAM CIRCLE	19/08	493.36	24.93	518.29
17436106	MCHENRY KIRK M/FREEMAN NAKIA J	24391 AVENIDA DE LA CARLOTA APT 34	LAGUNA HILLS CA 92654	1620 HICKAM CIRCLE	19/08	213.01	22.13	235.14
17361222	WORSHAM JEANNETTE	789 HILLBORN CT	SUISUN CITY CA 94585	789 HILLBORN COURT	19/05	192.53	21.93	214.46
17361228	PETERSON JIMMY JT	785 HILLBORN CT	SUISUN CITY CA 94585	785 HILLBORN COURT	19/08	201.67	22.02	223.69
17361228	JON BURK	802 HILLBORN CT	SUISUN CITY CA 94585	802 HILLBORN COURT	19/07	239.33	22.39	261.72
17361235	BRANTLEY ANTHONY F & P A JT	801 HILLBORN CT	SUISUN CITY CA 94585	801 HILLBORN COURT	19/07	145.60	21.46	167.06
17310341	GRASSO CHARLENE S	406 HONKER LN	SUISUN CITY CA 94585	406 HONKER LANE	19/07	245.32	22.45	267.77
17310343	WYDERMYER BILLY R JR	2523 WITHROW LANE	FAIRFIELD CA 94533	402 HONKER LANE	19/05	116.36	21.16	137.52
17310405	REID RICHARD J	409 HONKER LN	SUISUN CITY CA 94585	409 HONKER LANE	19/07	125.65	21.26	146.91
17310410	TRUSTEE MICHKO TR	519 HONKER LN	SUISUN CITY CA 94585	519 HONKER LANE	19/07	245.32	22.45	267.77
17310415	HOLOCHUCK RICHARD & MONA JT	529 HONKER LN	SUISUN CITY CA 94585	529 HONKER LANE	19/07	322.58	23.23	345.81
17353507	HURTADO ALEJANDRO	303 HOYT CT	SUISUN CITY CA 94585	303 HOYT COURT	19/08	241.78	22.42	264.20
17331406	FRYE JOHN K	609 HUMBOLT DR	SUISUN CITY CA 94585	609 HUMBOLT DRIVE	19/06	119.66	21.20	140.86
3719111	EISLEY LESLIE K	1302 HUMPHREY DR	SUISUN CITY CA 94585	1302 HUMPHREY DRIVE	19/08	208.16	22.08	230.24
3719313	SALAS ROLAND V	1301 HUMPHREY DR	SUISUN CITY CA 94585	1301 HUMPHREY DRIVE	19/07	643.82	26.44	670.26
3719313	SALAS ROLAND V	1301 HUMPHREY DR	SUISUN CITY CA 94585	1301 HUMPHREY DRIVE	19/08	245.76	22.46	268.22
3724331	MITCHELL FRANCINE V	1105 HUMPHREY DR	SUISUN CITY CA 94585	1105 HUMPHREY DRIVE	19/08	247.88	22.48	270.36
3723211	LOVELAND ESTHER G	412 CHVRL WY	SUISUN CITY CA 94585	412 HYRL WAY	c	239.33	22.39	261.72
3229123	MANZANERO EDUARDO & ROSA I JT	1926 FLORIDA ST	VALLEJO CA 94590	206 JOSIAH CIRCLE	19/08	326.06	23.26	349.32
17361314	TIMOTEO REFUERZO	201 KEYES LN	SUISUN CITY CA 94585	201 KEYES LANE	19/05	194.32	21.94	216.26
17348210	DEWEERD JOHN	1301 KIMBERLY CT	SUISUN CITY CA 94585	1301 KIMBERLY COURT	19/07	245.32	22.45	267.77
17321402	ESPINOSA JESUS	611 KINGLET ST	SUISUN CITY CA 94585	611 KINGLET STREET	19/05	43.90	20.44	64.34
17325205	SIMMONS JEFFREY J	607 KINGLET ST	SUISUN CITY CA 94585	607 KINGLET STREET	19/08	247.88	22.48	270.36
3718071	GUSTAFSON BRIAN D & I G JT	500 KINGS WY	SUISUN CITY CA 94585	500 KINGS WAY	19/06	245.32	22.45	267.77
3718082	ROHIT SACHDEV	3028 OVERLOOK DR.	VALLEJO CA 94591	402 KINGS WAY	19/06	280.03	22.80	302.83
17322103	FONTAINE HILARY P	602 KLAMATH DR	SUISUN CITY CA 94585	602 KLAMATH DRIVE	19/08	325.98	23.26	349.24
17322514	LIEW HENRY JT	813 WARBLE WY	FAIRFIELD CA 94533	618 KLAMATH DRIVE	19/08	253.97	22.54	276.51
17326203	WALKER KEVIN	1403 KLAMATH DR	SUISUN CITY CA 94585	1403 KLAMATH DRIVE	19/08	319.98	23.20	343.18
17331203	MAGANA REINA P	623 KLAMATH DR	SUISUN CITY CA 94585	623 KLAMATH DRIVE	19/05	243.90	22.44	266.34
17331215	RIVERA LUIS A	635 KLAMATH WY	SUISUN CITY CA 94585	635 KLAMATH DRIVE	19/08	247.88	22.48	270.36
17331409	6-T'S REAL ESTATE INVEST LLC	626 KLAMATH DR	SUISUN CITY CA 94585	626 KLAMATH DRIVE	19/08	247.88	22.48	270.36
17329312	CHAVARRIA GREGORIO	509 LABRADOR WY	SUISUN CITY CA 94585	509 LABRADOR WAY	19/08	882.41	28.82	911.23
17343509	CHADWICK DAVE & DEBRA JT	1412 LANGLEY WY	SUISUN CITY CA 94585	1412 LANGLEY WAY	19/07	245.32	22.45	267.77
17326214	GRAHAM RICHARD & MARY F JT	514 LASSEN AV	SUISUN CITY CA 94585	514 LASSEN AVENUE	19/05	238.10	22.38	260.48
17326316	PERSONS FREDERICK M	503 LASSEN AV	SUISUN CITY CA 94585	503 LASSEN AVENUE	19/08	247.88	22.48	270.36
17362151	ROMAIN FREDERICK D & B L JT	1352 LAWLER RANCH PKWY	SUISUN CITY CA 94585	1352 LAWLER RANCH PA	19/08	492.05	24.92	516.97
3243203	MORRIS ROSEMARIE	229 LEAFWOOD CT	SUISUN CITY CA 94585	229 LEAFWOOD COURT	19/07	245.32	22.45	267.77
3229120	SINGH SUKHRAJ	914 LIBERTY DR	SUISUN CITY CA 94585	914 LIBERTY DRIVE	19/07	250.92	22.51	273.43
3229121	THOMPSON KATHRYN L	910 LIBERTY DR	SUISUN CITY CA 94585	910 LIBERTY DRIVE	19/05	243.90	22.44	266.34
17439213	WHITEMON MARVIN A	1621 LITTLE ROCK CR	SUISUN CITY CA 94585	1621 LITTLE ROCK CIR	19/08	194.47	21.94	216.41
3730124	SALEH JAMIL HAMID	1304 LOIS LN	SUISUN CITY CA 94585	1304 LOIS LANE	19/07	245.32	22.45	267.77
3730204	PAL VANDANA	1311 LOIS LN	SUISUN CITY CA 94585	1311 LOIS LANE	19/05	49.37	20.49	69.86
3224220	HARDIN SAMUEL C III	208 LONG ST	SUISUN CITY CA 94585	208 LONG STREET	19/08	558.04	25.58	583.62
17338133	SAMAYOA OTTO & ROSA JT	918 LONGSPUR DR	SUISUN CITY CA 94585	918 LONGSPUR DRIVE	19/07	40.89	20.41	61.30
3207412	SHANE BALLMAN	707 LOTZ WY	SUISUN CITY CA 94585	707 LOTZ WAY	19/07	245.32	22.45	267.77

