



AGENDA

ISLAND CITY DEVELOPMENT
Special Meeting
August 02, 2021 at 6:01 PM
Via Zoom Conference Call

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Pursuant to the Island City Development Bylaws Section 5.13, any Board meeting may be held by telephone conference. Additionally, Executive Order Numbers N-29-20 and N-35-20 signed by Governor Gavin Newsom and guidance provided by legal counsel, a local legislative body, such as the Board of Commissioners, or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or the public as a condition of participation in or a quorum for a public meeting have been waived.

Public access to this meeting is available as follows:

Zoom Information here:

Alameda Housing Authority is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/85697738737?pwd=NXFLMVFBBeE1ubFdmRThsUnZITHpEQT09>

Meeting ID: 856 9773 8737

Passcode: 528735

One tap mobile

+16699006833,,85697738737#,,,,*528735# US (San Jose)

+14086380968,,85697738737#,,,,*528735# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 408 638 0968 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 856 9773 8737

Passcode: 528735

Find your local number: <https://us02web.zoom.us/u/kbab9W78li>



Persons wishing to address the Board of Directors are asked to submit comments for the public speaking portion of the agenda as follows:

Send an email with your comment(s) to jlayte@alamedahsg.org and vcooper@alamedahsg.org prior to or during the Board of Directors meeting.

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1. CALL TO ORDER & ROLL CALL
 2. PUBLIC COMMENT (Non-Agenda)
 3. CONSENT CALENDAR (**Action**)
 - a. Approve Minutes of the Regular Meeting of the Board of Directors held April 29th, 2021, **Page 1**
 4. NEW BUSINESS
 - a. Authorize the President, or Her Designee, of Island City Development to Execute a Promissory Note with the Housing Authority of City of Alameda for an Amount Not to Exceed \$1,223,000, Authorize the President, or Her Designee, of Constitution and Eagle LP to Execute a Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000 for Rosefield Village, Authorize Island City Development to Advance an Amount Not to Exceed \$198,000 to Pay for Rosefield Village's Property Taxes, and Authorize Constitution and Eagle LP to pay applicable fees and enter into necessary agreements with East Bay Municipal Utility District. **Page 4**
 - b. North Housing: Authorize the President, or Designee, to Negotiate and Execute the First Amendment to Consultant Agreement with HKIT Architects, **Page 40**
 5. NON-AGENDA (Public Comment)
 6. WRITTEN COMMUNICATIONS
 7. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
 8. ADJOURNMENT
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NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Jocelyn Layte at (510) 747-4349 (TTY/TRS: 711) or jlayte@alamedahsg.org . Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility.



- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under the Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist Island City Development's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.



MINUTES

Draft until approved

ISLAND CITY DEVELOPMENT

Special Meeting

April 29th, 2020 at 12:15 PM

Via Zoom

1. CALL TO ORDER & ROLL CALL

President Cooper called the meeting to order at 12:20 PM. The following board members were present on the zoom conference call: Director Vanessa Cooper, Director Carly Grob, and Director Janet Basta; quorum established. Staff in Attendance: Sylvia Martinez, Allyson Ujimori, Tony Weng, Louie So and Jocelyn Layte.

2. PUBLIC COMMENT: Non-Agenda (None)

3. CONSENT CALENDAR (**Action**)

- a. Approve Minutes of the Regular Meeting of the Board of Directors held December 17th, 2020, **Page 5**

Director Grob moved to accept consent calendar Item A. Director Basta seconded the motion. Roll call was held by Director Cooper. Director Grob; Yes, Director Basta; Yes, Director Cooper; Yes. The motion carried unanimously.

4. NEW BUSINESS

- a. Approve a Contract Amendment with the Dahlin Group, Inc. for Architectural Services at Rosefield Village **Page 7**

Staff A. Ujimori provided overview to the board and requested input if more information was required in addition to report. Director Cooper asked to be reminded of initial amount in contract and what the additional amount is. Staff A. Ujimori stated the initial contact is for just over 1.8 Million dollars, and the increase will bring the total to a little over 1.9 Million dollars. This is about a \$64,000.00 increase request. Director Copper called for comments or concerns, none were heard. Director Grob moved to approve the Contract Amendment with the Dahlin Group, Inc. for additional architectural

services at Rosefield Village. Director Basta seconded. Roll call was held by Director Cooper. Director Grob; Yes, Director Basta; Yes, Director Cooper; Yes. The motion passed unanimously.

- b. Approve second Contract Amendment with the Carle, Mackie, Power & Ross LLP for Additional Legal Services at Rosefield Village **page 10**

Staff A. Ujimori provided overview to the Board and is requesting an additional \$60,000 to get this project to permanent loan conversion. The initial contract of \$100,000 is requested to be increased to \$160,000. Director Cooper requested staff retain a complete and full set of final documentation from legal. Director Grob asked for clarification on increased fees due to COVID. Staff A. Ujimori and T. Weng stated the increase came from working with COVID restrictions to obtain signatures, and change in the initial project from an acquisition rehab to an acquisition rehab and new construction project. Director Grob moved to approve item 4b. Director Basta seconded the motion; Roll call was held by Director Cooper. Director Grob: Yes, Director Basta: Yes, Director Cooper: Yes. The motion passed unanimously.

Director Cooper suggested that the board members go by the site to see its progress.

- c. Receive and File the December 31, 2020 Audited Financial Statements for the Following Limited Partnerships: Stargell Commons LP, Sherman and Buena Vista LP and Everett and Eagle L.P. **Page 13**

Staff L. So provided an overview of financial statements to the Board noting the documents were approved with unqualified opinions from the auditors meaning that the financial statements are free of material misstatements. Director Cooper thanked staff involved in the audit process. Director Grob moved to approve item 4c. Director Basta seconded the motion. Roll call was held by Director Cooper. Director Grob; Yes, Director Basta; Yes, Director Cooper; Yes. The motion carried unanimously.

- d. Authorize to allow Comcast Cable Communications Management, LLC and AT&T Services, Inc. access to Rosefield Village **Page 78**

Staff T. Weng provided overview to the board. Director Cooper clarified that the agreement needs to also go to Alameda Housing Authority Board as they own the land. Director Cooper asked if the agreement has been approved by the Alameda Housing Authority Board. Staff T. Weng confirmed that it has already been approved. Director Grob commented on

the use of Xfinity and AT&T when there are smaller companies that provide those services. Staff T. Weng noted they chose two providers to offer a choice to tenants. Director Copper stated it is always required to be a non-exclusive contract and the companies are not allowed to directly market to tenants. Director Grob moved to authorize item 4d. Director Basta seconded. Roll call was held by Director Cooper. Director Grob; Yes, Director Basta; Yes, Director Cooper; Yes. The motion passed unanimously.

5. NON-AGENDA: Public Comment (*None*)

6. WRITTEN COMMUNICATION (*None*)

7. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF (*None*)

Staff J. Layte commented that Agenda shown on the zoom call for the meeting reflecting a date of 4/27/2021 was not the final agenda posted to the public. She confirmed that the meeting was held on the 29th of April and the correct agenda and packet was noticed to the board and public via the Housing Authority's Website and posted in the front windows of the building for public viewing 72 hours in advance of the meeting.

8. ADJOURNMENT

President Cooper called the adjournment of the meeting at 12:34 pm.

To: Board of Directors
Island City Development

From: Allyson Ujimori, Senior Project Manager

Date: August 2, 2021

Re: Authorize the President, or Her Designee, of Island City Development to Execute a Promissory Note with the Housing Authority of City of Alameda for an Amount Not to Exceed \$1,223,000, Authorize the President, or Her Designee, of Constitution and Eagle LP to Execute a Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000 for Rosefield Village, Authorize Island City Development or Constitution and Eagle LP to Advance an Amount Not to Exceed \$198,000 to Pay for Rosefield Village’s Property Taxes, and Authorize Constitution and Eagle LP to Pay Applicable Fees and Enter into Necessary Agreements with East Bay Municipal Utility District.

BACKGROUND

The Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units, located on the 700 block of Buena Vista Ave. ICD is the developer. The overall project scope includes both rehabilitation of existing structures and construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry, property management offices, social service coordination offices, a community room, and central courtyard with play structures. Twelve existing units, in five buildings, on the east and west sides of the new building will be renovated, and one house will be converted into a duplex. Please see previous monthly Board Reports for project details prior to this month’s update.

DISCUSSION

Recently, the project has been notified of time-sensitive costs that were unbudgeted. These costs include property taxes and utility installation and connection fees. These expenses and the method of paying them are further discussed below.

Project staff submitted the First Filing for the Welfare Tax Exemption Early Spring 2020 and assumed the exemption would be processed by the time the project had to pay property taxes. The County Assessor’s Office is still processing the exemption paperwork and has yet to approve the project’s status. In July 2021, the Assessor’s Office sent the project an invoice for approximately \$198,000, which does not include the exemption. Staff requests that these funds be advanced and paid for by ICD or



Constitution and Eagle LP, and once the County approves the exemption, the refund can be returned.

The City of Alameda waived its development impact fees for the project, however, EBMUD does not offer a similar waiver nor a reduced rate for affordable housing. Funds to pay these fees should have been in the original budget but were missed as a soft cost line item. As a result, CELP will need additional funds to pay for these unanticipated fees.

The East Bay Municipal Utility District (EBMUD) recently sent Constitution and Eagle LP (CELP) an estimate costs letter for approximately \$930,000 in installation and impact fees for Rosefield Village, attached. The costs are also related to three EBMUD agreements. These cover the installation of the new service and the fees associated with the additional use of EBMUD's infrastructure by the newly developed units. A portion of this fee (approximately \$375,000) will be credited back to the project once EBMUD removes the previous meter from the site (approximately six months from completion of work).

These fees are also tied to CELP executing three agreements with EBMUD to install new fire services, private, fire service, and fire hydrant. The cumulative cost of agreements and fees will exceed \$250,000, so staff is asking for Board approval. EBMUD will not install services without signed agreements and paid fees.

