THE CITY OF EL CERRITO

# AGENDA

**SPECIAL CITY COUNCIL MEETING**
**Tuesday, April 22, 2014 – 6:00 p.m.**
**Hillside Conference Room**

**CITY COUNCIL MEETING**
**Tuesday, April 22, 2014 – 7:00 p.m.**
**City Council Chambers**

**Meeting Location**
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Janet Abelson – Mayor

Mayor Pro Tem Rebecca Benassini
Councilmember Jan Bridges
Councilmember Mark Friedman
Councilmember Greg Lyman

**ROLL CALL**

**6:00 p.m.** **SPECIAL CITY COUNCIL MEETING – CLOSED SESSION**

**CONFERENCE WITH LABOR NEGOTIATORS** *(Pursuant to Government Code Section 54957.6)*
**Agency Designated Representatives:** Scott Hanin, City Manager, Glenn Berkheimer, Labor Negotiator, Sky Woodruff, City Attorney and Sukari Beshears, Human Resources Manager.
**Employee Organizations:** Service Employees International Union Local 1021
International Association of Fire Fighters Local 1230
El Cerrito Police Employees Association
El Cerrito Public Safety Management
Unrepresented Employees

**ORAL COMMUNICATIONS FROM THE PUBLIC** *(Comments are limited to three minutes per speaker and to items listed on this special agenda only.)*

**RECESS INTO CLOSED SESSION**

**ADJOURN SPECIAL CITY COUNCIL MEETING – CLOSED SESSION**

**ROLL CALL**

**7:00 p.m.** **CONVENE CITY COUNCIL MEETING**

**1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE –** Mayor Pro Tem Benassini.

**2. COUNCIL / STAFF COMMUNICATIONS** *(Reports of Closed Session, commission appointments and informational reports on matters of general interest which are announced by the City Council & City Staff.)*

**3. ORAL COMMUNICATIONS FROM THE PUBLIC**

*All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.*

**4. PRESENTATION**

**A. 2014 Solar Champion Award Presentation** – *Presentation by Environment California Research and Policy Center.*

Receive a presentation and an award from Environment California Research and Policy Center, a non-profit statewide environmental group. El Cerrito has been designated as one of seven California cities that are pushing the envelope on promoting solar energy through permitting, incentive programs, public education, technical assistance and more. Environment California was most impressed by the City's efforts to reduce solar permitting fees, install solar panels on municipal buildings and offer advice and assistance to homeowners and businesses interested in going solar.

**B. Water Shortage Update –** *Presentation by Andy Katz, Director, East Bay Municipal Utility District.*

**C. Citizens' Street Oversight Committee Annual Report to the City Council and Residents of El Cerrito**

Receive a presentation regarding the Citizens' Street Oversight Committee's review of expenditures of revenue collected pursuant to El Cerrito Municipal Code Chapter 4.60 to determine whether such funds were expended for the purposes specified in the current Street Repair and Maintenance Expenditure Plan.

**5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5H**

**A. Minutes for Approval**

Approve the April 1, 2014 Regular City Council meeting minutes.

**B. Ordinance Establishing the Measure A Swim Center Parcel Tax Rates for Fiscal Year 2014–15**

Introduce by title, waive any further reading, and approve an ordinance establishing the Measure A Swim Center Parcel Tax rates for Fiscal Year 2014-15, equal to the approved FY 2013-14 rates of $38.61 per single-family residential unit, $29.73 per multi-family residential unit and $270.66 per acre of non-residential property.

**C. Earth Day Proclamation**

Approve a proclamation proclaiming April 26, 2014 as Earth Day in the City of El Cerrito and encouraging all residents and businesses to help make El Cerrito a greener, healthier, more sustainable place for all.

**D. East Bay Affordable Housing Week Proclamation**

Approve a proclamation declaring May 9 – 18, 2014 as the 18th Annual Affordable Housing

Week in the City of El Cerrito and will work collaboratively to help secure sustainable funding and support for affordable housing at the local, regional and state level and encouraging residents of El Cerrito to participate in Affordable Housing Week activities to raise awareness about the importance of affordable housing for families and communities.

**E. Sexual Assault Awareness Month Proclamation**

Approve a proclamation declaring April 2014 as "Sexual Assault Awareness Month" in the City of El Cerrito along with the United States Government and the State of California and joining anti-sexual violence advocates and support service programs in the belief that all community members must be part of the solution to end sexual violence.

**F. Quarterly Investment Report for Period Ending March 31, 2014**

Receive and file the City's Quarterly Investment Report for the period ending March 31, 2014.

**G. Reschedule the June 3, 2014 City Council meeting to June 2, 2014**

Reschedule the June 3, 2014 City Council meeting to Monday, June 2, 2014. June 3, 2014 is the Statewide Direct Primary Election. Holding the City Council meeting on June 3 may pose a conflict with the public's ability to participate in the meeting and also vote in the election as polls remain open until 8:00 p.m. The Contra Costa County Elections Department has also requested that City Hall be used as a polling place on this date.

**H. Armenian Genocide Remembrance Day Proclamation**

Approve a proclamation declaring April 24, 2014 as the "Day of Remembrance of the Armenian Genocide" in the City of El Cerrito and encouraging all residents to participate in the remembrance and mourning of the loss of innocent lives.

## 6. PUBLIC HEARINGS

**A. Disposition Development and Loan Agreement with Eden Housing, Inc. for City Housing Property located at 10848 and 10860 San Pablo Avenue**

Conduct a public hearing and upon conclusion adopt a resolution approving a Disposition Development and Loan Agreement (DDLA) with Eden Housing Inc. for disposition of City-owned property for an affordable housing project located at 10848-10860 San Pablo Avenue, making findings and approvals as required by California Community Redevelopment Law (CRL) and authorizing the City Manager to execute the DDLA and all ancillary documents and to file a Notice of Determination in accordance with CEQA.

**B. Fiscal Year 2014-15 Master Fee and Development Fee Schedule**

Conduct a public hearing and upon conclusion adopt a resolution approving the Fiscal Year 2014-15 Master Fee Schedule.

## 7. POLICY MATTERS

**Budget Study Session**

Receive a presentation, discuss budget priorities and objectives and provide direction to staff regarding preparation of the City's Fiscal Year 2014-15 budget.

## 8. COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENT REPORTS

Mayoral and City Council communications regarding local and regional liaison assignments and committee reports.

## 9. ADJOURN REGULAR CITY COUNCIL MEETING

The next City Council meeting is Tuesday, May 6, 2014 at 7:00 p.m. at City Hall, 10890 San Pablo Avenue, El Cerrito, California.

***The City of El Cerrito serves, leads and supports our diverse community by providing exemplary and innovative services, public places and infrastructure, ensuring public safety and creating an economically and environmentally sustainable future.***

- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT-Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from the City's website http://www.el-cerrito.org/ind-ex.aspx?NID=114. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.

- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).

- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215–4305 Fax: 215–4379, email cmorse@ci.el-cerrito.ca.us

- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.

- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.

**Agenda Item No. 4(C)**

THE CITY OF EL CERRITO

Date: April 3, 2014

To: El Cerrito City Council

From: Citizen Street Oversight Committee

Subject: Annual Report to City Council and Citizens of El Cerrito

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On this date, the Citizen Street Oversight Committee met to review expenditures of revenue collected pursuant to Chapter 4.60 of the El Cerrito Municipal Code to determine whether such funds were expended for the purposes specified in the current Street Repair and Maintenance Expenditure Plan. The expenditures reviewed were reported for Fiscal Year 2012-13, and were summarized in the City's Comprehensive Annual Financial Report. Further, the Committee reviewed the Agreed Upon Procedures Report issued by the City's independent auditors, Maze and Associates, which stated that nothing came to their attention that caused them to believe that the City had failed to comply with the terms, covenants and conditions of the Master Installment Sale Agreement related to the bond issue. The Committee also reviewed a detailed list of vendors to whom the expenditures were made.

By a vote of three to two as indicated below, the Committee found that the expenditures were an appropriate use of the Pothole and Local Street Improvement and Maintenance Transactions and Use Tax. The Committee is hereby reporting their findings to the City Council and the citizens of the City of El Cerrito pursuant to Section 2.04.320 C of the El Cerrito Municipal Code.

AYES: Committee Members Al Miller, Elizabeth Ozselcuk and Matthew Kelly<br>
NOES: Chair Thomas N. Miller and Vice-Chair Lynne Kessler<br>
ABSENT: None

# EL CERRITO CITY COUNCIL

# MINUTES

**CITY COUNCIL MEETING**
**Tuesday, April 1, 2014 – 7:00 p.m.**
**City Council Chambers**

**Meeting Location**
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Janet Abelson – Mayor

Mayor Pro Tem Rebecca Benassini
Councilmember Jan Bridges
Councilmember Mark Friedman
Councilmember Greg Lyman

**ROLL CALL**

Councilmembers Benassini, Bridges, Friedman, Lyman and Mayor Abelson all present.

**7:00 p.m.** **CONVENE CITY COUNCIL MEETING**

Mayor Abelson convened the regular City Council at 7:12 p.m.

1. **PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE** was led by Councilmember Bridges.

2. **COUNCIL / STAFF COMMUNICATIONS**

Mayor Pro Tem Benassini announced existing vacancies on Boards, Commissions and Committees and encouraged interested residents to consider submitting an application. Applications can be downloaded from the City's website or by calling the City Clerk.

Councilmember Lyman announced that the Arts and Culture Commission is co-hosting a free event featuring the Lucas Valley Chamber Orchestra on April 13, 2014.

Mayor Abelson reported on a meeting she attended regarding the PG&E Pathways project which involves tree removal across the county, her attendance at the Contra Costa Commission's Womens' Wall of Fame dinner in which Rita Xavier from the City of San Pablo was honored. Mayor Abelson also attended El Cerrito Royale's Open House which included the opening of a new Alzheimer's Disease Memory Care Wing.

3. **ORAL COMMUNICATIONS FROM THE PUBLIC**

Al Miller, Director, Stege Sanitary District, expressed support for Consent Calendar Item No. 5(G) Senate Bill 1014 – Safe and Convenient Medication Disposal.

Tom Panas invited the Council and public to an El Cerrito Pioneers Reception sponsored by the El Cerrito Historical Society and complimented staff on the budget meetings held throughout the City this month.

Dave Weinstein, El Cerrito Environmental Quality Committee (EQC), spoke in support of Consent Calendar Item 5F: Assembly Bill 1504 – Preventing Toxic Cigarette Waste.

Chris O'Dea, expressed concerns regarding safety on the Ohlone Greenway.

## 4. PRESENTATION

### A. Introduction of Keenan Associates – *Presentation by Steve Gedestad, Municipality Practice Leader and Briana Overgaard, Account Manager*

Keenan, the City's new insurance broker, serves the insurance and benefit consulting needs of public agencies. Mr. Gedestad and Ms. Overgaard will provide a brief update on the Affordable Care Act and the Covered California program.

**Action:** Received presentation.

## 5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5I

Moved, seconded (Friedman/Lyman) and carried unanimously to approve Consent Calendar Item Nos. 5A through 5I in one motion as indicated below.

### A. Minutes for Approval

Approve the March 18, 2014 Regular City Council meeting minutes.

**Action:** Approved minutes.

### B. Reschedule the April 15, 2014 City Council Meeting to April 22, 2014

Cancel and reschedule the April 15, 2014 Regular City Council meeting to Tuesday, April 22, 2014 due to a conflict with the public and staff's observance and celebration of Passover.

**Action:** Approved recommendation.

### C. Authorize Annual Report for Landscape and Lighting Assessment District for Fiscal Year 2014–15

Adopt a resolution directing NBS Local Government Solutions (NBS) to prepare and file the annual Landscape and Lighting Assessment District No. 1988–1 report for Fiscal Year 2014-15.

**Action:** Adopted Resolution No. 2014–06.

### D. Annual Parcel Assessment for the National Pollutant Discharge Elimination System (NPDES) Program and Drainage Maintenance

Adopt a resolution establishing the annual parcel assessment rate per the Equivalent Runoff Unit at the current rate of $38.00 for the National Pollutant Discharge Elimination System (NPDES) Program and Drainage Maintenance, and authorizing the Contra Costa County Flood Control & Water Conservation District to adopt Stormwater Utility Area levies based on this amount.

**Action:** Adopted Resolution No. 2014–07.

### E. STOP Sign on Everett Street at Portola Drive

Adopt a resolution authorizing the Public Works Director/City Engineer to install a STOP sign on Everett Street at Portola Drive. *Exempt from CEQA.*

**Action:** Adopted Resolution No. 2014–08.

### F. Support for Assembly Bill 1504 – Preventing Toxic Cigarette Waste

Authorize Mayor Abelson to sign and send letters to Assemblymember Stone and other appropriate legislators and legislative bodies in support of Assembly Bill 1504 (AB 1504) preventing toxic cigarette waste to prohibit single-use plastic “filters” in cigarettes sold in California.

**Action:** Approved recommendation.

**G. Support for Senate Bill 1014 – Safe and Convenient Medication Disposal**

Authorize Mayor Abelson to sign and send letters to the authors and other appropriate legislators and legislative bodies in support of Senate Bill 1014 (SB 1014) requiring producers of pharmaceuticals to create, finance and manage a collection system for California consumers to safely and conveniently take back unwanted pharmaceuticals.

**Action:** Approved recommendation.

**H. Support for Senate Bill 1086 – The Safe Neighborhood Parks, Rivers and Coastal Protection Bond Act of 2014**

Authorize Mayor Abelson to sign and send letters to Senator Pavley and other appropriate legislators and legislative bodies in support of Senate Bill 1086 (SB 1086) – The Safe Neighborhood Parks, Rivers and Coastal Protection Bond Act of 2014 in California. *This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.*

**Action:** Approved recommendation.

**I. Annual Progress Report on the General Plan 2013**

Receive and file the General Plan Annual Progress Report. *This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.*

**Action:** Received and filed.

**6. PUBLIC HEARINGS**

**Appeal to the City Council of the Planning Commission’s Action Regarding the Design Review of a Wireless Telecommunication Facility on a Utility Pole Near 7800 Eureka Avenue**

Conduct a public hearing and upon conclusion adopt a resolution denying an appeal of the Planning Commission’s approval of the Design Review for a wireless telecommunications facility on an existing utility pole near 7800 Eureka Avenue. *Exempt from CEQA.*

Councilmember Friedman recused himself from participating in this appeal public hearing because he lives within 500 feet of the proposed project. Councilmember Friedman removed himself from the dais and exited the room.

Mayor Abelson opened the public hearing.

Presenters: Sean Moss, Senior Planner.

John Spriggs, El Cerrito, provided the City Council with the appellant’s presentation and provided closing remarks.

Ken Mintz, Area Manager, External Affairs at AT&T and Judy Rowland, Senior Manager of Real Estate & Construction at AT&T, provided the City Council with a presentation on behalf of the applicant. Mr. Mintz also provided closing remarks on behalf of AT&T.

Speakers: Chong-Jin Lee, El Cerrito, stated that there is no gap in coverage on Eureka Avenue. Mr. Lee said an independent, verifiable gap analysis needs to be performed before it will be accepted. Mr. Lee urged the Council to grant the appeal and deny AT&Ts application.

Adam Lehman, El Cerrito, stated that he and his neighbors do not want cell towers in the neighborhoods and that the community does not want it.

Austin Roorda, El Cerrito, noted that El Cerrito is a city in which residents value views and stated that the project is not needed because there is no significant gap in coverage and because the project is based on old technology.

Mary K. Johansson, El Cerrito, suggested hiring a consultant that can look at new technologies.

Paulina Lee, El Cerrito, stated that several feedback cards submitted by AT&T in support of more coverage in El Cerrito at the last appeal hearing before the City Council did not include any comments from El Cerrito residents.

Marie Appel, El Cerrito, stated that AT&T has not demonstrated that there is a significant gap in coverage and asked the City Council to deny AT&Ts application.

Michael Gest, El Cerrito, expressed support for his neighbors and asked the City Council to reject AT&T's request for an unnecessary eyesore and noted that there was no objective evidence indicating that the project is necessary.

Patrick Devine, El Cerrito, expressed concerns regarding the possibility of the pole and antennae falling on his residence and noted that no seismic studies have been performed. Mr. Devine stated that there is not enough data and asked the City Council to delay or deny AT&Ts application until there is more information.

Heidi Bartsch, El Cerrito, expressed her opposition to the proposed AT&T project for aesthetic and safety reasons. Ms. Bartsch stated that neither she or her husband have any problems with AT&T service and asked the Council to reconsider the project.

Chris Gilmore and George Ferrick, El Cerrito, submitted separate emails that stated that neither could attend the meeting but are in support of the project.

Moved, seconded (Lyman/Benassini; Ayes – Councilmembers Benassini, Bridges, Lyman and Mayor Abelson; Noes – None; Absent – Councilmember Friedman) to close the public hearing.

**Action:** Moved, seconded (Lyman/Benassini; Ayes – Councilmembers Benassini, Bridges, Lyman and Mayor Abelson; Noes – None; Absent – Councilmember Friedman) to adopt Resolution No. 2014–09 denying an appeal of the Planning Commission's design review approval of a wireless telecommunications facility on an existing utility pole located near 7800 Eureka Avenue by conditioning approval of the proposed project upon replacement of the existing pole with a new pole. The City Council amended Finding Nos. 4, 5, 7 and 8 as follows:

4. The design is appropriate for a wireless telecommunications facility. The project by replacing the ~~will increase the height of the~~ existing pole will result in a taller utility pole. ~~However, the extension and the proposed facility will be consistent with the existing aesthetics of the pole.~~

5. The facility and all associated equipment will be painted to match the ~~existing~~ replacement pole.

7. The project as proposed with a single pole creates a simplified profile of the structure. ~~does not propose any buildings and there for will not have building facades, rooflines, or building heights. This finding is applicable.~~

8. The project will be located on top of a~~n~~ ~~existing~~ new utility pole. The project does not propose any buildings with street frontage. This finding is not applicable.

Resolution No. 2014–09 was further amended by the City Council to incorporate by reference all conditions of approval as stated in Planning Commission Resolution No. PC 14-03 (adopted February 19, 2014).

## 7. POLICY MATTERS

### A. Selection of El Cerrito Wall of Fame Council Subcommittee

Appoint two members of the City Council to a El Cerrito Wall of Fame Subcommittee for the purposes of reviewing a nomination and returning to the City Council with a recommendation to consider at an upcoming City Council meeting.

**Action:** The City Council (Councilmember Friedman absent) appointed Councilmember Bridges and Mayor Pro Tem Benassini to the El Cerrito Wall of Fame Subcommittee.

## 8. COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENT REPORTS

Mayoral and City Council communications regarding local and regional liaison assignments and committee reports.

Councilmember Lyman reported on his attendance at the March 24, 2014 Arts & Culture Commission meeting. The Commission is beginning to put an annual workplan together and also discussed adoption of the Arts & Culture Master Plan and demonstrated enthusiasm for an Artist in Residency Program.

Mayor Abelson reported that the West Contra Costa Transportation Advisory Committee (WCCTAC) discussed a proposal for the Mobility Management Plan at its last meeting. The Plan is contentious and has been submitted to other areas in the County as well. This Plan is designed to improve paratransit services at a county-wide level. The Executive Director for WCCTAC expressed the following concerns: 1) There is no city or consumer representation on the proposed oversight committee; 2) The new oversight committee would require a budget that is not insignificant; 3) WCCTAC has proposed that an existing committee of the Contra Costa County Transit Authority (CCTA) that includes consumers, operators and social service agencies is proposed as the committee instead; 4) The $325,000 that would be allocated for the program would be for administrative costs and would not increase the level of paratransit service; and 5) There is also a suggestion that the mobility management function be handled by CCTA using existing resources. WCCTAC deferred making a decision until its next meeting to allow more time for review. Mayor Abelson also reported on her attendance at the East Bay Division League of California Cities meeting. The East Bay Division received a presentation on technology and communications. At the CCTA meeting, the Authority determined that there will be no CCTA ballot measure this year.

**9. ADJOURNED THE REGULAR CITY COUNCIL MEETING** at 10:35 p.m. in memory of long-time Crime Prevention Committee member and dedicated community volunteer, John Umemoto.

## SUPPLEMENTAL REPORTS AND COMMUNICATIONS

**Item No. 4 Introduction of Keenan Associates**

1. Powerpoint presentation – *Submitted by Steve Gedestad, Keenan & Associates.*

**Item No. 6 Appeal to the City Council of the Planning Commission's Action Regarding the Design Review of a Wireless Telecommunication Facility on a Utility Pole Near 7800 Eureka Avenue**

2. Photosimulation of what the proposed site would look like which was inadvertently omitted from the plans – *Submitted by Sean Moss, Senior Planner.*
3. Email in support of the AT&T installation – *Submitted by Chris Gilmore.*
4. Email in support of the placement of the cell phone tower at Eureka and Seaview –

*Submitted by George Ferrick, El Cerrito.*

5. Written comments – *Submitted by John Spriggs, appellant, El Cerrito.*
6. Powerpoint presentation – *Submitted by John Spriggs, appellant, El Cerrito.*

**Other:**

7. Written statement and photos regarding April 23, 2014 El Cerrito Historical Society Pioneer Reception in El Cerrito – *Submitted by Tom Panas, El Cerrito*

# AGENDA BILL

**Agenda Item No. 5(B)**

Date: April 22, 2014

To: El Cerrito City Council

From: Lori Trevino, Senior Financial Analyst
Lisa Malek-Zadeh, Finance Director/City Treasurer

Subject: Ordinance Establishing the Measure A Swim Center Parcel Tax Rates for FY 2014-15

## ACTION REQUESTED

Introduce by title, waive any further readingand approve an ordinance establishing the Measure A Swim Center Parcel Tax rates for FY 2014-15, equal to the approved FY 2013-14 rates of $38.61 per single-family residential unit, $29.73 per multifamily residential unit, and $270.66 per acre of non-residential property.

## BACKGROUND

On March 7, 2000, the voters of El Cerrito approved a special tax for the purpose of renovating and reconstructing the El Cerrito Swim Center, rehabilitation of Canyon Trail Clubhouse, and completion of access and restroom renovations at Harding, Huber, and Poinsett Park Clubhouses.

The special tax approved by the voters established a maximum rate authorized per single-family residential unit, multi-family residential unit, and acre of nonresidential property and expires in 2020. Each fiscal year, the City Council may amend Section 4.56 of the El Cerrito Municipal Code and set rates for the special tax at levels lower than the maximum rates, if the Council determines it is in the public interest to do so. If the City Council does not adopt an amending ordinance, the special tax shall be imposed at the maximum rates approved by the voters in 2000.

On June 17, 2002, the City Council and El Cerrito Public Financing Authority (PFA) approved the issuance of Lease Revenue Bonds totaling $4.6 million and an associated lease agreement, for the reconstruction of the Swim Center facility. Each year since the bond issuance, the Council has reviewed the revenue capacity of the Measure A special tax rates, and has set the rates below the voter-approved maximum rates of $58.46 per single-family residential unit, $45 per multi-family residential unit, and $410 per acre of non-residential property. The pool reconstruction project was completed in early 2004. For FY 2004-05, the special tax rates were reduced and set at $38.61 per single-family residential unit, $29.73 per multi-family residential unit, and $270.66 per acre of non-residential property. These rates represented the minimum levies needed to meet the requirements of the bond issuance at that time. They have remained the same through FY 2013-14, generating about $438,000 annually.

On August 21, 2012, the City Council and PFA Board adopted resolutions authorizing refinancing of the Measure A Swim Center Lease Revenue Bonds. After the one-time costs of issuance, refinancing these bonds resulted in a savings to the City of $212,781 over the remaining term of the bonds.

## ANALYSIS

Section 3.05(b) of the lease agreement between the PFA and the City specifies that the tax rate be set such that a minimum 110% of the annual debt service be raised. The debt service payments due in FY 2014-15 on the refinanced bonds total $363,324, so a minimum additional $36,333 must be raised.

Costs associated with the Measure A Fund include Contra Costa County Auditor-Controller retaining approximately $12,000 from Measure A parcel taxes collected for its administration and revenue collection efforts. The City incurs about $5,000 in annual administrative costs, including the payment of trustee fees, the maintenance of financial records, the production of continuing disclosure documents related to the bonds, and the preparation of audited financial statements. Maintaining the current parcel tax rates will generate enough revenue to meet these minimum funding requirements.

NBS Local Government Solutions, the Engineer for the parcel tax rates, must complete their analysis and submit their report to the Contra Costa County Auditor-Controller's Office by August 10, 2014 so that the County may include the City's Parcel Tax in the property tax bills.

**Reviewed by:**

**Scott Hanin, City Manager**

Attachments:

1. Ordinance 2014-XX

ORDINANCE NO. 2014-XX

AN ORDINANCE OF THE CITY OF EL CERRITO SETTING REDUCED TAX RATES FOR FISCAL YEAR 2014-15 ONLY FOR THE SPECIAL TAX IMPOSED PURSUANT TO CHAPTER 4.56 OF THE EL CERRITO MUNICIPAL CODE

WHEREAS, Chapter 4.56 of the El Cerrito Municipal Code provides for a special tax (the "Special Tax") for the purpose of renovating and reconstructing the El Cerrito Swim Center (the "Swim Center"), rehabilitating the Canyon Trails Clubhouse, and performing access and restroom renovations to the Harding, Huber, and Poinsett Park Clubhouses (collectively, the "Authorized Improvements"); and

WHEREAS, the Special Tax was approved by the voters at the March 7, 2000 election as Measure A and includes a maximum rate authorized per single-family residential unit, multi-family residential unit, and acre of non-residential property (the "Maximum Rates"); and

WHEREAS, each fiscal year, the City Council may amend Section 4.56 of the El Cerrito Municipal Code to reflect the lower rates if it determines that it is in the public interest to do so, or else the Maximum Rates will be levied; and

WHEREAS, the City Council has determined that the City will be able to meet its Fiscal Year 2014-15 obligations in connection with funding and financing the Authorized Improvements, by levying the Special Tax at rates lower than the Maximum Rates.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO HEREBY ORDAINS AS FOLLOWS:

<u>SECTION 1</u>. That Sections 4.56.020 (B) of the El Cerrito Municipal Code is hereby amended to read as follows (additions in <u>underline</u>; deletions in ~~strikethrough~~):

B. For Fiscal Year ~~2013-14~~ <u>2014-15</u>, the Special Tax imposed pursuant to Chapter 4.56 of the El Cerrito Municipal Code shall be imposed in the amount of $38.61 per single family residential unit, $29.73 per multifamily residential unit, and $270.66 per acre of non-residential property. Thereafter, unless the Council adopts a further amending ordinance, the Special Tax shall be imposed at the Maximum Rate for each type of property.

<u>SECTION 2.</u> It is the intent of the City Council that, if any tax imposed under this Ordinance is for any reason held to be unconstitutional or contrary to state law, the tax which would have been imposed had this ordinance not been adopted shall remain effective.

<u>SECTION 3.</u> This ordinance shall take effect thirty days after passage and within fifteen days after passage, a summary of this ordinance shall be posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

THE FOREGOING ORDINANCE was introduced and first read at a regular meeting of the El Cerrito City Council on April 22, 2014, and adopted by the following vote on May 6, 2014:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

APPROVED:

______________________________
Janet Abelson, Mayor

ATTEST:

______________________________
Cheryl Morse, City Clerk

# CITY COUNCIL OF THE CITY OF EL CERRITO
# EARTH DAY PROCLAMATION

WHEREAS, the first Earth Day was proclaimed in 1970 in order to foster public awareness of the need to protect the environment and conserve resources; and

WHEREAS, the City of El Cerrito has celebrated Earth Day every year in keeping with this spirit of the initial Earth Day; and

WHEREAS, the annual celebration of Earth Day in the City of El Cerrito seeks to involve all of its citizens in improving their local environment and becoming more aware of their global environment; and

WHEREAS, in furtherance of this objective the City is planning a variety of activities in which residents and businesses will have an opportunity to donate their time and money including: cleaning up City parks, facilities, greenways, creeks, and schools; picking up litter along streets and in commercial areas; taking steps to reduce water usage in public spaces and at home, and: sharing a community lunch and celebrating becoming more "green."

NOW THEREFORE, the City Council of the City of El Cerrito hereby proclaims April 26, 2014 as EARTH DAY in the City of El Cerrito and encourages all residents and businesses to help make El Cerrito a greener, healthier, more sustainable place for all.

Dated: April 22, 2014

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Janet Abelson, Mayor

# *CITY COUNCIL OF THE CITY OF EL CERRITO PROCLAMATION*
# *May 9 to May 18, 2014 as the*
# *18th Annual East Bay Affordable Housing Week*

WHEREAS, quality affordable housing is the foundation for health, economic stability, and educational opportunity; and

WHEREAS, affordable homes provide support to seniors, veterans, and people with disabilities and contribute to solving homelessness; and

WHEREAS, quality affordable homes are long-term assets in their communities, contributing to public safety and community involvement; and

WHEREAS development of affordable homes close to public transit and jobs will help reduce greenhouse gas emissions and strengthen the economy by providing low income families better access to opportunities and urban amenities; and

WHEREAS, rising housing costs and economic factors have led to increasing displacement, overcrowding, and homelessness that threaten our region's diversity and economic prosperity; and

WHEREAS, non-profit organizations, local jurisdictions, community organizations and many others continue to respond to this need by helping to provide homes and shelter for low-income people and those with special needs; and

WHEREAS, East Bay Housing Organization (EBHO) is celebrating its 30th anniversary and the collective work of its 350 members to solve the affordable housing crisis and stabilize communities; and

WHEREAS, East Bay Housing Organization has organized Affordable Housing Week for 18 years and in this 30th anniversary year will feature 23 events acknowledging the need for and contributions of affordable housing.

NOW THEREFORE, the City Council of the City of El Cerrito hereby proclaims May 9th through 18th, 2014 as the 18th Annual Affordable Housing Week in the City of El Cerrito and will work collaboratively to help secure sustainable funding and support for affordable housing at the local, regional and state level and encourage residents of El Cerrito to participate in Affordable Housing Week activities to raise awareness about the importance of affordable housing for families and communities

Dated: April 22, 2014

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Janet Abelson, Mayor

# *CITY COUNCIL OF THE CITY OF EL CERRITO PROCLAMATION*
# *April 2013 is Sexual Assault Awareness Month*

WHEREAS, in California there were 7,828 forcible rapes in 2012 and 169 forcible rapes reported in Contra Costa County in the same year, 1 completed rape and 1 attempted rape in El Cerrito; with an increasing number affecting adolescents; and

WHEREAS, sexual assault affects every person of Contra Costa County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, many citizens of Contra Costa County are working to provide quality services and assistance to sexual assault survivors; and dedicated volunteers help staff 24-hour hotlines, respond to emergency calls and offer support, comfort and advocacy during medical exams, criminal proceedings, and throughout the healing process; and

WHEREAS, staff and volunteers of Community Violence Solutions and its Rape Crisis Center, Children's Interview Center, Prevention Dept., and Anti-Trafficking Project programs in Contra Costa County are promoting education by offering training to schools, churches, and civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, it is vitally important that continued educational efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, to increase support for agencies providing sexual assault services, and to increase awareness of the healing power of creative expression; and

WHEREAS, Community Violence Solutions requests public support and assistance as it continues to work toward a society where all women, children, and men can live in peace, free from violence and exploitation.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of El Cerrito hereby proclaims the month of April 2014 as Sexual Assault Awareness month along with the United States Government and State of California and joins anti-sexual violence advocates and support service programs in the belief that all community members must be part of the solution to end sexual violence.

Dated: April 22, 2014

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Janet Abelson, Mayor

# AGENDA BILL

THE CITY OF EL CERRITO

**Agenda Item No. 5(F)**

**Date:** April 22, 2014

**To:** El Cerrito City Council

**From:** Geoff Thomas, Finance Manger
Lisa Malek-Zadeh, Finance Director/City Treasurer

**Subject:** Quarterly Investment Report for Period Ending March 31, 2014

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## ACTION REQUESTED

Receive and file the City's Quarterly Investment Report for the period ending March 31, 2014.

## QUARTERLY INVESTMENT REPORT REVIEW

The Quarterly Investment Report for January 2014 through March 2014 shows that the City's investments had a par value of $1,721,273 as of March 31, 2014. The decrease of $59,738 from last quarter is due to the use of Solar Project proceeds of $64,768 for payments to the contractor offset by interest earned on the debt service reserves.

The City continues to have minimal investments that are not required for debt service reserves and to have limited, if any, interest earnings on restricted funds. Of the total amount invested, $2,701 is invested in the pooled funds with the State Treasurer's Local Agency Investment Funds (LAIF); $378,572 is held in money market funds; and $1,340,000 is invested in agency debt investments.

## FINANCIAL CONSIDERATIONS

The purpose of the City's Investment Policy is to provide guidelines for prudent investment of the City's idle funds and maximum efficiency of the City's cash management system. The ultimate goal is to enhance the City's economic condition while protecting the funds at all times. The City's investments comply with the "Authorized Investments" section of the Investment Policy.

**Reviewed by:**

**Scott Hanin**
**City Manager**

Attachment:

1. City of El Cerrito Quarterly Investment Report For Period Ending March 31, 2014

Agenda Item No. 5(F)
Attachment 1

# City of El Cerrito

## Quarterly Investment Report
### For the Period Ending March 31, 2014

| FUND | INVESTMENT TYPE | INVESTMENT | TRUSTEE/ BROKER | PAR VALUE | COST | INTEREST OR YIELD | MATURITY DATE | COST/ 100 | *MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| **Pooled Investments** | Pooled Fund | LAIF | CA State Treasurer | $2,701.38 | $2,701.38 | 0.24% | N/A | 100.00 | $2,701.38 |
| **Solar Project Financing** | Prime Money Market | Deutsche Bank Prime Money Market | Deutsche Bank | $183,613.87 | $183,613.87 | 0.01% | N/A | 100.00 | $183,613.87 |
| **Swim Center Fund** | Blackrock Institutional Money Market | Union Bank/Blackrock Liquidity | Union Bank of CA | $185,336.31 | $185,336.31 | 0.01% | N/A | 100.00 | $185,336.31 |
| **City Hall Debt Fund** | Blackrock Institutional Money Market | Union Bank/Blackrock Liquidity | Union Bank of CA | $4,049.34 | $4,049.34 | 0.01% | N/A | 100.00 | $4,049.34 |
| | Fed Natl Mtg Assn | Union Bank/ FNMA | Union Bank of CA | $600,000.00 | $600,000.00 | 0.75% | 9/26/2017 | 100.15 | $600,870.00 |
| **Street Improvement Fund** | Blackrock Institutional Money Market | Union Bank/Blackrock Liquidity | Union Bank of CA | $5,571.90 | $5,571.90 | 0.01% | N/A | 100.00 | $5,571.90 |
| | Fed Natl Mtg Assn | Union Bank/ FNMA | Union Bank of CA | $740,000.00 | $740,000.00 | 0.75% | 9/26/2017 | 100.15 | $741,073.00 |
| **TOTALS, as of March 31, 2014** | | | | **$1,721,272.80** | **$1,721,272.80** | | | | **$1,723,215.80** |

I certify that this report is in compliance with the City of El Cerrito Investment Policy and that there are adequate funds available to meet the next six months of estimated expenditures as required by the California Government Code 53646.

Lisa Malek-Zadeh, Finance Director/City Treasurer

**Agenda Item No. 5(H)**

# *CITY COUNCIL OF THE CITY OF EL CERRITO PROCLAMATION*
## *Armenian Genocide Remembrance Day – April 24, 2014*

WHEREAS, the City of El Cerrito is a diverse community that prides itself on being a welcoming, tolerant and inclusive city that embraces all who live and work here; and

WHEREAS, the Armenian Genocide began with the arrest, exile, and murder of hundreds of Armenian intellectuals, and political, religious, and business leaders, starting on April 24, 1915; and

WHEREAS, during the Genocide, Armenians were forced to witness the slaughter of their relatives and the loss of their ancestral homeland and property, culminating in what is known by historians as the ‘‘First Genocide of the Twentieth Century;” and

WHEREAS, California is home to the largest Armenian-American population in the United States, and Armenians living in California have enriched our state through their leadership in business, agriculture, academia, government, and the arts; and

WHEREAS, Assembly Bill 659 unanimously passed the California Assembly in January 2014, encouraging all state and local development activities to provide teachers with content background and resources to assist in teaching about civil rights, human rights violations, genocide, slavery, the Great Irish Famine of 1845-50, the Holocaust and Armenian Genocide; and

WHEREAS, the El Cerrito City Council is proud to join the Armenian-American community in its commemoration of the 99$^{th}$ anniversary of the Armenian Genocide in an effort to educate others about the tragic loss of life, land, and human rights of the Armenian people and the crimes of genocide committed against them.

NOW THEREFORE, the City Council of the City of El Cerrito commemorates the 99$^{th}$ Anniversary of the Armenian Genocide and hereby proclaims April 24, 2014 as the “Day of Remembrance of the Armenian Genocide” in the City of El Cerrito and encourages all residents to participate in join in the solemn remembrance and mourning of the loss of innocent lives.

Dated: April 22, 2014

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Janet Abelson, Mayor

THE CITY OF EL CERRITO

# AGENDA BILL

**Agenda Item No. 6(A)**

Date: April 22, 2014

To: El Cerrito City Council

From: Hilde Myall, Housing Program Manager
Melanie Mintz, Interim Community Development Director

Subject: Approval of a Disposition Development and Loan Agreement with Eden Housing Inc. for City Housing Property at 10848 and 10860 San Pablo Avenue

## ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a resolution approving a Disposition Development and Loan Agreement (DDLA) with Eden Housing Inc. (Developer) for disposition of City-owned property for an affordable housing project (Project) at 10848-10860 San Pablo Avenue, making findings and approvals as required by California Community Redevelopment Law (CRL) and authorizing the City Manager to execute the DDLA and all ancillary documents and to file a Notice of Determination in accordance with CEQA..

## BACKGROUND

The former El Cerrito Redevelopment Agency (Agency) acquired the property at 10848 and 10860 San Pablo Avenue (Property) in May 2009, with a combination of Agency bond proceeds and Low and Moderate Income Housing Fund (LMIHF) monies, with the intention of redeveloping the site as affordable housing. Through an Agency Board study session held October 19, 2009, the Agency Board identified redevelopment objectives for the site that included:

- Help revitalize the Civic Center/Midtown area
- Provide affordable housing
- Help meet community housing needs
- Support mixed-use development appropriate to the site's Transit-Oriented Mixed-Use (TOM) zoning.
- Incorporate a civic or community-serving use such as a senior center

Through a developer solicitation process, on October 18, 2010 the Agency Board selected Eden Housing, Inc. as Developer for the Property. On February 22, 2011 the Agency Board authorized the Executive Director to execute an Exclusive Negotiating Rights Agreement (ENRA) with the Developer for the purpose of negotiating a

Disposition and Development Agreement (DDA) for an affordable residential mixed use development.

On March 7, 2011, the Agency Board adopted Resolution No. 606 authorizing the execution of a predevelopment loan agreement for $350,000 from the Low and Moderate Income Housing Fund with Eden Housing Inc. for the Project (Predevelopment Loan).

In 2011, the State budget bill ABX 1 26 (the Dissolution Act) was enacted to dissolve redevelopment agencies. On January 17, 2012, the City Council adopted Resolution No. 2012-04 to retain the housing assets and functions previously performed by the Redevelopment Agency and becoming the housing successor to the El Cerrito Redevelopment Agency. Pursuant to the Dissolution Act, the Redevelopment Agency was dissolved as of February 1, 2012. Upon dissolution, all housing assets, including the Property, less the unencumbered housing balance, and obligations of the former Agency were transferred to the City as housing successor.

The ENRA has been extended several times to allow the City and Developer time to resolve the property asset transfer issues related to the dissolution of the former Redevelopment Agency, to prepare the necessary entitlement and CEQA review and to conclude negotiations for the terms of a DDLA. The current extension of the ENRA expires July 1, 2014.

The Planning Commission adopted Resolution No. 2013-17 making findings, certifying a Final Environmental Impact Report (EIR), and adopting a Mitigation Monitoring and Reporting Program for the Project pursuant to the California Environmental Quality Act and adopted Resolution No. 2013-18 approving planning entitlements for the Project on December 18, 2013. The EIR and related documents are available for review on the City's Community Development Department webpage www.el-cerrito.org/commdev. On January 8, 2014, the Design Review Board adopted Resolution No. DRB14-02 granting design approval for the Project.

Working with the Developer, the City's housing counsel, Goldfarb & Lipman, and the City's economic consultant, Keyser Marston Associates, staff has negotiated a proposed DDLA, which is Attachment 2 to this Report. The direction given to staff through the October 2009 study session, the developer solicitation and the ENRA is reflected in the terms of the proposed agreement. As required under the CRL, the proposed DDLA (Attachment 2) and Summary Report required pursuant to Health & Safety Code Section 33433 (Attachment 3) were published for public review 14 days prior to this public hearing.

## SUMMARY OF PROJECT AND TERMS

### *Development Project*

Eden Housing's project consists of the construction of a 63-unit mixed-use senior affordable housing community on a 40,000-square-foot site, including 62 one-bedroom units and one two-bedroom unit. The design includes a commercial ground floor, establishes an articulated urban presence on San Pablo Avenue, and provides public open space. Open space on the project site consists of a 2,710-square-foot public Heritage Plaza and 9,423 square feet of private open space. The public presence along San Pablo Avenue is also enhanced by a 1,156 square foot ground-floor retail/cafe space that opens directly onto the new public plaza, as well as a 1,906 square foot community clinic proposed to be operated by Samuel Merritt University. The single-story structure at 10848 San Pablo Avenue known as the Contra Costa Florist Shop will be renovated in keeping with its original design and will house some of Eden Housing's community and management functions on the property. The Heritage Plaza will feature Japanese-inspired landscaping and an interpretive display commemorating the history of the structure.

***Proposed Financing Plan***

In addition to the City's loan commitment of $350,000, Eden proposes to finance the Project costs of $26.5 million by pursuing a combination of Contra Costa County HOME and CDBG funds, County Housing Authority project-based Section 8 rental subsidy, the Federal Home Loan Bank Affordable Housing Program (AHP) and 9% Low Income Housing Tax Credits (LIHTC), which are allocated through competitive processes. Eden proposes that operating income from the project would support a conventional bank loan. In addition, a 2nd mortgage would also be issued based on the value of the project-based voucher commitment from the Contra Costa County Housing Authority.

In January 2014, the Contra Costa County Department of Conservation and Development committed $625,000 in CDBG funds and $150,000 in HOME funds to the Project. The Developer will continue to work with the County Department of Conservation and Development and the County Housing Authority to obtain enough local subsidy to submit a reasonably competitive application to the State Tax Credit Allocation Committee (TCAC) for 9% LIHTC. Eden Housing's current financing proposal is incorporated in the DDLA as Exhibit B.

***Key Terms of the DDLA***

The purpose of the DDLA is to establish the conditions under which the City will convey the property to the Developer as well as the requirements for the development and long term maintenance of the property. In addition, the DDLA converts the existing predevelopment loan into a permanent loan to be secured against the property upon its conveyance from the City to the Developer. Key negotiated terms of the DDLA include:

1. Eden will purchase the Property from the City for a nominal price of $1.00, which is the reuse value of the Property as determined in the 33433 Summary Report, discussed in the following section.

2. Eden will deposit $25,000 with the City for costs associated with implementing the DDLA.

3. Prior to the City conveying the Property, Eden must fulfill certain conditions, including obtaining all financing and government approvals and permits necessary to construct and operate the development.

4. Eden will submit to the City their proposed Management Agreement with the property management agent and written guidelines or procedures for tenant selection, operation and management of the Project.

5. Eden will submit for City review and approval the Memorandum of Understanding (MOU) with Samuel Merritt University, for the proposed operating and lease terms of the Medical Clinic. If Eden proposes a different medical clinic operator or use that differs from their proposal, then the City has sole discretion to approve or disapprove the change.

6. Eden will hire an approved leasing agent to prepare a leasing plan for the commercial space.

7. Upon conveyance, the Developer agrees to the City recording a regulatory agreement against the property which, among other things, will place rental restrictions on 30 units at rents affordable to Very Low income households (50% of Area Median Income) and 32 units at rents affordable to Low income households (60% of Area Median Income).

8. Eden will be permitted by the City to master lease the medical clinic and commercial space to an affiliate. Eden will submit any such master lease to the City for review and approval.

9. Eden will make annual loan payments from residual receipts from the residential cash flow to the City.

10. The City will receive 50% of the net rental income from the medical clinic and commercial space, to be deposited into the City's restricted Housing Fund.

## ANALYSIS AND FINDINGS

The 33433 Summary Report (Attachment 3) contains the information that is the basis for the City's findings and actions in considering the DDLA. The Summary Report presents the City's and the developer's responsibilities, the estimated costs and revenues to the City, the currently estimated net cost to the City of the project, the value of the interest being conveyed to Eden Housing, consideration being received by the City, how the sale of the property provides for the creation of affordable housing, and how the project will eliminate blight. The costs, revenues and other financial aspects are discussed below in the Financial Considerations section of this agenda bill.

### *Provision of Affordable Housing and Elimination of Blight*

Implementation of the Project pursuant to the DDLA will:

a) Improve underdeveloped and currently blighted property at a critical location in the Project Area into productive use;

b) Provide needed affordable housing in the Project Area; and

c) Implement several goals and objectives of the City General Plan, including the Housing Element.

***Contribution Towards Meeting City Goals and Objectives***

The Project will contribute to meeting the City's goals and objectives with respect to implementing the City General Plan Housing Element, which describes the City's housing needs with respect to affordable and senior housing with services. In addition, the City will receive Regional Housing Needs Allocation credit for the production of 63 housing units.

## ENVIRONMENTAL REVIEW

The Planning Commission adopted Resolution No. 2013-17 making findings, certifying a Final Environmental Impact Report (EIR), and adopting a Mitigation Monitoring and Reporting Program (MMRP) for the Project.

The City has complied with the requirements of the California Environmental Quality Act and the applicable state and local implementing guidelines (collectively "CEQA") through the preparation and certification of the EIR and the MMRP. The Project as defined and recommended for approval in the DDLA is consistent with the planning entitlements and the certified EIR for the project. There have been no changes to the project or the mitigations measures that would require the preparation of any supplemental environmental analysis pursuant to CEQA.

## FINANCIAL CONSIDERATIONS

The costs and revenues associated with this transaction are presented in the 33433 Summary Report, Attachment 3. The Summary Report is required by Health and Safety Code Section 33433 due to the fact that former El Cerrito Redevelopment Agency tax increment monies were used to acquire the Property and provide predevelopment financing.

The costs and revenues presented in this Agenda Bill and the Summary Report relate to the former Redevelopment Agency and the City Housing Fund. There are no anticipated expenditure or revenue impacts to the City's General Fund associated with the proposed DDLA. The costs and revenues going forward associated with the Property and the Project accrue to the City's Low and Moderate Income Housing Asset Fund and are reflected in the annual financial statements of that special revenue fund.

The Summary Report summarizes the City's and Eden Housing's responsibilities, the estimated costs and revenues to the City, the currently estimated net cost to the City of the project, the value of the interest being conveyed to the Eden Housing, consideration being received by the City, how the sale of the property provides for the creation of affordable housing, and how the project will eliminate blight.

The following is a summary of the City's costs and revenues for the project:

| | *Nominal Dollars* | *2014 Dollars* |
|---|---|---|
| City Housing Successor Costs | $4,928,000 | $5,025,000 |
| City Housing Successor Revenues | $1,125,000 | $465,000 |
| Net Cost to City Housing Successor | $3,803,000 | $4,560,000 |

The City's costs, in nominal dollars, consist of land acquisition costs of $4,050,000, interest on acquisition bond proceeds of $503,000, the predevelopment loan to the developer of $350,000 and transaction processing costs for legal and consulting services of $25,000.

The City's projected revenues are principal and interest payments on the $350,000 loan, a balloon payment on the loan at the end of the 55-year term to the extent the loan is not repaid fully from residual receipts, the City's 50% share of commercial net operating income and sale proceeds of $530,000, and the $25,000 developer deposit for transaction processing costs. The loan repayments and the City's share of commercial new operating income will be deposited into the City's restricted Housing Fund.

***Conveyance Price of the Property***

The purchase price to be paid for the Property by the Developer under the DDLA is a nominal price of $1.00 based upon the reuse value of the Property with the affordability covenants in place and given the construction costs of the Development. The fair market value of the Property at its highest and best use is estimated not to exceed $3.9 million, which was the value of the Property when it was last appraised in 2008.

***Conversion of City's Predevelopment Loan to Permanent Loan***

The total loan amount of the Housing Loan with Eden is $350,000. A total of $100,000 of the loan commitment has been disbursed to Eden. The outstanding balance of $250,000 is an enforceable obligation of the Successor Agency and has been listed on the Recognized Obligations Schedule for the January through June 2014 period. Pursuant to the terms of the Housing Loan, no funds in excess of $100,000 can be disbursed until Eden has executed a DDLA with the City for the subject property.

The DDLA converts the existing predevelopment loan into a permanent loan to be secured against the property upon its conveyance from the City to the Developer. The City and Successor Agency will continue to work to have this enforceable obligation paid through the ROPS process.

## LEGAL CONSIDERATIONS

The legal counsel to the City as housing successor has reviewed this report and the attachments.

**Reviewed by:**

**Scott Hanin, City Manager**

Attachments:

1. Resolution Approving and Authorizing the Execution of the Disposition Development and Loan Agreement
2. Proposed Disposition Development and Loan Agreement between the City of El Cerrito and Eden Housing, Inc. for
3. Summary Report pursuant to Health and Safety Code Section 33433

RESOLUTION NO. 2014-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AS HOUSING SUCCESSOR TO THE EL CERRITO REDEVELOPMENT AGENCY (THE "CITY") AUTHORIZING EXECUTION OF A DISPOSITION DEVELOPMENT AND LOAN AGREEMENT WITH EDEN HOUSING, INC. AND MAKING FINDINGS AND APPROVALS PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH REDEVELOPMENT OF THAT CERTAIN PROPERTY LOCATED AT 10848 AND 10860 SAN PABLO AVENUE IN THE CITY OF EL CERRITO REDEVELOPMENT PROJECT AREA

WHEREAS, the City Council (the "City Council") of the City of El Cerrito (the "City") has adopted the City of El Cerrito Redevelopment Plan, originally adopted by Ordinance No. 77-17, dated November 28, 1977, (the "Redevelopment Plan"). The Redevelopment Plan sets forth a plan for redevelopment of the City of El Cerrito Redevelopment Project Area (the "Project Area"); and

WHEREAS, the former El Cerrito Redevelopment Agency (the "Agency") and City have encouraged redevelopment in specific portions of the Project Area in accordance with the goals and objectives of the Redevelopment Plan as amended; and

WHEREAS, the Agency acquired 10848 and 10860 San Pablo Avenue (the "Property") for the purposes of increasing, improving and preserving the community's supply of low- and moderate-income housing and, in part, used Housing Fund monies to purchase the Property pursuant to California Health and Safety Code §33334.2; and

WHEREAS, the Agency issued a request for qualifications and proposals from developers to solicit interest in redeveloping the Property as a residential mixed-use development including affordable housing consistent with California Health and Safety Code §33334.2 and the City of El Cerrito General Plan; and

WHEREAS, the Agency Board, after reviewing the submitted proposals determined that Eden Housing, Inc.'s proposal most closely met the Agency's goals for development of the Property and that Eden Housing Inc. (the "Developer") is the most qualified developer of those who submitted proposals; and

WHEREAS, the Agency Board adopted Resolution No. 600 on October 18, 2010 designating Eden Housing, Inc. as the selected developer (the "Developer") for the Property with the goal of negotiating a Disposition and Development Agreement (the "DDA") for the development of the Property; and

WHEREAS, the Agency Board adopted Resolution No. 605 on February 22, 2011 authorizing the Executive Director to execute an Exclusive Negotiating Rights Agreement with the Developer for negotiation of a DDA (the "ENRA"); and

WHEREAS, the Agency executed an ENRA with the Developer on March 8, 2011; and

WHEREAS, the Agency and the Developer entered into the Predevelopment Loan Agreement (the "Predevelopment Loan Agreement") for the purposes of increasing, improving and preserving the community’s supply of low- and moderate-income housing pursuant to California Health and Safety Code §33334.2 in which the Agency obligated Three Hundred Fifty-Thousand Dollars ($350,000) of financial assistance to the Developer (the "Low and Moderate Income Housing Fund Financing") from the Agency’s Low and Moderate Income Housing Fund to fund certain predevelopment activities related to the development of the Property with affordable housing, which loan is evidenced by a promissory note (the "Original Note"), and is secured by the Developer’s assignment of all rights in and to certain plans specifications and other predevelopment documents (the "Assignment Agreement"). The City acquired the Predevelopment Loan Agreement from the Agency in accordance with Health and Safety Code Section 34176(e) as a Housing Asset, as defined in Section 34176(e). One Hundred Thousand Dollars ($100,000) of the Low and Moderate Income Housing Fund Financing has been disbursed to the Developer. The outstanding balance of the loan obligation consisting of $250,000 of the Loan constitutes an enforceable obligation of the Successor Agency to the former El Cerrito Redevelopment Agency and has been listed on the Recognized Obligations Payment Schedule for the period of January through June 2014; and

WHEREAS, the City adopted Resolution No. 2012-04 on January 17, 2012 electing to retain the housing assets and functions previously performed by the Agency in accordance with Section 34176 of the Redevelopment Law and becoming the housing successor to the El Cerrito Redevelopment Agency; and

WHEREAS, the Agency was dissolved effective February 1, 2012 pursuant to the State Budget bill ABX1 26 (the “Dissolution Act”) and all housing assets, including the Property, less the unencumbered housing balance, and obligations of the former Agency were transferred to the City as housing successor by operation of law; and

WHEREAS, the City adopted Resolution No. 2012-35, Resolution No. 2013-26 and Resolution No. 2013-71 extending the negotiation period of the Exclusive Negotiating Rights Agreement to July 1, 2014; and

WHEREAS, the City desires to enter into a Disposition Development and Loan Agreement (the “DDLA”) with the Developer, substantially in the form on file with the City Clerk, pursuant to which the City would sell the Property to the Developer and the Developer would develop a mixed use development consisting of 63 residential units and ground floor commercial, including 62 units of affordable rental housing with resident services for seniors, a medical clinic and the renovation of the Contra Costa Florist structure (the “Project”) and would convert the Predevelopment Loan to a permanent loan; and

WHEREAS, the City Planning Commission adopted Resolution No. 2013-17 and Resolution No. 2013-18 making findings and certifying a Final Environmental Impact Report for the Project pursuant to the California Environmental Quality Act and approving planning entitlements for the Project on December 18, 2013; and

WHEREAS, redevelopment of the Property pursuant to the DDLA would serve major Redevelopment Plan and General Plan goals and objectives by eliminating blight, redeveloping an underutilized site in the Project Area and improving and increasing the community's supply of affordable housing; and

WHEREAS, the City has placed on file a copy of the DDLA, and the summary called for in Health and Safety Code Section 33433 (the "Section 33433 Summary"), and has made the DDLA and the Section 33433 Summary available for public inspection and copying pursuant to Health and Safety Code Section 33433. The Section 33433 Summary is incorporated in this Resolution by this reference; and

WHEREAS, the City Council has conducted a duly noticed public hearing on the DDLA pursuant to Health and Safety Code Section 33433 for the purpose of receiving the input and comments of the public on the DDLA; and

WHEREAS, in considering approval of the DDLA and the Project, the City has complied with the requirements of the California Environmental Quality Act and the applicable state and local implementing guidelines (collectively "CEQA") through the preparation and certification of an Environmental Impact Report for the Project (Eden Housing San Pablo Avenue Mixed Use Apartment Project Environmental Impact Report referred to in this Resolution as the "EIR"), and a mitigation monitoring and reporting program (the "Mitigation Monitoring and Reporting Program"), copies of which are on file with the City Clerk; and

WHEREAS, the City has served as, and has complied with the requirements of, a "lead agency" under CEQA in connection with the processing and consideration of the EIR; and

WHEREAS, by a staff report accompanying this Resolution and incorporated into this Resolution by this reference (the "Staff Report") and hereto attached as Exhibit A, the City has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that the above recitals are accurate.

2. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the DDLA. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the EIR that would require a subsequent or supplemental environmental documents in connection with approval of this Resolution and the DDLA:

a) There have not been substantial changes in the project analyzed in the EIR which would require major revisions in the EIR and the Mitigation Monitoring and Reporting Program;

b) There have not been substantial changes with respect to the circumstances under which the project analyzed in the EIR will be undertaken which would require major revisions in the EIR and the Mitigation Monitoring and Reporting Program; and

c) There has not been the appearance of new information which was not known and could not have been known as of the date of approval of the EIR and the Mitigation Monitoring and Reporting Program which is relevant to the approval of the EIR and the Mitigation Monitoring Program as it relates to the approval of this Resolution and the DDLA.

3. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals granted by the Resolution in accordance with the applicable provisions of CEQA.

4. Pursuant to Health and Safety Code Section 33433, the City Council hereby finds that the consideration to be given by the Developer under the DDLA for the Property is less than the fair market value of the Property but is not less than the reuse value of the Property given the affordability covenants that will be placed on the Property by the City. This finding is based on the facts and analysis set forth in the Staff Report and the Section 33433 Summary accompanying this Resolution, which may be briefly synopsized as follows:

5. The reuse value of the Property is nominal with the affordability covenants in place and given the construction costs of the Development; and

6. The purchase price to be paid for the Property by the Developer under the DDLA is a nominal price of $1.00.

7. Pursuant to Health and Safety Code Section 33433, the City Council hereby finds that the conveyance of the Property pursuant to the DDLA will assist in the elimination of blight in the Project Area and is consistent with the implementation plan adopted pursuant to Health and Safety Code Section 33490. These findings are based on the facts and analysis set forth in the Section 33433 Summary and the Staff Report accompanying this Resolution, which may be briefly synopsized as follows:

(a) Implementation of the Project pursuant to the DDLA will improve underdeveloped and currently blighted property at a critical location in the Project Area into productive use; and

(b) The Project will provide needed affordable housing in the Project Area; and

(c) The Project will implement several goals and objectives of the City General Plan, including the Housing Element.

8. Pursuant to Health and Safety Code Section 33433, the City Council hereby approves the DDLA and all ancillary documents; approves execution by the City Manager of the DDLA and all ancillary documents in substantially the form on file with the City Clerk, with such changes as are approved by the City signatory (such approval to be conclusively evidenced by the execution of the DDLA); and approves the sale of the Property by the City pursuant to the provisions of the DDLA.

9. Nothing in this Resolution shall affect the City's policy discretion in granting or denying the Planning Approvals.

10. This Resolution shall take immediate effect upon its adoption.

I CERTIFY that at the regular meeting on April 22, 2014, the City Council of the City of El Cerrito passed this resolution by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

IN WITNESS of this action, I have hereunto set my hand and affixed the official Seal of said City, this ___ day of April 2014.

Cheryl Morse, City Clerk

Approved:

Janet Abelson, Mayor

DISPOSITION DEVELOPMENT AND LOAN AGREEMENT

BETWEEN

THE CITY OF EL CERRITO

AND

EDEN HOUSING INC.

FOR
10848 and 10860 SAN PABLO AVENUE

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DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT
FOR 10848 and 10860 SAN PABLO

THIS DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT FOR 10848 and 10860 San Pablo Avenue (this "Agreement") is made as of ____________- (the "Effective Date"), by and between the CITY OF EL CERRITO, a municipal corporation ("City") and EDEN HOUSING, INC., a California nonprofit public benefit corporation ("Developer"), with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The City is owner of the Property, as more particularly described in the attached Exhibit A. The City acquired the property from the El Cerrito Redevelopment Agency in accordance with Health and Safety Code Section 34176(e) as a Housing Asset, as defined in Section 34176(e).

C. The City and Developer desire to cause development on the Property of Improvements, as further defined below, consisting of approximately sixty three (63) units of affordable rental housing with resident services for senior citizens, one of which will be used for occupancy by the on-site property manager, approximately 3,000 square feet of commercial space and related parking, landscaping and amenities.

D. The Improvements are consistent with the City's General Plan, and applicable zoning requirements, and are consistent with the Redevelopment Plan, and will promote the goals and objectives of the General Plan, including the Housing Element, and the Redevelopment Plan to revitalize the Project Area.

E. The City and Developer have entered into the ENRA with respect to the development of the Development.

F. On May 17, 2011, the El Cerrito Redevelopment Agency and the Developer entered into the Predevelopment Loan Agreement (the "Predevelopment Loan Agreement") in which the Agency obligated Three Hundred Fifty-Thousand Dollars ($350,000) of financial assistance to the Developer (the "Low and Moderate Income Housing Fund Financing") from the Agency's Low and Moderate Income Housing Fund to fund certain predevelopment activities, which loan is evidenced by a promissory note (the "Original Note"), and is secured by the Developer's assignment of all rights in and to certain plans specifications and other predevelopment documents (the "Assignment Agreement"). The City acquired the Predevelopment Loan Agreement from the El Cerrito Redevelopment Agency in accordance with Health and Safety Code Section 34176(e) as a Housing Asset, as defined in Section 34176(e). One Hundred Thousand Dollars ($100,000) of the Low and Moderate Income Housing

Fund Financing has been disbursed to the Developer. The outstanding balance of the loan obligation consisting of $250,000 of the Loan constitutes an enforceable obligation of the Successor Agency to the former El Cerrito Redevelopment Agency and has been listed on the Recognized Obligations Payment Schedule for the period of January through June 2014.

G. The Developer intends to finance a portion of the remainder of the costs of development with a combination of Low and Moderate Income Housing Fund Financing, HOME and CDBG Loans, an AHP Loan, Project Based Section 8 or other rental subsidies, and Low Income Housing Tax Credits. Exhibit B attached to this Agreement provides the Developer's Financing Proposal for the anticipated financing of development costs as of the date of this Agreement, including an estimate of the sources and uses of funds for predevelopment activities, Property acquisition, and construction of the Improvements.

H. The Property is located inside of the Project Area. The City intends to apply the units to be developed on the Property toward satisfaction of the Project Area housing production obligation under California Health and Safety Code Section 33413(b) in the manner permitted by Health and Safety Code Section 33413(b)(2)(A)(i), to the extent the housing production obligation is applicable to the City.

I. The City has determined that the Developer has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement and that this Agreement is in the best interests of and will materially contribute to the implementation of the City's General Plan, including the Housing Element.

THEREFORE, the City and the Developer agree as follows:

## ARTICLE 1.
## DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply:

(a) "Agreement" means this Disposition, Development and Loan Agreement for 10848 and 10860 San Pablo Avenue.

(b) "AHP Loan" means a construction and permanent loan to be made to the Developer by a financial institution reasonably approved by the City pursuant to the Affordable Housing Program, as described in the Financing Proposal.

(c) "Approved Construction Plans" has the meaning set forth in Section 2.9.

(d) "Certificate of Completion" means the certificate to be issued by the City pursuant to Section 5.6 in substantially the form attached as Exhibit H.

(e) "City" means the City of El Cerrito, California, a municipal corporation.

(f) "City Council" means the city council of the City of El Cerrito.

(g) "City Deed of Trust" means the deed of trust to be recorded against the Property, substantially in the form of Exhibit I, securing the City Note and naming the Title Company or its affiliate as trustee, and the City as beneficiary.

(h) "City Documents" means, collectively, this Agreement and the City Regulatory Agreement, the City Note, the City Deed of Trust and all other documents required to be executed by the Developer in connection with the transaction contemplated by this Agreement.

(i) "City Grant Deed" means the grant deed of the Property to the Developer, substantially in the form of Exhibit D.

(j) "City Note" means the promissory note, in substantially the form of Exhibit J, evidencing the Predevelopment Loan.

(k) "City's Proportionate Share of Residual Receipts" has the meaning set forth in Section 4.3(b)(i).

(l) "City Regulatory Agreement" means the City Regulatory Agreement and Declaration of Restrictive Covenants to be recorded against the Property pursuant to Section 3.4(b) below, in substantially the form attached as Exhibit C.

(m) "Construction Plans" means all construction documentation upon which the Developer, and the Developer's several contractors, shall rely in building each and every part of the Improvements (including landscaping, parking, and common areas) and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specification (also known as "working drawings") and a time schedule for construction.

(n) "County" means the County of Contra Costa, a political subdivision of the State of California.

(o) "CDBG Loan" means the Community Development Block Grant loan from the County to Developer all or a portion of which may be used to finance the Improvements, approved by the City in the Financing Plan.

(p) "Commercial Space" means the approximately 1,156 square foot ground floor commercial space fronting San Pablo Avenue, not including the Medical Clinic.

(q) "Conventional Loans" means, a construction loan and/or permanent loans from private lending institutions, nonprofit lending groups, and public lenders, approved by the City in the Financing Plan.

(r) "Developer" means Eden Housing Inc., a California nonprofit public benefit corporation, and any successor or assignee to its rights under this Agreement to the extent permitted by this Agreement.

(s) "Development" means the Property and the Improvements.

(t) "Development Schedule" means the predevelopment and development schedule for the Development, as attached as Exhibit E.

(u) "ENRA" means the Exclusive Negotiating Rights Agreement entered into between the former El Cerrito Redevelopment Agency and Eden Housing, dated as of March 8, 2011, as amended, which ENRA was assigned by the former El Cerrito Redevelopment Agency to the City and by Eden Housing to the Developer.

(v) "Escrow" means the escrow established with the Title Company for the purpose of conveying the Property from the City to the Developer.

(w) "Event of Default" has the meaning set forth in Article 8 as applicable.

(x) "Final Development Plan" means the development plan for the Development approved by the City in accordance with applicable ordinances and regulations.

(y) "Financing Plan" means the Developer's plan for financing the acquisition of the Property and the development of the Improvements, to be approved by the City pursuant to Section 2.8, and which may be revised from time to time with the approval of the City pursuant to Section 2.8.

(z) "Financing Proposal" means the proposal for financing costs of development of the Development as envisioned by the Developer and approved by the City as of the date of this Agreement and which may be revised from time to time with the approval of the City pursuant to Section 2.7.

(aa) "Fiscal Year" means the fiscal year of the Developer.

(bb) "Hazardous Materials" means:

(1) any "hazardous substance" as defined in Section 101(14) of CERCLA (42 USC Section 9601(14)) or Section 25281(h) or 25316 of the California Health and Safety Code at such time;

(2) any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code at such time;

(3) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 USC Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 USC Section 1251 et seq.), Safe Drinking Water Act (42 USC Section 3000 (f) et seq.), Toxic Substances Control Act (15 USC Section 2601 et seq.), Clear Air Act (42 USC Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.), at such time; and

(4) any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Development.

(5) The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential rental housing or associated buildings and grounds, or typically used in household activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Development, including, but not limited to, alcoholic beverages, aspirin, tobacco products, Nutrasweet and saccharine.

(cc) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Development or any portion thereof.

(dd) “Historic Resource” means the existing Contra Costa Florist Shop structure located at 10848 San Pablo Avenue which has been deemed a cultural resource for its association with events during the period 1935-1965 when the structure was used by the Mabuchi family as a florist shop. The Developer is obligated to retain and renovate the Historic Resource as set forth in the Project Description included as part of the CEQA review of the Development.

(ee) "Improvements" means the new construction of approximately sixty three (63) residential units in two buildings over a ground floor podium including approximately 4,500 square feet of resident-serving common space, commercial uses fronting on to San Pablo Avenue, a public plaza and 35 off-street parking spaces. The commercial uses include an approximately 1,156 square foot commercial space which may include retail and café uses and an approximately 1,906 square foot Medical Clinic to be operated by Samuel Merritt University or a substitute operator to be approved by the City. The Improvements include retaining and renovating the Historic Resource.

(ff) “Leasing Agent” means the commercial leasing agent retained by the Developer and approved by the City to market and lease the Commercial Space in the Improvements.

(gg) “Loan” means the Predevelopment Loan.

(hh) "Management Agent" means Eden Housing Management, Inc. or other management agent retained by the Developer and approved by the City in accordance with the provisions of Section 6.7 of this Agreement and the City Regulatory Agreement.

(ii) “Medical Clinic” means the approximately 1,906 square foot medical clinic to be operated by Samuel Merritt University pursuant to the MOU between the Developer and Samuel Merritt University, to be attached as Exhibit K upon approval in accordance with

Section 2.11, according to the provisions of Section 6.2(a) of this Agreement, or a substitute operator approved by the City in accordance with the provisions of this Agreement.

(jj) "Memorandum of DDLA means the memorandum of this Agreement to be recorded against the Property pursuant to Section 3.4(d) below, in substantially the form attached as Exhibit G.

(kk) Memo of Option" means the memorandum of option described in Subsection 3.4(h), substantially in the form attached as Exhibit B to the Option Agreement attached to this Agreement as Exhibit L.

(ll) "Notice of Affordability Restrictions" means the Notice of Affordability Restrictions on Transfer of Property to be recorded against the Property pursuant to Section 3.4(b) below, in substantially the form attached as Exhibit F.