17380210	DAVID DANIELS	408 MALONEY CT	SUISUN CITY CA 94585	408 MALONEY COURT	19/08	247.88	22.48	270.36
3224415	CLINTON ROBIN YOUNG TRUST	972 FOREST ST.	SHASTA LAKE CA 96019	236 MAPLE STREET	19/08	67.84	20.68	88.52
17324110	COATES JEFFREY J T	617 MARCIA LN	SUISUN CITY CA 94585	617 MARCIA LANE	19/07	322.58	23.23	345.81
3230101	BUSH ELVA L	401 MARINA BL	SUISUN CITY CA 94585	401 MARINA BOULEVARD	19/08	493.96	24.94	518.90
17360407	DARNELL WENDY JT	316 MARSTON CT	SUISUN CITY CA 94585	316 MARSTON COURT	19/05	243.90	22.44	266.34
17440603	JONES ERIC & WASHON JT	1608 MAXWELL LN	SUISUN CITY CA 94585	1608 MAXWELL LANE	19/08	122.11	21.22	143.33
17347203	FOURNIER THOMAS P	1251 MAYFIELD CIR	SUISUN CITY CA 94585	1251 MAYFIELD CIRCLE	19/07	84.25	20.84	105.09
17347302	HAILEY JEFFREY A & KRISTEN J	94 BOWYER RD	SUISUN CITY CA 94585	1227 MAYFIELD CR	19/07	245.32	22.45	267.77
17359203	JOHNSON KURT	1200 MAYFIELD CR	ANNAPOLIS MD 21402	1296 MAYFIELD CIRCLE	19/05	241.63	22.42	264.05
17346137	SACMAN WARLITO C & T M TR	1060 MAYFIELD WY	SUISUN CITY CA 94585	1200 MAYFIELD CIRCLE	19/08	247.88	22.48	270.36
17379001	YAZABI, ABDEL N TOD	1007 MAYFIELD CT	SUISUN CITY CA 94585	1007 MAYFIELD WAY	19/08	372.10	23.72	395.82
17443209	JEREMY & JOHANNA LUCERO	1665 MCGUIRE CR	SUISUN CITY CA 94585	1665 MCGUIRE CIRCLE	19/05	622.54	26.23	648.77
17360505	RANSOM CHARLES SR & D P JT	312 MCNABE CT	SUISUN CITY CA 94585	312 MCNABE COURT	19/05	243.90	22.44	266.34
17380306	WILLIE TURNER	430 MEEHAN CT	SUISUN CITY CA 94585	430 MEEHAN COURT	19/06	195.37	21.95	217.32
17380416	CONSE HOLLY & RENE	421 MEEHAN CT	SUISUN CITY CA 94585	421 MEEHAN COURT	19/08	247.88	22.48	270.36
3719219	ENALUT WILLIAM W & DOLORES JT	1203 MICHAEL CT	SUISUN CITY CA 94585	1203 MICHAEL COURT	19/05	43.90	20.44	64.34
17425426	FAIRCHILD KARL F & MARY H JT	701 MONTE CARLO DR	SUISUN CITY CA 94585	701 MONTE CARLO DRIV	19/08	130.08	21.30	151.38
17418107	TAH 2015-1 BORROWER LLC	2365 IRON POINT R #102	FOLSOM CA 95630	1514 MONTEBELLO DRIVE	19/08	241.78	22.42	264.20
3240104	OCHOA JOSELTIONAL MTG ASSC	814 MOSSWOOD DR.	SUISUN CITY CA 94585	814 MOSSWOOD DRIVE	19/05	294.72	22.95	317.67
17317606	CORTESE JEFF	904 MURRE WY	SUISUN CITY CA 94585	904 MURRE WAY	19/08	247.88	22.48	270.36
17317607	CORTES JOSE LUIS GODINEZ JT	570 CLOVER DR	TURLOCK CA 95380	902 MURRE WAY	19/07	40.67	20.41	61.08
17313408	VELASQUEZ AIDALILA & W JT	908 MUSCOVY CT	SUISUN CITY CA 94585	908 MUSCOVY COURT	19/05	243.90	22.44	266.34
3724149	ALYCIA IONES	1106 NANCY CT.	SUISUN CITY CA 94585	1106 NANCY COURT	19/06	24.60	20.25	44.85
17368216	ROBINSON-HARDY RENEE	730 PALERMO DR	SUISUN CITY CA 94585	730 PALERMO DRIVE	19/07	119.66	21.20	140.86
17362145	WILLIAMS LOUISE TR	325 PERKINS CT	SUISUN CITY CA 94585	325 PERKINS COURT	19/07	245.32	22.45	267.77
17323311	ROSE LINDA MARIE	607 PEYTONIA CT	SUISUN CITY CA 94585	607 PEYTONIA COURT	19/06	245.32	22.45	267.77
17323321	CLARK TINA JT	1105 PHEASANT DR	SUISUN CITY CA 94585	1105 PHEASANT DRIVE	19/05	243.90	22.44	266.34
17323325	DAY OLLIE JT	1123 PHEASANT DR	SUISUN CITY CA 94585	1123 PHEASANT DRIVE	19/05	287.77	22.88	310.65
3733303	ROBINSON PATRICK R & P JT	1203 PHEASANT DR	SUISUN CITY CA 94585	1203 PHEASANT DRIVE	19/05	243.90	22.44	266.34
37331090	TODD HOGLUND	1326 PHILIP WY	SUISUN CITY CA 94585	1326 PHILIP WAY	19/08	492.05	24.92	516.97
37141160	LINDA BARNETT/PRISKE & BARBARA BARNE	1339 PHILLIP WAY	SUISUN CITY CA 94585	1339 PHILIP WAY	19/05	262.87	22.63	285.50
17304438	JOVIAN COLBERT	1312 PHILLIP WAY	SUISUN CITY CA 94585	1312 PHILLIP WAY	19/07	245.32	22.45	267.77
17319411	MASH AJOL	318 PINTAIL DR	SUISUN CITY CA 94585	318 PINTAIL DRIVE	19/06	245.32	22.45	267.77
17331230	HERMESCH JOEL & CELIA JT	1035 PINTAIL DR	SUISUN CITY CA 94585	1035 PINTAIL DRIVE	19/08	301.11	23.01	324.12
17336303	JACKSON JONATHAN A	1317 PINTAIL DR	SUISUN CITY CA 94585	1317 PINTAIL DRIVE	19/08	247.88	22.48	270.36
17337106	GORDON WALTER S IV TR	1417 PINTAIL DR	SUISUN CITY CA 94585	1417 PINTAIL DRIVE	19/08	241.78	22.42	264.20
17359410	DUNN RONALD	816 POCHARD WY	SUISUN CITY CA 94585	816 POCHARD WAY	19/05	243.90	22.44	266.34
17360217	MONISOLA FASHOKUM	1212 POTRERO CIR.	SUISUN CITY CA 94585	1212 POTRERO CIRCLE	19/07	259.94	22.60	282.54
17361202	LIU JULIE	P O BOX 2511	SUISUN CITY CA 94585	1277 POTRERO CIRCLE	19/07	245.32	22.45	267.77
17368202	HERNANDEZ BASILIA M & J A JT	159 CAMINO DEL SOL	VALLEJO CA 94591	1301 POTRERO CIRCLE	19/08	586.90	25.87	612.77
17371204	SANTOS JOSELITO V C & G A JT	1036 POTRERO CR	SUISUN CITY CA 94585	1036 POTRERO CIRCLE	19/06	0.78	20.01	20.79
17375144	RUBEN & VERONICA GUZMAN	1039 PRAIRIE DR	SUISUN CITY CA 94585	260 POTRERO STREET	19/05	243.90	22.44	266.34
17341208	JACKSON ERNEST N & BETTY A JT	308 PROMENADE CIR.	SUISUN CITY CA 94585	308 PROMENADE CIRCLE	19/07	245.32	22.45	267.77
17345205	VIRAY JOSEPHINE A & ROBERT JT	1418 PROSPECT WY	SUISUN CITY CA 94585	1418 PROSPECT WAY	19/05	243.90	22.44	266.34
17345208	GERMANY EUGENE & LILLIE R JT	1311 REBECCA DR	SUISUN CITY CA 94585	1311 REBECCA DRIVE	19/08	247.88	22.48	270.36
17345227	NARAIN SURUI & LOLITA K JT	1317 REBECCA DR	SUISUN CITY CA 94585	1317 REBECCA DRIVE	19/08	197.95	21.98	219.93
17374104	WASHINGTON PAULA K & C M JT	5027 ANAHEIM LOOP	UNION CITY CA 94587	1301 REBECCA DRIVE	19/07	206.69	22.07	228.76
17374107	PICKETTAY EBONY N	254 REDSTONE CR	SUISUN CITY CA 94585	254 REDSTONE CIRCLE	19/05	243.90	22.44	266.34
17374312	RAMIREZ ARTURO G	266 REDSTONE CR	SUISUN CITY CA 94585	266 REDSTONE CIRCLE	19/08	367.13	23.67	390.80
17366408	CARDOSO MIGUEL A & VERONICA	204 REDSTONE CR	SUISUN CITY CA 94585	204 REDSTONE CIRCLE	19/05	243.90	22.44	266.34
17308420	CARDENAS DENNIS G	PO BOX 1547	SUISUN CITY CA 94585	315 RIDGECREST CIRCLE	19/08	247.88	22.48	270.36
17308521	KODWILL ENTERPRISES LLC	405 RING NECK LN	SUISUN CITY CA 94585	405 RING NECK LANE	19/07	245.32	22.45	267.77
3237206	CHEN RUOZHEN	1004 VISTA POINTE CIR	SAN RAMON CA 94582	605 RING NECK LANE	19/07	244.03	22.44	266.47
3240315	CHRISTENSEN BARBARA & MARK JT	8 PERRY DR.	PRINCETON JUNCTION NJ 08550	513 RIO VERDE	19/05	243.90	22.44	266.34
3718027	RUTTENBERG JOSEPHA & J L JT	409 SARAH WY	SUISUN CITY CA 94585	64 RODONDO AVENUE	19/07	245.32	22.45	267.77
				409 SARAH WAY	19/06	245.32	22.45	267.77