In June 2020, the Board authorized an \$11 million loan to the Rosefield Village project for construction and permanent financing. This loan includes two sources: 1) \$4.4 million is provided by AHA cash; and 2) \$6.6 million by AUSD Funds provided at the time of permanent loan conversion. Of \$4.4 million in AHA cash, \$1.4 million was used during construction phase. The remaining balance of the AHA portion (approximately \$3 million) was set aside for potential cost increases due to the COVID-19 pandemic. Staff requests to use \$1,223,000 of the previously authorized loan to pay for the EBMUD fees. Property taxes, and a small additional amount of soft costs contingency.

Most of the Rosefield Village construction project is proceeding according to plan. As of June 30, hard cost contingency in the construction closing budget is about 13% spent with construction completion at 32% per the June 2021 pay application. The percentage of hard cost contingency utilization is healthy relative to the percentage of construction completion. As of June 30, soft cost contingency utilization is at approximately 41%, which is a little ahead of percentage of construction completion given unexpected costs at closing, hence the request for some additional cushion.

Every month, staff monitors contingencies and expected costs to complete for any potential construction saving. At this point, we expect considerable savings, particularly due to the low interest cost environment that continues. Such cost savings, among other items can be used to repay the \$1,223,000 capital advance loan in full by permanent loan conversion.



The chart below summarizes the previous and current request AHA-funding actions:

Total Approved Loan – June 20, 2020	\$11,000,000
Construction – AHA Cash	-\$1,483,052
Permanent – AUSD Pass Through AHA	-\$6,660,000
<i>Balance Available (AHA Cash)</i>	<i>\$2,856,948</i>
Capital Advance Loan – Current Request	\$1,223,000
Balance Available after Capital Advance (AHA Cash)	\$1,633,958

Repayment

The existing financing documents require the contribution of these funds and govern the repayment back to AHA. Per the EBMUD Estimate Letter, the project can anticipate approximately \$375,000 in credits. However, due to EBMUD’s procedures, these funds will not be returned for about six months, which includes time to remove the services and EBMUD credit approval processes. Staff is also working with the lender and investor to return these credits directly to CELP/ICD as soon as they are received, so that they may promptly repay AHA.

Furthermore, once the County approves the project’s tax exemption, the project will be reimbursed for the additional taxes it paid. The amount of and the timing of receipt of the refund are unknown, but staff is working closely with Asset Management on following-up with the County. Again, staff expects that the refund will be made and promptly applied to repay AHA.

Expected repayment, and most conservative repayment scenario

Staff will continue to monitor construction spending and contingencies. At the time of permanent loan conversion (anticipated early 2023), staff expects that all remaining funds (approximately \$848,000, at the most) will be repaid from additional tax credits and construction cost savings.

If there are insufficient proceeds, the funds will get paid back through cash flow, in Year 11 (2032) through Year 15 (2036). Such repayment needs to wait because the current LPA requires that deferred developer fee is a priority payment in years 1-10. This is the worst-case scenario and is not expected.

In this case, it is also possible that ICD/CELP can repay AHA more quickly from its deferred developer fee proceeds. As a reminder, developer fees are shared 90% to ICD and 10% to AHA. Since \$2 million of deferred developer fees are expected to be paid in years 1-10, there is opportunity to repay AHA in less than five years of operations.



Anticipated Sources & Timeline for Repayment of AHA Unsecured Loan

Credit of \$375,000 Received from EBMUD	Feb 2022
Cost Savings & Additional Loan Proceeds Permanent Loan Closing	Early 2023
From Deferred Fees	End of 2028
Through Project Cash Flow	End of 2036

FISCAL IMPACT

Due to the existing project financing agreements, the \$1,223,000 loan will be unsecured and not earn interest. Staff will monitor and conserve hard cost contingency for potential construction savings.

Staff expects all funds repaid at the time of permanent loan conversion, which is anticipated early 2023, at the latest. If the funds are unable to get fully paid back at permanent loan conversion, the loan documents will be revised and the loan will be paid through cash flow, starting Year 11 (2032) through Year 15 (2036), or earlier if deferred developer fee is used, per agreement between AHA and ICD.

RECOMMENDATION

Authorize the President, or Her Designee, of Island City Development to Execute a Promissory Note with the Housing Authority of City of Alameda for an Amount Not to Exceed \$1,223,000, Authorize the President, or Her Designee, of Constitution and Eagle LP to Execute a Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000 for Rosefield Village, and Authorize Constitution and Eagle LP to pay applicable fees and enter into necessary agreements with East Bay Municipal Utility District.

Respectfully submitted,

Allyson Ujimori
Senior Project Manager

Attachments:

1. Promissory Note to be Executed by Island City Development for an Unsecured Loan in an Amount Not to Exceed \$1,223,000,
2. Promissory Note to be Executed by Constitution and Eagle LP for an Unsecured Loan in an Amount Not to Exceed \$1,223,000, and
3. EBMUD Agreements and the Cost Estimate Letter
4. Rosefield Village's Property Tax Bill



UNSECURED, RECOURSE PROMISSORY NOTE
(this “Note”)

\$1,223,000

Alameda, California
August 2, 2021

FOR VALUE RECEIVED, Island City Development, a California nonprofit public benefit corporation (“**Borrower**”), with its principal place of business at 701 Atlantic Avenue, Alameda, CA 94501, promises to pay to the Housing Authority of the City of Alameda, a public body corporate and politic (“**Lender**”), with its principal place of business at 701 Atlantic Avenue, Alameda, CA 94501, the principal sum of One Million Two Hundred Twenty-Three Thousand Dollars (\$1,223,000).

1. **Repayment Terms.** The indebtedness evidenced by this Note shall bear simple interest at the rate of 0% per annum, beginning on July 29, 2021. On December 31, 2036 (the “**Maturity Date**”), the entire amount of outstanding principal and accrued interest not theretofore paid shall be due and payable.

2. **Prepayment.** Borrower shall have the right to prepay all or a portion of the principal due under this Note without any charge or penalty being made therefor.

3. **Uses.** Borrower shall use the proceeds of this Note for the purpose of predevelopment, development and related costs in connection with the acquisition, development and rehabilitation of [describe project].

4. **No Offset.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

5. **Waiver; Attorneys’ Fees.** Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, and severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive 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 waive 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 jointly and severally agree 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.

6. **Manner and Place of Payment.** All payments of principal and interest due under this Note shall be payable in lawful money of the United States of America at the office of Lender or at such other address as Lender may in writing provide to Borrower.

7. **Unsecured.** This Note is not secured by any property

8. **Recourse.** The obligations evidenced by this Note shall be recourse to Borrower.

9. **Borrower's Cure Rights.** Notwithstanding anything to the contrary in this Note, Borrower shall have the right to cure any defaults and Lender agrees to accept cures tendered by Borrower within sixty (60) days of written notice to Borrower of such default, plus such additional time as is reasonably necessary to cure the default provided Borrower has commenced the cure within such sixty (60) day period and is diligently prosecuting the cure.

10. **Default.**

(a) **Events of Default.** Borrower shall be in default under this Note upon the occurrence of any of the following events or conditions:

(i) **Non Payment.** Failure by Borrower to make due and punctual payments of any and all amounts due under this Note, following any notice and cure periods;

(ii) **Noncompliance With Other Obligations.** Failure by Borrower to comply with or perform any of the other terms, covenants and conditions of, or the occurrence of an event or condition of default under this Note, following any notice and cure periods;

(b) **Default; Acceleration.** Upon any default or event of default under this Note, then, or at any time thereafter, the whole of the unpaid principal hereof, together with accrued and outstanding additional interest at a rate of 2% of the outstanding unpaid principal balance (the "**Additional Interest**"), at the election of Lender and without notice of such election, shall become immediately due and payable.

(c) **Additional Interest.** Borrower recognizes and acknowledges that any default on any payment, or portion thereof, due hereunder will result in losses and additional expenses to Lender. Borrower further acknowledges that in the event of any such default, Lender would be entitled to damages for the detriment proximately caused thereby, but that it would be extremely difficult and impractical to ascertain the extent of or compute such damages. Therefore, if for any reason Borrower fails to make any payment hereunder when the same is due, then each such delinquent payment shall also be subject to a late fee (the "**Late Fee**") in an amount equal to four percent (4%) of the amount delinquent regardless of whether or not there has been an acceleration of the indebtedness under this Note. Borrower acknowledges that the Late Fee agreed to hereunder represents the reasonable estimate of those damages which would be incurred by Lender, and a fair return to Lender for the loss of the use of the funds not timely received from Borrower, on account of a default by Borrower as herein specified, established by Borrower and Lender through good faith consideration of the facts and circumstances surrounding the transaction contemplated under this Note as of the date hereof, but that such Late Fee is in addition to, and not in lieu of, any other right or remedy available to Lender as specified in this Note. Notwithstanding anything to the contrary contained in this Section 9(c), if any federal or state law applicable pursuant to Section 11 below limits the rate of the Late Fee that may be charged to a rate less than the rate herein specified, then the maximum charge or rate permitted by such law shall be charged by Lender for purposes of this Section 9(c).

(d) **Collection and Enforcement Costs.** Borrower, and all other persons or

entities who are, or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding, in case the unpaid principal sum of this Note, or any payment of Additional Interest or principal, is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder.

(e) **Waivers.** Borrower, and all other persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest, of demand, of nonpayment, of dishonor and of maturity and agree that time is of the essence of every provision hereof.

11. **Notice.** All notices required under this Note shall be in writing (sent to the address set forth above in the introduction or such other address designated in a written notice given in a manner provided herein) and sent by a reputable courier, first class mail or hand delivery.