(mm) Option Agreement" means the option agreement described in Subsection 3.4(h), substantially in the form attached to this Agreement as Exhibit L.

(nn) "Permitted Limited Partner" has the meaning set forth in Section 8.5.

(oo) "Predevelopment Document" means the Predevelopment Loan Agreement and Promissory Note entered into between the Former RDA and Developer, dated as of May 17, 2011.

(pp) "Predevelopment Loan" means the loan from the City to the Developer in the amount of $350,000 more fully described in Section 4.1 below.

(qq) "Property" means the real property to be redeveloped by the Developer pursuant to this Agreement located at 10848 and 10860 San Pablo Avenue, in the City of El Cerrito, State of California as more particularly described in Exhibit A attached to this Agreement.

(rr) "Project Area" means the El Cerrito Redevelopment Project Area.

(ss) "Redevelopment Plan" means the Redevelopment Plan for the El Cerrito Redevelopment Project Area, as it may be amended from time to time.

(tt) "Security Financing Interest" has the meaning set forth in Section 9.1.

(uu) "Tax Credit Funds" means the proceeds from the sale of limited partnership interests in the Developer in the anticipated amount set forth in the Financing Plan, or such other amount as may be set forth in the approved Financing Plan.

(vv) "Tax Credit Reservation" means a preliminary reservation of low income housing tax credits from TCAC.

(ww) "TCAC" means the California Tax Credit Allocation Committee.

(xx) "Temporary Right of Entry" has the meaning set forth in Section 2.13(a).

(yy) "Term" means the term of this Agreement, which shall consist of the period commencing on the Effective Date and continue until the fifty-fifth (55th) anniversary of the issuance of the certificate of occupancy (which date shall be inserted in the recorded Certificate of Completion for the Development) unless this Agreement is sooner terminated pursuant to the terms of this Agreement.

(zz) "Title Company" means the Oakland office of Old Republic Title Company, or such other title company as the parties may mutually select.

(aaa) "Transfer" has the meaning set forth in Section 7.1.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated in the Agreement:

| | |
|---|---|
| Exhibit A: | Legal Description of the Property |
| Exhibit B: | Financing Proposal |
| Exhibit C: | City Regulatory Agreement |
| Exhibit D | City Grant Deed |
| Exhibit E: | Development Schedule |
| Exhibit F: | Notice of Affordability Restrictions |
| Exhibit G: | Memorandum of DDLA |
| Exhibit H: | Certificate of Completion |
| Exhibit I | City Deed of Trust |
| Exhibit J | City Note |
| Exhibit K | Medical Clinic MOU (To Be Attached Upon Approval) |
| Exhibit L | Option Agreement |
| Exhibit M | Predevelopment Costs to be Funded by the Predevelopment Loan |

## ARTICLE 2.
## PREDISPOSITION REQUIREMENTS

Section 2.1 Conditions Precedent to Disposition of Property. The requirements set forth in this Article 2 are conditions precedent to the City's obligations to convey the Property to the Developer, and to the Developer's obligation to accept the Property. The City's obligation to convey the Property to the Developer shall be subject to the satisfaction of all such conditions precedent prior to April 30, 2017, unless a later date is mutually agreed upon by the City and the Developer under Section 2.8(c) below. To the extent that any of the Conditions Precedent set forth in Article 2 require approval by the City such approval shall be the approval of the City acting in its capacity as the owner of the Property and as the housing successor to the former El Cerrito Redevelopment Agency unless the provision specifically requires the approval of the City in its regulatory capacity. To the extent that the City grants any approvals set forth in this Article 2, those approvals shall not be considered the City's approval in its regulatory capacity and the Developer shall be required to obtain all regulatory, land use and permitting approvals from the City independent of any approvals granted pursuant to this Agreement.

Section 2.2 Developer Deposit. No later than ten (10) days after the full execution of this Agreement, the Developer shall deposit with the City the amount of Twenty Five Thousand Dollars ($25,000) ("Developer Deposit") as an initial deposit toward the payment of the City's costs associated with the implementation of this Agreement. The City may draw on the Developer Deposit to pay costs of the City associated with the implementation of this Agreement, including costs incurred by the City for third party consultants providing services to the City related to the negotiation and execution of this Agreement. In the event that this Agreement is terminated prior to the conveyance of the Property to the Developer pursuant to Article 3, the City shall refund to the Developer the portion of the Developer Deposit not spent by the City on costs associated with the negotiation and implementation of this Agreement. If the Developer Deposit is fully depleted by the City prior to issuance of a Certificate of Completion by the City in accordance with Section 5.6, the City shall invoice the Developer for costs incurred by the City related to the implementation of this Agreement and the Developer shall pay such invoices within thirty (30) days of receipt.

Section 2.3 Final Development Plans. No later than the date shown on the Development Schedule, the Developer shall apply for final approval by the City of the development plans for the Improvements (approved development plans shall be referred to as the "Final Development Plans").

Section 2.4 Governmental Approvals. The Developer shall apply for and obtain all permits and approvals from governmental agencies necessary to construct the Improvements, including any permits and approvals required from the City, acting in its regulatory capacity exercising its police powers. The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City building or planning department, or approval by the planning commission or City Council, of any required permits, applications, or allocations, and in no way limits the discretion of the City in the permit, allocation and approval process.

Developer acknowledges that the City retains its lawfully exercised discretion under CEQA and applicable planning and zoning law to (i) make such modifications to any entitlements, permits or approvals as may be necessary to impose feasible measures to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid significant environmental impacts, (iii) balance the benefits against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, (iv) determine not to proceed with the Development in the event there are substantial environmental impacts that cannot be mitigated so the Development can be approved without a statement of overriding considerations, or (v) take such other actions to approve or not approve the Development consistent with their lawful exercise of discretion.

Section 2.5 Other Governmental Approvals. Within the time set forth in the Development Schedule, the Developer shall apply for and exercise diligent good faith efforts to obtain all other governmental approvals necessary for development and operation of the Improvements, including but not limited to a building permit. The Developer may obtain the building permit concurrently with the conveyance of the Property.

Section 2.6 Management Agreement and Procedures. Eden Housing Management, Inc. is hereby approved as the initial Management Agent. Within the time set forth in the

Development Schedule, the Developer shall submit to the City for approval the proposed management agreement with the Management Agent and written guidelines or procedures for tenant selection, operation and management of the Development, implementation of the income certification and reporting requirements of the City Regulatory Agreement. Such written guidelines and procedures shall be deemed approved by the City unless disapproved in writing within ten (10) days of their receipt by the City. Any written disapproval shall specify the reasons for such disapproval. In the event the City disapproves of the written guidelines, the Developer shall thereafter submit revised guidelines and procedures to the City, and the same timelines and procedures for approval or disapproval shall apply to the revised guidelines and procedures as set forth above for the original submission.

Section 2.7 Financing Proposal. The Developer has submitted the Financing Proposal attached as Exhibit B showing a method for financing the Development, which Financing Proposal is hereby approved by the City. The Financing Proposal sets forth alternative sources of financing recognizing that feasible financing for the Development depends upon the receipt of competitive sources of financing. Developer shall submit revised Financing Proposals to the City within ten (10) business days of Developer either applying for funding or receiving commitments for funding that differ from the previously submitted and approved Financing Proposal. The City shall review and approve or disapprove any revised Financing Proposals submitted by the Developer within thirty (30) days of such submission. Any amended Financing Proposal approved by the City shall also be attached to this Agreement as an addendum to Exhibit B.

Section 2.8 Financing Plan. By not later than the dates shown in the Development Schedule, the Developer shall submit for City approval a Financing Plan within thirty (30) days of receiving a TCAC Reservation provided, however, the Financing Plan must be submitted to the City no later than thirty (30) days after the award of TCAC Reservations for the final allocation round in 2016 unless such date is extended by mutual agreement of the Parties. The Financing Plan shall contain the following:

(a) An updated "sources and uses" breakdown of the costs of purchasing the Property and constructing the Improvements, and an updated operating proforma for the Development. Such updated sources and uses breakdown and operating proforma shall reflect the Developer's then current expectations for funding sources and development costs and may be in a form substantially similar to the most recently revised Financing Proposal approved by the City, or in such other form as is mutually agreed upon by the parties. The City and the Developer acknowledge that the sources and uses will include and is dependent upon the disbursement of the Low and Moderate Income Housing Fund Financing which was previously committed to the Developer by the former Redevelopment Agency, but Developer acknowledges that the Low and Moderate Income Housing Fund Financing will be available from the Successor Agency to the former Redevelopment Agency, only after approval of the Predevelopment Loan Agreement and/or this Agreement as an enforceable obligation on a Recognized Obligation Payment Schedule. Upon approval of the Predevelopment Loan Agreement and/or this Agreement as an enforceable obligations and disbursement of funds to the Successor Agency from the Redevelopment Property Tax Trust Fund, the City expects the Successor Agency to disburse such funds to the City, in which event the City will disburse such funds to the Developer in accordance with the terms of the Predevelopment Loan Agreement and this Agreement.

(b) Copies of funding commitments for the CDBG Loan, HOME Loan, the Project Based Section 8 or other rental subsidy allocation, an AHP loan, or other funding sources, in amounts sufficient to demonstrate that the Development is financially feasible and copies of any funding commitments for all other financing required to develop and operate the Development.

(c) A Tax Credit Reservation from TCAC and a letter of intent from an investor for equity funding for the Development in an amount that when combined with the other sources of financing committed to the Development demonstrates that the Development is financially feasible. Developer expects to apply for a Tax Credit Reservation in the first TCAC allocation round of 2015, but if the Developer does not receive a TCAC Reservation in the first allocation round of 2015, the Developer shall submit an application for the second allocation round in 2015 and if such application is unsuccessful the Developer shall submit applications for both allocation rounds in 2016. If the Developer does not receive a TCAC Reservation in 2016, the City and the Developer shall meet and confer on the financial feasibility of the Development within thirty (30) days of the Developer receiving notice of its unsuccessful application for a TCAC Reservation at which meeting the Developer shall provide the City with an updated financing plan based on available financing programs and Developer's good faith estimate of the likelihood and timing of obtaining necessary financing to commence construction of the Development. At such meeting, the Developer may also propose changes to be made to the Development and the financing to increase the Development's scores for obtaining a TCAC Reservation. If after such meeting and after reviewing the revised Financing Plan, the City disapproves the revised Financing Plan, the City shall have the option of terminating this Agreement in accordance with Section 8.2(a). If the City does not elect to terminate this Agreement, the City and the Developer shall mutually agree upon an amendment to the Development Schedule that sets forth dates by which Developer must receive a Tax Credit Reservation and any other financing proposed in the updated Financing Plan.

(d) Any other information that would assist the City in determining that the Developer has the financial capability to pay all costs of purchasing the Property, constructing the Improvements, and operating the Development.

The City shall review the Financing Plan and any proposed amendments of the Financing Plan to determine if, in the City's reasonable judgment, the Developer has the financial capability to pay all realistically established costs of purchasing the Property, constructing the Improvements, and operating the Project. The City shall either approve or disapprove the Financing Plan and any proposed amendments of the Financing Plan in writing within thirty (30) days of receipt. If disapproved, the City shall give specific reasons for disapproval. If the Financing Plan is disapproved, the Developer may resubmit, and the City shall promptly review, a revised Financing Plan that addresses the reasons for disapproval, and the City shall grant the Developer a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Financial Plan. The City approves the financing listed on the Financing Proposal, but the exact terms and documentation of such financing is subject to the City's reasonable approval.

Section 2.9 City Approval of Construction Plans. No later than the date specified on the Development Schedule, the Developer shall submit to the City for its approval in its capacity as the seller of the Property the proposed Construction Plans for the construction of the Improvements as well as plans for the demolition of the existing improvements located on the Property. The Construction Plans for the Improvements shall include landscaping plans, finishes and sample materials to be used, as applicable. The City shall approve or disapprove, in its reasonable discretion, the Construction Plans for the Improvements within twenty-one (21) days of receipt, provided, however, the sole basis for the City's disapproval of the Construction Plans shall be (a) the Construction Plans do not materially comply with the unit mix and/or amenities for the Improvements described herein; (b) the Construction Plans do not materially conform with any applicable governmental law, rule or regulation applicable to the Project; or (c) the Construction Plans do not materially comply with the General Plan or the entitlement issues for the Project; (d) the Construction Plans do not incorporate the mitigation measures required pursuant to the entitlements for the Project, including the retention and renovation of the Historic Resource. Any disapproval of any proposed Construction Plans shall state in writing the specific and detailed reasons for the disapproval and the changes the City reasonably requests. The City's failure to approve or disapprove such Construction Plans within said twenty-one (21) day period shall constitute the City's approval of the Construction Plans, provided, however, any approval by the City pursuant to this Section 2.9 shall not constitute approval for purposes of obtaining a building permit or any other entitlements. The City's review period pursuant to this Section 2.9 may run concurrently with the City's review of the construction plans for purposes of issuing a building permit. If the Construction Plans are disapproved, the Developer shall have thirty (30) days to resubmit the proposed Construction Plans. The City shall approve or disapprove any resubmitted proposed Construction Plans within twenty-one (21) days of receipt. The parties acknowledge that approval of the Construction Plans for the Improvements is required prior to conveyance of the Property to the Developer. The Construction Plans approved by the City in accordance with this Section 2.9 shall be referred to as the "Approved Construction Plans."

Section 2.10 Closing of Financing; Evidence of Availability of Funds. No later than the date shown in the Development Schedule, the Developer shall submit to the City evidence reasonably satisfactory to the City that any conditions to the release of the Conventional Loans have been met, or will be met upon conveyance of the Property to the Developer; provided, that release of such Conventional Loans proceeds may be conditioned on obtaining approvals, permits, and authorizations which are conditioned only upon the payment of money.

Section 2.11 Medical Clinic MOU. No later than the date shown in the Development Schedule, the Developer shall submit to the City for its approval a memorandum of understanding with Samuel Merritt University for the operation of a the Medical Clinic. The City shall approve or disapprove of the MOU in writing within thirty (30) days of receipt by the City, provided however the City shall have no obligation to approve the MOU if the terms of the MOU are substantially different from the terms set forth in the Developer's response to the Request for Proposals submitted to the former Redevelopment Agency that formed the basis for the Developer's selection to acquire and develop the Property. Any written disapproval shall specify the reasons for such disapproval. In the event the City disapproves of the Medical Clinic MOU, the Developer shall thereafter submit a revised Medical Clinic MOU, and the same timelines and procedures for approval or disapproval shall apply to the revised Medical Clinic

MOU as set forth above for the original submission. The Medical Clinic MOU shall be attached to and incorporated within this Agreement as Exhibit K once approved by the City.

Section 2.12 Commercial Space Leasing Plan. No later than the date shown in the Development Schedule, the Developer shall submit to the City for its approval the proposed Leasing Agent for the Commercial Space including any relevant experience of the Leasing Agent. Unless the proposed Leasing Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for the disapproval, the Leasing Agent shall be deemed approved.

No later than the date shown in the Development Schedule, the Developer shall submit to the City for its approval a leasing plan prepared by the approved Leasing Agent for the leasing of the Commercial Space consistent with the allowed uses for the Commercial Space as determined in the entitlements for the Development. The leasing plan shall be deemed approved by the City unless disapproved in writing within thirty (30) days of receipt by the City. Any written disapproval shall specify the reasons for such disapproval. In the event the City disapproves the leasing plan, the Developer shall thereafter submit a revised leasing plan and the same timelines and procedures for approval or disapproval shall apply to the revised marketing plan as set forth for the original submission.

Section 2.13 Right of Entry for Predevelopment Activities.

(a) Temporary Right of Entry. The City hereby grants a right of entry to the Property to the Developer, during normal business hours to perform due diligence activities which require access to the Property (the "Temporary Right of Entry"). The Developer agrees at all times to keep the Property free and clear of all liens, encumbrances, and clouds upon title that could result from the exercise of the Temporary Right of Entry. The Developer shall notify the City prior to entering the Property to perform any testing by providing the City with a written notice indicating the time frame for the testing as well as the scope of such testing. The Developer shall also allow the City to be present at any time the Developer enters the Property. Developer agrees, on behalf of its employees, agents, and contractors to cause all work to comply with all applicable laws. The Developer shall repair any material damage to the Property caused by its entry thereon and shall promptly restore the Property to its condition in which it existed prior to such entry on the Property; provided, however, the Developer shall have no obligation to repair any damage to the Property which is revealed (but not caused by) the work or any damages caused by the acts or omissions of City or its agents or representatives.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 10.7 below, the Developer shall defend, indemnify and hold harmless the City, its council members, directors, officers, employees, agents, successors and assigns (collectively, the "Indemnitees"), against any and all claims, demands, liabilities, losses, damages, suits, resulting harms, or injuries to persons, expenses, costs, penalties or judgment (including attorney's fees) and interest that may be claimed, brought or had against any Indemnitee, or to which any Indemnitee may be subjected and arising out of, connected with or in any way resulting from the acts or omissions of the Developer or the Developer's agents, consultants or employees or contractors in exercising the right of entry onto the Property or inspection of the Property pursuant to this Agreement. This indemnity shall survive the termination of this Agreement;

provided, however, without limiting the scope or generality of the foregoing, this indemnification shall not include (i) any claim arising from the City's negligence or willful misconduct, or (ii) any claim incurred by the City as a result of the discovery by the Developer of any prior existing state of facts or prior conditions (known or unknown) relating to the Property. Developer shall not permit any mechanics', materialman, or other liens against all or any part of the Property to exist as the result of any activity by Developer or Developer's agents, employees or contractors undertaken in connection with its entry on the Property. If any such lien is filed against the Property or any portion of the Property, the Developer shall cause the lien to be discharged within five (5) business days after the filing thereof.

## ARTICLE 3.
## DISPOSITION OF PROPERTY

Section 3.1 Sale and Purchase. Provided the pre-disposition requirements set forth in Article 2 and the additional closing conditions set forth in Section 3.4 have been satisfied or waived, the City shall sell to the Developer, and the Developer shall purchase from the City, the Property pursuant to the terms, covenants, and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that while this Agreement confers upon Developer a legally binding right to acquire the Property, it does not commit Developer to do so, and Developer shall not exercise its right to acquire the Property in any event prior to the completion of any environmental review required by a funding source (including but not limited to review under the National Environmental Policy Act ("NEPA") with respect to HUD or other federal funding source) and this Agreement shall not be deemed a "choice limiting action" with respect to any such funding source.

Section 3.2 Purchase Price. The purchase price for the Property shall be One Dollar ($1.00) (the "Purchase Price") to be paid to the City by the Developer at the close of escrow. Developer shall pay the Purchase Price, in cash at the time of the closing.

Section 3.3 Opening Escrow. To accomplish the purchase and transfer of the Property from the City to the Developer, the parties shall establish the Escrow with the Title Company. The parties shall execute and deliver all written instructions to the Title Company to accomplish the terms hereof, which instructions shall be consistent with this Agreement.

Section 3.4 Close of Escrow. Escrow for the conveyance of the Property shall close on a date mutually acceptable to the parties within thirty (30) days following the date on which all conditions precedent to conveyance set forth in Article 2 have been satisfied, but in no event later than May 30, 2017, or such later date that the parties agree upon. The City shall convey the Property to the Developer by executing and delivering the City Grant Deed to the Developer, substantially in the form of Exhibit D. In addition to the conditions precedent to conveyance set forth in Article 2, the following conditions shall be satisfied prior to or concurrently with, and as conditions of, conveyance of the Property:

(a) The Developer shall provide the City with an authorizing resolution, approving the City Documents and the Developer's execution of the City Documents, and the transactions contemplated by the City Documents.

(b) The Developer shall have executed and delivered to the City the City Regulatory Agreement, the Notice of Affordability Restrictions, the City Deed of Trust, the City Note, the Option Agreement and the Memo of Option and any other documents and instruments required to be executed and delivered to the City, all in form and substance satisfactory to the City.

(c) The Developer shall have furnished the City with evidence of the insurance coverage meeting the general insurance requirements set forth in Section 6.8.

(d) The Memorandum of DDLA shall have been recorded against the Property.

(e) The City Regulatory Agreement, Notice of Affordability Restrictions and City Deed of Trust shall have been recorded against the Property, as a lien subject only to the exceptions authorized by this Agreement or created by the City's actions.

(f) There shall exist no condition, event or act which would constitute a breach or default under this Agreement or any other of the City Documents or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default.

(g) All representations and warranties of the Developer contained in any of the City Documents shall be true and correct in all material respects as of the close of Escrow.

(h) The Conventional Loan and the limited partnership investment shall be substantially ready to close, meaning substantially all documents are submitted to escrow and there are no conditions remaining to draw down of funds, other than recording of the land transfer from City to Developer. The City shall not require the Developer's Conventional Loan to close concurrently if the Permitted Limited Partner requires the limited partnership's acquisition of title prior to the admission of the Permitted Limited Partner due to the grant or contributed value of the Property or other reasons based on the structure or requirements of the Development financing; provided, however, (i) the Closing Date for the transfer of title to the Property shall not be more than five (5) business days prior to the Development's construction loan closing and closing on the Permitted Limited Partner admission to the limited partnership; and (ii) the Developer and the City enter into option agreement substantially in the form in the attached Exhibit L (the "Option Agreement") for the City to re-acquire the Property within fifteen (15) business days after the Closing Date if the financing described in this paragraph has not closed by such date. The Developer shall execute and deliver to the City a memorandum of option ("Memo of Option") in recordable form which the City, in its sole discretion may either record against the Property on the Closing Date or anytime thereafter if the Conventional Loan does not close within the above referenced five (5) business days. Upon termination of the Option Agreement and a written request by the Developer, the City shall sign and deliver in recordable form a quitclaim deed or such other document as may be reasonably required by the Developer to evidence the termination of the Option Agreement, which shall be recorded concurrently with the closing on the financing described in this paragraph.

Section 3.5 Condition of Title. Upon the close of Escrow, the Property shall have insurable title which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

(a) applicable building and zoning laws and regulations;

(b) the provisions of this Agreement;

(c) the Redevelopment Plan;

(d) the provisions of the Memorandum of DDLA;

(e) the provisions of the City Grant Deed;

(f) the provisions of the City Regulatory Agreement;

(g) the provisions of the Notice of Affordability Restrictions;

(h) the provisions of the City Deed of Trust;

(i) the provisions of the Memo of Option, if the City elects to record the Memo of Option with the transfer of title;

(j) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the City Grant Deed; and

(k) such conditions as Developer may agree to.

Section 3.6 Condition of Property.

(a) Disclosure. In compliance with California Health and Safety Code Section 25359.7(a), the City hereby represents, warrants, and covenants, that, except as disclosed in those environmental reports provided by or to the Developer, including the Final Environmental Impact Report prepared for the Development, the City has no knowledge and has no specific reasonable cause to believe that any Hazardous Materials have come to be located on or beneath the Property or that any release of Hazardous Materials has come to be located on or beneath the Property or any property adjacent to the Property which might migrate on, to or under the Property.

(b) Conditions After Conveyance. If after conveyance of Property, the conditions of the Property are not in all respects entirely suitable for the use or uses to which the Property will be put as described in this Agreement, then it is the sole responsibility and obligation of the Developer to correct any soil conditions, correct any subsurface condition, correct any structural condition, demolish any improvements and otherwise put the Property in a condition suitable for the Improvements to be constructed pursuant to this Agreement. The Developer hereby waives any right to seek reimbursement or indemnification from the City of the Developer's costs related to correction of any physical conditions on the Property, except to the extent such costs are related to Hazardous Materials conditions known to the City but not disclosed pursuant to subsection (a) above. Upon conveyance of the Property, the Developer shall be responsible for securing the Property and prior to demolition of the improvements located on the Property, securing such structures from unlawful entry.

Section 3.7 Costs of Escrow and Closing. Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Property from the City to the Developer. The Developer shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close the escrow. The costs borne by the Developer are in addition to the Purchase Price for the Property.

## ARTICLE 4. LOAN

Section 4.1 Amount of Loan.

(a) Predevelopment Loan. The Developer and the former El Cerrito Redevelopment Agency ("Former RDA") previously entered into that certain Predevelopment Loan Agreement dated May 17, 2011 whereby the Former RDA agreed to loan to the Developer Three Hundred Fifty Thousand Dollars ($350,000) ("Predevelopment Loan") from the Former RDA's Low and Moderate Income Housing Fund which may only be used to pay for those predevelopment costs associated with the Development as set forth in Exhibit M to this Agreement. In accordance with Health and Safety Code Section 34176, the City elected to retain the housing assets of the Former RDA and succeeded to the Former RDA's interest in the Predevelopment Loan. As the successor to the Former RDA's housing assets and functions, the City received from the El Cerrito Successor Agency One Hundred Thousand Dollars ($100,000) of the Predevelopment Loan and has disbursed that amount to the Developer. The remaining Two Hundred Fifty Thousand Dollars ($250,000) of the Predevelopment Loan is to be disbursed to the Developer upon approval and execution of this Agreement, provided, however, disbursement is contingent upon approval of the loan remaining funds on a Recognized Obligation Payment Schedule by the Department of Finance. This Agreement shall supersede and replace the Predevelopment Document upon execution of this Agreement, provided however, that certain Assignment Agreement entered into by Developer and the City assigning to the City certain contracts and plans shall remain in full force and effect and continue to secure the Predevelopment Loan for so long as the Predevelopment Loan is outstanding.

The principal amount of the Predevelopment Loan shall be treated in two (2) separate components:

(b) the "Pre-DDLA Predevelopment Component," which is intended for use by the Developer to pay specified predevelopment costs as set forth in Exhibit M. As of the date of this Agreement, the City has disbursed the full amount of the Pre-DDLA Predevelopment Component in the amount of $100,000.

(c) the "Post-DDLA Component," which is intended for use by the Developer to pay the additional predevelopment costs associated with the Development as set forth in

Exhibit M. The Post-DDLA Component constitutes a Two Hundred Fifty Thousand Dollar ($250,000) portion of the Predevelopment Loan.

Section 4.2 Interest on Predevelopment Loan.

The Predevelopment Loan shall accrue simple interest at the rate of three percent (3%) per annum beginning on the date of disbursement. The Pre-DDLA Predevelopment Component funds accrue interest as of the date of disbursement under the Predevelopment Document.

Section 4.3 Repayment of Predevelopment Loan.

(a) Annual Payments. The Predevelopment Loan shall have a term of fifty-five years. The Predevelopment Loan shall require, that commencing on May 1st of the year following the issuance of a Certificate of Completion, and on May 1st of each year thereafter until the earlier of the expiration of the Term or the full repayment of the Loan, the Developer shall make payments of principal and interest owed on the Predevelopment Loan to the City equal to the City's Proportionate Share of the Residual Receipts for the prior calendar year. Repayments shall be credited first to interest, then to principal. Interest that has accrued for which Residual Receipts are not available in a given year shall be deferred to the following year. The Developer shall provide the City with any documentation reasonably requested by the City to substantiate the Developer's determination of Residual Receipts.

(b) Special Definitions. The following special definitions shall apply for purposes of this Section 4.3:

i. "City's Proportionate Share of Residual Receipts" shall mean the City's proportion of the Lender's Share of Residual Receipts payable to the City, which shall be the sum of principal amount of the Predevelopment Loan actually disbursed and Three Million Nine Hundred Thousand Dollars ($3,900,000) representing the value of the Property at time of the City's acquisition of the Property divided by the sum of the aggregate original principal amounts of all loans approved by the City as part of the Financing Plan and payable on a "residual receipts" basis plus $3,900,000. Notwithstanding anything set forth herein, the city shall only be entitled to repayment of the principal amount of the Predevelopment Loan actually disbursed and interest thereon.

(c) "Annual Operating Expenses" with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with development of the Development; property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry; partnership management fees and asset management fees including all fees paid to the Permitted Limited Partner, if any, in the amount of Thirty Three Thousand Five Hundred Dollars ($33,500) during the fifteen year Tax Credit compliance period increasing by three percent (3%) annually and after the expiration of the fifteen year compliance period, in the amount of Twenty-

Five Thousand Dollars ($25,000), which amount will increase annually by three percent (3%) commencing on the first anniversary of the expiration of the fifteen year compliance period, and such other reasonable fees as may be approved by the City at the time the tax credit syndication occurs; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in an amount required in connection with the permanent financing and the tax credit syndication (or any greater amount approved by the City); cash deposited into a reasonable operating reserve required in connection with the permanent financing and the tax credit syndication (or any greater amount approved by the City); payment of any previously unpaid portion of the Developer Fee (without interest) not exceeding a cumulative developer fee in the maximum amount set forth in Section 4.11 below; on-site service provider fees for tenant social services at the Development provided the City has approved, in writing, the plan and budget for such services prior to the commencement of such services; extraordinary operating costs specifically approved by the City; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses; any amount expended from a reserve account; and any capital cost with respect to the Development, as determined by the accountant for the Development.

(d) "Gross Revenue" with respect to a particular calendar year shall mean all revenue, income, receipts, and other consideration actually received from operation and leasing of the Development. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance not used to rebuild the Development; and condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(e) "The Lender's Share of Residual Receipts" shall mean seventy-five (75%) of the Residual Receipts with the Developer entitled to retain twenty-five percent (25%) of the Residual Receipts.

(f) "Residual Receipts" in a particular calendar year shall mean: the amount by which Gross Revenue exceeds Annual Operating Expenses.

Section 4.4 Payment in Full. All principal and interest on the Predevelopment Loan shall be due upon the earliest of:

(a) a Transfer of the Development other than a Transfer permitted or approved by the City as provided in Article 7;

(b) the occurrence of an Event of Default for which the City exercises its right to cause the Predevelopment Loan indebtedness to become immediately due and payable, or for which the Predevelopment Loan indebtedness is automatically specified to become immediately due and payable pursuant to applicable subsections of Section 8.4 below; or

(c) the fifty-fifth (55th) anniversary of the date of the issuance of the certificate of occupancy for the Development.

Section 4.5 Prepayment of Loan. The Developer may pay the principal and any interest due on the Predevelopment Loan in advance of the time for payment thereof as provided in this Agreement, without penalty; provided, however, that the Developer acknowledges that the provisions of this Agreement and the City Regulatory Agreement will be applicable to the Development even though the Developer may have prepaid the Predevelopment Loan.

Section 4.6 Predevelopment Loan Disbursement.

(a) One Hundred Thousand Dollars ($100,000) of the Pre-DDLA Predevelopment Component of the Predevelopment Loan has been disbursed in accordance with the provisions of the Predevelopment Document.

(b) Upon receipt of (i) a written draw request from the Developer in form acceptable to the City setting forth the expenses previously incurred for which reimbursement is requested in connection with predevelopment costs of the Development, (ii) verified copies of contracts, invoices, and other documents as may be demanded by the City to confirm the need to expend portion of the Post-DDLA Predevelopment Component, (iii) invoices for the work for which payment is due, and (iv) documentary evidence that such work has been performed in accordance with the contractor's or vendor's contract (except disbursement for consulting and legal services), the City shall within fifteen (15) days after confirming that an expenditure is eligible pursuant to the foregoing process disburse the remaining portion of the Post-DDLA Predevelopment Component to fund the submitted written draw request, provided, the City has received from the El Cerrito Successor Agency the funds required to fund the Post-DDA Predevelopment Component.

(c) Concurrently with the execution of this Agreement, the Developer shall execute the City Note and the City Deed of Trust and the City shall cancel the Predevelopment Document and return it to the Developer. Upon execution by the Developer of the City Note, this Agreement shall supersede the Predevelopment Document other than the Assignment Agreement in its entirety.

Section 4.7 Assumption of City Note. Except as provided in the following sentence, the City Note shall not be assumable by successors and assigns of the Developer without the prior written consent of the City, which consent shall be granted or denied in the City's reasonable discretion. The City Note shall be assumable by a limited partnership formed by the Developer for the purpose of securing Tax Credit Funds in which the general partner is the Developer or an entity controlled by the Developer provided that entity assuming the City Note executes and records in the Official Records of the County of Contra Costa such instrument(s) as the City deems necessary or appropriate to evidence such assumptions.

Section 4.8 Security for Predevelopment Loan. The Predevelopment Loan shall be secured by the City Deed of Trust and the Assignment Agreement previously executed by the Developer and the City.

If requested by the County, the City agrees to enter into and record an Intercreditor Agreement among the County, City and Developer that addresses the lien position of the City Deed of Trust and City Regulatory Agreement relative to the County Deed of Trust and Regulatory Agreement.

Section 4.9 Subordination. The City Deed of Trust and City Regulatory Agreement shall be subordinated to other financing approved by the City (in each case, a "Senior Lien"), but only if all of the following conditions are satisfied:

(a) Proceeds of Senior Lien. All of the proceeds of the proposed Senior Lien, less any transaction costs, shall be used to provide predevelopment, acquisition, construction and/or permanent financing or refinancing for the Development.

(b) Senior Lender. The proposed lender (each, a "Senior Lender") must be a state or federally chartered financial institution, a nonprofit corporation, a recognized affordable housing lending group such as the Housing Partnership Fund, or a public entity that is not affiliated with Developer or any of Developer's affiliates, other than as the tax credit investor limited partner.

(c) Necessity. Developer shall demonstrate to the City's reasonable satisfaction that subordination of the City Deed of Trust and/or City Regulatory Agreement is necessary to secure adequate acquisition, construction, permanent financing and/or refinancing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Developer shall provide to the City evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate predevelopment, acquisition, construction, permanent financing or refinancing to ensure the viability of the Development, and adequate financing for the Development would not be available on similar terms without the proposed subordination.

(d) Form of Subordination Agreement. The subordination agreement(s) shall be in a form reasonably acceptable to the City, and shall be structured to minimize the risk that the City Deed of Trust and/or City Regulatory Agreement would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement shall provide the City with rights to cure any defaults by Developer, including: (i) providing the City with copies of any notices of default at the same time or as close to the same time as is reasonably practical and in the same manner as provided to Developer; and (ii) providing the City with a cure period of at least sixty (60) days to cure any default.

(e) Effectiveness. The subordination(s) described in this Subsection may be effective only during the original term of the Senior Loan and/or any extension of its term approved in writing by the City, provided, however, that nothing in this Subsection 4.10 shall prohibit the City from approving the refinancing of a Senior Loan.

Section 4.10 Developer Fee. The amount and the terms of the Loan, as provided in this Article 4, have been established by taking into account the anticipated costs of development, including a maximum Developer Fee to be paid to the Developer for development and construction management services. In this regard, the Developer shall be entitled to a Developer Fee in an amount not exceeding the maximum amount allowed under the TCAC regulations effective at the time the Developer receives a Tax Credit Reservation, and the amount of the Developer Fee that can be paid to the Developer shall be limited to One Million Four Hundred Thousand Dollars ($1,400,000)._ Except for the Developer Fee, no compensation from any source shall be received by or be payable to the Developer or any affiliate of the Developer in connection with the provision of development and construction management services for the acquisition and construction of the Development. The prohibition set forth in the preceding sentence shall not apply to receipt of a partnership management fee, asset management fee, property management fee and resident services fee which fees are deemed to constitute an Annual Operating Expense and not a cost of development.

Section 4.11 Nonrecourse. Following execution and recordation of the City Deed of Trust, and except as provided below, neither the Developer nor any of its partners shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Developer under the City Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the City Note and defaults by the Developer in the performance of its covenants under the City Deed of Trust shall be to the Property described in the City Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the City Note of all the rights and remedies of the City thereunder, or (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the City Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the City Note and the performance of the Developer's obligations under the City Deed of Trust, except as hereafter set forth; nothing contained therein is intended to relieve the Developer of its obligation to indemnify the City and its board members, directors, officers, employees and agents under Sections 2.13(b), 5.1, 6.6(b), 10.7 and 10.9 of this Agreement, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the City Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Developer other than in accordance with the City Deed of Trust; and (iv) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

Section 4.12 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of the Loan proceeds following the failure of any of the Developer's representations and warranties made in this Agreement or in connection with the Loan to be true and correct in all material respects or the occurrence of an Event of Default under this

Agreement or any of the City Documents, which remains uncured beyond any applicable cure period.

## ARTICLE 5.
## CONSTRUCTION OF IMPROVEMENTS

Section 5.1 Construction Pursuant to Plans; Laws.

(a) Unless modified by operation of Section 5.2, the Improvements shall be constructed substantially in accordance with the terms and conditions of the City's land use permits and approvals and building permits, including any variances granted and shall comply with the Mitigation Monitoring and Reporting Program adopted by the City in connection with the certification of the Final Environmental Impact Report for the Development.

(b) The Developer shall pay or cause to be paid to all workers employed in connection with the development of the Improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 33423-33426 of the California Health and Safety Code and Sections 1770-1780 of the California Labor Code. Developer shall keep or cause to be kept payroll records for all work performed on the Improvements at the Property during the course of construction and for one year thereafter.

(c) The Developer shall monitor and enforce the prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that the Developer fails to monitor or enforce these requirements against any contractor or subcontractor, the Developer shall be liable for the full amount of any underpayment of wages, plus costs and attorneys' fees, as if the Developer was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed to the Developer , may impose penalties on the Developer in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare the Developer in default of this Agreement (subject to the notice and cure rights provided in this Agreement) and thereafter pursue any of the remedies available under this Agreement.

(d) Any contractor or subcontractor who is at the time of bidding debarred by the Labor Commissioner pursuant to Section 1777.1 of the California Labor Code is ineligible to bid on the construction of the Improvements or to receive any contract or subcontract for work covered under this Agreement. The Developer agrees to include, or cause to be included, this paragraph (c) in all bid specifications for work covered under this Agreement.

(e) The Developer agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this Agreement.

(f) The Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Property. This indemnity obligation shall survive the termination of this Agreement.

Section 5.2 Change in Construction of Improvements.

(a) If the Developer desires to make any material change in the Development which is not substantially consistent with the Approved Construction Plans, the Developer shall submit the proposed change to the City for its approval. Any change which is expected to substantially alter the external appearance of the Development (including any color change) or which is expected to result in an individual change of Fifty Thousand Dollars ($50,000) or any set of changes in the work the cost of which cumulatively exceeds One Hundred Thousand Dollars ($100,000) or more in the cost of construction of the Improvements shall be deemed a material change. No change which is required for compliance with building codes or other government health and safety regulation shall be deemed material. The Developer may make non-material changes without City consent.

(b) Unless a proposed change is rejected by the City within fifteen (15) days, it shall be deemed approved. If rejected within such time period, the previously Approved Construction Plans shall continue to remain in full force and effect. If the City rejects a proposed change, it shall provide the Developer with the specific reasons therefore.

(c) A change necessitated by an emergency construction situation, such as unexpected soils condition, may be made without City consent, so long as the Developer provides the City with immediate notification by electronic mail or fax, and provides the City with the reason for and cost of such emergency change order.

Section 5.3 Commencement of Construction. The Developer shall commence construction of the Improvements by the date set forth in the Development Schedule.

Section 5.4 Completion of the Improvements. The Developer shall diligently prosecute to completion the construction of the Improvements (sufficient to obtain approval for occupancy of the Improvements from the City) within twenty four (24) months following commencement of construction.

Section 5.5 Equal Opportunity. During the construction of the Improvements there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting or demoting of any person engaged in the construction work.

Section 5.6 Certificate of Completion. Promptly after completion of the Improvements in accordance with those provisions of this Agreement relating solely to the obligations of Developer to construct the Improvements (including the dates for beginning and completion thereof, as such dates may be extended by the City), the City will provide a Certificate of Completion so certifying substantially in the form attached as Exhibit H. For the purposes of this Section 5.6, completion of the Improvements shall occur upon issuance of a final certificate of occupancy by the City for the Improvements or actual occupancy of the

Improvements. Such Certificate of Completion shall be conclusive determination that the covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements and the dates for the beginning and completion thereof have been met. Such Certificate of Completion shall be in such form as will enable it to be recorded among the Official Records of County of Contra Costa. Such certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of deed of trust securing money loaned to finance the Improvements or any part thereof and shall not be deemed a notice of completion under the California Civil Code.

## ARTICLE 6.
## ONGOING DEVELOPER OBLIGATIONS

Section 6.1 Applicability. The conditions and obligations set forth in this Article 6 shall apply throughout the Term, unless a different period of applicability is specified for a particular condition or obligation.

Section 6.2 Use. The Developer hereby agrees that, for the entire Term of the City Regulatory Agreement that the Development will be used only for uses consistent with the City Documents, the Final Development Plans, and the Approved Construction Plans in compliance with the City Regulatory Agreement.

(a) Medical Clinic. Developer shall, during the term of the City Regulatory Agreement, cause there to be operated on the Property a Medical Clinic in a manner consistent with the Medical Clinic MOU approved by the City pursuant to Section 2.11 and attached as Exhibit K upon approval. Developer shall be required to obtain the City's approval of any change in the operator of the Medical Clinic, which consent shall not be unreasonably withheld provided that the proposed operator has similar experience and resources as the original operator of the Medical Clinic and will provide similar services as the original operator unless the City approves different services in its reasonable discretion. In addition to obtaining any approvals required pursuant to the entitlements for the Development, Developer shall be required to obtain the City's approval of any change in the use of the Medical Clinic to another use. If the Developer request that the City approve a change in the use of the Medical Clinic, the Developer shall provide the City with information on its efforts to secure or retain a Medical Clinic as well as the proposed alternative use. The City approval of any alternative use shall be in the City's sole discretion.

(b) Commercial Space. The Developer shall use its best efforts to lease the Commercial Space in accordance with the approved leasing plan for uses that are consistent with the approved entitlements for the Development. Prior to entering into any lease for the Commercial Space with a tenant that is not consistent with the City approved leasing plan, the Developer shall submit the proposed use to the City for its approval, which approval shall not be unreasonably withheld if the proposed use of the Commercial Space is consistent with the entitlements for the Project. If after a reasonable period of time the Developer has been unable to lease the Commercial Space in accordance with the approved leasing plan, the Developer may elect to prepare a revised leasing plan, in which case the Developer shall submit such revised leasing plan to the City for its review and approval, which review and approval shall be in accordance with the procedures and timelines set forth in Section 2.12. If Developer determines to replace the Leasing Agent at any time, the Developer shall submit for the City's approval the identity of the proposed Leasing Agent as well as information on the background and experience of the proposed Leasing Agent. The City shall approve or disapprove the proposed Leasing Agent within thirty (30) days of receipt of the relevant information. If the City disapproves the proposed Leasing Agent the City shall state its reasons for such disapproval in writing.

(c) The Developer covenants and agrees to pay to the City fifty percent (50%) of any "Surplus Cash" (defined below) generated by the Medical Clinic sublease and the Commercial Space sublease after payment of Developer's annual operating costs associated with the Medical Clinic space and the Commercial Space for the prior fiscal year. The City shall use any funds paid to the City by the Developer pursuant to this Section 6.2(c) for purposes of furthering the City's affordable housing goals. The Developer agrees to provide annual financial statements showing its actual income and expenditures related to the Medical Clinic space and the Commercial Space no later than one hundred twenty (120) days after the end of the Developer's fiscal year and at such time to pay to the City fifty percent (50%) of the "Surplus Cash" which shall be defined as the "net operating income" (as defined by the financial statements), plus or minus those items and in such amounts as may be agreed upon by the City and Developer prior to the execution of any sublease for the Medical Clinic or the Commercial Space. The City shall have the right to inspect the Developer's and Developer's affiliated master lessor's books and records with regards to the Medical Clinic space and the Commercial Space.

Consistent with the City's agreement to use any revenues received under this Section 6.2(c) for the City affordable housing goals, the City shall give priority to the Development in the event such revenues are needed to maintain the financial stability of the residential portion of the Development or to expand the scope of City-approved tenant services.

(d) The Developer may master lease the Medical Clinic space and the Commercial Space to an Affiliate of the Developer, subject to the City's approval of any such master lease. The City shall approve any such master lease provided the master lease requires the master lessee to comply with all of the obligations set forth herein with regards to the Medical Clinic and the Commercial Space and the City is a third party beneficiary of the master lease with respect to the requirements of this Agreement.

Section 6.3 Maintenance.

(a) The Developer hereby agrees that, prior to completion of the Improvements, the portions of the Property undergoing construction shall be maintained in a neat and orderly condition to the extent practicable and in accordance with industry health and safety standards, and that, once the Improvements are completed, the Development shall be well maintained by the Developer as to both external and internal appearance of the units, the common areas, and the open spaces. The Developer shall maintain the Development in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements.

(b) In the event that there arises at any time prior to the expiration of the Term a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition, or to take other recourse at law or equity the City may then have, and to receive from the Developer the City's cost in taking such action. The parties hereto further mutually understand and agree that the rights conferred upon the City expressly include the right to enforce or establish a lien or other encumbrance against the Property, but such lien shall be subject to previously recorded liens and encumbrances. The foregoing provisions shall be a covenant running with the land until expiration of the Term, enforceable by the City, and its respective successors and assigns. Nothing in the foregoing provisions shall preclude the Developer from making any alterations, additions, or other changes to any of the Improvements, provided that such changes comply with this Agreement and with all necessary land use, building permits, and other approvals from the City building department.

Section 6.4 Taxes and Assessments. The Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that the Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge against it, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Developer's payment obligations under this section shall apply only to amounts attributable to the period from and after Developer's acquisition of the Property. The parties acknowledge that the Developer intends to apply for a Welfare Exemption under Revenue and Taxation Code Section 214(f) or (g) for the residential portion of the Development and that the operator of the Medical Clinic and the Commercial Space may apply for a property tax exemption, if applicable.

Section 6.5 Mandatory Language in All Subsequent Deeds, Leases and Contracts.

(a) Basic Requirement. The Developer covenants by and for itself, its successors and assigns that there shall be no unlawful discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease transfer, use, occupancy, tenure or enjoyment of the Development nor shall the Developer or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Development. The foregoing covenant shall run with the land.

(b) Provisions In Conveyance Documents. All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(1) In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(2) In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(3) In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Section 6.6 Hazardous Materials.

(a) Certain Covenants and Agreements. The Developer hereby covenants and agrees that:

(1) The Developer shall not knowingly permit the Development or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal, release, discharge, or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Development;

(2) The Developer shall keep and maintain the Development and each portion thereof in compliance with, and shall not cause or permit the Development or any portion thereof to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the same the Developer shall immediately advise the City in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Development pursuant to any applicable Hazardous Materials Laws; (B) any and all claims made or threatened by any third party against the Developer or the Development relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Development; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Development classified as "borderzone property" under the provisions of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Development under

any Hazardous Materials Laws. The City shall have the right to join and participate in, as a party if they so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorney's fees in connection therewith paid by the Developer.

(4) Without the City's prior written consent, which shall not be unreasonably withheld, the Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Development (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 10.7 below, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City and its council members, directors, officers, employees and agents from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) from and after the close of escrow, the failure of the Developer or any other person or entity (other than the City) to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Development (provided, however, that nothing in this Section 6.6(b) is intended to limit Developer's indemnification under Section 2.9(b)); (2) from and after the close of Escrow, any claims arising from the presence in, on or under the Development of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Development (whether or not such Hazardous Materials were in, on, under or near the Property prior to close of Escrow); or (3) any activity carried on or undertaken on or off the Development, subsequent to the conveyance of the Property to the Developer, and whether by the Developer or any successor in title or any employees, agents, contractors or subcontractors of the Developer or any successor in title, or any third persons at any time occupying or present on the Development, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Development. The foregoing indemnity shall further apply to any residual contamination on or under the Development, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The foregoing indemnity shall not require a developer entity that no longer owns the Property by reason of foreclosure to provide indemnification for claims arising from a release of hazardous materials on the Property, if the release occurred after the developer entity ceased owning the Property; provided, however, that the indemnity shall apply to subsequent Developers succeeding to an interest in the Property following such foreclosure. The provisions of this subsection shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

(c) Environmental Provisions. Developer hereby acknowledges and agrees that (i) this Section is intended as the City's written request for information (and Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(d) No Limitation. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under subsection (b) above, are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence within the Property of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations.

Section 6.7 Management Agent; Periodic Reports.

(a) Management Agent. The Development shall at all times be managed by an experienced Management Agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing. The Developer shall submit for the City's approval the identity of any proposed Management Agent. The Developer shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying Developer in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. Eden Housing Management, Inc. is hereby approved by the City as the initial Management Agent.

(b) Performance Review. The City reserves the right to conduct a periodic review of the management practices and financial status of the Development within thirty (30) days after each anniversary of the issuance of the Certificate of Completion. The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Developer shall cooperate with the City in such reviews.

(c) Books, Records and Reports. For purposes of such periodic reviews, the Developer and the Management Agent shall make available to the City for inspection all books and records with respect to the Development. In addition, the Developer shall provide the City with: (i) by not later than thirty (30) days prior to commencement of each Fiscal Year, the annual budget for the upcoming Fiscal Year; (ii) within one hundred and twenty (120) days following the end of each Fiscal Year, a report showing the actual income and expenditures with respect to the Development for the immediatelypreceding Fiscal Year and the status of all reserve funds; and (iii) within thirty (30) days following the submission to the IRS of Developer's federal income tax filings for each Fiscal Year, a copy of the Developer's federal income tax filings for the Fiscal Year.

(d) Replacement of Management Agent. If, as a result of a periodic review, the City determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the requirements and standards of this Agreement, the City shall deliver notice to the Developer of its objections to the performance or lack of performance by the Management Agent. Within fifteen (15) days of receipt by the Developer of such written notice, City staff and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent. After such meeting, Developer and the Management Agent shall have ninety (90) days to improve, cure or correct the Management Agent's performance.

If, after the 90-day period the City's objections are not satisfactorily addressed, and City staff recommends in writing the replacement of the Management Agent, the Developer shall have the right to have the issue heard at a public meeting of the City, by requesting such public meeting within thirty (30) days after receipt of the City staff recommendation.

After the passage of thirty (30) days from receipt of the City staff recommendation without a request being made by the Developer for a public meeting, or if the City Council supports the recommendation of City staff after conduct of a requested public meeting, the Developer shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in subsection (a) above and approved by the City pursuant to subsection (a) above.

Any contract for the operation or management of the Development entered into by the Developer shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute an Event of Default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Article 8.

Section 6.8 Insurance Requirements.

(a) Required Coverage. The Developer shall maintain and keep in force during the Term, at the Developer's sole cost and expense, the following insurance applicable to the Development:

(1) Worker's Compensation insurance, including Employer's Liability coverage, with limits not less than One Million Dollars ($1,000,000) each accident.

(2) Comprehensive General Liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (this requirement may be satisfied by Comprehensive General Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence and umbrella coverage providing the remaining One Million

Dollars ($1,000,000) each occurrence and umbrella coverage providing the remaining One Million Dollars ($1,000,000) of coverage).

(3) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Developer does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required and both parties to this Agreement shall initial this provision signifying same.

(4) Builders' risk insurance during the course of construction (and upon completion of construction, property insurance) covering the Development covering all risks of loss, including earthquake (but only if it is required in connection with any permanent loans or construction loans from private lending institutions, and if it is commercially affordable at a reasonable price and with a reasonable deductible) and flood, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City, naming the City as a Loss Payee, as its interests may appear.

(5) Contractor's Insurance. The Developer shall cause any general contractor or agent working on the Development under direct contract with the Developer to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(1), (a)(2), and (a)(3) above, and shall require that such insurance shall meet all of the general requirements of subsection (c) below. Subcontractors working on the Development under indirect contract with the Developer shall be required to maintain the insurance described in subsections (a)(1), (a)(2) and (a)(3) above, except that the Comprehensive General Liability insurance limits shall not be less than One Million Dollars ($1,000,000) each occurrence combined single limit. On a case by case basis, the Developer may request the City's approval of lower minimum insurance coverage amounts for specific subcontractors, which approval shall be within the City's sole discretion. Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insured the City and its council members, directors, officers, agents, and employees.

(b) General Requirements.

(1) The required insurance shall be provided under an occurrence form or other form acceptable to the City, and the Developer shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be two times the occurrence limits specified above.

(2) Comprehensive General Liability and Comprehensive Automobile Liability insurance policies shall be endorsed to name as additional insured the City and its council members, directors, officers, agents, and employees.

(3) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City pursuant to Section 10.1 below.

(c) Certificates of Insurance. Upon the City's request at any time during the term of this Agreement, the Developer shall provide certificates of insurance, in form and with insurers reasonable acceptable to the City, evidencing compliance with the requirements of this Section 6.8, and shall provide a separate endorsement naming the City as additional insured.

## ARTICLE 7.
## ASSIGNMENT AND TRANSFERS

Section 7.1 Definitions.

As used in this Article 7, the term "Transfer" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or of the Development, the Property or any part thereof or any interest therein or any contract or agreement to do any of the same; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to any ownership interest in Developer or any contract or agreement to do any of the same; or

(c) Any merger, consolidation, sale or lease of all or substantially all of the assets of Developer; or

(d) The leasing of part or all of the Property or the improvements thereon; provided, however, that leases of the units included within the Improvements to tenant occupants shall not be deemed a "Transfer" for purposes of this Article 7.

Section 7.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of acquisition of the Property and development and operation of the Development and its subsequent use in accordance with the terms hereof. The Developer recognizes that the qualifications and identity of Developer are of particular concern to the City, in view of:

(a) The importance of the redevelopment of the Property to the general welfare of the community;

(b) The land acquisition assistance and other public aids that have been made available by law and by the government for the purpose of making such redevelopment possible;

(c) The reliance by the City upon the unique qualifications and ability of the Developer to serve as the catalyst for development of the Property and upon the continuing interest which the Developer will have in the Property to assure the quality of the use, operation and maintenance deemed critical by the City in the development of the Property;

(d) The fact that a change in ownership or control of the owner of the Property, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Developer or the degree thereof is for practical purposes a transfer or disposition of the Property;

(e) The fact that the Property is not to be acquired or used for speculation, but only for development and operation by the Developer in accordance with the Agreement; and

(f) The importance to the City and the community of the standards of use, operation and maintenance of the Property

The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 7.3 Prohibited Transfers. The limitations on Transfers set forth in this Section 7.3 shall apply throughout the Term. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City. Any Transfer made in contravention of this Section 7.3 shall be void and shall be deemed to be a default under this Agreement whether or not the Developer knew of or participated in such Transfer.

Section 7.4 Permitted Transfers. Notwithstanding the provisions of Section 7.3, the following Transfers shall be permitted and are hereby approved by the City:

(a) Any Transfer creating a Security Financing Interest permitted pursuant to the approved Financing Plan.

(b) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest or as otherwise permitted under Article 9.

(c) Any Transfer of easement interest to utility providers to facilitate the delivery of utilities to the Development.

(d) Any Transfer to a limited partnership formed by the Developer for the purpose of securing Tax Credit Funds in which the general partner is the Developer or an entity wholly controlled by the Developer, provided, Developer submits to the City for its approval and obtains the City approval of any limited partnership agreement prior to any such Transfer.

(e) The initial Transfer of the limited partnership interest in the Developer in connection with the syndication of the low income housing tax credits that will be generated by the Development, which syndication will require the transfer of limited partnership interests in the Developer.

(f) Any Transfer of the limited partner interest provided that: (i) such Transfers do not affect the timing and amount of the limited partner capital contributions provided for in the amended partnership agreement approved by the City; and (ii) in subsequent Transfers, a wholly owned affiliate of the initial limited partner retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner. The limited partner may Transfer its interest in Developer to a non-affiliated entity, subject to the prior written consent of the City, which consent shall not be unreasonably withheld.

(g) Any Transfer of the general partner interest in Developer to a nonprofit affiliate of Eden Housing, controlled by Eden Housing.

(h) Any Transfer of the Property from the Developer to Eden Housing or a non-profit affiliate of Eden Housing at or before the end of the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (i)(1), pursuant to an option agreement as described in Developer's partnership agreement (the "Partnership Option Agreement")), provided that the transferee expressly assumes the obligations of the Developer under the City Documents, utilizing a form of assignment and assumption agreement acceptable to the City.

(i) Any Transfer of the limited partner interest in the Developer to Eden Housing or a non-profit affiliate of Eden Housing pursuant to the Partnership Option Agreement.

In the event the general partner of Developer is removed by the limited partner of Developer for cause following default under the Developer's partnership agreement, any Transfer of the general partner interest to a 501(c)(3) tax exempt nonprofit corporation selected by the limited partner and approved by the City, which approval shall not be withheld unreasonably.

Section 7.5 Other Transfers with City Consent. The City may, in its reasonable discretion, approve in writing other Transfers as requested by the Developer. In connection with such request, there shall be submitted to the City for review all instruments and other legal documents proposed to effect any such Transfer. If a requested Transfer is approved by the City such approval shall be indicated to the Developer in writing. Such approval shall be granted or denied by the City within thirty (30) days of receipt by the City of Developer's request for approval of a Transfer.

## ARTICLE 8.
## DEFAULT AND REMEDIES

Section 8.1 General Applicability. The provisions of this Article 8 shall govern the parties' remedies for breach or failure of this Agreement.

Section 8.2 No Fault of Parties. The following events constitute a basis for a party to terminate this Agreement without the fault of the other parties:

(a) The Developer, despite good faith and diligent efforts, is unable to satisfy all of the conditions precedent to the City's obligation to convey the Property to the Developer set forth in Article 2, by not later than the date described in Section 3.4, or such later date mutually agreed upon by the City and the Developer;

(b) The City, despite good faith and diligent efforts, is unable to convey the Property to the Developer and the Developer is otherwise entitled to such conveyance.

(c) The City fails to approve the Financing Plan pursuant to Section 2.8 (unless the City is in breach of this Agreement for such failure, in which case Section 8.3 shall apply).

Upon the happening of any of the above-described events, and at the election of any party, this Agreement may be terminated by written notice to the other party. After termination, neither party shall have any rights against or liability to the other party under this Agreement, except that (i) the City shall return to the Developer any portion of the Developer Deposit not previously expended by the City on costs associated with this Agreement and (ii) the indemnification provisions of Sections 2.13(b), 5.1, 6.6(b), 8.8, 10.7 and 10.9 shall survive such termination and remain in full force and effect.

Section 8.3 Fault of City. Except as to events constituting a basis for termination under Section 8.2, the following events each constitutes an Event of Default by the City and a basis for the Developer to take action against the City:

(a) The City, without good cause, fails to convey the Property to the Developer within the time and in the manner set forth in Article 3, and the Developer is otherwise entitled by this Agreement to such conveyance; or

(b) The City breaches any other material provision of this Agreement.

Upon the happening of the above-described event, the Developer shall first notify the City in writing of its purported breach or failure, giving the City sixty (60) days from receipt of such notice to cure or, if cure cannot be accomplished within sixty (60) days, to commence to cure such breach, failure, or act. In the event the City does not then so cure within said sixty (60) days, or if the breach or failure is of such a nature that it cannot be cured within sixty (60) days, the City fails to commence to cure within such sixty (60) days and thereafter diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days, then the Developer shall be afforded all of its rights at law or in equity, by taking all or any of the following remedies: (i) terminating in writing this Agreement (provided, however, that the indemnification provisions of Sections 2.13(b), 5.1, 6.6(b), 8.8, 10.7 and 10.9 shall survive such termination); and (ii) prosecuting an action for damages or specific performance. In addition to the above rights, the Developer shall be entitled to a return of the Developer Deposit.

Section 8.4 Fault of Developer. Except as to events constituting a basis for termination under Section 8.2, the following events each constitute an Event of Default by the Developer and a basis for the City to take action against the Developer:

(a) The Developer fails to exercise good faith and diligent efforts to satisfy, within the time and in the manner set forth in Article 2 and Article 3, one or more of the conditions precedent to the City's obligation to convey the Property to the Developer; or

(b) The Developer refuses to accept conveyance from the City of the Property within the time periods and under the terms set forth in Article 3; or

(c) The Developer constructs or attempts to construct the Improvements in violation of Article 5; or

(d) The Developer has not satisfied all preconditions set forth in this Agreement (unless waived by the City in writing) for commencement of construction of the Improvements by the time set forth in the Development Schedule, or fails to commence or complete construction of the Improvements within the times set forth in Article 5, or abandons or suspends construction of the Improvements prior to completion of all construction for a period of sixty (60) days after written notice by the City of such abandonment or suspension; or

(e) The Developer fails to comply with any obligation or requirement set forth in Article 6; or

(f) A Transfer occurs, either voluntarily or involuntarily, in violation of Article 7; or

(g) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City; or

(h) A court having jurisdiction shall have made or entered any decree or order (1) adjudging the Developer or Developer's general partner to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or Developer's General Partner or seeking any arrangement for the Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer or Developer's General Partner in bankruptcy or insolvency or for any of their properties, or (4) directing the winding up or liquidation of the Developer or Developer's General Partner, if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period will apply under this subsection (h) as well; or prior to sooner sale pursuant to such sequestration, attachment, or execution; or

(i) The Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection (i) as well) or prior to sooner sale pursuant to such sequestration, attachment, or execution; or

(j) The Developer shall have voluntarily suspended its business or, if the Developer is a partnership, the partnership shall have been dissolved or terminated; or

(k) There shall occur any default declared by any lender under any loan document related to any loans, secured by a deed of trust on the Development, all cure periods provided by such loan document has expired without a remedy of default and the default has not been waived by the lender and, as a result, such lender has the right to accelerate repayment of such loan; or

(l) The Developer breaches any other material provision of this Agreement or any other City Document.

Section 8.5 Remedies. Upon the happening of any of the above-described events, the City shall first notify in writing, the Developer and any limited partner or of Developer who has requested written notice from the City ("Permitted Limited Partner") of Developer's purported breach, failure or act above described, giving the Developer, sixty (60) days from receipt of such notice to cure, or, if cure cannot be accomplished within said sixty (60) days, to commence to cure such breach, failure, or act which shall, in any event, not exceed one hundred twenty (120) days from the date of receipt of the notice to cure. The Permitted Limited Partner shall have thirty (30) additional days to cure a breach beyond the cure periods for the Developer described in this subsection. If a Permitted Limited Partner cannot cure an Event of Default because the Developer's general partner is in bankruptcy and/or because the cure requires removal of the general partner of the Developer and the Permitted Limited Partner is proceeding diligently to remove the general partner of the Developer in order to effect a cure of the Event of Default, the cure period shall be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Event of Default, but in no event longer than one hundred eighty (180) days after the date of receipt by the Permitted Limited Partner of written notice of the Event of Default. If the Developer fails to cure the breach or failure within the time specified within such period stated above then the City shall be afforded all of the following rights and remedies:

(a) Termination of this Agreement by written notice to the Developer; provided, however, that the City's remedies pursuant to this Article 8 or any other City Document and the indemnification provisions of Sections 2.13(b), 5.1, 6.6(b), 8.8, 10.7 and 10.9 shall survive such termination;

(b) The right to retain the full amount of the Developer Deposit; and

(c) Any of the remedies specified in this Agreement.

Section 8.6 Right of Reverter. In the event that, following close of Escrow, this Agreement is terminated pursuant to Section 8.4 and such termination occurs prior to issuance of a Certificate of Completion for the Improvements, then the City shall have the right to reenter and take possession of the Property and all improvements thereon and to revest in the City the estate of the Developer in the Property.

Upon revesting in the City of title to the Property, or portion thereof, the City shall promptly use its best efforts to resell it consistent with its obligations under state law. Upon sale or contract for development, the proceeds shall be applied as follows:

(a) First, repayment in full of the outstanding balance of any loans listed in the approved Financing Plan;

(b) Second, to reimburse the City for any reasonable costs it incurs in managing or selling the Property or portion thereof (after exercising its right of reverter), including, but not limited to, amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of the Developer (but less any income derived by the City from the sale of the Property, or any part thereof, in connection with such management);

(c) Third, to reimburse the City for damages to which it is entitled under this Agreement by reason of the Developer's default;

(d) Fourth, to the Developer, its successor or transferee, up to the amount equal to: (i) the costs incurred for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less (ii) amounts required to repay any loan repaid under Section 8.6 (a); and

(e) Fifth, any balance to the City.

The City acknowledges that this right of reverter will be subordinated to lenders and the tax credit investor to the extent required.

Section 8.7 Right to Cure at Developer's Expense. Subject to the receipt of any necessary approvals from lenders, the City shall have the right to cure any monetary default by the Developer under a loan in connection with the Development after notice to Developer of the City's intent to cure, but only immediately prior to expiration of all applicable notice and cure periods available to the Developer. The Developer agrees to reimburse the City for any funds advanced by the City to cure a monetary default by Developer upon demand therefore, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law from the date of expenditure until the date of reimbursement.

Section 8.8 Construction Plans. Subject to the rights of senior lenders, if this Agreement is terminated pursuant to Sections 8.2 or 8.4, the Developer, at no cost to the City, shall deliver to the City copies of any construction plans and studies in the Developer's possession or in the possession of the Developer's consultants related to development of the Improvements on the Property, subject to the rights of third parties, along with an assignment of all of the Developer's rights to use the Construction Plans for completion of the Development and all rights under the construction contract for the Improvements. In the event the City utilizes the construction plan or studies, the City shall indemnify the Developer for any claims arising from the use of construction plans or studies by the City pursuant to this Section 8.8.

Section 8.9 Rights of Mortgagees. Any rights of the City under this Article 8 shall not defeat, limit or render invalid any Security Financing Interest permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of Security Financing Interests. Any conveyance of the Property to the City pursuant to this Article 8 shall be subject to Security Financing Interests permitted by this Agreement.

Section 8.10 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement or the City Documents are intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise. Neither the failure nor any delay to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 8.11 Waiver of Terms and Conditions. The City Manager may at his or her discretion waive in writing any of the terms and conditions of this Agreement, or the other City Documents, on behalf of the City without the Developer completing an amendment to this Agreement. The City Manager may also at his or her discretion agree to modification of the Development Schedule. No waiver of any default or breach by the Developer or of the City hereunder shall be implied from any omission by the City or the Developer, as applicable, to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by the City to or of any act by the Developer requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The exercise of any right, power, or remedy shall in no event constitute a cure or a waiver of any default under this Agreement or the City Documents, nor shall it invalidate any act done pursuant to notice of default, or prejudice the City in the exercise of any right, power, or remedy hereunder or under the City Documents, unless in the exercise of any such right, power, or remedy all obligations of the Developer to City is paid and discharged in full.

## ARTICLE 9.
## SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 9.1 No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon the Property but only for the purpose of securing loans approved by the City pursuant to the approved Financing Plan and any refinancing thereof provided the uses for all refinancing proceeds are subject to the approval of the City. Mortgages, deeds of trust, or other reasonable security instruments securing loans approved by the City pursuant to the approved Financing Plan are each referred to as a "Security Financing Interest." The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate acquisition, construction, and land development.

Section 9.2 Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer evidencing the realty comprising the Property or any part thereof be construed so to obligate such holder. However, subject to the foreclosure under any Security Financing Interest which has priority over the City Documents, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses of improvements provided for or authorized by this Agreement.

Section 9.3 Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Article 8 delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation of the construction of the Improvements, the City shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Property or any portion thereof a copy of such notice or demand; provided, however, that the City have no liability to the holder of a Security Financing Interest for failure by the City to provide notice to such holder. Each such holder shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach affecting the Property which is subject to the lien of the Security Financing Interest held by such holder and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City relating to such Improvements under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder relates. Any such holder properly completing such Improvements pursuant to this paragraph shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

Section 9.4 Failure of Holder to Complete Improvements. In any case where six (6) months after occurrence of an Event of Default by the Developer in completion of construction of the Improvements under this Agreement, the holder of record of any Security Financing Interest, having first exercised its option to construct, has not proceeded diligently with construction, the City shall be afforded those rights against such holder it would otherwise have against Developer under this Agreement.

Section 9.5 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of development, and the holder has not exercised its option to complete the development called for on the Property, the City may cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Property or any portion thereof to the extent of such costs and disbursements. The City agrees that such lien shall be subordinate to any Security Financing Interest, and the City shall execute from time to time any and all documentation reasonably requested by Developer to effect such subordination.

Section 9.6 Right of City to Satisfy Other Liens. After the conveyance of title to the Property or any portion thereof and after the Developer has had a reasonable time (at least thirty (30) days) to challenge, cure or satisfy any liens or encumbrances on the Property or any portion thereof, the City shall have the right to satisfy any such lien or encumbrances and receive immediate reimbursement of the cost of reimbursement from the Developer; provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount therein and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 9.7 Holder to be Notified. The provisions of this Article 9 shall be incorporated into the relevant deed of trust or mortgage evidencing each Security Financing Interest to the extent deemed necessary by, and in form and substance reasonably satisfactorily to the City, or shall be acknowledged by the holder of a Security Financing Interest prior to its creating any security right or interest in the Property.

## ARTICLE 10.
## GENERAL PROVISIONS

Section 10.1 Notices, Demands and Communications. Formal notices, demands, and communications among the City and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched in writing and (a) addressed as follows and (b) delivered in one of the following ways, and shall be deemed to have been delivered or received (i) five (5) days after the date when deposited in the United States registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), (ii) when personally delivered, (iii) when sent by facsimile/electronic mail, provided receipt was promptly confirmed in writing by another means of notice allowed in this Section 10.1, or (iv) one business day after the date deposited with the courier when sent by personal delivery by a nationally recognized courier service (e.g., Federal Express) for next day delivery. The current address and telecopy numbers of the City and the Developer are as follows:

CITY:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager
Telephone No.: 510-215-4300
Facsimile No.: 510-215-4379

DEVELOPER:

Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541-5031
Attention: President
Telephone No. 510-582-1460
Facsimile No. 510-582-0122
with a pdf copy emailed to lmandolini@edenhousing.org
and wkarp@edenhousing.org

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 10.1. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Copies of notices sent to Developer shall also be sent to any Permitted Limited Partner who requests such notices in writing and provides its address to the City. The City shall accept a cure by any Permitted Limited Partner as a cure by the Developer.