17369111	GIRGIS NAGI Y	208 SEABURY ST	SUISUN CITY CA 94585	208 SEABURY STREET	19/07	67.97	20.68	88.65
17319402	MASSEY/CLEAVER & LISA JT	703 SEAGULL DR	SUISUN CITY CA 94585	703 SEAGULL DRIVE	19/05	139.19	21.39	160.58
17321115	CHENS REAL FORTUNE LLC N	3303 BEL MIRA WAY	SAN JOSE CA 95135	702 SEAGULL DRIVE	19/08	75.15	20.75	95.90
17321125	WOODS LAWRENCE W & L D JT	606 SEAGULL DR	SUISUN CITY CA 94585	606 SEAGULL DRIVE	19/08	247.88	22.48	270.36
17324411	BUONCRISTIANI AARON	513 SEAGULL DR	SUISUN CITY CA 94585	513 SEAGULL DRIVE	19/08	268.39	22.68	291.07
17363311	MOORE WANDA	918 SHADYWOOD CR	SUISUN CITY CA 94585	918 SHADYWOOD CIRCLE	19/07	245.32	22.45	267.77
17363315	PURVIS LA T J	940 SHADYWOOD CIR	SUISUN CITY CA 94585	910 SHADYWOOD CIRCLE	19/08	383.64	23.84	407.48
17364527	CASSIDY/SHERRI B	938 SHADYWOOD CR	SUISUN CITY CA 94585	938 SHADYWOOD CIRCLE	19/08	313.76	23.14	336.90
17364523	CHAN PATRICK	708 SHANNON DRIVE	SUISUN CITY CA 94585	708 SHANNON DRIVE	19/07	246.60	22.47	269.07
17306311	MOORE YONE	403 SHOVELLER DR	SUISUN CITY CA 94585	403 SHOVELLER DRIVE	19/08	614.15	26.14	640.29
17307102	CLARK DEONINA NICOLE JT	418 SHOVELLER DR	SUISUN CITY CA 94585	418 SHOVELLER DRIVE	19/07	241.13	22.41	263.54
17323114	TAH 2015-1 BORROWER 1	503 SHRIKE CT	SUISUN CITY CA 94585	503 SHRIKE COURT	19/08	247.88	22.48	270.36
173202300	DEMARCOS AYERS	2365 IRON POINT RD #102	FOLSOM CA 95630-8714	1050 SILK OAK DRIVE	19/08	241.78	22.42	264.20
17310105	GREEN NATHANIEL JR/GUZMAN MARJORIE	618 SKYLARK DR.	SUISUN CITY CA 94585	618 SKYLARK DR.	19/06	245.32	22.45	267.77
3211307	HALL STEPHEN E	516 SNOW DR	SUISUN CITY CA 94585	516 SNOW DRIVE	19/07	263.26	22.63	285.89
174514160	JIMENEZ JOANNA TANAP	224 SOLANO ST	SUISUN CITY CA 94585	224 SOLANO STREET	19/05	243.90	22.44	266.34
3737032	KHEHRA SARAB	1750 STONEMAN DR.	SAN RAFAEL CA 94901	831 SPOONBILL LANE	19/07	737.54	27.38	764.92
3738031	MATIC BRIAN DEL MORAL	181 SUMMERTIME LANE	SUISUN CITY CA 94585	1750 STONEMAN DRIVE	19/05	243.97	22.44	266.41
3208411	MARQUEZ STEPHANIE	62 CROWN CIR.	S SAN FRANCISCO CA 94080	1125 STRAWBERRY LANE	19/06	106.11	21.06	127.17
3216425	SANDERS ANNA MARIE	518 SUISUN ST	SUISUN CITY CA 94585	1141 STRAWBERRY LANE	19/07	245.32	22.45	267.77
3736016	JOSE CASTRO	1105 SUISUN ST	SUISUN CITY CA 94585	518 SUISUN STREET	19/08	492.05	24.92	516.97
3738004	WILLIAMS VALERIE M & MICHAEL W	113 SUMMERTIME LN	SUISUN CITY CA 94585	1105 SUISUN STREET	19/06	245.32	22.45	267.77
17376304	CALIZ IDALIA M	159 SUNSHINE ST.	SUISUN CITY CA 94585	113 SUMMERTIME LANE	19/07	245.32	22.45	267.77
17377217	CRAWLEY MARISSA L	254 TAMARISK CR	SUISUN CITY CA 94585	159 SUNSHINE STREET	19/05	200.18	22.00	222.18
17319432	PELAYO MANUEL	208 TAMARISK CR	SUISUN CITY CA 94585	254 TAMARISK CIRCLE	19/05	243.90	22.44	266.34
17370314	MCCURN JULIUS SR JT	1310 THRASHER WY	SUISUN CITY CA 94585	208 TAMARISK CIRCLE	19/05	243.90	22.44	266.34
17447305	ANTHONY EDDIE & ATRESE	1406 TILLMAN ST	SUISUN CITY CA 94585	232 TAMARISK CIRCLE	19/08	247.88	22.48	270.36
17343502	DENISE YAP	516 SKYLARK DR.	SUISUN CITY CA 94585	1310 THRASHER WAY	19/06	242.92	22.43	265.35
17343506	ROBERT KOENITZER	838 TULARE CR	SUISUN CITY CA 94585	1406 TILLMAN STREET	19/06	245.32	22.45	267.77
17311313	BARRETO NICK J & ELENA T	831 TULARE CR	SUISUN CITY CA 94585	1616 TUCSON CIRCLE	19/06	245.32	22.45	267.77
17311408	DANG VANTRUONG	554 BRITTANY CT.	PETALUMA CA 94952	838 TULARE CIRCLE	19/05	243.90	22.44	266.34
17425514	POPLIN JAMIES L	618 TULE GOOSE DR	SUISUN CITY CA 94585	831 TULARE CIRCLE	19/06	245.32	22.45	267.77
17425404	LEWIS ANITRA R	607 TULE GOOSE DR	SUISUN CITY CA 94585	839 TULARE CIRCLE	19/07	23.10	20.23	43.33
3224209	EMGEM LLC	509 VENTURA CT	SUISUN CITY CA 94585	618 TULE GOOSE DRIVE	19/06	245.32	22.45	267.77
17318710	HUANG XIAO SHAN	1726 VENTURA WY	NOVATO CA 94948	607 TULE GOOSE DRIVE	19/08	37.88	20.38	58.26
17318804	OLLISON ELEZA	98 BOX 806	UPPER SCRATON PA 18505	509 VENTURA COURT	19/05	228.88	22.29	251.17
17344314	VANASIT VANITHONG & PHIEU JT	1213 WAXWING LN	SUISUN CITY CA 94585	1726 VENTURA WAY	19/05	243.90	22.44	266.34
17344311	MUNOZ JOSE JT	905 WESTWIND CT	SUISUN CITY CA 94585	233 WALNUT STREET	19/08	492.88	24.93	517.81
17344402	WALLACE NEVELL & ANGELA G	1019 WESTWIND WY	SUISUN CITY CA 94585	1110 WAXWING LANE	19/07	99.72	21.00	120.72
17320201	DALLIN LLC	1002 WESTWIND WY	SUISUN CITY CA 94585	1213 WAXWING LANE	19/08	247.88	22.48	270.36
17320204	HUKILL WILLIAM M	1999-HARRISON ST	OAKLAND CA 94612	905 WESTWIND COURT	19/06	245.32	22.45	267.77
3232106	WILLIAMS TENISHA M	1114 WHIPPORWILL WY	SUISUN CITY CA 94585	1019 WESTWIND WAY	19/08	668.20	26.68	694.88
3232303	MORGAN VALENTINA	727 WHISPERING BAY LANE	SUISUN CITY CA 94585	1002 WESTWIND WAY	19/07	245.32	22.45	267.77
3231204	SKINNER ANITA	705 WHISNERING BAY LN	SUISUN CITY CA 94585	1120 WHIPPORWILL WAY	19/07	245.32	22.45	267.77
17312318	MURPHY SION	388 PUEBLO WAY	VALLEJO CA 94591-8242	1114 WHIPPORWILL WAY	19/06	245.32	22.45	267.77
17341401	HOBSON RITA D	805 WHITNEY AV	SUISUN CITY CA 94585	727 WHISPERING BAY L	19/06	615.44	26.15	641.59
17335101	BAGOS JAMES S JT	502 WHOOPER WY	SUISUN CITY CA 94585	722 WHISPERING BAY L	19/06	245.32	22.45	267.77
17336525	OLMOS-AGUILERA MARIO	1022 WHOOPER WAY	SUISUN CITY CA 94585	705 WHISPERING BAY LANE	19/07	245.32	22.45	267.77
17336616	GRIFFITH ALBERT L	1031 WHOOPER WY	SUISUN CITY CA 94585	606 WHITE WING COURT	19/07	245.32	22.45	267.77
17306106	MARTINEZ MARIA ELENA TR	186 ASHTON AV	SAN FRANCISCO CA 94112	805 WHITNEY AVENUE	19/07	245.32	22.45	267.77
17308201	ROSALES JORGE R C/ARANGO NATHALIE M	626 WIGEON WY	SUISUN CITY CA 94585	907 WHITNEY AVENUE	19/07	244.03	22.44	266.47
17308202	WILSON WENDY J	624 WIGEON WY	SUISUN CITY CA 94585	502 WHOOPER WAY	19/06	195.90	21.96	217.86
17310209	CARRBRIDGE LLC	8665 E HARTFORD DR. #200	SCOTTSDALE AZ 85255	1022 WHOOPER WAY	19/05	296.09	22.96	319.05
				1031 WHOOPER WAY	19/05	243.90	22.44	266.34
				720 WIGEON WAY	19/05	264.48	22.64	287.12
				626 WIGEON WAY	19/08	363.00	23.63	386.63
				517 WIGEON WAY	19/05	243.90	22.44	266.34
					19/08	40.30	20.40	60.70