12. **Interest Rate Limitation.** Notwithstanding any provision herein, total liability for payments in the nature of Additional Interest hereunder shall not exceed limits imposed by the usury laws of the State of California or any other applicable law. None of the terms and provisions contained in this Note shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of Interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Borrower shall never be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under such usury laws, as any such right or remedy shall not be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. If Lender collects monies which are deemed to constitute Interest which would otherwise increase the interest rate on this Note to a rate in excess of that permitted to be charged by such usury laws, all such sums deemed to constitute interest in excess of the maximum rate shall, at the option of Lender, either be credited to the payment of principal (if allowed by law) or returned to Borrower.

13. **Assignment.** Lender shall not sell or assign this Note without the consent of Borrower and the Limited Partner.

14. **Governing Law.** The provisions of this Note shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed this Note as of the date and year first **written above.**

Borrower:

Island City Development,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

UNSECURED, RECOURSE PROMISSORY NOTE
(this “Note”)

\$1,223,000

Alameda, California
August 2, 2021

FOR VALUE RECEIVED, Constitution and Eagle LP, a California limited partnership (“**Borrower**”), with its principal place of business at 701 Atlantic Avenue, Alameda, CA 94501, promises to pay to Island City Development, a California nonprofit corporation (“**Lender**”), with its principal place of business at 701 Atlantic Avenue, Alameda, CA 94501, the principal sum of One Million Two Hundred Twenty-Three Thousand Dollars (\$1,223,000).

1. **Repayment Terms.** The indebtedness evidenced by this Note shall bear simple interest at the rate of 0% per annum, beginning on July 29, 2021. On December 31, 2036 (the “**Maturity Date**”), the entire amount of outstanding principal and accrued interest not theretofore paid shall be due and payable.

2. **Prepayment.** Borrower shall have the right to prepay all or a portion of the principal due under this Note without any charge or penalty being made therefor.

3. **Uses.** Borrower shall use the proceeds of this Note for the purpose of predevelopment, development and related costs in connection with the acquisition, development and rehabilitation of [describe project].

4. **No Offset.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

5. **Waiver; Attorneys’ Fees.** Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, and severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive 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 waive 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 jointly and severally agree 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.

6. **Manner and Place of Payment.** All payments of principal and interest due under this Note shall be payable in lawful money of the United States of America at the office of Lender or at such other address as Lender may in writing provide to Borrower.

7. **Unsecured.** This Note is not secured by any property

8. **Recourse.** The obligations evidenced by this Note shall be recourse to Borrower.

9. **Borrower's Cure Rights.** Notwithstanding anything to the contrary in this Note, Borrower shall have the right to cure any defaults and Lender agrees to accept cures tendered by Borrower within sixty (60) days of written notice to Borrower of such default, plus such additional time as is reasonably necessary to cure the default provided Borrower has commenced the cure within such sixty (60) day period and is diligently prosecuting the cure.

10. **Default.**

(a) **Events of Default.** Borrower shall be in default under this Note upon the occurrence of any of the following events or conditions:

(i) **Non Payment.** Failure by Borrower to make due and punctual payments of any and all amounts due under this Note, following any notice and cure periods;

(ii) **Noncompliance With Other Obligations.** Failure by Borrower to comply with or perform any of the other terms, covenants and conditions of, or the occurrence of an event or condition of default under this Note, following any notice and cure periods;

(b) **Default; Acceleration.** Upon any default or event of default under this Note, then, or at any time thereafter, the whole of the unpaid principal hereof, together with accrued and outstanding additional interest at a rate of 2% of the outstanding unpaid principal balance (the "**Additional Interest**"), at the election of Lender and without notice of such election, shall become immediately due and payable.

(c) **Additional Interest.** Borrower recognizes and acknowledges that any default on any payment, or portion thereof, due hereunder will result in losses and additional expenses to Lender. Borrower further acknowledges that in the event of any such default, Lender would be entitled to damages for the detriment proximately caused thereby, but that it would be extremely difficult and impractical to ascertain the extent of or compute such damages. Therefore, if for any reason Borrower fails to make any payment hereunder when the same is due, then each such delinquent payment shall also be subject to a late fee (the "**Late Fee**") in an amount equal to four percent (4%) of the amount delinquent regardless of whether or not there has been an acceleration of the indebtedness under this Note. Borrower acknowledges that the Late Fee agreed to hereunder represents the reasonable estimate of those damages which would be incurred by Lender, and a fair return to Lender for the loss of the use of the funds not timely received from Borrower, on account of a default by Borrower as herein specified, established by Borrower and Lender through good faith consideration of the facts and circumstances surrounding the transaction contemplated under this Note as of the date hereof, but that such Late Fee is in addition to, and not in lieu of, any other right or remedy available to Lender as specified in this Note. Notwithstanding anything to the contrary contained in this Section 9(c), if any federal or state law applicable pursuant to Section 11 below limits the rate of the Late Fee that may be charged to a rate less than the rate herein specified, then the maximum charge or rate permitted by such law shall be charged by Lender for purposes of this Section 9(c).

(d) **Collection and Enforcement Costs.** Borrower, and all other persons or entities who are, or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of

any action or proceeding, in case the unpaid principal sum of this Note, or any payment of Additional Interest or principal, is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder.

(e) **Waivers.** Borrower, and all other persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest, of demand, of nonpayment, of dishonor and of maturity and agree that time is of the essence of every provision hereof.

11. **Notice.** All notices required under this Note shall be in writing (sent to the address set forth above in the introduction or such other address designated in a written notice given in a manner provided herein) and sent by a reputable courier, first class mail or hand delivery.

12. **Interest Rate Limitation.** Notwithstanding any provision herein, total liability for payments in the nature of Additional Interest hereunder shall not exceed limits imposed by the usury laws of the State of California or any other applicable law. None of the terms and provisions contained in this Note shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of Interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Borrower shall never be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under such usury laws, as any such right or remedy shall not be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. If Lender collects monies which are deemed to constitute Interest which would otherwise increase the interest rate on this Note to a rate in excess of that permitted to be charged by such usury laws, all such sums deemed to constitute interest in excess of the maximum rate shall, at the option of Lender, either be credited to the payment of principal (if allowed by law) or returned to Borrower.

13. **Assignment.** Lender shall not sell or assign this Note without the consent of Borrower and the Limited Partner.

14. **Governing Law.** The provisions of this Note shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed this Note as of the date and year first **written above.**

Borrower:

Constitution and Eagle LP,
a California limited partnership

By: _____

Name: _____

Title: _____

July 14, 2021

Constitution and Eagle, LP
c/o Housing Authority of the City of Alameda
Attn: Allyson Ujimori
701 Atlantic Avenue
Alameda, CA 94501
Email: aujimori@alamedahsg.org

SUBJECT: WSA12779, F21061, H21051, SS21009 – Installation of a 6-Inch Private Fire Service, 6-inch Public Fire Hydrant, 3-inch Large Standard Domestic Service, 3/4-inch Irrigation Service, and Downsize of Tap A40164 to a 1-Inch Meter to Replace Existing 2-inch Service (Tap 013259) for Rosefield Village at 727 Buena Vista Avenue and 720 Eagle Avenue, Alameda

Dear Ms. Ujimori:

Thank you for your application for the installation of new water services and downsize of an existing service (tap A40164) to serve the above-mentioned properties and replace the existing 2-inch service (tap 013259).

Based on the information provided via email and on the Fixtures section of the online Water Service Application #12779, the domestic demand for tap A40164 (addressed as 738 Eagle Avenue), which serves Buildings 738, 740, and 742 is approximately 33 gallons per minute (gpm) and can be accommodated with a 1-inch meter; therefore, the existing 1½-inch meter will need to be downsized to a 1-inch meter at the applicant’s expense.

The cost estimate is as follows:

<u>Installation</u>	
6-inch Private Fire Service	\$29,278
6-inch Public Fire Hydrant	29,090
3-inch Large Standard Domestic Service	34,054
3/4-inch Irrigation Service	9,259
Downsize of 1½-inch Meter to 1-inch Meter (Tap A40164)	1,139
<u>System Capacity Charge (Region 1)</u>	
3-inch Master Meter:	
Multifamily Residential Rate (\$7,390 x 78 units)	576,420
Common Area Commercial Rate (1-inch Domestic Demand)	47,120
3/4-inch Irrigation Meter	24,760
Building 746 Conversion From 1 to 2 Units (Tap A32676):	

Multifamily Residential Rate (\$7,390 x 2 units)	14,780
<u>System Capacity Charge Credit</u>	
Tap A32676 Multifamily Residential Rate	(7,390)
<u>Wastewater Capacity Fee</u>	
3-inch Master Meter:	
Multifamily Residential Rate (\$2,000 x 78 units)	156,000
Common Area Commercial Rate (Low Strength, 1-inch Demand)	11,160
Building 746 Conversion From 1 to 2 Units (Tap A32676):	
Multifamily Residential Rate (\$2,000 x 2 units)	4,000
<u>Wastewater Capacity Fee Credit</u>	
Tap A32676 Multifamily Residential Rate	(2,000)
<u>Removal From Service (Kill) Fee</u>	
Tap 013259	2,344
<u>Account Establishment Fee (\$60 x 3)</u>	180
Total	<u>\$930,194</u>

After tap 031259 at 728 Eagle Avenue is severed at the water main, you will be eligible for System Capacity Charge (SCC) and Wastewater Capacity Fee (WCF) credits in the amount of \$375,600 (SCC: \$7,390 x 40 dwelling units and WCF: \$2,000 x 40 dwelling units). After we receive notification that the existing service has been severed from the water main, we will begin the refund process to issue the refund check.

It is the District's policy to review all sites of new service installations for the possibility of soil and groundwater contamination. If there are known contaminants in the area of this installation, it may be necessary to conduct sampling or require a clean utility corridor for the services. Any cost associated with the preparation of a contaminated area for service installation is the responsibility of the applicant and is in addition to the amount quoted above. For more information, please contact David Behnken at (510) 287-0327.