Section 10.2 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. No officer, director, employee or agent of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or successor or on any obligation under the terms of this Agreement.

Section 10.3 Forced Delay. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Developer's contractor, will necessitate delays; inability to secure necessary labor, materials or tools; delays of any contractor, sub-contractor or supplier; acts of the other party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of the City) despite the diligent and good faith efforts of the party claiming the delay; or any other causes (other than Developer's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other parties within thirty (30) days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other parties within fifteen (15) days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the City and the Developer, as set forth in Section 8.11.

Section 10.4 Inspection of Books and Records. Upon request, the Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of the Developer necessary to determine Developer's compliance with the terms of this Agreement. The City's inspection right shall include the right to inspect the Developer's books and records related to the Medical Clinic space and the Commercial Space and the use of any net revenues from the Medical Clinic space and the Commercial Space.

Section 10.5 Provision Not Merged with Deeds. None of the provisions of this Agreement are intended to or shall be merged by any grant deed transferring title to any real property which is the subject of this Agreement from City to Developer or any successor in interest, and any such grant deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.6 Title of Parts and Sections. Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 10.7 General Indemnification. The Developer agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City and its city council members, directors, officers, employees and agents, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the Developer's performance or non-performance under any of the City Documents, this Agreement, or any other agreement executed pursuant to the City Documents except as directly caused by the City's willful misconduct or gross negligence. The provisions of this section shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

Section 10.8 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 10.9 No Brokers. Each party represents to the other parties that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this section shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

Section 10.10 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 10.11 Legal Actions; Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney's fees and costs incurred in such action.

Section 10.12 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto except that there shall be no Transfer of any interest by any of the parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. However, on the termination of this Agreement, such covenants and restrictions shall expire. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the City expressly releases the Property from the requirements of this Agreement.

Section 10.13 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the City and the Developer as partners, co-venturers, or principal and agent with one another.

Section 10.14 Warranties. The City expresses no warranty or representation to the Developer as to fitness or condition of the Property the subject of this Agreement for the building or construction to be conducted thereon.

Section 10.15 Time of the Essence. In all matters under this Agreement, the parties agree that time is of the essence.

Section 10.16 Action by the City. Except as may be otherwise specifically provided in this Agreement or another City Document, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement or another City Document, such action may be given, made, or taken by the City's City Manager on behalf of the City, or by any person who shall have been designated in writing to the Developer by the City Manager, without further approval by the City Council. Any such actions shall be in writing. The City Manager or his or her respective designee is authorized to execute all subordination and other ancillary documents referenced in this Agreement and necessary to effectuate the intent of this Agreement.

Section 10.17 Representations and Warranties of the City and the Developer.

(a) The City hereby covenants and warrants that it has full right, power and authority to enter into this Agreement and to carry out all actions on its part contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of the City and no consent, authorization or approval of the City Council or any board, commission or person is necessary in connection with such execution and delivery or to carry out all actions on the City's part contemplated by this Agreement, except as have been obtained and are in full force and effect or are not required to be obtained until a later date; that the person executing this Agreement on behalf of the City has full corporate authority to do so; and that this Agreement constitutes the valid, binding and enforceable obligation of the City.

(b) The Developer hereby covenants and warrants that it is a duly authorized and existing California nonprofit public benefit corporation; that the Developer is and shall remain in good standing and qualified to do business in the State of California; that the Developer has full right, power and authority to enter into this Agreement and to carry out all actions on its part contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper section of the Developer and no consent, authorization or approval of any person is necessary in connection with such execution and delivery or to carry out all actions on the Developer's part contemplated by this Agreement, except as have been obtained are in full force and effect or are not required to be obtained on behalf of the Developer has full authority to do so; and that this Agreement constitutes the valid, binding and enforceable obligation of the Developer.

Section 10.18 Counterparts; Complete Understanding of the Parties. This Agreement may be executed in counterparts each of which is deemed to be an original. This Agreement and the attached exhibits constitute the entire understanding and agreement of the parties with respect to the matters set forth in this Agreement.

Section 10.19 Conflict Among City Documents. In the event of a conflict between the terms of this Agreement and any other City Document, the terms of this Agreement shall control to the extent of such conflict.

Section 10.20 Entry by the City. The Developer shall permit the City, through its council members, directors, officers, agents, or employees, at all reasonable times to enter into the Development (i) to inspect the work of construction to determine that the same is in conformity with the requirements of this Agreement, and (ii), following completion of construction, to inspect the ongoing operation and management of the Development to determine that the same is in conformance with the requirements of this Agreement. The City shall not cause any delay in the construction or operation of the Development by its entry pursuant to this Section 10.20. The Developer acknowledges that the City is under no obligation to supervise, inspect, or inform the Developer of the progress of construction, or operations and the Developer shall not rely upon the City therefore. Any inspection by the City during the construction is entirely for its purposes in determining whether the Developer is in compliance with this Agreement and is not for the purpose of determining or informing the Developer of the quality or suitability of construction. The Developer shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers. Notwithstanding any provision of this Agreement to the contrary, Developer shall not bear any liability to the City for injury to any City employee or representative occurring during the exercise of the City's right of entry pursuant to this Section 10.20, unless caused by the willful misconduct of the Developer.

Section 10.21 Investor Limited Partner Provisions. If and when the Developer transfers the Property and assigns the Loan to a limited partnership in accordance with Section 7.4 to qualify for low income housing tax credit financing, the City agrees to the following provisions for the benefit of the Developer's investor limited partner:

(a) The City will give the limited partner a copy of any written notice (at the limited partner's address set forth in the City Regulatory Agreement) that the City gives to Developer under this Agreement, the City Regulatory Agreement, the City Note or the City Deed of Trust;

(b) The City will give the limited partner ten (10) days after the limited partner's receipt of such notice to cure a non-payment of any sum due under the City Documents;

(c) The City will give the limited partner thirty (30) days after the limited partner's receipt of such notice to cure any other default under this Agreement, the City Regulatory Agreement, the City Note or the City Deed of Trust;

(d) If a default is incapable of being cured within thirty days, the City will give the limited partner an additional ninety (90) days to cure such default provided the limited partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period;

(e) If the limited partner makes any such payment or otherwise cures such default, the City will accept such action as curing such default as if such payment or cure were made by Developer;

(f) The City will permit the limited partner to remove the general partner of Developer in accordance with the Partnership Agreement, provided that the substitute general partner is acceptable to City; and

(g) The City will permit insurance proceeds to be used to rebuild the Project provided that (i) sufficient funds are provided from other sources to effectively rebuild the Project to a lawful multifamily housing complex, and (ii) subject to the rights of any Senior Lenders, City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as City may impose.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on or as of the date first above written.

DEVELOPER:

EDEN HOUSING INC., a California nonprofit public benefit corporation

By: ______________________________
Linda Mandolini, President

CITY:
CITY OF EL CERRITO, a municipal corporation

By: ______________________________
Scott Hanin
: City Manager

# EXHIBIT A

# LEGAL DESCRIPTION OF THE PROPERTY

# EXHIBIT A

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

Parcel One:

Lots 7, 8, 9, 10, 11, 12, 39, 40, 41, 42, 43 and 44 in Block 50, as designated on the Map entitled "Map of North Berkeley Terrace", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on November 2, 1908, in Vol. 1 of Maps, at Page 26.

APN: 503-010-003

Parcel Two:

A strip of land 10.00 feet in width adjoining the Southwesterly line of Lots 39, 40, 41, 42, 43 and 44, in Block 50 as said lots and block are shown on the Map entitled "Map of North Berkeley Terrace", filed November 2, 1908 in Block 1 of Maps, Page 26, in the Office of the County Recorder of Contra Costa County.

Said strip of land is bounded on the South by the Westerly prolongation of the line common to lots 36 and 37, in block 50 and bounded on the North by the Westerly prolongation of the line common to lots 44 and 45 in Block 50 as said lots and block are shown on said map on North Berkeley Terrace.

(Said Parcel is currently not assessed)

Parcel Three:

Lots 13, 14, 37 and 38, Block 50, as designated on the Map entitled "Map of North Berkeley Terrace", which Map was filed in the Office of the Recorder of Contra Costa County, State of California, on November 2, 1908, in Volume 1 of Maps, at Page 26.

APN: 503-010-014

EXHIBIT B

FINANCING PROPOSAL

EXHIBIT B
Financing Proposal



| | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| 1 | **San Pablo Mixed Use** | | | | | |
| 2 | | Permanent | During Const. | Rate | | |
| 3 | First Mortgage, Tranche A | 1,421,000 | | 6.25% | | |
| 4 | First Mortgage, Tranche B | 1,313,000 | | 6.25% | | |
| 5 | City of El Cerrito | 350,000 | 350,000 | 4.00% | | |
| 6 | City Land Donation | 3,900,000 | 3,900,000 | | | |
| 7 | County HOME | 1,500,000 | 1,500,000 | | | |
| 8 | County CDBG | 1,000,000 | 1,000,000 | | | |
| 9 | AHP Loan | 620,000 | 620,000 | | *assumes this is committ* | |
| 10 | Investor Capital Contributions | 16,247,086 | 1,624,709 | | | |
| 11 | Deferred Developer Fee | 200,000 | | | | |
| 12 | Sponsor Equity | 21,339 | Net Dev. Fee | 1,178,661 | | |
| 13 | TOTAL SOURCES | 26,572,424 | | | | |
| 14 | | | | | | |
| 15 | **TCAC Tiebreaker** | **45.89%** | | | | |
| 16 | | | | | | |
| 17 | Total Required During Constr. | 25,008,475 | | | | |
| 18 | Soft money/equity needed during construction | 8,994,709 | | | | |
| 19 | Construction loan required | 16,013,767 | Construction Loan | | | |
| 20 | | | | | | |
| 21 | Construction period | 16 | plus six month post construction | | | |
| 22 | Average % Outstanding | 40% | | | | |
| 23 | Rate | **4.50%** | | | | |
| 24 | | | | | | |
| 25 | CALCULATION OF CREDIT AMOUNT | | | | | |
| 26 | Basis | 17,861,988 | | | | |
| 27 | Voluntary Basis Reduction | *1,360,000* | | | | |
| 28 | Eligible Basis | 16,501,988 | | | | |
| 29 | High cost factor | 16,501,988 | **100.00%** | | | |
| 30 | | | | | | |
| 31 | Applicable fraction | 16,501,988 | **100.00%** | | | |
| 32 | Federal Credit Amount | **1,237,649** | **7.50%** | | | |
| 33 | State Credit Amount | 4,950,596 | 30.00% | | | |
| 34 | Solar Credits | 90,000 | 30% | | | |
| 35 | Equity from Federal Credit | 13,057,198 | **1.055** | 1.0454658 | | |
| 36 | Equity from State Credit | 3,217,888 | 0.65 | | | |
| 37 | Equity from Solar Credit | 90,000 | 1.00 | | | |
| 38 | Total Equity | 16,365,086 | | | | |
| 39 | Syndication Costs | 118,000 | | | | |
| 40 | Net Equity | 16,247,086 | | | | |
| 41 | | | | | | |
| 42 | Maximum Basis | 17,861,988 | | | | |
| 43 | Actual Basis per Costs | 19,666,945 | | | | |
| 44 | Less Grants | | | | | |
| 45 | Adjusted Actual Basis | 19,666,945 | | | | |
| 46 | | | | | | |
| 47 | | | | | | |
| 48 | TCAC Max Developer Fee | 1,400,000 | | | | |
| 49 | | | | | | |
| 50 | Total Requested Credit | 1,732,709 | | | | |
| 51 | | | | | | |
| 52 | | | | | | |
| 53 | | | | | | |
| 54 | | | | | | |

# EXHIBIT B
## Financing Proposal

San Pablo Mixed Use - 9% Credits Costs 4/8/2014 9:17 AM

| | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| 1 | SOURCES AND USES OF FUNDS | TOTAL COST | Residential | Commercial | Construction | BASIS FOR |
| 2 | | | Costs | Costs | Period | 9% CREDIT |
| 3 | *LAND COST/ACQUISITION* | | | | | |
| 4 | Land Cost or Value | 3,900,000 | 3,900,000 | | 3,900,000 | |
| 5 | Legal and Closoing | 25,000 | 25,000 | | 25,000 | |
| 6 | Demolition | 114,126 | 114,126 | | 114,126 | |
| 7 | Environmental Abatement | 50,000 | 50,000 | | 50,000 | |
| 8 | Site Maintenance | 5,000 | 5,000 | | 5,000 | |
| 9 | Total Land Cost or Value | 4,094,126 | 4,094,126 | 0 | | |
| 10 | Permanent Relocation | | | | 0 | |
| 11 | Existing Improvements Value | | | | 0 | |
| 12 | Off-Site Improvements | 160,287 | 147,506 | 12,781 | 147,506 | |
| 13 | **Total Acquisition Cost** | **4,254,413** | **4,241,632** | **12,781** | **4,241,632** | |
| 14 | *REHABILITATION* | | | | | |
| 15 | Site Work | | | | | |
| 16 | Structures | | | | | |
| 17 | General Requirements | | | | | |
| 18 | Contractor Overhead | | | | | |
| 19 | Contractor Profit | | | | | |
| 20 | **Total Rehabilitation Cost** | 0 | | | | |
| 21 | *NEW CONSTRUCTION* | | | | | |
| 22 | Site Work and Utilities | 930,820 | 856,600 | 74,220 | 930,820 | 856,600 |
| 23 | Structures - Commercial Shell + Tis | 806,973 | | 806,973 | 806,973 | |
| 24 | Structures-Housing | 9,313,631 | 9,313,631 | | 9,313,631 | 9,313,631 |
| 25 | Stone Building Renovation | 200,000 | 200,000 | | 200,000 | 200,000 |
| 26 | General Requirements | 1,203,101 | 1,107,171 | 95,930 | 1,203,101 | 1,107,171 |
| 27 | Overhead and Profit | 368,485 | 339,104 | 29,381 | 368,485 | 339,104 |
| 28 | Escalation Contingency | 1,360,742 | 1,252,242 | 108,500 | 1,360,742 | 1,252,242 |
| 29 | Insurance /Bond and Security | 210,000 | 193,256 | 16,744 | 210,000 | 193,256 |
| 30 | Photovoltaics | 300,000 | 300,000 | | 300,000 | 300,000 |
| 31 | **Total New Construction Costs** | **14,693,752** | **13,562,004** | 1,131,748 | **14,693,752** | |
| 32 | *ARCHITECTURAL FEES* | | | | | |
| 33 | Design | 734,740 | 676,155 | 58,585 | 734,740 | 676,155 |
| 34 | Supervision | 183,685 | 169,039 | 14,646 | 183,685 | 169,039 |
| 35 | **Total Architectural Costs** | **918,425** | **845,194** | **73,231** | **918,425** | |
| 36 | **Survey and Engineering** | **328,737** | 302,525 | 26,212 | **328,737** | 302,525 |
| 37 | *CONSTR. INTEREST & FEES* | | | | | |
| 38 | Const. Loan Interest | 744,640 | 685,266 | 59,374 | 744,640 | 353,686 |
| 39 | Deferred Loan Interest City Loan | | | | | |
| 40 | Predevelopment Interest | 20,000 | 18,405 | 1,595 | 20,000 | 18,405 |
| 41 | Origination Fee | 120,103 | 110,527 | 9,577 | 120,103 | 110,527 |
| 42 | Construction Lender Inspections, Appraisal | 38,650 | 35,568 | 3,082 | 38,650 | 35,568 |
| 43 | Owner Paid Bond Premium | | 0 | 0 | 0 | 0 |
| 44 | Taxes | 11,700 | 10,767 | 933 | 11,700 | 10,767 |
| 45 | Insurance | 79,096 | 72,789 | 6,307 | 79,096 | 72,789 |
| 46 | Title and Recording | 30,000 | 27,608 | 2,392 | 30,000 | 27,608 |
| 47 | **Total Construction Interest and Fees** | **1,044,189** | **960,930** | **83,259** | **1,044,189** | |
| 48 | *PERMANENT FINANCING* | | | | | |
| 49 | Loan Fees- Perm Loans and HOME | 82,340 | 82,340 | | 41,170 | |
| 50 | Title and Recording | 15,000 | 15,000 | | | |
| 51 | Permanent legal | 10,000 | 10,000 | | 10,000 | |
| 52 | **Total Permanent Financing Costs** | **107,340** | **107,340** | **0** | **51,170** | |
| 53 | *LEGAL FEES* | | | | | |
| 54 | Lender Legal Costs Paid by Applicant | 25,000 | 23,007 | 1,993 | 25,000 | 23,007 |
| 55 | Other - Owner Legal | 55,000 | 50,615 | 4,385 | 55,000 | 50,615 |
| 56 | **Total Attorney Costs** | **80,000** | **73,621** | **6,379** | **80,000** | |
| 57 | *RESERVES* | | | | | |
| 58 | Capitalized Operating Reserves | 329,290 | 329,290 | | | |
| 59 | Services Reserve | 78,749 | 78,749 | | | |
| 60 | **Total Reserve Costs** | **408,039** | **408,039** | **0** | | |
| 61 | **Total Appraisal Costs** | **10,000** | 9,203 | 797 | **10,000** | 9,203 |
| 62 | **Total Construction Contingency Costs** | **742,702** | 683,482 | 59,220 | **742,702** | 683,482 |
| 63 | *OTHER* | | | | | |
| 64 | Tax Credit App./Alloc./Monitoring fees | 77,336 | 77,336 | | 14,376 | |
| 65 | Market Study | 15,000 | 15,000 | | 15,000 | |
| 66 | Local Development Impact Fees | 993,622 | 914,395 | 79,227 | 993,622 | 914,395 |
| 67 | Waived Impact Fees | | 0 | | 0 | |
| 68 | Permit Processing Fees | 679,561 | 625,376 | 54,185 | 679,561 | 625,376 |
| 69 | Environmental + Testing/inspection | 374,500 | 344,639 | 29,861 | 374,500 | **374,500** |
| 70 | Construction Management Oversight | 100,000 | 92,026 | 7,974 | 100,000 | 100,000 |
| 71 | Marketing | 73,000 | 73,000 | | 73,000 | |
| 72 | Furnishings | 110,250 | 110,250 | | 110,250 | 110,250 |
| 73 | Soft Cost Contingency | 161,558 | 148,676 | 12,882 | 161,558 | 148,676 |
| 74 | **Total Other Costs** | **2,584,827** | **2,400,698** | **184,129** | **2,521,867** | |
| 75 | **Total Project Cost** | **25,172,424** | **23,594,668** | **1,577,756** | **24,632,475** | **18,378,575** |
| 76 | *DEVELOPER COSTS* | | | | | |
| 77 | Developer Overhead/Profit | 1,400,000 | 1,288,370 | 111,630 | 300,000 | 1,288,370 |
| 78 | Consultant/Processing Agent | 0 | | | | |
| 79 | Project Administration | | | | | |
| 80 | Broker Fees paid by owner | | | | | |
| 81 | Construction Management Oversight | | | | | |
| 82 | Other | | | | | |
| 83 | **Total Developer Costs** | **1,400,000** | **1,288,370** | **111,630** | **300,000** | **1,288,370** |
| 84 | | | | | | |
| 85 | **TOTAL PROJECT COST** | 26,572,424 | 24,883,038 | 1,689,386 | 24,932,475 | 19,666,945 |
| 86 | *Syndication Costs* | | | | | |
| 87 | Legal - Syndication | 50,000 | 46,013 | 3,987 | 50,000 | |
| 88 | Audit | 22,000 | 20,246 | 1,754 | | |
| 89 | Consultant - Syndication | 40,000 | 36,811 | 3,189 | 20,000 | |
| 90 | Organization | 6,000 | 5,522 | 478 | 6,000 | |
| 91 | **Total Syndication Costs** | 118,000 | 108,591 | 9,409 | 76,000 | |
| 92 | TOTAL PROJECT COSTS INCL. SYNDICATION | 26,690,424 | **24,991,630** | **1,698,795** | **25,008,475** | **19,666,945** |

# EXHIBIT B
## Financing Proposal



| | A | B | C | D | E | F | G | H | I | J |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **CASH FLOW ANALYSIS** | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | Maximum | | | | *Tiebreaker* |
| 4 | INCOME | | Monthly Rent | Total Monthly | Utility | Gross Rent | # | Contract | Monthly | *TCAC increm.* |
| 5 | Unit Size | # of Units | Charged Tenant | Rent all units | Allowance | 2014 | PBS8 | Rent | :remental inco | *income* |
| 6 | 1 BR 30% AMI | 7 | 476.00 | 3,332 | **41** | **517.00** | 7 | **1,138** | 4634 | *2219* |
| 7 | 1 BR 40% AMI | 0 | 649.00 | 0 | **41** | **690.00** | 0 | **1,138** | 0 | *0* |
| 8 | 1 BR 45% AMI | 16 | 735.00 | 11,760 | **41** | **776.00** | 16 | **1,138** | 6448 | *5072* |
| 9 | 1 BR 50% AMI | 39 | 821.00 | 32,019 | **41** | **862.00** | 8 | **1,138** | 2536 | *2536* |
| 10 | 1 BR 60% AMI | 0 | 994.00 | 0 | **41** | **1,035.00** | 0 | **1,138** | 0 | *0* |
| 11 | Manager's Unit (2 BR) | **1** | 0.00 | 0 | | | | | | |
| 12 | Total Units | **63** | | | | | **31** | | 13,618 | *9827* |
| 13 | | | | | | | TCAC affordability | # | | points |
| 14 | | | Monthly Residential Income | 47,111 | | | 30% AMI | 7 | 11.3% | 15.0 |
| 15 | | | Annual Residential Income | 565,332 | | | 40% AMI | 0 | 0.0% | |
| 16 | Laundry Income | | | 5,292 | | | 45% AMI | 16 | 25.8% | 15 |
| 17 | Gross Residential Income | | | 570,624 | | | 50% AMI | 39 | 62.9% | 20 |
| 18 | Vacancy Reserve | **5.00%** | | -28,531 | | | 60% AMI | 0 | 0.0% | |
| 19 | EGI | | | 542,093 | | | | 62 | | 50 |
| 20 | | | | | | | | | | |
| 21 | Incremental Income from RAD rents | | | 163,416 | | | Tiebreaker | | | |
| 22 | less vacancy | 5.00% | | -8,171 | | | public funds | 8,347,584 | | |
| 23 | Net Income | | | 155,245 | | | less offsites | -160,287 | | |
| 24 | | | | | | | net public funds | 8,187,297 | | |
| 25 | TOTAL EGI from Residential Tenants | | | 697,338 | | | adj for comm costs | 7,666,776 | 6.36% | |
| 26 | | | | | | | % of units w/rent subsidy | 50.00% | | |
| 27 | Commercial income - clinic | *1906* | sf | 1 | Master Lease to Eden entity | | increase for rent subsidy | 8,625,123 | | |
| 28 | Commercial income - retail | *1156* | sf | 1 | Master Lease to Eden entity | | net resid. dev costs | 24,883,038 | | |
| 29 | | | | | | | ratio 1 | 0.3466266 | | |
| 30 | OPERATING EXPENSES | 5,356 | pupa | 337,406 | | | | | | |
| 31 | Services Fee | 575 | | **36,240** | | | Requested basis | 16,501,988 | | |
| 32 | | | | | | | net dev costs | 24,883,038 | | |
| 33 | NET OPERATING INCOME | | | 323,694 | | | ratio 2 | 0.1122726 | | |
| 34 | | | | | | | Total tiebreaker | **45.890%** | | |
| 35 | Less Debt Service Tranche A | | | 124,638 | | | | | | |
| 36 | Less Debt Service Tranche B | | | 135,096 | | | *Tranche B loan for TCAC scoring purposes* | | | |
| 37 | Reserves | per unit | **400** | 25,200 | | | *total annual incremental income* | | *117,924* | |
| 38 | Excess Cash | | | 38,761 | | | *less 5% vacancy* | | *-5,896* | |
| 39 | | | | | | | *net income* | | *112,028* | |
| 40 | Supportable Debt - Tranche A | | | | | | *debt at TCAC underwriting guidelines* | | | |
| 41 | Debt Service Coverage | **6.25%** | 1,421,000 | 20 years | | | *Debt Service Coverage* | **5.75%** | *977,584* | *15 years* |
| 42 | | 1.15 | | 240 | | | | *1.15* | | *180* |
| 43 | Supportable Debt - Tranche B from RAD income | | | | | | | | | |
| 44 | Debt Service Coverage | **6.25%** | 1,313,000 | 15years | | | | | | |
| 45 | | 1.15 | | 180 | | | | | | |
| 46 | | | | | | | | | | |
| 47 | | | | | | | | | | |
| 48 | THRESHOLD BASIS | | | | | | public funds points: | | | |
| 49 | | | | | | | public funds | | 7,370,000 | |
| 50 | | | | | | | less offsites | | -160,287 | |
| 51 | County | 2013 | Contra Costa | | | | net public funds | | 7,209,713 | |
| 52 | | | | | | | net dev costs | | 24,883,038 | |
| 53 | Unit Size | Basis | Number | Project | | | ratio | | 28.97% | |
| 54 | | Limits | Units | Basis | | | | | | |
| 55 | 0 BR | | 0 | 0 | | | % below basis limits | | | |
| 56 | 1 BR | 206,255 | 62 | 12,787,810 | | | Basis Limits | | 17,861,988 | |
| 57 | 2 BR | 248,800 | 1 | 248,800 | | | Actual Basis | | 19,666,945 | |
| 58 | | | | | | | % below basis limits | | 0.00% | |
| 59 | | Total | 63 | | | | | | | |
| 60 | | | Basis Limits | 13,036,610 | | | | | | |
| 61 | | | Adjustment for prevailing wage | 2,607,322 | | | | | | |
| 62 | | | Adjustment for solar | | could add this | | | | | |
| 63 | | | 4% adjustment for energy savings | | | | | | | |
| 64 | | | Plus Local Fees | 914,395 | | | | | | |
| 65 | | | 7% Parking Under | | | | | | | |
| 66 | | | Plus 10% Elevators | 1,303,661 | | | | | | |
| 67 | | | Affordability Boost | | | | | | | |
| 68 | | | Total Maximum | 17,861,988 | | | | | | |
| 69 | | | Actual Basis per | 19,666,945 | | | | | | |
| 70 | | | Dev fee included in basis | 1,288,370 | | | | | | |
| 71 | | | Elevator | Yes | | | | | | |
| 72 | | | | | | | | | | |

# EXHIBIT B
Financing Proposal

San Pablo Mixed Use 15 Yr. Cash Flow 4/8/2014 9.17 AM

**San Pablo Mixed Use, Project Cash Flow**

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Potential Gross Income from Tenant Rents | 2.50% | 565,332 | 579,465 | 593,952 | 608,801 | 624,021 | 639,621 | 655,612 | 672,002 | 688,802 | 706,022 |
| Incremental Section 8 Income | 2.50% | 163,416 | 167,501 | 171,689 | 175,981 | 180,381 | 184,890 | 189,512 | 194,250 | 199,107 | 204,084 |
| Laundry Income | 2.50% | 5,292 | 5,424 | 5,560 | 5,699 | 5,841 | 5,987 | 6,137 | 6,291 | 6,448 | 6,609 |
| Less Vacancy | 5.00% | -36,702 | -37,620 | -38,560 | -39,524 | -40,512 | -41,525 | -42,563 | -43,627 | -44,718 | -45,836 |
| Effective Gross Income (EGI) | | 697,338 | 714,771 | 732,641 | 750,957 | 769,731 | 788,974 | 808,698 | 828,916 | 849,639 | 870,880 |
| Commercial income from Master lease | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Less Annual Operating Expenses (inc. prop taxes) | 3.50% | -337,406 | -349,215 | -361,438 | -374,088 | -387,181 | -400,732 | -414,758 | -429,275 | -444,299 | -459,850 |
| Less Tenant Services | | -36,240 | -37,508 | -38,821 | -40,180 | -41,586 | -43,042 | -44,548 | -46,107 | -47,721 | -49,391 |
| Net Annual Operating Income | | 323,694 | 328,050 | 332,384 | 336,691 | 340,965 | 345,202 | 349,394 | 353,536 | 357,620 | 361,640 |
| Less Debt Service, Tranche A | | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 |
| Less Debt Service, Tranche B | | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 |
| Less Reserves | | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 |
| Cash Flow | | 38,761 | 43,116 | 47,450 | 51,757 | 56,032 | 60,268 | 64,461 | 68,602 | 72,687 | 76,707 |
| DCR | | 1.15 | 1.17 | 1.18 | 1.20 | 1.22 | 1.23 | 1.25 | 1.26 | 1.28 | 1.30 |
| Deferred Developer Fee | | 5,261 | 8,611 | 11,910 | 15,151 | 18,327 | 21,433 | 24,460 | 27,401 | 30,250 | 32,997 |
| LP and GP management fees increasing at | 3% | 33,500 | 34,505 | 35,540 | 36,606 | 37,705 | 38,836 | 40,001 | 41,201 | 42,437 | 43,710 |
| Incentive management fee / distribution allowed by City/County | 25% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to City ($350,000 + $3,900,000 to calc % split but RR only up to $350) | 63% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to County ($1,500,000 + $1,000,000 to calc % split) | 37% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|---|---|---|---|---|---|---|---|---|---|---|
| Potential Gross Income from Tenant Rents | 723,673 | 741,765 | 760,309 | 779,316 | 798,799 | 818,769 | 839,239 | 860,219 | 881,725 | 903,768 |
| Incremental Section 8 Income | 209,186 | 214,416 | 219,776 | 225,271 | 230,903 | 0 | 0 | 0 | 0 | 0 |
| Laundry Income | 6,774 | 6,944 | 7,117 | 7,295 | 7,477 | 7,664 | 7,856 | 8,052 | 8,254 | 8,460 |
| Less Vacancy | -46,982 | -48,156 | -49,360 | -50,594 | -51,859 | -41,322 | -42,355 | -43,414 | -44,499 | -45,611 |
| Effective Gross Income (EGI) | 892,652 | 914,968 | 937,842 | 961,288 | 985,320 | 785,112 | 804,740 | 824,858 | 845,480 | 866,617 |
| Commercial income from Master lease | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Less Annual Operating Expenses (inc. prop taxes) | -475,944 | -492,603 | -509,844 | -527,688 | -546,157 | -565,273 | -585,057 | -605,534 | -626,728 | -648,663 |
| Less Tenant Services | -51,120 | -52,909 | -54,761 | -56,678 | -58,661 | -60,715 | -62,840 | -65,039 | -67,315 | -69,671 |
| Net Annual Operating Income | 365,589 | 369,458 | 373,239 | 376,924 | 380,504 | 159,127 | 156,845 | 154,287 | 151,438 | 148,284 |
| Less Debt Service, Tranche A | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 | -124,638 |
| Less Debt Service, Tranche B | -135,096 | -135,096 | -135,096 | -135,096 | -135,096 | 0 | 0 | 0 | 0 | 0 |
| Less Reserves | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 |
| Cash Flow | 80,656 | 84,525 | 88,306 | 91,991 | 95,570 | 9,289 | 7,007 | 4,449 | 1,600 | -1,554 |
| DCR | 1.31 | 1.33 | 1.34 | 1.35 | 1.37 | 1.07 | 1.06 | 1.04 | 1.01 | 0.99 |
| Deferred Developer Fee | 4,198 | 0 | | | | **reduce max to $25,000** | | | | |
| LP and GP management fees increasing at | 45,021 | 46,372 | 47,763 | 49,196 | 50,672 | **9,289** | 7,007 | 4,449 | 1,600 | -1,554 |
| Incentive management fee / distribution allowed by City/County | 7,859 | 9,538 | 10,136 | 10,699 | 11,225 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to City ($350,000 + $3,900,000 to calc % split but RR only up to $350) | 14,845 | 18,017 | 19,145 | 20,209 | 21,202 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to County ($1,500,000 + $1,000,000 to calc % split) | 8,732 | 10,598 | 11,262 | 11,887 | 12,472 | 0 | 0 | 0 | 0 | 0 |

**Eden Master Lease of Commercial Space Cash Flow**

| | year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Income from Clinic Space | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Income from retail space 1156 sf @ $1/sf | 2.50% | 13,872 | 14,219 | 14,574 | 14,939 | 15,312 | 15,695 | 16,087 | 16,489 | 16,902 | 17,324 |
| vacancy | 50% | -6,936 | -7,109 | -7,287 | -7,469 | -7,656 | -7,847 | -8,044 | -8,245 | -8,451 | -8,662 |
| EGI | | 6,936 | 7,109 | 7,287 | 7,469 | 7,656 | 7,847 | 8,044 | 8,245 | 8,451 | 8,662 |
| Operating Expenses (all covered by tenants) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NOI from Commercial Spaces = to Project Tenant Services | | 6,936 | 7,109 | 7,287 | 7,469 | 7,656 | 7,847 | 8,044 | 8,245 | 8,451 | 8,662 |

| | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|---|---|---|---|---|---|---|---|---|---|---|
| Income from Clinic Space | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Income from retail space 1156 sf @ $1/sf | 17,757 | 18,201 | 18,656 | 19,123 | 19,601 | 20,091 | 20,593 | 21,108 | 21,636 | 22,176 |
| vacancy | -8,879 | -9,101 | -9,328 | -9,561 | -9,800 | -10,045 | -10,297 | -10,554 | -10,818 | -11,088 |
| EGI | 8,879 | 9,101 | 9,328 | 9,561 | 9,800 | 10,045 | 10,297 | 10,554 | 10,818 | 11,088 |
| Operating Expenses (all covered by tenants) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NOI from Commercial Spaces = to Project Tenant Services | 8,879 | 9,101 | 9,328 | 9,561 | 9,800 | 10,045 | 10,297 | 10,554 | 10,818 | 11,088 |

EXHIBIT B
Financing Proposal

San Pablo Mixed Use 15 Yr. Cash Flow

4/8/2014 9:17 AM

**San Pablo Mixed Use, Project Cash Flow**

| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Potential Gross Income from Tenant Rents / | 926,362 | 949,521 | 973,259 | 997,591 | 1,022,531 | 1,048,094 | 1,074,296 | 1,101,154 | 1,128,683 | 1,156,900 | 1,185,822 | 1,215,468 | 1,245,854 | 1,277,001 | 1,308,926 | 1,341,649 | 1,375,190 | 1,409,570 | 1,444,809 | 1,480,929 | 1,517,953 |
| Incremental Section 8 Income | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laundry Income | 8,672 | 8,888 | 9,111 | 9,338 | 9,572 | 9,811 | 10,056 | 10,308 | 10,565 | 10,830 | 11,100 | 11,378 | 11,662 | 11,954 | 12,253 | 12,559 | 12,873 | 13,195 | 13,525 | 13,863 | 14,209 |
| Less Vacancy | -46,752 | -47,920 | -49,118 | -50,346 | -51,605 | -52,895 | -54,218 | -55,573 | -56,962 | -58,386 | -59,846 | -61,342 | -62,876 | -64,448 | -66,059 | -67,710 | -69,403 | -71,138 | -72,917 | -74,740 | -76,608 |
| Effective Gross Income (EGI) | 888,282 | 910,489 | 933,251 | 956,583 | 980,497 | 1,005,010 | 1,030,135 | 1,055,888 | 1,082,286 | 1,109,343 | 1,137,076 | 1,165,503 | 1,194,641 | 1,224,507 | 1,255,119 | 1,286,497 | 1,318,660 | 1,351,626 | 1,385,417 | 1,420,052 | 1,455,554 |
| Commercial income from Master lease | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Less Annual Operating Expenses (inc. prop taxes) | -671,367 | -694,865 | -719,185 | -744,356 | -770,409 | -797,373 | -825,281 | -854,166 | -884,062 | -915,004 | -947,029 | -980,175 | -1,014,481 | -1,049,988 | -1,086,738 | -1,124,773 | -1,164,140 | -1,204,885 | -1,247,056 | -1,290,703 | -1,335,878 |
| Less Tenant Services | -72,110 | -74,634 | -77,246 | -79,950 | -82,748 | -85,644 | -88,642 | -91,744 | -94,955 | -98,278 | -101,718 | -105,278 | -108,963 | -112,777 | -116,724 | -120,809 | -125,038 | -129,414 | -133,943 | -138,631 | -143,484 |
| Net Annual Operating Income | 144,808 | 140,993 | 136,823 | 132,279 | 127,343 | 121,995 | 116,214 | 109,980 | 103,271 | 96,052 | 88,331 | 80,052 | 71,199 | 61,744 | 51,660 | 40,917 | 29,484 | 17,329 | 4,419 | -9,280 | -23,806 |
| Less Debt Service, Tranche A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Less Debt Service, Tranche B | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Less Reserves | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 |
| Cash Flow | 119,608 | 115,793 | 111,623 | 107,079 | 102,143 | 96,795 | 91,014 | 84,780 | 78,071 | 70,862 | 63,131 | 54,852 | 45,999 | 36,544 | 26,460 | 15,717 | 4,284 | -7,871 | -20,781 | -34,480 | -49,006 |
| DCR | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| Deferred Developer Fee | | | | | | | | | | | | | | | | | | | | | |
| LP and GP management fees increasing at | 29,851 | 30,747 | 31,669 | 32,619 | 33,598 | 34,606 | 35,644 | 36,713 | 37,815 | 38,949 | 40,118 | 41,321 | 42,561 | 36,544 | 26,460 | 15,717 | 4,284 | -7,871 | -20,781 | -34,480 | -49,006 |
| Incentive management fee / distribution allowed by City/County | 22,439 | 21,262 | 19,988 | 18,615 | 17,136 | 15,547 | 13,843 | 12,017 | 10,064 | 7,978 | 5,753 | 3,383 | 859 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to City ($350,000 + $3,900,000 to calc % split but RR only up to $350) | 42,385 | 40,161 | 37,758 | 35,161 | 32,368 | 29,367 | 26,147 | 22,698 | 19,010 | 15,070 | 10,867 | 6,389 | 1,623 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to County ($1,500,000 + $1,000,000 to calc % split) | 24,932 | 23,624 | 22,209 | 20,683 | 19,040 | 17,275 | 15,381 | 13,352 | 11,182 | 8,865 | 6,393 | 3,759 | 955 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Eden Master Lease of Commercial Space Cash Flow**

| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Income from Clinic Space | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Income from retail space 1156 sf @ $1/sf | 22,731 | 23,299 | 23,882 | 24,479 | 25,091 | 25,718 | 26,361 | 27,020 | 27,695 | 28,388 | 29,097 | 29,825 | 30,571 | 31,335 | 32,118 | 32,921 | 33,744 | 34,588 | 35,452 | 36,339 | 37,247 |
| vacancy | -11,365 | -11,650 | -11,941 | -12,239 | -12,545 | -12,859 | -13,180 | -13,510 | -13,848 | -14,194 | -14,549 | -14,912 | -15,285 | -15,667 | -16,059 | -16,461 | -16,872 | -17,294 | -17,726 | -18,169 | -18,624 |
| EGI | 11,365 | 11,650 | 11,941 | 12,239 | 12,545 | 12,859 | 13,180 | 13,510 | 13,848 | 14,194 | 14,549 | 14,912 | 15,285 | 15,667 | 16,059 | 16,461 | 16,872 | 17,294 | 17,726 | 18,169 | 18,624 |
| Operating Expenses (all covered by tenants) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NOI from Commercial Spaces = to Project Tenant Services | 11,365 | 11,650 | 11,941 | 12,239 | 12,545 | 12,859 | 13,180 | 13,510 | 13,848 | 14,194 | 14,549 | 14,912 | 15,285 | 15,667 | 16,059 | 16,461 | 16,872 | 17,294 | 17,726 | 18,169 | 18,624 |

EXHIBIT B
Financing Proposal



**San Pablo Mixed Use, Project Cash Flow**

| | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Potential Gross Income from Tenant Rents | 1,555,901 | 1,594,799 | 1,634,669 | 1,675,536 | 1,717,424 | 1,760,360 | 1,804,369 | 1,849,478 | 1,895,715 | 1,943,108 | 1,991,685 | 2,041,477 | 2,092,514 | 2,144,827 |
| Incremental Section 8 Income | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laundry Income | 14,565 | 14,929 | 15,302 | 15,684 | 16,077 | 16,478 | 16,890 | 17,313 | 17,746 | 18,169 | 18,644 | 19,110 | 19,588 | 20,077 |
| Less Vacancy | -78,523 | -80,486 | -82,499 | -84,561 | -86,675 | -88,842 | -91,063 | -93,340 | -95,673 | -98,065 | -100,516 | -103,029 | -105,605 | -108,245 |
| Effective Gross Income (EGI) | 1,491,943 | 1,529,241 | 1,567,472 | 1,606,659 | 1,646,825 | 1,687,996 | 1,730,196 | 1,773,451 | 1,817,787 | 1,863,232 | 1,909,813 | 1,957,558 | 2,006,497 | 2,056,659 |
| Commercial income from Master lease | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Less Annual Operating Expenses (inc. prop taxes) | -1,382,634 | -1,431,026 | -1,481,112 | -1,532,951 | -1,586,604 | -1,642,135 | -1,699,610 | -1,759,096 | -1,820,665 | -1,884,388 | -1,950,341 | -2,018,603 | -2,089,254 | -2,162,378 |
| Less Tenant Services | -148,505 | -153,703 | -159,083 | -164,651 | -170,413 | -176,378 | -182,551 | -188,940 | -195,553 | -202,398 | -209,482 | -216,814 | -224,402 | -232,256 |
| Net Annual Operating Income | -39,195 | -55,486 | -72,720 | -90,940 | -110,190 | -130,515 | -151,963 | -174,584 | -198,429 | -223,552 | -250,008 | -277,857 | -307,158 | -337,973 |
| Less Debt Service, Tranche A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Less Debt Service, Tranche B | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Less Reserves | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 | -25,200 |
| Cash Flow | -64,395 | -80,686 | -97,920 | -116,140 | -135,390 | -155,715 | -177,163 | -199,784 | -223,629 | -248,752 | -275,208 | -303,057 | -332,358 | -363,173 |
| DCR | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| Deferred Developer Fee | | | | | | | | | | | | | | |
| LP and GP management fees increasing at | -64,395 | -80,686 | -97,920 | -116,140 | -135,390 | -155,715 | -177,163 | -199,784 | -223,629 | -248,752 | -275,208 | -303,057 | -332,358 | -363,173 |
| Incentive management fee / distribution allowed by City/County | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to City ($350,000 + $3,900,000 to calc % split but RR only up to $350l | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Residual Receipts to County ($1,500,000 + $1,000,000 to calc % split) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Eden Master Lease of Commercial Space Cash Flow**

| | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Income from Clinic Space | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Income from retail space 1156 sf @ $1/sf | 38,178 | 39,133 | 40,111 | 41,114 | 42,142 | 43,195 | 44,275 | 45,382 | 46,517 | 47,680 | 48,872 | 50,093 | 51,346 | 52,629 |
| vacancy | -19,089 | -19,566 | -20,056 | -20,557 | -21,071 | -21,598 | -22,138 | -22,691 | -23,258 | -23,840 | -24,436 | -25,047 | -25,673 | -26,315 |
| EGI | 19,089 | 19,566 | 20,056 | 20,557 | 21,071 | 21,598 | 22,138 | 22,691 | 23,258 | 23,840 | 24,436 | 25,047 | 25,673 | 26,315 |
| Operating Expenses (all covered by tenants) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NOI from Commercial Spaces = to Project Tenant Services | 19,089 | 19,566 | 20,056 | 20,557 | 21,071 | 21,598 | 22,138 | 22,691 | 23,258 | 23,840 | 24,436 | 25,047 | 25,673 | 26,315 |

EXHIBIT C
CITY REGULATORY AGREEMENT

EXHIBIT C

FORM OF CITY REGULATORY AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

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REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Tradeway)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of ______, 2014, by and between the City of El Cerrito, a municipal corporation (the "City") and Eden Housing, Inc., a California nonprofit public benefit corporation (the "Owner").

RECITALS

A. The City has entered into a Disposition, Development and Loan Agreement (the "DDLA") with Owner pursuant to which the City has conveyed to the Owner that certain property located in the City of El Cerrito and more particularly described in Exhibit A attached hereto and incorporated herein (the "Property") upon which the Developer intends to construct 63 units of affordable rental housing with resident services primarily for senior citizens, approximately 3,000 square feet of commercial space to include a medical clinic and related parking, landscaping and amenities (the "Development"). In addition, pursuant to the terms of the DDLA, the Owner received a Predevelopment Loan to be used for costs associated with the Development. Capitalized terms used in this Agreement and not defined shall have the meanings set forth in the DDLA.

B. The funds loaned to Owner pursuant to the DDLA are in part Low and Moderate Income Housing Funds originally held by the former El Cerrito Redevelopment Agency ("Former RDA"). The former El Cerrito Redevelopment Agency was dissolved in accordance with AB x1 26 and AB 1484 on February 1, 2012. The City as the successor housing agency to the Former RDA, assumed the housing related rights and responsibilities of the Former RDA and acquired the Predevelopment Loan from the former RDA in accordance with Health and Safety Code Section 34176(e) as a Housing Asset.

C. The City has agreed to loan funds to Owner on the condition that the Development be maintained and operated in accordance with Health and Safety Code Sections 33334.2 et seq., 33413(a) and 33413(b)(2)(A)(ii) and in accordance with additional restrictions concerning affordability, operation, and maintenance of the Development, as specified in this Agreement.

D. In consideration of receipt of the Loan at an interest rate substantially below the market rate and in consideration of the conveyance price of the Property at reuse value, Owner has further agreed to observe all the terms and conditions set forth below.

E. In order to ensure that the entire Development will be used and operated in accordance with these conditions and restrictions, the City and Owner wish to enter into this Agreement.

THEREFORE, the City and Owner hereby agree as follows:

## ARTICLE 1.
## DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the City shall provide the Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Agency" shall mean the El Cerrito Redevelopment Agency, a public body, corporate and politic.

(d) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(e) "Assumed Household Size" shall have the meaning set forth in Section 2.2(c). The definition is utilized to calculate affordable rent and is not intended to be a limit on the number of persons occupying a unit.

(f) "City" shall mean the City of El Cerrito.

(g) “Commercial Space” means the approximately 1,156 square foot ground floor commercial space fronting San Pablo Avenue, not including the Medical Clinic.

(h) "DDLA" shall mean the Disposition, Development and Loan Agreement entered into by and between the City and Owner, dated __________, 2014.

(i) "Deed of Trust" shall mean the deed of trust in favor of the City on the Property which secures repayment of the Loan and performance of this Agreement.

(j) "Development" shall mean the Property and the sixty-three (63) affordable housing units with resident services for senior citizens, and commercial space housing a medical clinic and other commercial uses, to be constructed on the Property, as well as all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(k) "HCD" shall mean the California Department of Housing and Community Development.

(l) "Loan" shall mean all funds loaned to Owner pursuant to the DDLA.

(m) "Low Income Household" means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income.

(n) "Low Income Rent" means the rent allowed to be charged on the Low Income Units pursuant to Section 2.2(a) below.

(o) "Low Income Units" shall mean the Units that, pursuant to Section 2.1 below, are required to be occupied by Low Income Households.

(p) "Median Income" shall mean the median gross yearly income adjusted for Actual Household Size (to qualify residents) or Assumed Household Size (to calculate rents), as applicable, in the County of Contra Costa, California, as published from time to time by the State of California Department of Housing and Community Development. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State of California Department of Housing and Community Development.

(q) "Medical Clinic" means the approximately 1,906 square foot medical clinic to be operated by Samuel Merritt University pursuant to the Memorandum of Understanding between the Owner and Samuel Merritt University or a substitute operator approved by the City in accordance with the provisions of this Regulatory Agreement.

(r) "Note" shall mean the promissory note from the Owner to the City evidencing all or any part of the Loan.

(s) "Owner" shall mean Eden Housing, Inc., a California nonprofit public benefit corporation, and its successors and assigns to the Development.

(t) "Property" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

(u) "Rent" shall mean the total of monthly payments by the residents of a Unit (other than the manager's Unit) for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all residents, other than security deposits; the cost of an adequate level of service for utilities paid by the resident, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Resident.

(v) "Resident" shall mean an individual or household occupying a Unit.

(w) "Senior Household" shall mean a household that contains at least one senior citizen as defined in California Civil Code Section 51.3.

(x) "Term" shall mean the term of this Agreement, which shall commence on the date of recordation of this Agreement, and shall continue for a period of fifty-five (55) years from the date a certificate of occupancy is issued for the Development.

(y) "Units" shall mean the individual dwelling units to be constructed on the Property as part of the Development.

(z) "Very Low Income Household" shall mean a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(aa) "Very Low Income Rent" shall mean the rent permitted to be charged for a Very Low Income Unit pursuant to Section 2.2(a) below.

(bb) "Very Low Income Units" shall mean the Units, which, pursuant to Section 2.1(a) below, are required to be occupied by Low Income Households.

## ARTICLE 2.
## AFFORDABILITY COVENANTS

2.1 Occupancy Requirements.

(a) No fewer than thirty (30) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(b) No fewer than thirty-two (32) of the Units shall be rented to and occupied by, or if vacant, available for occupancy by Low Income Households.

(c) All of the Units, other than one Unit reserved for a manager, shall be rented to Senior Households.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to Section 2.2(e) and Section 2.3(a) below, the Rent charged to Residents of the Very Low Income Units shall not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(b) Low Income Rent. Subject to Section 2.3(a) below, the Rent charged to Residents of the Low Income Units shall not exceed one-twelfth ($1/12^{th}$) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(c) In calculating the allowable Rent for the Units, the following Assumed Household Sizes shall be utilized:

| Number of Bedrooms | Assumed Household Size |
|---|---|
| One | 2 |
| Two | 3 |
| Three | 4 |

(d) No later than May 1st of each calendar year, the City shall provide the Owner with a schedule of permissible maximum Very Low Income Rents and Low Income Rents. Under no circumstance may Owner raise rents above the permissible maximum rents as allowed under the annual rent schedule provided by the City.

(e) It is anticipated that the Development will receive Project-Based Section 8 or other rental subsidy payments (collectively referred to as the "HAP Contract") throughout the Term. If, during the Term, any change in federal law occurs or any action (or inaction) by Congress or any federal or State agency, which results in a reduction, termination or nonrenewal of the HAP Contract through no fault of the Owner ("Federal or State Action"), such that the rental subsidy projected on the approved Financing Plan is no longer available, the City shall allow the Developer to increase the rents on one or more of the Very Low Income Units to Low Income Rents provided that the Developer has demonstrated to the satisfaction of the City Manager that such a rent increase is necessary to maintain the financial stability of the Development. The Developer shall provide the City Manager with a projected operating budget for the Development showing the impact of the loss or reduction of the rental subsidy as well as the last two full years of audited financial statements for the Development showing actual costs and expenses of operating the Development at the time Developer requests an increase in the rents. The City Manager shall have authority to approve an increase in the rents on a sufficient number of Very Low Income Units to a rent not exceeding the Low Income Rent in order to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the submitted operating budget, provided, however, any such rent increase shall only be allowed pursuant to a transition plan mutually agreed upon by the City and Developer consistent with any applicable TCAC regulations and only to the extent not otherwise prohibited under the TCAC Regulatory Agreement or any other regulatory agreement recorded on the Development. Developer shall make all commercially reasonable efforts to obtain alternative sources of rental subsidies and shall provide the City with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the Very Low Income Units to be reduced to the Very Low Income Rents. Upon receipt of any alternative rental subsidies, the Developer shall reduce the rents on the units subject to the rent increase to the Very Low Income Rents to the greatest extent possible.

2.3 Increased Income of Residents.

(a) Increase from Very Low Income to Low Income. If, upon recertification of the income of a Tenant of an Affordable Unit, the Owner determines that a former Very Low Income Household's Adjusted Income has increased and exceeds the qualifying income for a Very Low Income Household, but does not exceed the maximum qualifying income for a Low Income Household, then, upon expiration of the Tenant's lease:

(1) Such Tenant's Unit shall be considered a Low Income Unit;

(2) Such Tenant's Rent may be increased to a Low Income Rent, upon sixty (60) days' written notice to the Tenant; and

(3) The Owner shall rent the next available Unit to a Very Low Income Household at Rent not exceeding the maximum Rent specified in Section 2.2 to comply with the requirements of Section 2.1 and Section 2.2 above.

(b) Non-Qualifying Household. If, upon recertification of the income of a Tenant of an Affordable Unit, the Owner determines that a former Very Low Income Household or a Low Income Household has an Adjusted Income exceeding the maximum qualifying income for a Low Income Household, such Tenant shall be permitted to continue occupying the Unit and upon expiration of the Tenant's lease and upon sixty (60) days written notice, the Rent may be increased to the fair market rent, and the Owner shall rent the next available Unit to a Very Low Income Household or Low Income Household, as applicable, to meet the requirements of Section 2.1 above.

(c) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household) as the income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very Low Income Unit or Low Income Unit) shall be redetermined. In any event, Owner shall maintain the occupancy requirements set forth in section 2.1 above.

2.4 Resident Selection.

(a) No later than six (6) months prior to the projected date of the completion of the Development, Owner shall submit to the City for approval its plan for marketing the Development to income-eligible Senior Households.

(b) The Owner shall not discriminate against any applicants for tenancy on the basis of source of income or rent payment (for example, without limitation, Temporary Assistance for Needy Families (TANF) or Section 8), and Owner shall consider a prospective Resident's previous rent history of at least one (1) year, or such other time period the Owner deems reasonable, as evidence of the prospective Resident's ability to pay the applicable Rent.

2.5 Lease Provisions. Owner shall include in leases for all Units provisions which authorize Owner to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's qualification as a Very Low Income Household or Low Income Household. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits for a Very Low Income Household or Low Income Household, such household's Rent may be subject to increase.

2.6 Condominium Conversion. The Owner shall not convert Development units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property during the Term of this Agreement.

## ARTICLE 3.
## INCOME CERTIFICATION AND REPORTING

3.1 Income Certification. With respect to new Residents, the Owner will obtain, and complete, as a condition to initial occupancy and with respect to new Residents, obtain and maintain on file annually thereafter, income certifications from each Resident renting any of the Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (1) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain the three (3) most current savings and checking account bank statements; (5) obtain an income verification form from the applicant's current employer; (6) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (7) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Resident income certifications shall be available to the City upon request.

3.2 Annual Report to City. Owner shall submit to the City (a) not later than the forty-fifth ($45^{th}$) day after the close of each calendar year, or such other date as may be requested by the City, a statistical report, including income and rent data for all Units, setting forth the information called for therein, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the City.

3.3 Additional Information. Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to any Unit.

3.4 Records. Owner shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Residents, during regular business hours and upon at least one (1) business day's prior notice. All Resident lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5 Annual Operating Budget. The Owner shall within sixty (60) days of the end of each of the Owner's fiscal year, furnish the City a proposed Annual Operating Budget for the following calendar year. Upon receipt by the City of the proposed Annual Operating Budget, the City shall promptly review the same and approve or disapprove it within ten (10) working days. If the proposed Annual Operating Budget is not approved by the City, the City shall set forth in writing and notify the Owner of the City's reasons for withholding such approval. The Owner shall thereafter submit a revised proposed Annual Operating Budget for City approval, which approval shall be granted or denied within five (5) working days in accordance with the procedures set forth above.

3.6 On-site Inspection. The City shall have the right to perform an on-site inspection of the Development at least one (1) time per year during regular business hours upon at least five (5) business days' prior notice, and without interfering with the rights of tenants in the Development. The Owner agrees to cooperate in such inspection.

## ARTICLE 4.
## OPERATION OF THE DEVELOPMENT

4.1 Operation.

(a) Residential Units. The Units, shall be operated only for residential use as permanent multifamily rental housing. The Owner shall comply with the requirements of the California Civil Code Section 51.3 et seq. with regard to the operation of a Senior Citizen Housing Development.

(b) Medical Clinic. Approximately 1,900 square feet of the commercial space shall be operated as a medical clinic consistent with the Medical Clinic MOU attached hereto and incorporated herein as Exhibit B. The Owner shall be required to obtain the City's approval of any change in the operator of the medical clinic, which consent shall not be unreasonably withheld provided the proposed operator has similar experience and resources to the original operator of the Medical Clinic and will provide similar services as the original operator, unless the City approves different services in its reasonable discretion. In addition to obtaining any approvals required pursuant to the entitlements for the Development, Developer shall be required to obtain the City's approval of any change in the use of the Medical Clinic to another use. If the Developer request that the City approve a change in the use of the Medical Clinic, the Developer shall provide the City with information on its efforts to secure or retain a Medical Clinic as well as the proposed alternative use. The City approval of any alternative use shall be in the City's sole discretion.

(c) Commercial Space. Prior to conveyance of the Property by the City to the Owner, the Owner submitted to the City and the City approved a Leasing Agent and a leasing plan for the Commercial Space. The Owner shall use its best efforts to lease the Commercial Space, during the Term, in accordance with the approved leasing plan for uses that are consistent with the approved entitlements for the Development. Prior to entering into any lease for the

Commercial Space with a tenant that is not consistent with the City approved leasing plan, the Owner shall submit the proposed use to the City for its approval, which approval shall not be unreasonably withheld if the proposed use of the Commercial Space is consistent with the entitlements for the Development. If, after a reasonable period of time, the Owner has been unable to lease the Commercial Space in accordance with the approved leasing plan, the Owner may elect to prepare a revised leasing plan, in which case the Owner shall submit such revised leasing plan to the City for its review and approval. If Owner determines to replace the Leasing Agent at any time, the Owner shall submit for the City's approval the identity of the proposed Leasing Agent as well as information on the background and experience of the proposed Leasing Agent. Unless the proposed Leasing Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for the disapproval, the Leasing Agent shall be deemed approved. The City shall approve or disapprove the proposed Leasing Agent within thirty (30) days of receipt of the relevant information. If the City disapproves the proposed Leasing Agent the City shall state its reasons for such disapproval in writing.

(d) The Owner covenants and agrees to pay to the City fifty percent (50%) of any "Surplus Cash" (defined below) generated by the Medical Clinic sublease and the Commercial Space sublease after payment of Owner's annual operating costs associated with the Medical Clinic space and the Commercial Space for the prior fiscal year. The City shall use any funds paid to the City by the Developer pursuant to this Section 4.1(d) for purposes of furthering the City's affordable housing goals. The Owner agrees to provide annual financial statements showing its actual income and expenditures related to the Medical Clinic space and the Commercial Space no later than one hundred twenty (120) days after the end of the Owner's fiscal year and at such time to pay to the City fifty percent (50%) of the "Surplus Cash" which shall be defined as the "net operating income" (as defined by the financial statements), plus or minus those items and in such amounts as may be agreed upon by the City and Owner prior to the execution of any sublease for the Medical Clinic or the Commercial Space. The City shall have the right to inspect the Owner's and Owner's affiliated master lessor's books and records with regards to the Medical Clinic space and the Commercial Space. Consistent with the City's agreement to use any revenues received under this Section 4.1(d) for the City affordable housing goals, the City shall give priority to the Development in the event such revenues are needed to maintain the financial stability of the residential portion of the Development or to expand the scope of City-approved tenant services.

(e) The Owner may master lease the Medical Clinic space and the Commercial Space to an affiliate of the Developer, subject to the City's approval of any such master lease. The City shall approve any such master lease provided the master lease requires the master lessee to comply with all of the obligations set forth herein with regards to the Medical Clinic and the Commercial Space and the City is a third party beneficiary of the master lease with respect to the requirements of this Agreement.

4.2 Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Owner shall not give preference to any particular class or group of persons in renting the Units, except to the extent that the Units are required to be leased to senior citizens who qualify as Very Low Income or Low Income Households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, age, source of income, disability, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit, except to the extent allowed pursuant to California Civil Code Section 51.3, nor shall Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of residents, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of the Development. All deeds, leases or contracts made or entered into by Owner as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed by the DDLA.

4.4 Section 8 Certificate Holders. The Owner will accept as residents, on the same basis as all other prospective residents, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective residents, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Residents.

4.5 Preference to Displacees. Owner shall give a preference in the rental of any Units to eligible households displaced by activity of the City or the former El Cerrito Redevelopment Agency, as provided in Health and Safety Code Section 33411.3. The preferences stated in this section apply to the rentals of Units throughout the Term.

## ARTICLE 5.
## PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. The Owner is responsible for all management functions with respect to the Development, including without limitation the selection of residents, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Development. The Owner shall retain a professional property management company, approved by the City in its reasonable discretion, to perform its management duties hereunder. A resident manager shall also be required. At least six (6) months prior to completion of construction of the Development Owner shall submit a proposed management plan to the City for approval by the City. The City shall approve or disapprove (with written explanation for disapproval) of the proposed management plan by notifying the Owner in writing within sixty (60) days of the date of submission to the City.

5.2 Management Agent; Periodic Reports. The Development shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The City approves Eden Housing Management Inc. as the initial Management Agent. The Owner shall submit for the City's approval the identity of any proposed Management Agent and on-site resident manager. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent and on-site resident manager as is reasonably necessary for the City to determine whether the proposed Management Agent or on-site resident manager meets the standard for a qualified Management Agent or on-site resident manager set forth above. If the proposed Management Agent or on-site resident manager meets the standard for a qualified Management Agent or on-site resident manager set forth above, the City shall approve the proposed Management Agent or on-site resident manager by notifying the Owner in writing. Unless the proposed Management Agent or on-site resident manager is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Performance Review. The City reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by the City) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Owner shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent or On-Site Resident Manager. If, as a result of a periodic review, the City determines, in its reasonable judgment, that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Owner of its intention to cause replacement of the Management Agent or on-site resident manager, including the reasons therefore. Within fifteen (15) days of receipt by Owner of such written notice, City staff and the Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development. If, after a reasonable period as determined by the City (not to exceed sixty (60) days), the City determines that the Owner is not operating and managing the Development in accordance with the material requirements and standards of this Agreement, the City may require replacement of the Management Agent or on-site resident manager.

If, after the above procedure, the City requires in writing the replacement of the Management Agent or on-site resident manager, Owner shall promptly dismiss the then Management Agent or on-site resident manager, and shall appoint as the Management Agent or on-site resident manager a person or entity meeting the standards for a Management Agent or on-site resident manager set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Owner shall provide that the contract can be terminated as set forth above. Failure to remove the

Management Agent or on-site resident manager in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.4.

5.5 Approval of Management Policies. The Owner shall submit its written management policies with respect to the Development to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance. The Owner agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

The City places prime importance on quality maintenance to protect its investment and to ensure that all City-assisted affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the City assuming the Owner agrees to provide all necessary improvements to assure the Development is maintained in good condition. The Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Owner breaches any of the covenants contained in this section and such default continues for a period of ten (10) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default unless the Owner has commenced to cure such breach within the applicable cure period and is diligently pursuing such cure. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a fifteen percent (15%) administrative charge, which amount shall be promptly paid by the Owner to the City upon demand.

## ARTICLE 6.
## MISCELLANEOUS

6.1 Term. The provisions of this Agreement shall apply to the Property for the entire Term even if the entire Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the Loan and conveyed the Property to the Owner on the condition, and in consideration of, this provision, and would not do so otherwise.

6.2 Compliance with DDLA and Program Requirements. The Owner's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the DDLA, Deed of Trust, and Note; and (ii) all requirements imposed on projects assisted with Redevelopment Low and Moderate Income Housing Fund monies under California Health and Safety Code Section 33334.2 et seq.

6.3 Covenants to Run With the Land. The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.4 Enforcement by the City. If Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Owner in writing of the default (or such longer period as provided in the DDLA) or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The City may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and/or for damages.

(c) Remedies Provided Under DDLA. The City may exercise any other remedy provided under the DDLA.

(d) Remedies Provided Under Deed of Trust. The City may exercise any other remedy provided under the Deed of Trust.

6.5 Rights of Third Parties to Enforce Covenants. Notwithstanding any other provisions of law, all covenants and restrictions contained herein which implement Health and Safety Code Sections 33334.3 and/or 33413(b)(4), or successor provisions, shall run with the land and shall be enforceable by the City, the County of Contra Costa, and any of the parties listed in Health and Safety Code Section 33334.3(f)(7), so long as such provision or successor provision remains in effect.

6.6 Listing of Property in Database. Owner hereby acknowledges and agrees that Health and Safety Code Section 33418(c) requires that the Property be listed in a database that shall be made available to the public on the internet and which will include the street address, assessor's parcel number, and other information about the Property. The Owner must disclose this requirement to all Residents and prospective Residents.

6.7 Attorneys Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The City and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of Contra Costa.

6.9 Governing Law. This Agreement shall be governed by the laws of the State of California.

6.10 Subordination. This Agreement may be subordinated as provided in the DDLA.

6.11 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Contra Costa, California.

6.12 Notice. All notices given or certificates delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt, if: (i) personally delivered by a commercial service which furnishes signed receipts of delivery or (ii) mailed by certified mail, return receipt requested, postage prepaid, addressed as shown on the signature page. Any of the parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

6.13 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

**[Signatures on following Page]**

IN WITNESS WHEREOF, the City and Owner have executed this Agreement by duly authorized representatives, all on the date first written above.

Address:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

CITY:

CITY OF EL CERRITO, a California municipal corporation

By: ______________________________

Name: ______________________________

Its: ______________________________

Address:

Eden Housing, Inc.,
22645 Grant Street
Hayward, CA 94541-5031
Attn; President

OWNER:

EDEN HOUSING, INC., a California nonprofit public benefit corporation

By: ______________________________

Name: ______________________________

Its: ______________________________

STATE OF CALIFORNIA )
)
COUNTY OFCONTRA COSTA )

On ____________________, 20__ before me, ______________________________________, Notary Public, personally appeared ______________________________________________
______________________________________________________________________________
______________________________________________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________________ (Seal)

STATE OF CALIFORNIA )
)
COUNTY OF CONTRA COSTA )

On ____________________, 20__ before me, ______________________________________, Notary Public, personally appeared ______________________________________________
______________________________________________________________________________
______________________________________________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________________ (Seal)

_____________________________________

EXHIBIT A

PROPERTY DESCRIPTION

The land is situated in the County of Contra Costa, State of California, and is described as follows:

EXHIBIT D
CITY DEED

EXHIBIT D
GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attention: City Manager

No fee for recording pursuant to
Government Code Section 27383

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GRANT DEED

THE CITY OF EL CERRITO, a municipal corporation, herein called "Grantor", hereby grants to Eden Housing, Inc., a California nonprofit public benefit corporation, herein called "Grantee" all of Grantor's right, interest title and claim to, the real property situated in the City of El Cerrito, County of Contra Costa, State of California, more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used herein shall have the same meaning as in the Agreement, as defined below.

SUBJECT, however, to easements of record, the Disposition, Development and Loan Agreement by and between Grantor and Grantee, dated as of ________________, as may be amended, a copy of which is on file with the City Clerk of the Grantor, hereinafter referred to as the "Agreement":

Section 1. Mandatory Language in All Subsequent Deeds and Leases.

The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

(a) In deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(b) In leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision

(d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(c) In contracts:
"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Section 2. Grantor Right of Reverter.

If the Agreement is terminated pursuant to Section 8.4 thereof following the Close of Escrow (as defined in the Agreement") and prior to the issuance of the Certificate of Completion for the Property (as defined in the Agreement) for the Development (as defined in the Agreement), which Certificate of Completion shall be recorded, then the Grantor may if authorized pursuant to the provisions of Section 8.6 of the Agreement, in addition to other rights granted in the Agreement, re-enter and take possession of the Property or any portion thereof with all improvements thereon, and revest in the Grantor the estate theretofore conveyed to the Grantee. The interest created pursuant to this Section 2 shall be a "power of termination" as defined in California Civil Code Section 885.010

The rights granted in this Section 2 shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(a) Any Security Financing Interest permitted by the Agreement.

(b) Any rights or interests provided in the Agreement for the protection of the holder of a Security Financing Interest with respect to the Property.

Upon revesting in the Grantor of title to the Property or any portion thereof as provided in this Section 2, the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or applicable portion thereof and as soon as possible, in a commercially reasonable manner and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Development in accordance with the uses specified for such property in the Plan and in a manner satisfactory to the Grantor. The Property shall be sold at a price that the Grantor determines is not less than the fair reuse value of the Property given the covenants, conditions and requirements the Grantor is imposing on the purchaser. Upon such resale of the Property or any portion thereof the proceeds thereof shall be applied as follows:

(a) First, repayment in full of the outstanding balance of any loans listed in the approved Financing Plan;

(b) Second, to reimburse the Grantor for any reasonable costs it incurs in managing or selling the Property or portion thereof (after exercising its right of reverter), including, but not limited to, amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of the Grantee (but less any income derived by the Grantor from the sale of the Property, or any part thereof, in connection with such management);

(c) Third, to reimburse the Grantor for damages to which it is entitled under this Agreement by reason of the Grantee's default;

(d) Fourth, to the Grantee, its successor or transferee, up to the amount equal to: (i) the costs incurred for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less (ii) amounts required to repay any loan repaid under Section 8.6 (a) of the Agreement; and

(e) Fifth, any balance to the Grantor.