17344301	BROWN GREGORY S & SAWOI JT	1010 WINTERS WY	SUISUN CITY CA 94585	1010 WINTERS WAY	19/07	246.60	22.47	269.07
17307606	BOSTIC ANGELA M	509 WOOD DUCK DR	SUISUN CITY CA 94585	509 WOOD DUCK DRIVE	19/07	245.32	22.45	267.77
17314102	MEDINA GUILLERMO & LURDES M JT	523 WOOD DUCK DR	SUISUN CITY CA 94585	523 WOOD DUCK DRIVE	19/07	245.32	22.45	267.77
17323105	MUGAMBO JOHN JT	5420 DEER PARK DR.	ROANOKE VA 24019-2606	506 WOODLARK DRIVE	19/07	245.32	22.45	267.77
17323213	TOWNSEND KENNETH D & SUSAN JT	3525 VALLEY VIEW CT	FAIRFIELD CA 94534-8633	515 WOODLARK DRIVE	19/06	246.92	22.47	269.39
3719110	CHURCHWELL NICKOLAUS A	1301 WORLEY RD	SUISUN CITY CA 94585	1301 WORLEY ROAD	19/06	245.32	22.45	267.77
3719241	ORENIA LIBERTY	1213 WORLEY WY	SUISUN CITY CA 94585	1213 WORLEY ROAD	19/07	245.32	22.45	267.77
3719242	SCHULT GLORIA L	201 YARROW CT	SUISUN CITY CA 94585	1215 WORLEY ROAD	19/06	245.32	22.45	267.77
17376213	DILES CALVIN & ROBYN JT	832 YOSEMITE WY	SUISUN CITY CA 94585	201 YARROW COURT	19/06	40.89	20.41	61.30
17345501	LAWSON LINDA SUE	833 YOSEMITE WY	SUISUN CITY CA 94585	832 YOSEMITE WAY	19/05	243.90	22.44	266.34
17345617	CAREY EMILY OLEVA	903 YOSEMITE WY	SUISUN CITY CA 94585	833 YOSEMITE WAY	19/05	243.90	22.44	266.34
17345619	FULLEN, STEVEN & CRISTINA	911 YOSEMITE WY	SUISUN CITY CA 94585	903 YOSEMITE WAY	19/05	196.34	21.96	218.30
17345623	FLORES DENNIS Y JR	1653 YOUNGSTOWN LN	SUISUN CITY CA 94585	911 YOSEMITE WAY	19/05	243.90	22.44	266.34
17448113	CARIERO ANTHONY F	1649 YOUNGSTOWN LANE	SUISUN CITY CA 94585	1653 YOUNGSTOWN LANE	19/07	245.32	22.45	267.77
17448114	TAYLOR-WHALEN CHERYL LYNN JT	1649 YOUNGSTOWN LANE	SUISUN CITY CA 94585	1649 YOUNGSTOWN LANE	19/06	245.32	22.45	267.77
TOTAL						75,846.58	6,858.47	82,705.05

AGENDA TRANSMITTAL

MEETING DATE: October 22, 2019

CITY AGENDA ITEM: Adoption of Resolution No. 2019 – Adopting the Suisun City Strategic Plan

FISCAL IMPACT: There will not be an immediate fiscal impact, but the Strategic Plan will be used to help guide future budget priorities.

BACKGROUND: The City of Suisun City has never had a Mission Statement, a Vision Statement, or a Statement of Values. The City of Suisun City has not operated with written goals and has not had a Strategic Plan for identifying goals and a way to achieve those goals. After interviewing several qualified consultants, Staff engaged the services of Regional Government Services (RGS) to facilitate the preparation of a Strategic Plan for Suisun City.

RGS met with the City Manager, Department Heads, and Councilmembers individually to discuss priorities. RGS reviewed the Annual Budget, recent Council meetings and agendas, outreached to the community, and prepared an on-line survey. A workshop was held at City Hall on Tuesday, August 27th to solicit community participation.

City Council and Department Heads participated in another workshop on October 3rd to identify some key goals.

STAFF REPORT: The attached draft Strategic Plan includes draft wording for a Mission Statement, a Vision Statement, and a Statement of Values. The plan itself has an “A” and a “B” option regarding whether Revitalizing Downtown would be a standalone goal or be a part of Developing a Sustainable Economy. There are also some Strategies identified to help toward achieving the goals, as was discussed at the Council workshop.

Kendall Flint from RGS will present the draft plan for Council consideration. Council can adopt the plan with either option “A” or option “B,” make modifications during this meeting, or provide direction for additional work to the plan.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019 – Adopting the Suisun City Strategic Plan.

ATTACHMENTS:

1. Resolution No. 2019– Adopting the Suisun City Strategic Plan
2. Draft Strategic Plan
3. Presentation

PREPARED BY:

Greg Folsom, City Manager

REVIEWED BY:

APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE SUISUN CITY STRATEGIC PLAN**

WHEREAS, the City Council of the City of Suisun City desires to establish a Strategic Plan intended to help guide future budget priorities for the City; and

WHEREAS, on October 3, 2019 the City Council held a Special Meeting to conduct a Strategic Plan Workshop; and

WHEREAS, the Strategic Plan will help identify and achieve long term goals for the City; and

WHEREAS, a Mission Statement, Vision Statement, and a Statement of Values will be developed along with the Strategic Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts the Suisun City Strategic Plan.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 22nd day of October 2019, by the following vote:

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

WITNESS my hand and the seal of said City this 22nd day of October 2019.

Donna Pock, CMC
Deputy City Clerk

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2020-2025 STRATEGIC PLAN

SUMMARY REPORT

Prepared by
Kendall Flint
Steve Flint



Contents

1

Executive Summary and
SWOT Analysis

3

Workshop and
Survey Results

8

Draft Strategic Plan



Executive Summary

The City of Suisun City City Council directed staff to facilitate the development of a Strategic Plan to better position the City to prioritize the goals of the Council in a fiscally viable manner, aligning fiscal and human resources to achieve the agency's short- and long-term goals. Regional Government Services (RGS) was selected for this effort in June of 2019.

The RGS consultant team met with the Mayor, City Council members, City Manager and key staff to identify key issues, goals and desired outcomes. They also conducted a comprehensive audit reviewing all efforts currently prioritized by the City. This included a review of financial statements, annual budgets, Council meetings and local news reports.

To help guide the process, RGS utilized an approach based on the tenants of "SMART" planning; ensuring that the Plan's goals and strategies are specific, measurable, attainable, realistic and relevant to the City's focus and timely.



The effort included a community outreach component, public workshop, online survey and Council Study Session, resulting in the Draft Plan included for Council consideration in this document.



SWOT Analysis

While a number of topics and issues were raised throughout this effort, the following table represents the most consistent opinions across the diverse participants groups regarding the City's Strengths, Weaknesses, Opportunities and Threats.



City of Suisun City 2019 SWOT Analysis

<h3>STRENGTHS</h3> <ul style="list-style-type: none">• Waterfront access.• Sense of "community".• Unique neighborhoods.• Historic downtown.• Access to rail and transportation.• Proximity to Bay Area.	<h3>WEAKNESSES</h3> <ul style="list-style-type: none">• Lack of sales-tax generating businesses.• Crime rate.• Poor circulation and traffic.• Lack of succession planning for staff.• Entrance to City via Highway 12.• Overall cleanliness of community
<h3>THREATS</h3> <ul style="list-style-type: none">• Lack of funding for fire services and road maintenance.• Impacts of sea level rise / climate change.• Increase in homeless population.• Ability to provide long term funding for dredging.	<h3>OPPORTUNITIES</h3> <ul style="list-style-type: none">• Revitalization of the Downtown area.• Development of underutilized parcels of land in the City.• Better utilization/capitalization of rail access via Amtrak.