Before work begins, EBMUD will obtain an encroachment permit from the City of Alameda. If there is a paving moratorium on the section of roadway where your service will be installed, the encroachment permit condition will require that the existing pavement is restored and re-sealed to City moratorium paving standards, which could be a larger area than the standard trench. Please be advised that if moratorium paving restoration is necessary, the Applicant is responsible for making arrangements with a contractor to perform the moratorium paving restoration and for the additional costs associated with the restoration, as it is not covered under this estimate.

For encroachment permit applications that require an engineered and stamped traffic control plan, the cost for this additional requirement will be borne by the applicant. A separate cost letter/invoice will be forwarded to you outlining the fees if it is required. Payment for these fees can range from about \$500 to about \$1,000 per sheet and must be received prior to water services being released to the construction yard for scheduling.

The City of Alameda requires an additional fee to be paid for the encroachment permit. This fee is not included in the above total and is the responsibility of the applicant. You will need to pay the appropriate fees before the City will issue the permit. When the approved permit is ready, the City will send me an invoice for the fee, which I will forward to you. You will then need to pay the fees and send me an email confirmation. The City will then send the approved permit to me after they receive confirmation of the payment.

This cost estimate letter and three agreements (a Private Fire Service Agreement for the installation of the 6-inch private fire service, a Fire Hydrant Agreement, and an Agreement for Water Services 2" and Larger) are being emailed to you via DocuSign. Please have an authorized signatory of Constitution and Eagle, LP electronically sign them in the spaces provided. I will be notified automatically that the agreements have been signed. Fully executed copies of each agreement will be returned to you.

The available residual pressure at the street main connection in Eagle Avenue provided to Eric Girod of BKF Engineers is 750 gpm at 51 psi and 1500 gpm at 47 psi. Your fire sprinkler designer, Erik Johnson, has signed a statement indicating that a flow of 750 gpm at a residual pressure of 51 psi was used when designing the fire sprinkler system. The applicant is responsible for meeting any fire flow requirements beyond the fire service location. The contractor or applicant is responsible for costs arising from damages or changes in grade after the service is installed.

Fire flow requirement of 1,500 gpm by one public fire hydrant at a residual pressure of 20 psi is available at the proposed hydrant location, based on a hydraulic analysis of the water distribution system.

Based on the project demands supplied by the applicant for 727 Buena Vista Avenue, Alameda, the applicant's system water demands of 195 gpm can be met with a 3-inch meter.

If you wish to proceed, please submit your payment for the total amount stated above in **BOLD** to my attention at EBMUD New Business Office, Attn: Adriana Soares – MS 104, 375 11th Street, Oakland, CA 94607. We will also need CAD files for the area where the hydrant location is proposed. This can be emailed directly to me at adriana.soares@ebmud.com.

Once we receive your payment, the electronically signed agreements, and the CAD files for the hydrant, the hydrant request will be forwarded to our Design Division for completion of the work order and sketch. This process takes approximately 7 to 8 weeks.

Simultaneously, the work orders for the other services will be created and we will apply for the encroachment permit from the City of Alameda. When we receive the approved encroachment permit, the completed hydrant package, and approvals from our Regulatory Compliance Office and Backflow Prevention Unit, your project will be forwarded to our construction crews for scheduling. Installation should commence approximately 6 to 8 weeks thereafter.

It is the applicant/owner's responsibility to mark the locations for the new services. The final locations are subject to District approval. **Meters will/must not be installed in current or future driveways, ramps, or any obstructed area.** If a driveway or ramp is installed over a meter, the applicant/owner will be responsible for paying to have the service relocated out of the driveway, ramp, or otherwise obstructed area. Please paint a blue "W" on the sidewalk or place a stake marked "EBMUD" in the locations approved by the Fire Marshal for the hydrant and fire service and in your desired locations for the other services.

Also, please note that our fees only cover everything up to and including the meter and meter box and everything beyond the meter is the applicant's responsibility.

An inspection is required to determine concurrence with EBMUD and State backflow prevention requirements. If your contractor has any questions regarding backflow, please contact our Backflow Prevention Unit at (510) 287-0874. Fire services 4 inches and larger are required to be flushed in the presence of the Fire Marshal and EBMUD. Be sure to contact our Backflow Prevention Unit 48 hours in advance to coordinate flushing.

Water pressure in excess of 80 psi can be expected; therefore, a pressure regulator is recommended for the new service.

Billing for service charges begins when meters are installed. If water is not needed immediately after the meter is installed, it is the applicant's responsibility to contact Customer Service at 1-866-403-2683 to close the account. Please be aware that monthly service charges are based on the meter size. You may reference Schedule A, "Rate Schedule for Water Service" in our Schedule of Rates and Charges, found online at <https://www.ebmud.com/water/water-rates/rates-and-fees-schedules/>.

The quote above is good for thirty (30) days from the date of this letter. Our offices remain closed to the public, but the payment can be mailed to my attention at EBMUD New Business Office, Attn: Adriana Soares - MS 104, 375 11th Street, Oakland, CA 94607-4240. Please contact me at (510) 287-1010 if you have any questions.

Sincerely,



Adriana Soares
New Business Representative II

/as

Enclosures



Private Fire Service Agreement

DATE 7/14/21 FIRE SERVICENO. F21061 SIZE OF SERVICE 6-inch
 INSTALLATION COST \$29,278 TAP NO. _____
 ACCOUNT ESTABLISHMENT CHARGE \$60 ACCOUNT NO. _____
Constitution and Eagle, LP called

the "Applicant", hereby agrees to the terms of this Agreement and applies to the East Bay Municipal Utility District ("District"), for a private fire service of the size specified at the following service address:

Rosefield Villa ge at 727 Buena Vista Avenue, Alameda

A. THE FOLLOWING PROVISIONS APPLY TO ORIGINAL INSTALLATIONS ONLY:

1. The Applicant shall pay the applicable charge set forth in Schedule E of the Schedule of Rates and Charges, and any front foot charge prior to any performance by the District. No portion of these charges is refundable to the Applicant.
2. The fire service will be installed within the public right of way, either inside the curb or behind the sidewalk. Fire services are NOT installed at or inside the property line, notwithstanding any plans submitted by the Applicant depicting the proposed fire service location.
3. The fire service and all equipment appurtenant thereto, to and including the meter, shall be and become the sole property of the District.
4. The time of installation or maintenance of the private fire service by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. Questions of overall District priorities shall be determined by the District.
5. This Agreement is subject to any present or future superior obligation of the District to divert and use any or all of the material covered hereby prior to installation or any such obligation as may affect District maintenance after installation. It is also subject to any present or future government regulations, Federal or State, regulating the use of, or establishing priorities for, any of the material hereunder.
6. In the event that Applicant fails to prepare the job site, or otherwise causes delay, such that the installation is not commenced within 90 days of the date signed below by the District, Applicant expressly agrees to pay any additional charges then in effect for private fire service installations. It is further understood and agreed that the District shall have no obligation to install fire services as herein provided until said additional charges have been paid in full.

B. THE FOLLOWING PROVISIONS APPLY TO BOTH ORIGINAL AND EXISTING INSTALLATIONS:

7. The Applicant agrees to abide by the District's regulations and schedule of charges in force, and those that may be adopted, during the time service is rendered to Applicant at the service address. The Applicant also agrees to pay all statements for such service.
8. The fire service shall be used only for the purpose of extinguishing accidental fires (which shall include any of incendiary origin) and testing the fire prevention system, and no connections of any kind whatever, other than those to the automatic sprinkler system and to hydrants and hose reels, shall be made or permitted to be made to the pipes providing said service.
9. No cross-connection shall be made or permitted to be made between the fire service connection and pipes connected with the consumer's private source or any other source of water supply. Double check valves shall be installed by the Applicant in accordance with designs to be furnished by the District in all cases where another source of water is available or where there is danger of backflow of sewage or other liquids into the District's water system.
10. Where fire department pumping connections are used in conjunction with the fire service installation, a single check valve of a design acceptable to the District will be required.

11. No charge will be made for water used through the private fire service for extinguishing accidental fires. Any water lost through leakage, used for system testing, or used in violation of the District's Regulations shall be paid for by the Applicant at the current water service rate for general use, and could be subject to a potential penalty as may later be established by the District. Water may be obtained at the current rate for occasional filling of tanks through the private fire service, provided the District is notified in advance and there is an approved method of measurement.
12. The District's responsibility for maintenance of the fire service lateral ends at the discharge side of the detector check meter. The Applicant shall report to the District any conditions, within his or her knowledge, requiring maintenance or repair of the District's facilities.
13. In the event that contaminants are known to be present or encountered during installation or maintenance of the private fire service, Applicant shall provide all related documentation available to Applicant, including site sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality or subject the District to extra cost and liability related to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products or by-products prior to accepting the Agreement, and the remediation plan must be carried out before installation of the private fire service. Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal of contaminated soil.
14. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees, and agents free and harmless from and against any and all loss, liability, expense, costs, claims, demands, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water within the job site, including soil and/or water contaminated with hazardous substances and/or petroleum products or by-products, and any additional costs caused by the removal, treatment, and disposal of contaminated soil and/or water.
15. Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of town sites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.
16. In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.
17. In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.
18. Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.
19. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.