The rights established in this Section 2 are to be interpreted in light of the fact that the Grantor will convey the Property to the Grantee for development and not for speculation.

In the case of a subsequent conveyance, or transfer of the Property by the Grantee or a successor to the Grantee (herein "subsequent grantor or transferor") prior to the issuance by the Grantor of a Certificate of Completion for the Property and where the provisions of this Section 2 remain in effect as to the Property, a subsequent grantor or transferor, in addition to other remedies it may have under its deed or instrument of transfer, may include in the deed or instrument of transfer the right, at its election, to exercise the rights under this Section 2 with respect to the Property and, in such circumstance, Grantor's right hereunder may be exercised only if the subsequent grantor or transferor either (1) fails to exercise such rights in a timely manner, or (2) having exercised such rights, does not reasonably act to cause the construction of the Property to be completed in a timely manner.

Section 3. <u>Use and Maintenance</u>.

For the Term of the Agreement, the Grantee agrees to use, operate and maintain the Property and the Improvements thereon in compliance with all requirement for operations and maintenance set forth in the Agreement.

Section 4. Prohibition Against Transfer of Property and Assignment of Agreement.

Grantee shall not, except as permitted under Article 7 of the Agreement make or attempt any Transfer (as defined in the Agreement) without the prior written approval fo the Grantor.

Section 5. Enforcement.

The covenants contained in sections 1 through 4 of this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successor and assigns, and any successor in interest to the Grantor the Property and improvements or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, after any applicable notice and cure periods have expired, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants in section 1 shall remain in effect in perpetuity and the covenants in sections 2 through 4 above shall remain in effect for the period of time specified in the respective sections.

Section 6. Capitalized Terms.

Capitalized terms used in this Grant Deed, if not otherwise defined, shall have the meaning given to such terms in the Agreement.

Section 7. Counterparts.

This Grant Deed may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Grant Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed this ____ day of ______.

GRANTOR:

CITY OF EL CERRITO, a municipal corporation

By: ______________________________
Name: ______________________________

Title: ______________________________

GRANTEE:

EDEN HOUSNG INC., a California nonprofit public benefit corporation

______________________________
Linda Mandolini, President

STATE OF CALIFORNIA )
)
COUNTY OF ____________________ )

On ______________________, before me, ____________________________, Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Name: ________________________________
Notary Public

STATE OF CALIFORNIA )
)
COUNTY OF ____________________ )

On ______________________, before me, ____________________________, Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Name: ________________________________
Notary Public

________________________________

<u>Exhibit A</u>

(Legal Description of the Property)

# EXHIBIT E
# DEVELOPMENT SCHEDULE

# EXHIBIT E

# DEVELOPMENT SCHEDULE

This Development Schedule summarizes the schedule for various activities under the Disposition Development and Loan Agreement (the “Agreement” or the “DDLA”) to which this exhibit is attached. The description of items in this Development Schedule is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the DDLA to which such items relate. Section references herein to the DDLA are intended merely as an aid in relating this Development Schedule to other provisions of the DDLA and shall not be deemed to have any substantive effect.

Whenever this Development Schedule requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

| Action | Date |
|---|---|
| **Items Related to Developer Actions and Requirements as Set Forth in Article 2** | |
| 1. Payment of Developer Deposit. The Developer shall deposit with the City the amount of $25,000. [DDA § 2.2] | No later than **ten (10) days** after the Effective Date. |
| 2. Final Development Plans. Developer shall apply for final approval by the City of the development plans. [DDLA § 2.3] | Completed. |
| 3. Governmental Approvals. The Developer shall obtain all governmental approvals necessary for development and operation of the Improvements, including the building permit. [DDLA § 2.4 & § 2.5] | Eden is proposing to submit 120 days prior to construction loan closing. |
| 4. Submittal – Management Agreement and Procedures. Developer shall submit to City the proposed management agreement with the Management Agent and written guidelines or procedures for tenant selection, operation and management of the Development, including reporting requirements for the Regulatory Agreement. [DDLA § 2.6] | No later than 180 days prior to the Close of Escrow |

| Action | | Date |
|---|---|---|
| 5. | Review – Management Agreement and Procedures. The City shall review and approve or disapprove the proposed Management Agreement and Procedures and approve or disapprove. [DDLA § 2.6] | Within **ten (10) days** of submission by the Developer. |
| 6. | Submittal – Revised Financing Proposal. Developer shall submit revised Financing Proposals to the City after either applying for funding or receiving commitments for funding that differ from the previously submitted and approved Financing Proposal. [DDLA § 2.7] | Within **ten (10)** business **days** of either applying for funding or receiving commitments for funding that differs from the approved Financing Proposal. |
| 7. | Review – Revised Financing Proposal. The City shall review and approve or disapprove any revised Financing Proposal submitted by the Developer. [DDLA § 2.7] | Within thirty (30) days of submission by the Developer. |
| 8. | Submittal – Financing Plan. The Developer shall submit the Financing Plan to the City for review and approval. [DDLA § 2.8] | Within, thirty (30) days after receiving TCAC reservation, but in any event no later than thirty (30) days after TCAC allocations for TCAC reservation for final 2016 allocation round are announced. If a TCAC reservation is received, a subsequent final Financing Plan shall be submitted prior to the construction loan closing. |
| 9. | Developer/City Meet and Confer. The City and Developer shall meet and confer on the financial feasibility of the Development [DDLA §2.8(c)] | Within thirty (30) days of the announcement of TCAC allocations for the final 2016 allocation round if Developer has not received a TCAC Reservation. |
| 10. | Review – Financing Plan. The City shall review the proposed Financing Plan and shall approve it or provide in writing specific reasons for the disapproval. [DDLA § 2.8] | Within **thirty (30) days** of receipt. |
| 11. | Submittal – Construction Plans. The Developer shall submit a copy of the Construction Plans for the Development to the City in its capacity as seller of the Property. [DDLA § 2.9] | No later than 120 days prior to Close of Escrow (the construction plans will be approximately 90% complete). |

| Action | | Date |
|---|---|---|
| 12. | Review – Construction Plans. The City will either approve or disapprove the Construction Plans for the Development. [DDA § 2.9] | Within **twenty one (21) days** after the submittal of construction plans. |
| 13. | Closing of Financing. No later than the date shown herein, the Developer shall submit to the City evidence of the availability of funds, and that conditions to the release of Conventional Loan(s) have been met or will be met concurrently with the conveyance of the Property to the Developer and the closing of the Conventional Loan(s). [DDLA § 2.10] | No later than five (5) days prior to the Close of Escrow |
| 14. | Submittal – Medical Clinic MOU. The Developer shall submit to the City a memorandum of understanding with Samuel Merritt University for the operation of the Medical Clinic. [DDLA § 2.11] | No later than March 31, 2015 |
| 15. | Review – Medical Clinic MOU. The City shall approve or disapprove of the MOU in writing [DDLA § 2.11] | Within thirty (30) days of submission to the City. |
| 16. | Submittal – Commercial Space Leasing Plan. The Developer shall submit to the City for its approval the proposed Leasing Agent,.<br><br>The Developer shall submit to the City for its approval a Leasing Plan prepared by the approved Leasing Agent for the leasing of the Commercial Space, which the City shall review within thirty (30) days.<br>[DDLA § 2.12] | Leasing Agent: Ten months prior to completion of construction<br><br>Leasing Plan: Six months prior to completion of construction |
| 17. | Review- Leasing Agent and Leasing Plan. The City shall approve or disapprove the Leasing Agent and the Leasing Plan. [DDLA § 2.12) | Leasing Agent and Leasing Plan are deemed approved if not disapproved within thirty (30) days of submittal. |
| 18. | Outside Date for Satisfaction of Conditions Precedent to Disposition of Property. [DDLA § 2.1] | April 30, 2017 |
| | | |

| Action | Date |
|---|---|
| **Items Related to the Closing As Set Forth In Article 3 And Construction of the Development As Set Forth In Article 5.** | |
| 19. Open Escrow. To accomplish conveyance of the City Property, the parties shall establish an escrow with the Title Company. [DDLA § 3.3] | No later than 60 days prior to the Close of Escrow |
| 20. Closing. The City shall convey the Property to the Developer. [DDLA § 3.4] | Within **thirty (30) days** after the satisfaction of all conditions precedent to conveyance set forth in Article 2 and in § 3.4 but in no event later than **May 30, 2017**. |
| 21. Commencement of Construction. The Developer shall commence construction of the Development. [DDLA § 5.3] | Not later than thirty (30) days after the Closing. |
| 22. Completion of Construction. The Developer shall complete construction of the Development. [DDLA § 5.4] | Within **twenty four (24) months** after actual commencement of construction. |
| **Items Related to Ongoing Developer Obligations As Set Forth In Article 6.** | |
| 23. Submittal of Master Lease. If Developer master leases the Medical Clinic space and/or the Commercial Space, the Developer shall submit for City approval any such master lease. [DDLA § 6.2] | Prior to Developer execution. |
| 24. Submittal of Surplus Cash definition. The Developer shall submit for City approval the definition of Surplus Cash. [DDLA § 6.2(c)] | Prior to Developer execution of any sublease for the Medical Clinic or the Commercial Space. |

EXHIBIT F
NOTICE OF AFFORDABILITY RESTRICTIONS

EXHIBIT F
NOTICE OF AFFORDABILITY RESTRICITONS

RECORDING REQUESTED BYAND
WHEN RECORDED MAIL TO:

City of El Cerrito
10890 San Pablo
El Cerrito, CA 94530
Attn: City Manager

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# NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This Notice of Affordability Restrictions on Transfer of Property, pursuant to California Health and Safety Code Section 33413(c)(5) and Section 33334.4(f)(4), is dated as of ______________ and is by and between the City of El Cerrito, a municipal corporation (the "City") and Eden Housing, Inc. a California nonprofit public benefit corporation ("Owner"), with reference to the following:

1. The City and the Owner have entered into that certain "Regulatory Agreement and Declaration of Restrictive Covenants" (the "Regulatory Agreement"), of even date herewith, which Regulatory Agreement includes affordability covenants and restrictions on the rental units on the property.

2. The affordability covenants and restrictions included in the Regulatory Agreement expire on the date fifty five (55) years from the date of the issuance of a Certificate of Occupancy for the development.

3. The street address of the property subject to the Regulatory Agreement (the "Property") is: 10848 and 10860 San Pablo Avenue, El Cerrito, California.

4. The assessor's parcel numbers of the Property are: 503-010-003-5, 503-010-014-2.

5. The legal description of the Property is attached as Exhibit "A," incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Notice of Affordability Restrictions on Transfer of Property on or as of the date first written above.

CITY:

City of El Cerrito

By:______________________________
Scott Hanin
City Manager

OWNER:

Eden Housing, Inc., a California nonprofit public benefit corporation

By:______________________________
Linda Mandolini, President

STATE OF CALIFORNIA )
)
COUNTY OF ____________________ )

On ______________________, before me, ______________________________, Notary Public, personally appeared ___________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_________________________________

Name: _________________________________
Notary Public

STATE OF CALIFORNIA )
)
COUNTY OF ____________________ )

On ______________________, before me, ______________________________, Notary Public, personally appeared ___________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_________________________________

Name: _________________________________
Notary Public

# EXHIBIT A

## Legal Description

EXHIBIT G
MEMORANDUM OF DDLA

EXHIBIT G
MEMORANDUM OF DDLA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, Ca 94530
Attn: City Manager

No fee for recording pursuant
to Government Code Section 27383

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MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (the “Memorandum of DDLA”) is made as of _____, 2014, by and between the City of El Cerrito, a municipal corporation (“City”), and Eden Housing, Inc., a California nonprofit public benefit corporation (the "Developer") to confirm that the City and the Developer have entered into that certain Disposition, Development and Loan Agreement dated as of _____, 2014 (the "DDLA"). The DDLA imposes certain conditions (including but not limited to, construction requirements, operating covenants, and transfer restrictions) on the real property described in Exhibit A attached hereto and incorporated herein (the "Property"). The DDLA is a public document and may be reviewed at the principal office of the City.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Memorandum of DDLA to be duly executed as of the date first above written.

CITY OF EL CERRITO, a municipal corporation

By: ________________________________
Scott Hanin
City Manager

APPROVED AS TO FORM:

By: ____________________________
City Attorney

DEVELOPER:

EDEN HOUSING, INC., a California nonprofit public benefit corporation

By:______________________
Linda Mandolini, President

[SIGNATURES MUST BE NOTARIZED]

319\31\1501532.1
4/5/2014

STATE OF CALIFORNIA )
)
COUNTY OF ____________ )

On ____________________, before me, ____________________________, Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________________
Notary Public

STATE OF CALIFORNIA )
)
COUNTY OF ____________ )

On ____________________, before me, ____________________________, Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________________
Notary Public

# EXHIBIT A

(Legal Description of Property)

EXHIBIT H
CERTIFICATE OF COMPLETION

EXHIBIT H
FORM OF CERTIFICATE OF COMPLETION

Recording Requested By
And When Recorded Mail To:

Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541.

Attention: President

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CERTIFICATE OF COMPLETION

Pursuant to Section 5.6 of the Disposition, Development and Loan Agreement by and between the City of El Cerrito, a municipal corporation (the "City"), and Eden Housing, Inc., a California nonprofit public benefit corporation (the "Developer"), dated as of _______, 2014 (the "Agreement"), the City certifies that the Developer has met its obligations under Article 5 of the Agreement with respect to construction of the Improvements. This Certificate of Completion: (1) shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the Development (as defined in the Agreement) or any part thereof, (2) shall not constitute evidence of compliance with the prevailing wage requirements of the City's local prevailing wage requirements, California Labor Code Sections 1720 *et seq.*, or the federal Davis-Bacon Act wage requirements, if applicable, and (3) shall not be deemed either a notice of completion under the California Civil Code or a certificate of occupancy.

The date of the issuance of the Certificate of Occupancy for the Improvements was ________.

THE CITY OF EL CERRITO,
a municipal corporation

Date: ________________

By: ________________________________
Scott Hanin
City Manager

**SIGNATURE MUST BE NOTARIZED**

SSTATE OF CALIFORNIA )
)
COUNTY OF ____________ )

On ____________________, before me, ___________________________, Notary Public, personally appeared ____________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Notary Public

# EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT I
CITY DEED OF TRUST

EXHIBIT I
FORM OF CITY DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

No fee for recording pursuant to
Government Code Section 27383

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CONSTRUCTION AND PERMANENT
DEED OF TRUST AND SECURITY AGREEMENT

THIS CONSTRUCTION AND PERMANENT DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is made as of ________, 20__, by and among Eden Housing, Inc., a California nonprofit public benefit corporation (the "Trustor"), Old Republic Title Company, a California corporation (the "Trustee"), and the City of El Cerrito, a municipal corporation (the "Beneficiary"), with reference to the following facts:

A. The Trustor owns a fee interest in that certain real property described in the attached Exhibit A (the "Property").

B. The Beneficiary is loaning the Trustor the principal amount of Three Hundred Fifty Thousand Dollars ($350,000) in connection with the Property (the "Loan"). The Loan is being made pursuant to that certain Disposition, Development and Loan Agreement between the Trustor and the Beneficiary dated as of ________________ (the "DDLA").

C. The Loan is being evidenced by that certain promissory note by the Trustor in favor of the Beneficiary dated as of _____________, in the principal amount of the Loan (the "Note"). A copy of the Note is on file with the Beneficiary, and the terms of the Note are incorporated by reference into this Deed of Trust.

D. The term "Loan Documents" means this Deed of Trust, the DDLA, the Note, Agency Regulatory and Declaration of Restrictive Covenants (the "Regulatory Agreement"), and Assignment Agreement (as defined in the DDLA), any amendment to any of the foregoing documents, and any other instrument between the Trustor and the Beneficiary relating to the Property that recites that it is secured by this Deed of Trust or that it is a Loan Document.

E. The term "Principal" means the amount required to be paid under the Loan Documents, including any interest, reimbursements, or other charges.

F. This Deed of Trust is being executed by the Trustor and delivered to the Beneficiary to grant real and personal property security interests to the Beneficiary to secure the Trustor's obligations under the Loan Documents.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the Trustor agrees to the following terms:

## ARTICLE 1.
## GRANT OF SECURITY INTERESTS

Section 1.1 Grant of Security Interest. By executing and delivering this Deed of Trust, the Trustor irrevocably grants to the Trustee, in trust for the benefit of the Beneficiary as security for the performance of the obligations described in Section 1.2, with a power of sale, and subject to the terms of this Deed of Trust, all of the Trustor's interests, estates, rights, and claims in or to the following, whether the interest, estate, right, or claim is held by the Trustor as of the date of this Deed of Trust or arises in the future (collectively the "Security"):

(a) The Property.

(b) Every easement, right-of-way, and other right, interest, and estate used or enjoyed by the Trustor in connection with the Property or as a means of access to the Property, including (without limitation) all related tenements, hereditaments, and appurtenances.

(c) Every improvement (of every kind and description) now or in the future constructed on the Property (the "Improvements").

(d) All property now or in the future affixed to or placed upon the Property.

(e) All building materials and equipment now or in the future delivered to the Property and intended to be installed on the Property.

(f) All land lying within the right-of-way of any street (whether open or proposed) adjoining the Property, and all sidewalks, alleys, and strips and areas of land adjacent to or used in connection with the Property.

(g) Every other property interest relating to the property described in Sections 1.1(a) through 1.1(f) above, including (without limitation) all deposits or other security given to utility companies, all proceeds from such property, all proceeds of insurance with respect to such property, all awards made for the taking of such property by eminent domain or purchase in lieu of such a taking, and all awards resulting from a change of grade of streets or for severance damages.

(h) All articles of personal property or fixtures now or in the future attached to or used in or about the Improvements which are necessary to the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished .in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to such building or buildings in any manner.

Section 1.2 Secured Obligations. The grant made in Section 1.1 is made as security for the following obligations of the Trustor:

(a) Payment of all sums due under the Note.

(b) Payment of all sums advanced by the Beneficiary to protect the Security pursuant to this Deed of Trust.

(c) Every other obligation of the Trustor contained in this Deed of Trust or in the Loan Documents.

## ARTICLE 2.
## MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor shall cause the Security to be maintained and preserved in good condition. The Trustor shall from time to time cause to be made all repairs, replacements, and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

The Trustor shall pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (such agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the

Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law. As to these exceptions, Beneficiary will grant and/or direct the Trustee to grant such easements.

## ARTICLE 3.
## TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, at least ten (10) days prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (i) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (ii) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefore on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (ii) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve, account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefore by Beneficiary, together with interest thereon from the date of such advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance. Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefore at any time prior to the Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust.

Section 3.3 Advances. In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to the Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

## ARTICLE 4.
## DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (i) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (ii) any damage to or destruction of the Property or in any part thereof by insured casualty, and (iii) any other injury or damage to all or any part of the Property ("Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary to the extent of the outstanding balance due on the Note. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary shall be released to Trustor to rebuild the Improvements on the Property (the "Project"), provided that (i) such proceeds are sufficient to rebuild the Project in a manner that provides adequate security to Beneficiary for repayment of the Loan or if such proceeds are insufficient then Trustor shall have funded any deficiency, (ii) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (iii) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, the proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the Loan. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender.

## ARTICLE 5.
## AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL

Section 5.1 Other Agreements Affecting Property. The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses. In the event of any Event of Default (as defined below) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefore, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal. The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property. To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security, subject to the rights and interest of any senior lenders approved by the Beneficiary. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with their terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security, without interfering with the rights of tenants in the Project.

Section 5.8 Nondiscrimination. The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion; age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. With respect to familial status, this Section 5.8 shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this Section shall be construed to affect Section 51.2, 51.3, 51.4, and 51.10 of the Civil Code, relating to housing for senior citizens. The foregoing covenants shall run with the land.

## ARTICLE 6.
## HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily and lawfully kept and used in and about similar residential developments.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) .all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and safety Code, Sections 25220 et seq. or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its board members, council members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees, but excluding any release or discharge by Beneficiary during its ownership of the Property.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be. "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e) (3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e) (1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (ii) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d) (1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused, or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the rate specified in the Note until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7.
## EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. A Borrower Default under the Loan Documents, including the DDLA, Note, Regulatory Agreement, and Assignment Agreement which remains uncured within the time and manner specified in the applicable Loan Document including any extension of the cure period to allow Trustor's Permitted Limited Partner to cure such default, shall constitute an Event of Default under this Deed of Trust.

Section 7.2 Acceleration of Maturity. Upon an Event of Default, the unpaid Principal and other payment due under the Note shall immediately become due and payable.

Section 7.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default and Election to Sell (as defined below) hereunder or invalidate any act done in response to such Default or pursuant to such Notice of Default and Election to Sell (as defined below) and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default (as defined below), including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give notice to the Trustee and shall deposit with Trustee the Note (the deposit of which shall be deemed to constitute evidence that the unpaid Principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal and interest amount of the Note; (ii) all other amounts owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefore. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver. No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(a) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security. The Beneficiary shall have power to (i) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (ii) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (iii) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver. The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

Section 7.11 Non-Recourse Provisions. Except as provided below, the Trustor, after recordation of this Deed of Trust, shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan, and the sole recourse of the Beneficiary with respect to the principal of, or interest on, the Note shall be to the property described in this

Deed of Trust and in the Assignment of Plans; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Beneficiary thereunder, or (b) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Trustor of its obligation to indemnify the Beneficiary under the DDLA, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under this Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with this Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

## ARTICLE 8.
## MISCELLANEOUS

Section 8.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices. After the execution of this Deed of Trust Formal notices, demands, and communications between the parties shall not be deemed given unless dispatched by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personal delivery-with a delivery receipt, to the principal office of the parties as follows:

BENEFICIARY:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

TRUSTOR:

Eden Housing, Inc.

22645 Grand Avenue
Hayward, CA 94541
Attn: Executive Director

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section 8.3. Receipt shall be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 8.4 Successors and Joint Trustors. Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage. Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions. Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the property encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the regulatory agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

EDEN HOUSING, INC., a California nonprofit public benefit corporation

By: ______________________________
Linda Mandolini, President

[SIGNATURE MUST BE NOTARIZED]

# EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT J
CITY NOTE

EXHIBIT J

FORM OF PROMISSORY NOTE

$350,000 El Cerrito, California

_______, 20__

FOR VALUED RECEIVED, Eden Housing, Inc., a California nonprofit public benefit corporation (the "Borrower"), promises to pay to the City of El Cerrito (the "City"), or order, the principal sum of Three Hundred fifty Thousand Dollars ($350,000) (the "Loan"), or so much thereof as is advanced to Borrower pursuant to Article 4 of the DDLA (as defined below), as provided below.

1. DDLA. This promissory note (the "Note") is made pursuant to the terms of the Disposition, Development and Loan Agreement dated as of _______, 2014, entered into between the Borrower and the City (the "DDLA") concurrently herewith. All capitalized terms used but not defined in this Note shall have the meanings set forth in the DDLA.

2. Interest. The principal balance of this Note shall bear three percent (3%) simple interest commencing with the date of disbursement.

3. Repayment Terms; Interest. Commencing on the May 1st following the issuance of a Certificate of Occupancy for the Development, whichever comes first and continuing every May 1st thereafter until the earlier of the expiration of the Term or full repayment of the Loan, Borrower shall pay to the City the City's Proportionate Share of Residual Receipts, as defined below. Repayments shall be credited first to interest, then to principal. Interest that has accrued for which Residual Receipts are not available in a given year shall be deferred to the following year.

(a) The following special definitions shall apply for purposes of this Note:

i. "City's Proportionate Share of Residual Receipts" shall mean the City's proportion of the Lender's Share of Residual Receipts payable to the City, which shall be the sum of principal amount of the Loan actually disbursed and $3,900,000 (the value of the Property at time of the City's acquisition of the Property) divided by the sum of the aggregate original principal amounts actually disbursed of all loans approved by the City as part of the Financing Plan pursuant to the DDLA and payable on a "residual receipts" basis plus $3,900,000 (the value of the Property at the time of City's acquisition of the Property). Notwithstanding anything set forth herein, the City shall only be entitled to repayment of the principal amount of the Loan actually disbursed and interest thereon.

ii. "Annual Operating Expenses" with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with development of the Development; property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry; partnership management fees and asset management fees including all fees paid to the Permitted Limited Partner, if any, in the amount of Thirty-Three Thousand Five Hundred Dollars ($33,500) increasing by three percent (3%) annually during the fifteen year Tax Credit compliance period and after the expiration of the fifteen year compliance period, in the amount of Twenty-Five Thousand Dollars ($25,000) which amount will increase by three percent (3%) annually commencing on the first anniversary of the expiration of the tax credit compliance period, and such other reasonable fees as may be approved by the City at the time the tax credit syndication occurs; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in an amount required in connection with the permanent financing and the tax credit syndication (or any greater amount approved by the City); cash deposited into a reasonable operating reserve required in connection with the permanent financing and the tax credit syndication (or any greater amount approved by the City); payment of any previously unpaid portion of the Developer Fee (without interest) not exceeding a cumulative developer fee in the maximum amount of One Million Four Hundred Thousand Dollars ($1,400,000); on-site service provider fees for tenant social services at the Development provided the City has approved, in writing, the plan and budget for such services prior to the commencement of such services; extraordinary operating costs specifically approved by the City; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses; any amount expended from a reserve account; and any capital cost with respect to the Development, as determined by the accountant for the Development.

iii. "Gross Revenue" with respect to a particular calendar year shall mean all revenue, income, receipts, and other consideration actually received from operation and leasing of the Development. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance not used to rebuild the Development; and condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

iv. "The Lender's Share of Residual Receipts" shall mean seventy-five (75%) of the Residual Receipts with the Borrower entitled to retain twenty-five percent (25%) of the Residual Receipts.

v. "Residual Receipts" in a particular calendar year shall mean: the amount by which Gross Revenue exceeds Annual Operating Expenses.

In connection with each payment of the City's Proportionate Share of Residual Receipts, the Borrower shall furnish to the City an audited statement duly certified by an independent firm of certified public accountants approved by the City, setting forth in reasonable detail the computation and amount of City's Proportionate Share of Residual Receipts during the preceding calendar year. Borrower shall provide the City with any other documentation reasonably requested by the City to substantiate the amount of the City's Proportionate Share of Residual Receipts.

4. Security. This Note is secured by a Deed of Trust and Security Agreement ("Deed of Trust") of even date herewith; and, by the Borrower's assignment to the City of its rights and obligations with respect to certain agreements, plans and specifications, and approvals, pursuant to the terms of the Assignment of Plans.

5. Acceleration Pursuant to Default. Upon the occurrence of an Event of Default in the DDLA which remains uncured following notice and expiration of any applicable cure period, the City shall have the right to declare all of the principal immediately due and payable, which amount shall bear interest at the lesser of ten percent (10%) per annum, or the maximum amount permitted by law, from the expiration of the applicable cure period for the Default to the date of repayment in full of the disbursed principal amount of the Loan and any interest due thereon. All payments received shall be applied first to the accrued interest and second to the principal outstanding. Neither acceptance by the City of the payments provided for herein nor any failure by the City to pursue its legal and equitable remedies upon Default shall constitute a waiver of the City's right to require prompt payments when due of all disbursed principal and interest owing or to declare a Default and exercise all of its rights under this Note and the DDLA.

6. No Offset. The Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payment called for herein in accordance with the terms of this Note.

7. Waiver; Attorney's Fees. The Borrower, for itself, its heirs, legal representatives, successors and assigns, waives diligent presentment, protest and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waives the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

8. Manner and Place of Payment. All payments of principal and interest shall be payable in lawful money of the United States of America at the office of the City as set forth in Section 10.1 of the DDLA or at such other address as the City may provide to the Borrower by notice in accordance with Section 10.1 of the DDLA.

9. Non-Recourse Provisions. Except as provided below, the Borrower, after recordation of the Deed of Trust, shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan, and the sole recourse of the City with respect to the principal of, or interest on, the Note shall be to the property described in the Deed of Trust and in the Assignment of Plans; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the City under Sections 2.3(b), 5.1, 6.6(b), 8.8, 10.7 and 10.9 of the DDLA, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

10. Assignment. The City's rights under this Note may be assigned by the City in its discretion.

11. Conflict. If any term or provision of this Note conflicts with any term or provision of the DDLA, the term of provision of the DDLA shall control to the extent of such conflict.

EDEN HOUSING, INC., a California nonprofit public benefit corporation

By: ____________________________
Linda Mandolini, President

EXHIBIT K
MEDICAL CLINIC MOU

(TO BE ATTACHED LATER)

EXHIBIT L
OPTION AGREEMENT

EXHIBIT L
OPTION AGREEMENT

This Option Agreement (the "Agreement") is entered into as of ____________, by and between the City of El Cerrito, a municipal corporation (the "City"), and Eden Housing, Inc., a California nonprofit public benefit corporation (the "Developer").

RECITALS

A. The City owns that certain real property located at 10848 and 10860 San Pablo Avenue, El Cerrito, California, as more particularly described in Exhibit A attached to this Agreement (the "Property").

B. The City and the Developer have entered into a Disposition, Development and Loan Agreement, dated as of ______, 2014 (the "DDLA"), pursuant to which the City shall convey the Property to the Developer for the development of a 63-unit senior affordable apartment complex (the "Development").

C. The Developer shall be required to construct and operate the Improvements pursuant to the terms of the DDLA and this Agreement.

D. As a requirement of the DDLA, the Developer and the City agree to enter into this Agreement.

E. The City desires to obtain from the Developer, and the Developer desires to grant to the City, upon the specific terms and conditions set forth in this Agreement, the exclusive right and option to purchase the Property (the "Purchase Terms").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

Section 1. Grant of Option.

The Developer grants to the City the option to purchase the Property for the consideration and under the terms and conditions set forth in this Agreement (the "Option").

Section 2. Term of Option.

a. Term and Extension of Term. The term of the Option shall be for a period commencing on the date the Memorandum of Option (attached as Exhibit B) is recorded and ending on the earlier of the following events: (i) midnight on the fifteenth ($15^{th}$) business day after the Memorandum of Option (attached as Exhibit B) is recorded; and (ii) the closing of all the construction loans for the Development and the closing for the investor limited partner admission to the limited partnership comprising the Developer (the "Option Term").

b. Exercise of Option. At any time prior to the expiration of the Option Term, the City may exercise the Option by giving written notice to the Developer of its exercise of the Option (the "Option Notice"). The City may only exercise the Option in the event the Developer fails to close on all construction loans for the Development and the closing for the investor limited partner admission to the limited partnership comprising the Developer by the end of the time set forth in Subsection 3.4(h) of the DDLA.

c. Expiration. Upon termination of the Option and a written request by the Developer, the City shall sign and deliver in recordable form a quitclaim deed or such other document as may be reasonably required by the Developer to evidence the termination of the Option. The parties acknowledge that the quitclaim deed or other such document shall be recorded concurrently with the Developer's construction loan closing if the Developer closes all the construction loans for the Development and the closing for the investor limited partner admission to the limited partnership comprising the Developer by the time set forth in the DDLA.

Section 3. Option Extension.

The Option Term shall be extended only in the event that the City agrees in writing in its sole discretion.

Section 4. Purchase of the Property.

a. Purchase Price. On the date specified in the Option Notice (which shall not be earlier than one (1) nor later than fifteen (15) business days after the date of the Option Notice), the Developer shall sell the Property to the City for the amount that the Developer paid in cash to the City for the purchase of the Property and cancellation of any debt incurred by the Developer to the City in connection with such purchase.

b. Execution of Deed. As soon as practicable, but in no event later than the date specified in the Option Notice for the purchase and sale of the Property, the Developer shall execute a grant deed (the "Deed") which shall be recorded in the Official Records of the County of Contra Costa (the "Official Records").

c. Expenses. All city and county documentary transfer tax and conveyance taxes to the extent they are not exempt pursuant to the Revenue and Taxation Code, and recording charges for the Deed (if any) shall be borne by the Developer. The cost of the Title Policy (as defined below) shall be borne by the Developer. All other expenses, fees or costs (except for attorneys' fees and costs) incurred in close of escrow for the purchase and sale of the Property pursuant to this Agreement shall be borne by the Developer. Each party shall bear its own attorneys' fees and costs.

d. Proration of Taxes. Real property taxes, if any, on the Property shall be prorated as of the date of recordation of the Deed. Mello-Roos and other like assessments on the Property shall be similarly prorated and the Developer's share shall be fully paid prior to recordation of the Deed.

e. Title Insurance. Should the City exercise the Option, no later than the time of the recording of the Deed pursuant to subsection b. above, the Developer shall cause a title company of the City's choice to issue a CLTA policy of title insurance (the "Title Policy") insuring fee title to the Property to be vested in the City, subject only to those encumbrances, conditions, or exceptions acceptable to the City in its reasonable discretion ("Permitted Exceptions"). Permitted Exceptions shall include all encumbrances, conditions and exceptions approved by the City in its loan policy issued in connection with the City's loan made to the Developer concurrently with the City's transfer of title to the Property to the Developer, except for any security instruments securing debt on the Property other than the City's Deed of Trust and Regulatory Agreement.

Section 5. Assignment of Option.

Neither the Developer nor the City may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Section 6. Memorandum of Option.

Contemporaneously with the execution of this Agreement, the City and the Developer shall execute and acknowledge a Memorandum of Option in the form attached to this Agreement as Exhibit B. The City shall cause the executed and acknowledged Memorandum of Option to be recorded in the Official Records concurrently with the recording of the City's Grant Deed conveying the Property to the Developer.

Section 7. Further Documents.

Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

Section 8. Notices.

All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served to the parties at the following addresses when (a) mailed by certified mail, postage prepaid, return receipt requested; (b) sent by express delivery service, charges prepaid with a delivery receipt; or (c) personally delivered when a delivery receipt is obtained:

City: City of El Cerrito
10890 San Pablo Avenue

El Cerrito, CA 94530
Attention: City Manager

Developer: Eden Housing, Inc.
22645 Grand Street
Hayward, California 94541-5031
Attention: President

All notices so delivered, mailed or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the notice was returned as undeliverable. Either party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other party in the manner provided in this paragraph.

Section 9. Binding Effect.

This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

Section 10. Time.

Time is of the essence of this Agreement.

Section 11. Attorneys' Fees.

In any action between the City and the Developer to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover costs of suit and expenses, including, without limitation, reasonable attorneys' fees.

Section 12. Eminent Domain.

Notwithstanding any other provision of this Agreement, if at any time prior to execution and recordation of the Deed, any portion of the Property shall be taken by eminent domain or is the subject of eminent domain proceedings (either threatened in writing or commenced), and regardless of whether the City has exercised the Option, then the City shall have the right to terminate this Agreement upon written notice to the Developer, whereupon the parties shall have no further obligations under this Agreement.

Section 13. Exhibits.

All exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

Section 14. Captions.

The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

Section 15. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Section 16. Entire Agreement; Signatures.

This Agreement contains the entire agreement between the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting such matters.

***REMAINDER OF PAGE INTENTIONALLY BLANK***

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first written above.

**DEVELOPER**:

Eden Housing, Inc., a California nonprofit public benefit corporation,

By: ______________________
Linda Mandolini, President

**CITY**:

CITY OF EL CERRITO, a municipal corporation

By: ______________________
Its: Scott Hanin, City Manager

# EXHIBIT A

Property Description

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, Ca 94530
Attention: City Manager

MEMORANDUM OF OPTION

DATED: ____________

BETWEEN

DEVELOPER: Eden Housing, Inc.
22645 Grand Street
Hayward, California 94541-5031
Attention: President

AND CITY: City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attention: City Manager

The Developer has entered into that certain Option Agreement with the City, dated as of ________________ (the "Option Agreement"), in which the Developer has granted to the City the option (the "Option") to purchase certain real property owned by the Developer situated in the City of El Cerrito, County of Contra Costa, State of California, described in the attached Exhibit A (the "Property").

By the execution and recording of this Memorandum of Option, the Developer and the City desire to give notice to the public of the Option Agreement.

The names and addresses of the Developer and the City are as set forth in the first paragraph of this Memorandum.

The Property covered by this Memorandum of Option is as set forth in the first paragraph of this Memorandum.

The terms of the Option and rights and obligations of the parties are set forth in full in the Option Agreement, the provisions of which are incorporated in this Memorandum by this reference as if set out in full. Nothing in this Memorandum shall constitute or be construed as constituting an agreement, revision, or modification to the Option Agreement or the respective rights or obligations of the parties under the Option Agreement.

This Memorandum of Option may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Memorandum of Option has been duly executed as of the day and year first above written.

**DEVELOPER**:

Eden Housing, Inc., a California nonprofit public benefit corporation

By: ______________________
Linda Mandolini, President

**CITY**:

CITY OF EL CERRITO, a municipal corporation

By: ______________________
Its: Scott Hanin, City Manager



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4/14/2014

STATE OF CALIFORNIA )
)
COUNTY OF ____________________ )

On ____________________, before me, ______________________________, Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________________
Name: ______________________________
Notary Public

STATE OF CALIFORNIA )
)
COUNTY OF ____________________ )

On ____________________, before me, ______________________________, Notary Public, personally appeared ________________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________________
Name: ______________________________
Notary Public

Exhibit A

Property Description

EXHIBIT M

PREDEVELOPMENT COSTS TO BE FUNDED BY THE PREDEVELOPMENT LOAN

## EXHIBIT M
## Predevelopment Costs to be Funded by the Predevelopment Loan

| Tradeway Site, El Cerrito, CA<br>3/2/2011 | Senior Housing Predevelopment Budget | Pre-DDLA Budget as disbursed | DDLA Phase Budget |
|---|---|---|---|
| **Predevelopment Budget** | **Total** | | |
| Acquisition Deposits | $ 25,000 | $ - | $ 25,000 |
| Appraisal | $ 6,000 | $ - | $ 6,000 |
| Legal | $ 6,000 | $ - | $ 6,000 |
| Financial Consulting | $ 2,000 | $ - | $ 2,000 |
| Architectural | $ 141,740 | $ 81,203 | $ 60,537 |
| Historical Report (Addendum) | $ 16,000 | $ 8,997 | $ 7,003 |
| Survey | $ 9,800 | $ 9,800 | $ - |
| City Planning Fees | $ 25,000 | $ - | $ 25,000 |
| Sponsor Administration | $ 50,000 | $ - | $ 50,000 |
| City Permitting Fees | $ 66,360 | $ - | $ 66,360 |
| **Total Predevelopment Costs** | **$ 350,000** | **$ 100,000** | **$ 250,000** |

# SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA HEALTH AND SAFETY CODE ON THE DISPOSITION, DEVELOPMENT, and LOAN AGREEMENT BY AND BETWEEN THE CITY OF EL CERRITO AND EDEN HOUSING INC.

## I. INTRODUCTION

On or about June 28, 2011, the Governor of the State of California signed into law ABX1 26, as subsequently amended by AB 1484, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California ("Dissolution Legislation"). The Dissolution Legislation did not repeal those provisions of the California Health and Safety Code which apply to redevelopment, including those provisions related to affordable housing.

Pursuant to the Dissolution Legislation, the City of El Cerrito ("City") elected to retain the housing assets and affordable housing functions of the Redevelopment Agency of the City of El Cerrito ("Agency"). Upon dissolution of the Agency, the affordable housing functions of the Agency ("Affordable Housing Program") were transferred to the City pursuant to Health and Safety Code Section 34176. The City now administers the Affordable Housing Program.

California Health and Safety Code Section 33433, requires that before any property of a former redevelopment agency acquired with tax increment monies is sold or leased for development, the sale or lease must first be approved by the legislative body after a public hearing. A copy of the proposed sale or lease agreement and a summary report that describes and contains specific financing elements of the proposed transaction shall be available for public inspection prior to the public hearing. The following information shall be included in the summary report:

1. The cost of the agreement to the City, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the City, plus the expected interest on any loans or bonds to finance the agreement;

2. The estimated value of the interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan;

3. The estimated value of the interest to be conveyed in accordance with the uses, covenants, and development costs required under the proposed agreement with the City, i.e., the reuse value of the site;

4. An explanation of how the sale or lease of the property will assist in the elimination of blight and provide housing for Very Low-, Low-, or Moderate-Income persons; and

5. The purchase price or sum of the lease payments that the lessee will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the City shall provide as part of the summary an explanation of the reasons for the difference.

This report outlines the salient parts of the Disposition, Development, and Loan Agreement (Agreement) to be entered into by and between the City of El Cerrito (City), and Eden Housing (Developer). This report is being prepared due to the fact that tax increment monies from the former Redevelopment Agency of the City of El Cerrito (RDA) were used to acquire the real property and provide predevelopment financing, which are the subject of the Agreement.

This report is based upon information in the proposed Agreement and is organized into the following six sections:

1. **Summary of the Proposed Agreement** – This section includes a description of the property, the proposed development and the major responsibilities of the City and the Developer.

2. **Cost of the Agreement to the City of El Cerrito** – This section outlines the cost of the Agreement to the City for costs that have been funded with tax increment funds. It presents the terms of the property conveyance, and sets forth the net cost of the Agreement to the City.

3. **Estimated Value of the Interest to be Conveyed** – This section summarizes the value of the property to be sold to the Developer.

4. **Consideration Received and Reasons Therefore** – This section describes the value of the payments to be made by the Developer to the City. It also contains a comparison of the purchase price and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.

5. **Provision of Very Low, Low, or Moderate Income Housing** – This section demonstrates how the sale of the property will provide housing for Very Low-, Low-, or Moderate-Income persons.

6. **Elimination of Blight** – This section demonstrates how the Project satisfies the blight elimination criteria imposed by Section 33433 through the provisions of housing for Very Low- to Moderate-Income persons.

## II. SUMMARY OF THE PROPOSED AGREEMENT

### A. *Description of the Property and the Proposed Project*

**Property**

The development site is 40,000 square feet and is comprised of two properties – 10848 and 10860 San Pablo Avenue, which are immediately adjacent to the El Cerrito City Hall. 10848 San Pablo Avenue is 10,000 square feet and is improved with a stone-faced building built circa 1928 and a residence. From 1935 through 1965 the property was owned and operated by the Mabuchi family as the Contra Costa Florist. 10860 San Pablo Avenue is approximately 30,000 square feet and is improved with a 35,600 square foot structure, which formerly housed the Tradeway furniture store. In 1965 the Mabuchi family sold their property to the owner of the Tradeway furniture property. The properties are within the El Cerrito Redevelopment Project Area and were acquired by the El Cerrito Redevelopment Agency in 2008 for redevelopment purposes, including increasing the supply of affordable housing and removing blight. The property was transferred to the City of El Cerrito upon the dissolution of the Redevelopment Agency in 2012 and the decision by the City to serve as the Housing Successor to the former Agency.

**Developer**

The Developer is Eden Housing, Inc. a California nonprofit public benefit corporation.

**Project Description**

The Project subject to this Agreement is known as the "San Pablo Mixed-Use Senior Apartments" Project and will consist of sixty-three (63) affordable[1] rental apartments intended for seniors, resident services, a 1,906 square foot medical clinic, a 1,156 square foot commercial space, a community room and other common areas for residents, 35 parking spaces, and landscaped public plazas. The residential units will average 596 square feet.

The project's design will include a 4/5-story mixed-use building fronting San Pablo Avenue, the existing stone-faced building, and a 4/5 story residential building that will face City Hall. The medical clinic, commercial space, residential community room and other residential support space will be located on the ground floor of the mixed-use building fronting San Pablo Avenue. The 35 parking spaces will be surface parking, located behind the mixed-use building. The deteriorated former Tradeway furniture store and vacant residential structure will be demolished as part of the Project. Additionally the project will feature a 2,710 square foot Heritage Plaza adjacent to the City Hall, a 4,300 square foot plaza for use by residents and a 2,125 square foot

[1] Sixty-two (62) units will be subject to recorded affordability restrictions. One unit will be occupied by the on-site property manager and will not be subject to affordability requirements.

area behind the stone-faced building that will contain raised beds for gardening. Heritage Plaza will have Japanese-American inspired landscaping and will feature an interpretive display, which tells the story of the site's history.

The City of El Cerrito will record Very Low Income covenants on 30 units and Low Income covenants on 32 units. An additional unit will be provided for an on-site project manager. The City's restrictions will extend for 55 years. The City's covenants will limit the income of the Very Low Income tenants to 50% of the Area Median Income (AMI) and the income of the Low Income units to 60% of the AMI. Rents will be capped at no more than 30% of the maximum respective income level.

Occupancy and rents will be further restricted as a result of the Project receiving an allocation of Low Income Housing Tax Credits. Pursuant to the sponsor's tax credit application, 7 units will be rented at rates affordable to households earning no more than 30% of the AMI, 16 units will be rented at rates affordable to households earning no more than 45% of the AMI, and 39 units will be rented at rates affordable to households earning no more than 50% of the AMI. The tax credit income and rent restrictions will regulate the Project for 55 years.

### *B. City Responsibilities*

The City's primary responsibilities under the Agreement are as follows:

- Provide the Developer with a Predevelopment Loan comprised of two separate components: 1) a $100,000 pre-DDA component; and 2) a $250,000 post-DDA component. The $100,000 of pre-DDA funds have been disbursed to the Developer to fund eligible predevelopment expenses. The remaining $250,000 will be disbursed after the execution of the DDLA to pay additional eligible predevelopment costs identified in the DDLA. The Predevelopment Loan shall accrue simple interest at the rate of three percent per annum, beginning on the date of disbursement. The Predevelopment Loan will have a term of 55-years and will be secured by a Deed of Trust on the property. Annual interest and principal payments will be due and payable from a portion of the completed project's annual net cash flow, after payment of all operating expenses, debt service, and other eligible payments to the project's owners. The Developer shall receive 25% of the Project's annual residual cash flow or "residual receipts." The remaining 75% of the residual cash flow shall be distributed to lenders of "residual receipts" loans. The City's share shall be equal to the ratio of the sum of the principal amount of the Predevelopment Loan ($350,000) and the value of the Property at the time of the City's acquisition (estimated at $3.9 million) divided by the sum of the principal amounts of all loans for the project that are payable from the project's cash flow on a "residual receipts" basis and the value of the Property. It is anticipated that a $1.5 million County HOME Fund loan and a $1 million County CDBG loan will be secured for the Project and repaid from the Project's residual cash flow. Under this assumption, the City will receive approximately 47%[2] of the Project's annual residual receipts as repayment for the predevelopment loan. Any remaining accrued interest and principal payments will be due and payable at the end of the 55-year term.

- Convey the site to the Developer for a price of One Dollar ($1.00) after the Developer has satisfied all of the requirements specified in Article 2 and Section 3.4 of Article 3 of the DDLA.

- Record a "Regulatory Agreement and Declaration of Restrictive Covenants" against the property, specifying the affordable housing restrictions as well as the medical clinic and commercial operating conditions that will apply to the property. The restrictions will run for 55-years and require that:
  - 30 of the units be rented to Very Low Income Households earning no more than 50% of the AMI, adjusted for household size, at a monthly rent of no more than one-twelfth ($1/12^{th}$) of thirty-percent (30%) of fifty percent (50%) of the Median Area Income, adjusted for household size.
  - 32 of the units be rented to Low Income Households at a monthly rent of no more than one-twelfth ($1/12^{th}$) of thirty-percent (30%) of fifty percent (60%) of the Median Area Income, adjusted for household size.
  - The medical clinic and commercial space be occupied by approved medical and commercial tenants consistent with the property's entitlements and that the City's 50% share of the net rental income from the clinic and commercial space be deposited into the City's restricted Housing Fund.

### *C. Developer Responsibilities*

The Developer's primary responsibilities under the Agreement are as follows:

- Deposit $25,000 with the City as an initial deposit toward payment of the City's costs associated with the implementation of the Agreement;

- Meet all of the conditions identified in Article 2 and Section 3.4 of Article 3 of the Agreement for the conveyance of the property including the following:
  - Demonstrate that all of the funding sources needed to complete the project are in place and all conditions to the release of the funds have been met, including Low Income Housing Tax Credits, County CDBG and HOME funds, HUD Section 8 funds, AHP Loan funds, private debt, and private equity;
  - Demonstrate that all governmental permits and approvals necessary to construct the project have been secured;

[2] Calculated as follows: (($350,000 + $3,900,000/($350,000+$3,900,000+$2,500,000)) * 75%.

- Prepare and receive the City's approval of a Management Agreement for the property;
- Prepare and receive the City's approval of a Memorandum of Understanding with a medical clinic for the development and operation of a medical clinic on the property;
- Prepare and receive the City's approval of a Commercial Space Leasing Plan for the leasing of the commercial space to a commercial tenant in accordance with the project's entitlements.

▪ Build the Project in accordance with the approved entitlements and terms of the Agreement, including providing sixty-three (63) rental apartments, a 1,906 square foot medical clinic, a 1,156 square foot commercial space, a residential community room, other common areas, and residential support services.

▪ Secure financing to fund 100% of the Project's development costs net of the City's Predevelopment Loan.

▪ Operate the Project in accordance with the terms of the Agreement, including restricting occupancy of 62 units to income eligible households at affordable rents, maintaining high maintenance and management standards, providing residential services, and tenanting the clinic and commercial spaces with City-approved tenants.

▪ Repay the Predevelopment Loan in accordance with the terms of the Agreement.

▪ Distribute 50% of the net operating income generated by the clinic and commercial space to the City of El Cerrito. The City's revenue shall be deposited into the City's restricted Housing Fund.

## III. COST OF THE AGREEMENT TO THE CITY

This section presents the estimated net cost of the Agreement to the City.

### *A. Cost to the City*

The costs to the City associated with this transaction are comprised of: 1) land acquisition costs; 2) interest expenses on the bonds that were issued to fund the acquisition of the site; 3) costs to implement the transaction; and 4) the Predevelopment Loan. The El Cerrito Redevelopment Agency acquired the property in 2008 for a purchase price of $4,050,000. The purchase price covered the value of the property as well as all other claims made by the seller for relocation benefits, loss of good will, etc. The site acquisition costs were funded by property tax increment from the Agency's Low and Moderate Income Housing Fund ("LMIHF") and $1,820,000 of bond proceeds. Title to the property was transferred to the City of El Cerrito upon the dissolution of the Redevelopment Agency in 2012. As noted in Section II of this Report, the City is providing the Project with a $350,000 Predevelopment Loan. The City has estimated that it will expend $25,000 to implement the subject transaction, which will be funded by the Developer's deposit. The total cost to the City associated with this transaction is $4.9 million in nominal dollars or $5.0 million in 2014 dollars.

| | *Nominal Costs* | *Costs in $2014* |
|---|---:|---:|
| Land Acquisition Costs | $4,050,000 | $4,050,000 |
| Interest on Acquisition Bond (through 2011)[3] | $503,000 | $600,000 |
| Predevelopment Loan to Developer | $350,000 | $350,000 |
| Transaction Processing | $25,000 | $25,000 |
| | | |
| Total Cost to City | $4,928,000 | $5,025,000 |

### *B. Revenue to the City*

The revenues to the City consist of the principal and interest payments on the Predevelopment Loan funded through a combination of annual payments from the project's residual cash flow and a balloon payment at the end of the 55-year term, 50% of the net operating income (NOI) generated by the clinic and commercial space, and $25,000 from the Developer to fund transaction processing expenses. Given that the project will be restricted to very low income tenants for 55 years and that Eden Housing is a tax exempt entity, it is not anticipated that the project will generate any property tax revenue. Based on the anticipated performance of the project, it is estimated that the City will receive $1.1 million of total revenue. After adjusting for inflation, revenues total approximately $465,000, as follows:

[3] Interest incurred by the former Redevelopment Agency through dissolution.

| | *Nominal Revenues* | *Revenues in $2014* |
|---|---:|---:|
| Principal and Interest Payments on the $350,000 Predevelopment Loan from cash flow | $420,000 | $220,000 |
| Balloon Payment on Predevelopment Loan in year 55 | $150,000 | $30,000 |
| 50% Share of Commercial NOI and Sales Proceeds | $530,000 | $190,000 |
| Developer Deposit for Transaction Processing | $25,000 | $25,000 |
| Total Revenue to the City | $1,125,000 | $465,000 |

It should be noted that the revenue projections noted above for the commercial space are based on conservative assumptions. The clinic space is not anticipated to generate any net cash flow and the remaining commercial space is anticipated to be 50% vacant, with rent on the leased space at only $1 per square foot per month. The commercial space could generate significantly more revenue than what is currently anticipated by the Developer, which would yield more revenue to the City.

### *C. Net Cost to the City*

The net cost to the City resulting from this transaction is the difference between the City's costs and any revenues. Given that City costs total $4,928,000 and revenues total $1,125,000, the net cost to the City associated with this transaction is $3,803,000 in nominal dollars. After adjusting for inflation, the net cost to the City is estimated to total $4,560,000.

| | *Nominal Dollars* | *2014 Dollars* |
|---|---:|---:|
| City Costs | $4,928,000 | $5,025,000 |
| City Revenues | $1,125,000 | $465,000 |
| Net Cost to the City | $3,803,000 | $4,560,000 |

## IV. VALUE OF THE INTEREST TO BE CONVEYED

### *A. Reuse Value*

The reuse value of the Property is a direct function of the proposed Project's development economics and the terms and conditions being placed on the Project. The reuse value is calculated as the difference between a project's value and its development cost (including a reasonable profit margin).

The value of the subject Project is severely impacted by the long-term affordability covenants that will govern the rental of sixty-two (62) of the Project's 63 units. As detailed in Section II, as a result of the restrictions to be placed on the Property, all of the units (excluding the Manager's unit) will be restricted at rents affordable to households earning between 30% and 60% of the AMI. With these restrictions, it is estimated that the units will generate an average monthly rental rate of $760. In comparison, it is estimated that these units could rent for approximately $1,500 per month if they were market-rate units and not restricted by the affordable housing requirements.

As a result of the income and rent restrictions, the amount of commercial debt and equity supported by the Project's revenue is severely constrained and less than the cost of developing the Project. The Project's economics support a private investment of approximately $3.0 million compared with development costs (excluding land costs) of $22.7 million. In order to develop the Project, the Developer intends to use a myriad of subsidy sources, including the following:

- $16.2 million of Low Income Housing Tax Credit Equity;
- $1.5 million of County HOME funds;
- $2.7 million first mortgage ($1.3 million supported by HUD Section 8 funding);
- $1.0 million loan of County CDBG funds;
- $620,000 loan of Federal Home Loan Bank Affordable Housing Program funds;
- $350,000 predevelopment loan from the City of El Cerrito;
- $320,000 mortgage supported by HUD rental assistance income; and
- $220,000 of deferred Developer fees and equity.

It should be noted that this is the intended financing plan, but it could change depending on the Project's ability to secure the various funds in the anticipated amounts. A key funding source for the Project will be an allocation of Low Income Housing Tax Credits, which are estimated to fund over 60% of the Project's total cost. The process to secure these funds is extremely competitive, with projects competing under a complex "point" system relating to a myriad of criteria. One key criterion is the portion of development costs being funded by public subsidy sources. For this Project, the public subsidy sources include the City's land contribution and predevelopment loan along with the CDBG, HOME, and AHP funds. Without the City's contribution, the Project would not receive a sufficient score to be competitive for the allocation of the tax credit funds, and without an allocation of tax credits, the Project will not be built.

Given that the value of the Project is not sufficient to fund construction costs, the residual value of the development site is nominal. Consistent with this determination, the property is being conveyed to the Developer at a nominal price of $1.00.

In consideration for the City's investment in the Project, the City will receive approximately 45% of the Project's residual cash flow derived from the residential component until the predevelopment loan and accrued interest is repaid, 50% of the net income derived from the clinic and commercial tenants, and repayment of any remaining balance of the predevelopment loan upon the expiration of the 55-year affordability covenants.

### *B. Estimated Value at Highest and Best Use*

The property was last appraised in 2008 when the City acquired it for $4.05 million, which included compensation for relocation and other transaction costs. The value of the site itself (including improvements) was estimated at $3.9 million, or $97.50 per square foot of land area. Real estate values fell sharply with the Great Recession and, based on the limited number of sales of land along San Pablo Avenue in El Cerrito, it is believed that values have not fully recovered from the high point in 2007. Therefore, it is believed that the property's current highest and best use value does not exceed $3.9 million.

## V. CONSIDERATION RECEIVED AND REASONS THEREFORE

As noted in Sections IV, the City will receive a nominal land payment of $1 for the site. This consideration is consistent with the site's reuse value but is less than the site's fair market value. The Purchase Price is less than the fair market value of the site due to the requirement that the rents on all of the units (excluding the manager's unit) will be restricted for 55-years to levels that are affordable to Very Low and Low Income households. The restrictions limit the Project's income and therefore value. The Project's value is less than the Project's development costs, which results in the Project supporting only a nominal land value. If the Project's rents were not restricted, then the Project would be able to support a "fair market value" price.

The City is also providing a $350,000 loan for predevelopment expenses. This loan will be repaid through the City receiving a portion of the Project's annual residual cash flow, with any remaining balance upon the expiration of the 55-year affordability covenants. This repayment structure is warranted given the Project's constrained cash flow, the requirements of the other subsidy sources that are being used to fund the Project's construction costs, and the consideration that the Project will be in a position to repay the loan upon the termination of the affordability covenants.

## VI. PROVISION OF VERY LOW, LOW, AND MODERATE INCOME HOUSING

All of the units in the Project, with the exception of the unit for the on-site manager, will be subject to affordability restrictions. Thirty (30) units will be restricted and affordable to Very Low Income Households earning no more than 50% of the AMI and thirty-two (32) units will be restricted to Low Income Households earning no more than 60% of the AMI. Fifty-five (55) year affordability restrictions will be recorded against the Property on behalf of the City to maintain affordability.

In addition, the Project will be subject to the income restrictions imposed by the low income housing tax credit program. In accordance with that program, 7 units will be rented at rates affordable to households earning no more than 30% of the AMI, 16 units will be rented at rates affordable to households earning no more than 45% of the AMI,  and 39 units will be rented at rates affordable to households earning no more than 50% of the AMI.

## VII. BLIGHT ELIMINATION

The Project consists of the development of 62 affordable rental units for Very Low to Low Income households. The units will be subject to affordability restrictions for 55 years. In accordance with California Redevelopment Law, the conveyance of property that results in the provision of housing for Low- or Moderate-Income persons satisfies the blight elimination criteria imposed by Section 33433. Thus, the Project fulfills the blight elimination requirement.

Additionally, the Project will result in the demolition and removal of the deteriorated, vacant former Tradeway furniture store and residence. The removal of these structures will remediate blight.

THE CITY OF
EL CERRITO

Date: April 22, 2014

To: El Cerrito City Council

From: Lori Trevino, Senior Financial Analyst
Lisa Malek-Zadeh, Finance Director/City Treasurer

Subject: Master Fee Schedule Revision for Fiscal Year 2014-15

## ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a resolution approving the Fiscal Year 2014-15 Master Fee Schedule.

## BACKGROUND

The Master Fee Schedule, which includes all of the City's user fees, charges for services, and business license tax rates, is revised annually, as required by El Cerrito Municipal Code §4.01.010:

> *Prior to July 1st of each year, the council shall consider and adopt the schedule of all general and special fees and charges to be known as the master fee schedule. The master fee schedule shall list all fees and charges by department and is on file in the office of the city clerk.*

Adjustments to fees and charges for service are intended to cover changes in the City's cost of providing programs and services. Each year, changes in costs are analyzed and adjustments are proposed. In some cases, a proposed fee may not fully cover the cost of the program or service, such as if raising it to do so would result in a drop in revenue, due to other cities and organizations offering comparable programs with lower fees, or if the increase would be inconsistent with the legal restriction on regulatory fees.

Over the last few years, fees and charges for services have generally been increased between 3% and 5% each year. Commonly used consumer price indices have increased by close to 3% in recent years, while the City's costs have increased at a higher rate. For FY 2013-14, fees were generally increased by 3%, with exceptions for: 1) Plan check and inspection fees that had been increased by 8.5% in the prior year; 2) Recreation fees that were set to be market competitive; and 3) Development fees that were adjusted to reflect the reorganization of Community Development and Public Works functions.

In the case of business license tax rates, the annual adjustment is based on a formula specified in El Cerrito Municipal Code Section 4.32.381.

## ANALYSIS

### General Adjustments

The proposed FY 2014-15 Master Fee Schedule reflects a recommended 4% increase for most fees, representing the City's increased costs of providing services. This adjustment reflects increases in personnel expenses, particularly for medical and retirement benefits.

Some proposed fees have been adjusted by amounts other than the 4% general adjustment or held constant with the FY 2013-14 level. The primary factors in these varying adjustments are market conditions that call for competitive pricing, changes in staffing, re-evaluation of cost of a service, or have other issues that will be discussed further in this report. In the attached Draft FY 2014-15 Master Fee Schedule, the cost adjustment column reflects the percentage applied to the particular fee, including where the adjustment varies from 4%. Cost adjustments are applied to the fees before rounding. New fees are shown in a bold font. Fees that have been eliminated or reorganized are discussed below.

### Miscellaneous, Recycling, Police and Fire Fees

Miscellaneous, recycling, police and fire fees remain similar to last year with a few exceptions including the following:

- A nominal fee has been added for use of Council Chambers for meetings by other government agencies to help recover scheduling, janitorial and staff costs associated with use.
- The Returned Check Fee has been set to the maximum allowed by law.
- Recycling and Environmental Services fees have been moved to the Public Works section of the document.
- The Police Department has eliminated bicycle registration fees and reorganized the remaining fees into different categories.

### Recreation Fees

Every year Recreation Department staff analyzes the usage of various programs and adjusts fees in accordance with market and cost changes as well as the needs of their customers. This year's Recreation fee schedule reflects a 4% increase generally. Exceptions include market-driven fees for swimming and other programs, as well as pool use. New fees have been introduced to reflect increased costs of maintenance for facilities and fields that result from rentals, as well as a surcharge on fee-based programs where pricing is determined by an independent contractor.

### Public Works, Planning and Building Fees

Fees in Public Works, Planning and Building are generally reflecting a 4% increase.

New fees have been added in Public Works related to street tree planting, waste management and recycling. Planning has added fees for the cost of administering special studies for development applications and duplication costs.

Building fees are increased by the general 4% factor. The Building Department collects fees for plan review by other departments (when required), including Planning and Public Works, based on a percentage of the building permit fee. The minimum fee for those departments' review has not been increased consistent with cost increases for several years. Therefore, the minimum fee has been set to equal the cost of one hour of review. Additionally, when plan review by the Fire Department is required, the Building Department collects the fees, which are listed in the Fire Fee Schedule. The building permit fee schedule has been revised to make that clear.

Additional permit fees mandated by other agencies are included in the fee schedule for information only, as the City does not set but does collect those fees.

**Business License Tax**

For the City's Business License Tax rates, increases are prescribed per El Cerrito Municipal Code Section 4.32.381, as follows:

> *All business license taxes or fees payable under this chapter for ensuing years after 1988-89, beginning with the fiscal year which starts July 1, 1989, with the exception of rates in Sections 4.32.370 and 4.32.380 (gross receipts taxes), shall be adjusted upward or downward based on the % change from the February 1988 figure of 117.0 in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland Bay Area as published by the Department of Labor for the month of February prior to the fiscal year in which the rate adjustment is applicable. The license administrator shall compute such changes each year and submit them to the city council, which may incorporate same into the master fee schedule.*

The CPI increase from 240.262 (February 2013) to 245.148 (February 2014) yields a 2.03% adjustment for the year.

## FINANCIAL CONSIDERATIONS

The revenue generated by fees, charges for service, and business license taxes that will appear in the City's FY 2014-15 proposed budget will be based on the Master Fee Schedule adopted by the City Council.

## LEGAL CONSIDERATIONS

All fees listed in the Master Fee Schedule will become effective July 1, 2014. Although development fees can become effective 60 days after City Council approval, they will go into effect at the same time as other fees, on the first day of the fiscal year.

As required by California Government Code §66018(a), the City is required to conduct a public hearing prior to adopting planning, building, and some other new fees or fee increases, as follows:

> *66018(a) Prior to adopting an ordinance, resolution, or other legislative enactment adopting a new fee or approving an increase in an existing fee to which this section applies, a local agency shall hold a public hearing, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, shall be published in accordance with Section 6062a.*

This public hearing satisfies the Government Code requirement and notification of the hearing was made in accordance with the code section.

**Reviewed by:**

**Scott Hanin**
**City Manager**

Attachments:

1. Resolution
   Exhibit A Proposed FY 2014-15 Master Fee Schedule

**Agenda Item No. 6(B)**
**Attachment 1**

RESOLUTION 2014–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING REVISIONS TO THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2014-15

WHEREAS, El Cerrito Municipal Code Section 4.01.010 requires that prior to July 1st of each year, the City Council shall consider and adopt the schedule of all general and special fees and charges to be known as the Master Fee Schedule; and

WHEREAS, the City Council desires to update currently established fees to cover inflation and City costs, which form the basis for the majority of the changes, as well as to establish new fees in keeping with City Council policy direction; and

WHEREAS, utilizing a rounding factor provides ease to our customers and our staff in the payment of these fees; and

WHEREAS, the City's Municipal Code requires that Business License Taxes be revised based on the percent change from the February 1988 figure of 117.0 in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland Bay Area as published by the Department of Labor for the month of February prior to the fiscal year in which the rate adjustment is applicable; and

WHEREAS, market-driven fees and service charges are adjusted based on factors to keep those fees and charges comparable to those charged by entities providing similar services; and

WHEREAS, a public hearing has been noticed and held in accordance with Government Code Sections 6062a, 66016, 66017 and 66018.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby adopts the fees and services charges in the Proposed Master Fee Schedule for the City of El Cerrito (as shown in Exhibit A), which is hereby attached and by this reference made a part hereof, for FY 2014-15.

BE IT FURTHER RESOLVED that the City Council of the City of El Cerrito hereby confirms the adjustments to the Business License Tax rates, also as appearing in the Master Fee Schedule.

BE IT FURTHER RESOLVED that the fees, charges, and taxes in the Proposed Master Fee Schedule will become effective on July 1, 2014, which is more than 60 days after adoption of this resolution required for development fees.