Public Workshop

Tuesday, August 27

The City conducted a public workshop to provide the community with an opportunity to share its views on the challenges and opportunities facing the City.

The meeting was promoted on the City's website and through social media channels. In addition, flyers were created and posted throughout the City.



STRATEGIC PLAN WORKSHOP



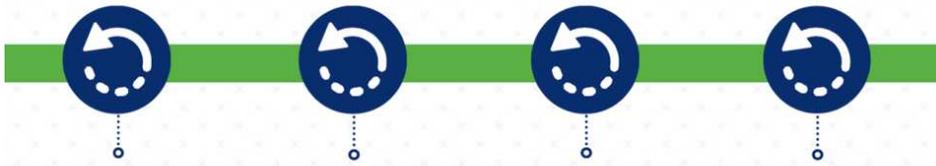
HELP US PLAN FOR OUR CITY'S FUTURE

Tuesday, August 27

7:00 PM - 8:30 PM

City Hall Council Chambers
701 Civic Center Blvd, Suisun City

If you could change one thing to make Suisun City a better place to live now and in the future, what change would you like to see?



What do you think are SuisunCity's biggest assets?





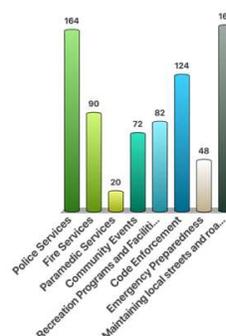
Public Workshop

The top priorities for workshop participants were:

1. **Maintaining local streets and roads.**
2. **Attracting new businesses.**
3. **Revitalizing Downtown.**
4. **Police Services**
5. **Code enforcement**

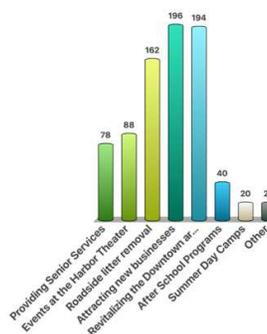
What are your top FIVE priorities?

1. Police Services
2. Fire Services
3. Paramedic Services
4. Community Events
5. Recreation Programs and Facilities
6. Code Enforcement
7. Emergency Preparedness
8. Maintaining local streets and roads



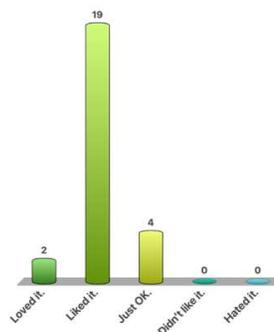
What are your top FIVE priorities?

1. Providing Senior Services
2. Events at the Harbor Theater
3. Roadside litter removal
4. Attracting new businesses
5. Revitalizing the Downtown area
6. After School Programs
7. Summer Day Camps
8. Other



How did you like the meeting?

1. Loved it.
2. Liked it.
3. Just OK.
4. Didn't like it.
5. Hated it.





Online Survey

Community/Faith Based Groups Contacted

SENIORS

Casa De Suisun Apartments
Joseph Nelson Community Center
Seabreeze Mobile Home Park
Senior Coalition of Solano County
Suisun City Senior Center

SERVICE GROUPS

American Legion Post 182
DAV Chapter 81
Fairfield HOST Lions Club
Fairfield-Suisun Rotary Club
Fairfield-Suisun Twilight Rotary Club
Fraternal Order of Eagles
Native Daughters of the Golden West
Salvation Army Kroc Center
Soroptimist Int'l of Central Solano
VFW Post 2333
Wednesday Club

CIVIC GROUPS

Filipino-American Chamber of Commerce
Filipino-American Community of Fairfield-Suisun-Vacaville
Filipino Community of Solano County
FMHI-Solano
Hispanic Outreach and Latino Access (HOLA)
Solano Hispanic Chamber of Commerce

CHURCHES

Fairfield Korean Baptist Church
Fairfield Suisun Spanish Church
First Christian Church
Grace Community Church
Harbor Community Church
Macedonia Church of God in Christ
Marina Church
Mount Calvary Baptist Church

The City developed and deployed an online survey during the months from August 20 through October 15th. The survey which was made available in English and Spanish, was taken by 232 participants. It was promoted on the City's website, social media and via community groups and events including the City's Farmers Market.



The top priorities for workshop participants were:

1. Public Safety
2. Economic Development
3. Maintaining Local Streets and Roads

Complete results are being provided as an attachment however this summary includes highlights from respondents feedback.

Q2 What is your favorite thing about living in Suisun City? ¿Qué es lo que más le gusta de vivir en Suisun City?

neighbors Home cooling place water Nothing Small town atmosphere Low crime
people cost weather near water Close Suisun marina Events quiet
close water area near live feeling Small town feel
quaint waterfront Nice small town access
community Crime small Old Town city marsh restaurants
feel safe boat activities water front Close work location good small community
nature downtown friendly S Low



Online Survey

Q3 What is your least favorite thing about living in Suisun City? ¿Qué es lo que menos que le gusta de vivir en Suisun City?

poor road conditions empty maintained homeless people Walters Rd people Old Town
Homelessness fire increasing residents Suisun City Traffic highway
neighborhoods lots enough everywhere downtown kept need Hwy
traffic landscaping shopping High city live Lack lighting
crime take homeless buildings streets transients
areas leave businesses Way trash Also restaurants crime rate
parking now Suisun place police problem town services homeless population grown
Highway ignored much code enforcement

Q4 What do you think are Suisun City's biggest assets? ¿Cuáles son los mayores atractivos de Suisun City?

businesses Beautiful city parks Suisun nice size Bay Area Water front s potential
small harbor Community center area Events Marina
Kroc Center waterfront train station Downtown water
Location Small town atmosphere small town small town feel people
district marsh great delta None downtown area Activities diversity

Q5 What do you think are Suisun City's biggest challenges? ¿Cuáles son los mayores desafíos de Suisun City?

Homeless population camps Homeless people improving tax base enough Attracting
buildings money Attracting businesses area s residents Spending funds filling
Homelessness coming lack clean businesses infrastructure
city Keeping crime Homeless police fire Crime parks
Keeping Bringing Need Code enforcement Police repair streets make
people care better neighborhoods roads Economic Development downtown ways fires
safe Growth vacant living



Council Workshop

Thursday, October 3

The City Council held a study session which was attended by staff and open to the public on October 3, 2019. Council reviewed results of the outreach effort and developed their own set of goals and strategies which were captured via notes and then used to develop the draft plan for Council consideration.





Draft Strategic Plan

*These are
DRAFT
statements
based on the
Council's
submitted
suggestions.*

Our Mission

Suisun City's mission is to provide a safe, healthy, inclusive community resulting in an exceptional quality of life where our residents and businesses may thrive.

Our Vision

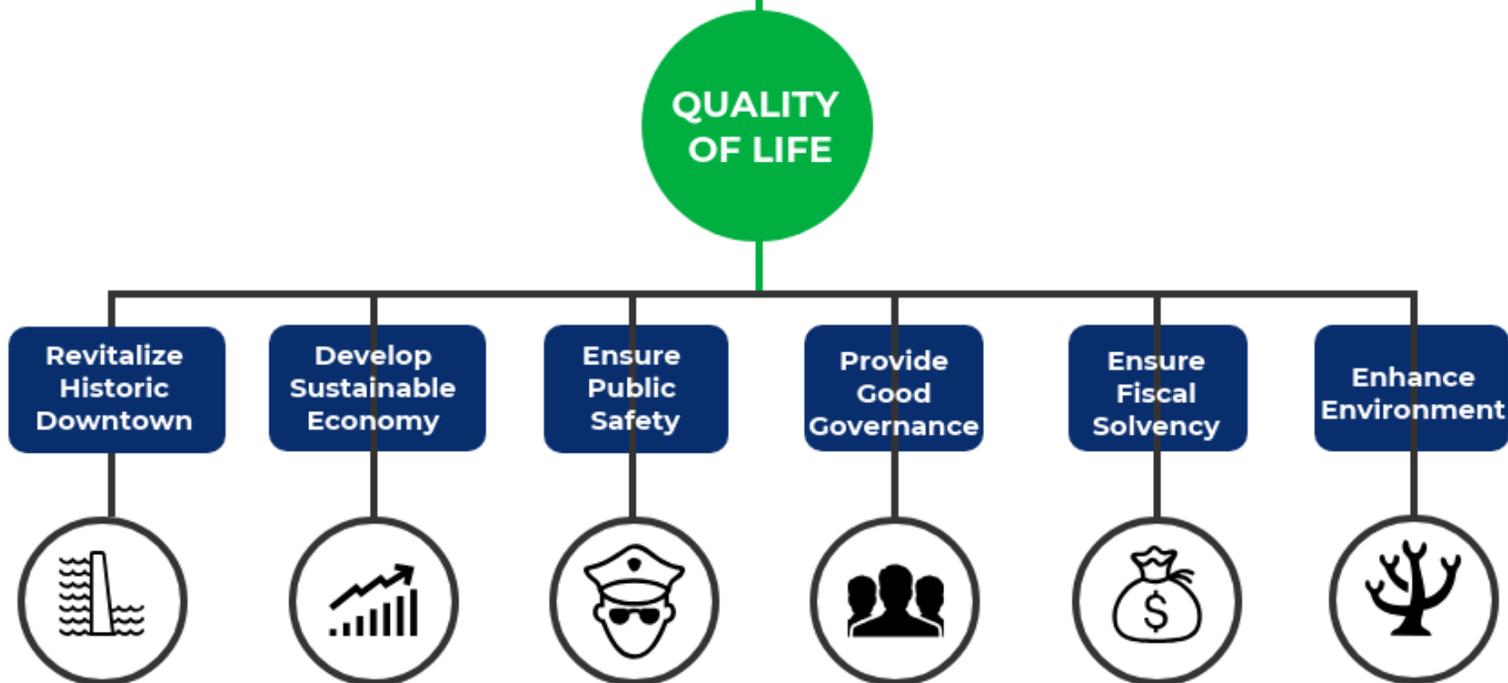
Suisun City is an active, inclusive, thriving and sustainable community committed to maintaining harmony between its urban and rural areas, supporting its history, arts and natural environment and its thriving waterfront district, fostering opportunities for current and future generations.