20. The fire service shall be connected to the District's general distribution system and shall be subject to variations of water pressure and flow, temporary shutdowns occurring in the operation of the system, and interruption of system operations, and the District shall be in no way responsible for loss or damages sustained due to such variations, temporary shutdowns, and/or interruptions. Furthermore, Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all third party claims, loss, liability, expense, costs, demands, suits and damages, including attorneys' fees in any way related to variations in water pressure and flow and/or temporary shutdowns or interruptions in the water distribution system connected to said fire service, save and except for the District's sole negligence or willful misconduct.
21. The District does not guarantee or represent, and the Applicant does not request, that a specific or certain minimum water pressure or volume of water will be available through said service at any time or times.
22. In the event of a violation of any provision of this Agreement, the District may disconnect or remove the fire service in accordance with applicable regulatory authority, and in such event the District shall not be in any way liable for loss or damage sustained due to such action. Applicant further acknowledges that the District may terminate the fire service in the event that the periodic charges therefore are unpaid and the account delinquent.
23. Applicant expressly agrees that, in the event of disconnection, removal or termination of the fire service for any reason, including but not limited to termination due to Applicant's breach of a provision of this Agreement or non-payment of a delinquent account or due to Applicant's request to terminate service, Applicant shall indemnify, defend, and hold harmless the District, its directors, officers and employees from and against any and all loss, liability, expense, costs claims, demands, suits and damages, including attorneys' fees arising directly or indirectly from or related to the disconnection, removal, or termination of said fire service, save and except for liability arising from the sole negligence or willful misconduct of the District.
24. The District does not represent or warrant that the private fire service will prevent any loss by fire or otherwise; or that the service will in all cases provide the protection for which it is installed or intended. Applicant acknowledges that Applicant assumes all risk of loss or damage to Applicant's premises or to its contents; that the District has made no representation or warranties, nor has Applicant relied on any representations or warranties, expressed or implied, except as set forth herein; that Applicant has read and understands, particularly paragraphs 19 and 20 of this Agreement which set forth the District's obligation and maximum liability in the event of any loss or damage to Applicant.
25. Applicant and the District agree that the District is not an insurer. Insurance, if any, will be obtained by the Applicant. Charges for a private fire service hereunder or provided for in the District's rules and regulations and rate schedules produce but nominal revenues for the District and are based solely upon the value of the services provided for, and are unrelated to the value of the Applicant's property or the property of others located in Applicant's premises. The amounts payable by the Applicant are not sufficient to warrant the District's assumption of any risk of consequential or other damages to the Applicant due to the adequacy of the private fire service. The Applicant does not desire this Agreement to provide for the liability of the District and Applicant agrees that the District shall not be liable for loss or damage due directly or indirectly to the adequacy of the fire service. It is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the private fire service or any phase thereof, including the water distribution system, and in case of failure of said service, or any phase thereof, including the water distribution system, and a resulting loss, the District's liability hereunder shall be limited to and fixed at the above Installation Cost as liquidated damages, and not as a penalty, and this liability shall be exclusive.
26. Applicant understands and agrees that this Agreement shall not be terminated or cancelled, and Applicant shall not be released from any obligation provided herein, until a new private fire service agreement has been executed. This Agreement is not assignable without the written consent of the District. Applicant expressly acknowledges that the District has no duty to provide fire service to a successor of Applicant. The Applicant agrees to notify the District when any change of customer is pending or takes place and to advise his successor regarding Section 5 of the District's REGULATIONS GOVERNING WATER SERVICE which states in part: "Each successor is required to enter into an agreement before service will be granted. Until a new private fire service agreement has been executed, the District shall not in any manner be responsible nor have any duty to provide service to a successor."
27. The existence of decorative paving overlying the District's fire service and water main shall in no way affect the District's right to repair, replace or otherwise maintain said facilities in a manner deemed appropriate by the District. The District has no responsibility for maintaining such paving and shall not repair or replace it in the event that it is removed or damaged by the District as a result of installation or maintenance activities related to the fire service. Applicant expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to removal or damage to said decorative paving as a result of District installation or maintenance activities, save and except for liability arising from the sole negligence or willful misconduct of the District.

- 28. The charges to be paid by Applicant under this Agreement are based on the assumptions that standard depth installation methods will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Actual Cost Private Fire Service Agreement providing for the installation of the proposed private fire service. The Applicant may also be subject to payment of additional estimated costs upon execution of the Actual Cost Private Fire Service Agreement. The Applicant further agrees to be governed by the District's rules, regulations and rates/charges in force and such as may be adopted during the time the private fire service(s) is (are) activated at said location(s).
- 29. This agreement shall take effect on the date executed below by the District.

Execution of Agreement. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

CONSTITUTION ANDEAGLE, LP APPLICANT	DISTRICT USE ONLY
By: _____ Print Name: <u>Allyson Ujimori</u> Title: <u>Senior Project Manager</u> Date: _____ Address: <u>701 Atlantic Avenue</u> <u>Alameda, CA 94501</u>	By: _____ Title: Customer Services Manager New Business Office Date: _____



Fire Hydrant Agreement

DATE 7/14/21 ESTIMATE NO. H21015 ESTIMATED COST \$29,090

The undersigned (the "Applicant") hereby requests the East Bay Municipal Utility District (the "District") to install or change the fire hydrant(s) as indicated.

Installation of one 6-inch public fire hydrant to be located off of the 8-inch main (8A43) in Eagle Avenue, on the south side of Eagle Avenue, approximately 240 feet west of Constitution Way to serve Rosefield Village at 727 Buena Vista Avenue, Alameda.

The Applicant agrees to abide by the following provisions which specifically apply to fire hydrants:

1. The Applicant shall pay the estimated cost for the hydrant installation or change ("hydrant charge") prior to any performance by the District. No part of the hydrant charge is returnable to the Applicant. The hydrant(s) shall remain the property of the District.
2. The payment of any hydrant charge creates no District duty or obligation to the Applicant beyond the performance requested by this Agreement. Applicant shall have no individual right or interest as to such hydrant(s). The Applicant's position, right, or interest as to such hydrant(s) shall be the same as though a public fire protection agency has paid the hydrant charge.
3. The time of and for any performance hereunder by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District and emergency jobs or installations. Questions of over-all District priorities shall be determined by the District.
4. This Agreement is subject to any present or future superior obligation of the District to divert and use any or all of the materials covered hereby prior to completion of District performance. It is also subject to any present or future government regulations, Federal or State, regulating the use of or establishing priorities for any of the materials hereunder.
5. In the event that contaminants are known to be present or encountered during installation or maintenance of the fire hydrant, Applicant shall provide all related documentation available to Applicant, including site sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality or subject the District to extra cost and liability to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products and byproducts prior to accepting the Agreement, and the remediation plan must be carried out before installation of the fire hydrant. Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal.
6. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees and agents free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water, including soil and/or water contaminated with hazardous substances and/or petroleum products or byproducts, and any additional construction costs caused by the removal, treatment, and disposal of contaminated soil.
7. Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of townsites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.
8. In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.

- 9. In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.
- 10. Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.
- 11. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.
- 12. This Agreement is not operative until signed by an authorized representative of the District.

The estimated cost provided within this Agreement is based on the assumption that standard depth installation method will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Actual Cost Fire Hydrant Agreement providing for the installation of the proposed hydrant. The Applicant may also be subject to payment of additional estimated costs upon execution of the Actual Cost Fire Hydrant Agreement. The Applicant further agrees to be governed by the District's rules, regulations and rates/charges in force and such as may be adopted during the time the hydrant(s) is (are) in service at said location(s).

Execution of Agreement. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

CONSTITUTION ANDEAGLE, LP

APPLICANT

By _____

Name (please print): Allyson Ujimori

701 Atlantic Avenue

 Mailing Address

Alameda, CA 94501

DISTRICT USE ONLY	
_____ District Representative	
Title	<u>Manager, New Business Office</u>
Date	_____



Agreement for Water Services 2” and Larger New Business Office

Estimate No. SS SS21009Application No. SS SS21009Date 7/14/21

Date _____

By signing below, the “Applicant” agrees to the terms of this Agreement and applies to the East Bay Municipal Utility District (“District”), for a standard water service of the size specified below at the following service address:

Subdivision/Location/
Project Description Rosefiled Village Alameda County, California

Lot Numbers/Address 727 Buena Vista Avenue

Total Services Installation of one 3-inch large standard service to be located off of the 8-inch main (8A43) in Eagle

Avenue, approximately 230 feet west of Constitution Way. Estimated Installation Cost \$ \$34,054

Applicant shall pay to the District, prior to the installation of the service, the District’s estimated cost of all materials, labor, and other costs incidental to the installation of the service, including any Front Foot Charges if applicable.

Applicant assumes full responsibility for the use of water through all water services covered by this Agreement and agrees to pay within 15 days after receipt of each statement for water used through any or all water services regardless of by whom the water is taken. It is understood that responsibility for each water service shall continue until another party assumes responsibility. Applicant further acknowledges that the District may terminate the water service in the event that the periodic charges for the service are unpaid and the account becomes delinquent.

Applicant agrees to abide by the District’s regulations and schedules of rates, charges and fees in force, and those that may be adopted, during the time service is provided to Applicant at the service address. Charges for water and sewage disposal service will be in accordance with the current rate schedule for water service in effect during the period of consumption.

If this Agreement is contingent upon the execution of an extension agreement providing for the installation of water mains to supply the above described water services, after the service lateral installations have been completed and the water mains have been placed in service, an application can be made at the District’s New Business Office for the installation of a meter and the opening of an account on each service lateral. **THE INSTALLATION OF THE METER IS INCLUDED IN THE TOTAL CHARGES SHOWN ABOVE; HOWEVER, THE APPLICABLE SYSTEM CAPACITY CHARGE, WASTEWATER CAPACITY FEE (IF APPLICABLE) AND ACCOUNT FEE WILL BE DUE PLUS ANY GUARANTEE DEPOSIT AND/OR FRONT FOOT CHARGE THAT MAY BE REQUIRED.**

The time of installation or maintenance of the water service by the District shall be determined by the District on the basis of its overall scheduling requirements and abilities, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. Questions of overall District priorities shall be determined by the District.

Applicant shall prepare the job site for installation of the service within 90 days of execution of this Agreement, as directed by the District. In the event that Applicant fails to prepare the job site, or otherwise causes delay, such that the installation is not commenced within 90 days of the date signed below by the District, Applicant expressly agrees to pay any resulting additional charges then in effect for service installations. It is further understood and agreed that the District shall have no obligation to install the service until the additional charges have been paid in full.

In the event that contaminants are known to be present or encountered during installation or maintenance of the water service, Applicant shall provide all related documentation available to Applicant, including site-sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality, or subject the

District to extra cost and liability related to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products and by-products and the remediation plan must be carried out prior to commencement of the installation of the water service(s). Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal of contaminated soil.

Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees, and agents free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water within the job site, including soil and/or water contaminated with hazardous substances and/or petroleum products or by-products, and any additional costs caused by the removal, treatment, and disposal of contaminated soil and/or water.

Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of townsites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.

In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.

In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.

Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.

Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.

Applicant is responsible for any costs related to modification of the service installation resulting from changes in grade after service is installed.

The existence of decorative paving overlying District's water service and water main shall in no way affect District's right to repair, replace, or otherwise maintain said facilities in a manner deemed appropriate by District. The District has no responsibility for maintaining such paving and shall not repair or replace it in the event that it is removed or damaged by District as a result of installation or maintenance activities related to the water service. Applicant expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to removal or damage to said

decorative paving as a result of District installation or maintenance activities, save and except for liability arising from the sole negligence or willful misconduct of the District.

The charges to be paid by Applicant under this Agreement are based on the assumptions that standard depth installation methods will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Agreement for Water Services Larger than 2" - Actual Cost providing for the installation of the proposed standard service. The Applicant may also be subject to payment of additional estimated costs upon execution of the Agreement for Water Services Larger than 2" - Actual Cost. The Applicant further agrees to be governed by the District's rules, regulations, and rates/charges in force and such as may be adopted during the time the standard service(s) is (are) activated at said location(s).

This agreement shall take effect on the date executed below by the District.

Execution of Agreement. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to asemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

CONSTITUTION AND EAGLE, LP
APPLICANT

By _____

Name (please print): Allyson Ujimori

701 Atlantic Avenue
Mailing Address

Alameda, CA 94501

DISTRICT USE ONLY

Customer Services Manager
New Business Office

Title _____

Date _____



Private Fire Service Agreement

DATE 7/14/21 FIRE SERVICENO. F21061 SIZE OF SERVICE 6-inch
 INSTALLATION COST \$29,278 TAP NO. _____
 ACCOUNT ESTABLISHMENT CHARGE \$60 ACCOUNT NO. _____
Constitution and Eagle, LP called

the "Applicant", hereby agrees to the terms of this Agreement and applies to the East Bay Municipal Utility District ("District"), for a private fire service of the size specified at the following service address:

Rosefield Villa ge at 727 Buena Vista Avenue, Alameda

A. THE FOLLOWING PROVISIONS APPLY TO ORIGINAL INSTALLATIONS ONLY:

1. The Applicant shall pay the applicable charge set forth in Schedule E of the Schedule of Rates and Charges, and any front foot charge prior to any performance by the District. No portion of these charges is refundable to the Applicant.
2. The fire service will be installed within the public right of way, either inside the curb or behind the sidewalk. Fire services are NOT installed at or inside the property line, notwithstanding any plans submitted by the Applicant depicting the proposed fire service location.
3. The fire service and all equipment appurtenant thereto, to and including the meter, shall be and become the sole property of the District.
4. The time of installation or maintenance of the private fire service by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. Questions of overall District priorities shall be determined by the District.
5. This Agreement is subject to any present or future superior obligation of the District to divert and use any or all of the material covered hereby prior to installation or any such obligation as may affect District maintenance after installation. It is also subject to any present or future government regulations, Federal or State, regulating the use of, or establishing priorities for, any of the material hereunder.
6. In the event that Applicant fails to prepare the job site, or otherwise causes delay, such that the installation is not commenced within 90 days of the date signed below by the District, Applicant expressly agrees to pay any additional charges then in effect for private fire service installations. It is further understood and agreed that the District shall have no obligation to install fire services as herein provided until said additional charges have been paid in full.

B. THE FOLLOWING PROVISIONS APPLY TO BOTH ORIGINAL AND EXISTING INSTALLATIONS:

7. The Applicant agrees to abide by the District's regulations and schedule of charges in force, and those that may be adopted, during the time service is rendered to Applicant at the service address. The Applicant also agrees to pay all statements for such service.
8. The fire service shall be used only for the purpose of extinguishing accidental fires (which shall include any of incendiary origin) and testing the fire prevention system, and no connections of any kind whatever, other than those to the automatic sprinkler system and to hydrants and hose reels, shall be made or permitted to be made to the pipes providing said service.
9. No cross-connection shall be made or permitted to be made between the fire service connection and pipes connected with the consumer's private source or any other source of water supply. Double check valves shall be installed by the Applicant in accordance with designs to be furnished by the District in all cases where another source of water is available or where there is danger of backflow of sewage or other liquids into the District's water system.
10. Where fire department pumping connections are used in conjunction with the fire service installation, a single check valve of a design acceptable to the District will be required.

11. No charge will be made for water used through the private fire service for extinguishing accidental fires. Any water lost through leakage, used for system testing, or used in violation of the District's Regulations shall be paid for by the Applicant at the current water service rate for general use, and could be subject to a potential penalty as may later be established by the District. Water may be obtained at the current rate for occasional filling of tanks through the private fire service, provided the District is notified in advance and there is an approved method of measurement.
12. The District's responsibility for maintenance of the fire service lateral ends at the discharge side of the detector check meter. The Applicant shall report to the District any conditions, within his or her knowledge, requiring maintenance or repair of the District's facilities.
13. In the event that contaminants are known to be present or encountered during installation or maintenance of the private fire service, Applicant shall provide all related documentation available to Applicant, including site sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality or subject the District to extra cost and liability related to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products or by-products prior to accepting the Agreement, and the remediation plan must be carried out before installation of the private fire service. Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal of contaminated soil.
14. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees, and agents free and harmless from and against any and all loss, liability, expense, costs, claims, demands, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water within the job site, including soil and/or water contaminated with hazardous substances and/or petroleum products or by-products, and any additional costs caused by the removal, treatment, and disposal of contaminated soil and/or water.
15. Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of town sites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.
16. In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.
17. In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.
18. Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.
19. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.

20. The fire service shall be connected to the District's general distribution system and shall be subject to variations of water pressure and flow, temporary shutdowns occurring in the operation of the system, and interruption of system operations, and the District shall be in no way responsible for loss or damages sustained due to such variations, temporary shutdowns, and/or interruptions. Furthermore, Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all third party claims, loss, liability, expense, costs, demands, suits and damages, including attorneys' fees in any way related to variations in water pressure and flow and/or temporary shutdowns or interruptions in the water distribution system connected to said fire service, save and except for the District's sole negligence or willful misconduct.
21. The District does not guarantee or represent, and the Applicant does not request, that a specific or certain minimum water pressure or volume of water will be available through said service at any time or times.
22. In the event of a violation of any provision of this Agreement, the District may disconnect or remove the fire service in accordance with applicable regulatory authority, and in such event the District shall not be in any way liable for loss or damage sustained due to such action. Applicant further acknowledges that the District may terminate the fire service in the event that the periodic charges therefore are unpaid and the account delinquent.
23. Applicant expressly agrees that, in the event of disconnection, removal or termination of the fire service for any reason, including but not limited to termination due to Applicant's breach of a provision of this Agreement or non-payment of a delinquent account or due to Applicant's request to terminate service, Applicant shall indemnify, defend, and hold harmless the District, its directors, officers and employees from and against any and all loss, liability, expense, costs claims, demands, suits and damages, including attorneys' fees arising directly or indirectly from or related to the disconnection, removal, or termination of said fire service, save and except for liability arising from the sole negligence or willful misconduct of the District.
24. The District does not represent or warrant that the private fire service will prevent any loss by fire or otherwise; or that the service will in all cases provide the protection for which it is installed or intended. Applicant acknowledges that Applicant assumes all risk of loss or damage to Applicant's premises or to its contents; that the District has made no representation or warranties, nor has Applicant relied on any representations or warranties, expressed or implied, except as set forth herein; that Applicant has read and understands, particularly paragraphs 19 and 20 of this Agreement which set forth the District's obligation and maximum liability in the event of any loss or damage to Applicant.
25. Applicant and the District agree that the District is not an insurer. Insurance, if any, will be obtained by the Applicant. Charges for a private fire service hereunder or provided for in the District's rules and regulations and rate schedules produce but nominal revenues for the District and are based solely upon the value of the services provided for, and are unrelated to the value of the Applicant's property or the property of others located in Applicant's premises. The amounts payable by the Applicant are not sufficient to warrant the District's assumption of any risk of consequential or other damages to the Applicant due to the adequacy of the private fire service. The Applicant does not desire this Agreement to provide for the liability of the District and Applicant agrees that the District shall not be liable for loss or damage due directly or indirectly to the adequacy of the fire service. It is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from a failure of the private fire service or any phase thereof, including the water distribution system, and in case of failure of said service, or any phase thereof, including the water distribution system, and a resulting loss, the District's liability hereunder shall be limited to and fixed at the above Installation Cost as liquidated damages, and not as a penalty, and this liability shall be exclusive.
26. Applicant understands and agrees that this Agreement shall not be terminated or cancelled, and Applicant shall not be released from any obligation provided herein, until a new private fire service agreement has been executed. This Agreement is not assignable without the written consent of the District. Applicant expressly acknowledges that the District has no duty to provide fire service to a successor of Applicant. The Applicant agrees to notify the District when any change of customer is pending or takes place and to advise his successor regarding Section 5 of the District's REGULATIONS GOVERNING WATER SERVICE which states in part: "Each successor is required to enter into an agreement before service will be granted. Until a new private fire service agreement has been executed, the District shall not in any manner be responsible nor have any duty to provide service to a successor."
27. The existence of decorative paving overlying the District's fire service and water main shall in no way affect the District's right to repair, replace or otherwise maintain said facilities in a manner deemed appropriate by the District. The District has no responsibility for maintaining such paving and shall not repair or replace it in the event that it is removed or damaged by the District as a result of installation or maintenance activities related to the fire service. Applicant expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to removal or damage to said decorative paving as a result of District installation or maintenance activities, save and except for liability arising from the sole negligence or willful misconduct of the District.