I CERTIFY that at the regular meeting on April 22, 2014 the El Cerrito City Council passed this resolution by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on April ___, 2014.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor

**Agenda Item No. 6(B)**
**Resolution 2014-XX**
**Exhibit A**

THE CITY OF
EL CERRITO

**Proposed Master Fee Schedule FY 2014-15**

# I. Miscellaneous

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Printing, Reproduction, Documents** | | | | | |
| **1. Photocopies** | | | | | |
| Photocopies (8 1/2" x 14" or smaller) | per page | $0.10 | 4.0% | $0.11 | $0.11 |
| Photocopies (larger than 8 1/2" x 14") | per page | $0.15 | 4.0% | $0.16 | $0.16 |
| Photocopies, includng mail & administrative costs | | actual cost | | actual cost | actual cost |
| Application forms, information sheets | each | free | | free | free |
| **2. Public Meeting Materials** | | | | | |
| City Council Agenda Packet & Minutes—Full (resident) | per year | $930.09 | 4.0% | $967.29 | $967 |
| City Council Agenda Packet & Minutes—Full (non-resident) | per year | $1,094.89 | 4.0% | $1,138.69 | $1,139 |
| City Council Agenda & Minutes only (resident) | per year | $86.52 | 4.0% | $89.98 | $90 |
| City Council Agenda & Minutes only (non-resident) | per year | $100.94 | 4.0% | $104.98 | $105 |
| City Council Agenda only (resident) | per year | $43.26 | 4.0% | $44.99 | $45 |
| City Council Agenda only (non-resident) | per year | $49.44 | 4.0% | $51.42 | $51 |
| Other Boards, Commission, and Committees Agenda/Minutes (resident) | per year | $32.96 | 4.0% | $34.28 | $34 |
| Other Boards, Commission, and Committees Agenda/Minutes (non-resident) | per year | $43.26 | 4.0% | $44.99 | $45 |
| Other Boards, Commission, and Committees Agenda only (resident) | per year | $18.54 | 4.0% | $19.28 | $19 |
| Other Boards, Commission, and Committees Agenda only (non-resident) | per year | $21.63 | 4.0% | $22.50 | $23 |
| Planning Commission or Design Review Board Agendas—Resident | per packet | $18.54 | 4.0% | $19.28 | $19 |
| Planning Commission or Design Review Board Agendas—Non-Resident | per packet | $21.63 | 4.0% | $22.50 | $23 |
| **3. Publications** | | | | | |
| *Mailing may be arranged on a prepaid basis. Postage charges will be added. Items sent via fax will generally be limited to five pages.* | | | | | |
| Budget, Final or Proposed | each | $112.27 | 4.0% | $116.76 | $117 |
| Business License Listing | each + photocopy charge above | $29.87 | 4.0% | $31.06 | $31 |
| Comprehensive Annual Financial Reports (CAFRs) | each | $97.85 | 4.0% | $101.76 | $102 |
| Economic Development Strategy & Action Plan | each | $3.09 | 4.0% | $3.21 | $3 |
| Fire Investigative Reports | per page | $0.14 | 4.0% | $0.15 | $0.15 |
| General Plan Environmental Impact Report (EIR), 1999 | each | $19.57 | 4.0% | $20.35 | $20 |
| General Plan, 1999 | each | $40.17 | 4.0% | $41.78 | $42 |
| Master Fee Schedule | each | $7.21 | 4.0% | $7.50 | $8 |
| Parking Guidelines | each | $3.09 | 4.0% | $3.21 | $3 |
| Redevelopment Plan | each | $7.21 | 4.0% | $7.50 | $8 |
| Redevelopment Plan Environmental Impact Report (EIR) | each | $16.48 | 4.0% | $17.14 | $17 |
| Redevelopment Implementation Plan | each | $4.12 | 4.0% | $4.28 | $4 |
| Report on the Redevelopment Plan | each | $7.21 | 4.0% | $7.50 | $8 |
| Subdivision Ordinance | each | $3.09 | 4.0% | $3.21 | $3 |
| Zoning Map | each | $4.12 | 4.0% | $4.28 | $4 |
| Zoning Ordinance | each | $40.17 | 4.0% | $41.78 | $42 |
| Miscellaneous Bound Reports | per page | $0.37 | 4.0% | $0.39 | $0.39 |
| **4. Maps** | | | | | |
| City Maps (First sheet includes search and restock cost per original searched.) | each | $2.06 | 4.0% | $2.14 | $2 |
| Special Studies Maps, 11" x 17" | each | $4.12 | 4.0% | $4.28 | $4 |
| Special Studies Maps, 36" x 54" | each | $29.87 | 4.0% | $31.06 | $31 |
| **5. Subpoena Duces Tecum** | | | | | |
| per CA Evidence Code §1563 | Code | varies | | varies | varies |
| **6. Electronic Media** | | | | | |
| Electronic Media—CD-ROM Copy | per CD | $7.21 | 4.0% | $7.50 | $8 |
| Electronic Media—DVD of Council Meeting | per DVD | $13.39 | 4.0% | $13.93 | $14 |
| **7. Microfilm/Microfiche** | | | | | |
| Fee per sheet or total hourly cost, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. | per sheet | $3.09 | 4.0% | $3.21 | $3 |
| **Advertising** | | | | | |
| **1. Recreation Brochure Advertisements** | | | | | |
| Camera Ready Material, 6-12 sq. inches | per square inch | $43.26 | 4.0% | $44.99 | $45 |
| Camera Ready Material, 13-20 sq. inches | per square inch | $35.02 | 4.0% | $36.42 | $36 |
| Camera Ready Material, 21-30 sq. inches | per square inch | $29.87 | 4.0% | $31.06 | $31 |
| Camera Ready Material, 31-40 sq. inches | per square inch | $27.81 | 4.0% | $28.92 | $29 |
| Camera Ready Material, 41+ sq. inches | per square inch | $23.69 | 4.0% | $24.64 | $25 |
| Graphic Preparation | per hour | $50.47 | 4.0% | $52.49 | $52 |

# I. Miscellaneous (continued)

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Miscellaneous Services and Charges** | | | | | |
| **1. Notary, Certification, Legal and Special Services** | | | | | |
| Notary Services for Non-City employees (Set by Calif. Secretary of State) | per notarization | $10.00 | | $10.00 | $10 |
| Notary Services for City employees | per notarization | free | | free | free |
| City Clerk Document Certification | each | $5.15 | 4.0% | $5.36 | $5 |
| Legal Fees—Recovery of legal costs in lawsuits and other instances when the City could be entitled to reimbursement of legal costs. | labor and overhead | actual cost | | actual cost | actual cost |
| Special City services—For special services provided by City staff where special interest are served (other than the general public). Overhead charges for City-sponsored public events may vary from this policy. | pro-rated salary, 15-min increment | $3.09 | 4.0% | $3.21 | $3 |
| **2. Finance Charges** | | | | | |
| Finance Charge on fees remaining unpaid for a period exceeding 30 days (unless the ordinance establishing the fee provides for a penalty in a different amount) | unpaid balance | 1.5% per month | | 1.5% per month | 1.5% per month |
| Returned Check Fee | per check | $27.81 | | $25.00 | $25 |
| Duplicate Business License Certificate | per copy | $6.18 | 4.0% | $6.43 | $6 |
| **3. Business License Related Fees** | | | | | |
| Business Enrollment | per license | $62.83 | 4.0% | $65.34 | $65 |
| Business License Renewal | per license | $20.60 | 4.0% | $21.42 | $21 |
| Accessibility Compliance and Education Fee (State mandated SB 1186) | per license | $1.00 | | $1.00 | $1 |
| **4. Parking Permits** | | | | | |
| 1 to 3 year cycles | per year | $6.18 | 4.0% | $6.43 | $6 |
| 14-day Temporary Parking Permit | each | $6.18 | 4.0% | $6.43 | $6 |
| **5. Use of Council Chambers (Government Agencies Only)** | | | | **$40.00** | **$40** |

## II. Police

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **1. Services & Fees** | | | | | |
| Fingerprinting, Solicitor or other (plus Department of Justice Fees*) | per set | $41.20 | 4.0% | $42.85 | $43 |
| Citation Sign-offs—Resident | per citation | free | | free | free |
| Citation Sign-offs—Non-Resident | per citation | $20.60 | 4.0% | $21.42 | $21 |
| VIN Verification | per verification | $41.20 | 4.0% | $42.85 | $43 |
| Alcohol Beverage Control One Day License | per letter | $41.20 | 4.0% | $42.85 | $43 |
| False Alarm Response (1st incident) | each | free | | free | free |
| False Alarm Response (2nd through 5th incident) | each | $76.22 | 4.0% | $79.27 | $79 |
| False Alarm Response (6th and subsequent incidents) | each | $162.74 | 4.0% | $169.25 | $169 |
| Non-permitted Alarms | each | $103.00 | 4.0% | $107.12 | $107 |
| Vehicle Removal/Vehicle Release Fee [Towed vehicles abandoned or stored on a public street and vehicles towed pursuant to 14602.6; 14607.6; 22651(b),(d), (e), or (h) through (r); 22651.3, 22651.5, 22651.5 (a); 22652.5;22658; 22660; or 22669 of the California Vehicle Code] | per release | $128.75 | 4.0% | $133.90 | $134 |
| DUI Cost Recovery Fee* ($1,000 maximum) | per 30 min increments | actual cost to max | | actual cost to max | actual cost to max |
| Fire Arm Storage Fee | initial | $20.60 | 4.0% | $21.42 | $21 |
| | per day | $1.03 | 4.0% | $1.07 | $1 |
| Weapons Seizure, Storage & Return | each | $164.80 | 4.0% | $171.39 | $171 |
| 415 Disturbance Response Fee | hourly | $112.27 | 4.0% | $116.76 | $117 |
| **2. Reports, Photocopies & Records** | | | | | |
| Clearance Letter | each | $20.60 | 4.0% | $21.42 | $21 |
| Report Copy | per report | $5.15 | 4.0% | $5.36 | $5 |
| Traffic Collision Report Copy | per report | $5.15 | 4.0% | $5.36 | $5 |
| Police Photographs, audio tapes & videotapes & CDs | actual cost | actual cost | | actual cost | actual cost |
| | plus fee | $25.75 | 4.0% | $26.78 | $27 |
| **3. Permits** | | | | | |
| Concealed Weapons Permit (plus Department of Justice Fees*) | each | $863.00 | 4.0% | $897.52 | $898 |
| Peddler/Solicitor Permit | each | $331.66 | 4.0% | $344.93 | $345 |
| Permit to Sell Firearms—Initial Permit | each | $289.43 | 4.0% | $301.01 | $301 |
| Permit to Sell Firearms—Annual Renewal | each | $143.17 | 4.0% | $148.90 | $149 |
| Taxi Permit Processing Fee | each | $154.50 | 4.0% | $160.68 | $161 |
| Taxicab Drivers Permit | each | $72.10 | 4.0% | $74.98 | $75 |
| Second Hand Dealer's Permit | each | $407.88 | 4.0% | $424.20 | $424 |
| Bingo Permit | each | $176.13 | 4.0% | $183.18 | $183 |
| Alarm Permit - Residential and Commercial | each | $28.84 | 4.0% | $29.99 | $30 |
| Alarm Permit Renewal | each | $15.45 | 4.0% | $16.07 | $16 |
| Block Party Permit | each | $41.20 | 4.0% | $42.85 | $43 |
| Parade Permit | each | $252.35 | 4.0% | $262.44 | $262 |
| Street Closure Permit | each | $69.01 | 4.0% | $71.77 | $72 |

* Determined by State of California

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **4. Police Department Hourly Rates** | | | | | |
| Police Chief | hourly | $272.95 | 4.0% | $283.87 | $284 |
| Police Captain | hourly | $223.51 | 4.0% | $232.45 | $232 |
| Police Lieutenant | hourly | $176.13 | 4.0% | $183.18 | $183 |
| Police Corporal | hourly | $150.38 | 4.0% | $156.40 | $156 |
| Records Supervisor | hourly | $95.79 | 4.0% | $99.62 | $100 |
| Police Executive Assistant | hourly | $82.40 | 4.0% | $85.70 | $86 |
| Senior Records Specialist | hourly | $76.22 | 4.0% | $79.27 | $79 |
| Police Records Specialist | hourly | $65.92 | 4.0% | $68.56 | $69 |
| Police Sergeant/Investigations Assignment | hourly | $157.59 | 4.0% | $163.89 | $164 |
| Cadets | hourly | $25.75 | 4.0% | $26.78 | $27 |
| Police Officer | hourly | $139.05 | 4.0% | $144.61 | $145 |

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **5. Parking Violation Fines** | | | | | |
| **Violation** | **Section** | | | | |
| Obstruction or interference with Officers | 11.12.020 | $76.22 | 4.0% | $79.27 | $79 |
| Barriers & Signs | 11.28.040b | $72.10 | 4.0% | $74.98 | $75 |
| City Parking Lot | 11.40.020 | $58.71 | 4.0% | $61.06 | $61 |
| Parking on Sidewalk or Curb Prohibited | 11.40.030 | $58.71 | 4.0% | $61.06 | $61 |
| Vehicle Storage-Parking in excess of 72 hours | 11.40.050a | $63.86 | 4.0% | $66.41 | $66 |
| Vehilce Storage-Trailer Parked on Street Overnight | 11.40.050c | $58.71 | 4.0% | $61.06 | $61 |
| Vehicle Storage-Parking for the purpose of engaging in vehic sale | 11.40.050d | $50.47 | 4.0% | $52.49 | $52 |
| Parking for Certain Purposes-On Street for Sale | 11.40.060a | $76.22 | 4.0% | $79.27 | $79 |
| Parking for Certain Purposes-on Street for Repairs | 11.40.060b | $63.86 | 4.0% | $66.41 | $66 |
| Parking for Certain Purposes-on Street when charging for washing/polishing | 11.40.060c | $63.86 | 4.0% | $66.41 | $66 |
| Parking Regulations in Certain Zones | 11.40.070 | $63.86 | 4.0% | $66.41 | $66 |
| Angle and Parallel Parking Signs-Loading Clearance between Vehicle and Street | 11.40.080b | $58.71 | 4.0% | $61.06 | $61 |
| Angle and Parallel Parking Signs-Loading Clearance between other Street | 11.40.090a | $58.71 | 4.0% | $61.06 | $61 |
| Loading and Unloading-Angle to Curb | 11.40.090b | $58.71 | 4.0% | $61.06 | $61 |
| Grades-Wheels not Turned | 11.40.100 | $63.86 | 4.0% | $66.41 | $66 |
| Emergency Parking Signs | 11.40.130b | $58.71 | 4.0% | $61.06 | $61 |
| Curb Markings | 11.40.160b | $58.71 | 4.0% | $61.06 | $61 |
| Bus Zone | 11.40.190e | $370.80 | 4.0% | $385.63 | $386 |
| Parking-Limited Time | 11.40.210 | $58.71 | 4.0% | $61.06 | $61 |
| Parking-Prohibited during Certain Hours | 11.40.230 | $58.71 | 4.0% | $61.06 | $61 |
| Parking-Prohibited at all Times | 11.40.240 | $58.71 | 4.0% | $61.06 | $61 |
| Parking on Private Property | 11.44.040 | $63.86 | 4.0% | $66.41 | $66 |
| Violations Designated-4 Hour Permit Parking | 11.68.050a | $73.13 | 4.0% | $76.06 | $76 |
| Any ECMC parking violation not listed above shall be subject to a civil penalty | | $58.71 | 4.0% | $61.06 | $61 |
| **6. Curfew Violation Fines** | | | | | |
| Daytime (8:00 am - 2 pm) 1st offense | | $56.65 | 4.0% | $58.92 | $59 |
| Daytime (8:00 am - 2 pm) 2nd offense within one year | | $111.24 | 4.0% | $115.69 | $116 |
| Daytime (8:00 am - 2 pm) 3rd offense within one year of 2nd offense | | $222.48 | 4.0% | $231.38 | $231 |
| Nighttime (10:00 pm - 5 am) 1st Offense | | $56.65 | 4.0% | $58.92 | $59 |

# III. Fire

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **1. Inspection Fees** | | | | | |
| Various types, including: Group A (Assemblies) occupancies; Group B (Business) occupancies; Group E (Private School); Group H (Hazardous) occupancies; Group I (Institutional) occupancies; Group M (Mercantile) occupancies; Group R-1 (Hotel and Apartment) occupancies; R-3 (Day Care 7-12); Group S (Storage) occupancies; Miscellaneous Inspections; 2nd re-inspection; 3rd re-inspection; Halon Test; Hood & Duct; Fire Sprinkler System; Fire Standpipe System; Fire Alarm System; AB2185 Inspections—Hazardous Materials Regulated Occupancy; Acceptance Tests | per hour | $145.23 | 4.0% | $151.04 | $151 |
| R-3 Single Residential Occupancies | | free | | free | free |
| **2. Permits** | | | | | |
| Various types, including: Candles and open flame in assemblies; Compressed or flammable gases; Christmas Tree lots; Cryogens; Dry cleaning plants; Explosives or blasting agents; Fumigation or thermal insecticidal fogging; Flammable or combustible liquids and tanks (storage/use/dispense of Class I liquids; store/handle/use Class II or Class III-A liquids; store/use paints, oils, varnish, or similar mixtures; remove Class I or Class II liquids; inspect underground removal of tank(s)); Garages; Hazardous materials; Hazardous production materials; High-piled combustible storage; Liquefied Petroleum Gas; Lumber yards; Miscellaneous Permits; Model rocket launching; Parade floats; Places of Assembly 50-299 persons; Places of Assembly 300+ persons; Pumpkin patch lots; Radioactive materials; Spraying and dipping; Tents and air supported structures; Welding & cutting operations | per hour | $145.23 | 4.0% | $151.04 | $151 |
| Miscellaneous No- Action Permits | | free | | free | free |
| **3. Plan Review** | | | | | |
| Fire Alarm System | | | | | |
| Alarm Inspection < 15 devices | each | $245.14 | 4.0% | $254.95 | $255 |
| Alarm Inspection -16-50 devices | each | $410.97 | 4.0% | $427.41 | $427 |
| Alarm Inspection - 51-100 devices | each | $569.59 | 4.0% | $592.37 | $592 |
| Alarm Inspection - 101-500 devices | each | $898.16 | 4.0% | $934.09 | $934 |
| Alarm Inspection > 501- (each add'l 100) | each | $160.68 | 4.0% | $167.11 | $167 |
| Halon System | each | $210.12 | 4.0% | $218.52 | $219 |
| Hood & Duct | each | $175.10 | 4.0% | $182.10 | $182 |
| Medical Gas | each | $246.17 | 4.0% | $256.02 | $256 |
| Sprinkler Systems< 25 heads | each | $245.14 | 4.0% | $254.95 | $255 |
| Sprinkler Systems - 25-99 heads | each | $410.97 | 4.0% | $427.41 | $427 |
| Sprinkler Systems - 100-299 heads | each | $816.79 | 4.0% | $849.46 | $849 |
| Sprinkler Systems - 300+ (each 100 heads) | each | $160.68 | 4.0% | $167.11 | $167 |
| New Construction P/C & INSP (< 4999 sq. ft.) | each | $407.88 | 4.0% | $424.20 | $424 |
| New Construction P/C & INSP (>5000 sq. ft., each add'l 1000 sq. ft.) | each | $160.68 | 4.0% | $167.11 | $167 |
| **4. CERT Classes** | | | | | |
| CPR Classes - El Cerrito & Kensington Residents | each | $35.00 | 4.0% | $36.40 | $36 |
| First Aid - El Cerrito & Kensington Residents | each | $35.00 | 4.0% | $36.40 | $36 |
| CPR Classes - Non- Residents | each | $43.75 | 4.0% | $45.50 | $46 |
| First Aid - Non-Residents | each | $43.75 | 4.0% | $45.50 | $46 |
| **5. False Alarm** | | | | | |
| 1st False | each | $0.00 | | $0.00 | $0 |
| 2-5 | each | $113.30 | 4.0% | $117.83 | $118 |
| 6-10 | each | $142.14 | 4.0% | $147.83 | $148 |
| 11 or over | each | $170.98 | 4.0% | $177.82 | $178 |
| Supplies Used | | actual cost | | actual cost | actual cost |
| Equipment Destroyed | | actual cost | | actual cost | actual cost |
| **6. Fire Department Hourly Rates** | | | | | |
| Fire Chief | hourly | $268.83 | 4.0% | $279.58 | $280 |
| Battalion Chief - Training | hourly | $224.54 | 4.0% | $233.52 | $234 |
| Battalion Chief | hourly | $211.15 | 4.0% | $219.60 | $220 |
| Captain-Fire Prevention | hourly | $173.04 | 4.0% | $179.96 | $180 |
| Captain-Paramedic | hourly | $184.37 | 4.0% | $191.74 | $192 |
| Captain | hourly | $165.83 | 4.0% | $172.46 | $172 |
| Engineer/Paramedic | hourly | $155.53 | 4.0% | $161.75 | $162 |
| Firefighter/Paramedic | hourly | $145.23 | 4.0% | $151.04 | $151 |
| Engineer | hourly | $142.14 | 4.0% | $147.83 | $148 |
| Firefighter | hourly | $133.90 | 4.0% | $139.26 | $139 |
| Fire Secretary | hourly | $82.40 | 4.0% | $85.70 | $86 |

## IV. Recreation

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Event Facility Rentals** | | | | | |
| **1. Communty Center** | | | | | |
| *Minimum Rental—Private: 3 Hours Friday/Sunday; 5 Hours Saturday.* | | | | | |
| *Maximum Advance Reservation: 10 Months Resident, Non-Profit Fund Raiser or Co-Sponsored Group; 9 Months Non-Resident or Commercial; 12 months Annual Rent* | | | | | |
| Social Hall | | | | | |
| Resident | per hour | $235.87 | 4.0% | $245.30 | $245 |
| Non-Resident/Commercial | per hour | $290.46 | 4.0% | $302.08 | $302 |
| El Cerrito Non-Profit Fund Raiser | per hour | $152.44 | 4.0% | $158.54 | $159 |
| Non-El Cerrito Non-Profit Fund Raiser | per hour | $192.61 | 4.0% | $200.31 | $200 |
| Non Profit, City Co-Sponsored | per hour | $69.01 | 4.0% | $71.77 | $72 |
| Decoration/Clean-Up/Rehearsal Hours (2 hour max.day of event) | per hour per rental | $77.25 | 29.4% | $100.00 | $100 |
| **Optional Clean-Up Service (up to 3 hours of custodial after rental)** | **per event** | | | **$100-$200** | **$100-$200** |
| Fri/Sun Rental Discount—Private/Commercial (excludes holiday weekends) | per event | 25% | | 25% | 25% |
| Skylight, Garden and Tot Rooms | | | | | |
| Resident | per hour | $62.83 | 4.0% | $65.34 | $65 |
| Non-Resident/Commercial | per hour | $78.28 | 4.0% | $81.41 | $81 |
| El Cerrito Non-Profit Fund Raiser | per hour | $48.41 | 4.0% | $50.35 | $50 |
| Non-El Cerrito Non-Profit Fund Raiser | per hour | $58.71 | 4.0% | $61.06 | $61 |
| **Craft Room** | | | | | |
| **Resident** | **per hour** | | | **$35.00** | **$35** |
| **Non-Resident/Commercial** | **per hour** | | | **$44.00** | **$44** |
| **Non-Profit, City Co-Sponsored** | **per hour** | | | **$15.00** | **$15** |
| Kitchen Use | | | | | |
| Non-Profit Organization | per event | $108.15 | 4.0% | $112.48 | $112 |
| Non Profit, City Co-Sponsored | per event | $15.97 | 4.0% | $16.60 | $17 |
| Weekday Non-Profit Room Rentals | per hour | $26.78 | 4.0% | $27.85 | $28 |
| Governmental Agency/School District Rentals (per WCCUSD Joint Use Agreement) | per event | staff cost | | staff cost | staff cost |
| Set-up/Take Down | | | | | |
| Non-Profit Fund Raiser | per event | $43.26 | 4.0% | $44.99 | $45 |
| Non Profit, City Co-Sponsored | per hour | $35.02 | 4.0% | $36.42 | $36 |
| Alcoholic Beverage Service | per event | $166.86 | 4.0% | $173.53 | $174 |
| Guitar/Piano—Commercial | per hour | $16.00 | 4.0% | $16.64 | $17 |
| Chair Rental—Non-Profit | each | $2.00 | 4.0% | $2.08 | $2 |
| 6 Foot Table Rental—Non-Profit | each | $5.00 | 4.0% | $5.20 | $5 |
| Locker Storage Fee | | | | | |
| Small | per month | $22.66 | 4.0% | $23.57 | $24 |
| Medium | per month | $28.84 | 4.0% | $29.99 | $30 |
| Large | per month | $37.08 | 4.0% | $38.56 | $39 |
| Deposit | | | | | |
| Private | per event | $540.75 | 4.0% | $562.38 | $562 |
| Non-Profit Fund Raiser | per event | $270.89 | 4.0% | $281.73 | $282 |
| **2. Group Picnic Areas** | | | | | |
| Cerrito Vista | | | | | |
| Reservation—Resident | per day | $132.00 | 4.0% | $137.28 | $137 |
| Reservation—Non-Resident | per day | $164.00 | 4.0% | $170.56 | $171 |
| Volleyball Net Deposit | per day | $84.00 | -10.7% | $75.00 | $75 |
| Arlington (large gorup area with tables & barbarcue) | | | | | |
| Spaces 4 & 5—Resident | per day | $132.00 | 4.0% | $137.28 | $137 |
| Spaces 4 & 5—Non-Resident | per day | $164.00 | 4.0% | $170.56 | $171 |
| Spaces ~~3,~~ 4, 5 & 6—Resident | per day | $202.00 | 4.0% | $210.08 | $210 |
| Spaces ~~3,~~ 4, 5 & 6—Non-Resident/Commercial | per day | $254.00 | 4.0% | $264.16 | $264 |
| Other Parks, picnic tables with barbecue pit | | | | | |
| Resident | per day | $70.00 | 4.0% | $72.80 | $73 |
| Non-Resident | per day | $88.00 | 4.0% | $91.52 | $92 |
| Other Parks, picnic tables without barbecue pit | | | | | |
| Resident | per day | $60.00 | 4.0% | $62.40 | $62 |
| Non-Resident | per day | $74.00 | 4.0% | $76.96 | $77 |
| Restroom Key (purchase or refundable deposit) | per key | $16.48 | 4.0% | $17.14 | $17 |
| Field/Park Use—Community Based Non-Profits | per hour | $17.00 | 4.0% | $17.68 | $18 |
| **3. Senior Center** | | | | | |
| Social Hall/Kitchen | | | | | |
| Resident | per hour | $90.00 | 4.0% | $93.60 | $94 |
| Non-Resident, Commercial | per hour | $112.00 | 4.0% | $116.48 | $116 |
| City Co-sponsored Group | per hour | $41.20 | 4.0% | $42.85 | $43 |
| Social Hall | | | | | $0 |
| El Cerrito Non-Profit | per hour | $65.00 | 4.0% | $67.60 | $68 |
| Non-El Cerrito Non-Profit | per hour | $82.00 | 4.0% | $85.28 | $85 |
| City Co-sponsored Group | per hour | $41.00 | 4.0% | $42.64 | $43 |
| Decoration/Clean-Up/Rehersal Time (1 hour max. day of event) | per hour per rental | $50.00 | 4.0% | $52.00 | $52 |
| Set-up/Take Down—City Co-sponsored Group | per hour | $41.00 | 4.0% | $42.64 | $43 |
| Alcohol Service | per event | $153.47 | 4.0% | $159.61 | $160 |
| Deposit | per event | $540.75 | 4.0% | $562.38 | $562 |

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **4. Clubhouses** | | | | | |
| Arlington, Canyon Trail , Castro (one room only), Fairmount, Harding (one room only), and Madera; alcohol by special permit; 3 hour minimum weekends. | | | | | |
| Private, Resident | per hour | $72.10 | 4.0% | $74.98 | $75 |
| Private, Non-Resident | per hour | $88.58 | 4.0% | $92.12 | $92 |
| El Cerrito Non-Profit | per hour | $49.44 | 4.0% | $51.42 | $51 |
| Non-El Cerrito Non-Profit | per hour | $61.80 | 4.0% | $64.27 | $64 |
| City Co-Sponsored Group | per hour | $30.90 | 4.0% | $32.14 | $32 |
| El Cerrito Youth Groups | per hour | $25.75 | 4.0% | $26.78 | $27 |
| Deposit (without alcohol) | per event | $159.65 | 4.0% | $166.04 | $166 |
| Deposit (with alcohol) | per event | $264.71 | 4.0% | $275.30 | $275 |
| Casa Cerrito—Storage Area Only (Upstairs), Youth Baseball or Youth Soccer | per year | $489.25 | 4.0% | $508.82 | $509 |
| Art studio instructor | per hour | $33.99 | 4.0% | $35.35 | $35 |
| **5. Facility Rental Related Fees** | | | | | |
| Transfer Fee | per date | $39.14 | 4.0% | $40.71 | $41 |
| Late Payment Fee | percent | 15% | | 15% | 15% |
| **Recreation Field/Venue Rentals and Fees** | | | | | |
| **1. Tennis Court** | | | | | |
| Resident | per hour | $6.18 | 4.0% | $6.43 | $6.50 |
| Non-Resident | per hour | $7.21 | 4.0% | $7.50 | $7.50 |
| Tennis Club | per hour | $4.12 | 4.0% | $4.28 | $4.25 |
| Instruction Use | per hour | $11.33 | 4.0% | $11.78 | $11.75 |
| **ECHS surcharge** | **per hour** | | | **$2.00** | **$2.00** |
| **2. Baseball Fields** | | | | | |
| Youth Teams (2 hour minimum)—Resident | per hour | $25.75 | 4.0% | $26.78 | $27 |
| Youth Teams (2 hour minimum)—Non-Resident | per hour | $35.02 | 4.0% | $36.42 | $36 |
| Adult Teams (2 hour minimum)—Resident | per hour | $35.02 | 4.0% | $36.42 | $36 |
| Adult Teams (2 hour minimum)—Non-Resident | per hour | $43.26 | 4.0% | $44.99 | $45 |
| Cerrito Vista Hardball Field (2 hr. minimum)—Resident | per hour | $51.50 | 4.0% | $53.56 | $54 |
| Cerrito Vista Hardball Field (2 hr. minimum)—Non-Resident | per hour | $64.89 | 4.0% | $67.49 | $67 |
| El Cerrito Youth Baseball Rental Fee | per season | $3,651.35 | 4.0% | $3,797.40 | $3,797 |
| ~~ECYB-Field Maint. Enhancement Fee~~ Long-Term Permit Fee | per player/season | $17.51 | 14.2% | $20.00 | $20 |
| Field fine for violation of field policies / Baseball & Soccer for damaging the field, when fields are wet and not playable and signs are posted. | per infraction | $270.89 | 4.0% | $281.73 | $282 |
| **3. Soccer Fields** | | | | | |
| El Cerrito Soccer Association Rental Fee | per season | $2,491.57 | 4.0% | $2,591.23 | $2,591 |
| ~~EC Soccer-Field Maint. Enhancement Fee~~ Long Term Permit Fee | per player/season | $17.51 | 14.2% | $20.00 | $20 |
| Field fine for violation of field policies / Baseball & Soccer for damaging the field, when fields are wet and not playable and signs are posted. | per infraction | $271.00 | 4.0% | $281.84 | $282 |
| **4. Tennis Program Fees** | | | | | |
| Tennis Courts Pemits | | | | | |
| Adult Resident | per year | $77.25 | 4.0% | $80.34 | $80 |
| Adult Non-Resident | per year | $87.55 | 4.0% | $91.05 | $91 |
| Youth Resident | per year | $30.90 | 4.0% | $32.14 | $32 |
| Youth Non-Resident | per year | $39.14 | 4.0% | $40.71 | $41 |
| Monthly Fee-Resident | per month | $13.39 | 4.0% | $13.93 | $14 |
| Monthly Fee-Non-Resident | per month | $15.45 | 4.0% | $16.07 | $16 |
| Private Instruction (Tennis Certification and Insurance Required) | per year | $97.85 | 4.0% | $101.76 | $102 |
| **Swim Center Programs/Fees** | | | | | |
| **1. Adult Swim Fees** | | | | | |
| Lap Swim/Recreation/Family Swim | | | | | |
| Monthly Pass—Resident | per month | $84.46 | 0.0% | $84.46 | $84 |
| Monthly Pass—Non-Resident | per month | $106.09 | 0.0% | $106.09 | $106 |
| Ten-Swim Pass—Resident (expires 1 year from purchase date) | per year | $44.29 | 0.0% | $44.29 | $44 |
| Ten-Swim Pass—Non-Resident (expires 1 year from purchase date) | per year | $54.59 | 0.0% | $54.59 | $55 |
| Drop-In | per use | $6.18 | 0.0% | $6.18 | $6 |
| Masters Monthly Fee Pass —Any Masters Workout 1 Month Only | | | | | |
| Resident | valid 30 days | $66.95 | 0.0% | $66.95 | $67 |
| Non-Resident | valid 30 days | $79.31 | 0.0% | $79.31 | $79 |
| Senior Resident | valid 30 days | $54.59 | 0.0% | $54.59 | $55 |
| Senior Non-Resident | valid 30 days | $62.83 | 0.0% | $62.83 | $63 |
| Masters Three Month Discount | per month per swimmer | -$6.00 | | -$6.00 | -$6 |
| Masters Plus—Any Masters Workout/Lap Swim 1 Month Only (No quarterly discount) | | | | | |
| Resident | valid 30 days | $103.00 | 4.0% | $107.12 | $107 |
| Non-Resident | valid 30 days | $123.60 | 4.0% | $128.54 | $129 |
| Senior Resident | valid 30 days | $86.52 | 4.0% | $89.98 | $90 |
| Senior Non-Resident | valid 30 days | $103.00 | 4.0% | $107.12 | $107 |
| Masters 6-Workout Pass—Resident | valid 60 days | $47.38 | 0.0% | $47.38 | $47 |
| Masters 6-Workout Pass—Non-Resident | valid 60 days | $58.71 | 0.0% | $58.71 | $59 |
| Masters Drop-In | per use | $9.27 | 0.0% | $9.27 | $9 |

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **2. Youth and Child Recreation/Family Swim/Splash Park** | | | | | |
| Drop-in | | | | | |
| Adult | per use | $6.18 | 0.0% | $6.18 | $6.00 |
| Youth (6-17 years) | per use | $4.12 | 0.0% | $4.12 | $4.00 |
| Child (1-5 years) | per use | $3.09 | 0.0% | $3.09 | $3.00 |
| Splash Park Only | per use | $2.06 | 0.0% | $2.06 | $2.00 |
| Non-Swimmer Fee | per use | $3.09 | 0.0% | $3.09 | $3.00 |
| Organized Groups (minimum of 10) | per child | $2.50 | 0.0% | $2.50 | $2.50 |
| Monthly | | | | | |
| Youth—Resident | per month | $41.00 | 4.0% | $42.64 | $43 |
| Youth—Non-Resident | per month | $46.00 | 4.0% | $47.84 | $48 |
| Child (1-5 years)—Resident | per month | $37.00 | 4.0% | $38.48 | $38 |
| Child (1-5 years)—Non-Resident | per month | $44.00 | 4.0% | $45.76 | $46 |
| Ten Swim Pass (expires 1 year from purchase date) | | | | | |
| Adult Resident | Per year | $41.20 | 4.0% | $42.85 | $43 |
| Adult Non Resident | Per year | $46.35 | 4.0% | $48.20 | $48 |
| Youth Resident (valid April through October) | Valid Season | $37.08 | 4.0% | $38.56 | $39 |
| Youth Non Resident (valid April through October) | Valid Season | $44.29 | 4.0% | $46.06 | $46 |
| Child Resident (ages 1-5) | ~~Per year~~Valid Season | $21.63 | 4.0% | $22.50 | $23 |
| Child Non-Resident (ages 1-5) | ~~Per year~~Valid Season | $27.81 | 4.0% | $28.92 | $29 |
| Family Season Pass | | | | | |
| Family Season Pass (6/1-8/31) Resident (max 5 family members per address) | Valid Season | $325.00 | 4.0% | $338.00 | $338 |
| Family Season Pass (6/1-8/31) Non-Resident (max 5 family members per address) | Valid Season | $375.00 | 4.0% | $390.00 | $390 |
| Additional Family Member | Valid Season | $16.00 | 4.0% | $16.64 | $17 |
| **3. Water Aerobics Deep/Shallow** | | | | | |
| Drop In | per use | $9.27 | 0.0% | $9.27 | $9 |
| Four Punch Pass—Resident | per 3 months | $26.78 | 0.0% | $26.78 | $27 |
| Four Punch Pass—Non-Resident | per 3 months | $32.96 | 0.0% | $32.96 | $33 |
| Eight Punch Pass—Resident | per 3 months | $51.50 | 0.0% | $51.50 | $52 |
| Eight Punch Pass—Non-Resident | per 3 months | $64.89 | 0.0% | $64.89 | $65 |
| Twelve Punch Pass—Resident | per 3 months | $77.25 | 0.0% | $77.25 | $77 |
| Twelve Punch Pass—Non-Resident | per 3 months | $94.76 | 0.0% | $94.76 | $95 |
| **4. Swim Lessons** | | | | | |
| Private—Resident | per 30 minutes | $25.75 | 4.0% | $26.78 | $27 |
| Private—Non-Resident | per 30 minutes | $30.90 | 4.0% | $32.14 | $32 |
| Youth Small Groups—Resident | per 30 minutes | $9.27 | 4.0% | $9.64 | $9.50 |
| Youth Small Groups—Non-Resident | per 30 minutes | $12.36 | 4.0% | $12.85 | $12.75 |
| Adult Group Lesson—Resident | per hour | $9.27 | 4.0% | $9.64 | $9.50 |
| Adult Group Lesson—Non-Resident | per hour | $12.36 | 4.0% | $12.85 | $12.75 |
| **5. Swimming Clubs, Teams & Meets** | | | | | |
| Swim Club/Pre-Swim Team | | | | | |
| Resident | per month | $42.00 | 4.0% | $43.68 | $44 |
| Non-Resident | per month | $50.00 | 4.0% | $52.00 | $52 |
| El Cerrito High School Swim Team (February through May) | per season | $2,100.00 | 4.0% | $2,184.00 | $2,184 |
| Gators Swim Team | | | | | |
| One Swimmer—Resident (1 hr./day program) | per month | $66.95 | 4.0% | $69.63 | $70 |
| **One Swimmer - Resident (1.5 hr./day program)** | **per month** | | | **$90.00** | **$90** |
| Each Additional Household Member—Resident Rate w/ ~ 25% discount | per month | $49.44 | 4.0% | $51.42 | $51 |
| One Swimmer Non-Resident (1 hr./day program) | per month | $78.28 | 4.0% | $81.41 | $81 |
| **One Swimmer Non-Resident (1.5 hr./day program)** | **per month** | | | **$92.00** | **$92** |
| Each Additional Household Member—Non-Resident Rate w/ ~ 25% discount | per month | $56.65 | 4.0% | $58.92 | $59 |
| **Swim Meet Swimmer Surcharge** | **per meet** | | | **actual cost** | **actual cost** |
| **6. Swim Center Rentals** | | | | | |
| Long-Term Swim Team Pool Rentals (2 lanes) | per hour | $32.96 | 0.0% | $32.96 | $33 |
| Swim Team Pool Rentals (2 lanes) | per hour | $47.38 | 0.0% | $47.38 | $47 |
| Large Pool—Resident | per hour | $197.76 | 4.0% | $205.67 | $206 |
| Large Pool—Non-Resident/Commercial | per hour | $242.05 | 4.0% | $251.73 | $252 |
| Small Pool-Resident (1.5 hour water time/0.5 hour deck time) | per event | $240.00 | 4.0% | $249.60 | $250 |
| Small Pool—Non Resident/Commercial (1.5 hour water time/0.5 hour deck time) | per event | $300.00 | 4.0% | $312.00 | $312 |
| Splash Park Rental—Resident (2 hours) | per event | $200.00 | 4.0% | $208.00 | $208 |
| Splash Park Rental—Non-Resident (2 hours) | per event | $250.00 | 4.0% | $260.00 | $260 |
| Small Pool/Splash Park Combined Rental—Resident | per event | $350.00 | 4.0% | $364.00 | $364 |
| Small Pool/Splash Park Combined Rental—Non-Resident | per event | $410.00 | 4.0% | $426.40 | $426 |
| Transfer Fee | per booking | $39.14 | 4.0% | $40.71 | $41 |
| Off Season Discount (March and October) | per hour | -$50.00 | | -$50.00 | -$50 |
| **Splash Park Picnic Area Rental during Recreation Swim—Resident (+$2.50 per person)** | **per event** | **$51.50** | **19.4%** | **$62.00** | **$62** |
| **Splash Park Picnic Area Rental during Recreation Swim—Non-Res (+$2.50 per person)** | **per event** | **$61.80** | **22.7%** | **$76.00** | **$76** |

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Youth Programs** | | | | | |
| **1. Summer Day Camps** | | | | | |
| Traditional Camp Resident (Price based on number of days, hours, special events, field trips, supplies needed) | See brochure for actual costs | $82-$220 | | $84-$250 | $84-$250 |
| Traditional Camp Non-Resident | | 125% of resident fee | | 125% of resident fee | 125% of resident fee |
| Daily Rate for Traditional Day Camp | traditional day camp rate plus 15%, divided by number of session days | | | | |
| Third Party Contract Camps Resident | Contract Cost + 15-40% depending on market feasibility | | | | |
| Third Party Contract Camps Non-Resident | Resident Rate + 10-25% depending on market feasibility | | | | |
| Counselors in Training Camp Resident | per week | $47.38 | 4.0% | $49.28 | $49 |
| Counselors in Training Camp Non-Resident | per week | $54.59 | 4.0% | $56.77 | $57 |
| Ravencliff Resident Camp Resident | per week | $448.05 | 4.0% | $465.97 | $466 |
| Ravencliff Resident Camp Non Resident | per week | $537.66 | 4.0% | $559.17 | $559 |
| Ravencliff CIT Program Resident | per week | $179.22 | 4.0% | $186.39 | $186 |
| Ravencliff CIT Program Non Resident | per week | $217.33 | 4.0% | $226.02 | $226 |
| Ravencliff Deposit | per week | $112.27 | 4.0% | $116.76 | $117 |
| Day Camp Deposit | per camp/week | $25.75 | 4.0% | $26.78 | $27 |
| Day Camp Cancellation Fee | per camp/week | $25.75 | 4.0% | $26.78 | $27 |
| **2. Before/After School Childcare** | | | | | |
| Resident, per child | per hour | $7.00 | 4.0% | $7.28 | $7.25 |
| Non-Resident, per child | per hour | $8.00 | 4.0% | $8.32 | $8.25 |
| Low/Moderate Income Fee (reduced price lunch), per child—Resident | per hour | $5.50 | 0.0% | $5.50 | $5.50 |
| Low/Moderate Income Fee (reduced price lunch), per child—Non-Resident | per hour | $6.00 | 0.0% | $6.00 | $6.00 |
| Low/Moderate Income Rate (free lunch), per child—Resident | per hour | $5.00 | 0.0% | $5.00 | $5.00 |
| Low/Moderate Income Rate (free lunch), per child—Non-Resident | per hour | $5.50 | 0.0% | $5.50 | $5.50 |
| **3. Preschool** | | | | | |
| Resident, per child | per hour | $7.00 | 4.0% | $7.28 | $7.25 |
| Non-Resident, per child | per hour | $8.00 | 4.0% | $8.32 | $8.32 |
| Low/Moderate Income (qualifies for Scholarship), per child—Resident | per hour | $5.50 | 0.0% | $5.50 | $5.50 |
| Low/Moderate Income (qualifies for Scholarship), per child—Non-Resident | per hour | $6.00 | 0.0% | $6.00 | $6.00 |
| **4. Other Fees** | | | | | |
| Drop-in fee Surcharge, per child | percent | $0.15 | | 15% | |
| Drop-in fee, per child without regular schedule | per hour | $10.00 | 0.0% | $10.00 | $10 |
| Non Refundable Registration Fee | per registration | $65.00 | 4.0% | $67.60 | $68 |
| **Senior Center Programs and Services** | | | | | |
| Senior Center Class Fee—Resident | ~~per use~~ per class | $4.64 | range | $4-$10 | $4-$10 |
| Senior Center Class Fee—Non-Resident | ~~per use~~ per class | $5.67 | range | $5-$12 | $5-$12 |
| Senior Center Trips and Excursions | each | actual cost | | actual cost + admin. | actual cost + admin. |
| Senior Local Weekly Shopping Trips, each way | per trip | $2.00 | | $2.00 | $2 |
| Respite Group—Resident | per-month | $90.00 | 0.0% | $90.00 | $90 |
| Respite Group—Non-Resident | per-month | $115.00 | 0.0% | $115.00 | $115 |
| **Other Fees, Discounts & Refunds** | | | | | |
| Other Classes, Events, Leagues, Programs, and Uniforms approved by Rec. Dir. | each | actual cost | | actual cost | actual cost |
| Disabled and Senior Discount | percent of fee | 20% | | 20% | 20% |
| Registration Fees—Refunds | per transaction | $16.00 | 4.0% | $16.64 | $17 |
| Registration Fees—Transfers | per transaction | $16.00 | 4.0% | $16.64 | $17 |
| Registration Fees—Cancellations | per transaction | $16.00 | 4.0% | $16.64 | $17 |
| Transfer Transaction Fee for Tennis | per transaction | $5.15 | 4.0% | $5.36 | $5 |
| Late Pick-Up Fee | $1 per minute | $15.45 | 0.0% | $15.45 | $15 |
| Card Reprint Fee | per transaction | $5.15 | 4.0% | $5.36 | $5 |
| Long Term Rental Discount | each | negotiable | | negotiable | negotiable |
| Late Payment Fee (unless defined by City Ordinance) | per 30 days | 15% | | 15% | 15% |
| East Bay Sanitary Trash Bags | each | $8.24 | 4.0% | $8.57 | $9 |
| Misc. Event and Field Trip Transportation/Admission | per trip | actual cost | | actual cost | actual cost |
| Misc. Product Fee | per product | actual cost | | actual cost | actual cost |
| Special Promotions/Marketing Opportunities | as determined by Recreation Director | | | | |
| **Staff Hourly Rate (i.e. custodian, part time recreation leader, etc.)** | **per hour** | | | **actual cost** | **actual cost** |
| **Signage/Banner on Recreational Facilities** | **per banner/sign** | | | **$25-$150** | **$25-$150** |
| **Surcharge on Fee-Based Programs by Independent Contractor (4% of fee, up to maximum)** | **per session** | | | **$8.00** | **$8** |

# V. Business License Tax

| Business License Category | Municipal Code Section | Approved FY 2013-14 | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|
| **Exemption Level (Casual and Fine Arts Teachers)** | 4.32.080 | $8,300 | | |
| | | | | |
| **Business License Residential Rentals (10-000-4052-00-00)** | | | | |
| Apt. Houses, Duplexes, In-laws & Single Family Units | | | | |
| Per Unit | 4.32.260 | $95.78 | $97.72 | $98 |
| | | | | |
| **Business License All Others (10-000-4051-00-00)** | | | | |
| **a. Fixed Place of Business (Annual)** | | | | |
| Employer Only | 4.32.230 | $268.09 | $273.54 | $274 |
| " + 1 employee | 4.32.230 | $268.09 | $273.54 | $274 |
| " + 2 employees | 4.32.230 | $363.84 | $371.24 | $371 |
| " + 3 employees | 4.32.230 | $402.14 | $410.32 | $410 |
| " + 4 employees | 4.32.230 | $497.88 | $508.00 | $508 |
| " + 5 employees | 4.32.230 | $536.17 | $547.08 | $547 |
| " + 6 employees | 4.32.230 | $574.47 | $586.16 | $586 |
| " + 7 employees | 4.32.230 | $612.77 | $625.23 | $625 |
| " + 8 employees | 4.32.230 | $651.07 | $664.31 | $664 |
| " + 9 employees | 4.32.230 | $689.37 | $703.39 | $703 |
| " + 10 employees | 4.32.230 | $727.67 | $742.46 | $742 |
| Each Additional Employee | 4.32.230 | $38.30 | $39.08 | $39 |
| | | | | |
| **b. Professional Offices (Annual)** | | | | |
| Employer Only | 4.32.231 | $325.54 | $332.17 | $332 |
| " + 1 employee | 4.32.231 | $325.54 | $332.17 | $332 |
| " + 2 employees | 4.32.231 | $421.28 | $429.85 | $430 |
| " + 3 employees | 4.32.231 | $459.58 | $468.92 | $469 |
| " + 4 employees | 4.32.231 | $497.88 | $508.00 | $508 |
| " + 5 employees | 4.32.231 | $536.17 | $547.08 | $547 |
| " + 6 employees | 4.32.231 | $574.47 | $586.16 | $586 |
| " + 7 employees | 4.32.231 | $612.77 | $625.23 | $625 |
| " + 8 employees | 4.32.231 | $651.07 | $664.31 | $664 |
| " + 9 employees | 4.32.231 | $689.37 | $703.39 | $703 |
| " + 10 employees | 4.32.231 | $727.67 | $742.46 | $742 |
| Each Additional Employee | 4.32.231 | $38.30 | $39.08 | $39 |
| | | | | |
| **c. Contractors & Subcontractors** | | | | |
| Quarterly | 4.32.240 | $114.89 | $117.23 | $117 |
| Semiannually | 4.32.240 | $191.49 | $195.39 | $195 |
| Annually | 4.32.240 | $344.68 | $351.69 | $352 |
| | | | | |
| **d. Home Occupations (Annual)** | 4.32.245 | $191.49 | $195.39 | $195 |
| | | | | |
| **e. Casual Business** | | | | |
| Quarterly | 4.32.246 | $56.47 | $57.62 | $58 |
| Annually | 4.32.246 | $225.89 | $230.48 | $230 |
| | | | | |
| **f. Delivery Vehicles (Per Vehicle)** | 4.32.251 | $153.19 | $156.31 | $156 |
| | | | | |
| **g. Fine Arts Teachers (Per Teacher)** | 4.32.255 | $61.28 | $62.52 | $63 |
| | | | | |
| **h. Hotels & Motels** | | | | |
| Base Fee | 4.32.270 | $382.98 | $390.77 | $391 |
| Plus, per Unit Fee | 4.32.270 | $15.32 | $15.63 | $16 |
| | | | | |
| **i. Trailer Courts** | | | | |
| Base Fee | 4.32.280 | $382.98 | $390.77 | $391 |
| Plus, per Unit Fee | 4.32.280 | $15.32 | $15.63 | $16 |
| | | | | |
| **j. Restaurants & Nightclubs** | 4.32.290 | $765.96 | $781.54 | $782 |
| | | | | |
| **k. Public Amusement** | | | | |
| **1. Amusement Rides & Shows** | | | | |
| First Day | 4.32.300 | $153.19 | $156.31 | $156 |
| Each Additional Day | 4.32.300 | $76.60 | $78.15 | $78 |

# V. Business License Tax (continued)

| Business License Category | Municipal Code Section | Approved FY 2013-14 | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|
| **2. Billiards, Bagatelle, Pool Tables** | | | | |
| Per Table, in Addition to Other Applicable | 4.32.300 | $76.60 | $78.15 | $78 |
| **3. Bowling Lanes** | | | | |
| First Lane | 4.32.300 | $405.96 | $414.22 | $414 |
| Each Additional Lane | 4.32.300 | $40.60 | $41.42 | $41 |
| **4a. Circus (=<4,000 seats)** | | | | |
| First Day | 4.32.300 | $1,148.95 | $1,172.31 | $1,172 |
| Each Additional Day | 4.32.300 | $765.96 | $781.54 | $782 |
| **4b. Carnival & Circus (>4,000 seats)** | | | | |
| First Day | 4.32.300 | $2,297.89 | $2,344.62 | $2,345 |
| Each Additional Day | 4.32.300 | $1,531.93 | $1,563.08 | $1,563 |
| **5. Motion Picture Theater & Plays** | | | | |
| Quarterly | 4.32.300 | $153.19 | $156.31 | $156 |
| Semiannually | 4.32.300 | $306.39 | $312.62 | $313 |
| Annually | 4.32.300 | $612.77 | $625.23 | $625 |
| **6. Public Dance** | | | | |
| Daily | 4.32.300 | $114.89 | $117.23 | $117 |
| Quarterly | 4.32.300 | $382.98 | $390.77 | $391 |
| **7. Amusement Not Otherwise Defined** | | | | |
| Educational - Daily | 4.32.300 | $114.89 | $117.23 | $117 |
| Educational - Quarterly | 4.32.300 | $382.98 | $390.77 | $391 |
| Noneducational - Daily | 4.32.300 | $3,829.82 | $3,907.70 | $3,908 |
| **l. Distribution and Circulation of Advertising Matter** | | | | |
| Quarterly | 4.32.310 | $382.98 | $390.77 | $391 |
| **m. Amplification Vehicles (Per Day)** | 4.32.320 | $3,829.82 | $3,907.70 | $3,908 |
| **n. Taxicabs (Per Vehicle)** | 4.32.330 | $229.79 | $234.46 | $234 |
| **o. Auctioneer** | | | | |
| Daily | 4.32.340 | $191.49 | $195.39 | $195 |
| Annually | 4.32.340 | $1,531.93 | $1,563.08 | $1,563 |
| **p. Vehicle Parking Lot** | | | | |
| Per Lot | 4.32.345 | $308.03 | $314.29 | $314 |
| Plus per 100 square feet | 4.32.345 | $30.80 | $31.43 | $31 |
| **q. Pawnbroker and Check Casher** | 4.32.350 | $765.96 | $781.54 | $782 |
| **r. Patrol Services** | | | | |
| Employer Only | 4.32.355 | $268.09 | $273.54 | $274 |
| " + 1 employee | 4.32.355 | $268.09 | $273.54 | $274 |
| " + 2 employees | 4.32.355 | $363.84 | $371.24 | $371 |
| " + 3 employees | 4.32.355 | $402.14 | $410.32 | $410 |
| " + 4 employees | 4.32.355 | $497.88 | $508.00 | $508 |
| Each Additional Employee | 4.32.355 | $38.30 | $39.08 | $39 |
| **s. Peddler & Solicitors** | | | | |
| Quarterly | 4.32.360 | $382.98 | $390.77 | $391 |
| Annually | 4.32.360 | $1,531.93 | $1,563.08 | $1,563 |
| **t. Ice Cream Vendor** | | | | |
| Quarterly | 4.32.365 | $124.34 | $126.87 | $127 |
| Annually | 4.32.365 | $373.02 | $380.61 | $381 |
| **u. Temporary Sales** | 4.32.375 | $322.75 | $329.32 | $329 |
| **v. Bingo** | 4.32.300 | $50.00 | $51.02 | $51 |
| Pursuant to California Penal Code Section 326.5(l)1 | | | | |

# V. Business License Tax (continued)

| Business License Category | Municipal Code Section | Approved FY 2013-14 | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|
| **w. Transient/Itinerant Vendor** | | | | |
| Employer Only | 4.32.010 | $268.09 | $273.54 | $274 |
| " + 1 employee | 4.32.010 | $268.09 | $273.54 | $274 |
| " + 2 employees | 4.32.010 | $363.84 | $371.24 | $371 |
| " + 3 employees | 4.32.010 | $402.14 | $410.32 | $410 |
| " + 4 employees | 4.32.010 | $497.88 | $508.00 | $508 |
| " + 5 employees | 4.32.010 | $536.17 | $547.08 | $547 |
| " + 6 employees | 4.32.010 | $574.47 | $586.16 | $586 |
| " + 7 employees | 4.32.010 | $612.77 | $625.23 | $625 |
| " + 8 employees | 4.32.010 | $651.07 | $664.31 | $664 |
| " + 9 employees | 4.32.010 | $689.37 | $703.39 | $703 |
| " + 10 employees | 4.32.010 | $727.67 | $742.46 | $742 |
| Each Additional Employee | 4.32.010 | $38.30 | $39.08 | $39 |
| | | | | |
| **Business License Gross Receipts (10-000-4053-000)** | | | | |
| **a. Coin-operated vending, amusement & Service Machines, Distributors** | | | | |
| $0-1,000 | 4.32.370 | $40.00 | $40.81 | $41 |
| $1,001-5,000 | 4.32.370 | $60.00 | $61.22 | $61 |
| $5,001-15,000 | 4.32.370 | $120.00 | $122.44 | $122 |
| >$15,001 per $1,000 | 4.32.370 | $8.00 | $8.16 | $8 |
| | | | | |
| **b. Coin-operated vending, amusement & Service Machines, Games of Skill** | | | | |
| $0-1,000 | 4.32.380 | $40.00 | $40.81 | $41 |
| $1,001-5,000 | 4.32.380 | $60.00 | $61.22 | $61 |
| $5,001-15,000 | 4.32.380 | $120.00 | $122.44 | $122 |
| >$15,001 per $1,000 | 4.32.380 | $8.00 | $8.16 | $8 |

| | 2013 | 2014 | % Change |
|---|---|---|---|
| Adjustment Per Municipal Code: % Change in Feb CPI | | | |
| CPI Urban Wage Earners and Clerical Workers | 240.262 | 245.148 | 2.03% |

## VI. Public Works

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Grading** | | | | | |
| In the event earth moved is greater than estimated, an additional fee shall be charged based upon total amounts less a credit for the original permit issued per the schedule below. | | | | | |
| 1. **Plan Check** | | | | | |
| (No permit required below 50 CY) | | | | | |
| 50 to 10,000 CY | each | $402.73 | 4.0% | $418.84 | $419 |
| 10,001 to 100,000 CY | each | $559.29 | 4.0% | $581.66 | $582 |
| Add for each 10,000 CY above 100,000 | 10,000 CY | $133.90 | 4.0% | $139.26 | $139 |
| 2. **Permit Issuance** | each | $77.25 | 4.0% | $80.34 | $80 |
| 3. **Permit Bond** | per CY | $3.09 | 4.0% | $3.21 | $3 |
| 4. **Inspection** | | | | | |
| (No permit required below 50 CY) | | | | | |
| 50 to 10,000 CY | each | $721.00 | 4.0% | $749.84 | $750 |
| 10,001 to 100,000 CY | each | $1,449.21 | 4.0% | $1,507.18 | $1,507 |
| Add for each 10,000 CY above 100,000 | 10,000 CY | $89.61 | 4.0% | $93.19 | $93 |
| **Encroachments** | | | | | |
| **1. On-site Improvements** (major, over 1/2 acre) - minimum deposit = $1,870 | hourly | $248.23 | 4.0% | $258.16 | $258 |
| **2. Permit Issuance Fee** | each | $77.25 | 4.0% | $80.34 | $80 |
| **3. Permit bond/deposit** (except street tree permit). One-year maintenance bond for streetcuts or drainage modifications in the amount of the value of the work or as determined by City Engineer. For other work, deposit is returned upon passing final inspection. | minimum | $570.00 | 4.0% | $592.80 | $593 |
| **4. Encroachment Permits (also subject to the Issuance Fee (#2)** | | | | | |
| **a.** Concrete Flat Work - up to500 s.f. (includes two inspections) | each | $228.66 | 4.0% | $237.81 | $238 |
| **b.** ADD for each add'l 500 s.f. | 500 s.f. | $54.59 | 4.0% | $56.77 | $57 |
| **c.** Street cut or drainage modifications(< 10 C.Y. excavated) (includes two inspections and striping restoration fee) | each | $249.26 | 4.0% | $259.23 | $259 |
| **d.** ADD for each add'l 10 CY. | 10 CY | $186.43 | 4.0% | $193.89 | $194 |
| **e. Street Tree Bond - Two-year maintenance bond for new tree installation** | **per tree, refundable after 2 year health verification** | **$77.25** | **4.0%** | **$80.34** | **$80** |
| **f.** Revocable Encroachment Permit/Hold Harmless Agreement | each | $294.58 | 4.0% | $306.36 | $306 |
| **g.** Storage in Public ROW (applicable only to overnight storage, authorized dumpsters exempt) | per one week | $131.84 | 4.0% | $137.11 | $137 |
| **h.** Moratorium Street Restoration Fee | each | $587.10 | 4.0% | $610.58 | $611 |
| **i.** Re-inspection (for reasons such as work not ready for a scheduled inspection or work done without an inspection) | each | $62.83 | 4.0% | $65.34 | $65 |
| **j.** Newsrack Fees - for placement of newsrack boxes in designated Newsrack Zones per Section 13.60 of the El Cerrito Municipal Code | | | | $0.00 | $0 |
| Permit Issuance Fee | each | $77.25 | 4.0% | $80.34 | $80 |
| Permit Renewal Fee | each | $39.14 | 4.0% | $40.71 | $41 |
| Newsrack Box Fee | | | | | |
| 1 - 5 boxes | per permit period | $131.84 | 4.0% | $137.11 | $137 |
| 6 - 10 boxes | per permit period | $196.73 | 4.0% | $204.60 | $205 |
| 11 - 15 boxes | per permit period | $262.65 | 4.0% | $273.16 | $273 |
| More than 15 boxes | per permit period | $328.57 | 4.0% | $341.71 | $342 |
| **5. Street Tree Planting by City, Residential** | | | | | |
| **a. Tree Planting (includes furnishing and installing of tree)** | **per tree** | | | **$150.00** | **$150** |
| **b. Concrete Removal for Tree Well** | **per 16 s. f.** | | | **$150.00** | **$150** |
| **6 Utility Pole** - Set, Relocate or Remove | each | $228.66 | 4.0% | $237.81 | $238 |
| **7. Transportation Permit** - Per Calif. State Vehicle Code Section 35795 | per trip | $16.00 | | $16.00 | $16 |

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **8. Haul Route Impact Fees** | | | | | |
| For qualifying projects as determined by the City Engineer, Haul Route Fees are charged on the following costs per square yard of pavement per PCI point drop in each 500-foot long section of haul route. For haul routes in use for over one year, a PCI discount will be applied against the PCI change as listed below. If the Post-construction PCI is higher than the Pre-construction PCI, the PCI change shall be considered to be zero. The final PCI value will determine the category of the fee charged. | | | | | |
| **Arterial** | | | | | |
| 100<pci<70 | | $0.2383 | 4.0% | $0.2479 | $0.2479 |
| 69<pci<50 | | $0.6805 | 4.0% | $0.7077 | $0.7077 |
| 49<pci<25 | | $0.6986 | 4.0% | $0.7266 | $0.7266 |
| 24<pci<0 | | $1.2264 | 4.0% | $1.2755 | $1.2755 |
| **Collector** | | | | | |
| 100<pci<70 | | $0.2383 | 4.0% | $0.2479 | $0.2479 |
| 69<pci<50 | | $0.5662 | 4.0% | $0.5888 | $0.5888 |
| 49<pci<25 | | $0.6986 | 4.0% | $0.7266 | $0.7266 |
| 24<pci<0 | | $1.2264 | 4.0% | $1.2755 | $1.2755 |
| **Residential** | | | | | |
| 100<pci<70 | | $0.1929 | 4.0% | $0.2006 | $0.2006 |
| 69<pci<50 | | $0.5269 | 4.0% | $0.5480 | $0.5480 |
| 49<pci<25 | | $0.6331 | 4.0% | $0.6585 | $0.6585 |
| 24<pci<0 | | $1.0569 | 4.0% | $1.0992 | $1.0992 |
| **PCI Discount** | | | | | |
| 100<pci<70 | pts/year | 2.2 | | | |
| 69<pci<50 | pts/year | 2.7 | | | |
| 49<pci<25 | pts/year | 3.3 | | | |
| 24<pci<0 | pts/year | 3.6 | | | |
| **9. Time Extension** | each | $38.11 | 4.0% | $39.63 | $40 |
| **Mapping (Collected by the Planning Department)** | | | | | |
| 1. **Lot Line Adjustment** - flat rate plus any 3rd party costs | each | $156.56 | 4.0% | $162.82 | $163 |
| 2. **Parcel Map** - up to 4 lots (flat rate plus any 3rd party costs) | each | $736.45 | 4.0% | $765.91 | $766 |
| **3. Subdivision Map Review** | | | | | |
| up to 4 Lots (flat rate plus any 3rd party costs) | each | $1,048.54 | 4.0% | $1,090.48 | $1,090 |
| Add for each lot more than 4 | per lot | $49.44 | 4.0% | $51.42 | $51 |
| **Erosion and Clean Water** | | | | | |
| **1. SWPP Permit** | each | $228.66 | 4.0% | $237.81 | $238 |
| Additional Inspections | each | $108.15 | 4.0% | $112.48 | $112 |
| Erosion & Sediment Control Field Manual | each | $41.20 | 4.0% | $42.85 | $43 |
| **2. C.3 Fees for projects which create or replace more than 10,000 square feet of impervious surface** | | | | | |
| Stormwater Control Plan Review/Approval (Collected by Planning Dept at initial submittal) | each | $406.85 | 4.0% | $423.12 | $423 |
| Operations & Maintenance Plan Review/Approval (O&M Plan to include Maintenance Agreement and description of annual inspection fees) (Collected by Building Dept at plan check submittal) | per square feet of impervious surface | $0.032 | 4.0% | $0.033 | $0.033 |
| Annual Inspection Fee-Collected by Public Works Department as described in Maintenance Agreement | up to 25,000 sf | $333.72 | 4.0% | $347.07 | $347 |
| | more than 25,000 sf | $666.41 | 4.0% | $693.07 | $693 |

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Miscellaneous** | | | | | |
| 1. **Hazardous Materials Spill Clean-Up** - costs to include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved | hourly with minimum two hour response | $500 | 4.0% | $520.00 | $520 |
| 2. **Public Works Hourly Rates (for other Services Not Specificed)** | | | | | |
| Interim Public Works Director | hourly | $245.98 | 4.0% | $255.82 | $256 |
| Management Assistant | hourly | $129.78 | 4.0% | $134.97 | $135 |
| Engineering Manager/Senior Engineer | hourly | $198.45 | 4.0% | $206.39 | $206 |
| **Operations + Environmental Services Division Manager** | **hourly** | **$198.45** | **4.0%** | **$206.39** | $206 |
| **Environmental Programs Manager/City Arborist** | **hourly** | **$169.00** | **4.0%** | **$175.76** | $176 |
| Associate Engineer | hourly | $188.49 | 4.0% | $196.03 | $196 |
| Maintenance Superintendent | hourly | $168.92 | 4.0% | $175.68 | $176 |
| Technician/Inspector | hourly | $131.84 | 4.0% | $137.11 | $137 |
| Maintenance Worker | hourly | $109.18 | 4.0% | $113.55 | $114 |
| 3. **Purchase Bid Documents** | each | indicated in specs | | indicated in specs | indicated in specs |
| 4. **Recycling + Environmental Services** | | | | | |
| **Construction Waste Management Plan Review Fee** | **per plan review, inclusive of pre plan and post report** | | | **$177.82** | $178 |
| Solid Waste Collection and Disposal Subscription Exemption Application Fee | per application | $170.98 | 4.0% | $177.82 | $178 |
| **Salvage Permit Application Fee** | **per application per year** | | | **$15.00** | $15 |
| **Recycling + Environmental Resource Center Tour Fee** | **per tour, excluding free monthly tours** | | | **$134.97** | $135 |
| **Recycling Cart Cleaning Fee (64 and 96 gallon carts)** | **per cart** | | | **$25.00** | $25 |
| **Recycling Bin Cleaning Fee (1 and 2 cubic yard bins)** | **per bin** | | | **$50.00** | $50 |
| Citywide Garage Sale Listing | per registration | $15.00 | 0.0% | $15.00 | $15 |
| Solid Waste Event Stands Rental (set of three - Recycling, Compost, and Garbage) | per event | $10.30 | 0.0% | $10.30 | $10 |
| Solid Waste Event Stand Replacement | per stand | $60.00 | 0.0% | $60.00 | $60 |
| Carpet Recycling | per sq ft, min $5 | $0.10 | 0.0% | $0.10 | $0.10 |
| Compact Flourescent Bulb (CFL) Recycling * | per bulb | $3.00 | 0.0% | $3.00 | $3 |
| Flourescent Tube Recycling * | per linear foot | $0.50 | 0.0% | $0.50 | $0.50 |
| CFL & Tube Large Quantity (up to 15 CFLs and/or 30 feet) Recycling | flat fee | $10.00 | 0.0% | $10.00 | $10 |
| **Paint Collection and Disposal Fee *** | **per gallon** | | | **$5.00** | $5 |

* No cost from Integrated Resource Recovery Facility (IRRF) fee-paying residents of El Cerrito, Richmond, San Pablo, Pinole, and Hercules.