Our Values

Integrity
Transparency
Innovation
Inclusivity
Diversity
Service
Sustainability
Community

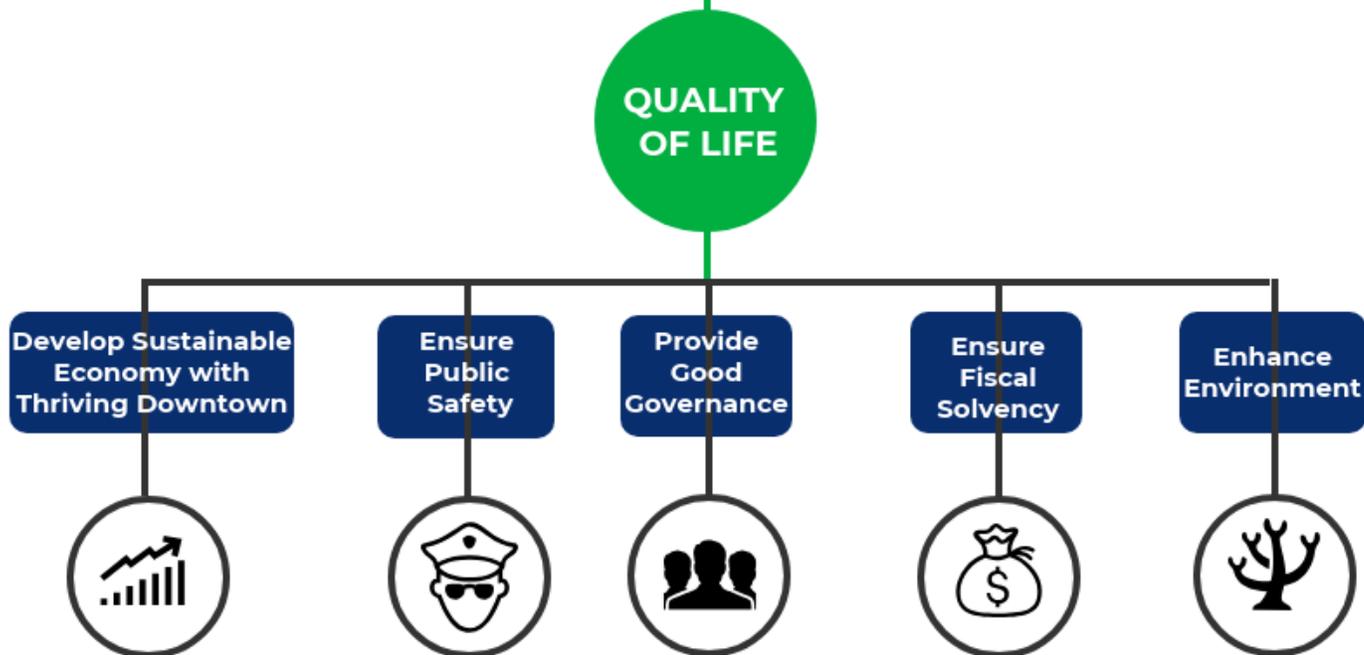
STRATEGIC PLAN (A)

Draft 2020-2025 Strategic Plan Goals



STRATEGIC PLAN (B)

Draft 2020-2025 Strategic Plan Goals





1. Revitalize Historic Downtown

Strategies

1. Improve the Downtown District and historic areas.
2. Improve tree inventory and plant more trees.
3. Improve walkability of Downtown.
4. Explore viable tax-enhancing mechanisms to improve infrastructure.
5. Quantify desired districts and business types in Downtown.
6. Explore and enhance partnerships for business development and education.
7. Promote better utilization of waterways.
8. Maintain a clean and attractive City.
9. Rezone areas around the train depot to allow for more housing opportunities.



2. Develop Sustainable Economy

Strategies

1. Promote sustainable economic growth by attracting small and medium-sized businesses and creating jobs.
2. Increase eco-tourism opportunities through better utilization of ecological assets.
3. Determine the economic viability of specific land uses.
4. Be business friendly and provide excellent customer service.
5. Perform a detailed inventory of underutilized land in the city and develop a plan to activate the property over a ten-year period.



3. Ensure Public Safety

Strategies

1. Establish an acceptable staffing level for police and fire services to maintain public safety and identify funding mechanisms.
2. Improve safety for all modes of travel including vehicles, pedestrian and bicycles
3. Develop a program to keep all public spaces, parks, medians, and neighborhood gateways clean and well maintained.
4. Ensure vacant landowner code compliance
5. Optimize the use of technology to drive efficiency, productivity and customer service
6. Develop and implement emergency preparation, response and recovery plans across the organization in collaboration with other community efforts
7. Pursue cost recovery for first-responders medical calls (insurance policy)
8. Develop an Emergency Operation Center (EOC)
9. Elevate the level of EMS care (Paramedic)
10. Create a coordinated team to address issues not just symptoms by partnering with social services to connect unsheltered residents with resources and housing.



4. Provide Good Governance

Strategies

1. Review and update required planning documents as needed.
2. Develop a community partnership plan to increase community engagement at all levels of the city in events, volunteer opportunity and commission/committee involvement.
3. Develop partnerships with education, governmental and other agencies to deliver services and/or support efforts on behalf of the City.
4. Update the resource management plan.
5. Create diversity in staffing that is representative of the community.
6. Apply appropriate training technology and tools for staff efficiency.
7. Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of the municipal organization.
8. Continuously improve the City's governance process.
9. Seek balance between property rights and social responsibility
10. Develop a web site that is easy to use/navigate.
11. Promote proactive public education through multiple channels including social media and traditional efforts to maximize public participation.
12. Develop a succession plan for staff.



5. Ensure Fiscal Solvency

Strategies

1. Identify new revenue options for consideration by Council.
2. Leverage existing resources appropriately.
3. Initiate an asset management program.
4. Explore privatization or contract opportunities.
5. Maximize grant opportunities.
6. Develop a succession plan for staff.
7. Develop a long-term fiscal policy and asset management plan for all departments.
8. Apply performance based and data driven budgeting.
9. Commit to a balanced budget and prepare for recession.



6. Enhance Environment

Strategies

1. Partner with agencies including Solano County, California Department of Fish and Wildlife and conservation groups to improve and protect wildlife habitat and ecosystems of Grisly Island and the inland Delta waterways.
2. Explore alternatives to dredging.
3. Engage citizens in ways to educate and change behavior toward more sustainable living principles.
4. Promote community and neighborhood livability.
5. Enhance community connections.

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Strategic Plan Presentation

TUESDAY, OCTOBER 22, 2019



Our Process

- Meetings with All Council Members
- Meetings with City Manager and All Department Heads
- Review of Annual Budget
- Review of Meetings/Agendas and Key Issues
- Review of Community Survey Results
- Review of Council Meetings
- Outreach to Community

Public Workshop August 27



STRATEGIC PLAN WORKSHOP



HELP US PLAN FOR OUR CITY'S FUTURE

Tuesday, August 27

7:00 PM - 8:30 PM

City Hall Council Chambers

701 Civic Center Blvd, Suisun City



Suisun City Strategic Plan Survey

AUGUST 30, 2019 BY BILL BAILEY



Suisun City, CA – August 30th, 2019

Suisun City is moving forward with our first ever city-wide Strategic Plan. The Strategic Plan will be the guiding document that will identify community and Council identified priorities, as well as creating goals and objectives for achieving those priorities. On August 27th a Strategic Planning Public Workshop was held and was attended by approximately 30 residents who provided valuable information. In an effort to solicit as much public comment as possible, an online survey has been created to capture the priorities of the community to help inform Council direction on the Strategic Plan.