- 28. The charges to be paid by Applicant under this Agreement are based on the assumptions that standard depth installation methods will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Actual Cost Private Fire Service Agreement providing for the installation of the proposed private fire service. The Applicant may also be subject to payment of additional estimated costs upon execution of the Actual Cost Private Fire Service Agreement. The Applicant further agrees to be governed by the District's rules, regulations and rates/charges in force and such as may be adopted during the time the private fire service(s) is (are) activated at said location(s).
- 29. This agreement shall take effect on the date executed below by the District.

Execution of Agreement. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

CONSTITUTION ANDEAGLE, LP APPLICANT	DISTRICT USE ONLY
By: _____ Print Name: _____ Title: _____ Date: _____ Address: <u>701 Atlantic Avenue</u> <u>Alameda, CA 94501</u>	By: _____ Customer Services Manager New Business Office Title: _____ Date: _____



Fire Hydrant Agreement

DATE 7/14/21 ESTIMATE NO. H21015 ESTIMATED COST \$29,090

The undersigned (the "Applicant") hereby requests the East Bay Municipal Utility District (the "District") to install or change the fire hydrant(s) as indicated.

Installation of one 6-inch public fire hydrant to be located off of the 8-inch main (8A43) in Eagle Avenue, on the south side of Eagle Avenue, approximately 240 feet west of Constitution Way to serve Rosefield Village at 727 Buena Vista Avenue, Alameda.

The Applicant agrees to abide by the following provisions which specifically apply to fire hydrants:

1. The Applicant shall pay the estimated cost for the hydrant installation or change ("hydrant charge") prior to any performance by the District. No part of the hydrant charge is returnable to the Applicant. The hydrant(s) shall remain the property of the District.
2. The payment of any hydrant charge creates no District duty or obligation to the Applicant beyond the performance requested by this Agreement. Applicant shall have no individual right or interest as to such hydrant(s). The Applicant's position, right, or interest as to such hydrant(s) shall be the same as though a public fire protection agency has paid the hydrant charge.
3. The time of and for any performance hereunder by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District and emergency jobs or installations. Questions of over-all District priorities shall be determined by the District.
4. This Agreement is subject to any present or future superior obligation of the District to divert and use any or all of the materials covered hereby prior to completion of District performance. It is also subject to any present or future government regulations, Federal or State, regulating the use of or establishing priorities for any of the materials hereunder.
5. In the event that contaminants are known to be present or encountered during installation or maintenance of the fire hydrant, Applicant shall provide all related documentation available to Applicant, including site sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality or subject the District to extra cost and liability to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products and byproducts prior to accepting the Agreement, and the remediation plan must be carried out before installation of the fire hydrant. Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal.
6. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees and agents free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water, including soil and/or water contaminated with hazardous substances and/or petroleum products or byproducts, and any additional construction costs caused by the removal, treatment, and disposal of contaminated soil.
7. Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of townsites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.
8. In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.

- 9. In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.
- 10. Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.
- 11. Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.
- 12. This Agreement is not operative until signed by an authorized representative of the District.

The estimated cost provided within this Agreement is based on the assumption that standard depth installation method will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Actual Cost Fire Hydrant Agreement providing for the installation of the proposed hydrant. The Applicant may also be subject to payment of additional estimated costs upon execution of the Actual Cost Fire Hydrant Agreement. The Applicant further agrees to be governed by the District's rules, regulations and rates/charges in force and such as may be adopted during the time the hydrant(s) is (are) in service at said location(s).

Execution of Agreement. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

CONSTITUTION ANDEAGLE, LP

APPLICANT

By _____

Name (please print): _____

701 Atlantic Avenue

Mailing Address

Alameda, CA 94501

DISTRICT USE ONLY

District Representative

Title **Manager, New Business Office**

Date _____



Agreement for Water Services 2” and Larger New Business Office

Estimate No. SS SS21009Application No. SS SS21009Date 7/14/21

Date _____

By signing below, the “Applicant” agrees to the terms of this Agreement and applies to the East Bay Municipal Utility District (“District”), for a standard water service of the size specified below at the following service address:

Subdivision/Location/

Project Description Rosefiled Village Alameda County, CaliforniaLot Numbers/Address 727 Buena Vista AvenueTotal Services Installation of one 3-inch large standard service to be located off of the 8-inch main (8A43) in EagleAvenue, approximately 230 feet west of Constitution Way. Estimated Installation Cost \$ \$34,054

Applicant shall pay to the District, prior to the installation of the service, the District’s estimated cost of all materials, labor, and other costs incidental to the installation of the service, including any Front Foot Charges if applicable.

Applicant assumes full responsibility for the use of water through all water services covered by this Agreement and agrees to pay within 15 days after receipt of each statement for water used through any or all water services regardless of by whom the water is taken. It is understood that responsibility for each water service shall continue until another party assumes responsibility. Applicant further acknowledges that the District may terminate the water service in the event that the periodic charges for the service are unpaid and the account becomes delinquent.

Applicant agrees to abide by the District’s regulations and schedules of rates, charges and fees in force, and those that may be adopted, during the time service is provided to Applicant at the service address. Charges for water and sewage disposal service will be in accordance with the current rate schedule for water service in effect during the period of consumption.

If this Agreement is contingent upon the execution of an extension agreement providing for the installation of water mains to supply the above described water services, after the service lateral installations have been completed and the water mains have been placed in service, application can be made at the District’s New Business Office for the installation of a meter and the opening of an account on each service lateral. **THE INSTALLATION OF THE METER IS INCLUDED IN THE TOTAL CHARGES SHOWN ABOVE; HOWEVER, THE APPLICABLE SYSTEM CAPACITY CHARGE, WASTEWATER CAPACITY FEE (IF APPLICABLE) AND ACCOUNT FEE WILL BE DUE PLUS ANY GUARANTEE DEPOSIT AND/OR FRONT FOOT CHARGE THAT MAY BE REQUIRED.**

The time of installation or maintenance of the water service by the District shall be determined by the District on the basis of its overall scheduling requirements and abilities, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. Questions of overall District priorities shall be determined by the District.

Applicant shall prepare the job site for installation of the service within 90 days of execution of this Agreement, as directed by the District. In the event that Applicant fails to prepare the job site, or otherwise causes delay, such that the installation is not commenced within 90 days of the date signed below by the District, Applicant expressly agrees to pay any resulting additional charges then in effect for service installations. It is further understood and agreed that the District shall have no obligation to install the service until the additional charges have been paid in full.

In the event that contaminants are known to be present or encountered during installation or maintenance of the water service, Applicant shall provide all related documentation available to Applicant, including site-sampling results. If the District determines that the contamination could pose a hazard to District employees, adversely affect water quality, or subject the

District to extra cost and liability related to trench spoils disposal, the Applicant shall remediate the site. The District will require a legally sufficient, complete and specific written remedial plan establishing the methodology, planning and design of all necessary systems for the removal, treatment, and disposal of all identified soil and/or water contaminants, including hazardous substances and/or petroleum products and by-products and the remediation plan must be carried out prior to commencement of the installation of the water service(s). Applicant shall be solely responsible for the costs of all activities related to said removal, treatment, and disposal of contaminated soil.

Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers, employees, and agents free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to the removal, treatment, and/or disposal of contaminated soil and/or water within the job site, including soil and/or water contaminated with hazardous substances and/or petroleum products or by-products, and any additional costs caused by the removal, treatment, and disposal of contaminated soil and/or water.

Archaeological Resources: "Archeological resources" consist of prehistoric and historic-era archaeological resources. Prehistoric archaeological resources consist of Native American village sites, temporary camps, lithic scatters, roasting pits/hearths, milling features, petroglyphs, rock features, and burials. Associated artifacts include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs). Historic-era archaeological resources consist of townsites, homesteads, agricultural or ranching features, mining-related features, refuse concentrations, and features or artifacts associated with early military and industrial land uses.

In the event that archaeological resources are known by Applicant to be present prior to installation or maintenance of the services or hydrants, Applicant shall provide the District with all related documentation available to Applicant, including archaeological resource documentation and records search results. The District will require Applicant to submit a legally sufficient, complete and specific written archaeological management plan prior to beginning installation or maintenance of the service or hydrant. The archaeological management plan must be developed and implemented by the Applicant under the supervision of an archaeologist before or during the service or hydrant installation, as required.

In the event that archaeological resources are encountered during installation or maintenance of the service or hydrant by the District, all activities shall immediately cease at the location of discovery and within 100 feet of the discovery. The Applicant shall be responsible for retaining a qualified archaeologist to inspect the findings within 24 hours of discovery. If it is determined that continuing the pipeline installation could damage a historical resource as defined by CEQA (or a historic property as defined by the National Historic Preservation Act of 1966, as amended), construction shall cease in an area determined by the archaeologist until an archaeological management plan has been prepared and implemented to the satisfaction of the archaeologist and, in the event the site is a Native American heritage site, any Native American representative identified by the Native American Heritage Commission. The archaeologist (and Native American representative) will determine when construction by the District can resume.

Applicant shall be solely responsible for the costs of all activities related to the discovery, disturbance, removal and/or relocation of any archeological resources.

Applicant expressly agrees to indemnify, defend, and hold the District, its Directors, officers and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees related to the discovery, disturbance, destruction, removal, and/or relocation of archaeological resources, including Native American human remains and culturally significant artifacts, and any additional construction costs related to or resulting from the discovery, disturbance, removal, and/or relocation of archaeological resources.

Applicant is responsible for any costs related to modification of the service installation resulting from changes in grade after service is installed.

The existence of decorative paving overlying District's water service and water main shall in no way affect District's right to repair, replace, or otherwise maintain said facilities in a manner deemed appropriate by District. The District has no responsibility for maintaining such paving and shall not repair or replace it in the event that it is removed or damaged by District as a result of installation or maintenance activities related to the water service. Applicant expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, costs, claims, suits and damages, including attorneys' fees, related to removal or damage to said

decorative paving as a result of District installation or maintenance activities, save and except for liability arising from the sole negligence or willful misconduct of the District.