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **Parking Controls** | | | | | |
| 1. **Appeals** | | | | | |
| No Parking/Stopping Anytime Zones (includes two hours of Manager's time) | each | $436.72 | 4.0% | $454.19 | $454 |
| 2. **Temporary No Parking/Stopping Anytime Signs** | each | actual cost | | actual cost | actual cost |

# VII. Planning

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **1. General Plan and Zoning Ordinance** | | | | | |
| General/Specific Plan and/or Amendment | each | $23,446.92 | 4.0% | $24,384.80 | $24,385 |
| Zoning Amendment | each | $22,256.24 | 4.0% | $23,146.49 | $23,146 |
| **2. Subdivisions and Lot Adjustments (See Public Works Section for possible additional fees)** | | | | | |
| Tentative Parcel Map 1-4 lots | each | $5,907.05 | 4.0% | $6,143.33 | $6,143 |
| Tentative Tract Map 5-10 lots | each | $7,941.30 | 4.0% | $8,258.95 | $8,259 |
| Tentative Tract Map 11-25 lots | each | $9,037.22 | 4.0% | $9,398.71 | $9,399 |
| Tentative Tract Map 26+ lots (per lot) | per lot | $984.68 | 4.0% | $1,024.07 | $1,024 |
| Final Map 1-4 lots | each | $4,716.37 | 4.0% | $4,905.02 | $4,905 |
| Final Map 5+ lots | each | $5,720.62 | 4.0% | $5,949.44 | $5,949 |
| Exception to Subdivision Ordinance | each | $5,169.57 | 4.0% | $5,376.35 | $5,376 |
| Lot Line Adjustment or Lot Merger | each | $1,586.20 | 4.0% | $1,649.65 | $1,650 |
| Certificate of Compliance | each | $2,291.75 | 4.0% | $2,383.42 | $2,383 |
| **3. Use and Development Permits, Development Agreement** | | | | | |
| Planned Development | each | $15,316.10 | 4.0% | $15,928.74 | $15,929 |
| Incentives Program Permit (Staff and Design Review Board review prior to application for Planning Commission action, does not include Use Permit Fee) | each | $4,313.64 | 4.0% | $4,486.19 | $4,486 |
| Use Permit Residential | | | | | |
| One unit and projects deemed minor by Development Service Manager | each | $1,092.83 | 4.0% | $1,136.54 | $1,137 |
| 2 - 4 units | each | $3,166.22 | 4.0% | $3,292.87 | $3,293 |
| 5 - 10 units | each | $3,592.64 | 4.0% | $3,736.35 | $3,736 |
| 11+ units | each | $4,578.35 | 4.0% | $4,761.48 | $4,761 |
| Use Permit Nonresidential | | | | | |
| 1 - 2,500 s.f. | each | $2,903.57 | 4.0% | $3,019.71 | $3,020 |
| 2,501 - 10,000 s.f. | each | $3,592.64 | 4.0% | $3,736.35 | $3,736 |
| 10,000+ s.f. | each | $4,578.35 | 4.0% | $4,761.48 | $4,761 |
| Administrative Use Permit | each | $870.35 | 4.0% | $905.16 | $905 |
| Administrative Use Permit - Keeping Animals (Title 7) | each | $601.52 | 4.0% | $625.58 | $626 |
| Temporary Use Permit | each | $691.13 | 4.0% | $718.78 | $719 |
| Large Family Day Care | each | $204.97 | 4.0% | $213.17 | $213 |
| Accessory Living Unit | each | $495.43 | 4.0% | $515.25 | $515 |
| Home Occupation | each | $95.79 | 4.0% | $99.62 | $100 |
| Zoning Clearance (Commercial) | each | $248.23 | 4.0% | $258.16 | $258 |
| Development Agreement | each | $21,551.72 | 4.0% | $22,413.79 | $22,414 |
| **4. Design Review** | | | | | |
| Residential | | | | | |
| 1 unit and projects deemed minor by Planning Manager | each | $2,714.05 | 4.0% | $2,822.61 | $2,823 |
| 2 - 4 units | each | $3,694.61 | 4.0% | $3,842.39 | $3,842 |
| 5 - 10 units | each | $4,659.72 | 4.0% | $4,846.11 | $4,846 |
| 11+ units | each | $4,709.16 | 4.0% | $4,897.53 | $4,898 |
| Nonresidential | | | | | |
| 1 - 2,500 s.f. | each | $2,714.05 | 4.0% | $2,822.61 | $2,823 |
| 2,501 - 10,000 s.f. | each | $3,694.61 | 4.0% | $3,842.39 | $3,842 |
| 10,000+ s.f. | each | $4,709.16 | 4.0% | $4,897.53 | $4,898 |
| Administrative Design Review | | | | | |
| Structures (if elevated, full Design Review fee applies) | each | $1,154.63 | 4.0% | $1,200.82 | $1,201 |
| Permanent signs conforming to sign regulations | each | $562.38 | 4.0% | $584.88 | $585 |
| Temporary signs | each | $280.16 | 4.0% | $291.37 | $291 |
| Design Consultant Review (staff admin/review + consultant costs) | each | $885.80 | 4.0% | $921.23 | $921 |
| **5. Variances** | | | | | |
| Residential | | | | | |
| One unit and projects deemed minor by Planning Manager | each | $1,081.50 | 4.0% | $1,124.76 | $1,125 |
| 2 - 4 units | each | $3,166.22 | 4.0% | $3,292.87 | $3,293 |
| 5 - 10 units | each | $3,592.64 | 4.0% | $3,736.35 | $3,736 |
| 11+ units | each | $4,578.35 | 4.0% | $4,761.48 | $4,761 |
| Nonresidential | | | | | |
| 1 - 2,500 s.f. | each | $2,903.57 | 4.0% | $3,019.71 | $3,020 |
| 2,501 - 10,000 s.f. | each | $3,592.64 | 4.0% | $3,736.35 | $3,736 |
| 10,000+ s.f. | each | $4,578.35 | 4.0% | $4,761.48 | $4,761 |
| **6. Environmental Review** | | | | | |
| Categorical Exemption | each | $195.70 | 4.0% | $203.53 | $204 |
| Negative Declaration (City prepared + any consultant cost) | each | $3,527.75 | 4.0% | $3,668.86 | $3,669 |
| Mitigated Negative Declaration (City prepared + any consultant cost) | each | $10,232.02 | 4.0% | $10,641.30 | $10,641 |
| Administrative Fee for any environmental document/study prepared by a consultant | | 30% of consultant cost | | 30% of consultant cost | 30% of consultant cost |
| Mitigation Monitoring Plan | each | $7,438.66 | 4.0% | $7,736.21 | $7,736 |

# VII. Planning (continued)

| Item/Description | Basis | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 | Rounded Amount |
|---|---|---|---|---|---|
| **7. Miscellaneous** | | | | | |
| Study Session: Planning Commission or Design Review Board | each | $1,984.81 | 4.0% | $2,064.20 | $2,064 |
| Planning Commission Review Fee | each | $1,061.93 | 4.0% | $1,104.41 | $1,104 |
| Individual Business Sign Permit (as part of Master Sign Program) | each | $208.06 | 4.0% | $216.38 | $216 |
| Preliminary Review of Multi-Story Single Family Construction (RAD) | each | $419.21 | 4.0% | $435.98 | $436 |
| Street Vacation | each | $2,985.97 | 4.0% | $3,105.41 | $3,105 |
| Unspecified or Research - hourly | each | $183.34 | 4.0% | $190.67 | $191 |
| Rebuild or Intrepretation Letter | each | $496.46 | 4.0% | $516.32 | $516 |
| Fence Clearance | each | $64.89 | 4.0% | $67.49 | $67 |
| Residential Chicken Clearance | each | $77.25 | 4.0% | $80.34 | $80 |
| Honeybee Keeping Clearance | each | $92.70 | 4.0% | $96.41 | $96 |
| Goat Weed Abatement Permit | each | $77.25 | 4.0% | $80.34 | $80 |
| Unanimous Neighbor Consent Exception for Chickens and Bees | each | $25.75 | 4.0% | $26.78 | $27 |
| Public Notice Mailing List Generation | each | $96.82 | 4.0% | $100.69 | $101 |
| Public Notice Mailing | per envelope | postage +7¢ | | postage +7¢ | postage +7¢ |
| Laserfiche Fee (or total hourly cost to the City, whichever is greatest) | per page/sheet | $3.09 | 4.0% | $3.21 | $3 |
| Permit Amendment/Time Extension | each | 1/2 permit fee | | 1/2 permit fee | 1/2 permit fee |
| Appeals | | | | | |
| By nonapplicant | each | $325.48 | 4.0% | $338.50 | $339 |
| By applicant | each | 1/2 current fee | | 1/2 current fee | 1/2 current fee |
| County Clerk Filing Fees (set by County) | | | | | |
| Notice of Exemption | each | $51.50 | | $50.00 | $50.00 |
| Notice of Determination (Neg. Dec. & Mitigated Neg Dec) | each | $2,165.06 | | $2,181.25 | $2,181.25 |
| Notice of Determination (EIR) | each | $3,006.57 | | $3,029.75 | $3,029.75 |
| CA Fish and Game Filing Fee (with Filing of Environmental Documents at County | Per Dept of Fish and Game Section 711.4 | | | | |
| Planning Hourly Wages | | | | | |
| Community Development Director | hourly | $246.44 | 4.0% | $256.30 | $256 |
| Development Services Manager | hourly | $221.64 | 4.0% | $230.50 | $231 |
| Senior Planner | hourly | $173.04 | 4.0% | $179.96 | $180 |
| **Administrative Fee for any special study prepared by a consultant** | | | | **30% of consultant cost** | **30% of consultant cost** |
| **Electronic Media-CD (of Plans etc.)** | **each** | **$7.21** | **4%** | **$7.50** | **$8** |

**Note:** Fees are based on the City's Cost Allocation Study to cover the cost of processing applications for all projects. The Development Services Manager may determine a project to be unusually complex or time consuming, and require a deposit at the time of application for estimated staff and consultant costs. If a standard fee has previously been paid, additional deposits may be required to cover extraordinary costs resulting from unforeseen complexities, delays or extra meetings. Hourly staff costs are based on employee wages and benefits, overhead, equipment and supervision, as determined by the City’s Cost Allocation Study.  Charges for third-party consultants will equal actual contract costs plus 30% administrative charge.

# VIII. Building Permits - New Construction (Plan Check Only)

Plan check fees for new construction permits are based on occupancy group, description, and project square footage using the following methodology and tables. These permits include mechanical, plumbing, and electrical. There are additional permit fees to be added in Section VI.

Example: Plan check fees for a new 6,000 sq ft A-2 church of Type I FR Construction would be $12,829 for the first 5,000 sq ft, plus $31 for each additional 100 sq ft, equalling $310. The total plan check fee would be $13,139.

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| A-1 | Theater | 2,000 | $16,012 | $13 | $13,343 | $11 | $10,674 | $9 | $16,652 | $14 | $13,877 | $11 | $11,101 | $9 |
| | | 10,000 | $17,051 | $21 | $14,209 | $17 | $11,367 | $14 | $17,733 | $22 | $14,777 | $18 | $11,822 | $14 |
| | | 20,000 | $19,130 | $7 | $15,942 | $6 | $12,754 | $5 | $19,896 | $8 | $16,580 | $6 | $13,264 | $5 |
| | | 40,000 | $20,586 | $41 | $17,155 | $34 | $13,724 | $27 | $21,410 | $42 | $17,841 | $35 | $14,273 | $28 |
| | | 100,000 | $45,025 | $27 | $37,521 | $22 | $30,016 | $18 | $46,826 | $28 | $39,021 | $23 | $31,217 | $19 |
| | | 200,000 | $71,850 | $36 | $59,875 | $30 | $47,900 | $24 | $74,724 | $37 | $62,270 | $31 | $49,816 | $25 |
| A-2 | Church | 1,000 | $11,583 | $19 | $9,652 | $16 | $7,722 | $13 | $12,046 | $20 | $10,039 | $16 | $8,031 | $13 |
| | | 5,000 | $12,335 | $30 | $10,280 | $25 | $8,224 | $20 | $12,829 | $31 | $10,691 | $26 | $8,553 | $21 |
| | | 10,000 | $13,840 | $11 | $11,533 | $9 | $9,226 | $7 | $14,393 | $11 | $11,994 | $9 | $9,596 | $7 |
| | | 20,000 | $14,892 | $59 | $12,410 | $49 | $9,928 | $39 | $15,488 | $61 | $12,907 | $51 | $10,325 | $41 |
| | | 50,000 | $32,570 | $39 | $27,141 | $32 | $21,713 | $26 | $33,872 | $40 | $28,227 | $34 | $22,582 | $27 |
| | | 100,000 | $51,972 | $52 | $43,310 | $43 | $34,648 | $35 | $54,051 | $54 | $45,043 | $45 | $36,034 | $36 |
| A-2.1 | Auditorium | 1,000 | $11,583 | $19 | $9,652 | $16 | $7,722 | $13 | $12,046 | $20 | $10,039 | $16 | $8,031 | $13 |
| | | 5,000 | $12,335 | $30 | $10,280 | $25 | $8,224 | $20 | $12,829 | $31 | $10,691 | $26 | $8,553 | $21 |
| | | 10,000 | $13,840 | $11 | $11,533 | $9 | $9,226 | $7 | $14,393 | $11 | $11,994 | $9 | $9,596 | $7 |
| | | 20,000 | $14,892 | $59 | $12,410 | $49 | $9,928 | $39 | $15,488 | $61 | $12,907 | $51 | $10,325 | $41 |
| | | 50,000 | $32,570 | $39 | $27,141 | $32 | $21,713 | $26 | $33,872 | $40 | $28,227 | $34 | $22,582 | $27 |
| | | 100,000 | $51,972 | $52 | $43,310 | $43 | $34,648 | $35 | $54,051 | $54 | $45,043 | $45 | $36,034 | $36 |
| A-2.1 | Restaurant | 1,000 | $12,137 | $20 | $10,114 | $16 | $8,091 | $13 | $12,622 | $20 | $10,518 | $17 | $8,415 | $14 |
| | | 5,000 | $12,925 | $32 | $10,771 | $26 | $8,617 | $21 | $13,442 | $33 | $11,202 | $27 | $8,961 | $22 |
| | | 10,000 | $14,500 | $11 | $12,084 | $9 | $9,667 | $7 | $15,080 | $11 | $12,567 | $10 | $10,054 | $8 |
| | | 20,000 | $15,604 | $62 | $13,004 | $51 | $10,403 | $41 | $16,229 | $64 | $13,524 | $54 | $10,819 | $43 |
| | | 50,000 | $34,125 | $41 | $28,437 | $34 | $22,750 | $27 | $35,490 | $42 | $29,575 | $35 | $23,660 | $28 |
| | | 100,000 | $54,461 | $54 | $45,384 | $45 | $36,307 | $36 | $56,639 | $57 | $47,199 | $47 | $37,760 | $38 |
| A | All A Tenant Improvements | 500 | $6,175 | $20 | $5,146 | $17 | $4,117 | $13 | $6,422 | $21 | $5,351 | $17 | $4,281 | $14 |
| | | 2,500 | $6,576 | $32 | $5,480 | $27 | $4,384 | $21 | $6,839 | $33 | $5,699 | $28 | $4,559 | $22 |
| | | 5,000 | $7,378 | $11 | $6,148 | $9 | $4,919 | $7 | $7,673 | $12 | $6,394 | $10 | $5,115 | $8 |
| | | 10,000 | $7,939 | $63 | $6,616 | $52 | $5,292 | $42 | $8,256 | $65 | $6,880 | $54 | $5,504 | $44 |
| | | 25,000 | $17,364 | $41 | $14,470 | $34 | $11,576 | $28 | $18,059 | $43 | $15,049 | $36 | $12,039 | $29 |
| | | 50,000 | $27,705 | $55 | $23,088 | $46 | $18,470 | $37 | $28,813 | $58 | $24,011 | $48 | $19,209 | $38 |
| A-3 | Small Assembly Buildings | 500 | $8,943 | $29 | $7,452 | $24 | $5,962 | $19 | $9,300 | $30 | $7,750 | $25 | $6,200 | $20 |
| | | 2,500 | $9,524 | $46 | $7,936 | $39 | $6,349 | $31 | $9,905 | $48 | $8,254 | $40 | $6,603 | $32 |
| | | 5,000 | $10,685 | $16 | $8,904 | $14 | $7,123 | $11 | $11,112 | $17 | $9,260 | $14 | $7,408 | $11 |
| | | 10,000 | $11,498 | $91 | $9,581 | $76 | $7,665 | $61 | $11,957 | $95 | $9,965 | $79 | $7,972 | $63 |
| | | 25,000 | $25,143 | $60 | $20,953 | $50 | $16,762 | $40 | $26,149 | $62 | $21,791 | $52 | $17,433 | $42 |
| | | 50,000 | $40,127 | $80 | $33,439 | $67 | $26,751 | $54 | $41,732 | $83 | $34,776 | $70 | $27,821 | $56 |
| B | Banks | 1,000 | $8,261 | $13 | $6,885 | $11 | $5,508 | $9 | $8,592 | $14 | $7,160 | $12 | $5,728 | $9 |
| | | 5,000 | $8,798 | $21 | $7,331 | $18 | $5,865 | $14 | $9,150 | $22 | $7,625 | $19 | $6,100 | $15 |
| | | 10,000 | $9,871 | $8 | $8,226 | $6 | $6,580 | $5 | $10,265 | $8 | $8,555 | $7 | $6,844 | $5 |
| | | 20,000 | $10,622 | $42 | $8,852 | $35 | $7,082 | $28 | $11,047 | $44 | $9,206 | $36 | $7,365 | $29 |
| | | 50,000 | $23,232 | $28 | $19,360 | $23 | $15,488 | $18 | $24,162 | $29 | $20,135 | $24 | $16,108 | $19 |
| | | 100,000 | $37,064 | $37 | $30,887 | $31 | $24,709 | $25 | $38,547 | $39 | $32,122 | $32 | $25,698 | $26 |
| B | Laundromat | 500 | $9,688 | $31 | $8,073 | $26 | $6,459 | $21 | $10,076 | $33 | $8,396 | $27 | $6,717 | $22 |
| | | 2,500 | $10,317 | $50 | $8,597 | $42 | $6,878 | $34 | $10,730 | $52 | $8,941 | $44 | $7,153 | $35 |
| | | 5,000 | $11,576 | $18 | $9,646 | $15 | $7,717 | $12 | $12,039 | $18 | $10,032 | $15 | $8,026 | $12 |
| | | 10,000 | $12,457 | $99 | $10,381 | $82 | $8,305 | $66 | $12,955 | $103 | $10,796 | $85 | $8,637 | $68 |
| | | 25,000 | $27,240 | $65 | $22,700 | $54 | $18,160 | $43 | $28,330 | $68 | $23,608 | $56 | $18,887 | $45 |
| | | 50,000 | $43,472 | $87 | $36,226 | $72 | $28,981 | $58 | $45,211 | $90 | $37,676 | $75 | $30,140 | $60 |
| B | Medical Office | 500 | $10,114 | $33 | $8,428 | $27 | $6,743 | $22 | $10,518 | $34 | $8,765 | $28 | $7,012 | $23 |
| | | 2,500 | $10,771 | $53 | $8,975 | $44 | $7,180 | $35 | $11,201 | $55 | $9,334 | $46 | $7,468 | $36 |
| | | 5,000 | $12,084 | $18 | $10,070 | $15 | $8,056 | $12 | $12,567 | $19 | $10,473 | $16 | $8,378 | $13 |
| | | 10,000 | $13,003 | $103 | $10,836 | $86 | $8,669 | $69 | $13,523 | $107 | $11,269 | $89 | $9,015 | $71 |
| | | 25,000 | $28,437 | $68 | $23,698 | $56 | $18,958 | $45 | $29,575 | $70 | $24,646 | $59 | $19,716 | $47 |
| | | 50,000 | $45,381 | $91 | $37,817 | $76 | $30,254 | $61 | $47,196 | $94 | $39,330 | $79 | $31,464 | $63 |
| B | Offices | 1,000 | $7,836 | $13 | $6,530 | $11 | $5,224 | $8 | $8,149 | $13 | $6,791 | $11 | $5,433 | $9 |
| | | 5,000 | $8,344 | $20 | $6,954 | $17 | $5,563 | $14 | $8,678 | $21 | $7,232 | $18 | $5,785 | $14 |
| | | 10,000 | $9,363 | $7 | $7,802 | $6 | $6,242 | $5 | $9,737 | $7 | $8,114 | $6 | $6,491 | $5 |
| | | 20,000 | $10,075 | $40 | $8,396 | $33 | $6,717 | $27 | $10,478 | $41 | $8,731 | $35 | $6,985 | $28 |
| | | 50,000 | $22,030 | $26 | $18,358 | $22 | $14,686 | $18 | $22,911 | $27 | $19,092 | $23 | $15,274 | $18 |
| | | 100,000 | $35,165 | $35 | $29,304 | $29 | $23,443 | $23 | $36,572 | $37 | $30,476 | $30 | $24,381 | $24 |
| B | Office Tenant Improvements | 250 | $5,110 | $33 | $4,258 | $28 | $3,407 | $22 | $5,315 | $35 | $4,429 | $29 | $3,543 | $23 |
| | | 1,250 | $5,442 | $53 | $4,535 | $44 | $3,628 | $35 | $5,660 | $55 | $4,716 | $46 | $3,773 | $37 |
| | | 2,500 | $6,106 | $19 | $5,088 | $15 | $4,071 | $12 | $6,350 | $19 | $5,292 | $16 | $4,233 | $13 |
| | | 5,000 | $6,570 | $104 | $5,475 | $87 | $4,380 | $69 | $6,833 | $108 | $5,694 | $90 | $4,555 | $72 |
| | | 12,500 | $14,367 | $68 | $11,972 | $57 | $9,578 | $46 | $14,942 | $71 | $12,451 | $59 | $9,961 | $47 |
| | | 25,000 | $22,928 | $92 | $19,106 | $76 | $15,285 | $61 | $23,845 | $95 | $19,871 | $79 | $15,897 | $64 |

# VIII. Building Permits - New Construction (Plan Check Only) (continued)

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| E-1 | Preschool/ | 500 | $11,796 | $38 | $9,830 | $32 | $7,864 | $26 | $12,268 | $40 | $10,223 | $33 | $8,179 | $27 |
| | School | 2,500 | $12,562 | $61 | $10,468 | $51 | $8,375 | $41 | $13,064 | $64 | $10,887 | $53 | $8,710 | $42 |
| | | 5,000 | $14,094 | $21 | $11,745 | $18 | $9,396 | $14 | $14,658 | $22 | $12,215 | $19 | $9,772 | $15 |
| | | 10,000 | $15,166 | $120 | $12,638 | $100 | $10,111 | $80 | $15,773 | $125 | $13,144 | $104 | $10,515 | $83 |
| | | 25,000 | $33,167 | $79 | $27,639 | $66 | $22,111 | $53 | $34,494 | $82 | $28,745 | $69 | $22,996 | $55 |
| | | 50,000 | $52,930 | $106 | $44,108 | $88 | $35,286 | $71 | $55,047 | $110 | $45,872 | $92 | $36,698 | $73 |
| E-2 | Preschool/ | 300 | $14,745 | $80 | $12,287 | $66 | $9,830 | $53 | $15,335 | $83 | $12,779 | $69 | $10,223 | $55 |
| | School | 1,500 | $15,702 | $128 | $13,085 | $106 | $10,468 | $85 | $16,330 | $133 | $13,609 | $111 | $10,887 | $89 |
| | | 3,000 | $17,617 | $45 | $14,681 | $37 | $11,745 | $30 | $18,322 | $46 | $15,268 | $39 | $12,215 | $31 |
| | | 6,000 | $18,958 | $250 | $15,798 | $208 | $12,639 | $167 | $19,716 | $260 | $16,430 | $217 | $13,144 | $173 |
| | | 15,000 | $41,457 | $165 | $34,547 | $137 | $27,638 | $110 | $43,115 | $171 | $35,929 | $143 | $28,743 | $114 |
| | | 30,000 | $66,160 | $221 | $55,133 | $184 | $44,107 | $147 | $68,807 | $229 | $57,339 | $191 | $45,871 | $153 |
| E-3 | Daycare | 300 | $14,745 | $80 | $12,287 | $66 | $9,830 | $53 | $15,335 | $83 | $12,779 | $69 | $10,223 | $55 |
| | | 1,500 | $15,702 | $128 | $13,085 | $106 | $10,468 | $85 | $16,330 | $133 | $13,609 | $111 | $10,887 | $89 |
| | | 3,000 | $17,617 | $45 | $14,681 | $37 | $11,745 | $30 | $18,322 | $46 | $15,268 | $39 | $12,215 | $31 |
| | | 6,000 | $18,958 | $250 | $15,798 | $208 | $12,639 | $167 | $19,716 | $260 | $16,430 | $217 | $13,144 | $173 |
| | | 15,000 | $41,457 | $165 | $34,547 | $137 | $27,638 | $110 | $43,115 | $171 | $35,929 | $143 | $28,743 | $114 |
| | | 30,000 | $66,160 | $221 | $55,133 | $184 | $44,107 | $147 | $68,807 | $229 | $57,339 | $191 | $45,871 | $153 |
| F-1 | Commercial/ | 1,000 | $12,648 | $21 | $10,540 | $17 | $8,432 | $14 | $13,153 | $21 | $10,961 | $18 | $8,769 | $14 |
| | Manufacturing | 5,000 | $13,469 | $33 | $11,224 | $27 | $8,979 | $22 | $14,007 | $34 | $11,673 | $28 | $9,338 | $23 |
| | | 10,000 | $15,112 | $12 | $12,593 | $10 | $10,075 | $8 | $15,717 | $12 | $13,097 | $10 | $10,478 | $8 |
| | | 20,000 | $16,263 | $64 | $13,552 | $54 | $10,842 | $43 | $16,913 | $67 | $14,094 | $56 | $11,275 | $45 |
| | | 50,000 | $35,561 | $42 | $29,634 | $35 | $23,707 | $28 | $36,983 | $44 | $30,819 | $37 | $24,655 | $29 |
| | | 100,000 | $56,752 | $57 | $47,293 | $47 | $37,834 | $38 | $59,022 | $59 | $49,185 | $49 | $39,348 | $39 |
| F-2 | Steel Production/ | 1,000 | $13,159 | $21 | $10,965 | $18 | $8,772 | $14 | $13,685 | $22 | $11,404 | $19 | $9,123 | $15 |
| | Fabrication | 5,000 | $14,013 | $34 | $11,678 | $28 | $9,342 | $23 | $14,574 | $36 | $12,145 | $30 | $9,716 | $24 |
| | Industrial/ | 10,000 | $15,721 | $12 | $13,101 | $10 | $10,481 | $8 | $16,350 | $12 | $13,625 | $10 | $10,900 | $8 |
| | Manufacturing | 20,000 | $16,918 | $67 | $14,098 | $56 | $11,279 | $45 | $17,595 | $70 | $14,662 | $58 | $11,730 | $46 |
| | | 50,000 | $37,001 | $44 | $30,834 | $37 | $24,667 | $29 | $38,481 | $46 | $32,067 | $38 | $25,654 | $31 |
| | | 100,000 | $59,046 | $59 | $49,205 | $49 | $39,364 | $39 | $61,408 | $61 | $51,174 | $51 | $40,939 | $41 |
| H-2 | Moderate | 300 | $13,925 | $75 | $11,604 | $63 | $9,283 | $50 | $14,482 | $78 | $12,068 | $65 | $9,655 | $52 |
| | Explosion | 1,500 | $14,829 | $121 | $12,358 | $100 | $9,886 | $80 | $15,423 | $125 | $12,852 | $105 | $10,282 | $84 |
| | Hazard | 3,000 | $16,638 | $42 | $13,865 | $35 | $11,092 | $28 | $17,304 | $44 | $14,420 | $37 | $11,536 | $29 |
| | | 6,000 | $17,904 | $236 | $14,920 | $197 | $11,936 | $157 | $18,620 | $246 | $15,517 | $205 | $12,413 | $164 |
| | | 15,000 | $39,152 | $156 | $32,627 | $130 | $26,102 | $104 | $40,719 | $162 | $33,932 | $135 | $27,146 | $108 |
| | | 30,000 | $62,481 | $208 | $52,067 | $174 | $41,654 | $139 | $64,980 | $217 | $54,150 | $181 | $43,320 | $144 |
| H-3 | High | 300 | $13,925 | $75 | $11,604 | $63 | $9,283 | $50 | $14,482 | $78 | $12,068 | $65 | $9,655 | $52 |
| | Fire | 1,500 | $14,829 | $121 | $12,358 | $100 | $9,886 | $80 | $15,423 | $125 | $12,852 | $105 | $10,282 | $84 |
| | Hazard | 3,000 | $16,638 | $42 | $13,865 | $35 | $11,092 | $28 | $17,304 | $44 | $14,420 | $37 | $11,536 | $29 |
| | | 6,000 | $17,904 | $236 | $14,920 | $197 | $11,936 | $157 | $18,620 | $246 | $15,517 | $205 | $12,413 | $164 |
| | | 15,000 | $39,152 | $156 | $32,627 | $130 | $26,102 | $104 | $40,719 | $162 | $33,932 | $135 | $27,146 | $108 |
| | | 30,000 | $62,481 | $208 | $52,067 | $174 | $41,654 | $139 | $64,980 | $217 | $54,150 | $181 | $43,320 | $144 |
| H-4 | Repair Garage | 300 | $10,859 | $59 | $9,049 | $49 | $7,239 | $39 | $11,293 | $61 | $9,411 | $51 | $7,529 | $41 |
| | | 1,500 | $11,564 | $94 | $9,637 | $78 | $7,709 | $63 | $12,027 | $98 | $10,022 | $82 | $8,018 | $65 |
| | | 3,000 | $12,975 | $33 | $10,812 | $27 | $8,650 | $22 | $13,494 | $34 | $11,245 | $29 | $8,996 | $23 |
| | | 6,000 | $13,961 | $184 | $11,634 | $153 | $9,308 | $123 | $14,520 | $191 | $12,100 | $160 | $9,680 | $128 |
| | | 15,000 | $30,533 | $121 | $25,444 | $101 | $20,355 | $81 | $31,754 | $126 | $26,462 | $105 | $21,169 | $84 |
| | | 30,000 | $48,726 | $162 | $40,605 | $135 | $32,484 | $108 | $50,675 | $169 | $42,229 | $141 | $33,784 | $113 |
| H-7 | Health | 300 | $13,925 | $75 | $11,604 | $63 | $9,283 | $50 | $14,482 | $78 | $12,068 | $65 | $9,655 | $52 |
| | Hazard | 1,500 | $14,829 | $121 | $12,358 | $100 | $9,886 | $80 | $15,423 | $125 | $12,852 | $105 | $10,282 | $84 |
| | Materials | 3,000 | $16,638 | $42 | $13,865 | $35 | $11,092 | $28 | $17,304 | $44 | $14,420 | $37 | $11,536 | $29 |
| | | 6,000 | $17,904 | $236 | $14,920 | $197 | $11,936 | $157 | $18,620 | $246 | $15,517 | $205 | $12,413 | $164 |
| | | 15,000 | $39,152 | $156 | $32,627 | $130 | $26,102 | $104 | $40,719 | $162 | $33,932 | $135 | $27,146 | $108 |
| | | 30,000 | $62,481 | $208 | $52,067 | $174 | $41,654 | $139 | $64,980 | $217 | $54,150 | $181 | $43,320 | $144 |
| I-1.1 | Nursery | 500 | $11,796 | $38 | $9,830 | $32 | $7,864 | $26 | $12,268 | $40 | $10,223 | $33 | $8,179 | $27 |
| | Full-Time (5+) | 2,500 | $12,562 | $61 | $10,468 | $51 | $8,375 | $41 | $13,064 | $64 | $10,887 | $53 | $8,710 | $42 |
| | | 5,000 | $14,094 | $21 | $11,745 | $18 | $9,396 | $14 | $14,658 | $22 | $12,215 | $19 | $9,772 | $15 |
| | | 10,000 | $15,166 | $120 | $12,638 | $100 | $10,111 | $80 | $15,773 | $125 | $13,144 | $104 | $10,515 | $83 |
| | | 25,000 | $33,167 | $79 | $27,639 | $66 | $22,111 | $53 | $34,494 | $82 | $28,745 | $69 | $22,996 | $55 |
| | | 50,000 | $52,930 | $106 | $44,108 | $88 | $35,286 | $71 | $55,047 | $110 | $45,872 | $92 | $36,698 | $73 |
| I-1.2 | Health Care | 500 | $11,796 | $38 | $9,830 | $32 | $7,864 | $26 | $12,268 | $40 | $10,223 | $33 | $8,179 | $27 |
| | Centers | 2,500 | $12,562 | $61 | $10,468 | $51 | $8,375 | $41 | $13,064 | $64 | $10,887 | $53 | $8,710 | $42 |
| | | 5,000 | $14,094 | $21 | $11,745 | $18 | $9,396 | $14 | $14,658 | $22 | $12,215 | $19 | $9,772 | $15 |
| | | 10,000 | $15,166 | $120 | $12,638 | $100 | $10,111 | $80 | $15,773 | $125 | $13,144 | $104 | $10,515 | $83 |
| | | 25,000 | $33,167 | $79 | $27,639 | $66 | $22,111 | $53 | $34,494 | $82 | $28,745 | $69 | $22,996 | $55 |
| | | 50,000 | $52,930 | $106 | $44,108 | $88 | $35,286 | $71 | $55,047 | $110 | $45,872 | $92 | $36,698 | $73 |
| I-2 | Nursing Home/ | 500 | $12,861 | $42 | $10,717 | $35 | $8,574 | $28 | $13,375 | $43 | $11,146 | $36 | $8,917 | $29 |
| | Assisted Living / | 2,500 | $13,696 | $67 | $11,413 | $56 | $9,130 | $45 | $14,244 | $69 | $11,870 | $58 | $9,496 | $46 |
| | Convalescent | 5,000 | $15,366 | $23 | $12,805 | $19 | $10,244 | $16 | $15,981 | $24 | $13,317 | $20 | $10,654 | $16 |
| | Hospital | 10,000 | $16,535 | $131 | $13,779 | $109 | $11,023 | $87 | $17,196 | $136 | $14,330 | $113 | $11,464 | $91 |
| | | 25,000 | $36,158 | $86 | $30,132 | $72 | $24,105 | $57 | $37,605 | $90 | $31,337 | $75 | $25,070 | $60 |
| | | 50,000 | $57,709 | $115 | $48,091 | $96 | $38,473 | $77 | $60,017 | $120 | $50,015 | $100 | $40,012 | $80 |

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| M | Stores (Retail) | 1,000 | $10,327 | $17 | $8,606 | $14 | $6,885 | $11 | $10,740 | $17 | $8,950 | $15 | $7,160 | $12 |
| | | 5,000 | $10,997 | $27 | $9,164 | $22 | $7,331 | $18 | $11,437 | $28 | $9,531 | $23 | $7,625 | $19 |
| | | 10,000 | $12,338 | $9 | $10,282 | $8 | $8,226 | $6 | $12,832 | $10 | $10,693 | $8 | $8,555 | $7 |
| | | 20,000 | $13,278 | $53 | $11,065 | $44 | $8,852 | $35 | $13,809 | $55 | $11,508 | $46 | $9,206 | $36 |
| | | 50,000 | $29,041 | $35 | $24,200 | $29 | $19,360 | $23 | $30,202 | $36 | $25,168 | $30 | $20,135 | $24 |
| | | 100,000 | $46,330 | $46 | $38,609 | $39 | $30,887 | $31 | $48,184 | $48 | $40,153 | $40 | $32,122 | $32 |
| M | Market | 500 | $9,262 | $30 | $7,718 | $25 | $6,175 | $20 | $9,633 | $31 | $8,027 | $26 | $6,422 | $21 |
| | | 2,500 | $9,863 | $48 | $8,220 | $40 | $6,576 | $32 | $10,258 | $50 | $8,548 | $42 | $6,839 | $33 |
| | | 5,000 | $11,066 | $17 | $9,222 | $14 | $7,378 | $11 | $11,509 | $18 | $9,591 | $15 | $7,673 | $12 |
| | | 10,000 | $11,909 | $94 | $9,924 | $79 | $7,939 | $63 | $12,385 | $98 | $10,321 | $82 | $8,257 | $65 |
| | | 25,000 | $26,043 | $62 | $21,703 | $52 | $17,362 | $41 | $27,085 | $65 | $22,571 | $54 | $18,057 | $43 |
| | | 50,000 | $41,563 | $83 | $34,636 | $69 | $27,708 | $55 | $43,225 | $86 | $36,021 | $72 | $28,817 | $58 |
| M | Retail Tenant | 500 | $6,175 | $20 | $5,146 | $17 | $4,117 | $13 | $6,422 | $21 | $5,351 | $17 | $4,281 | $14 |
| | Improvements | 2,500 | $6,576 | $32 | $5,480 | $27 | $4,384 | $21 | $6,839 | $33 | $5,699 | $28 | $4,559 | $22 |
| | | 5,000 | $7,378 | $11 | $6,148 | $9 | $4,919 | $7 | $7,673 | $12 | $6,394 | $10 | $5,115 | $8 |
| | | 10,000 | $7,939 | $63 | $6,616 | $52 | $5,292 | $42 | $8,256 | $65 | $6,880 | $54 | $5,504 | $44 |
| | | 25,000 | $17,364 | $41 | $14,470 | $34 | $11,576 | $28 | $18,059 | $43 | $15,049 | $36 | $12,039 | $29 |
| | | 50,000 | $27,705 | $55 | $23,088 | $46 | $18,470 | $37 | $28,813 | $58 | $24,011 | $48 | $19,209 | $38 |
| R-1 | Apartment | 1,000 | $15,075 | $24 | $12,562 | $20 | $10,050 | $16 | $15,678 | $25 | $13,065 | $21 | $10,452 | $17 |
| | Building | 5,000 | $16,054 | $39 | $13,378 | $33 | $10,703 | $26 | $16,696 | $41 | $13,913 | $34 | $11,131 | $27 |
| | | 10,000 | $18,011 | $14 | $15,010 | $11 | $12,008 | $9 | $18,732 | $14 | $15,610 | $12 | $12,488 | $10 |
| | | 20,000 | $19,384 | $77 | $16,153 | $64 | $12,922 | $51 | $20,159 | $80 | $16,799 | $66 | $13,439 | $53 |
| | | 50,000 | $42,390 | $51 | $35,325 | $42 | $28,260 | $34 | $44,085 | $53 | $36,738 | $44 | $29,390 | $35 |
| | | 100,000 | $67,640 | $68 | $56,367 | $56 | $45,093 | $45 | $70,345 | $70 | $58,621 | $59 | $46,897 | $47 |
| R-1 | Apartment | 1,000 | $1,107 | $2 | $923 | $1 | $738 | $1 | $1,151 | $2 | $960 | $2 | $768 | $1 |
| | Building - | 5,000 | $1,179 | $3 | $983 | $2 | $786 | $2 | $1,226 | $3 | $1,022 | $3 | $817 | $2 |
| | Repeat Unit | 10,000 | $1,323 | $1 | $1,103 | $1 | $882 | $1 | $1,376 | $1 | $1,147 | $1 | $917 | $1 |
| | | 20,000 | $1,424 | $6 | $1,187 | $5 | $950 | $4 | $1,481 | $6 | $1,234 | $5 | $988 | $4 |
| | | 50,000 | $3,110 | $4 | $2,591 | $3 | $2,073 | $2 | $3,234 | $4 | $2,695 | $3 | $2,156 | $3 |
| | | 100,000 | $4,969 | $5 | $4,141 | $4 | $3,313 | $3 | $5,168 | $5 | $4,307 | $4 | $3,445 | $3 |
| R-1 | Hotel/ | 5,000 | $18,652 | $6 | $15,544 | $5 | $12,435 | $4 | $19,398 | $6 | $16,165 | $5 | $12,932 | $4 |
| | Motel | 25,000 | $19,861 | $10 | $16,551 | $8 | $13,241 | $6 | $20,656 | $10 | $17,213 | $8 | $13,771 | $7 |
| | | 50,000 | $22,283 | $3 | $18,569 | $3 | $14,855 | $2 | $23,174 | $4 | $19,312 | $3 | $15,449 | $2 |
| | | 100,000 | $23,976 | $19 | $19,980 | $16 | $15,984 | $13 | $24,935 | $20 | $20,779 | $16 | $16,624 | $13 |
| | | 250,000 | $52,463 | $13 | $43,719 | $10 | $34,975 | $8 | $54,561 | $13 | $45,468 | $11 | $36,374 | $9 |
| | | 500,000 | $83,719 | $17 | $69,766 | $14 | $55,813 | $11 | $87,068 | $17 | $72,556 | $15 | $58,045 | $12 |
| R-3 | Dwellings | 1,500 | $8,141 | $153 | $6,784 | $127 | $5,427 | $102 | $8,467 | $159 | $7,055 | $132 | $5,644 | $106 |
| | Custom, Models, | 2,500 | $9,667 | $34 | $8,056 | $28 | $6,445 | $23 | $10,054 | $35 | $8,378 | $29 | $6,703 | $24 |
| | First Master Plan | 4,000 | $10,176 | $229 | $8,480 | $191 | $6,784 | $153 | $10,583 | $238 | $8,819 | $198 | $7,055 | $159 |
| | | 5,000 | $12,466 | $107 | $10,388 | $89 | $8,311 | $71 | $12,964 | $111 | $10,804 | $93 | $8,643 | $74 |
| | | 7,500 | $15,136 | $81 | $12,614 | $68 | $10,091 | $54 | $15,742 | $85 | $13,118 | $71 | $10,495 | $56 |
| | | 10,000 | $17,173 | $172 | $14,311 | $143 | $11,449 | $114 | $17,860 | $179 | $14,883 | $149 | $11,907 | $119 |
| R-3 | Dwellings - | 1,500 | $700 | $0 | $583 | $0 | $466 | $0 | $728 | $0 | $606 | $0 | $485 | $0 |
| | Production Phase | 2,500 | $700 | $0 | $583 | $0 | $467 | $0 | $728 | $0 | $606 | $0 | $485 | $0 |
| | of Master Plan | 4,000 | $700 | $0 | $583 | $0 | $466 | $0 | $727 | $0 | $606 | $0 | $485 | $0 |
| | Repeat Unit | 5,000 | $699 | $18 | $583 | $15 | $466 | $12 | $727 | $19 | $606 | $15 | $485 | $12 |
| | | 7,500 | $1,145 | $0 | $954 | $0 | $764 | $0 | $1,191 | $0 | $993 | $0 | $794 | $0 |
| | | 10,000 | $1,145 | $11 | $954 | $10 | $764 | $8 | $1,191 | $12 | $993 | $10 | $794 | $8 |
| R-3 | Dwellings - | 1,500 | $9,667 | $229 | $8,056 | $191 | $6,445 | $153 | $10,054 | $238 | $8,378 | $198 | $6,703 | $159 |
| | Alternative | 2,500 | $11,957 | $34 | $9,964 | $28 | $7,971 | $23 | $12,435 | $35 | $10,363 | $29 | $8,290 | $24 |
| | Materials | 4,000 | $12,466 | $305 | $10,388 | $254 | $8,311 | $203 | $12,965 | $317 | $10,804 | $265 | $8,643 | $212 |
| | | 5,000 | $15,518 | $117 | $12,932 | $98 | $10,346 | $78 | $16,139 | $122 | $13,449 | $101 | $10,759 | $81 |
| | | 7,500 | $18,444 | $122 | $15,370 | $102 | $12,296 | $81 | $19,181 | $127 | $15,984 | $106 | $12,788 | $85 |
| | | 10,000 | $21,497 | $215 | $17,915 | $179 | $14,332 | $143 | $22,357 | $224 | $18,631 | $186 | $14,905 | $149 |
| R - 2.1, | Group Care, | 1,000 | $17,587 | $29 | $14,656 | $24 | $11,725 | $19 | $18,291 | $30 | $15,242 | $25 | $12,194 | $20 |
| 2.3 & | Non-Amb. (6+) | 5,000 | $18,729 | $46 | $15,608 | $38 | $12,486 | $30 | $19,478 | $48 | $16,232 | $40 | $12,986 | $32 |
| 6.1 | | 10,000 | $21,014 | $16 | $17,511 | $13 | $14,009 | $11 | $21,854 | $17 | $18,212 | $14 | $14,569 | $11 |
| | | 20,000 | $22,612 | $89 | $18,843 | $75 | $15,075 | $60 | $23,517 | $93 | $19,597 | $78 | $15,678 | $62 |
| | | 50,000 | $49,448 | $59 | $41,207 | $49 | $32,965 | $39 | $51,426 | $61 | $42,855 | $51 | $34,284 | $41 |
| | | 100,000 | $78,908 | $79 | $65,757 | $66 | $52,605 | $53 | $82,064 | $82 | $68,387 | $68 | $54,709 | $55 |
| R-2.2 & | Group Care, | 1,000 | $17,587 | $29 | $14,656 | $24 | $11,725 | $19 | $18,291 | $30 | $15,242 | $25 | $12,194 | $20 |
| 6.2 | Ambulatory (6+) | 5,000 | $18,729 | $46 | $15,608 | $38 | $12,486 | $30 | $19,478 | $48 | $16,232 | $40 | $12,986 | $32 |
| | | 10,000 | $21,014 | $16 | $17,511 | $13 | $14,009 | $11 | $21,854 | $17 | $18,212 | $14 | $14,569 | $11 |
| | | 20,000 | $22,612 | $89 | $18,843 | $75 | $15,075 | $60 | $23,517 | $93 | $19,597 | $78 | $15,678 | $62 |
| | | 50,000 | $49,448 | $59 | $41,207 | $49 | $32,965 | $39 | $51,426 | $61 | $42,855 | $51 | $34,284 | $41 |
| | | 100,000 | $78,908 | $79 | $65,757 | $66 | $52,605 | $53 | $82,064 | $82 | $68,387 | $68 | $54,709 | $55 |
| R-2.1.1, | Group Care, | 700 | $21,984 | $51 | $18,320 | $42 | $14,656 | $34 | $22,864 | $53 | $19,053 | $44 | $15,242 | $35 |
| 2.3.1 & | Non-Amb. (1-5) | 3,500 | $23,412 | $82 | $19,510 | $68 | $15,608 | $54 | $24,348 | $85 | $20,290 | $71 | $16,232 | $57 |
| 6.1.1 | | 7,000 | $26,268 | $29 | $21,890 | $24 | $17,512 | $19 | $27,318 | $30 | $22,765 | $25 | $18,212 | $20 |
| | | 14,000 | $28,266 | $160 | $23,555 | $133 | $18,844 | $107 | $29,396 | $166 | $24,497 | $138 | $19,598 | $111 |
| | | 35,000 | $61,816 | $105 | $51,513 | $88 | $41,211 | $70 | $64,289 | $109 | $53,574 | $91 | $42,859 | $73 |
| | | 70,000 | $98,637 | $141 | $82,197 | $117 | $65,758 | $94 | $102,582 | $147 | $85,485 | $122 | $68,388 | $98 |

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| R-2.2.1 | Group Care, | 700 | $21,984 | $51 | $18,320 | $42 | $14,656 | $34 | $22,864 | $53 | $19,053 | $44 | $15,242 | $35 |
| & 6.2.1 | Non-Amb. (1-5) | 3,500 | $23,412 | $82 | $19,510 | $68 | $15,608 | $54 | $24,348 | $85 | $20,290 | $71 | $16,232 | $57 |
| | | 7,000 | $26,268 | $29 | $21,890 | $24 | $17,512 | $19 | $27,318 | $30 | $22,765 | $25 | $18,212 | $20 |
| | | 14,000 | $28,266 | $160 | $23,555 | $133 | $18,844 | $107 | $29,396 | $166 | $24,497 | $138 | $19,598 | $111 |
| | | 35,000 | $61,816 | $105 | $51,513 | $88 | $41,211 | $70 | $64,289 | $109 | $53,574 | $91 | $42,859 | $73 |
| | | 70,000 | $98,637 | $141 | $82,197 | $117 | $65,758 | $94 | $102,582 | $147 | $85,485 | $122 | $68,388 | $98 |
| S-1 | Moderate | 1,000 | $8,006 | $13 | $6,672 | $11 | $5,337 | $9 | $8,326 | $14 | $6,938 | $11 | $5,551 | $9 |
| | Hazard | 5,000 | $8,525 | $21 | $7,105 | $17 | $5,684 | $14 | $8,866 | $22 | $7,389 | $18 | $5,911 | $14 |
| | Storage | 10,000 | $9,565 | $7 | $7,971 | $6 | $6,377 | $5 | $9,948 | $8 | $8,290 | $6 | $6,632 | $5 |
| | | 20,000 | $10,293 | $41 | $8,578 | $34 | $6,862 | $27 | $10,705 | $42 | $8,921 | $35 | $7,137 | $28 |
| | | 50,000 | $22,512 | $27 | $18,760 | $22 | $15,008 | $18 | $23,413 | $28 | $19,511 | $23 | $15,609 | $19 |
| | | 100,000 | $35,925 | $36 | $29,937 | $30 | $23,950 | $24 | $37,362 | $37 | $31,135 | $31 | $24,908 | $25 |
| S-1 | Mini Storage | 1,000 | $7,921 | $13 | $6,601 | $11 | $5,280 | $9 | $8,238 | $13 | $6,865 | $11 | $5,492 | $9 |
| | | 5,000 | $8,435 | $21 | $7,029 | $17 | $5,623 | $14 | $8,773 | $21 | $7,311 | $18 | $5,848 | $14 |
| | | 10,000 | $9,464 | $7 | $7,887 | $6 | $6,309 | $5 | $9,842 | $7 | $8,202 | $6 | $6,562 | $5 |
| | | 20,000 | $10,182 | $40 | $8,485 | $34 | $6,788 | $27 | $10,590 | $42 | $8,825 | $35 | $7,060 | $28 |
| | | 50,000 | $22,267 | $27 | $18,556 | $22 | $14,845 | $18 | $23,158 | $28 | $19,298 | $23 | $15,438 | $18 |
| | | 100,000 | $35,545 | $36 | $29,621 | $30 | $23,697 | $24 | $36,967 | $37 | $30,806 | $31 | $24,645 | $25 |
| S-2 | Low Hazard | 1,000 | $9,901 | $16 | $8,251 | $13 | $6,601 | $11 | $10,297 | $17 | $8,581 | $14 | $6,865 | $11 |
| | Storage | 5,000 | $10,544 | $26 | $8,787 | $21 | $7,029 | $17 | $10,966 | $27 | $9,138 | $22 | $7,311 | $18 |
| | | 10,000 | $11,830 | $9 | $9,858 | $7 | $7,887 | $6 | $12,303 | $9 | $10,253 | $8 | $8,202 | $6 |
| | | 20,000 | $12,728 | $50 | $10,607 | $42 | $8,485 | $34 | $13,237 | $52 | $11,031 | $44 | $8,825 | $35 |
| | | 50,000 | $27,834 | $33 | $23,195 | $28 | $18,556 | $22 | $28,947 | $35 | $24,123 | $29 | $19,298 | $23 |
| | | 100,000 | $44,431 | $44 | $37,026 | $37 | $29,621 | $30 | $46,208 | $46 | $38,507 | $39 | $30,806 | $31 |
| S-3 | Repair Garage | 500 | $11,924 | $39 | $9,936 | $32 | $7,949 | $26 | $12,401 | $40 | $10,334 | $34 | $8,267 | $27 |
| | (not H-4) | 2,500 | $12,698 | $62 | $10,582 | $52 | $8,465 | $41 | $13,206 | $64 | $11,005 | $54 | $8,804 | $43 |
| | | 5,000 | $14,246 | $22 | $11,872 | $18 | $9,498 | $14 | $14,816 | $23 | $12,347 | $19 | $9,877 | $15 |
| | | 10,000 | $15,331 | $121 | $12,776 | $101 | $10,221 | $81 | $15,945 | $126 | $13,287 | $105 | $10,630 | $84 |
| | | 25,000 | $33,526 | $80 | $27,938 | $67 | $22,351 | $53 | $34,867 | $83 | $29,056 | $69 | $23,245 | $55 |
| | | 50,000 | $53,501 | $107 | $44,585 | $89 | $35,668 | $71 | $55,641 | $111 | $46,368 | $93 | $37,094 | $74 |
| S-3 | Motor Vehicle | 1,000 | $8,858 | $14 | $7,381 | $12 | $5,905 | $10 | $9,212 | $15 | $7,677 | $12 | $6,141 | $10 |
| | Fuel Dispensing | 5,000 | $9,433 | $23 | $7,861 | $19 | $6,289 | $15 | $9,810 | $24 | $8,175 | $20 | $6,540 | $16 |
| | (including canopy) | 10,000 | $10,583 | $8 | $8,819 | $7 | $7,055 | $5 | $11,006 | $8 | $9,172 | $7 | $7,337 | $6 |
| | | 20,000 | $11,388 | $45 | $9,490 | $38 | $7,592 | $30 | $11,844 | $47 | $9,870 | $39 | $7,896 | $31 |
| | | 50,000 | $24,902 | $30 | $20,752 | $25 | $16,601 | $20 | $25,898 | $31 | $21,582 | $26 | $17,265 | $21 |
| | | 100,000 | $39,739 | $40 | $33,116 | $33 | $26,493 | $26 | $41,328 | $41 | $34,440 | $34 | $27,552 | $28 |
| S-3 | Open Parking | 2,000 | $14,223 | $12 | $11,853 | $10 | $9,482 | $8 | $14,792 | $12 | $12,327 | $10 | $9,862 | $8 |
| | Garage | 10,000 | $15,147 | $18 | $12,622 | $15 | $10,098 | $12 | $15,753 | $19 | $13,127 | $16 | $10,502 | $13 |
| | | 20,000 | $16,994 | $6 | $14,162 | $5 | $11,329 | $4 | $17,674 | $7 | $14,728 | $6 | $11,782 | $4 |
| | | 40,000 | $18,288 | $36 | $15,240 | $30 | $12,192 | $24 | $19,020 | $38 | $15,850 | $31 | $12,680 | $25 |
| | | 100,000 | $39,992 | $24 | $33,327 | $20 | $26,661 | $16 | $41,592 | $25 | $34,660 | $21 | $27,728 | $17 |
| | | 200,000 | $63,810 | $32 | $53,175 | $27 | $42,540 | $21 | $66,362 | $33 | $55,302 | $28 | $44,242 | $22 |
| S-4 | Enclosed Parking | 2,000 | $12,775 | $10 | $10,646 | $9 | $8,517 | $7 | $13,286 | $11 | $11,072 | $9 | $8,858 | $7 |
| | Garage | 10,000 | $13,605 | $17 | $11,337 | $14 | $9,070 | $11 | $14,149 | $17 | $11,791 | $14 | $9,433 | $12 |
| | | 20,000 | $15,264 | $6 | $12,720 | $5 | $10,177 | $4 | $15,875 | $6 | $13,228 | $5 | $10,584 | $4 |
| | | 40,000 | $16,427 | $32 | $13,689 | $27 | $10,952 | $22 | $17,084 | $34 | $14,236 | $28 | $11,390 | $23 |
| | | 100,000 | $35,925 | $21 | $29,936 | $18 | $23,951 | $14 | $37,362 | $22 | $31,134 | $19 | $24,909 | $15 |
| | | 200,000 | $57,316 | $29 | $47,762 | $24 | $38,213 | $19 | $59,609 | $30 | $49,672 | $25 | $39,741 | $20 |
| | Other Tenant | 250 | $5,110 | $33 | $4,258 | $28 | $3,407 | $22 | $5,315 | $35 | $4,429 | $29 | $3,543 | $23 |
| | Improvements | 1,250 | $5,442 | $53 | $4,535 | $44 | $3,628 | $35 | $5,660 | $55 | $4,716 | $46 | $3,773 | $37 |
| | (not Office/Retail) | 2,500 | $6,106 | $19 | $5,088 | $15 | $4,071 | $12 | $6,350 | $19 | $5,292 | $16 | $4,233 | $13 |
| | | 5,000 | $6,570 | $104 | $5,475 | $87 | $4,380 | $69 | $6,833 | $108 | $5,694 | $90 | $4,555 | $72 |
| | | 12,500 | $14,367 | $68 | $11,972 | $57 | $9,578 | $46 | $14,942 | $71 | $12,451 | $59 | $9,961 | $47 |
| | | 25,000 | $22,928 | $92 | $19,106 | $76 | $15,285 | $61 | $23,845 | $95 | $19,871 | $79 | $15,897 | $64 |
| **SHELL BUILDINGS** | | | | | | | | | | | | | | |
| | All Shell | 1,000 | $8,836 | $14.35 | $7,364 | $11.96 | $5,891 | $9.57 | $9,190 | $15 | $7,658 | $12 | $6,127 | $10 |
| | Buildings | 5,000 | $9,410 | $22.95 | $7,842 | $19.12 | $6,274 | $15.30 | $9,787 | $24 | $8,156 | $20 | $6,525 | $16 |
| | | 10,000 | $10,558 | $8.01 | $8,798 | $6.68 | $7,039 | $5.34 | $10,980 | $8 | $9,150 | $7 | $7,320 | $6 |
| | | 20,000 | $11,359 | $44.96 | $9,466 | $37.47 | $7,573 | $29.97 | $11,813 | $47 | $9,845 | $39 | $7,876 | $31 |
| | | 50,000 | $24,847 | $29.59 | $20,706 | $24.66 | $16,564 | $19.73 | $25,841 | $31 | $21,534 | $26 | $17,227 | $21 |
| | | 100,000 | $39,644 | $39.64 | $33,037 | $33.04 | $26,429 | $26.43 | $41,230 | $41 | $34,358 | $34 | $27,486 | $27 |

# IX. Building Permits - New Construction (Inspection Only)

Inspection fees for new construction are based on occupancy group, description, and project square footage using the following methodology and tables. These permits include mechanical, plumbing, and electrical. There are additional permit fees to be added in Section VI.

Example: Permit inspection fees for a new 6,000 sq ft A-2 church of Type I FR Construction would be $11,074 for the first 5,000 sq ft, plus $47 for each additional 100 sq ft, equalling $470. The total permit inspection fee would be $11,544.

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| A-1 | Theater | 2,000 | $15,495 | $52 | $12,912 | $43 | $10,330 | $35 | $16,115 | $54 | $13,429 | $45 | $10,743 | $36 |
| | | 10,000 | $19,664 | $42 | $16,386 | $35 | $13,109 | $28 | $20,450 | $43 | $17,042 | $36 | $13,633 | $29 |
| | | 20,000 | $23,834 | $37 | $19,861 | $31 | $15,889 | $25 | $24,787 | $38 | $20,656 | $32 | $16,525 | $26 |
| | | 40,000 | $31,215 | $15 | $26,012 | $13 | $20,810 | $10 | $32,464 | $16 | $27,053 | $13 | $21,642 | $10 |
| | | 100,000 | $40,277 | $12 | $33,564 | $10 | $26,851 | $8 | $41,888 | $12 | $34,907 | $10 | $27,925 | $8 |
| | | 200,000 | $52,036 | $26 | $43,363 | $22 | $34,690 | $17 | $54,117 | $27 | $45,097 | $23 | $36,078 | $18 |
| A-2 | Church | 1,000 | $8,390 | $56 | $6,992 | $47 | $5,594 | $38 | $8,726 | $59 | $7,272 | $49 | $5,817 | $39 |
| | | 5,000 | $10,648 | $45 | $8,873 | $38 | $7,098 | $30 | $11,074 | $47 | $9,228 | $39 | $7,382 | $31 |
| | | 10,000 | $12,906 | $40 | $10,755 | $33 | $8,604 | $27 | $13,422 | $42 | $11,185 | $35 | $8,948 | $28 |
| | | 20,000 | $16,905 | $16 | $14,088 | $14 | $11,270 | $11 | $17,581 | $17 | $14,651 | $14 | $11,721 | $11 |
| | | 50,000 | $21,808 | $13 | $18,173 | $11 | $14,539 | $8 | $22,680 | $13 | $18,900 | $11 | $15,120 | $9 |
| | | 100,000 | $28,170 | $28 | $23,475 | $23 | $18,780 | $19 | $29,297 | $29 | $24,414 | $24 | $19,531 | $20 |
| A-2.1 | Auditorium | 1,000 | $8,390 | $56 | $6,992 | $47 | $5,594 | $38 | $8,726 | $59 | $7,272 | $49 | $5,817 | $39 |
| | | 5,000 | $10,648 | $45 | $8,873 | $38 | $7,098 | $30 | $11,074 | $47 | $9,228 | $39 | $7,382 | $31 |
| | | 10,000 | $12,906 | $40 | $10,755 | $33 | $8,604 | $27 | $13,422 | $42 | $11,185 | $35 | $8,948 | $28 |
| | | 20,000 | $16,905 | $16 | $14,088 | $14 | $11,270 | $11 | $17,581 | $17 | $14,651 | $14 | $11,721 | $11 |
| | | 50,000 | $21,808 | $13 | $18,173 | $11 | $14,539 | $8 | $22,680 | $13 | $18,900 | $11 | $15,120 | $9 |
| | | 100,000 | $28,170 | $28 | $23,475 | $23 | $18,780 | $19 | $29,297 | $29 | $24,414 | $24 | $19,531 | $20 |
| A-2.1 | Restaurant | 1,000 | $11,684 | $79 | $9,737 | $65 | $7,789 | $52 | $12,151 | $82 | $10,126 | $68 | $8,101 | $54 |
| | | 5,000 | $14,827 | $63 | $12,356 | $52 | $9,885 | $42 | $15,420 | $65 | $12,850 | $54 | $10,280 | $44 |
| | | 10,000 | $17,970 | $56 | $14,975 | $46 | $11,980 | $37 | $18,689 | $58 | $15,574 | $48 | $12,459 | $39 |
| | | 20,000 | $23,541 | $23 | $19,618 | $19 | $15,694 | $15 | $24,483 | $24 | $20,402 | $20 | $16,322 | $16 |
| | | 50,000 | $30,366 | $18 | $25,305 | $15 | $20,244 | $12 | $31,581 | $18 | $26,317 | $15 | $21,054 | $12 |
| | | 100,000 | $39,228 | $39 | $32,690 | $33 | $26,152 | $26 | $40,798 | $41 | $33,998 | $34 | $27,198 | $27 |
| A | All A Tenant Improvements | 500 | $6,896 | $93 | $5,747 | $77 | $4,597 | $62 | $7,172 | $96 | $5,977 | $80 | $4,781 | $64 |
| | | 2,500 | $8,751 | $74 | $7,293 | $62 | $5,834 | $49 | $9,101 | $77 | $7,584 | $64 | $6,068 | $51 |
| | | 5,000 | $10,606 | $66 | $8,839 | $55 | $7,071 | $44 | $11,031 | $68 | $9,192 | $57 | $7,354 | $46 |
| | | 10,000 | $13,893 | $27 | $11,578 | $22 | $9,262 | $18 | $14,449 | $28 | $12,041 | $23 | $9,633 | $19 |
| | | 25,000 | $17,923 | $21 | $14,936 | $17 | $11,949 | $14 | $18,640 | $22 | $15,533 | $18 | $12,426 | $15 |
| | | 50,000 | $23,155 | $46 | $19,296 | $39 | $15,437 | $31 | $24,081 | $48 | $20,068 | $40 | $16,054 | $32 |
| A-3 | Small Assembly Buildings | 500 | $6,670 | $90 | $5,559 | $75 | $4,447 | $60 | $6,937 | $93 | $5,781 | $78 | $4,625 | $62 |
| | | 2,500 | $8,465 | $72 | $7,054 | $60 | $5,643 | $48 | $8,803 | $75 | $7,336 | $62 | $5,869 | $50 |
| | | 5,000 | $10,259 | $64 | $8,549 | $53 | $6,839 | $42 | $10,670 | $66 | $8,891 | $55 | $7,113 | $44 |
| | | 10,000 | $13,439 | $26 | $11,199 | $22 | $8,960 | $17 | $13,977 | $27 | $11,647 | $23 | $9,318 | $18 |
| | | 25,000 | $17,337 | $20 | $14,448 | $17 | $11,558 | $14 | $18,031 | $21 | $15,026 | $18 | $12,021 | $14 |
| | | 50,000 | $22,402 | $45 | $18,668 | $37 | $14,934 | $30 | $23,298 | $47 | $19,415 | $39 | $15,532 | $31 |
| B | Banks | 1,000 | $8,027 | $54 | $6,689 | $45 | $5,351 | $36 | $8,348 | $56 | $6,957 | $47 | $5,565 | $37 |
| | | 5,000 | $10,186 | $43 | $8,489 | $36 | $6,791 | $29 | $10,594 | $45 | $8,828 | $37 | $7,063 | $30 |
| | | 10,000 | $12,346 | $38 | $10,288 | $32 | $8,231 | $26 | $12,840 | $40 | $10,700 | $33 | $8,560 | $27 |
| | | 20,000 | $16,171 | $16 | $13,476 | $13 | $10,781 | $10 | $16,818 | $16 | $14,015 | $14 | $11,212 | $11 |
| | | 50,000 | $20,859 | $12 | $17,382 | $10 | $13,906 | $8 | $21,693 | $13 | $18,077 | $11 | $14,462 | $8 |
| | | 100,000 | $26,951 | $27 | $22,460 | $22 | $17,968 | $18 | $28,030 | $28 | $23,358 | $23 | $18,686 | $19 |
| B | Laundromat | 500 | $9,082 | $122 | $7,568 | $102 | $6,055 | $81 | $9,445 | $127 | $7,871 | $106 | $6,297 | $85 |
| | | 2,500 | $11,526 | $98 | $9,605 | $81 | $7,684 | $65 | $11,987 | $102 | $9,989 | $85 | $7,991 | $68 |
| | | 5,000 | $13,969 | $87 | $11,641 | $72 | $9,313 | $58 | $14,528 | $90 | $12,107 | $75 | $9,685 | $60 |
| | | 10,000 | $18,299 | $35 | $15,249 | $29 | $12,199 | $24 | $19,031 | $37 | $15,859 | $31 | $12,687 | $25 |
| | | 25,000 | $23,605 | $28 | $19,671 | $23 | $15,737 | $18 | $24,550 | $29 | $20,458 | $24 | $16,366 | $19 |
| | | 50,000 | $30,495 | $61 | $25,412 | $51 | $20,330 | $41 | $31,714 | $63 | $26,429 | $53 | $21,143 | $42 |
| B | Medical Office | 500 | $10,653 | $143 | $8,877 | $119 | $7,102 | $96 | $11,079 | $149 | $9,232 | $124 | $7,386 | $99 |
| | | 2,500 | $13,518 | $115 | $11,265 | $96 | $9,012 | $76 | $14,059 | $119 | $11,716 | $99 | $9,373 | $80 |
| | | 5,000 | $16,385 | $102 | $13,654 | $85 | $10,923 | $68 | $17,040 | $106 | $14,200 | $88 | $11,360 | $70 |
| | | 10,000 | $21,462 | $41 | $17,885 | $35 | $14,308 | $28 | $22,320 | $43 | $18,600 | $36 | $14,880 | $29 |
| | | 25,000 | $27,685 | $32 | $23,071 | $27 | $18,457 | $22 | $28,793 | $34 | $23,994 | $28 | $19,195 | $22 |
| | | 50,000 | $35,767 | $72 | $29,805 | $60 | $23,844 | $48 | $37,197 | $74 | $30,998 | $62 | $24,798 | $50 |
| B | Offices | 1,000 | $7,565 | $51 | $6,304 | $42 | $5,043 | $34 | $7,867 | $53 | $6,556 | $44 | $5,245 | $35 |
| | | 5,000 | $9,600 | $41 | $8,000 | $34 | $6,400 | $27 | $9,984 | $42 | $8,320 | $35 | $6,656 | $28 |
| | | 10,000 | $11,635 | $36 | $9,696 | $30 | $7,757 | $24 | $12,101 | $37 | $10,084 | $31 | $8,067 | $25 |
| | | 20,000 | $15,240 | $15 | $12,700 | $12 | $10,160 | $10 | $15,850 | $15 | $13,208 | $13 | $10,567 | $10 |
| | | 50,000 | $19,664 | $11 | $16,386 | $10 | $13,109 | $8 | $20,450 | $12 | $17,042 | $10 | $13,633 | $8 |
| | | 100,000 | $25,401 | $25 | $21,167 | $21 | $16,934 | $17 | $26,417 | $26 | $22,014 | $22 | $17,611 | $18 |
| B | Office Tenant Improvements | 250 | $4,335 | $117 | $3,613 | $97 | $2,890 | $78 | $4,509 | $121 | $3,757 | $101 | $3,006 | $81 |
| | | 1,250 | $5,502 | $93 | $4,585 | $78 | $3,668 | $62 | $5,722 | $97 | $4,768 | $81 | $3,815 | $65 |
| | | 2,500 | $6,668 | $83 | $5,557 | $69 | $4,445 | $55 | $6,935 | $86 | $5,779 | $72 | $4,623 | $57 |
| | | 5,000 | $8,735 | $34 | $7,279 | $28 | $5,823 | $23 | $9,084 | $35 | $7,570 | $29 | $6,056 | $23 |
| | | 12,500 | $11,269 | $26 | $9,390 | $22 | $7,512 | $18 | $11,719 | $27 | $9,766 | $23 | $7,813 | $18 |
| | | 25,000 | $14,560 | $58 | $12,133 | $49 | $9,707 | $39 | $15,142 | $61 | $12,619 | $50 | $10,095 | $40 |
| E-1 | Preschool/ School | 500 | $6,241 | $84 | $5,201 | $70 | $4,161 | $56 | $6,491 | $87 | $5,409 | $73 | $4,327 | $58 |
| | | 2,500 | $7,921 | $67 | $6,601 | $56 | $5,281 | $45 | $8,238 | $70 | $6,865 | $58 | $5,492 | $47 |
| | | 5,000 | $9,600 | $60 | $8,000 | $50 | $6,400 | $40 | $9,984 | $62 | $8,320 | $52 | $6,656 | $41 |
| | | 10,000 | $12,575 | $24 | $10,479 | $20 | $8,384 | $16 | $13,078 | $25 | $10,899 | $21 | $8,719 | $17 |
| | | 25,000 | $16,222 | $19 | $13,518 | $16 | $10,814 | $13 | $16,870 | $20 | $14,059 | $16 | $11,247 | $13 |
| | | 50,000 | $20,961 | $42 | $17,468 | $35 | $13,974 | $28 | $21,800 | $44 | $18,167 | $36 | $14,533 | $29 |