City of Suisun City Community Survey / La encuesta comunitaria de la ciudad de Suisun City

The City of Suisun City is conducting a survey of its residents as part of a Strategic Planning effort. We hope you will take a few moments to share your views and opinions about living here in Suisun City.

La ciudad de Suisun City está realizando una encuesta a sus residentes como parte de un esfuerzo de Planificación Estratégico. Esperamos que se tome unos minutos para compartir sus puntos de vista y opiniones acerca de vivir aquí en Suisun City.

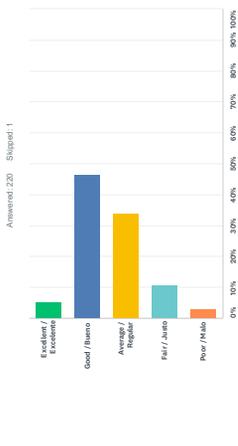
1. How would you rate the overall Quality of Life in Suisun City? ¿Cómo calificaría la calidad de vida en general en Suisun City?

- Excellent / Excelente
- Good / Bueno
- Average / Regular
- Fair / Justo
- Poor / Malo

City of Suisun City Community Survey / La encuesta comunitaria de la ciudad de Suisun City

SurveyMonkey

Q1 How would you rate the overall Quality of Life in Suisun City? ¿Cómo calificaría la calidad de vida en general en Suisun City?



ANSWER CHOICES	RESPONSES
Excellent / Excelente	5.2%
Good / Bueno	48.30%
Average / Regular	34.09%
Fair / Justo	10.91%
Poor / Malo	3.18%
TOTAL	232

1 / 56

Community Survey: 232 Participants



City of Suisun City 2019 SWOT Analysis

A central graphic of a stylized face divided into four quadrants, each containing an icon: a flexing arm (Strengths), a bandage (Weaknesses), a lightbulb (Opportunities), and a warning sign (Threats).

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none">• Waterfront access.• Sense of "community".• Unique neighborhoods.• Historic downtown.• Access to rail and transportation.• Proximity to Bay Area.	<ul style="list-style-type: none">• Lack of sales-tax generating businesses.• Crime rate.• Poor circulation and traffic.• Lack of succession planning for staff.• Entrance to City via Highway 12.• Overall cleanliness of community
THREATS	OPPORTUNITIES
<ul style="list-style-type: none">• Lack of funding for fire services and road maintenance.• Impacts of sea level rise / climate change.• Increase in homeless population.• Ability to provide long term funding for dredging.	<ul style="list-style-type: none">• Revitalization of the Downtown area.• Development of underutilized parcels of land in the City.• Better utilization/capitalization of rail access via Amtrak.

Mission Statement

A Mission Statement is a clear concise sentence that describes the reason for an agency's existence.

DRAFT Mission Statement

Suisun City's mission is to provide a safe, healthy, inclusive community resulting in an exceptional quality of life where our residents and businesses may thrive.

A Vision Statement is a clear sentence that captures your expectation for your City in 20-30 years.

Vision Statement

DRAFT Vision Statement

Suisun City is an active, inclusive, thriving and sustainable community committed to maintaining harmony between its urban and rural areas, supporting its history, arts and natural environment and its thriving waterfront district, fostering opportunities for current and future generations.

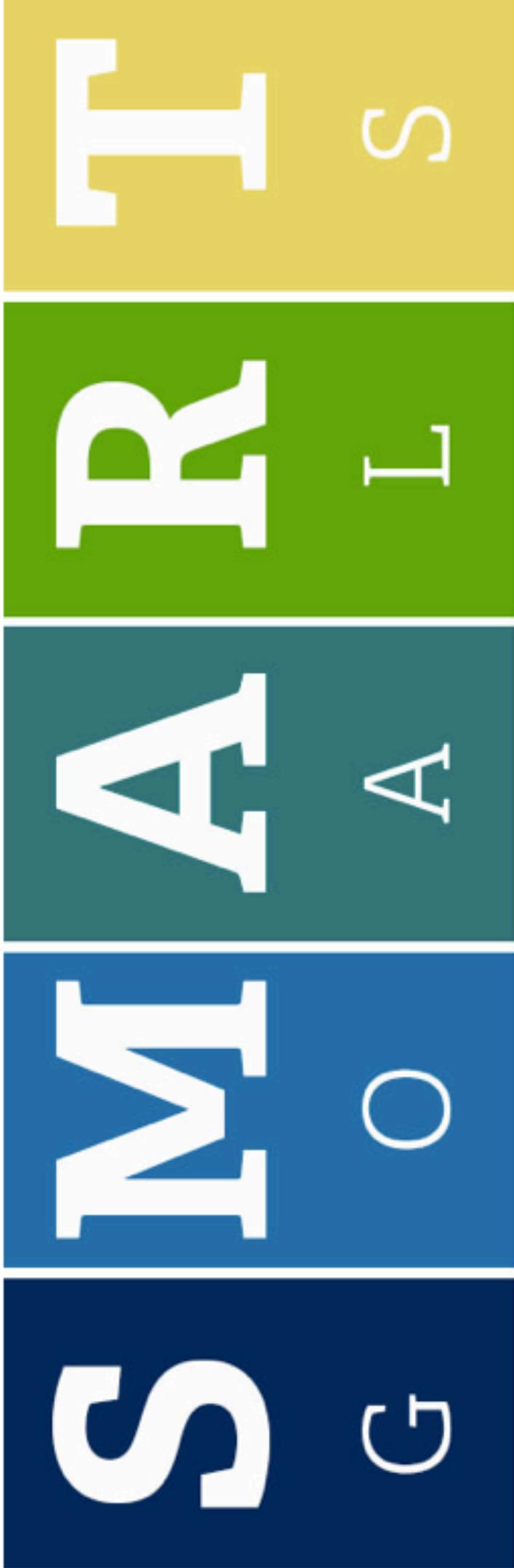
Values

199

Values describe the core ideals of the organization for both internal and external interactions.

Integrity
Transparency
Innovation
Inclusivity
Diversity
Service
Sustainability
Community