The charges to be paid by Applicant under this Agreement are based on the assumptions that standard depth installation methods will be used and that normal site and traffic conditions will apply. In the event that actual site conditions vary from these assumptions, this Agreement shall be voided and the District and the Applicant shall enter into an Agreement for Water Services Larger than 2" - Actual Cost providing for the installation of the proposed standard service. The Applicant may also be subject to payment of additional estimated costs upon execution of the Agreement for Water Services Larger than 2" - Actual Cost. The Applicant further agrees to be governed by the District's rules, regulations, and rates/charges in force and such as may be adopted during the time the standard service(s) is (are) activated at said location(s).

This agreement shall take effect on the date executed below by the District.

Execution of Agreement. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to asemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

CONSTITUTION AND EAGLE, LP
APPLICANT

By _____

Name (please print): _____

701 Atlantic Avenue
Mailing Address

Alameda, CA 94501

DISTRICT USE ONLY

Customer Services Manager
New Business Office

Title _____

Date _____

2021-22

For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

ALAMEDA COUNTY UNSECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612
(510) 272-6800

Table with 3 columns: Assessee Account Number, Parcel number, Tax-Rate Area

Location of Property
ALAMEDA
Assessed to on January 1, 2021
CONSTITUTION AND EAGLE LP

CONSTITUTION AND EAGLE LP
C/O ISLAND CITY DEVELOPM
701 ATLANTIC AVE
ALAMEDA CA 94501-2161



Table: Tax-Rate Breakdown. Columns: Taxing Agency, Tax Rate, Tax Amount

Table: Fixed Charges and/or Special Assessments. Columns: Description, Phone, Amount

Table: Other Charges. Columns: Description, Amount

Table: Tax Computation Worksheet. Columns: Description, Full Valuation, x Tax Rate, = Tax Amount

PLEASE READ IMPORTANT MESSAGES
This tax bill is for possessory interest. Go to http://www.acgov.org/assessor/about_property_assessment/possess.htm for more information.
ECHECK IS FREE OF CHARGE ONLINE @ www.acgov.org/propertytax/
VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510)272-6800. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.
SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ www.acgov.org/propertytax/
PLEASE SEE REVERSE FOR MORE INFORMATION

General Information
Ownership of property on the January 1 lien date preceding the fiscal year for which the property is taxed determines the obligation to pay taxes; the disposal of property after the lien date does not relieve the assessee from the liability for payment of taxes.
When submitting payment, detach the UNSECURED ROLL TAX PAYMENT STUB and send it with your payment to assure proper credit. Do not mail cash.
A fee of \$ 61.00 will be imposed on all returned or dishonored payments.
Delinquent tax bills will automatically have a CERTIFICATE OF LIEN FOR UNSECURED PROPERTY TAXES recorded against the assessee at the County Recorder's Office immediately after delinquency occurs. The certificate constitutes a lien upon all personal and real property owned or that may subsequently be acquired before the date on which the lien expires, by the assessee named. The lien has the force, effect and priority of a judgment lien for a period of ten years from the date of recordation, or any extension thereof.
PLEASE SEE BACK FOR MORE INFORMATION

UNSECURED ROLL TAX PAYMENT STUB
FISCAL YEAR 2021-22

ASSESSEE ACCOUNT NUMBER 30-399723-00-001-21-00-00
PARCEL NUMBER 73-426-6-1
PAY THIS AMOUNT BY AUG 31, 2021 \$197,718.61

If payment is submitted after this date, telephone the payments number provided to the left for the correct amount due.

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

12107 33997233000 4001210000 20019771861 4

INFORMATION ABOUT YOUR UNSECURED ROLL PROPERTY TAX BILL

(References to the California Revenue and Taxation Code are abbreviated as "RTC")

1. Delinquency Dates:

- (a) Taxes on the unsecured roll as of July 31, if unpaid, are delinquent at 5 p.m., or the close of business, whichever is later, on August 31 and thereafter subject to a delinquent penalty of 10 percent.
- (b) Taxes added to the unsecured roll after July 31, if unpaid, are delinquent and subject to a penalty of 10 percent at 5 p.m., or the close of business, whichever is later, on the last day of the month succeeding the month of enrollment.
- (c) Taxes transferred to the unsecured roll pursuant to any provision of law and already subject to penalties also transferred, shall be subject only to the additional penalties and costs prescribed in subdivisions (d) and (e), which shall attach beginning July 1 and on the first day of each month thereafter.
- (d) Unsecured taxes remaining unpaid at 5 p.m., or the close of business, whichever is later, on the last day of the second month after the 10 percent penalty attaches shall be subject to an additional penalty of 1-1/2 percent attaching on the first day of each succeeding month on the amount of the original tax. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.
- (e) In addition to the penalties imposed by this section, the tax collector may collect actual costs of collection incurred by the county up to the time the delinquency is paid. (Section 2922e RTC)
- (f) When the last day of the month falls on a Saturday, Sunday or legal holiday, any penalty to which the tax becomes subject on that date shall not attach if the tax collector receives payment in full by 5 p.m., or the close of business, whichever is later, on the next business day.

2. **Collection Enforcement:** In addition to the recording of a certificate of lien for taxes, taxes due on unsecured property may be collected by seizure and sale of personal property, improvements, and possessory interests belonging or assessed to the assessee; by court action; and by summary judgment. (Sections 2191.3, 2951, 3003 & 3101 RTC)

3. **Your Tax Collector does not determine the amount due on this tax bill.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various tax agencies.

For certain escaped assessments, interest is added to the tax due at the rate of .75% per month from the date the taxes would have become delinquent if they had been timely assessed, to the date the additional assessment is added to the assessment roll. (Section 506 RTC)

If an application for reduction in assessment has been filed pursuant to Section 1607 RTC and the assessment appeals board reduces the assessment in dispute, interest is added to unpaid taxes at the rate of 1% per month from the delinquent date of the taxes due on the disputed assessment to the date of correction of the taxes due on the reduced assessment. (Section 2922.5 RTC)

Fixed charges and special assessments such as Flood Control Benefit Assessment, weed liens, etc., from cities and special districts are added to the computed tax amounts and interest (if any) to arrive at the total amount due on this bill.

4. **Assessment Date and Attachment of Tax Lien:** The Assessor annually assesses all the taxable property in the County, except state-assessed property, to the persons owning, possessing or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which taxes are levied.

5. Assessment Equalization Period:

(a) If you disagree with the assessed value as shown on the tax bill, you have the right to an informal assessment review by contacting the pertinent Assessor's office phone number listed on the front. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board during the period from July 2 to September 15 inclusive.

(b) If this bill is the result of an Escape Assessment a Notice of Enrollment of Escape Assessment would have previously been mailed to you by the Assessor's Office. This notice indicated that you had 60 days from the date on that notice to file an application for reduction in assessment. Should you have any questions regarding the notice date please contact the Assessor's Office.

Applications are available online at <http://www.acgov.org/MS/AAB/> or by visiting the Alameda County Assessment Appeals Board located at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612-4241, Telephone (510) 272-6352.

6. **Full Exemption Legend:** C—Church D—Welfare/Hospital G—Cemetery H—Homeowner M—Miscellaneous R—Religious S—Public School V—Veteran W—Welfare/Others X—Combination. The Homeowner's exemption tax reduction is attributable to the State-financed homeowner's tax relief program.

7. **Questions about property valuation, tax rates, possessory interest, boats and aircraft, exemptions, payments, fixed charges and/or special assessments** should be directed to the telephone numbers indicated on the front of this bill.

To: Board of Directors
Island City Development

From: Tony Weng
Senior Project Manager

Date: August 2, 2021

Re: Authorize the President, or Designee, to Negotiate and Execute the First Amendment to Consultant Agreement with HKIT Architects

BACKGROUND

Island City Development (ICD) performs real estate development services for the North Housing project. In preparation for the first phase of redevelopment in Block A at North Housing, which includes 90 units of Permanent Supportive Housing, the Housing Authority, on behalf of ICD, published a Request for Proposals (RFP) for architecture services on January 8, 2019. On June 3, 2019, a Consultant Agreement was entered into by and between ICD and HKIT Architects for architectural services not to exceed \$114,230 for conceptual design work.

DISCUSSION

The proposed amendment extends the existing contract, retroactively from May 31, 2021 to May 31, 2024, and increases the not to exceed amount from \$114,230 to \$1,689,100. The contract scope of work extends the scope of services to include design work for all three buildings proposed in Block A from schematic design, design development, construction documents, permit processing, bidding, and construction administration. The initial construction administration period is estimated to be 14 months per building.

In addition, the Architect proposed the following add alternatives should the projects require additional construction administration.

- 1) \$684,877 for a 28 month construction administration scenario which assumes a delay of 6-8 months between each building construction phase.
- 2) \$900,660 for a 42 months construction administration scenario which assumes a delay of 14 months or more between each building construction phase.

Staff will come back to the Board for approval of any extension to the construction administration scenarios described above.

FINANCIAL IMPACT

The North Housing project has a \$6,238,000 pre-development loan for costs associated with master planning, carrying costs, demolition, and pre-development work for the first 90 units of permanent supportive housing. Pre-development loan funds are disbursed from AHA to ICD on an as-needed basis. As of July 31, 2021, the available predevelopment loan balance is \$1,567,444.

The proposed base architectural services fee of \$1,689,100 will be repaid over time through the development proceeds for the three projects in Block A at North Housing. As master developers, AHA and ICD can be expected to carry some of these costs for 2-4 years depending on the development schedule. The contract amount increases are covered within the budget for the proposed project.

RECOMMENDATION

Authorize the President, or Designee, to Negotiate and Execute the First Amendment to Consultant Agreement with HKIT Architects.

Respectfully submitted,

Tony Weng
Senior Project Manager