# IX. Building Permits - New Construction (Inspection Only) (continued)

| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| A-1 | Theater | 2,000 | $15,495 | $52 | $12,912 | $43 | $10,330 | $35 | $16,115 | $54 | $13,429 | $45 | $10,743 | $36 |
| E-2 | Preschool/ | 300 | $9,208 | $206 | $7,673 | $172 | $6,139 | $138 | $9,576 | $215 | $7,980 | $179 | $6,384 | $143 |
| | School | 1,500 | $11,685 | $165 | $9,738 | $138 | $7,790 | $110 | $12,153 | $172 | $10,127 | $143 | $8,102 | $114 |
| | | 3,000 | $14,162 | $146 | $11,802 | $122 | $9,441 | $98 | $14,728 | $152 | $12,274 | $127 | $9,819 | $101 |
| | | 6,000 | $18,551 | $60 | $15,459 | $50 | $12,367 | $40 | $19,293 | $62 | $16,077 | $52 | $12,862 | $41 |
| | | 15,000 | $23,932 | $47 | $19,943 | $39 | $15,954 | $31 | $24,889 | $48 | $20,741 | $40 | $16,593 | $32 |
| | | 30,000 | $30,920 | $103 | $25,767 | $86 | $20,613 | $69 | $32,157 | $107 | $26,797 | $89 | $21,438 | $71 |
| E-3 | Daycare | 300 | $13,422 | $301 | $11,185 | $251 | $8,948 | $201 | $13,959 | $313 | $11,633 | $261 | $9,306 | $209 |
| | | 1,500 | $17,034 | $241 | $14,195 | $201 | $11,356 | $161 | $17,715 | $250 | $14,763 | $209 | $11,810 | $167 |
| | | 3,000 | $20,645 | $213 | $17,204 | $178 | $13,763 | $142 | $21,471 | $222 | $17,892 | $185 | $14,314 | $148 |
| | | 6,000 | $27,043 | $87 | $22,536 | $73 | $18,029 | $58 | $28,125 | $91 | $23,438 | $76 | $18,750 | $60 |
| | | 15,000 | $34,884 | $68 | $29,070 | $57 | $23,256 | $45 | $36,280 | $71 | $30,233 | $59 | $24,186 | $47 |
| | | 30,000 | $45,074 | $150 | $37,562 | $125 | $30,049 | $100 | $46,877 | $156 | $39,064 | $130 | $31,251 | $104 |
| F-1 | Commercial/ | 1,000 | $10,769 | $72 | $8,974 | $60 | $7,179 | $48 | $11,200 | $75 | $9,333 | $63 | $7,467 | $50 |
| | Manufacturing | 5,000 | $13,666 | $58 | $11,389 | $48 | $9,111 | $39 | $14,213 | $60 | $11,844 | $50 | $9,475 | $40 |
| | | 10,000 | $16,563 | $51 | $13,803 | $43 | $11,042 | $34 | $17,226 | $53 | $14,355 | $44 | $11,484 | $36 |
| | | 20,000 | $21,697 | $21 | $18,081 | $17 | $14,465 | $14 | $22,565 | $22 | $18,804 | $18 | $15,043 | $15 |
| | | 50,000 | $27,988 | $16 | $23,323 | $14 | $18,659 | $11 | $29,108 | $17 | $24,256 | $14 | $19,405 | $11 |
| | | 100,000 | $36,162 | $36 | $30,135 | $30 | $24,108 | $24 | $37,609 | $38 | $31,341 | $31 | $25,072 | $25 |
| F-2 | Steel Production/ | 1,000 | $10,769 | $72 | $8,974 | $60 | $7,179 | $48 | $11,200 | $75 | $9,333 | $63 | $7,467 | $50 |
| | Fabrication | 5,000 | $13,666 | $58 | $11,389 | $48 | $9,111 | $39 | $14,213 | $60 | $11,844 | $50 | $9,475 | $40 |
| | Industrial/ | 10,000 | $16,563 | $51 | $13,803 | $43 | $11,042 | $34 | $17,226 | $53 | $14,355 | $44 | $11,484 | $36 |
| | Manufacturing | 20,000 | $21,697 | $21 | $18,081 | $17 | $14,465 | $14 | $22,565 | $22 | $18,804 | $18 | $15,043 | $15 |
| | | 50,000 | $27,988 | $16 | $23,323 | $14 | $18,659 | $11 | $29,108 | $17 | $24,256 | $14 | $19,405 | $11 |
| | | 100,000 | $36,162 | $36 | $30,135 | $30 | $24,108 | $24 | $37,609 | $38 | $31,341 | $31 | $25,072 | $25 |
| H-2 | Moderate | 300 | $6,109 | $137 | $5,091 | $114 | $4,073 | $91 | $6,354 | $142 | $5,295 | $119 | $4,236 | $95 |
| | Explosion | 1,500 | $7,753 | $110 | $6,461 | $91 | $5,169 | $73 | $8,063 | $114 | $6,719 | $95 | $5,375 | $76 |
| | Hazard | 3,000 | $9,396 | $97 | $7,830 | $81 | $6,264 | $65 | $9,772 | $101 | $8,143 | $84 | $6,515 | $67 |
| | | 6,000 | $12,308 | $40 | $10,257 | $33 | $8,205 | $26 | $12,800 | $41 | $10,667 | $34 | $8,534 | $28 |
| | | 15,000 | $15,879 | $31 | $13,232 | $26 | $10,586 | $21 | $16,514 | $32 | $13,762 | $27 | $11,009 | $21 |
| | | 30,000 | $20,515 | $68 | $17,096 | $57 | $13,677 | $46 | $21,336 | $71 | $17,780 | $59 | $14,224 | $47 |
| H-3 | High | 300 | $6,109 | $137 | $5,091 | $114 | $4,073 | $91 | $6,354 | $142 | $5,295 | $119 | $4,236 | $95 |
| | Fire | 1,500 | $7,753 | $110 | $6,461 | $91 | $5,169 | $73 | $8,063 | $114 | $6,719 | $95 | $5,375 | $76 |
| | Hazard | 3,000 | $9,396 | $97 | $7,830 | $81 | $6,264 | $65 | $9,772 | $101 | $8,143 | $84 | $6,515 | $67 |
| | | 6,000 | $12,308 | $40 | $10,257 | $33 | $8,205 | $26 | $12,800 | $41 | $10,667 | $34 | $8,534 | $28 |
| | | 15,000 | $15,879 | $31 | $13,232 | $26 | $10,586 | $21 | $16,514 | $32 | $13,762 | $27 | $11,009 | $21 |
| | | 30,000 | $20,515 | $68 | $17,096 | $57 | $13,677 | $46 | $21,336 | $71 | $17,780 | $59 | $14,224 | $47 |
| H-4 | Repair Garage | 300 | $6,440 | $144 | $5,367 | $120 | $4,293 | $96 | $6,698 | $150 | $5,581 | $125 | $4,465 | $100 |
| | | 1,500 | $8,173 | $116 | $6,810 | $96 | $5,448 | $77 | $8,499 | $120 | $7,083 | $100 | $5,666 | $80 |
| | | 3,000 | $9,905 | $102 | $8,254 | $85 | $6,604 | $68 | $10,301 | $106 | $8,585 | $89 | $6,868 | $71 |
| | | 6,000 | $12,975 | $42 | $10,812 | $35 | $8,650 | $28 | $13,494 | $43 | $11,245 | $36 | $8,996 | $29 |
| | | 15,000 | $16,738 | $33 | $13,949 | $27 | $11,159 | $22 | $17,408 | $34 | $14,506 | $28 | $11,605 | $23 |
| | | 30,000 | $21,626 | $72 | $18,022 | $60 | $14,417 | $48 | $22,491 | $75 | $18,743 | $62 | $14,994 | $50 |
| H-7 | Health | 300 | $6,440 | $144 | $5,367 | $120 | $4,293 | $96 | $6,698 | $150 | $5,581 | $125 | $4,465 | $100 |
| | Hazard | 1,500 | $8,173 | $116 | $6,810 | $96 | $5,448 | $77 | $8,499 | $120 | $7,083 | $100 | $5,666 | $80 |
| | Materials | 3,000 | $9,905 | $102 | $8,254 | $85 | $6,604 | $68 | $10,301 | $106 | $8,585 | $89 | $6,868 | $71 |
| | | 6,000 | $12,975 | $42 | $10,812 | $35 | $8,650 | $28 | $13,494 | $43 | $11,245 | $36 | $8,996 | $29 |
| | | 15,000 | $16,738 | $33 | $13,949 | $27 | $11,159 | $22 | $17,408 | $34 | $14,506 | $28 | $11,605 | $23 |
| | | 30,000 | $21,626 | $72 | $18,022 | $60 | $14,417 | $48 | $22,491 | $75 | $18,743 | $62 | $14,994 | $50 |
| I-1.1 | Nursery | 500 | $8,457 | $114 | $7,047 | $95 | $5,638 | $76 | $8,795 | $118 | $7,329 | $99 | $5,863 | $79 |
| | Full-Time (5+) | 2,500 | $10,732 | $91 | $8,943 | $76 | $7,155 | $61 | $11,161 | $95 | $9,301 | $79 | $7,441 | $63 |
| | | 5,000 | $13,007 | $81 | $10,839 | $67 | $8,672 | $54 | $13,528 | $84 | $11,273 | $70 | $9,018 | $56 |
| | | 10,000 | $17,038 | $33 | $14,198 | $27 | $11,359 | $22 | $17,720 | $34 | $14,766 | $29 | $11,813 | $23 |
| | | 25,000 | $21,978 | $26 | $18,315 | $21 | $14,652 | $17 | $22,857 | $27 | $19,048 | $22 | $15,238 | $18 |
| | | 50,000 | $28,400 | $57 | $23,666 | $47 | $18,933 | $38 | $29,536 | $59 | $24,613 | $49 | $19,690 | $39 |
| I-1.2 | Health Care | 500 | $8,457 | $114 | $7,047 | $95 | $5,638 | $76 | $8,795 | $118 | $7,329 | $99 | $5,863 | $79 |
| | Centers | 2,500 | $10,732 | $91 | $8,943 | $76 | $7,155 | $61 | $11,161 | $95 | $9,301 | $79 | $7,441 | $63 |
| | | 5,000 | $13,007 | $81 | $10,839 | $67 | $8,672 | $54 | $13,528 | $84 | $11,273 | $70 | $9,018 | $56 |
| | | 10,000 | $17,038 | $33 | $14,198 | $27 | $11,359 | $22 | $17,720 | $34 | $14,766 | $29 | $11,813 | $23 |
| | | 25,000 | $21,978 | $26 | $18,315 | $21 | $14,652 | $17 | $22,857 | $27 | $19,048 | $22 | $15,238 | $18 |
| | | 50,000 | $28,400 | $57 | $23,666 | $47 | $18,933 | $38 | $29,536 | $59 | $24,613 | $49 | $19,690 | $39 |
| I-2 | Nursing Home/ | 500 | $8,457 | $114 | $7,047 | $95 | $5,638 | $76 | $8,795 | $118 | $7,329 | $99 | $5,863 | $79 |
| | Assisted Living / | 2,500 | $10,732 | $91 | $8,943 | $76 | $7,155 | $61 | $11,161 | $95 | $9,301 | $79 | $7,441 | $63 |
| | Convalescent | 5,000 | $13,007 | $81 | $10,839 | $67 | $8,672 | $54 | $13,528 | $84 | $11,273 | $70 | $9,018 | $56 |
| | Hospital | 10,000 | $17,038 | $33 | $14,198 | $27 | $11,359 | $22 | $17,720 | $34 | $14,766 | $29 | $11,813 | $23 |
| | | 25,000 | $21,978 | $26 | $18,315 | $21 | $14,652 | $17 | $22,857 | $27 | $19,048 | $22 | $15,238 | $18 |
| | | 50,000 | $28,400 | $57 | $23,666 | $47 | $18,933 | $38 | $29,536 | $59 | $24,613 | $49 | $19,690 | $39 |

# IX. Building Permits - New Construction (Inspection Only) (continued)

| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| A-1 | Theater | 2,000 | $15,495 | $52 | $12,912 | $43 | $10,330 | $35 | $16,115 | $54 | $13,429 | $45 | $10,743 | $36 |
| M | Stores (Retail) | 1,000 | $9,456 | $64 | $7,880 | $53 | $6,304 | $42 | $9,834 | $66 | $8,195 | $55 | $6,556 | $44 |
| | | 5,000 | $12,000 | $51 | $10,000 | $42 | $8,000 | $34 | $12,480 | $53 | $10,400 | $44 | $8,320 | $35 |
| | | 10,000 | $14,544 | $45 | $12,120 | $38 | $9,696 | $30 | $15,126 | $47 | $12,605 | $39 | $10,084 | $31 |
| | | 20,000 | $19,050 | $18 | $15,875 | $15 | $12,700 | $12 | $19,812 | $19 | $16,510 | $16 | $13,208 | $13 |
| | | 50,000 | $24,580 | $14 | $20,483 | $12 | $16,386 | $10 | $25,563 | $15 | $21,302 | $12 | $17,042 | $10 |
| | | 100,000 | $31,751 | $32 | $26,459 | $26 | $21,167 | $21 | $33,021 | $33 | $27,517 | $28 | $22,014 | $22 |
| M | Market | 500 | $8,712 | $117 | $7,260 | $98 | $5,808 | $78 | $9,060 | $122 | $7,550 | $102 | $6,040 | $81 |
| | | 2,500 | $11,055 | $94 | $9,213 | $78 | $7,370 | $62 | $11,498 | $97 | $9,581 | $81 | $7,665 | $65 |
| | | 5,000 | $13,399 | $83 | $11,165 | $69 | $8,932 | $55 | $13,935 | $86 | $11,612 | $72 | $9,290 | $58 |
| | | 10,000 | $17,551 | $34 | $14,626 | $28 | $11,701 | $23 | $18,253 | $35 | $15,211 | $29 | $12,169 | $24 |
| | | 25,000 | $22,641 | $26 | $18,867 | $22 | $15,094 | $18 | $23,547 | $28 | $19,622 | $23 | $15,698 | $18 |
| | | 50,000 | $29,258 | $59 | $24,382 | $49 | $19,505 | $39 | $30,428 | $61 | $25,357 | $51 | $20,286 | $41 |
| M | Retail Tenant | 500 | $5,117 | $69 | $4,265 | $57 | $3,412 | $46 | $5,322 | $72 | $4,435 | $60 | $3,548 | $48 |
| | Improvements | 2,500 | $6,495 | $55 | $5,412 | $46 | $4,330 | $37 | $6,754 | $57 | $5,629 | $48 | $4,503 | $38 |
| | | 5,000 | $7,871 | $49 | $6,560 | $41 | $5,248 | $33 | $8,186 | $51 | $6,822 | $42 | $5,458 | $34 |
| | | 10,000 | $10,311 | $20 | $8,592 | $17 | $6,874 | $13 | $10,723 | $21 | $8,936 | $17 | $7,149 | $14 |
| | | 25,000 | $13,299 | $16 | $11,082 | $13 | $8,866 | $10 | $13,831 | $16 | $11,526 | $13 | $9,220 | $11 |
| | | 50,000 | $17,181 | $34 | $14,317 | $29 | $11,454 | $23 | $17,868 | $36 | $14,890 | $30 | $11,912 | $24 |
| R-1 | Apartment | 1,000 | $11,962 | $80 | $9,968 | $67 | $7,974 | $54 | $12,440 | $84 | $10,367 | $70 | $8,293 | $56 |
| | Building | 5,000 | $15,179 | $64 | $12,650 | $54 | $10,120 | $43 | $15,787 | $67 | $13,155 | $56 | $10,524 | $45 |
| | | 10,000 | $18,398 | $57 | $15,331 | $48 | $12,265 | $38 | $19,134 | $59 | $15,945 | $49 | $12,756 | $40 |
| | | 20,000 | $24,100 | $23 | $20,083 | $19 | $16,066 | $16 | $25,064 | $24 | $20,886 | $20 | $16,709 | $16 |
| | | 50,000 | $31,090 | $18 | $25,908 | $15 | $20,727 | $12 | $32,334 | $19 | $26,945 | $16 | $21,556 | $13 |
| | | 100,000 | $40,166 | $40 | $33,472 | $33 | $26,777 | $27 | $41,773 | $42 | $34,811 | $35 | $27,849 | $28 |
| R-1 | Apartment | 1,000 | $11,962 | $80 | $9,968 | $67 | $7,974 | $54 | $12,440 | $84 | $10,367 | $70 | $8,293 | $56 |
| | Building - | 5,000 | $15,179 | $64 | $12,650 | $54 | $10,120 | $43 | $15,787 | $67 | $13,155 | $56 | $10,524 | $45 |
| | Repeat Unit | 10,000 | $18,398 | $57 | $15,331 | $48 | $12,265 | $38 | $19,134 | $59 | $15,945 | $49 | $12,756 | $40 |
| | | 20,000 | $24,100 | $23 | $20,083 | $19 | $16,066 | $16 | $25,064 | $24 | $20,886 | $20 | $16,709 | $16 |
| | | 50,000 | $31,090 | $18 | $25,908 | $15 | $20,727 | $12 | $32,334 | $19 | $26,945 | $16 | $21,556 | $13 |
| | | 100,000 | $40,166 | $40 | $33,472 | $33 | $26,777 | $27 | $41,773 | $42 | $34,811 | $35 | $27,849 | $28 |
| R-1 | Hotel/ | 5,000 | $19,295 | $26 | $16,079 | $22 | $12,863 | $17 | $20,067 | $27 | $16,722 | $23 | $13,378 | $18 |
| | Motel | 25,000 | $24,487 | $21 | $20,406 | $17 | $16,324 | $14 | $25,466 | $22 | $21,222 | $18 | $16,977 | $14 |
| | | 50,000 | $29,674 | $18 | $24,728 | $15 | $19,782 | $12 | $30,860 | $19 | $25,717 | $16 | $20,574 | $13 |
| | | 100,000 | $38,868 | $8 | $32,390 | $6 | $25,912 | $5 | $40,423 | $8 | $33,686 | $7 | $26,949 | $5 |
| | | 250,000 | $50,168 | $6 | $41,807 | $5 | $33,445 | $4 | $52,175 | $6 | $43,479 | $5 | $34,783 | $4 |
| | | 500,000 | $64,807 | $13 | $54,006 | $11 | $43,205 | $9 | $67,399 | $13 | $56,166 | $11 | $44,933 | $9 |
| R-3 | Dwellings | 1,500 | $9,011 | $223 | $7,509 | $186 | $6,008 | $148 | $9,372 | $232 | $7,810 | $193 | $6,248 | $154 |
| | Custom, Models, | 2,500 | $11,237 | $106 | $9,364 | $88 | $7,492 | $71 | $11,687 | $110 | $9,739 | $92 | $7,791 | $73 |
| | First Master Plan | 4,000 | $12,826 | $178 | $10,688 | $148 | $8,551 | $119 | $13,339 | $185 | $11,116 | $154 | $8,893 | $123 |
| | | 5,000 | $14,605 | $112 | $12,171 | $93 | $9,737 | $75 | $15,190 | $116 | $12,658 | $97 | $10,126 | $78 |
| | | 7,500 | $17,401 | $122 | $14,500 | $102 | $11,600 | $81 | $18,097 | $127 | $15,080 | $106 | $12,064 | $85 |
| | | 10,000 | $20,451 | $205 | $17,043 | $170 | $13,634 | $136 | $21,269 | $213 | $17,724 | $177 | $14,179 | $142 |
| R-3 | Dwellings - | 1,500 | $9,011 | $223 | $7,509 | $186 | $6,008 | $148 | $9,372 | $232 | $7,810 | $193 | $6,248 | $154 |
| | Production Phase | 2,500 | $11,237 | $106 | $9,364 | $88 | $7,492 | $71 | $11,687 | $110 | $9,739 | $92 | $7,791 | $73 |
| | of Master Plan | 4,000 | $12,826 | $178 | $10,688 | $148 | $8,551 | $119 | $13,339 | $185 | $11,116 | $154 | $8,893 | $123 |
| | Repeat Unit | 5,000 | $14,605 | $112 | $12,171 | $93 | $9,737 | $75 | $15,190 | $116 | $12,658 | $97 | $10,126 | $78 |
| | | 7,500 | $17,401 | $122 | $14,500 | $102 | $11,600 | $81 | $18,097 | $127 | $15,080 | $106 | $12,064 | $85 |
| | | 10,000 | $20,451 | $205 | $17,043 | $170 | $13,634 | $136 | $21,269 | $213 | $17,724 | $177 | $14,179 | $142 |
| R-3 | Dwellings - | 1,500 | $12,166 | $308 | $10,138 | $256 | $8,110 | $205 | $12,652 | $320 | $10,543 | $267 | $8,435 | $213 |
| | Alternative | 2,500 | $15,241 | $128 | $12,701 | $107 | $10,161 | $85 | $15,851 | $133 | $13,209 | $111 | $10,567 | $89 |
| | Materials | 4,000 | $17,159 | $190 | $14,299 | $158 | $11,439 | $127 | $17,846 | $198 | $14,871 | $165 | $11,897 | $132 |
| | | 5,000 | $19,059 | $133 | $15,883 | $111 | $12,706 | $89 | $19,822 | $138 | $16,518 | $115 | $13,214 | $92 |
| | | 7,500 | $22,386 | $143 | $18,655 | $119 | $14,924 | $95 | $23,281 | $148 | $19,401 | $124 | $15,521 | $99 |
| | | 10,000 | $25,951 | $260 | $21,625 | $216 | $17,300 | $173 | $26,989 | $270 | $22,490 | $225 | $17,992 | $180 |
| R - 2.1, | Group Care, | 1,000 | $8,969 | $60 | $7,474 | $50 | $5,980 | $40 | $9,328 | $63 | $7,773 | $52 | $6,219 | $42 |
| 2.3 & | Non-Amb. (6+) | 5,000 | $11,383 | $48 | $9,486 | $40 | $7,589 | $32 | $11,838 | $50 | $9,865 | $42 | $7,892 | $33 |
| 6.1 | | 10,000 | $13,795 | $43 | $11,496 | $36 | $9,197 | $28 | $14,347 | $44 | $11,956 | $37 | $9,565 | $30 |
| | | 20,000 | $18,070 | $17 | $15,058 | $15 | $12,047 | $12 | $18,793 | $18 | $15,661 | $15 | $12,529 | $12 |
| | | 50,000 | $23,312 | $14 | $19,426 | $11 | $15,541 | $9 | $24,244 | $14 | $20,203 | $12 | $16,163 | $9 |
| | | 100,000 | $30,117 | $30 | $25,097 | $25 | $20,078 | $20 | $31,321 | $31 | $26,101 | $26 | $20,881 | $21 |
| R-2.2 & | Group Care, | 1,000 | $8,969 | $60 | $7,474 | $50 | $5,980 | $40 | $9,328 | $63 | $7,773 | $52 | $6,219 | $42 |
| 6.2 | Ambulatory (6+) | 5,000 | $11,383 | $48 | $9,486 | $40 | $7,589 | $32 | $11,838 | $50 | $9,865 | $42 | $7,892 | $33 |
| | | 10,000 | $13,795 | $43 | $11,496 | $36 | $9,197 | $28 | $14,347 | $44 | $11,956 | $37 | $9,565 | $30 |
| | | 20,000 | $18,070 | $17 | $15,058 | $15 | $12,047 | $12 | $18,793 | $18 | $15,661 | $15 | $12,529 | $12 |
| | | 50,000 | $23,312 | $14 | $19,426 | $11 | $15,541 | $9 | $24,244 | $14 | $20,203 | $12 | $16,163 | $9 |
| | | 100,000 | $30,117 | $30 | $25,097 | $25 | $20,078 | $20 | $31,321 | $31 | $26,101 | $26 | $20,881 | $21 |
| R-2.1.1, | Group Care, | 700 | $9,787 | $94 | $8,156 | $78 | $6,524 | $63 | $10,178 | $98 | $8,482 | $82 | $6,785 | $65 |
| 2.3.1 & | Non-Amb. (1-5) | 3,500 | $12,420 | $75 | $10,350 | $63 | $8,280 | $50 | $12,917 | $78 | $10,764 | $65 | $8,611 | $52 |
| 6.1.1 | | 7,000 | $15,052 | $67 | $12,544 | $56 | $10,035 | $44 | $15,655 | $69 | $13,045 | $58 | $10,436 | $46 |
| | | 14,000 | $19,716 | $27 | $16,430 | $23 | $13,144 | $18 | $20,505 | $28 | $17,087 | $24 | $13,670 | $19 |
| | | 35,000 | $25,438 | $21 | $21,198 | $18 | $16,959 | $14 | $26,456 | $22 | $22,046 | $18 | $17,637 | $15 |
| | | 70,000 | $32,860 | $47 | $27,384 | $39 | $21,907 | $31 | $34,175 | $49 | $28,479 | $41 | $22,783 | $33 |

# IX. Building Permits - New Construction (Inspection Only) (continued)

| UBC Occ. Group | Occupancy Description | Project Size Threshold | Construction Types: I FR, II FR — Base Cost @ Threshold Size | Construction Types: I FR, II FR — Cost for Each Additional 100 s.f. * | Construction Types: II, III, V - A (1 HR) — Base Cost @ Threshold Size | Construction Types: II, III, V - A (1 HR) — Cost for Each Additional 100 s.f. * | Construction Types: II, III, IV, V - B (NR) — Base Cost @ Threshold Size | Construction Types: II, III, IV, V - B (NR) — Cost for Each Additional 100 s.f. * | Construction Types: I FR, II FR — Base Cost @ Threshold Size | Construction Types: I FR, II FR — Cost for Each Additional 100 s.f. * | Construction Types: II, III, V - A (1 HR) — Base Cost @ Threshold Size | Construction Types: II, III, V - A (1 HR) — Cost for Each Additional 100 s.f. * | Construction Types: II, III, IV, V - B (NR) — Base Cost @ Threshold Size | Construction Types: II, III, IV, V - B (NR) — Cost for Each Additional 100 s.f. * |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| A-1 | Theater | 2,000 | $15,495 | $52 | $12,912 | $43 | $10,330 | $35 | $16,115 | $54 | $13,429 | $45 | $10,743 | $36 |
| R-2.2.1 | Group Care, | 700 | $9,787 | $94 | $8,156 | $78 | $6,524 | $63 | $10,178 | $98 | $8,482 | $82 | $6,785 | $65 |
| & 6.2.1 | Non-Amb. (1-5) | 3,500 | $12,420 | $75 | $10,350 | $63 | $8,280 | $50 | $12,917 | $78 | $10,764 | $65 | $8,611 | $52 |
| | | 7,000 | $15,052 | $67 | $12,544 | $56 | $10,035 | $44 | $15,655 | $69 | $13,045 | $58 | $10,436 | $46 |
| | | 14,000 | $19,716 | $27 | $16,430 | $23 | $13,144 | $18 | $20,505 | $28 | $17,087 | $24 | $13,670 | $19 |
| | | 35,000 | $25,438 | $21 | $21,198 | $18 | $16,959 | $14 | $26,456 | $22 | $22,046 | $18 | $17,637 | $15 |
| | | 70,000 | $32,860 | $47 | $27,384 | $39 | $21,907 | $31 | $34,175 | $49 | $28,479 | $41 | $22,783 | $33 |
| S-1 | Moderate | 1,000 | $7,035 | $47 | $5,863 | $39 | $4,690 | $32 | $7,317 | $49 | $6,097 | $41 | $4,878 | $33 |
| | Hazard | 5,000 | $8,928 | $38 | $7,440 | $32 | $5,952 | $25 | $9,285 | $39 | $7,738 | $33 | $6,190 | $26 |
| | Storage | 10,000 | $10,822 | $34 | $9,018 | $28 | $7,214 | $22 | $11,255 | $35 | $9,379 | $29 | $7,503 | $23 |
| | | 20,000 | $14,174 | $14 | $11,811 | $11 | $9,449 | $9 | $14,741 | $14 | $12,284 | $12 | $9,827 | $10 |
| | | 50,000 | $18,287 | $11 | $15,239 | $9 | $12,191 | $7 | $19,018 | $11 | $15,849 | $9 | $12,679 | $7 |
| | | 100,000 | $23,628 | $24 | $19,690 | $20 | $15,752 | $16 | $24,573 | $25 | $20,478 | $20 | $16,382 | $16 |
| S-1 | Mini Storage | 1,000 | $7,035 | $47 | $5,863 | $39 | $4,690 | $32 | $7,317 | $49 | $6,097 | $41 | $4,878 | $33 |
| | | 5,000 | $8,928 | $38 | $7,440 | $32 | $5,952 | $25 | $9,285 | $39 | $7,738 | $33 | $6,190 | $26 |
| | | 10,000 | $10,822 | $34 | $9,018 | $28 | $7,214 | $22 | $11,255 | $35 | $9,379 | $29 | $7,503 | $23 |
| | | 20,000 | $14,174 | $14 | $11,811 | $11 | $9,449 | $9 | $14,741 | $14 | $12,284 | $12 | $9,827 | $10 |
| | | 50,000 | $18,287 | $11 | $15,239 | $9 | $12,191 | $7 | $19,018 | $11 | $15,849 | $9 | $12,679 | $7 |
| | | 100,000 | $23,628 | $24 | $19,690 | $20 | $15,752 | $16 | $24,573 | $25 | $20,478 | $20 | $16,382 | $16 |
| S-2 | Low Hazard | 1,000 | $8,794 | $59 | $7,329 | $49 | $5,863 | $39 | $9,146 | $62 | $7,622 | $51 | $6,097 | $41 |
| | Storage | 5,000 | $11,160 | $47 | $9,300 | $39 | $7,440 | $32 | $11,607 | $49 | $9,672 | $41 | $7,738 | $33 |
| | | 10,000 | $13,527 | $42 | $11,273 | $35 | $9,018 | $28 | $14,068 | $44 | $11,724 | $36 | $9,379 | $29 |
| | | 20,000 | $17,717 | $17 | $14,764 | $14 | $11,811 | $11 | $18,426 | $18 | $15,355 | $15 | $12,284 | $12 |
| | | 50,000 | $22,859 | $13 | $19,049 | $11 | $15,239 | $9 | $23,773 | $14 | $19,811 | $12 | $15,849 | $9 |
| | | 100,000 | $29,535 | $30 | $24,613 | $25 | $19,690 | $20 | $30,716 | $31 | $25,597 | $26 | $20,478 | $20 |
| S-3 | Repair Garage | 500 | $8,794 | $118 | $7,329 | $99 | $5,863 | $79 | $9,146 | $123 | $7,622 | $103 | $6,097 | $82 |
| | (not H-4) | 2,500 | $11,160 | $95 | $9,300 | $79 | $7,440 | $63 | $11,607 | $98 | $9,672 | $82 | $7,738 | $66 |
| | | 5,000 | $13,526 | $84 | $11,272 | $70 | $9,017 | $56 | $14,067 | $87 | $11,723 | $73 | $9,378 | $58 |
| | | 10,000 | $17,719 | $34 | $14,766 | $29 | $11,813 | $23 | $18,428 | $36 | $15,357 | $30 | $12,285 | $24 |
| | | 25,000 | $22,859 | $27 | $19,049 | $22 | $15,239 | $18 | $23,773 | $28 | $19,811 | $23 | $15,849 | $19 |
| | | 50,000 | $29,535 | $59 | $24,613 | $49 | $19,690 | $39 | $30,716 | $61 | $25,597 | $51 | $20,478 | $41 |
| S-3 | Motor Vehicle | 1,000 | $7,035 | $47 | $5,863 | $39 | $4,690 | $32 | $7,317 | $49 | $6,097 | $41 | $4,878 | $33 |
| | Fuel Dispensing | 5,000 | $8,928 | $38 | $7,440 | $32 | $5,952 | $25 | $9,285 | $39 | $7,738 | $33 | $6,190 | $26 |
| | (including canopy) | 10,000 | $10,822 | $34 | $9,018 | $28 | $7,214 | $22 | $11,255 | $35 | $9,379 | $29 | $7,503 | $23 |
| | | 20,000 | $14,174 | $14 | $11,811 | $11 | $9,449 | $9 | $14,741 | $14 | $12,284 | $12 | $9,827 | $10 |
| | | 50,000 | $18,287 | $11 | $15,239 | $9 | $12,191 | $7 | $19,018 | $11 | $15,849 | $9 | $12,679 | $7 |
| | | 100,000 | $23,628 | $24 | $19,690 | $20 | $15,752 | $16 | $24,573 | $25 | $20,478 | $20 | $16,382 | $16 |
| S-3 | Open Parking | 2,000 | $9,047 | $30 | $7,539 | $25 | $6,032 | $20 | $9,409 | $32 | $7,841 | $26 | $6,273 | $21 |
| | Garage | 10,000 | $11,482 | $24 | $9,568 | $20 | $7,654 | $16 | $11,941 | $25 | $9,951 | $21 | $7,961 | $17 |
| | | 20,000 | $13,914 | $22 | $11,595 | $18 | $9,276 | $14 | $14,471 | $22 | $12,059 | $19 | $9,647 | $15 |
| | | 40,000 | $18,225 | $9 | $15,188 | $7 | $12,150 | $6 | $18,954 | $9 | $15,795 | $8 | $12,636 | $6 |
| | | 100,000 | $23,517 | $7 | $19,598 | $6 | $15,678 | $5 | $24,458 | $7 | $20,382 | $6 | $16,305 | $5 |
| | | 200,000 | $30,386 | $15 | $25,321 | $13 | $20,257 | $10 | $31,601 | $16 | $26,334 | $13 | $21,067 | $11 |
| S-4 | Enclosed Parking | 2,000 | $9,632 | $32 | $8,027 | $27 | $6,422 | $22 | $10,018 | $34 | $8,348 | $28 | $6,679 | $22 |
| | Garage | 10,000 | $12,224 | $26 | $10,186 | $22 | $8,150 | $17 | $12,713 | $27 | $10,594 | $22 | $8,476 | $18 |
| | | 20,000 | $14,816 | $23 | $12,346 | $19 | $9,878 | $15 | $15,408 | $24 | $12,840 | $20 | $10,273 | $16 |
| | | 40,000 | $19,408 | $9 | $16,173 | $8 | $12,939 | $6 | $20,184 | $10 | $16,819 | $8 | $13,457 | $7 |
| | | 100,000 | $25,031 | $7 | $20,859 | $6 | $16,688 | $5 | $26,033 | $8 | $21,693 | $6 | $17,356 | $5 |
| | | 200,000 | $32,338 | $16 | $26,947 | $13 | $21,559 | $11 | $33,631 | $17 | $28,025 | $14 | $22,422 | $11 |
| | Other Tenant | 250 | $4,335 | $117 | $3,613 | $97 | $2,890 | $78 | $4,509 | $121 | $3,757 | $101 | $3,006 | $81 |
| | Improvements | 1,250 | $5,502 | $93 | $4,585 | $78 | $3,668 | $62 | $5,722 | $97 | $4,768 | $81 | $3,815 | $65 |
| | (not Office/Retail) | 2,500 | $6,668 | $83 | $5,557 | $69 | $4,445 | $55 | $6,935 | $86 | $5,779 | $72 | $4,623 | $57 |
| | | 5,000 | $8,735 | $34 | $7,279 | $28 | $5,823 | $23 | $9,084 | $35 | $7,570 | $29 | $6,056 | $23 |
| | | 12,500 | $11,269 | $26 | $9,390 | $22 | $7,512 | $18 | $11,719 | $27 | $9,766 | $23 | $7,813 | $18 |
| | | 25,000 | $14,560 | $58 | $12,133 | $49 | $9,707 | $39 | $15,142 | $61 | $12,619 | $50 | $10,095 | $40 |
| **SHELL BUILDINGS** | | | | | | | | | | | | | | |
| | All Shell | 1,000 | $7,515 | $50.55 | $6,262 | $42.13 | $5,010 | $33.70 | $7,816 | $53 | $6,513 | $44 | $5,210 | $35 |
| | Buildings | 5,000 | $9,537 | $40.44 | $7,948 | $33.70 | $6,358 | $26.96 | $9,919 | $42 | $8,265 | $35 | $6,612 | $28 |
| | | 10,000 | $11,559 | $35.83 | $9,632 | $29.85 | $7,706 | $23.88 | $12,021 | $37 | $10,018 | $31 | $8,014 | $25 |
| | | 20,000 | $15,141 | $14.65 | $12,618 | $12.20 | $10,094 | $9.76 | $15,747 | $15 | $13,123 | $13 | $10,498 | $10 |
| | | 50,000 | $19,535 | $11.41 | $16,279 | $9.51 | $13,023 | $7.61 | $20,316 | $12 | $16,930 | $10 | $13,544 | $8 |
| | | 100,000 | $25,242 | $25.24 | $21,035 | $21.04 | $16,828 | $16.83 | $26,252 | $26 | $21,877 | $22 | $17,501 | $18 |

# X. Building Permits - New Construction (Plan Check & Inspections)

Combined plan check and inspection fees for new construction are based on occupancy group, description, and project square footage using the following methodology and tables. These permits include mechanical, plumbing, and electrical. There are additional permit fees to be added in Section VI.

Combined plan check and inspection permit fees for a new 6,000 sq ft A-2 church of Type I FR Construction would be $23,902 for the first 5,000 sq ft, plus $78 for each additional 100 sq ft, equalling $780. The total plan check & inspection fee would be $24,682.

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| A-1 | Theater | 2,000 | $31,507 | $65 | $26,255 | $54 | $21,004 | $43 | $32,767 | $68 | $27,306 | $56 | $21,845 | $45 |
| | | 10,000 | $36,714 | $62 | $30,595 | $52 | $24,476 | $42 | $38,183 | $65 | $31,819 | $54 | $25,455 | $43 |
| | | 20,000 | $42,964 | $44 | $35,803 | $37 | $28,643 | $29 | $44,683 | $46 | $37,236 | $38 | $29,788 | $31 |
| | | 40,000 | $51,801 | $56 | $43,168 | $47 | $34,534 | $37 | $53,873 | $58 | $44,894 | $48 | $35,916 | $39 |
| | | 100,000 | $85,302 | $39 | $71,085 | $32 | $56,868 | $26 | $88,714 | $40 | $73,928 | $33 | $59,142 | $27 |
| | | 200,000 | $123,885 | $62 | $103,238 | $52 | $82,590 | $41 | $128,840 | $64 | $107,367 | $54 | $85,894 | $43 |
| A-2 | Church | 1,000 | $19,973 | $75 | $16,644 | $63 | $13,316 | $50 | $20,772 | $78 | $17,310 | $65 | $13,848 | $52 |
| | | 5,000 | $22,983 | $75 | $19,153 | $63 | $15,322 | $50 | $23,902 | $78 | $19,919 | $65 | $15,935 | $52 |
| | | 10,000 | $26,746 | $51 | $22,288 | $42 | $17,831 | $34 | $27,816 | $53 | $23,180 | $44 | $18,544 | $35 |
| | | 20,000 | $31,797 | $75 | $26,498 | $63 | $21,198 | $50 | $33,069 | $78 | $27,558 | $65 | $22,046 | $52 |
| | | 50,000 | $54,378 | $52 | $45,315 | $43 | $36,252 | $34 | $56,553 | $54 | $47,127 | $45 | $37,702 | $36 |
| | | 100,000 | $80,142 | $80 | $66,785 | $67 | $53,428 | $53 | $83,348 | $83 | $69,457 | $69 | $55,565 | $56 |
| A-2.1 | Auditorium | 1,000 | $19,973 | $75 | $16,644 | $63 | $13,316 | $50 | $20,772 | $78 | $17,310 | $65 | $13,848 | $52 |
| | | 5,000 | $22,983 | $75 | $19,153 | $63 | $15,322 | $50 | $23,902 | $78 | $19,919 | $65 | $15,935 | $52 |
| | | 10,000 | $26,746 | $51 | $22,288 | $42 | $17,831 | $34 | $27,816 | $53 | $23,180 | $44 | $18,544 | $35 |
| | | 20,000 | $31,797 | $75 | $26,498 | $63 | $21,198 | $50 | $33,069 | $78 | $27,558 | $65 | $22,046 | $52 |
| | | 50,000 | $54,378 | $52 | $45,315 | $43 | $36,252 | $34 | $56,553 | $54 | $47,127 | $45 | $37,702 | $36 |
| | | 100,000 | $80,142 | $80 | $66,785 | $67 | $53,428 | $53 | $83,348 | $83 | $69,457 | $69 | $55,565 | $56 |
| A-2.1 | Restaurant | 1,000 | $23,821 | $98 | $19,850 | $82 | $15,880 | $66 | $24,773 | $102 | $20,644 | $85 | $16,516 | $68 |
| | | 5,000 | $27,752 | $94 | $23,126 | $79 | $18,501 | $63 | $28,862 | $98 | $24,051 | $82 | $19,241 | $65 |
| | | 10,000 | $32,471 | $67 | $27,059 | $56 | $21,647 | $44 | $33,770 | $69 | $28,141 | $58 | $22,513 | $46 |
| | | 20,000 | $39,145 | $84 | $32,621 | $70 | $26,097 | $56 | $40,711 | $88 | $33,926 | $73 | $27,141 | $59 |
| | | 50,000 | $64,491 | $58 | $53,742 | $49 | $42,994 | $39 | $67,070 | $61 | $55,892 | $51 | $44,713 | $40 |
| | | 100,000 | $93,689 | $94 | $78,074 | $78 | $62,460 | $62 | $97,437 | $97 | $81,197 | $81 | $64,958 | $65 |
| A | All A Tenant Improvements | 500 | $13,071 | $113 | $10,892 | $94 | $8,714 | $75 | $13,594 | $117 | $11,328 | $98 | $9,062 | $78 |
| | | 2,500 | $15,327 | $106 | $12,772 | $89 | $10,218 | $71 | $15,940 | $111 | $13,283 | $92 | $10,627 | $74 |
| | | 5,000 | $17,984 | $77 | $14,987 | $64 | $11,989 | $51 | $18,704 | $80 | $15,586 | $67 | $12,469 | $53 |
| | | 10,000 | $21,832 | $90 | $18,193 | $75 | $14,555 | $60 | $22,705 | $93 | $18,921 | $78 | $15,137 | $62 |
| | | 25,000 | $35,287 | $62 | $29,406 | $52 | $23,525 | $42 | $36,698 | $65 | $30,582 | $54 | $24,466 | $43 |
| | | 50,000 | $50,860 | $102 | $42,384 | $85 | $33,907 | $68 | $52,895 | $106 | $44,079 | $88 | $35,263 | $71 |
| A-3 | Small Assembly Buildings | 500 | $15,613 | $119 | $13,011 | $99 | $10,409 | $79 | $16,238 | $124 | $13,531 | $103 | $10,825 | $82 |
| | | 2,500 | $17,988 | $118 | $14,990 | $99 | $11,992 | $79 | $18,708 | $123 | $15,590 | $102 | $12,472 | $82 |
| | | 5,000 | $20,944 | $80 | $17,453 | $67 | $13,963 | $53 | $21,782 | $83 | $18,151 | $69 | $14,521 | $55 |
| | | 10,000 | $24,937 | $117 | $20,781 | $97 | $16,625 | $78 | $25,934 | $122 | $21,612 | $101 | $17,290 | $81 |
| | | 25,000 | $42,481 | $80 | $35,401 | $67 | $28,320 | $53 | $44,180 | $83 | $36,817 | $70 | $29,453 | $56 |
| | | 50,000 | $62,528 | $125 | $52,107 | $104 | $41,685 | $83 | $65,029 | $130 | $54,191 | $108 | $43,353 | $87 |
| B | Banks | 1,000 | $16,288 | $67 | $13,574 | $56 | $10,859 | $45 | $16,940 | $70 | $14,117 | $58 | $11,293 | $47 |
| | | 5,000 | $18,984 | $65 | $15,820 | $54 | $12,656 | $43 | $19,743 | $67 | $16,453 | $56 | $13,162 | $45 |
| | | 10,000 | $22,216 | $46 | $18,514 | $38 | $14,811 | $31 | $23,105 | $48 | $19,254 | $40 | $15,403 | $32 |
| | | 20,000 | $26,793 | $58 | $22,328 | $48 | $17,862 | $38 | $27,865 | $60 | $23,221 | $50 | $18,577 | $40 |
| | | 50,000 | $44,091 | $40 | $36,742 | $33 | $29,394 | $27 | $45,855 | $41 | $38,212 | $35 | $30,570 | $28 |
| | | 100,000 | $64,016 | $64 | $53,346 | $53 | $42,677 | $43 | $66,576 | $67 | $55,480 | $55 | $44,384 | $44 |
| B | Laundromat | 500 | $18,770 | $154 | $15,642 | $128 | $12,513 | $102 | $19,521 | $160 | $16,268 | $133 | $13,014 | $107 |
| | | 2,500 | $21,843 | $148 | $18,202 | $123 | $14,562 | $99 | $22,716 | $154 | $18,930 | $128 | $15,144 | $103 |
| | | 5,000 | $25,545 | $104 | $21,287 | $87 | $17,030 | $69 | $26,567 | $108 | $22,139 | $90 | $17,711 | $72 |
| | | 10,000 | $30,756 | $134 | $25,630 | $112 | $20,504 | $89 | $31,986 | $139 | $26,655 | $116 | $21,324 | $93 |
| | | 25,000 | $50,846 | $92 | $42,371 | $77 | $33,897 | $62 | $52,879 | $96 | $44,066 | $80 | $35,253 | $64 |
| | | 50,000 | $73,966 | $148 | $61,639 | $123 | $49,311 | $99 | $76,925 | $154 | $64,104 | $128 | $51,283 | $103 |
| B | Medical Office | 500 | $20,766 | $176 | $17,305 | $147 | $13,844 | $117 | $21,597 | $183 | $17,997 | $153 | $14,398 | $122 |
| | | 2,500 | $24,289 | $167 | $20,241 | $139 | $16,193 | $111 | $25,260 | $174 | $21,050 | $145 | $16,840 | $116 |
| | | 5,000 | $28,469 | $120 | $23,724 | $100 | $18,979 | $80 | $29,608 | $125 | $24,673 | $104 | $19,738 | $83 |
| | | 10,000 | $34,465 | $144 | $28,721 | $120 | $22,977 | $96 | $35,843 | $150 | $29,870 | $125 | $23,896 | $100 |
| | | 25,000 | $56,123 | $100 | $46,769 | $83 | $37,415 | $67 | $58,367 | $104 | $48,640 | $87 | $38,912 | $69 |
| | | 50,000 | $81,147 | $162 | $67,623 | $135 | $54,098 | $108 | $84,393 | $169 | $70,328 | $141 | $56,262 | $113 |
| B | Offices | 1,000 | $15,400 | $64 | $12,833 | $53 | $10,267 | $42 | $16,016 | $66 | $13,347 | $55 | $10,677 | $44 |
| | | 5,000 | $17,944 | $61 | $14,953 | $51 | $11,963 | $41 | $18,662 | $64 | $15,552 | $53 | $12,441 | $42 |
| | | 10,000 | $20,998 | $43 | $17,498 | $36 | $13,999 | $29 | $21,838 | $45 | $18,198 | $37 | $14,558 | $30 |
| | | 20,000 | $25,315 | $55 | $21,096 | $45 | $16,877 | $36 | $26,328 | $57 | $21,940 | $47 | $17,552 | $38 |
| | | 50,000 | $41,693 | $38 | $34,744 | $31 | $27,796 | $25 | $43,361 | $39 | $36,134 | $33 | $28,907 | $26 |
| | | 100,000 | $60,566 | $61 | $50,471 | $50 | $40,377 | $40 | $62,988 | $63 | $52,490 | $52 | $41,992 | $42 |
| B | Office Tenant Improvements | 250 | $9,445 | $150 | $7,871 | $125 | $6,297 | $100 | $9,823 | $156 | $8,186 | $130 | $6,549 | $104 |
| | | 1,250 | $10,944 | $146 | $9,120 | $122 | $7,296 | $98 | $11,381 | $152 | $9,484 | $127 | $7,588 | $102 |
| | | 2,500 | $12,774 | $101 | $10,645 | $84 | $8,516 | $67 | $13,285 | $105 | $11,071 | $88 | $8,857 | $70 |
| | | 5,000 | $15,305 | $138 | $12,754 | $115 | $10,203 | $92 | $15,917 | $143 | $13,264 | $119 | $10,611 | $96 |
| | | 12,500 | $25,635 | $95 | $21,363 | $79 | $17,090 | $63 | $26,661 | $99 | $22,217 | $82 | $17,774 | $66 |
| | | 25,000 | $37,488 | $150 | $31,240 | $125 | $24,992 | $100 | $38,987 | $156 | $32,489 | $130 | $25,991 | $104 |

| UBC Occ. Group | Occupancy Description | Project Size Threshold | Approved FY 2013-14 Construction Types: I FR, II FR Base Cost @ Threshold Size | Approved FY 2013-14 Construction Types: I FR, II FR Cost for Each Additional 100 s.f. * | Approved FY 2013-14 Construction Types: II, III, V - A (1 HR) Base Cost @ Threshold Size | Approved FY 2013-14 Construction Types: II, III, V - A (1 HR) Cost for Each Additional 100 s.f. * | Approved FY 2013-14 Construction Types: II, III, IV, V - B (NR) Base Cost @ Threshold Size | Approved FY 2013-14 Construction Types: II, III, IV, V - B (NR) Cost for Each Additional 100 s.f. * | Proposed FY 2014-15 Construction Types: I FR, II FR Base Cost @ Threshold Size | Proposed FY 2014-15 Construction Types: I FR, II FR Cost for Each Additional 100 s.f. * | Proposed FY 2014-15 Construction Types: II, III, V - A (1 HR) Base Cost @ Threshold Size | Proposed FY 2014-15 Construction Types: II, III, V - A (1 HR) Cost for Each Additional 100 s.f. * | Proposed FY 2014-15 Construction Types: II, III, IV, V - B (NR) Base Cost @ Threshold Size | Proposed FY 2014-15 Construction Types: II, III, IV, V - B (NR) Cost for Each Additional 100 s.f. * |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| E-1 | Preschool/ | 500 | $18,037 | $122 | $15,031 | $102 | $12,025 | $82 | $18,759 | $127 | $15,632 | $106 | $12,506 | $85 |
| | School | 2,500 | $20,483 | $128 | $17,069 | $107 | $13,655 | $86 | $21,302 | $134 | $17,752 | $111 | $14,201 | $89 |
| | | 5,000 | $23,694 | $81 | $19,745 | $67 | $15,796 | $54 | $24,641 | $84 | $20,535 | $70 | $16,428 | $56 |
| | | 10,000 | $27,741 | $144 | $23,118 | $120 | $18,494 | $96 | $28,851 | $150 | $24,042 | $125 | $19,234 | $100 |
| | | 25,000 | $49,389 | $98 | $41,157 | $82 | $32,926 | $65 | $51,364 | $102 | $42,804 | $85 | $34,243 | $68 |
| | | 50,000 | $73,891 | $148 | $61,576 | $123 | $49,261 | $99 | $76,847 | $154 | $64,039 | $128 | $51,231 | $102 |
| E-2 | Preschool/ | 300 | $23,953 | $286 | $19,961 | $239 | $15,968 | $191 | $24,911 | $298 | $20,759 | $248 | $16,607 | $198 |
| | School | 1,500 | $27,387 | $293 | $22,823 | $244 | $18,258 | $195 | $28,483 | $304 | $23,736 | $254 | $18,989 | $203 |
| | | 3,000 | $31,779 | $191 | $26,483 | $159 | $21,186 | $127 | $33,050 | $199 | $27,542 | $166 | $22,034 | $132 |
| | | 6,000 | $37,509 | $310 | $31,257 | $258 | $25,006 | $207 | $39,009 | $322 | $32,507 | $268 | $26,006 | $215 |
| | | 15,000 | $65,389 | $211 | $54,491 | $176 | $43,592 | $141 | $68,004 | $220 | $56,670 | $183 | $45,336 | $146 |
| | | 30,000 | $97,080 | $324 | $80,900 | $270 | $64,720 | $216 | $100,963 | $337 | $84,136 | $280 | $67,309 | $224 |
| E-3 | Daycare | 300 | $28,167 | $381 | $23,473 | $317 | $18,778 | $254 | $29,294 | $396 | $24,412 | $330 | $19,529 | $264 |
| | | 1,500 | $32,736 | $368 | $27,280 | $307 | $21,824 | $246 | $34,046 | $383 | $28,371 | $319 | $22,697 | $255 |
| | | 3,000 | $38,262 | $258 | $31,885 | $215 | $25,508 | $172 | $39,793 | $268 | $33,161 | $224 | $26,529 | $179 |
| | | 6,000 | $46,001 | $337 | $38,334 | $281 | $30,667 | $225 | $47,841 | $351 | $39,868 | $292 | $31,894 | $234 |
| | | 15,000 | $76,341 | $233 | $63,618 | $194 | $50,894 | $155 | $79,395 | $242 | $66,162 | $202 | $52,930 | $161 |
| | | 30,000 | $111,234 | $371 | $92,695 | $309 | $74,156 | $247 | $115,684 | $386 | $96,403 | $321 | $77,122 | $257 |
| F-1 | Commercial/ | 1,000 | $23,417 | $93 | $19,514 | $77 | $15,611 | $62 | $24,353 | $97 | $20,294 | $81 | $16,236 | $64 |
| | Manufacturing | 5,000 | $27,135 | $91 | $22,613 | $76 | $18,090 | $61 | $28,220 | $94 | $23,517 | $79 | $18,814 | $63 |
| | | 10,000 | $31,676 | $63 | $26,396 | $52 | $21,117 | $42 | $32,943 | $65 | $27,452 | $54 | $21,962 | $44 |
| | | 20,000 | $37,960 | $85 | $31,633 | $71 | $25,307 | $57 | $39,478 | $89 | $32,899 | $74 | $26,319 | $59 |
| | | 50,000 | $63,549 | $59 | $52,957 | $49 | $42,366 | $39 | $66,091 | $61 | $55,076 | $51 | $44,061 | $41 |
| | | 100,000 | $92,914 | $93 | $77,428 | $77 | $61,943 | $62 | $96,630 | $97 | $80,525 | $81 | $64,420 | $64 |
| F-2 | Steel Production/ | 1,000 | $23,928 | $94 | $19,940 | $78 | $15,952 | $63 | $24,885 | $98 | $20,737 | $81 | $16,590 | $65 |
| | Fabrication | 5,000 | $27,679 | $92 | $23,066 | $77 | $18,453 | $61 | $28,787 | $96 | $23,989 | $80 | $19,191 | $64 |
| | Industrial/ | 10,000 | $32,285 | $63 | $26,904 | $53 | $21,523 | $42 | $33,576 | $66 | $27,980 | $55 | $22,384 | $44 |
| | Manufacturing | 20,000 | $38,615 | $88 | $32,179 | $73 | $25,743 | $59 | $40,160 | $91 | $33,466 | $76 | $26,773 | $61 |
| | | 50,000 | $64,989 | $60 | $54,158 | $50 | $43,326 | $40 | $67,589 | $63 | $56,324 | $52 | $45,059 | $42 |
| | | 100,000 | $95,209 | $95 | $79,340 | $79 | $63,472 | $63 | $99,017 | $99 | $82,514 | $83 | $66,011 | $66 |
| H-2 | Moderate | 300 | $20,034 | $212 | $16,695 | $177 | $13,356 | $142 | $20,836 | $221 | $17,363 | $184 | $13,890 | $147 |
| | Explosion | 1,500 | $22,582 | $230 | $18,819 | $192 | $15,055 | $153 | $23,486 | $239 | $19,571 | $199 | $15,657 | $160 |
| | Hazard | 3,000 | $26,034 | $139 | $21,695 | $116 | $17,356 | $93 | $27,076 | $145 | $22,563 | $121 | $18,051 | $97 |
| | | 6,000 | $30,212 | $276 | $25,177 | $230 | $20,141 | $184 | $31,420 | $287 | $26,184 | $239 | $20,947 | $191 |
| | | 15,000 | $55,031 | $186 | $45,859 | $155 | $36,688 | $124 | $57,233 | $194 | $47,694 | $162 | $38,155 | $129 |
| | | 30,000 | $82,996 | $277 | $69,163 | $231 | $55,330 | $184 | $86,316 | $288 | $71,930 | $240 | $57,544 | $192 |
| H-3 | High | 300 | $20,034 | $212 | $16,695 | $177 | $13,356 | $142 | $20,836 | $221 | $17,363 | $184 | $13,890 | $147 |
| | Fire | 1,500 | $22,582 | $230 | $18,819 | $192 | $15,055 | $153 | $23,486 | $239 | $19,571 | $199 | $15,657 | $160 |
| | Hazard | 3,000 | $26,034 | $139 | $21,695 | $116 | $17,356 | $93 | $27,076 | $145 | $22,563 | $121 | $18,051 | $97 |
| | | 6,000 | $30,212 | $276 | $25,177 | $230 | $20,141 | $184 | $31,420 | $287 | $26,184 | $239 | $20,947 | $191 |
| | | 15,000 | $55,031 | $186 | $45,859 | $155 | $36,688 | $124 | $57,233 | $194 | $47,694 | $162 | $38,155 | $129 |
| | | 30,000 | $82,996 | $277 | $69,163 | $231 | $55,330 | $184 | $86,316 | $288 | $71,930 | $240 | $57,544 | $192 |
| H-4 | Repair Garage | 300 | $17,299 | $203 | $14,416 | $169 | $11,533 | $135 | $17,991 | $211 | $14,992 | $176 | $11,994 | $141 |
| | | 1,500 | $19,737 | $210 | $16,447 | $175 | $13,158 | $140 | $20,526 | $218 | $17,105 | $182 | $13,684 | $145 |
| | | 3,000 | $22,880 | $135 | $19,067 | $113 | $15,253 | $90 | $23,795 | $141 | $19,829 | $117 | $15,863 | $94 |
| | | 6,000 | $26,936 | $226 | $22,447 | $188 | $17,957 | $151 | $28,013 | $235 | $23,345 | $196 | $18,676 | $157 |
| | | 15,000 | $47,271 | $154 | $39,393 | $128 | $31,514 | $103 | $49,162 | $160 | $40,968 | $133 | $32,775 | $107 |
| | | 30,000 | $70,352 | $235 | $58,627 | $195 | $46,902 | $156 | $73,167 | $244 | $60,972 | $203 | $48,778 | $163 |
| H-7 | Health | 300 | $20,365 | $220 | $16,971 | $183 | $13,577 | $146 | $21,180 | $229 | $17,650 | $190 | $14,120 | $152 |
| | Hazard | 1,500 | $23,002 | $236 | $19,168 | $197 | $15,335 | $157 | $23,922 | $246 | $19,935 | $205 | $15,948 | $164 |
| | Materials | 3,000 | $26,543 | $145 | $22,119 | $120 | $17,696 | $96 | $27,605 | $150 | $23,004 | $125 | $18,403 | $100 |
| | | 6,000 | $30,879 | $278 | $25,732 | $232 | $20,586 | $185 | $32,114 | $289 | $26,761 | $241 | $21,409 | $193 |
| | | 15,000 | $55,891 | $188 | $46,576 | $157 | $37,260 | $125 | $58,126 | $196 | $48,439 | $163 | $38,751 | $130 |
| | | 30,000 | $84,107 | $280 | $70,089 | $234 | $56,071 | $187 | $87,471 | $292 | $72,892 | $243 | $58,314 | $194 |
| I-1.1 | Nursery | 500 | $20,253 | $152 | $16,877 | $127 | $13,502 | $101 | $21,063 | $158 | $17,552 | $132 | $14,042 | $105 |
| | Full-Time (5+) | 2,500 | $23,294 | $152 | $19,411 | $127 | $15,529 | $102 | $24,225 | $158 | $20,188 | $132 | $16,150 | $106 |
| | | 5,000 | $27,101 | $102 | $22,584 | $85 | $18,067 | $68 | $28,185 | $106 | $23,488 | $88 | $18,790 | $71 |
| | | 10,000 | $32,204 | $153 | $26,837 | $127 | $21,469 | $102 | $33,492 | $159 | $27,910 | $133 | $22,328 | $106 |
| | | 25,000 | $55,145 | $105 | $45,954 | $87 | $36,764 | $70 | $57,351 | $109 | $47,793 | $91 | $38,234 | $73 |
| | | 50,000 | $81,329 | $163 | $67,774 | $136 | $54,220 | $108 | $84,582 | $169 | $70,485 | $141 | $56,388 | $113 |
| I-1.2 | Health Care | 500 | $20,253 | $152 | $16,877 | $127 | $13,502 | $101 | $21,063 | $158 | $17,552 | $132 | $14,042 | $105 |
| | Centers | 2,500 | $23,294 | $152 | $19,411 | $127 | $15,529 | $102 | $24,225 | $158 | $20,188 | $132 | $16,150 | $106 |
| | | 5,000 | $27,101 | $102 | $22,584 | $85 | $18,067 | $68 | $28,185 | $106 | $23,488 | $88 | $18,790 | $71 |
| | | 10,000 | $32,204 | $153 | $26,837 | $127 | $21,469 | $102 | $33,492 | $159 | $27,910 | $133 | $22,328 | $106 |
| | | 25,000 | $55,145 | $105 | $45,954 | $87 | $36,764 | $70 | $57,351 | $109 | $47,793 | $91 | $38,234 | $73 |
| | | 50,000 | $81,329 | $163 | $67,774 | $136 | $54,220 | $108 | $84,582 | $169 | $70,485 | $141 | $56,388 | $113 |
| I-2 | Nursing Home/ | 500 | $21,317 | $156 | $17,764 | $130 | $14,211 | $104 | $22,170 | $162 | $18,475 | $135 | $14,780 | $108 |
| | Assisted Living / | 2,500 | $24,428 | $158 | $20,356 | $132 | $16,285 | $105 | $25,405 | $164 | $21,171 | $137 | $16,937 | $109 |
| | Convalescent | 5,000 | $28,373 | $104 | $23,645 | $87 | $18,916 | $69 | $29,508 | $108 | $24,590 | $90 | $19,672 | $72 |
| | Hospital | 10,000 | $33,573 | $164 | $27,978 | $136 | $22,382 | $109 | $34,916 | $170 | $29,097 | $142 | $23,277 | $114 |
| | | 25,000 | $58,136 | $112 | $48,447 | $93 | $38,758 | $75 | $60,462 | $116 | $50,385 | $97 | $40,308 | $78 |
| | | 50,000 | $86,109 | $172 | $71,757 | $144 | $57,406 | $115 | $89,553 | $179 | $74,628 | $149 | $59,702 | $119 |