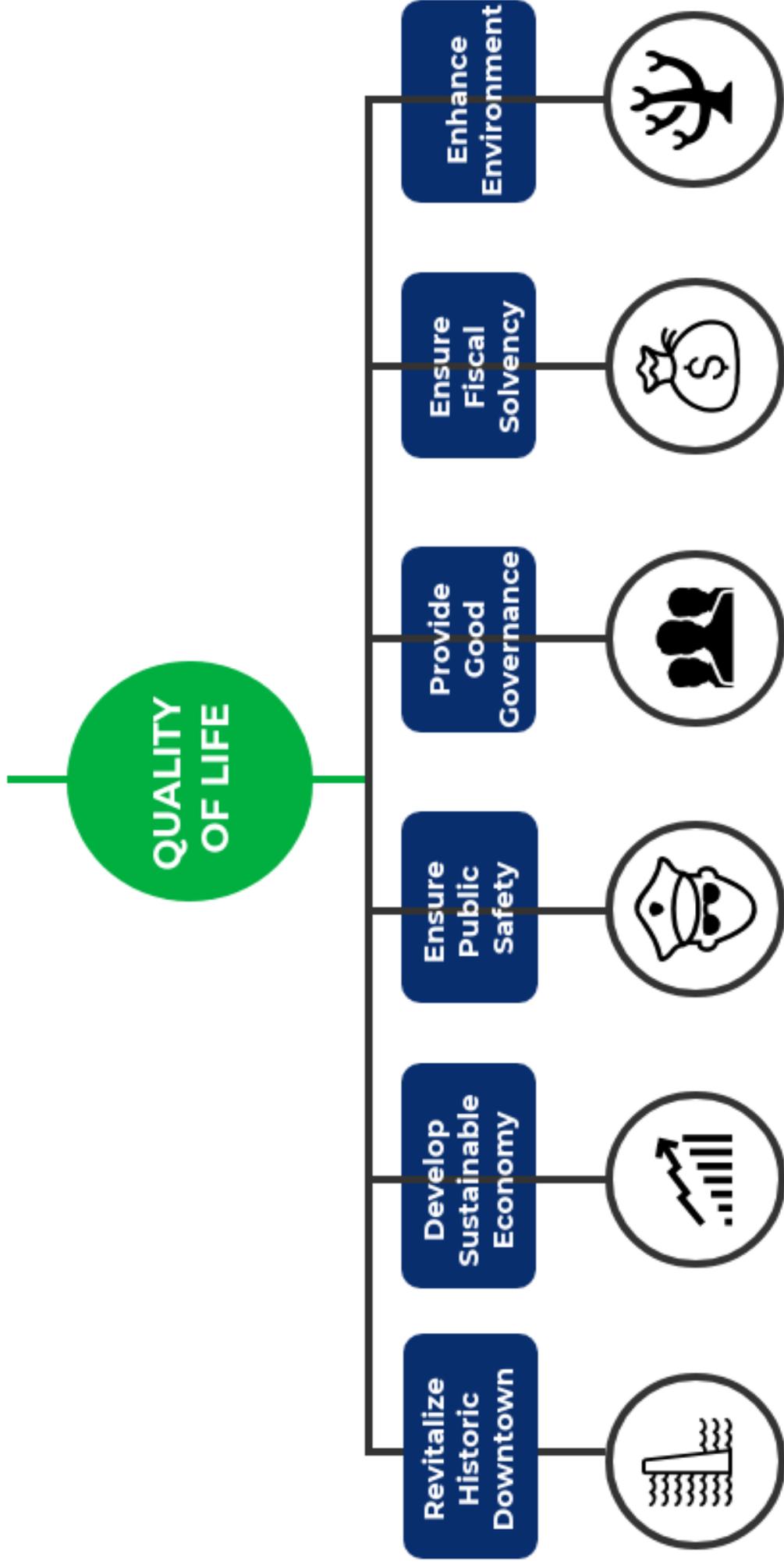
DRAFT
Values



Specific Measurable Achievable Realistic Timely

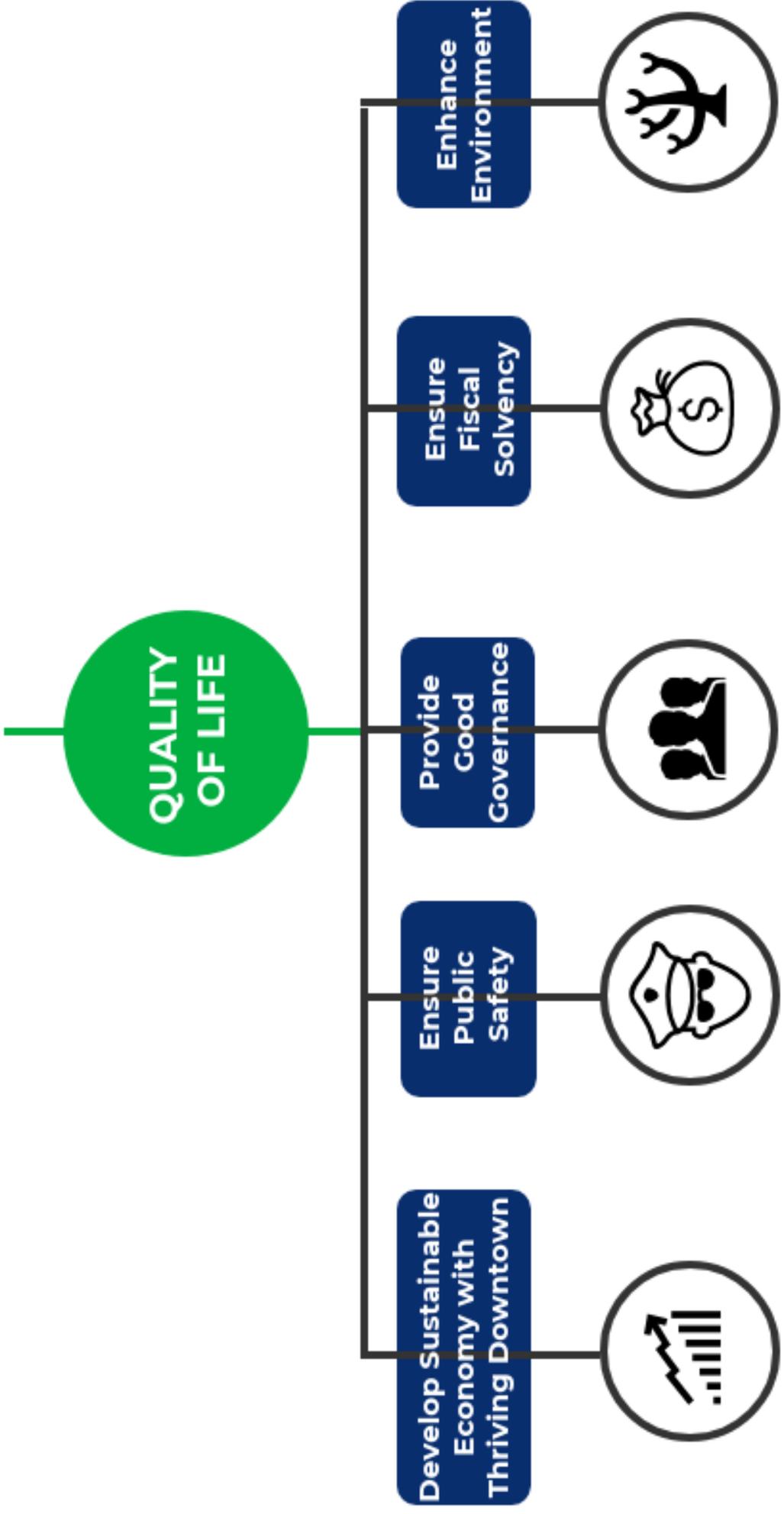
STRATEGIC PLAN (A)

Draft 2020-2025 Strategic Plan Goals

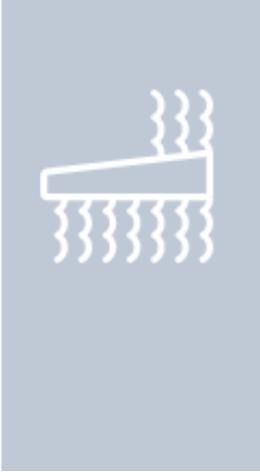


STRATEGIC PLAN (B)

Draft 2020-2025 Strategic Plan Goals

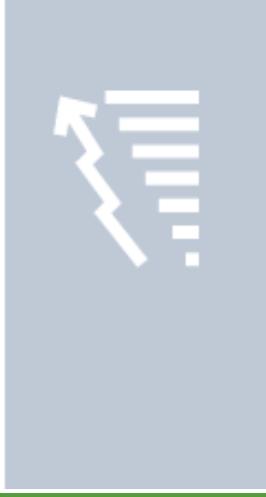


1. Revitalize Historic Downtown



Strategies

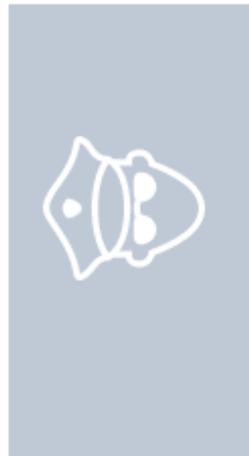
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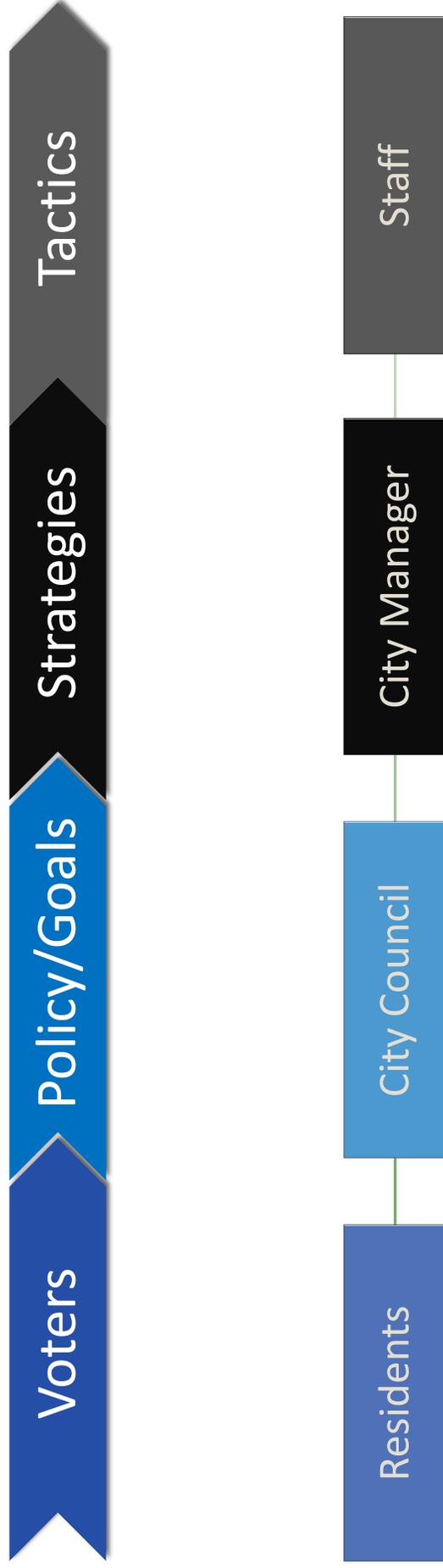


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4. Promote community and neighborhood livability.
5. Enhance community connections.

Implementation





Strategic Plan Presentation

TUESDAY, OCTOBER 22, 2019