# X. Building Permits - New Construction (Plan Check and Inspections) (continued)

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| M | Stores (Retail) | 1,000 | $19,783 | $80 | $16,485 | $67 | $13,188 | $54 | $20,574 | $84 | $17,145 | $70 | $13,716 | $56 |
| | | 5,000 | $22,997 | $78 | $19,164 | $65 | $15,331 | $52 | $23,917 | $81 | $19,931 | $67 | $15,945 | $54 |
| | | 10,000 | $26,882 | $54 | $22,402 | $45 | $17,922 | $36 | $27,958 | $57 | $23,298 | $47 | $18,638 | $38 |
| | | 20,000 | $32,328 | $71 | $26,940 | $59 | $21,552 | $47 | $33,621 | $74 | $28,018 | $62 | $22,414 | $49 |
| | | 50,000 | $53,620 | $49 | $44,683 | $41 | $35,747 | $33 | $55,765 | $51 | $46,471 | $42 | $37,177 | $34 |
| | | 100,000 | $78,081 | $78 | $65,067 | $65 | $52,054 | $52 | $81,204 | $81 | $67,670 | $68 | $54,136 | $54 |
| M | Market | 500 | $17,974 | $147 | $14,978 | $123 | $11,982 | $98 | $18,693 | $153 | $15,577 | $128 | $12,462 | $102 |
| | | 2,500 | $20,919 | $142 | $17,432 | $118 | $13,946 | $95 | $21,756 | $148 | $18,130 | $123 | $14,504 | $98 |
| | | 5,000 | $24,465 | $100 | $20,387 | $83 | $16,310 | $67 | $25,443 | $104 | $21,203 | $87 | $16,962 | $69 |
| | | 10,000 | $29,460 | $128 | $24,550 | $107 | $19,640 | $85 | $30,638 | $133 | $25,532 | $111 | $20,426 | $89 |
| | | 25,000 | $48,684 | $89 | $40,570 | $74 | $32,456 | $59 | $50,632 | $92 | $42,193 | $77 | $33,755 | $61 |
| | | 50,000 | $70,821 | $142 | $59,017 | $118 | $47,214 | $94 | $73,654 | $147 | $61,378 | $123 | $49,102 | $98 |
| M | Retail Tenant | 500 | $11,292 | $89 | $9,410 | $74 | $7,528 | $59 | $11,744 | $92 | $9,787 | $77 | $7,829 | $62 |
| | Improvements | 2,500 | $13,070 | $87 | $10,892 | $73 | $8,713 | $58 | $13,593 | $91 | $11,328 | $76 | $9,062 | $60 |
| | | 5,000 | $15,249 | $60 | $12,708 | $50 | $10,166 | $40 | $15,859 | $62 | $13,216 | $52 | $10,573 | $42 |
| | | 10,000 | $18,249 | $83 | $15,208 | $69 | $12,166 | $55 | $18,979 | $86 | $15,816 | $72 | $12,653 | $57 |
| | | 25,000 | $30,663 | $57 | $25,552 | $47 | $20,442 | $38 | $31,889 | $59 | $26,574 | $49 | $21,259 | $39 |
| | | 50,000 | $44,886 | $90 | $37,405 | $75 | $29,924 | $60 | $46,682 | $93 | $38,901 | $78 | $31,121 | $62 |
| R-1 | Apartment | 1,000 | $27,036 | $105 | $22,530 | $87 | $18,024 | $70 | $28,118 | $109 | $23,432 | $91 | $18,745 | $73 |
| | Building | 5,000 | $31,233 | $104 | $26,028 | $86 | $20,822 | $69 | $32,483 | $108 | $27,069 | $90 | $21,655 | $72 |
| | | 10,000 | $36,409 | $71 | $30,341 | $59 | $24,273 | $47 | $37,865 | $74 | $31,555 | $61 | $25,244 | $49 |
| | | 20,000 | $43,483 | $100 | $36,236 | $83 | $28,989 | $67 | $45,223 | $104 | $37,685 | $87 | $30,148 | $69 |
| | | 50,000 | $73,480 | $69 | $61,233 | $57 | $48,986 | $46 | $76,419 | $71 | $63,682 | $60 | $50,946 | $48 |
| | | 100,000 | $107,806 | $108 | $89,838 | $90 | $71,871 | $72 | $112,118 | $112 | $93,432 | $93 | $74,745 | $75 |
| R-1 | Apartment | 1,000 | $13,069 | $82 | $10,891 | $69 | $8,712 | $55 | $13,591 | $86 | $11,326 | $71 | $9,061 | $57 |
| | Building - | 5,000 | $16,358 | $67 | $13,632 | $56 | $10,906 | $45 | $17,013 | $70 | $14,177 | $58 | $11,342 | $47 |
| | Repeat Unit | 10,000 | $19,721 | $58 | $16,434 | $48 | $13,147 | $39 | $20,509 | $60 | $17,091 | $50 | $13,673 | $40 |
| | | 20,000 | $25,524 | $29 | $21,270 | $24 | $17,016 | $19 | $26,545 | $30 | $22,121 | $25 | $17,697 | $20 |
| | | 50,000 | $34,200 | $22 | $28,500 | $18 | $22,800 | $15 | $35,568 | $23 | $29,640 | $19 | $23,712 | $15 |
| | | 100,000 | $45,135 | $45 | $37,613 | $38 | $30,090 | $30 | $46,941 | $47 | $39,117 | $39 | $31,294 | $31 |
| R-1 | Hotel/ | 5,000 | $37,947 | $32 | $31,623 | $27 | $25,298 | $21 | $39,465 | $33 | $32,888 | $28 | $26,310 | $22 |
| | Motel | 25,000 | $44,348 | $30 | $36,957 | $25 | $29,565 | $20 | $46,122 | $32 | $38,435 | $26 | $30,748 | $21 |
| | | 50,000 | $51,956 | $22 | $43,297 | $18 | $34,638 | $15 | $54,035 | $23 | $45,029 | $19 | $36,023 | $15 |
| | | 100,000 | $62,845 | $27 | $52,371 | $22 | $41,896 | $18 | $65,358 | $28 | $54,465 | $23 | $43,572 | $18 |
| | | 250,000 | $102,631 | $18 | $85,526 | $15 | $68,421 | $12 | $106,736 | $19 | $88,947 | $16 | $71,157 | $13 |
| | | 500,000 | $148,526 | $30 | $123,772 | $25 | $99,017 | $20 | $154,467 | $31 | $128,723 | $26 | $102,978 | $21 |
| R-3 | Dwellings | 1,500 | $17,152 | $375 | $14,293 | $313 | $11,435 | $250 | $17,838 | $390 | $14,865 | $325 | $11,892 | $260 |
| | Custom, Models, | 2,500 | $20,905 | $140 | $17,420 | $117 | $13,936 | $93 | $21,741 | $145 | $18,117 | $121 | $14,494 | $97 |
| | First Master Plan | 4,000 | $23,002 | $407 | $19,168 | $339 | $15,335 | $271 | $23,922 | $423 | $19,935 | $353 | $15,948 | $282 |
| | | 5,000 | $27,071 | $219 | $22,559 | $182 | $18,047 | $146 | $28,154 | $227 | $23,462 | $189 | $18,769 | $152 |
| | | 7,500 | $32,537 | $203 | $27,114 | $170 | $21,691 | $136 | $33,839 | $212 | $28,199 | $176 | $22,559 | $141 |
| | | 10,000 | $37,624 | $376 | $31,353 | $314 | $25,083 | $251 | $39,129 | $391 | $32,608 | $326 | $26,086 | $261 |
| R-3 | Dwellings - | 1,500 | $9,711 | $223 | $8,092 | $186 | $6,474 | $148 | $10,099 | $232 | $8,416 | $193 | $6,733 | $154 |
| | Production Phase | 2,500 | $11,937 | $106 | $9,948 | $88 | $7,958 | $71 | $12,415 | $110 | $10,346 | $92 | $8,276 | $73 |
| | of Master Plan | 4,000 | $13,526 | $178 | $11,271 | $148 | $9,017 | $119 | $14,067 | $185 | $11,722 | $154 | $9,378 | $123 |
| | Repeat Unit | 5,000 | $15,305 | $130 | $12,754 | $108 | $10,203 | $86 | $15,917 | $135 | $13,264 | $112 | $10,611 | $90 |
| | | 7,500 | $18,546 | $122 | $15,455 | $102 | $12,364 | $81 | $19,288 | $127 | $16,073 | $106 | $12,859 | $85 |
| | | 10,000 | $21,596 | $216 | $17,997 | $180 | $14,398 | $144 | $22,460 | $225 | $18,717 | $187 | $14,974 | $150 |
| R-3 | Dwellings - | 1,500 | $21,833 | $537 | $18,194 | $447 | $14,555 | $358 | $22,706 | $558 | $18,922 | $465 | $15,137 | $372 |
| | Alternative | 2,500 | $27,198 | $162 | $22,665 | $135 | $18,132 | $108 | $28,286 | $168 | $23,572 | $140 | $18,857 | $112 |
| | Materials | 4,000 | $29,625 | $495 | $24,688 | $413 | $19,750 | $330 | $30,810 | $515 | $25,675 | $429 | $20,540 | $343 |
| | | 5,000 | $34,578 | $250 | $28,815 | $208 | $23,052 | $167 | $35,961 | $260 | $29,967 | $217 | $23,974 | $173 |
| | | 7,500 | $40,829 | $265 | $34,024 | $221 | $27,220 | $176 | $42,462 | $275 | $35,385 | $229 | $28,308 | $184 |
| | | 10,000 | $47,448 | $474 | $39,540 | $395 | $31,632 | $316 | $49,346 | $493 | $41,122 | $411 | $32,897 | $329 |
| R - 2.1, | Group Care, | 1,000 | $26,557 | $89 | $22,131 | $74 | $17,705 | $59 | $27,619 | $92 | $23,016 | $77 | $18,413 | $62 |
| 2.3 & | Non-Amb. (6+) | 5,000 | $30,112 | $94 | $25,093 | $78 | $20,075 | $63 | $31,316 | $98 | $26,097 | $81 | $20,878 | $65 |
| 6.1 | | 10,000 | $34,809 | $59 | $29,008 | $49 | $23,206 | $39 | $36,201 | $61 | $30,168 | $51 | $24,134 | $41 |
| | | 20,000 | $40,682 | $107 | $33,902 | $89 | $27,121 | $71 | $42,309 | $111 | $35,258 | $93 | $28,206 | $74 |
| | | 50,000 | $72,760 | $73 | $60,633 | $60 | $48,506 | $48 | $75,670 | $75 | $63,058 | $63 | $50,447 | $50 |
| | | 100,000 | $109,025 | $109 | $90,854 | $91 | $72,683 | $73 | $113,386 | $113 | $94,488 | $94 | $75,590 | $76 |
| R-2.2 & | Group Care, | 1,000 | $26,557 | $89 | $22,131 | $74 | $17,705 | $59 | $27,619 | $92 | $23,016 | $77 | $18,413 | $62 |
| 6.2 | Ambulatory (6+) | 5,000 | $30,112 | $94 | $25,093 | $78 | $20,075 | $63 | $31,316 | $98 | $26,097 | $81 | $20,878 | $65 |
| | | 10,000 | $34,809 | $59 | $29,008 | $49 | $23,206 | $39 | $36,201 | $61 | $30,168 | $51 | $24,134 | $41 |
| | | 20,000 | $40,682 | $107 | $33,902 | $89 | $27,121 | $71 | $42,309 | $111 | $35,258 | $93 | $28,206 | $74 |
| | | 50,000 | $72,760 | $73 | $60,633 | $60 | $48,506 | $48 | $75,670 | $75 | $63,058 | $63 | $50,447 | $50 |
| | | 100,000 | $109,025 | $109 | $90,854 | $91 | $72,683 | $73 | $113,386 | $113 | $94,488 | $94 | $75,590 | $76 |
| R-2.1.1 | Group Care, | 700 | $31,771 | $145 | $26,476 | $121 | $21,181 | $97 | $33,042 | $151 | $27,535 | $126 | $22,028 | $101 |
| 2.3.1 & | Non-Amb. (1-5) | 3,500 | $35,831 | $157 | $29,860 | $131 | $23,888 | $105 | $37,265 | $163 | $31,054 | $136 | $24,843 | $109 |
| 6.1.1 | | 7,000 | $41,320 | $95 | $34,433 | $79 | $27,547 | $63 | $42,973 | $99 | $35,811 | $82 | $28,649 | $66 |
| | | 14,000 | $47,982 | $187 | $39,985 | $156 | $31,988 | $125 | $49,901 | $194 | $41,585 | $162 | $33,268 | $130 |
| | | 35,000 | $87,254 | $126 | $72,712 | $105 | $58,169 | $84 | $90,744 | $131 | $75,620 | $110 | $60,496 | $88 |
| | | 70,000 | $131,497 | $188 | $109,581 | $157 | $87,665 | $125 | $136,757 | $195 | $113,964 | $163 | $91,171 | $130 |
| R-2.2.1 | Group Care, | 700 | $31,771 | $145 | $26,476 | $121 | $21,181 | $97 | $33,042 | $151 | $27,535 | $126 | $22,028 | $101 |
| & 6.2.1 | Non-Amb. (1-5) | 3,500 | $35,831 | $157 | $29,860 | $131 | $23,888 | $105 | $37,265 | $163 | $31,054 | $136 | $24,843 | $109 |
| | | 7,000 | $41,320 | $95 | $34,433 | $79 | $27,547 | $63 | $42,973 | $99 | $35,811 | $82 | $28,649 | $66 |
| | | 14,000 | $47,982 | $187 | $39,985 | $156 | $31,988 | $125 | $49,901 | $194 | $41,585 | $162 | $33,268 | $130 |
| | | 35,000 | $87,254 | $126 | $72,712 | $105 | $58,169 | $84 | $90,744 | $131 | $75,620 | $110 | $60,496 | $88 |
| | | 70,000 | $131,497 | $188 | $109,581 | $157 | $87,665 | $125 | $136,757 | $195 | $113,964 | $163 | $91,171 | $130 |

| | | | Approved FY 2013-14 | | | | | | Proposed FY 2014-15 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | | Construction Types: I FR, II FR | | Construction Types: II, III, V - A (1 HR) | | Construction Types: II, III, IV, V - B (NR) | |
| UBC Occ. Group | Occupancy Description | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f. * |
| * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | | | | | | | | |
| S-1 | Moderate | 1,000 | $15,041 | $60 | $12,534 | $50 | $10,027 | $40 | $15,643 | $63 | $13,036 | $52 | $10,429 | $42 |
| | Hazard | 5,000 | $17,454 | $59 | $14,545 | $49 | $11,636 | $39 | $18,152 | $61 | $15,126 | $51 | $12,101 | $41 |
| | Storage | 10,000 | $20,387 | $41 | $16,989 | $34 | $13,591 | $27 | $21,202 | $42 | $17,669 | $35 | $14,135 | $28 |
| | | 20,000 | $24,467 | $54 | $20,389 | $45 | $16,311 | $36 | $25,446 | $57 | $21,205 | $47 | $16,964 | $38 |
| | | 50,000 | $40,799 | $38 | $33,999 | $31 | $27,199 | $25 | $42,431 | $39 | $35,359 | $33 | $28,287 | $26 |
| | | 100,000 | $59,553 | $60 | $49,627 | $50 | $39,702 | $40 | $61,935 | $62 | $51,612 | $52 | $41,290 | $41 |
| S-1 | Mini Storage | 1,000 | $14,956 | $60 | $12,463 | $50 | $9,971 | $40 | $15,554 | $63 | $12,962 | $52 | $10,370 | $42 |
| | | 5,000 | $17,363 | $58 | $14,469 | $49 | $11,576 | $39 | $18,058 | $61 | $15,048 | $51 | $12,039 | $41 |
| | | 10,000 | $20,286 | $41 | $16,905 | $34 | $13,524 | $27 | $21,097 | $42 | $17,581 | $35 | $14,065 | $28 |
| | | 20,000 | $24,356 | $54 | $20,297 | $45 | $16,237 | $36 | $25,330 | $56 | $21,109 | $47 | $16,887 | $37 |
| | | 50,000 | $40,554 | $37 | $33,795 | $31 | $27,036 | $25 | $42,176 | $39 | $35,147 | $32 | $28,117 | $26 |
| | | 100,000 | $59,173 | $59 | $49,311 | $49 | $39,449 | $39 | $61,540 | $62 | $51,283 | $51 | $41,027 | $41 |
| S-2 | Low Hazard | 1,000 | $18,695 | $75 | $15,579 | $63 | $12,463 | $50 | $19,443 | $78 | $16,202 | $65 | $12,962 | $52 |
| | Storage | 5,000 | $21,704 | $73 | $18,087 | $61 | $14,469 | $49 | $22,572 | $76 | $18,810 | $63 | $15,048 | $51 |
| | | 10,000 | $25,357 | $51 | $21,131 | $42 | $16,905 | $34 | $26,371 | $53 | $21,976 | $44 | $17,581 | $35 |
| | | 20,000 | $30,445 | $67 | $25,371 | $56 | $20,297 | $45 | $31,663 | $70 | $26,386 | $58 | $21,109 | $47 |
| | | 50,000 | $50,692 | $47 | $42,244 | $39 | $33,795 | $31 | $52,720 | $48 | $43,933 | $40 | $35,147 | $32 |
| | | 100,000 | $73,966 | $74 | $61,639 | $62 | $49,311 | $49 | $76,925 | $77 | $64,104 | $64 | $51,283 | $51 |
| S-3 | Repair Garage | 500 | $20,718 | $157 | $17,265 | $131 | $13,812 | $105 | $21,547 | $163 | $17,956 | $136 | $14,364 | $109 |
| | (not H-4) | 2,500 | $23,858 | $157 | $19,882 | $130 | $15,905 | $104 | $24,812 | $163 | $20,677 | $136 | $16,542 | $109 |
| | | 5,000 | $27,772 | $106 | $23,144 | $88 | $18,515 | $70 | $28,883 | $110 | $24,069 | $91 | $19,256 | $73 |
| | | 10,000 | $33,050 | $156 | $27,542 | $130 | $22,034 | $104 | $34,372 | $162 | $28,644 | $135 | $22,915 | $108 |
| | | 25,000 | $56,385 | $107 | $46,987 | $89 | $37,590 | $71 | $58,640 | $111 | $48,867 | $92 | $39,093 | $74 |
| | | 50,000 | $83,036 | $166 | $69,197 | $138 | $55,358 | $111 | $86,358 | $173 | $71,965 | $144 | $57,572 | $115 |
| S-3 | Motor Vehicle | 1,000 | $15,893 | $62 | $13,244 | $51 | $10,595 | $41 | $16,529 | $64 | $13,774 | $53 | $11,019 | $43 |
| | Fuel Dispensing | 5,000 | $18,361 | $61 | $15,301 | $51 | $12,241 | $41 | $19,096 | $63 | $15,913 | $53 | $12,730 | $42 |
| | (including canopy) | 10,000 | $21,405 | $42 | $17,837 | $35 | $14,270 | $28 | $22,261 | $43 | $18,551 | $36 | $14,840 | $29 |
| | | 20,000 | $25,562 | $59 | $21,302 | $49 | $17,041 | $39 | $26,584 | $61 | $22,154 | $51 | $17,723 | $41 |
| | | 50,000 | $43,189 | $40 | $35,991 | $34 | $28,793 | $27 | $44,916 | $42 | $37,430 | $35 | $29,944 | $28 |
| | | 100,000 | $63,367 | $63 | $52,806 | $53 | $42,245 | $42 | $65,902 | $66 | $54,918 | $55 | $43,934 | $44 |
| S-3 | Open Parking | 2,000 | $23,271 | $42 | $19,392 | $35 | $15,514 | $28 | $24,202 | $44 | $20,168 | $36 | $16,134 | $29 |
| | Garage | 10,000 | $26,629 | $43 | $22,191 | $36 | $17,752 | $29 | $27,694 | $45 | $23,078 | $37 | $18,463 | $30 |
| | | 20,000 | $30,908 | $28 | $25,757 | $23 | $20,605 | $19 | $32,144 | $29 | $26,787 | $24 | $21,430 | $19 |
| | | 40,000 | $36,513 | $45 | $30,428 | $37 | $24,342 | $30 | $37,974 | $47 | $31,645 | $39 | $25,316 | $31 |
| | | 100,000 | $63,509 | $31 | $52,924 | $26 | $42,340 | $20 | $66,050 | $32 | $55,041 | $27 | $44,033 | $21 |
| | | 200,000 | $94,196 | $47 | $78,496 | $39 | $62,797 | $31 | $97,964 | $49 | $81,636 | $41 | $65,309 | $33 |
| S-4 | Enclosed Parking | 2,000 | $22,408 | $43 | $18,672 | $36 | $14,939 | $29 | $23,304 | $44 | $19,419 | $37 | $15,537 | $30 |
| | Garage | 10,000 | $25,829 | $43 | $21,523 | $35 | $17,220 | $28 | $26,862 | $44 | $22,384 | $37 | $17,909 | $29 |
| | | 20,000 | $30,080 | $29 | $25,065 | $24 | $20,054 | $19 | $31,283 | $30 | $26,068 | $25 | $20,856 | $20 |
| | | 40,000 | $35,835 | $42 | $29,861 | $35 | $23,891 | $28 | $37,269 | $44 | $31,056 | $36 | $24,847 | $29 |
| | | 100,000 | $60,956 | $29 | $50,795 | $24 | $40,639 | $19 | $63,394 | $30 | $52,826 | $25 | $42,265 | $20 |
| | | 200,000 | $89,654 | $45 | $74,708 | $37 | $59,772 | $30 | $93,240 | $47 | $77,697 | $39 | $62,163 | $31 |
| | Other Tenant | 250 | $9,445 | $150 | $7,871 | $125 | $6,297 | $100 | $9,823 | $156 | $8,186 | $130 | $6,549 | $104 |
| | Improvements | 1,250 | $10,944 | $146 | $9,120 | $122 | $7,296 | $98 | $11,381 | $152 | $9,484 | $127 | $7,588 | $102 |
| | (not Office/Retail) | 2,500 | $12,774 | $101 | $10,645 | $84 | $8,516 | $67 | $13,285 | $105 | $11,071 | $88 | $8,857 | $70 |
| | | 5,000 | $15,305 | $138 | $12,754 | $115 | $10,203 | $92 | $15,917 | $143 | $13,264 | $119 | $10,611 | $96 |
| | | 12,500 | $25,635 | $95 | $21,363 | $79 | $17,090 | $63 | $26,661 | $99 | $22,217 | $82 | $17,774 | $66 |
| | | 25,000 | $37,488 | $150 | $31,240 | $125 | $24,992 | $100 | $38,987 | $156 | $32,489 | $130 | $25,991 | $104 |
| **SHELL BUILDINGS** | | | | | | | | | | | | | | |
| | All Shell | 1,000 | $16,351 | $65 | $13,626 | $54 | $10,901 | $43 | $17,005 | $68 | $14,171 | $56 | $11,337 | $45 |
| | Buildings | 5,000 | $18,948 | $63 | $15,790 | $53 | $12,632 | $42 | $19,705 | $66 | $16,421 | $55 | $13,137 | $44 |
| | | 10,000 | $22,117 | $44 | $18,431 | $37 | $14,744 | $29 | $23,001 | $46 | $19,168 | $38 | $15,334 | $30 |
| | | 20,000 | $26,500 | $60 | $22,084 | $50 | $17,667 | $40 | $27,560 | $62 | $22,967 | $52 | $18,374 | $41 |
| | | 50,000 | $44,382 | $41 | $36,985 | $34 | $29,588 | $27 | $46,157 | $43 | $38,464 | $36 | $30,771 | $28 |
| | | 100,000 | $64,886 | $65 | $54,072 | $54 | $43,257 | $43 | $67,482 | $67 | $56,235 | $56 | $44,988 | $45 |

# XI. Miscellaneous Building Permit Fees

The following permit fee table includes fees for miscellaneous projects other than new construction, such as remodels, additions, repairs, reroofs, decks, carports, patio rooms, and retaining walls. It also includes additional miscellaneous fees that apply to all building permits, including new construction.

A plan check fee of 50% will be charged at the time of submittal.

| | | Approved FY 2013-14 | | | Proposed FY 2014-15 | | |
|---|---|---|---|---|---|---|---|
| Item | Unit | Intake and Plan Check | Inspection | Permit Fees | Intake and Plan Check | Inspection | Permit Fees |
| Standard Hourly Rate | hour | | | $153 | | | $159 |
| | | | | | | | |
| **MISCELLANEOUS PROJECTS** | | | | | | | |
| Antenna(ie res HAM or CB) | each | $510 | $558 | $1,068 | $530 | $581 | $1,111 |
| Cellular/Mobile Phone | | | | | | | |
| Equipment Container/Building (PreFab) | each | $510 | $913 | $1,423 | $530 | $950 | $1,480 |
| Cellular/Mobile Phone, free-standing | each | $708 | $1,065 | $1,773 | $736 | $1,108 | $1,844 |
| Cellular/Mobile Phone, co-location | each | $510 | $913 | $1,423 | $530 | $950 | $1,480 |
| Awning or Canopy | each | $264 | $114 | $378 | $275 | $119 | $393 |
| Balcony addition | each | $264 | $190 | $454 | $275 | $198 | $472 |
| Carport | each | $264 | $306 | $570 | $275 | $318 | $593 |
| Change or Assigned Address Request | each | $264 | $38 | $302 | $275 | $40 | $314 |
| Change of Occupancy | each | $495 | $153 | $648 | $514 | $159 | $673 |
| Close Existing Openings | each | $264 | $153 | $417 | $275 | $159 | $434 |
| Commercial Coach (per unit) | each unit | $723 | $457 | $1,179 | $752 | $475 | $1,226 |
| Commercial Vapor Recovery Systems | each | | | $986 | | | $1,025 |
| Covered Porch | each | $264 | $230 | $494 | $275 | $239 | $514 |
| Deck - New | | | | | | | |
| <100 sq ft | each | $188 | $230 | $418 | $196 | $239 | $435 |
| 101-500 sq ft | each | $264 | $307 | $571 | $275 | $319 | $594 |
| 501+ sq ft | each 500 sq ft | $77 | $77 | $154 | $80 | $80 | $160 |
| Deck Repair ( up to 25% of orig sq ft) | | | | | | | |
| <100 sq ft | each | $188 | $153 | $341 | $196 | $159 | $355 |
| 101-500 sq ft | each | $264 | $230 | $494 | $275 | $239 | $514 |
| 501+ sq ft | each 500 sq ft | $77 | $77 | $154 | $80 | $80 | $160 |
| Demolition | | | | | | | |
| Pre-Demolition Inspection | each | $185 | $77 | $262 | $192 | $80 | $272 |
| Demolition Inspection | each | $114 | $77 | $191 | $119 | $80 | $199 |
| Door | | | | | | | |
| New door (non structural-replacement) | each | $0 | $76 | $76 | | $79 | $79 |
| New door (structural shear wall/masonry) | each | $77 | $77 | $154 | $80 | $80 | $160 |
| Residential Drainage | | | | | | | |
| French Drain/ Sump Pump | each | | | $419 | | | $436 |
| Driveway Replacement | | | | | | | |
| Concrete/Pavers | each | | | $155 | | | $161 |
| Dry Rot/Termite Repair (Minor) | each | $264 | $306 | $570 | $275 | $318 | $593 |
| Fence or Freestanding Wall (6-10' non-masonry) | | | | | | | |
| <100 lf | up to 100 lf | $266 | $76 | $342 | $277 | $79 | $356 |
| Each additional 100 lf | each 100 lf | $38 | $38 | $76 | $40 | $40 | $79 |
| Fence or Freestanding Wall (<10' masonry) | | | | | | | |
| <100 lf | up to 100 lf | $264 | $306 | $570 | $275 | $318 | $593 |
| Each additional 100 lf | each 100 lf | $38 | $77 | $115 | $40 | $80 | $120 |
| Fireplace | | | | | | | |
| Masonry | each | $264 | $306 | $570 | $275 | $318 | $593 |
| Pre-Fabricated/Metal | each | $264 | $230 | $494 | $275 | $239 | $514 |
| Demo | each | | | $306 | | | $318 |
| Flag pole | each | $264 | $153 | $417 | $275 | $159 | $434 |
| Foundation Repair - Non-Engineered | up to 100 lf | $264 | $304 | $568 | $275 | $317 | $591 |
| Foundation Repair - Non-Engineered | ea add'l 50 lf | $38 | $77 | $115 | $40 | $80 | $120 |
| Foundation Repair - Engineered | up to 100 lf | $341 | $306 | $647 | $355 | $318 | $673 |
| Foundation Repair - Engineered | ea add'l 50 lf | $77 | $77 | $154 | $80 | $80 | $160 |
| Garage (detached) | | | | | | | |
| <500 sq ft | each | $341 | $459 | $800 | $355 | $477 | $832 |
| >501 sq ft | each 100 sq ft | $38 | $77 | $115 | $40 | $80 | $119 |
| Partition - Commercial, Interior | up to 30 lf | $264 | $190 | $454 | $275 | $198 | $472 |
| Additional partition | each 30 lf | $38 | $77 | $115 | $40 | $80 | $120 |
| Partition - Residential, Interior | up to 30 lf | $264 | $190 | $454 | $275 | $198 | $472 |
| Additional partition | each 30 lf | $38 | $77 | $115 | $40 | $80 | $119 |
| Patio Cover | | | | | | | |
| Wood frame | up to 300 sq ft | $264 | $115 | $379 | $275 | $120 | $394 |
| Metal frame | up to 300 sq ft | $341 | $230 | $571 | $355 | $239 | $594 |
| Additional patio | each 300 sq ft | $77 | $77 | $154 | $80 | $80 | $160 |
| Patio Room | | | | | | | |
| Enclosed, wood frame | up to 300 sq ft | $264 | $304 | $568 | $275 | $316 | $591 |
| Enclosed, metal frame | up to 300 sq ft | $264 | $304 | $568 | $275 | $316 | $591 |
| Additional enclosed patio | each 300 sq ft | $77 | $304 | $381 | $80 | $317 | $397 |
| Stucco Applications | up to 400 sq ft | $188 | $153 | $341 | $196 | $159 | $355 |
| Additional Stucco Application | each 400 sq ft | $38 | $38 | $76 | $40 | $40 | $79 |

# XI. Miscellaneous Building Permit Fees (continued)

| Item | Unit | Approved FY 2013-14 Intake and Plan Check | Approved FY 2013-14 Inspection | Approved FY 2013-14 Permit Fees | Proposed FY 2014-15 Intake and Plan Check | Proposed FY 2014-15 Inspection | Proposed FY 2014-15 Permit Fees |
|---|---|---|---|---|---|---|---|
| Retaining Wall | | | | | | | |
| Standard Design Non Engineered | up to 50 lf | $264 | $306 | $570 | $275 | $318 | $593 |
| Additional retaining wall | each 50 lf | $0 | $153 | $153 | $0 | $159 | $159 |
| Special Design, 3-10' High Engineered | up to 50 lf | $570 | $612 | $1,182 | $593 | $636 | $1,229 |
| Additional retaining wall | each 50 lf | $0 | $153 | $153 | $0 | $159 | $159 |
| Special Design, Over 10' High Engineered | up to 50 lf | $723 | $765 | $1,488 | $752 | $796 | $1,548 |
| Additional retaining wall | each 50 lf | $0 | $306 | $306 | $0 | $318 | $318 |
| Remodel - Residential | | | | | | | |
| <500 sq ft | up to 500 sq ft | $341 | $612 | $953 | $355 | $636 | $991 |
| 500+ sf | each 100 sq ft | $76 | $153 | $229 | $79 | $159 | $238 |
| Kitchen/Bathroom Major | up to 500 sq ft | $341 | $383 | $724 | $355 | $398 | $753 |
| Additional Kitchen/Bathroom Remodel | each 100 sq ft | $77 | $77 | $154 | $80 | $80 | $160 |
| Bathroom Minor (3 fixtures maximum) | | | | $383 | | | $398 |
| Kitchen Minor (3 fixtures maximum) | | | | $383 | | | $398 |
| Re-Roof Residential | | | | | | | |
| <1,500 sq ft | up to 1,500 sq ft | $188 | $306 | $494 | $196 | $318 | $514 |
| Each additional 100 sf | each 100 sq ft | $0 | $18 | $18 | $0 | $19 | $19 |
| Re-Roof Commerical | | | | | | | |
| <5,000 sq ft | | $188 | $306 | $494 | $196 | $318 | $514 |
| 5,001-10,000 sq ft | | $264 | $459 | $723 | $275 | $477 | $752 |
| 10,001-20,000 sq ft | | $341 | $536 | $877 | $355 | $557 | $912 |
| 20,001-50,000 sq ft | | $417 | $612 | $1,029 | $434 | $636 | $1,070 |
| 50,001-100,000 sq ft | | $417 | $689 | $1,106 | $434 | $717 | $1,150 |
| >100,001 (each add'l 10,000 sq ft) | | $77 | $77 | $154 | $80 | $80 | $160 |
| Roof Structure Replacement | up to 100 sq ft | $417 | $153 | $570 | $434 | $159 | $593 |
| Additional roof structure replacement | each 100 sq ft | $77 | $77 | $154 | $80 | $80 | $160 |
| Room Addition - First Story | | | | | | | |
| <500 sq ft | up to 500 sq ft | $417 | $1,683 | $2,100 | $434 | $1,750 | $2,184 |
| <500 sq ft (with calcs) | up to 500 sq ft | $494 | $1,836 | $2,330 | $514 | $1,909 | $2,423 |
| 500+ sq ft (with or without calcs) | each 100 sq ft | $77 | $77 | $154 | $80 | $80 | $160 |
| Room Addition - Multi-story | | | | | | | |
| <500 sq ft | up to 500 sq ft | $417 | $1,377 | $1,794 | $434 | $1,432 | $1,866 |
| <500 sq ft (with calcs) | up to 500 sq ft | $570 | $1,377 | $1,947 | $593 | $1,432 | $2,025 |
| 500+ sq ft (with or without calcs) | each 100 sq ft | $77 | $153 | $230 | $80 | $159 | $239 |
| Sauna - steam | each | $264 | $306 | $570 | $275 | $318 | $593 |
| Seismic Retrofit/Structural Strengthening Engineered | each | $341 | $306 | $647 | $355 | $318 | $673 |
| Seismic Retrofit/Structural Strengthening Non-Engineered | each | $341 | $306 | $647 | $355 | $318 | $673 |
| Siding | up to 400 sq ft | $188 | $153 | $341 | $196 | $159 | $355 |
| Additional siding | each 400 sq ft | $38 | $38 | $76 | $40 | $40 | $79 |
| Signs | | | | | | | |
| Structural | each | $417 | $306 | $723 | $434 | $318 | $752 |
| Non-Structural | each | $264 | $153 | $417 | $275 | $159 | $434 |
| Skylight | | | | | | | |
| <10 sf | each | $264 | $77 | $341 | $275 | $80 | $355 |
| >10 sf or structural | each | $341 | $153 | $494 | $355 | $159 | $514 |
| Solar Panels | each | $0 | $0 | $103 | $0 | $0 | $107 |
| Spa or Hot Tub (Pre-fabricated) | each | $264 | $77 | $341 | $275 | $80 | $355 |
| Storage Racks | | | | | | | |
| 0-5' high (<100 lf) | first 100 lf | $264 | $153 | $417 | $275 | $159 | $434 |
| 5-8' high (<100 lf) | first 100 lf | $418 | $228 | $646 | $435 | $237 | $672 |
| over 8' high (<100 lf) | first 100 lf | $571 | $306 | $877 | $594 | $318 | $912 |
| each additional 100 lf | each 100 lf | $38 | $77 | $115 | $40 | $80 | $120 |
| Swimming Pool | | | | | | | |
| Residential | each | $264 | $459 | $723 | $275 | $477 | $752 |
| Commercial pool (<800 sf) | up to 800 sq ft | $571 | $918 | $1,489 | $593 | $955 | $1,548 |
| Commercial pool (over 800 sf) | each 100 sq ft | $188 | $358 | $546 | $196 | $372 | $567 |
| Window, or Sliding Glass Door and Solartube | | | | | | | |
| Structural | first opening | $341 | $230 | $571 | $355 | $239 | $594 |
| Structural (Additional) | each | $77 | $38 | $115 | $80 | $40 | $120 |
| Non-Structural/Replacement | one window | $111 | $77 | $188 | $115 | $80 | $196 |
| Non-Structural/Replacement | first 5 windows | $111 | $153 | $264 | $115 | $159 | $275 |
| Non-Structural Additional Windows | each add'l 5 | | $38 | $38 | | $40 | $40 |

# XI. Miscellaneous Building Permit Fees (continued)

| | | Approved FY 2013-14 | | | Proposed FY 2014-15 | | |
|---|---|---|---|---|---|---|---|
| Item | Unit | Intake and Plan Check | Inspection | Permit Fees | Intake and Plan Check | Inspection | Permit Fees |
| **OTHER MISCELLANEOUS FEES** | | | | | | | |
| Earthquake Mitigation Inspection | first hour | $38 | $153 | $191 | $40 | $159 | $199 |
| | each add'l hour | | $153 | $153 | | $159 | $159 |
| Permit Renewal (within one year of expiration) | % of original permit | | | 50% | | | 50% |
| Permit Renewal (after one year of expiration) | % of original permit | | | 100% | | | 100% |
| Permit Re-Inspection Fee | hour (1/2 hour min) | | | $153 | | | $159 |
| Revisions to Existing Permits - Minor | each | $149 | $77 | $226 | $155 | $80 | $235 |
| Revisions to Existing Permits - Major | hour (3 hour min) | | | $153 | | | $159 |
| Misc Minor Repairs | each | $189 | $153 | $342 | $197 | $159 | $356 |
| Misc Bathroom Repair (1 fixture maximum) | each | $111 | $153 | $264 | $115 | $159 | $275 |
| Misc Roof Repair | each | $111 | $153 | $264 | $115 | $159 | $275 |
| Misc Minor Commercial Tenant Improvement | each | $111 | $153 | $264 | $115 | $159 | $275 |
| Fire Permit Handling Fee | each | $111 | | $111 | $115 | | $115 |
| Research (first 1/2 hour) | up to 1/2 hour | $188 | | $188 | $196 | | $196 |
| Each additional 1/2 hour (or portion thereof) | each 1/2 hour | $77 | | $77 | $80 | | $80 |
| | | | | | | | |
| Supplemental Plan Check Fee | hour | $153 | | $153 | $159 | | $159 |
| Supplemental Inspection Fee | hour | | $153 | $153 | | $159 | $159 |
| | | | | | | | |
| Emergency (Non-Scheduled) Call-Out Fee | 4 Hours | | $612 | $612 | | $636 | $636 |
| After Hours (Scheduled) Call-Out Fee | 2 Hours | $38 | $306 | $344 | $40 | $318 | $358 |
| Each additional hour | Hour | | $153 | $153 | | $159 | $159 |
| | | | | | | | |
| FEMA Flood Zone Review | each | $495 | $76 | $571 | $514 | $79 | $593 |
| Soils Review (City staff processing only) | each | $88 | $0 | $88 | $92 | $0 | $92 |
| Soils Report Review Fee (consultant review) | each | | | actual cost | | | actual cost |
| | | | | | | | |
| Document Imaging | page | | | $3 | | | $3 |
| | | | | | | | |
| **Planning Plan Review (if needed)** | **each** | **20% of bldg permit fee, $32.50 min** | | | **20% of bldg permit fee, $180 min** | | |
| **Public Works Plan Review (if needed)** | **each** | **20% of bldg permit fee, $32.50 min** | | | **20% of bldg permit fee, $206 min** | | |
| **Public Works Engineering Site Inspection (if needed)** | **each** | **20% of bldg permit fee, $32.50 min** | | | **20% of bldg permit fee, $206 min** | | |
| **Fire Department Plan Review (if needed)** | **each** | **See Fire Fee Schedule** | | | **See Fire Fee Schedule** | | |
| | | | | | | | |
| **RENTAL HOUSING INSPECTION** | | | | | | | |
| Single Family | dwelling unit | $36 | $181 | $217 | $38 | $188 | $226 |
| Multi-Family | first dwelling unit | $36 | $145 | $181 | $38 | $151 | $188 |
| Multi-Family | each add'l unit | $0 | $109 | $109 | $0 | $113 | $113 |
| Re-Inspection Fee | each dwelling unit | $0 | $0 | $33 | $0 | $0 | $34 |
| Real Estate Transfer Inspection and Certificate | | | | | | | |
| Residential/Commercial | first hour | $36 | $145 | $181 | $38 | $151 | $188 |
| | each add'l hour | $0 | $145 | $145 | $0 | $151 | $151 |

# XII. Mechanical, Plumbing, & Electrical (MP&E) Permit Fees

The following permit fee tables are for all stand alone Mechanical, Plumbing, and Electrical work that is not included in new construction and other miscellaneous permits.

The permit issuance fee (travel and documentation) is to be added to the mechanical, plumbing, or electrical permit fees listed below.

| Work Item | Unit | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 |
|---|---|---|---|---|
| **ADMINISTRATIVE AND MISC FEES** | | | | |
| Permit Issuance Fee (applies to all MP&E permits) | each permit | $115 | 4.0% | $120 |
| | | | | |
| **MECHANICAL PERMIT FEES** | | | | |
| Stand Alone Mechanical Plan Check | hour | $154 | 4.0% | $160 |
| Minimum Mechanical Permit for Miscellaneous Work | each | $37 | 4.0% | $39 |
| | | | | $0 |
| A/C (residential) | each | $51 | 4.0% | $53 |
| Furnaces (FAU, floor) | each | $38 | 4.0% | $40 |
| Heater (wall) | each | $38 | 4.0% | $40 |
| Appliance Vent/Chimney (only) | each | $77 | 4.0% | $80 |
| Refrigeration Compressor | each | $38 | 4.0% | $40 |
| Boiler - < 2,000k BTU | < 2k | $26 | 4.0% | $27 |
| Boiler - greater than 2,000k BTU | > 2k | $38 | 4.0% | $40 |
| Chiller | each | $38 | 4.0% | $40 |
| Central Heating System - New | each | $115 | 4.0% | $120 |
| Fan Coil Unit | each | $38 | 4.0% | $40 |
| Heat Pump (package unit) | each | $38 | 4.0% | $40 |
| Heater (unit, radiant, etc) | each | $51 | 4.0% | $53 |
| Air Handler w/ducts to 10k CFM | < 10k | $38 | 4.0% | $40 |
| Air Handler w/ducts more than 10k CFM | > 10k | $38 | 4.0% | $40 |
| Duct Work only | each | $38 | 4.0% | $40 |
| Evaporative Cooler | each | $38 | 4.0% | $40 |
| Make-up Air System | each | $26 | 4.0% | $27 |
| Moisture Exhaust Duct (clothes dryer) | each | $26 | 4.0% | $27 |
| Variable Air Volume Box (including duct work) | each | $77 | 4.0% | $80 |
| Vent Fan (single duct) | each | $38 | 4.0% | $40 |
| Vent System | each | $51 | 4.0% | $53 |
| Exhaust Hood and Duct (residential) | each | $38 | 4.0% | $40 |
| Exhaust Hood - Type I (commercial grease hood) | each | $51 | 4.0% | $53 |
| Exhaust Hood - Type II (commercial steam hood) | each | $51 | 4.0% | $53 |
| Non-Residential Incinerator | each | $230 | 4.0% | $239 |
| Refrigerator Condenser Remote | each | $154 | 4.0% | $160 |
| Walk-in Box/Refrigerator Coil | each | $77 | 4.0% | $80 |
| Other Mechanical Inspections | hour | $154 | 4.0% | $160 |
| | | | | |

# XII. Mechanical, Plumbing, Electrical (MPE) Permits

| Work Item | Unit | Approved FY 2013-14 | Cost Adjustment | Proposed FY 2014-15 |
|---|---|---|---|---|
| **PLUMBING/GAS PERMIT FEES** | | | | |
| Stand Alone Plumbing Plan Check | hour | $154 | 4.0% | $160 |
| Minimum Plumbing Permit for Miscellaneous Work | each | $32 | 4.0% | $34 |
| Fixtures (each three) | each three | $51 | 4.0% | $53 |
| Gas System (one outlet) | one only | $71 | 4.0% | $74 |
| Gas System (first five outlets) | first five | $103 | 4.0% | $107 |
| Gas Outlets (each additional) | ea add'l | $12 | 4.0% | $13 |
| Building Sewer | each | $38 | 4.0% | $40 |
| Grease Trap | each | $51 | 4.0% | $53 |
| Ejector Pump | each | $51 | 4.0% | $53 |
| Backflow Preventer (first five) | first five | $64 | 4.0% | $67 |
| Backflow Preventer (>5) | ea add'l | $12 | 4.0% | $13 |
| Roof Drain - Rainwater System | each | $38 | 4.0% | $40 |
| Water Heater (first) | first | $38 | 4.0% | $40 |
| Water Heater (each additional) | ea add'l | $26 | 4.0% | $27 |
| Water Pipe Repair/Replacement | each | $77 | 4.0% | $80 |
| Water Service | each | $51 | 4.0% | $53 |
| Drain-Vent Repair/Alterations | each | $38 | 4.0% | $40 |
| Drinking Fountain | each | $38 | 4.0% | $40 |
| Solar Water System Fixtures (solar panels, tanks, water treatment equipment) | each | $0 | 4.0% | $0 |
| Graywater Systems | per hour | $154 | 4.0% | $160 |
| Swimming Pool Piping and Gas | each | $115 | 4.0% | $120 |
| Medical Gas System (each outlet) | ea outlet | $115 | 4.0% | $120 |
| Sump Pump | each | $38 | 4.0% | $40 |
| Private Storm Drainage System (each Inlet) | each inlet | $32 | 4.0% | $34 |
| Other Plumbing and Gas Inspections | hour | $154 | 4.0% | $160 |
| | | | | |
| **ELECTRICAL PERMIT FEES** | | | | |
| Stand Alone Electrical Plan Check | hour | $154 | 4.0% | $160 |
| Minimum Electrical Permit for Miscellaneous Work | each | $32 | 4.0% | $34 |
| | | | | |
| Single Phase Service (per 100 amps) | per 100A | $38 | 4.0% | $40 |
| Three Phase Service (per 100 amps) | per 100A | $51 | 4.0% | $53 |
| 15 or 20 amp circuits - first ten | first ten | $77 | 4.0% | $80 |
| 15 or 20 amp circuits - each additional | ea add'l | $12 | 4.0% | $13 |
| 25 to 40 amp circuits | each | $51 | 4.0% | $53 |
| 50 to 175 amp circuits | each | $51 | 4.0% | $53 |
| 200 amp and larger circuits | each | $77 | 4.0% | $80 |
| Temporary Service | each | $38 | 4.0% | $40 |
| Temporary Pole | each | $38 | 4.0% | $40 |
| Light Poles Commercial - first | first | $307 | 4.0% | $319 |
| Light Poles Commercial - additional | ea add'l | $77 | 4.0% | $80 |
| Pre-Inspection | each | $77 | 4.0% | $80 |
| Swimming Pool/Spa | each | $77 | 4.0% | $80 |
| Solar Photovoltaic Repairs | each | $0 | 4.0% | $0 |
| Generator Installation - Residential | each | $307 | 4.0% | $319 |
| Generator Installation - Commercial | each | $460 | 4.0% | $479 |
| Electrical Outlets (receptable & light fixture) | first | $77 | 4.0% | $80 |
| Electrical Outlets (each additional) | ea add'l | $12 | 4.0% | $13 |
| Other Electrical Inspections (per hour) | per hour | $154 | 4.0% | $160 |

# XIII. Additional Mandated Permit Fees & Taxes

SMIP, CBSC, and STMP Fees are not set by the City

| | | | | |
|---|---|---|---|---|
| Construction Tax, ECMC 4.36.010 | | | % of total permit fee | 0.5% |
| for new construction and additions | | | | |
| | | | | |
| Art in Public Places, ECMC 13.50 | | | % of project cost | 1% |
| for projects $250,000 or more | | | | |
| | | | | |
| Calif. Strong Motion Instrumentation | | | | |
| SMIP | residential | | const. value x .0001 | |
| | | | (.50 minimum) | |
| | commercial | | const. value x .0002 | |
| | | | (.50 minimum) | |
| | | | | |
| Calif. Building Standards Commission | | | | |
| CBSC | $1 - $25,000 Permit Valuation | | | $1 |
| | $25,001 - $50,000 | | | $2 |
| | $50,001 - $75,000 | | | $3 |
| | $75,001 - $100,000 | | | $4 |
| | Every $25,000 or fraction above $100,000 | | | Add $1 |
| | | | | |
| WCCTAC Subregional Transportation | | | | |
| STMP | single family residential | | per dwelling unit | $2,595 |
| | multi family residential | | per dwelling unit | $1,648 |
| | senior housing | | per dwelling unit | $701 |
| | hotel | | per room | $1,964 |
| | retail | | per square foot | $1.82 |
| | office | | per square foot | $3.51 |
| | industrial | | per square foot | $2.45 |
| | storage facility | | per square foot | $0.53 |
| | church | | per square foot | $1.58 |
| | hospital | | per square foot | $4.21 |

Agenda Item No. 7

# CITY OF EL CERRITO

City Council Budget Study Session

April 22, 2014

# PURPOSE

- Explain the basis for the current budget challenges
- Describe the community engagement effort
- Provide a Fiscal Year 2015 overview
- Identify budget challenges and possible solutions
- Discuss and prioritize future funding

# HOW DID WE GET HERE?

- Loss of Redevelopment
- Limited or decreased growth in tax revenues
- Miscalculation of Property Tax Revenues
- Redistribution of Home Depot Revenues
- Shortfall in FY 2013 in UUT expenses
- Reliance on one-time funds to cover operating expenses
- Significant increase in insurance costs
- Significant increase in benefit costs with limited employee contributions
- Over reliance on special funds to offset GF shortfalls

# IMPACT OF REDEVELOPMENT ON THE GENERAL FUND

| Changes due to RDA-Related Rev & Exp | FY 2008-09 Actual | FY 2009-10 Actual | FY 2010-11 Actual | FY 2011-12 Actual | FY 2012-13 Actual | FY 2013-14 Projected | FY 2014-15 Projected |
|---|---|---|---|---|---|---|---|
| Administrative Overhead (for Administrative Costs) | $1,210,178 | **$1,210,178** | $726,366 | $562,419 | $0 | $0 | $0 |
| MSC Program Fees | $0 | $0 | **$508,016** | **$653,000** | **$757,000** | $15,000 | $0 |
| Successor Administration Allowance | $0 | $0 | $0 | $250,000 | $250,000 | $250,000 | $250,000 |
| **Total General Fund Revenues** | **$1,210,178** | **$1,210,178** | **$1,234,381** | **$1,465,419** | **$1,007,000** | **$265,000** | **$250,000** |
| Administrative Costs | $1,210,178 | $1,210,178 | $1,234,381 | $1,210,069 | $1,246,371 | $1,283,762 | $1,322,275 |
| Ec Dev Staff & Prof Services | $0 | $0 | $0 | $61,998 | $145,139 | $149,493 | $153,978 |
| RDA Staff & Prof Services | $0 | $0 | $0 | $94,576 | $195,562 | $117,337 | $120,857 |
| Environmental Services Staff | $0 | $0 | $0 | $0 | $0 | $64,214 | $66,140 |
| **Total Expenses** | **$1,210,178** | **$1,210,178** | **$1,234,381** | **$1,366,643** | **$1,587,072** | **$1,614,806** | **$1,663,250** |
| **Annual Balance/(Shortfall)** | **$0** | **$0** | **$0** | **$98,776** | **($580,072)** | **($1,349,806)** | **($1,413,250)** |
| **Use of One-Time Funds (MSC Grant)** | **$0** | **$0** | **$0** | **$0** | **$408,043** | **$598,957** | **$0** |
| **Net Impact to General Fund** | **$0** | **$0** | **$0** | **$98,776** | **($73,253)** | **($824,102)** | **($2,237,352)** |
| | | | | | **Backfill** | **$2,925,016** | |

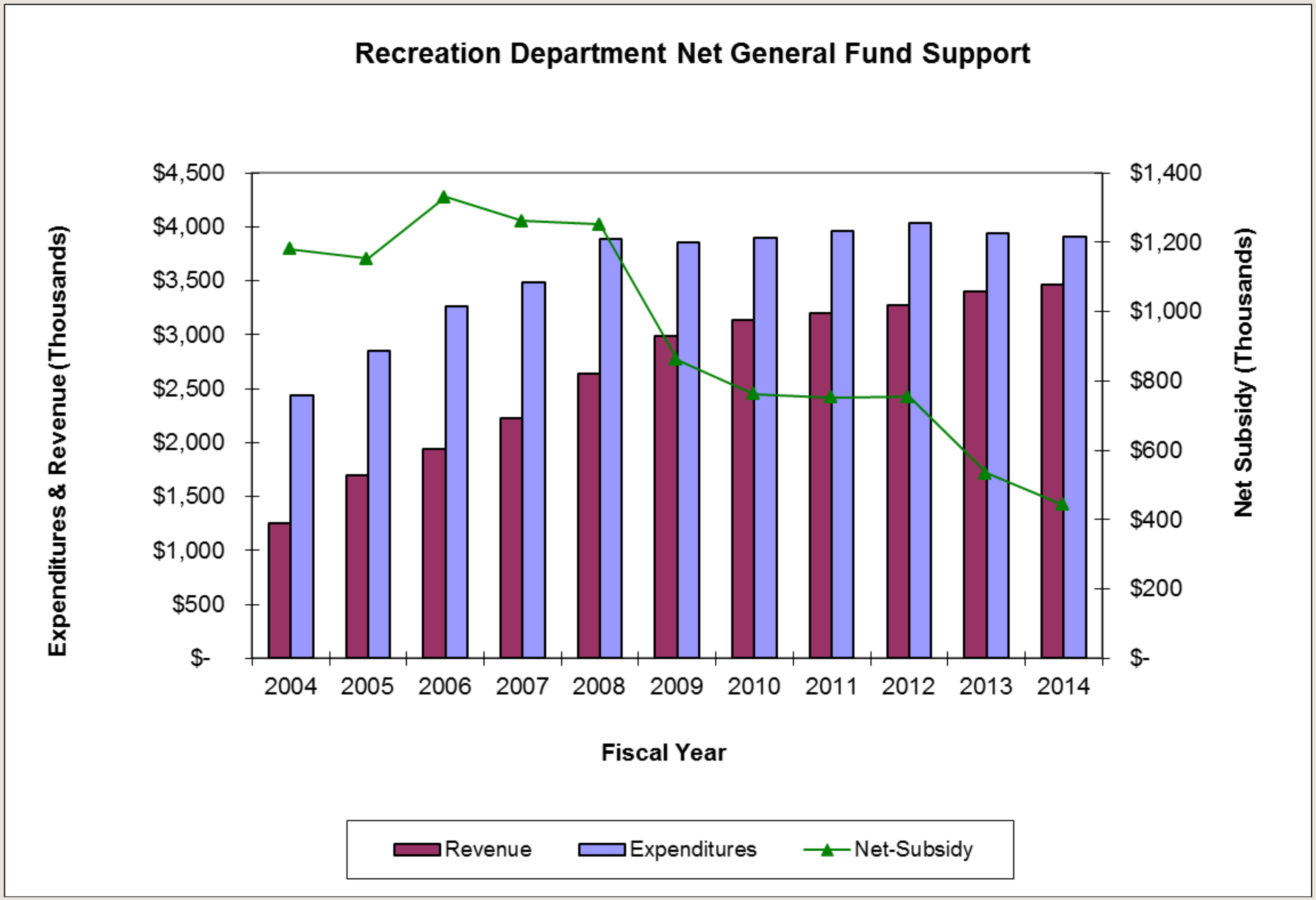
# HISTORICAL SPENDING BY DEPARTMENT – ALL FUNDS

| Department | Actual FY2009-10 | Actual FY2010-11 | Actual FY2011-12 | Actual FY2012-13 | Adopted FY2013-14 |
|---|---|---|---|---|---|
| City Management | 2,424,604 | 2,557,086 | 2,685,267 | 2,822,685 | 2,762,692 |
| Finance | 3,203,598 | 3,269,461 | 4,333,064 | 6,137,636 | 3,466,881 |
| Police | 8,700,371 | 9,236,699 | 10,106,417 | 10,546,965 | 10,507,068 |
| Fire | 7,364,612 | 7,330,512 | 10,708,768 | 11,037,456 | 8,146,261 |
| Public Works | 4,806,036 | 5,129,460 | 5,311,382 | 5,284,964 | 4,424,688 |
| Community Development | 7,651,815 | 5,523,711 | 2,983,548 | 2,673,464 | 2,200,594 |
| Recreation | 4,056,059 | 4,099,377 | 4,168,183 | 4,143,703 | 4,175,483 |
| Capital Outlay | 12,945,489 | 8,950,897 | 1,709,469 | 2,945,720 | 5,763,815 |

# HISTORICAL GENERAL FUND SPENDING

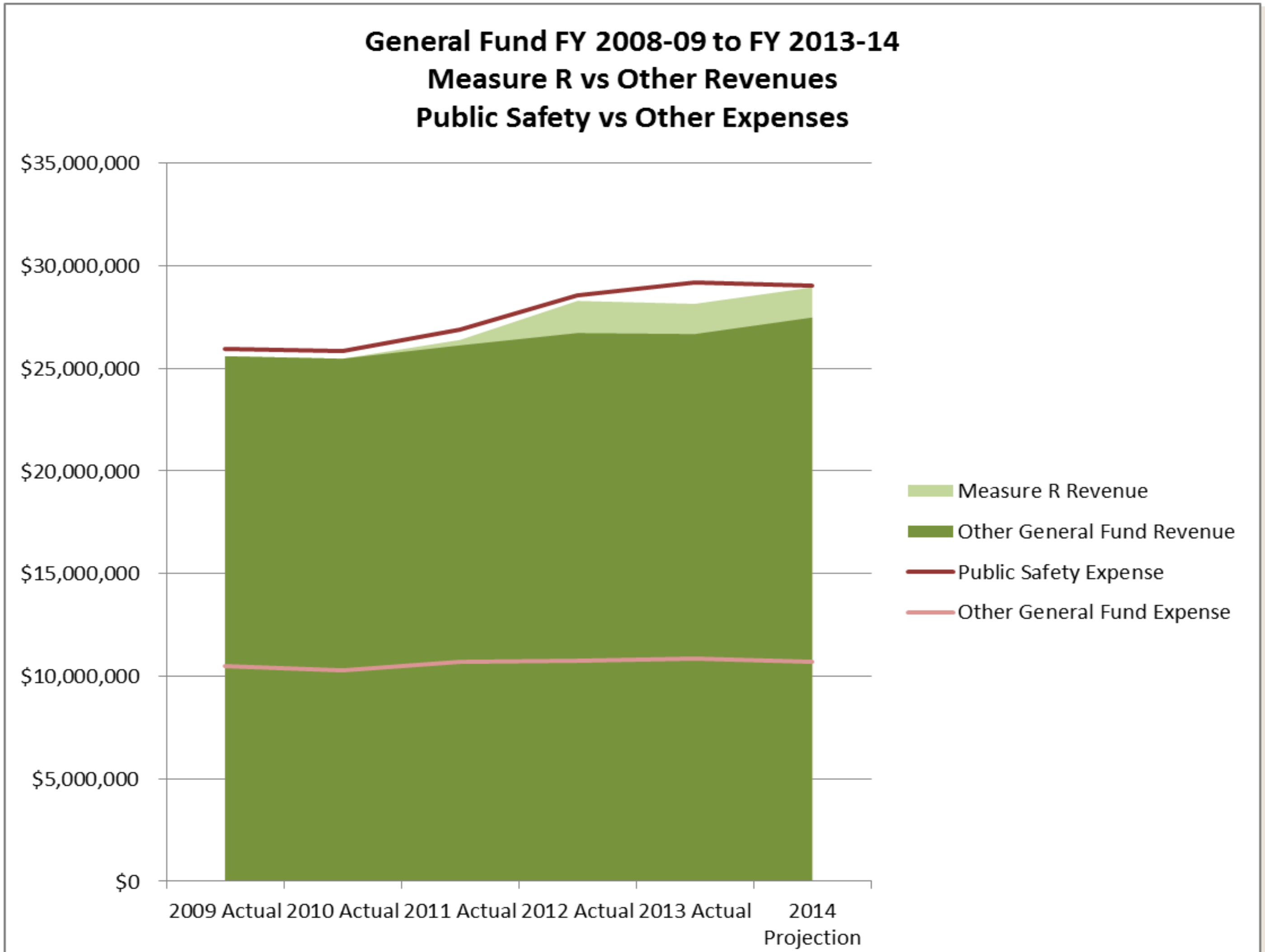
| Department | Actual FY2009-10 | Actual FY2010-11 | Actual FY2011-12 | Actual FY2012-13 | Adopted FY2013-14 |
|---|---|---|---|---|---|
| City Management | 2,360,624 | 2,490,143 | 2,614,045 | 2,752,049 | 2,631,140 |
| Finance | 813,134 | 876,950 | 923,606 | 929,669 | 1,119,705 |
| Police | 8,474,787 | 9,075,229 | 9,910,485 | 9,982,363 | 10,384,068 |
| Fire | 7,033,543 | 7,134,729 | 7,935,101 | 8,323,854 | 7,977,729 |
| Public Works | 972,529 | 997,709 | 986,862 | 896,970 | 392,225 |
| Community Development | 1,513,424 | 1,598,718 | 1,432,331 | 1,604,559 | 1,326,688 |
| Recreation | 3,898,641 | 3,957,215 | 4,010,750 | 3,964,611 | 3,890,629 |

# RECREATION AND THE GENERAL FUND



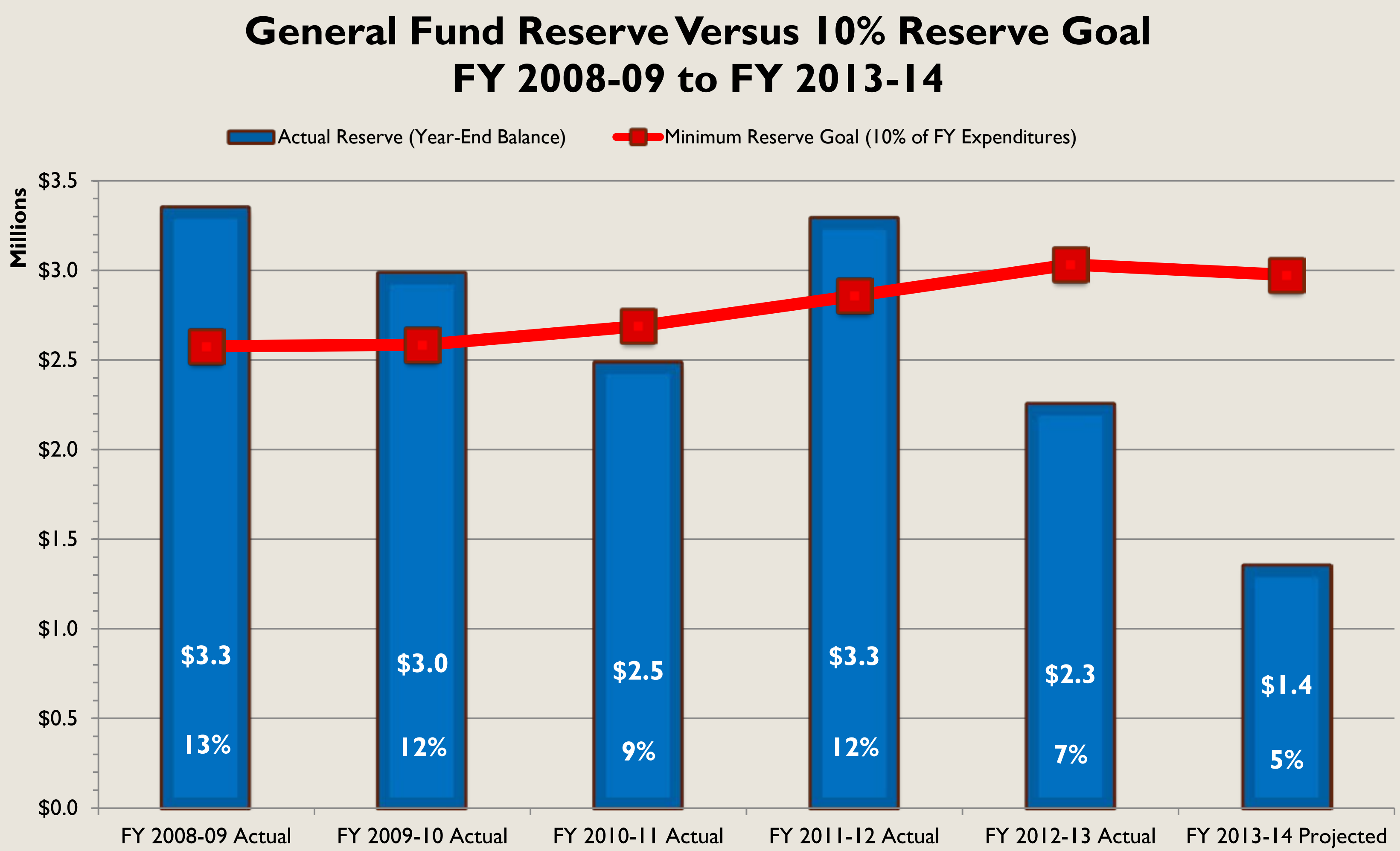

The Recreation Department's impact on the General Fund has continued to decrease each year. In eight years, the General Fund subsidy has been reduced by nearly $1 million.

# MEASURE R SPENDING




Measure R revenues have been used to maintain staffing levels and to offset Public Safety wage increases and other costs in an effort to remain competitive in recruitment and retention but within the City's median compensation policy.

# HISTORICAL GENERAL FUND RESERVES

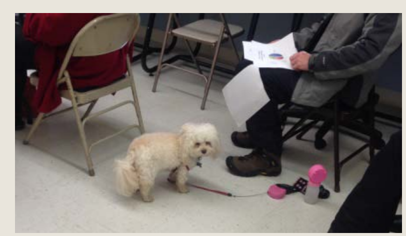


# LOOKING FORWARD

FY15
Budget
Planning

# COMMUNITY BUDGET MEETINGS

- Four meetings in March, held in various neighborhoods throughout the City
- 37 residents (plus two children and two dogs)
- Staff presentation followed by activities for residents to provide feedback and ideas



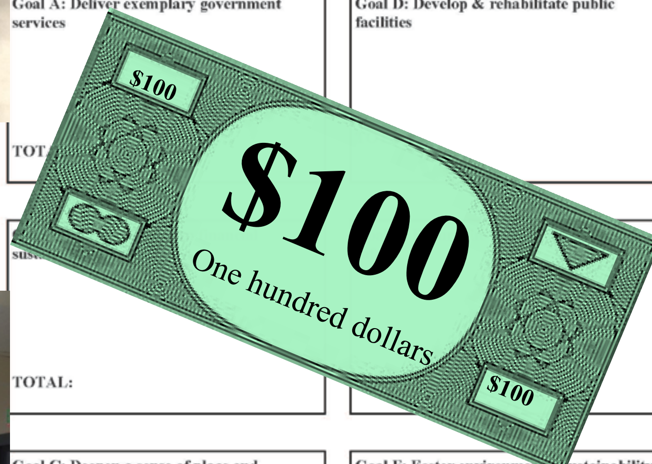
# BUDGET PRIORITIES ACTIVITY


**March 2014**
**Community Budget Priorities Workshop Activity**

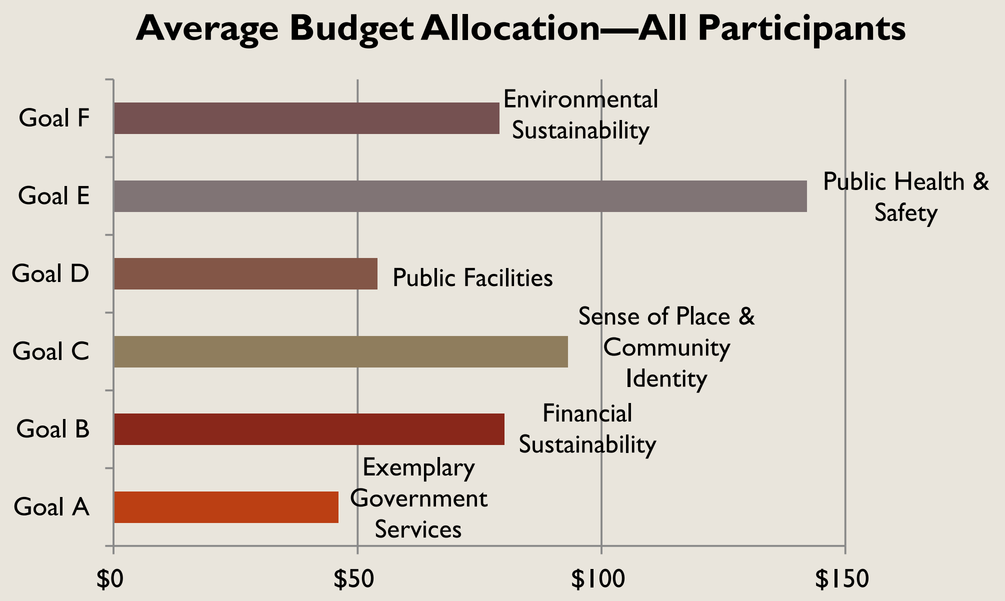
The City of El Cerrito is beginning to prepare its budget for fiscal year 2014-15. This exercise is intended to provide City staff and the City Council with feedback regarding where you think the City should concentrate its resources in FY 2014-15 to best serve the community.

*Instructions:*
You have $500. Allocate the money among the City's adopted Strategic Plan Goals. When you have made your choices, write the total for each goal below.

| | |
|---|---|
| **Goal A: Deliver exemplary government services**<br>TOT | **Goal D: Develop & rehabilitate public facilities** |
| sus<br>**TOTAL:** | |
| **Goal C: Deepen a sense of place and community identity**<br>**TOTAL:** | **Goal F: Foster environment sustainability citywide**<br>**TOTAL:** |




# FEEDBACK AND RESULTS




- Public Safety was highest priority
- Many residents felt the goals were inter-related
- Brainstorming, suggestions and comments centered on strengthening community, embracing technology, focusing on economic development, and financially stability

# CURRENT CHALLENGES

- Vacancies in Police related to recruitment and retention issues; most other cities are also actively recruiting
- $600,000 decrease in General Fund support for Public Works; offsets by special funds have helped General Fund but need to focus more on the missions of the special funds
- Likely use of significant vacancies to balance the budget will impact police, field/park/trail maintenance, code enforcement and overall responsiveness
- Loss of Redevelopment backfill funds for economic development activities and General Fund support
- Significant increase in CalPERS rates in FY16
- Returning reserves to desired levels

# FY 2014-15 BUDGET

## OVERVIEW – ASSUMES **ALL POSITIONS FILLED**

| General Fund Summary Revenues + Expenditures | FY 2012-13 Actuals | FY 2013-14 Adopted | FY 2013-14 Projected 3rd Qtr | FY 2014-15 Projected | FY 2015-16 Projected |
|---|---|---|---|---|---|
| **Beginning Restricted Fund Balance** | **$598,957** | | **$1,059,976** | **$0** | **$0** |
| **Beginning Unassigned Fund Balance** | **$2,608,745** | **$2,909,552** | **$1,281,566** | **$1,360,383** | **($353,414)** |
| | | | | | |
| **Total Revenues** | **$29,366,108** | **$28,479,079** | **$28,823,152** | **$29,270,996** | **$29,867,340** |
| | | | | | |
| **Total Expenses** | **$30,081,722** | **$28,453,592** | **$28,748,553** | **$30,984,794** | **$32,413,278** |
| Personnel | $22,728,201 | $23,649,427 | $22,254,761 | $24,854,564 | $26,283,443 |
| Salary Savings | ($28,480) | ($1,467,048) | ($25,858) | $0 | $0 |
| Non-Personnel | $7,382,001 | $6,271,213 | $6,519,651 | $6,130,230 | $6,129,834 |
| | | | | | |
| Annual Balance/Shortfall | **($715,614)** | **$25,487** | **$74,599** | **($1,713,797)** | **($2,545,938)** |
| | | | | | |
| Transfer Out Grant | $0 | | $598,957 | $0 | $0 |
| Transfer Out - Solar CIP | $0 | | $456,801 | $0 | $0 |
| Total Transfer out of Restricted Funds | **$0** | **$0** | **$1,055,758** | **$0** | **$0** |
| **Ending Fund Balance/Deficit** | **$2,492,088** | **$2,935,039** | **$1,360,383** | **($353,414)** | **($2,899,352)** |
| | | | | | |
| **Unassigned Ending Fund Balance/Deficit** | **$2,492,088** | **$2,935,039** | **$1,360,383** | **($353,414)** | **($2,899,352)** |
| | | | | | |
| ***Ending Unassigned Reserve Percent*** | ***8%*** | ***10%*** | ***5%*** | ***-1%*** | ***-9%*** |

# BUDGET BALANCING GOALS

## Goal 1: Align Annual Revenues with Annual Expenditures

| Summary Annual Revenues & Expenditures | FY 2014-15 Projected |
|---|---|
| Annual Revenues | $29,270,996 |
| Annual Expenditures | $30,984,794 |
| **Annual Shortfall (Before Balancing Measures)** | **($1,713,798)** |
| Balancing Measures Required for Annual Shortfall | ($1,713,798) |
| **Annual Shortfall (After Balancing Measures)** | **$0** |

- Will require $1.7 million in balancing measures
- Current Fiscal Year budget assumes $1.5 million in vacancies

# BUDGET BALANCING GOALS

## Goal 2: Increase Fund Balance Reserve

| Fund Balance Summary | 5% Goal | 10% Goal |
|---|---|---|
| ***Projected FY 2014-15 Starting Fund Balance*** | $1,360,383 | $1,360,383 |
| **Fund Balance Goal** | **$1,463,550** | **$2,927,100** |
| **Addl Balancing Measure To Increase Fund Balance** | **($103,167)** | **($1,566,717)** |

- Will require additional balancing measures to reach 5% -10% goal

# POTENTIAL BALANCING MEASURES

- Maintain or increase vacancies
- Reduction in staffing through layoffs or reorganization
- Increased employee contributions to benefit costs
- Reduction in work hours/open hours
- Furlough days
- Service reductions
- Further increases in efficiencies
- Reductions in professional services, part-time help, overtime, travel and training

# POSSIBLE BALANCING OPTIONS

| Item | Balancing Options |
|---|---|
| Current Vacancies | (1,267,000) |
| Additional Pension Contribution | (574,000) |
| Increased Purchasing Efficiencies | (50,000) |
| Possible Reduction in Personnel | (500,000) |
| Additional Police Vacancies | (277,000) |
| Service Reductions | (70,000) |
| Reduce City Attorney Services | (26,500) |
| New Fees/Fund Raising | (55,000) |
| | **$ (2,819,500)** |

- Current Vacancies include:
  - 3 Police Officers
  - Police Records Specialist
  - 3 Firefighters (over hire positions)
  - Fire Secretary
  - Building Inspector
  - Recreation Teacher

- Pension contributions subject to negotiation
- Personnel reductions through reorganization or layoff
- Service cuts still being evaluated

# SUMMARY OF BALANCING MEASURES

| Summary of All Balancing Measures | FY 2014-15 Projected 5% Goal | FY 2014-15 Projected 10% Goal |
|---|---|---|
| Balancing Measures To Balance Revenues & Expenditures | ($1,713,798) | ($1,713,798) |
| Additional Measures Need to Increase Fund Balance | ($103,167) | ($1,566,717) |
| **Total of Balancing Measures** | **($1,816,965)** | **($3,280,515)** |

- In order to balance the budget AND increase reserves, $1.8 million to $3.3 million in increased revenues or decreased expenses will be necessary
- Reserves are one-time money set aside, the balancing measures are only necessary until reserve target is met

# GENERAL FUND RESERVE POLICY

- Goal is to maintain a minimum of 10% reserves with a target of 15%
- Reserves can be used for a fiscal emergency but must be replaced to the base threshold of 10% within five years
- Financial Advisory Board is recommending that restricted reserves equal to two weeks expenditures be on hand at all times, with no use of short term borrowing—staff concurs as a goal, but will take many years to implement
- Short-term borrowing (as has been done the past two years and done by many cities) will be necessary for some time in order to properly manage cash flow
- Staff anticipates developing a budget that will increase reserves by at least one percent per year for each of the next five years

# TWO-YEAR BUDGET

- Advantages
  - Higher emphasis on long-term planning and forecasting
  - Gives more time to ensure budget is being efficiently followed and properly funded
  - Greater opportunity to focus on how well programs and services are working and comply with Strategic Plan
  - Reduces resources associated with budgeting
- No loss of budget oversight by City Council
  - Staff will continue to update periodically
  - Council will continue to approve budget resolution for each fiscal year as well as mid-year amendments
- Allows for modeling the impact of any change to Measure R funding

# NEXT STEPS

- Present budget report to major labor groups on April 23
- Provide a Capital Improvement Plan Study Session to the City Council in early May
- Meet and negotiate with bargaining units in April and May
- Present the budget to Council and Community on June 3
- Budget discussions on June 17 and 24 if necessary
- Budget adoption on June 17 or 24

# HAVING FUN YET?

Questions, comments, concerns and possible direction?